

**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, OCTOBER 4, 2021**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. 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 board.
- B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

- A) Proclamation proclaiming National Breast Cancer Awareness Month.
- B) Proclamation proclaiming Teachers' Day.
- C) Proclamation proclaiming National GearUp Week.
- D) Proclamation proclaiming Fire Prevention Week.

3. PUBLIC TESTIMONY: (Ordinance No. O-2019-45). *A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

AGENDA REGULAR MEETING

October 4, 2021

4. PUBLIC HEARINGS: *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding 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.*

A) Public hearing on development services cases.

5. 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

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

A) Approval of minutes for May 17, 2021 Regular Called Meeting; June 7, 2021 Regular Called Meeting; June 21, 2021 Regular Called Meeting; June 22, 2021 Special Called Meeting and July 19, 2021 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance setting speed limits on Sam Houston Boulevard. **(3rd and Final Reading)**

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-78-39, Speed Limits on Veterans Boulevard ("I" Road) for the segment between Owassa Road and Javelina Drive. **(3rd and Final Reading)**

D) Consideration and action, if any, on Ordinance amending Ordinance 0-2021-27 SEC. 50-96. -ALLOWABLE CHARGES, adding the charges for fixed wing and for special event services. **(2nd Reading)**

E) Consideration and action, if any, on approval of the advertisement for Single Machine Repaving Year 6 Project for up to an estimated amount of \$1.5 Million. (ENGINEERING)

F) Consideration, and action, if any, to ratify the purchase of the New Year's Eve Festival LED sphere through vendor A-1 Skylite Signs from Pharr, TX as a Sole Source item in the amount of \$94,200.00. (PURCHASING)

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

1. Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot B-1, Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property is currently zoned Heavy Commercial District (H-C). The property's physical address is 1911 North Veterans Boulevard. **CUP#180858 (DEVELOPMENT SERVICES)**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending O-2006-47, Standard Manual: Construction and Development Manual **(1st Reading)** (ENGINEERING)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2021-45 relating to the number of authorized civil service positions within the Fire and Police Departments. **(1st Reading)** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the city manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by city attorney; ratification of prior acts. (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution adopting the National Voter Registration Act (NVRA) Implementation Plan for the Pharr Memorial Library. (LIBRARY)

E) Consideration and action, if any, on Resolution appointing City Clerk. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase the Pharr Northside Community Center furniture from Texas Wilson out of San Antonio, TX through Vizient GPO Contract ID number CE3374 in the amount of \$221,354.53 (PURCHASING)

AGENDA REGULAR MEETING

October 4, 2021

B) Consideration and action, if any, authorizing the City Manager to purchase a Ground Penetrating Radar (GPR) system from Green Equipment Company out of Fort Worth TX, through BuyBoard Cooperative Contract # 577-18 in the amount of \$27,592.25. (PUBLIC UTILITIES)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing the City Manager to renew the medical director contract with Dr. Raul Barreda. (EMERGENCY MEDICAL SERVICES)

B) Consideration and action, if any, on additional scope of work with D. Wilson Construction at the request of the City of Pharr. (ENGINEERING)

C) Consideration and action, If any, on Contract for Construction and Project Management Services for Federal Donation Acceptance Program for Fiscal Year 16 projects. (ADMINISTRATION)

D) Consideration and action, if any, authorizing the City Manager to award the supply contract for the purchase & application of Prime Coat and Tack Coat for Public Works Department to Asphalt Oil Express out of Edinburg, TX (PUBLIC WORKS)

E) Consideration and action, if any, on Change order No. 3 with D. Wilson Construction (ADMINISTRATION)

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

Pursuant to Section 551.071, the Board 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 Board 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 Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and**

AGENDA REGULAR MEETING

October 4, 2021

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

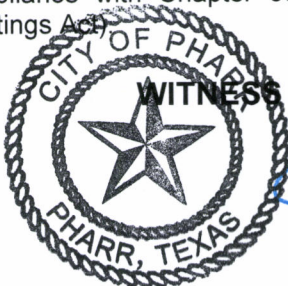
11. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1007 or FAX 956-702-5313 or E-mail 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 October 2021 at 3:55 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 October 2021.


IMELDA BARRERA, TRMC
ASSISTANT CITY CLERK

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

Title: _____

 Proclamation



WHEREAS, one in eight women will be diagnosed with breast cancer in their lifetime; and

WHEREAS, according to the Centers of Disease and Prevention (CDC), breast cancer is the second most common cancer among women; and

WHEREAS, increasing the public's knowledge about the importance of early detection of breast cancer diagnosis and treatment can save lives; and

WHEREAS, Breast Cancer Awareness month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increasing education and regular screening; and

WHEREAS, Breast Cancer Awareness Month is a worldwide annual campaign in October, involving thousands of organizations, to highlight the importance of awareness, education and research; and

WHEREAS, this October, as we display pink ribbons or wear pink clothing to raise awareness, we recognize breast cancer survivors, those currently battling the disease, friends and families of diagnosed patients and applaud the efforts of our medical professionals and researchers working to find a cure.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim October 2021 as:

“National Breast Cancer Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of October 2021.

ATTEST:

CITY OF PHARR

Imelda Barrera, Asst. City Clerk

Ambrosio Hernandez, Mayor

Proclamation



WHEREAS, City of Pharr’s future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, our teachers have demonstrated great resilience, adaptability and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, #TeachersCan is a statewide movement supported by more than 125 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and

WHEREAS, City of Pharr encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.

NOW THEREFORE, BE IT RESOLVED that I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers’ Day and proclaims October 5, 2021 to be:

“Teachers’ Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of October 2021.

ATTEST:

CITY OF PHARR

Imelda Barrera, Asst. City Clerk

Ambrosio Hernandez, Mayor

Proclamation



WHEREAS, the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) is a federally funded, competitive grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education; and

WHEREAS, GEAR UP serves low-income, minority, and disadvantaged students and their families from underserved communities who might be the first person in their family to go to college; and

WHEREAS, GEAR UP provides six or seven-year grants to states or partnerships to deliver support and resources to students and their families, starting no later than the 7th grade (middle school), through high school and onward to fulfill their dreams of attaining a postsecondary education; and

WHEREAS, GEAR UP includes interventions such as tutoring, mentoring, rigorous academic preparation, financial education, and college scholarships to improve access to higher education for low income, minority, and disadvantaged, first-generation students and their families; and

WHEREAS, GEAR UP is built around public-private partnerships, enlisting the formidable resources of government, business, and community groups to support low-income students as they prepare to enter and succeed in college; and

WHEREAS, Vanguard Academy GEAR UP Grant serves over 2,500 students in 3rd grade to 10th grade; and

WHEREAS, Vanguard GEAR UP is the only GEAR UP grant in the nation serving eight cohorts and the only Charter System in the State of Texas to be awarded a GEAR UP grant. Vanguard Academy has been serving students since 2018; and

WHEREAS, the week of September 20, 2021 has been declared National GEAR UP Week; and

WHEREAS, the City of Pharr is committed to providing a quality education for all students, helping them to achieve their highest potential.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of September 20, 2021 as:

“National GEAR UP Week”

in the City of Pharr, Texas, and I urge all citizens to join me in supporting Vanguard Academy GEAR UP Project and this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of October 2021.

ATTEST:

CITY OF PHARR

Imelda Barrera, Asst. City Clerk

Ambrosio Hernandez, Mayor

Proclamation



WHEREAS, the Pharr Fire Department is committed to ensuring the safety and security of all those working, living in and visiting City of Pharr; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association®, and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms detect smoke well before people can, alerting them of danger when they may only have two minutes to escape safely from a fire, and working smoke alarms reduce the risk of dying in home fires; and

WHEREAS, Pharr residents need to be sure everyone in the home understands the sounds and signals of smoke and carbon monoxide alarms and knows how to respond; and

WHEREAS, Pharr residents will make sure their smoke and carbon monoxide alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Pharr residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Pharr first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Pharr residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week theme™, “Learn the Sounds of Fire Safety!” effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of October 3rd-9th, 2021 as:

“Fire Prevention Week”

and I urge all the people of City of Pharr to test their smoke and carbon monoxide alarms during Fire Prevention Week 2021 and to support the many public safety activities and efforts of the Pharr Fire Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of October 2021.

ATTEST:

CITY OF PHARR

Imelda Barrera, Asst. City Clerk

Ambrosio Hernandez, Mayor



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: October 4, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: September 29, 2021

MEETING DATE: October 4, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: City Engineer's Report

Fiscal Consideration: N/A

Staff Recommendation: City Engineer's Report

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 9/29/2021

Approved - 10/1/2021

Final Approval - 10/1/2021



Report on Capital Improvement Project Activity October 2021

City Engineer - Omar Anzaldua Jr., PE, CFM, PMP, CCM
Monday, October 04, 2021



Pharr
Engineering



CIP MEETING



Construction

1. Bridge Facility Expansion Phase II (NTP 02/15/2021)
2. Northside Community Center (NTP 12/02/2020)
3. City Hall 1st Floor Renovations (NTP 07/23/2020)
4. Aquatic Facility (NTP 11/01/2019)
5. Bridge Northbound Lane Expansion and 2nd BSIF Exit (NTP 09/08/2020)
6. Lift Station No. 30 (BO 02/02/21)
7. WWTP Oxidation Ditch No. 2 and Electrical Improvements Project Phase I (NTP 10/19/2020)
8. Various Parking Lot Improvements (BO 01/19/2021)
9. Javelina Drive Monument Signs (BO 06/08/2021)



Architect: The Warren Group Architects, Inc.
Contractor: International Consulting Engineers
CM: Easton Acquisitions, Inc.
Notice to Proceed: Feb. 15, 2021
Contract Time: 120 + 35 (ETC July 20, 2021)
SC:
FC: 184 (118.71%)
Time to Date: 231 (149.03%)
Contract Amount: \$598,000.00
Change Orders: \$58,562.00
Current Contract: \$656,562.00
Placed to Date: \$491,070.00 (74.79%)
Description: The project generally consists of additional improvements that include parking, southwest entrance, curtain wall, fence, roof, exterior lighting, and exterior finish. Location is at 9901 S. Cage Blvd.
Status: A final walk-thru was conducted on August 18, 2021.
Next Step: Finish punch list and close-out project.



Bridge Facility Expansion Phase II (1/1)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.

Contractor: Davila Construction, Inc.

CM: Brownstone Consultants, LLC

Notice to Proceed: Dec. 2, 2020

Contract Time: 273 (ETC Aug. 31, 2021)

Time to Date: 306 (112.09%)

Contract Amount: \$7,500,000.00

Change Orders: \$0.00

Current Contract: \$7,500,000.00

Placed to Date: \$4,865,300.35 (64.87%)

Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.

Status: Contractor continues work within the footprint of the building, trail, and amphitheater.

Next Step: Work is ongoing.



Northside Community Center (1/1)

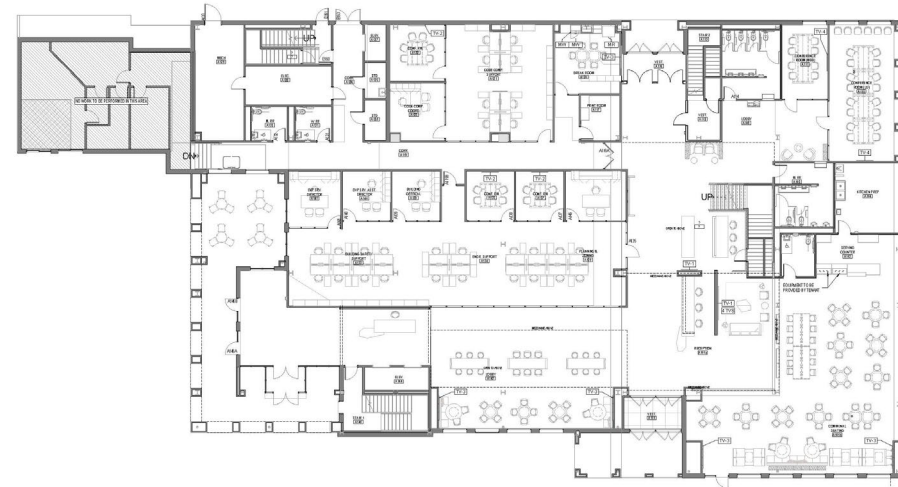
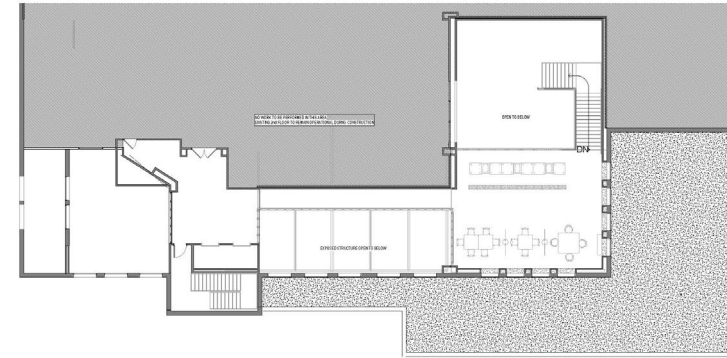


Pharr
Engineering



CONSTRUCTION

Architect: **GOERO International, LLC**
Contractor: **NM Contracting, LLC**
CM: **Brownstone Consultants, LLC**
Notice to Proceed: **July 23, 2020**
Contract Time: **207**
SC: **Feb. 14, 2021 (207 = 100%)**
FC: **March 01, 2021 (222 = 107.25%)**
Time to Date: **438 (211.59%)**
Contract Amount: **\$2,349,203.00**
Change Orders: **\$0.00**
Current Contract: **\$2,349,203**
Placed to Date: **\$2,206,389.17 (93.92%)**
Description: The project generally consists of renovations to 17,629 sq. ft. of City Hall 1st Floor. Renovations include a new mezzanine, deli, offices, assembly areas, and sprinkler system.
Status: Contractor has completed the project.
Next Step: Project close-out is pending.



City Hall 1st Floor Renovations (1/1)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.
Contractor: D. Wilson Const. Co.
CM: Easton Acquisitions, Inc.
Notice to Proceed: Nov. 1, 2019
Contract Time: 550 + 60 + 101 (ETC October 2021)

Time to Date: 703 (98.87%)
Contract Amount: \$23,165,208.00
Change Orders: -\$55,727.68
Current Contract: \$23,109,480.32
Placed to Date: \$21,566,546.59 (93.32%)

Description: The project generally consists of approximately 72,796 sq. ft. of new aquatic facility with an alternate second level build out of 1,212 sq. ft. Features include a 50-meter competition pool, diving pool, and spectator seating. The project also includes site work, landscaping, and irrigation. The location is at 3001 N. Cage Blvd.

Status: Contractor continues with construction (all trades) within the building envelope footprint.

Next Step: Change Order #3 is on the agenda for October 04, 2021. CO#3 will increase the contract amount by \$1,439,119.27 and includes the main large monument sign and digital display



09-22-2021

Aquatic Facility (1/1)



CONSTRUCTION

Engineer: **TEDSI Infrastructure Group, Inc.**
Contractor: **International Consulting Engineers**
CM: **Brownstone Consultants, LLC**
Notice to Proceed: **Sept. 8, 2020**
Contract Time: **545 + 26 (ETC April 02, 2022)**
Time to Date: **391 (68.48%)**
Contract Amount: **\$7,463,934.37**
Change Orders: **\$48,137.23**
Current Contract: **\$7,512,071.60**
Placed to Date: **\$ 3,651,458.21 (48.61%)**

Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.

Status: Contractor is continuing work on the booths and canopies.

Next Step: Work is ongoing.



*Bridge Northbound Lane Expansion and
2nd BSIF Exit (1/1)*

CONSTRUCTION



Pharr
Engineering



Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr

Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 90 (75.00%)

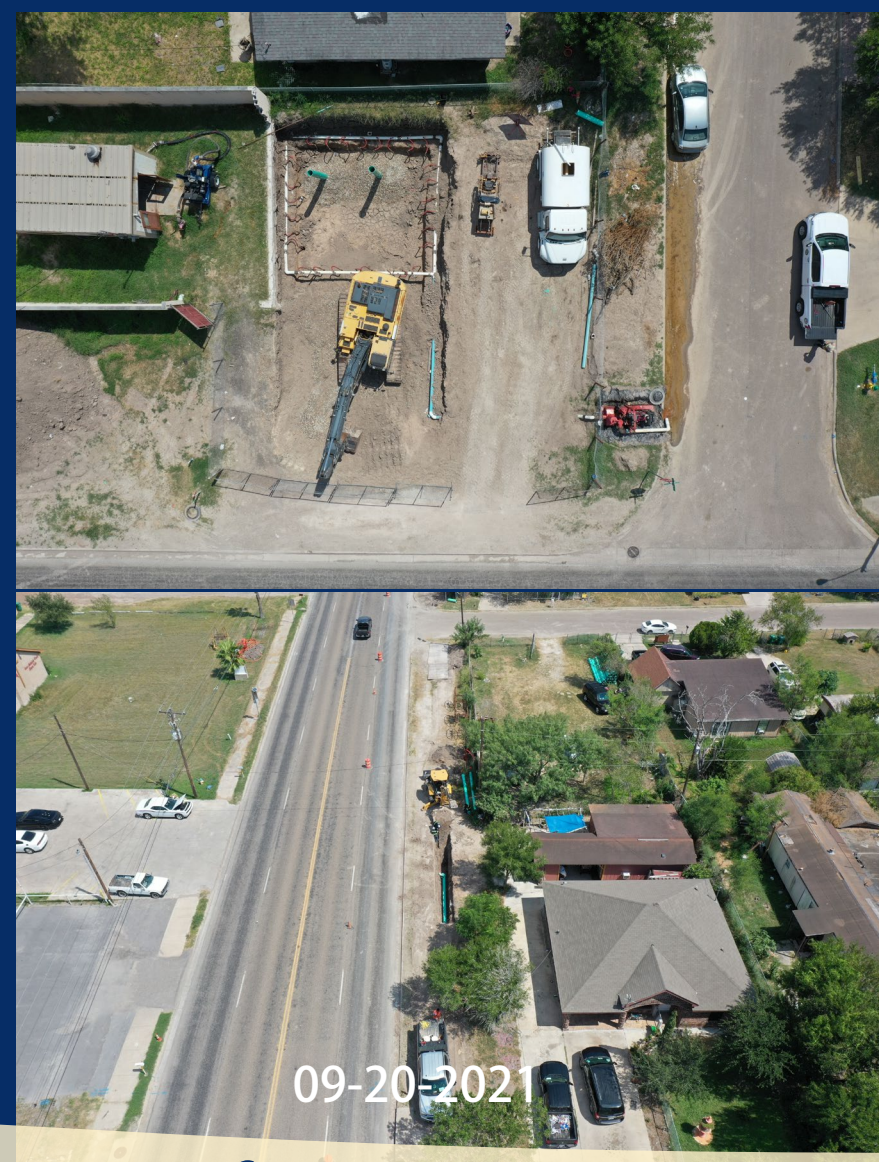
Contract Amount: \$1,494,704.00
Change Orders: \$0.00

Current Contract: \$1,494,704.00
Placed to Date: \$120,000.00 (8.03%)

Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Status: Contractor continues dewatering and has completed laying pipe along Dicker Rd. to the drainage ditch.

Next Step: Contractor will cross the pipe under Dicker Rd. and continue along the drainage ditch.



Lift Station No. 30 (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: **Carollo Engineers, Inc.**
Contractor: **Ferguson Service Systems, Inc.**
CM: **Brownstone Consultants, LLC**
Notice to Proceed: **Oct. 19, 2020**
Contract Time: **300 + 50 (ETC Oct. 03, 2021)**

Time to Date: **350 (100.00%)**
Contract Amount: **\$1,065,000.00**
Change Orders: **\$2,500.00**
Current Contract: **\$1,067,500.00**
Placed to Date: **\$237,900.00 (22.29%)**

Description: The project generally consists of constructing a new WWTP digester area motor control center and replacement of the existing digester area MCC. The project is located at 2400 S. Veterans Blvd.

Status: Contractor has completed the MCC building pad and poured the concrete encasement for the underground electrical conduit.

Next Step: The MCC building will come in mid-October.



WWTP Oxidation Ditch No. 2 and Electrical Improvements Phase I (1/1)

CONSTRUCTION



Pharr
Engineering



Architect: **City of Pharr**
Contractor: **RDH Site & Concrete, LLC**
CM: **City of Pharr**
Notice to Proceed: **May 4, 2021**
Contract Time: **90 + 74 (ETC Oct. 15, 2021)**
Time to Date: **153 (93.29%)**
Contract Amount: **\$616,150.50**
Change Orders: **\$130,259.50**
Current Contract: **\$746,411.00**
Placed to Date: **\$237,369.75 (31.80%)**
Description: The project generally consists of constructing various new parking lot facilities at a) 202 S. Aster St., b) 1000 E. Eldora Rd., c) 106 N. Cage Blvd., d) 906 E. Sam Houston Ave., and e) 1900 S. Cage Blvd.
Status: Contractor has completed the Overflow and Downtown Parking Lot.
Next Step: Contractor will be mobilizing to Dr. Long Park to continue work on the parking lot expansion.

Overflow Parking Lot



09-22-2021

Various Parking Lot Improvements (1/2)



Pharr
Engineering



CONSTRUCTION

Downtown Parking Lot



09-20-2021



Various Parking Lot Improvements (2/2)



Pharr
Engineering



CONSTRUCTION

Architect: Alvarado Architects & Associates, Inc.

Contractor: Facility Solutions Group

CM: City of Pharr

Notice to Proceed: July 26, 2021

Contract Time: 90 (ETC Oct. 24, 2021)

Time to Date: 70 (77.78%)

Contract Amount: \$124,330

Change Orders: \$0.00

Current Contract: \$124,330

Placed to Date: \$0 (0%)

Description: The project generally consists of new monument signs at the two east corners of S. Cage Blvd. and E. Javelina Dr.

Status: Submittals have been approved and the signs are being fabricated.

Next Step: Staking will begin next week.



Javelina Drive Monument Signs (1/1)



Pharr
Engineering



CONSTRUCTION



DEPARTMENT MISSION STATEMENT

“To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services.”



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 1, 2021

MEETING DATE: October 4, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of minutes for May 17, 2021 Regular Called Meeting; June 7, 2021 Regular Called Meeting; June 21, 2021 Regular Called Meeting; June 22, 2021 Special Called Meeting and July 19, 2021 Regular Called Meeting.

Classification: Consent

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

Issue: Approval of minutes for May 17, 2021 Regular Called Meeting; June 7, 2021 Regular Called Meeting; June 21, 2021 Regular Called Meeting; June 22, 2021 Special Called Meeting and July 19, 2021 Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of minutes.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 17, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 17, 2021 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Itza Flores

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Kenneth Ennis, Communications Director
Marcela Beas, Interim Chamber President

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MAY 17, 2021 AS ALONZO CANTU DAY.

Ed Wylie, Interim City Manager, introduced the item.

Mayor Hernandez read proclamation proclaiming May 17, 2021 as Alonzo Cantu Day and thanked his family for his dedication and service for the entire Rio Grande Valley.

Yolanda Cantu and Lexi Cantu were both present to accept the proclamation on Mr. Cantu's behalf. Lexi Cantu thanked the City Commission for their continued support for Mr. Cantu and stated she was honored to accept the proclamation.

Mayor Hernandez thanked both of them for being present and stated family is a strong unity. He further thanked them for their support and sacrifice contributing to Mr. Cantu's success.

Comm. Carrillo stated it was an honor to have both of them present and shared Mr. Cantu has helped so many businesses in the area as well as mentored a lot of individuals. He further thanked Mr. Cantu for all he has done for the community.

B) PROCLAMATION PROCLAIMING MAY 2021 AS MENTAL HEALTH AWARENESS MONTH.

Ed Wylie, Interim City Manager, introduced the item.

Joel Robles, Assistant Police Chief, and Pharr Police Department Mental Health Unit Staff were present to accept the proclamation.

Mayor Hernandez read proclamation proclaiming May 2021 as Mental Health Awareness Month and stated a lot of the drama the community sees unfold has to do with mental health. He congratulated the Police Department for their efforts and encouraged them to keep up the good work.

Comm. Carrillo thanked the Pharr Police Department for the good job. He mentioned this was something unique to our area and stated he was very proud of the City's Police Department for taking task on.

C) PROCLAMATION PROCLAIMING THE WEEK OF MAY 15 TO 21, 2021 AS PHARR POLICE MEMORIAL WEEK.

Ed Wylie, Interim City Manager, introduced the item.

Comm. Caballero read proclamation proclaiming May 15-21, 2021 as Pharr Police Memorial Week.

Joel Robles, Assistant Police Chief, and Pharr Police Department Staff were present to accept the proclamation. He thanked the City Commission for their continued support in keeping Sergeant Jorge L. Garcia's memory alive, who lost his life in the line of duty on August 9, 2013. Assistant Chief Robles stated events such as this are very memorable to the department. Lastly, he invited the City Commission and the public to join the Pharr Police Department at South Texas College at 6:00 p.m. for a small police memorial event.

Comm. Carrillo shared some kind words in honor of the memory of Sergeant Jorge L. Garcia.

D) PROCLAMATION PROCLAIMING THE WEEK OF MAY 16 TO 22, 2021 AS NATIONAL EMERGENCY MEDICAL SERVICES WEEK.

Ed Wylie, Interim City Manager, introduced the item.

Daniel Ramirez, Emergency Medical Services Chief and staff were present to accept the proclamation. Mr. Ramirez stated this was the first week for the Emergency Medical Services Department for the City of Pharr and that he was very excited to serve the public and celebrate Emergency Medical Services Week.

Mayor Hernandez stated the City of Pharr was very happy for the department and welcomed all the staff.

Comm. Chavez read the proclamation proclaiming May 16-22, 2021 as National Emergency Medical Services Week.

Mayor Hernandez further mentioned the plan was to have three (3) locations in the City located on the North, Central and South sides of Pharr to allow a fast response time.

E) PROCLAMATION PROCLAIMING MAY 16 TO MAY 23, 2021 AS NATIONAL PUBLIC WORKS WEEK.

Ed Wylie, Interim City Manager, introduced the item.

Pilar Rodriguez, Interim Public Works Director, thanked the City Commission for recognizing the Public Works Department and stated these employees, rain or shine, were out providing services to the citizens of Pharr in the areas of streets, drainage, traffic control devices, fleet maintenance, animal control services, recycling and storm water inspections. He further stated he would like to thank these employees for the hard work they provide everyday and thanked City Management and the City Commission for supporting the mission of the Public Works Department.

Mayor Hernandez thanked all the staff for their work and services they provide the residents of Pharr. He also asked Mr. Rodriguez to share some details on the Recycling effort the City was looking to start.

Pilar Rodriguez, Interim Public Works Director, stated the City was looking at an initiative to start providing Curbside Recycling for Pharr residents. He stated this would be done by providing residents a blue bin so they could deposit their recyclable items and could be taken out to the curb on some frequency and City would come by and pick-up on a regular frequency to save time and effort for residents. Mr. Rodriguez further mentioned that there would be a service fee associated with this service because of the heavy equipment it requires, plus the transport and disposal fees involved.

Mayor Hernandez stated the Commission would have to entertain this service before moving forward so the citizens are aware of what this service entails.

Comm. Chavez thanked Pilar Rodriguez and the Public Works staff for providing services to the community on the weekend during flash flood weather conditions. He commended the staff for doing a good job and expressed gratitude for the continued hard work from the Public Works staff to the community.

Comm. Caballero also thanked the staff for their response to the community and hard work and dedication.

Comm. Carrillo read proclamation proclaiming May 16-23, 2021 as National Public Works Week.

Ed Wylie, Interim City Manager, stated normally the City of Pharr gives the staff a thank you, however, this year the City of Pharr would provide these departments with a lunch meal provided by the Food Trucks in the City for each day of the week for the entire week.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MAY 2021. (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 18.42% for year to date true growth compared to last year and this placed the City at number 4 in the region.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR APRIL 2021. (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 1.80% in tax collection which is a 93.41% collection rate for the year.

Ed Wylie, Interim City Manager, reported the Public Works Department would be spraying for mosquitos throughout the entire City.

ITEM 6. CONSENT AGENDA

A) CONSIDERATION AND ACTION AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF FUEL. (PURCHASING)

B) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. **BOCANEGRA INVESTMENTS LLC. REQUESTED A CHANGE OF ZONE FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING .257 ACRES OUT OF LOTS 22 & 23, BLOCK 1, EULA YOUNG SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED BETWEEN THE 700-720 BLOCK OF WEST PARK AVENUE. COZ#210424 (DEVELOPMENT SERVICES)**
2. **CALVARY CHRISTIAN MINISTRIES OF SOUTH TEXAS INC. REQUESTED A LIFE OF USE CONDITIONAL USE PERMIT FOR A CHURCH IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 3.1542 ACRES OUT OF LOT 1, ADVENTURE PLAZA SUBDIVISION, PHARR, HIDALGO COUNTY,**

TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1700 NORTH JACKSON ROAD. CUP#210425 (DEVELOPMENT SERVICES)

3. **THE PHARR ORATORY OF ST. PHILIP NERI SCHOOL SYSTEM, REQUESTED A LIFE OF USE CONDITIONAL USE PERMIT FOR A RELIGIOUS EDUCATION/CATHOLIC SCHOOL IN A SINGLE FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.361 ACRES OUT OF LOT 1, ST. JUDE CHURCH SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 505 SOUTH IRONWOOD STREET. CUP#210426 (DEVELOPMENT SERVICES)**
4. **VELCH VENTURES LLC., D/B/A ALTAMAR SEAFOOD BAR, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING .092 ACRES, MORE OR LESS, OUT OF LOT 1, SPAMER BUSINESS PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 8001 SOUTH JACKSON ROAD SUITE 1 & 2. CUP#210427 (DEVELOPMENT SERVICES)**

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

Ordinance No. O-2021-28 is filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DISSOLVING THE PHARR EVENTS CENTER DEPARTMENT; PROVIDING FOR REALLOCATION OF INVENTORY, ASSETS, CONCESSIONS SUPPLIES, PERMITS AND LICENSES AS ALLOWED BY LAW; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE.(1ST READING) (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated the Pharr Events Center was transitioning to the new Emergency Medical Services Department, therefore dissolving the Pharr Events Center. He further recommended approval.

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

- B) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2021-18 REGULATING AMBULANCE SERVICES IN THE CITY OF PHARR.(ADOPTION ON 1ST READING) (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated this was an evolving department and as the department takes on different tasks the Ordinance needs to be amended. He further stated this amendment included the air charges needed for Air Ambulance and recommended approval.

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

Ordinance No. O-2021-27 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING. (DEVELOPMENT SERVICES)**

Ed Wylie, Interim City Manager, introduced the item and stated the city was looking at a secondary nature park. He further stated the city had identified some land and the city would like to pursue it. He recommended approval.

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

Resolution No. R-2021-27 is filed with the City Clerk's Office.

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2021A, FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO. (FINANCE)**

Ed Wylie, Interim City Manager, introduced the item and stated this was for the Texas Water Development Board for the south side Regional Detention Pond. He mentioned certificates of obligation would be issued in the amount of \$5 million in which \$1.7 million in loan forgiveness and \$3.17 million would be financed. He further recommended approval.

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

Resolution No. R-2021-28 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING A MAYOR PRO TEM AND ALTERNATE MAYOR PRO TEM. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated it was customary to appoint both positions after an election. He further stated they could be voted on together or separately but both would go on the same Resolution.

Comm. Medina **moved** to recommend Comm. Daniel Chavez as the Mayor Pro Tem and Comm. Roberto Carrillo as the Alternate Mayor Pro Tem. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-29 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING THREE (3) REGULAR MEMBERS TO THE BOARD OF ADJUSTMENT. (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated the appointments for Hector Guerra, Guadalupe Cano, and Ruben Luna were going to expire in June 2021 and all wished to re-serve.

Comm. Carrillo **moved** to re-appoint Hector Guerra, Guadalupe Cano and Ruben Luna to the Board of Adjustment. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-30 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CAXCAN S.A. DE C.V. INGENIEROS CIVILES TO CONDUCT FIELD STUDIES AND CONCEPTUAL PLAN (PHASE IV) FOR BRIDGE EXPANSION PROJECT (TWIN BRIDGE/SECOND SPAN) IN MEXICO. (PROJECT # 1819-70-510-S034-001) (BRIDGE)

Ed Wylie, Interim City Manager, introduced the item and stated this was for the Mexican side to make sure it matched with the American side of the bridge. He further mentioned the total charge was \$347,000 and recommended approval.

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

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING POLICE DEPARTMENT TO PURCHASE TWO (2) 2021 BMW R1250 RT-P POLICE MOTORCYCLES FOR A TOTAL OF \$56,806.72 FROM BMW MOTORCYCLES OF NORTH DALLAS, TEXAS. (POLICE)

Ed Wylie, Interim City Manager, introduced the item and stated the new Police Chief was instructed to start a motorcycle force and this was the first two (2) motorcycles the city would like to purchase. He further recommended approval.

Comm. Medina asked why the city would like to purchase BMW's instead of Harley Davidson motorcycles.

Andy Harvey, Police Chief, stated the deciding factor was the repairs and down time of repairs for motorcycles.

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

B) CONSIDERATION AND ACTION IF ANY, AUTHORIZING CITY MANAGER TO RATIFY THE PURCHASE OF \$250,000 FOR MANHOLE REPAIRS FROM SOUTHERN TRENCHLESS SOLUTIONS OUT OF LA FERIA, TX THROUGH BUYBOARD CONTRACT# 555-18. (PUBLIC UTILITIES)

Ed Wylie, Interim City Manager, introduced the item and stated these manhole repairs had been done since time was of the essence and this company was same the company used before. He further recommended approval.

Comm. Chavez **moved** to approve as recommended. Comm. Medina seconded the motion.

Mayor Hernandez asked if there was a schedule to replace manholes and asked the director to bring a schedule to the next meeting on how long these manholes last.

Ed Wylie, Interim City Manager, stated the city replaces thirty-five (35) per year.

There being no further discussion, the motion was put to a vote, it carried by majority vote of five (5) ayes and one (1) abstention. Comm. Carrillo abstained from voting.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RATIFY THE PURCHASE OF \$247,433 FOR JONES BOX PARK SPLASHPAD FROM VORTEX OUT OF CORNELIUS, NORTH CAROLINA THROUGH BUYBOARD CONTRACT #592-19. (PARKS)

Ed Wylie, Interim City Manager, introduced the item and stated this was previously approved but the only difference was that it was under the Construction Manager At Risk (CMAR) contract. He stated staff took on the project because staff had better contact with the vendor and got it authorized to get the contract. He further recommended approval.

Comm. Chavez **moved** to approve as recommended. Comm. Medina seconded the motion.

Mayor Hernandez asked where at Jones Box Park would the splash pad be located.

Ed Wylie, Interim City Manager, stated the splash pad would be located on the west side of park.

Comm. Chavez asked how long the splash pad would take to complete.

Sergio Alanis, Parks & Recreation Director, stated work should be completed by mid-July.

There being no further discussion, the motion was put to a vote and it carried unanimously.

D) CONSIDERATION AND ACTION , IF ANY, AUTHORIZING CITY MANAGER IN PURCHASING UPGRADE TO NEW WORLD COMPUTER AIDED DISPATCH SOFTWARE TO INTERFACE EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT IN THE AMOUNT OF \$313,261 (EMERGENCY MEDICAL SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated this was the Computer Aided Dispatch (CAD) system for EMS and Fire dispatching and mentioned this was the last thing needed to bring everyone under the same umbrella. He further recommended approval.

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

ITEM 10. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION. IF ANY, AUTHORIZING THE PHARR POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS. (POLICE)

Ed Wylie, Interim City Manager, introduced the item and stated this would allow two (2) certified police officers on the Homeland Security Investigations (HIS) Task Force. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AWARDING A SERVICE CONTRACT FOR ROADWAY STREET SWEEPING TO SWEEPING CORPORATION OF AMERICA OUT OF HOUSTON, TX, FOR BID ITEMS 1, 2 AND 3. (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and stated the City of Pharr owns three (3) street sweepers. He stated these sweepers have been a nightmare to keep in service and sweepers keep breaking down. Mr. Wylie mentioned Pilar Rodriguez, Interim Public Works Director, recommended going out for services to see what it compared to. Furthermore, he stated the cost to purchase three (3) street sweepers would be \$676,965 to sweep four (4) times a year and going out for services the cost would be \$259,000 to sweep once a month. He further recommended awarding contract to Sweeping Corporation of American for a period of one (1) year for bid items 1, 2 and 3 as presented.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A ENGINEERING FIRM ON THE CITY'S APPROVED LIST QUALIFIED TRAFFIC ENGINEERING FIRMS TO PERFORM A TRAFFIC STUDY FOR SAM HOUSTON BLVD. BETWEEN JACKSON RD AND VETERANS RD. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the city has received some complaints that traffic is relatively slow and people are going above the speed limit. He recommended a traffic study be done to make sure speed limits are at the right locations.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIKE PEISTCH, PE CONSULTING SERVICES INC. FOR I.S.O. SURVEY INSPECTION. (FIRE)

Ed Wylie, Interim City Manager, introduced the item and stated the city's I.S.O. rating for the last ten (10) years was due last year, however due to the pandemic, the city pushed it back to this year. He further explained this item can have a positive or negative impact on our city's businesses and residential insurance rates and the cost would be \$29,000 for the service.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH HALFF ASSOCIATES, INC. FOR THE FY16 DONATIONS ACCEPTANCE PROGRAM (DAP)-PHARR LPOE CARGO INSPECTION DOCK & COLD INSPECTION FACILITY EXPANSION AND AGRICULTURE LAB & TRAINING CENTER FACILITY PROJECT. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the city has Halff Associates Inc. on contract for the DAP Projects. He further stated when they were on contract there was no state permit and inspection process; since then the state has developed it and it is mandatory. Therefore, the cost for additional professional engineering and architectural services would cost \$59,000. He recommended approval.

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

ITEM 11. CLOSED SESSION

None

ITEM 12. RECONVENE

None

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:54 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 17th DAY OF MAY 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 7, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 7, 2021 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez (Arrived @ 4:08pm)
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Roberto “Bobby” Carrillo
Mayor Pro Tem Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldúa, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Criselda Flores, Municipal Judge
Joel Robles, Assistant Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Kenneth Ennis, Communications Director
Marcela Beas, Interim Chamber President
Michelle Lopez, Chief Comm. Officer

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

June 7, 2021

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

Comm. Ricardo Medina called the meeting to order at 4:05 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING JUNE 7, 2021 AS NOLAN PEREZ M.D. DAY.

Ed Wylie, Interim City Manager, introduced the item and stated Mr. Perez was unable to make meeting. No action on item.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES.

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Ed Wylie, Interim City Manager, introduced the item and stated all projects were on time. He further stated City Engineer was available and questions could be entertained at this time.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR APRIL 5, 2021 REGULAR CALLED MEETING; APRIL 26, 2021 REGULAR CALLED MEETING; MAY 3, 2021 REGULAR

- CALLED MEETING; AND MAY 11, 2021 SPECIAL CALLED MEETING.
(ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DISSOLVING THE PHARR EVENTS CENTER DEPARTMENT; PROVIDING FOR REALLOCATION OF INVENTORY, ASSETS, CONCESSIONS SUPPLIES, PERMITS AND LICENSES AS ALLOWED BY LAW; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE.(2ND READING) (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) TO DEVELOP THE PHARR COMPREHENSIVE PEDESTRIAN SAFETY AND WELLNESS PLAN (CSJ #0921-02-389) (ENGINEERING)**
- D) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR THE PURCHASE AND DELIVERY OF CITY WIDE UNIFORMS. (PURCHASING)**
- E) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUESTS FOR PROPOSALS (RFP) TO PROVIDE FLEET MAINTENANCE AND REPAIRS SERVICES FOR THE CITY OF PHARR (PUBLIC WORKS)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. TREVINO ENGINEERING, REPRESENTING ZUKO FAMILY LIMITED PARTNERSHIP, OWNER, REQUESTED FOR A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO HEAVY INDUSTRIAL DISTRICT (H-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 58.64 ACRES OUT OF A PORTION OF LOTS 368 AND 369 KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS AND LOTS 13 AND 14, BLOCK 1, CLOSER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED BETWEEN THE 1100 AND 1500 BLOCK OF EAST HI-LINE ROAD. COZ#210429 (DEVELOPMENT SERVICES)**
 - 2. PAPPAS RESTAURANTS, INC., D/B/A PAPPADÉAUX SEAFOOD KITCHEN, REQUESTED FOR RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PAPPAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1610 WEST EXPRESSWAY 83. CUP#100103 (DEVELOPMENT SERVICES)**
 - 3. JUAN F. GARZA, D/B/A MUELLE 37, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.073 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 2, BROWNING COMMERCIAL AREA SUBDIVISION, PHARR, HIDALGO**

June 7, 2021

COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1000 NORTH CAGE BOULEVARD, SUITE A. CUP#150325 (DEVELOPMENT SERVICES)

4. TAQUERIA BORREGO PINTO, REQUESTED FOR RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 212, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6615 SOUTH JACKSON ROAD. CUP#180208 (DEVELOPMENT SERVICES)

PLATS:

1. MELDEN & HUNT INC., REPRESENTING W.A. LANDRETH, MANAGER, FOR VAQUERO VENTURES MANAGEMENT, LLC, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED 7-11 CAGE ADDITION SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.742 ACRES OUT OF LOT 77, KELLY-PHARR SUBDIVISION AND OUT OF LOTS 1-3 AMENDED GOMEZ SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 6000 BLOCK OF NORTH IH 69C. SUB#200209 (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

Ordinance No. O-2021-29 is filed with the City Clerk's Office.

Mayor Hernandez arrived at time being 4:08 p.m.

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

ITEM 10. CLOSED SESSION

The time being 4:09 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087

ITEM 11. RECONVENE

The time being 5:05 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

June 7, 2021

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; AWARDED THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO. (ADOPTION ON 1ST READING) (FINANCE)**

Ed Wylie, Interim City Manager, introduced the item and stated this Ordinance was to extend bond call date for Series 2020 from five years to ten years. He recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried by majority vote of five (5) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

Ordinance No. O-2021-30 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING AN OFFICE OF ORGANIZATIONAL AND STRATEGIC EXCELLENCE DEPARTMENT WITHIN THE CITY OF PHARR. (1ST READING) (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated as part of our Baldrige journey, the integration of Lean practices, performance data and customer service focus were needed under one umbrella. He recommended proposal to create the Office of Organizational and Strategic Excellence Department.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN INTERLOCAL AGREEMENT WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC) FOR THE IMPLEMENTATION OF A REGIONAL BIKESHARE PROGRAM. (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and stated program would consist of installing one B-Cycle Docking Station, kiosk, and bicycles in the City of Pharr. He stated the initial cost to the City would be \$45,858 of which Texas Department of Transportation (TXDOT) would reimburse the City \$21,750 for a net cost to the City of \$24,108. He recommended approval.

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

June 7, 2021

Resolution No. R-2021-31 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR THE FY21 COPS OFFICE HIRING PROGRAM. (POLICE)

Ed Wylie, Interim City Manager, introduced the item and stated the Police Department was seeking approval to apply for ten (10) additional police officers under this program. He stated the total project cost for the ten (10) additional officers for three years would be \$1,973,497.56 with a matching share of \$496,374.39 by the City. He recommended approval.

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

Resolution No. R-2021-32 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD. (PARKS)

Ed Wylie, Interim City Manager, introduced the item and stated the terms for Alma Caso, Ben Cantu, and Aaron Garza would expire on June 5, 2021. He stated all three would like to continue serving, however Eduardo Mata would not be able to continue serving. Mr. Wylie stated appointment of a new board member would be needed.

Comm. Medina **moved** to re-appoint Alma Caso, Ben Cantu, Aaron Garza and appoint Rudy Beltran to the Parks & Recreation Advisory Board. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-33 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE KEEP PHARR BEAUTIFUL COMMITTEE BOARD. (PARKS)

Ed Wylie, Interim City Manager, introduced the item and stated the terms for Ricardo Carranza, Romeo Robles Jr., Frank Santana and Olivia Ramirez would expire on June 5, 2021. He stated all four would like to continue serving.

June 7, 2021

Comm. Flores **moved** to re-appoint Ricardo Carranza, Romeo Robles Jr., Frank Santana and Olivia Ramirez to the Keep Pharr Beautiful Committee Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-34 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING TWO (2) MEMBERS TO THE TIERRA DEL SOL GOLF COURSE. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated Artemio Palacios and Juan Willingham had resigned as members of the Tierra Del Sol Golf Course Advisory Board, therefore, two members were needed for the remainder of the unexpired terms.

Comm. Chavez **moved** to appoint David Pena and Carlos Villegas to the Tierra Del Sol Golf Course Advisory Board. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-35 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING TWO (2) MEMBERS TO THE PHARR MEMORIAL LIBRARY ADVISORY BOARD. (LIBRARY)

Ed Wylie, Interim City Manager, introduced the item and stated the terms for Anita Vela and Mary Q. Gonzalez expired on June 3, 2021. He stated both had expressed interest in serving another term.

Comm. Flores **moved** to re-appoint Anita Vela and Mary Q. Gonzalez to the Pharr Memorial Library Advisory Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-36 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) BOARD MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated the terms for Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina and Comm. Daniel Chavez expired on June 5, 2021.

June 7, 2021

Comm. Flores **moved** to re-appoint Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina and Comm. Daniel Chavez to the Tax Increment Reinvestment Zone Number One Board. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-37 is filed with the City Clerk's Office.

J) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated the terms for Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina and Comm. Daniel Chavez expired on June 5, 2021.

Comm. Flores **moved** to re-appoint Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina and Comm. Daniel Chavez to the Tax Increment Reinvestment Zone Number Two Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-38 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGER ORDER NO. 1 FOR THE CITY OF PHARR INTERNATIONAL BRIDGE FACILITY EXPANSION AND RENOVATIONS PROJECT PH II. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this was for additional scope of work in the amount of \$58,562 for driveway, retainage wall and dumpster pad. He recommended approval.

Comm. Flores **moved** to approve as recommended. Comm. Medina seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR THE NORTHBOUND LANES AND 2ND BSIF EXIT PROJECT. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this was for additional scope of work in the amount of \$48,137.23 for installation of concrete conflict manhole, application of primer & paint to existing steel columns and water & sewer services. He recommended approval.

June 7, 2021

Comm. Flores **moved** to approve as recommended. Comm. Medina seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN VANGUARD ACADEMY AND THE PHARR POLICE DEPARTMENT TO COLLABORATE IN CREATING A SCHOOL RESOURCE OFFICER PROGRAM. (POLICE)

Ed Wylie, Interim City Manager, introduced the item and stated partnership was to assign Pharr Police officers at Vanguard Academy to provide policing services. He stated Vanguard Academy would cover the police employee salary during the school year. He recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH R.L. ABATEMENT FOR THE DEMOLITION OF THE CITY OWNED BUILDING LOCATED AT 2914 N. CAGE BLVD. THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) PURCHASING COOPERATIVE. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and recommended approval of demolition in the amount not to exceed \$56,000.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH RABA KISTNER CONSULTANTS, INC. FOR ENVIRONMENTAL SERVICES FOR THE FY 16 DAP PROJECT (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and recommended approval of contract for environmental services in the amount of \$46,370.

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

June 7, 2021

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH TRIMAD CONSULTANTS, LLC FOR PROFESSIONAL WATER AND WASTEWATER ENGINEERING SERVICES RELATED TO THE EXPRESSWAY ELEVATED STORAGE TANK TO ELDORA ELEVATED STORAGE TANK WATER TRANSMISSION MAIN (ROTATION LIST) (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and recommended approval to amend contract in the amount of \$20,000 for alternate route alignment.

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

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH J & R ENGINEERING FOR PROFESSIONAL WATER AND WASTEWATER ENGINEERING SERVICES RELATED TO THE SANITARY SEWER COLLECTION SYSTEM ELIMINATION PROJECT FOR LIFT STATION 26 AND LIFT STATION 30 (ROTATION LIST). (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and recommended to amend contract in the amount of \$75,000 for additional scope of work needed.

Comm. Guajardo **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

- F) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF FOUR (4) NATURAL GAS GENERATORS FROM HOLT POWER SYSTEMS OUT OF SAN ANTONIO, TX FOR THE DEVELOPMENT AND RESEARCH CENTER, THE JOSE "PEPE" SALINAS RECREATION CENTER, THE PHARR POLICE DEPARTMENT, AND THE PHARR EMS CENTER IN THE TOTAL AMOUNT OF \$1,466,565.00. THROUGH BUYBOARD CONTRACT NO.597-19 (PARKS)**

Ed Wylie, Interim City Manager, introduced the item and stated this was for City buildings that are used as disaster recovery shelters and require backup power in the case of outages during weather events. He recommended approval.

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

- G) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF SAFETY WORK BOOTS AND SHOES TO CASCO INDUSTRIES OUT OF LA PORTE, TX (PUBLIC WORKS)**

June 7, 2021

Ed Wylie, Interim City Manager, introduced the item and recommended awarding contract to the lowest, responsive and responsible bidder, Casco Industries for items 1, 2, 3, 4, 5, 6, and 7 in the amount of \$20,000.

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

H) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SAN JUAN FOR USE OF THE CITY OF PHARR'S 20 CUBIC YARD GRAPPLE LOADER AND HEAVY EQUIPMENT OPERATOR. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated grapple loader was for brush pick-up. He further stated City of San Juan would be responsible for all certification and insurance necessary for the proper operations of the brush unit to include liability of heavy equipment operator. He recommended approval.

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

ITEM 12. ADJOURNMENT

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 7th DAY OF JUNE 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

MINUTES: REGULAR CALLED MEETING
June 7, 2021

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 21, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 21, 2021 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Mayor Pro Tem Daniel Chavez

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Roland Gomez, Interim Dev. Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Oscar De Leon, Asst. Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Kenneth Ennis, Communications Director
Marcela Beas, Interim Chamber President
Michelle Lopez, Chief Comm. Officer

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

John E. Covell, registered to speak on Consent Agenda Item 5-A1. Mr. Covell briefly spoke about concerns regarding the engineering work to Moore Road and the new construction of Circle K convenience store being built.

Mayor Hernandez called on Omar Anzaldua, City Engineer, to address Mr. Covell's concerns on Moore Road.

Omar Anzaldua, City Engineer, stated a Geotechnical Engineer did a study on the course of soil and engineer had recommended 3-4% lime to stabilize the sub-grade.

Mayor Hernandez thanked Mr. Covell for his commentary and education. He stated the Moore Road project would be accelerated through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) to hopefully be completed earlier than the expected completion year. He further stated the entire road from Jackson Road to Veterans Road would be re-done and made into a three-lane road.

Lynn Arnold, registered to speak on Consent Agenda Item 5-A1. Ms. Arnold expressed concerns regarding the new Circle K being build at the corner of Cage Boulevard and Moore Road. She asked questions to Commission regarding the heavy flow of traffic, traffic congestion, drainage, curb & gutter issues, bright lights and noise issues. Lastly, Ms. Arnold requested to the Commission they consider the change of zone to this property.

Mayor Hernandez clarified some points Ms. Arnold mentioned. He stated the use of Moore Road would not be intended for use by semi-tractor trailers, semi-tractor trailers would be utilizing Cage Boulevard. Mayor Hernandez also stated the curb & gutter would be addressed when Moore Road was re-built. He also stated the speeding issues would hopefully be addressed with the City-wide Broadband project with installation of cameras throughout the City. Mayor Hernandez asked Omar Anzaldua, City Engineer, if a traffic study had been done for this area.

Omar Anzaldua, City Engineer, stated a traffic study was not required for a convenience store, but mentioned the engineer of record, Melden & Hunt, was available in the audience for questions.

Melden & Hunt Engineer, stated there was two access areas for traffic flow, those being Cage Boulevard and Moore Road. He further mentioned the City could possibly discourage there not being an access to Moore Road but stated for a facility like this, circulation of traffic was important.

Mayor Hernandez respectfully requested Engineering company speak with property owners on prohibiting semi-tractor trailer traffic on Moore Road before moving forward with project.

Ed Wylie, Interim City Manager, recommended access road from Moore Road with Right-in and Right-out traffic flow to prevent staggered traffic and congestion.

Melden & Hunt Engineer, stated they could definitely work with staff on these concerns.

Andrew Harvey, Chief of Police, also stated there would be high visibility on Moore Road addressing the concerns of speeding and loud noises in the area.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JUNE 2021.

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 23.41% for year-to-date true growth and 45.58% compared to last year.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR MAY 2021.

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr delinquent tax had increased and everything was on track.

Ed Wylie, Interim City Manager, reported the City's credit rating remained at a AA- rating from good financial management from City Commission and staff.

MINUTES: REGULAR CALLED MEETING

June 21, 2021

Ed Wylie, Interim City Manager, reported the City of Pharr was awarded the Distinguished Budget Presentation Award and Certificate of Recognition to Karla Saavedra, Finance Director, by the Government Finance Officers Association. City Commission congratulated Karla for managing the City's Finances and good work.

Ed Wylie, Interim City Manager, reported Kenneth Ennis, Interim Public Safety Communications Director, was sworn-in to the Texas National Emergency Number Association Board as the Southern Regional Coordinator, he represents 27 counties and represents Telecommunications Officers in all 27 counties. Furthermore, Mr. Ennis is also responsible for coordinating training and facilitating career developing for this region. City Commission congratulated Kenneth for his good work and recognition.

Ed Wylie, Interim City Manager, reported a third ambulance was added to the Western part of the county and stated the Emergency Medical Services department was growing. He further stated the department currently had nine (9) full-time ambulances in service throughout the county and cover 623 square miles.

Ed Wylie, Interim City Manager, reported the Pharr Police Department was kicking-off their Horse Patrol unit and would be in attendance at the City's 4th of July Festival on Sunday, July 4, 2021 at Jones Box Park in South Pharr located at 1201 Rosa Lane from 5:00 p.m. to 9:00 p.m. He invited the public to come join us at event for food, music and rides.

Ed Wylie, Interim City Manager, reported the purchase of the new Rescue truck for the Fire Department that was approved last year and would be going in service by next week. He reported this Rescue truck was desperately needed in Pharr and further explained the differences in the apparatus vehicles at the Fire Department.

Ed Wylie, Interim City Manager, reported Lenny Perez, Fire Chief, announced his retirement from the fire service after serving for 36+ years and stated his last day of service with the City of Pharr was July 23, 2021. Staff and City Commission congratulated him on his retirement.

Mario Lizcano and Chamber of Commerce Board members announced the new Pharr Chamber of Commerce President, Marcela Beas. Ms. Beas thanked the Pharr Chamber of Commerce Board for entrusting her to lead the organization and stated they were committed to fulfilling the mission in fostering economic growth and providing relevant services to all of the businesses within the community. City Commission congratulated her and welcomed her as Board President.

ITEM 5. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

June 21, 2021

1. MELDEN & HUNT, INC. REPRESENTING H & E TIJERINA CHILDREN'S FAMILY LTD, OWNER, HAS FILED WITH THE PLANNING AND ZONING COMMISSION A REQUEST FOR A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.728 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 220, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 100-200 BLOCK OF WEST MOORE ROAD. COZ#210530
2. JOSE RUBEN MENDEZ, D/B/A 100% ANTOJITOS MEXICANOS, 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 A 0.04 ACRE TRACT OF LAND OUT OF LOT 1, JACKSON RIDGE COURT PHASE 2 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON ROAD, SUITE 9. CUP#140525
3. ROMMEL ORGANISTA, D/B/A KURAI CHINESE & SUSHI RESTAURANT, 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 0.05 ACRE, MORE OR LESS, OUT OF LOT 1, JACKSON RIDGE COURT PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON, SUITE 1. CUP#120424

PLATS:

1. B.I.G. ENGINEERING, REPRESENTING JAIME A RODRIGUEZ, PRESIDENT, FROM JAR GROUP DEVELOPMENT IS REQUESTING PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED THE CASCADES SUBDIVISION PHASE II. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 5.44 ACRE TRACT OF LAND OUT OF LOT EIGHTY-SIX (86), KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 600 BLOCK OF WEST MINNESOTA ROAD. SUB#210309

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

Ordinance No. O-2021-31 is filed with the City Clerk's Office.

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

ITEM 10. CLOSED SESSION

June 21, 2021

The time being 4:26 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087

ITEM 11. RECONVENE

The time being 5:56 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF A PLAN OF FINANCE FOR CITY OF PHARR INTERNATIONAL BRIDGE SYSTEM REVENUE BONDS, SERIES 2021. (DAP) (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated finance plans are for DAP 15 & 16 Bridge Improvements project. He recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RESIGNATION OF MUNICIPAL JUDGE. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated Criselda Flores-Rincon submitted letter of resignation on June 11, 2021 for Municipal Judge. He recommended approval.

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

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING A MUNICIPAL JUDGE. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and recommended to table item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2016-20 ADOPTING THE PURCHASING POLICIES AND PROCEDURES MANUAL. (1ST READING) (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item and briefly explained there were minor audit findings regarding the City P-Cards and how they were being used. He further stated staff was advised to use P-Cards for accrual of reward points and, also had some out of the normal expenses due to covid. Mr. Wylie stated updating the purchasing manual would bridge the gap to be more in-line with what the City was doing daily. He recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CLOSE STATE ROADWAYS FOR PUBLIC EVENTS. (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and stated the City would be doing one resolution listing all city events so it was placed on agenda one time instead of individually. He recommended approval.

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

Resolution No. R-2021-39 is filed with the City Clerk's Office.

D) CONSIDERATION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2020-35 FOR BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021 BUDGET (ADOPTION ON 1ST READING). (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated the City was taking advantage of some of the good changes with sales tax growth, property tax growth and bridge revenues. He stated additional staff was hired for the opening of Deli, additional staff for Emergency Medical Services department and additional technicians were hired for City WiFi project. Furthermore, Mr. Wylie stated due to heavy rainfall, City streets are in need of repairs and additional funds were needed for street materials. He recommended approval.

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

Ordinance No. O-2021-32 is filed with the City Clerk's Office.

ITEM 8. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT TO PURCHASE THE PROPERTY LOCATED AT 305 S. CAGE BLVD. IN THE AMOUNT OF \$83,162.00. (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated the Fraternal Order of Eagles was shutting down due to low member participation. He further stated this was the last piece of land needed to re-develop entire block and mentioned the amount of \$83,162 was the appraised value of property as per appraisal district, therefore there was no need for the City to do a separate appraisal. He recommended approval.

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD CONSTRUCTION CONTRACT FOR THE JAVELINA DRIVE MONUMENT SIGNS PROJECT (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and stated the City wants to re-negotiate with the awarding bid to go down to two signs instead of the original four signs.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH PWE PRODUCTIONS, LLC FOR THE PERFORMANCE OF SPAZMATICS ON DECEMBER 31, 2021 FOR THE CITY OF PHARR NEW YEAR'S EVE EVENT. (FINANCE)**

Ed Wylie, Interim City Manager, introduced the item and stated this would be the first year the City would be having a New Year's event. He stated the City was planning a big ball drop, champagne for those that qualified and the City would like to have the Spazmatics perform at event. He recommended approval.

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

June 21, 2021

C) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF MID-GRADE UNLEADED GASOLINE AND ULTRA LOW SULFUR DIESEL TO GOLD STAR PETROLEUM, INC. OUT OF SPRING, TX, FOR ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10. (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and stated Gold Star Petroleum, Inc. was the lowest bidder for both gasoline and diesel contracts. He recommended approval.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:02 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 21st DAY OF JUNE 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
TUESDAY, JUNE 22, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, June 22, 2021 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Karla Saavedra, Finance Director
Adolfo Garcia, Library Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BOARD. (ADMINISTRATION)

Mayor Hernandez called the meeting to order at 4:01 p.m. Roll call established a quorum.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM REGULAR AGENDA - OPEN SESSION

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 3. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DISSOLVING THE PHARR EVENTS CENTER DEPARTMENT; PROVIDING FOR REALLOCATION OF INVENTORY, ASSETS, CONCESSIONS SUPPLIES,

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PERMITS AND LICENSES AS ALLOWED BY LAW; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE.(3RD & FINAL READING) (ADMINISTRATION)

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

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

Ordinance No. O-2021-33 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING AN OFFICE OF ORGANIZATIONAL AND STRATEGIC EXCELLENCE DEPARTMENT WITHIN THE CITY OF PHARR. (2ND READING) (ADMINISTRATION)

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

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

C) CONSIDER AND APPROVE AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; AWARDED THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT THERETO. (FINANCE)

Ed Wylie, Interim City Manager, introduced the item.

Karla Saavedra, Finance Director, stated the City of Pharr had closed deal on Bridge transaction. She stated bonds were placed on the market in the morning hours and the City will be issuing \$37 Million with total project fund of \$45 Million. Furthermore, she stated the City had received a very good interest rate of only 2.03% and stated a PFM Financial Advisors staff member was in the audience for any additional details if needed.

Mayor Hernandez commended Karla Saavedra and PFM Financial Advisors staff for a great job. He stated now was the time to issue debt for any capital improvements and once again commended Karla Saavedra for the speed and accuracy in which this was done and for always putting the City forward doing what's best for the City.

Comm. Carrillo also congratulated Karla for a good job and mentioned the City is doing financially great because of her efforts. He further stated her efforts have shown because she has maintained the City of Pharr with a AA- credit rating and was grateful she was able to close on this transaction.

MINUTES: SPECIAL CALLED MEETING

June 22, 2021

Lastly, Karla Saavedra, Finance Director, stated this was the biggest bond transaction the City of Pharr has had and it was to invest in our City's Bridge Expansion, and to double the City's revenues.

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

Ordinance No. O-2021-34 is filed with the City Clerk's Office.

ITEM 4. CLOSED SESSION

None

ITEM 5. RECONVENE

None

ITEM 6. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:15 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 22nd DAY OF JUNE 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

MINUTES: SPECIAL CALLED MEETING
June 22, 2021

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:

DRAFT

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JULY 19, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 19, 2021 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Roberto "Bobby" Carrillo
Mayor Pro Tem Daniel Chavez
Comm. Ricardo Medina
Comm. Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Joel Robles, Asst. Police Chief
Leonardo Perez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Pilar Rodriguez, Interim Public Works Dir.
Oscar De Leon, Asst. Public Utilities Director
Isaac Escobedo, Asst. Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Kenneth Ennis, Public Safety Comm. Dir.
Marcela Beas, Chamber President
Michelle Lopez, Chief Comm. Officer

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JULY 2021.

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 22% for year-to-date true growth and 16.37% compared to last year.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR JUNE 2021.

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 95.26% and .98% increase in collection rate.

C) SUBMISSION OF 3RD QUARTER 2020-2021 CITY OF PHARR INVESTMENT REPORT.

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had \$86.35 Million in investments with \$78.5 Million on-demand. Mr. Wylie further stated Finance Director was available and questions could be entertained at this time.

ITEM 5. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2016-20 ADOPTING THE PURCHASING POLICIES AND PROCEDURES MANUAL. (3RD AND FINAL READING) (PURCHASING)

July 19, 2021

- B) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING O-2016-34 AND ADOPTING THE DEVELOPMENT AND MAINTENANCE CODES 2017 AND 2018. (2ND READING) (DEVELOPMENT SERVICES)**
- C) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING A FEE SCHEDULE FOR MUNICIPAL FIBER OPTIC SERVICES. (2ND READING) (DEVELOPMENT SERVICES)**
- D) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKING FOR THE PUBLIC WORKS DEPARTMENT. (PUBLIC WORKS)**
- E) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF PRIME COAT AND TACK COAT MATERIAL FOR THE PUBLIC WORKS DEPARTMENT. (PUBLIC WORKS)**
- F) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS FOR A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF REINFORCED CONCRETE PIPE, MANHOLES AND INLETS FOR THE PUBLIC WORKS DEPARTMENT. (PUBLIC WORKS)**
- G) **CONSIDERATION AND ACTION, IF ANY, REJECTING BIDS FOR THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT PHASE I (CSJ: 0921-02-391), AND AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE FOR BIDS. (ENGINEERING)**
- H) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR SELF-FUNDED EMPLOYEE HEALTH INSURANCE BENEFIT PLANS, SELF-FUNDED PHARMACY BENEFIT MANAGEMENT SERVICES, AND INDIVIDUAL & AGGREGATE STOP LOSS INSURANCE. (HR)**
- I) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR SUPPLEMENTAL INSURANCE INCLUDING 125 CAFETERIA PLAN PRODUCTS AT NO ADDITIONAL COST TO THE CITY. (HR)**
- J) **CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. **MELDEN & HUNT, INC., REPRESENTING MARIA D. ALVAREZ, OWNER, REQUESTED FOR A CHANGE OF ZONE FROM RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-**

MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING .538 ACRES, MORE OR LESS, OUT OF LOTS 1 AND 2, BLOCK 1, THE VAN WILLIAMS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 229 WEST SAM HOUSTON AVENUE. COZ#210634

- 2. DR. NARCISO GARCIA, REPRESENTING VANGUARD ACADEMY INC., OWNER, REQUESTED FOR A LIFE OF USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE IN AN AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 1, ORATORY ACADEMY OF ST. PHILIP NERI SUBDIVISION AND A 10.56 ACRES TRACT OF LAND, MORE OR LESS, OUT OF LOT 6, BLOCK 8, AJ. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1407 WEST MOORE ROAD. CUP#210635**
- 3. KANS & KEGS #4 LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOTS 30 AND 31, BLOCK 5, EVANS SUBDIVISION NO. 3, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6804 SOUTH CAGE BOULEVARD. CUP#200525**
- 4. EDINBURG RAM, LLC, D/B/A KHAN'S GRILL, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 6A, JACKSON RIDGE COURT SUBDIVISION PHASE III – AMENDED PLAT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1005 SOUTH JACKSON ROAD. CUP#180644**
- 5. KHANH NGUYEN, D/B/A SNOW BITE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.078-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE L-2. CUP#190536**
- 6. CITY OF PHARR, D/B/A TIERRA DEL SOL GOLF CLUB, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A PLANNED UNIT DEVELOPMENT DISTRICT (PUD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A TRACT OF LAND CONTAINING 139.37 ACRES, MORE OR LESS, OUT OF LOTS 225, 226, 238, 239, 240, 241, 242 AND 243 AND ALL LAND COMPRISING OF THE GOLF COURSE, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 700 EAST HALL ACRES ROAD. CUP#160628**

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

Ordinance No.'s O-2021-38 and O-2021-39 are filed with the City Clerk's Office.

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

ITEM 10. CLOSED SESSION

The time being 4:12 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087

ITEM 11. RECONVENE

The time being 5:28 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPROVING TEXAS GAS SERVICE COMPANY'S (TGS) COST OF SERVICE ADJUSTMENT (COSA) TARIFFS. (1ST AND FINAL READING) (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated Texas Gas Service had a cost of service increase due to the freeze and other issues. He stated the increase would be 5% to the average customer and further recommended approval.

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

Ordinance No. O-2021-40 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2021-17 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENTS. (1ST READING) (HR)

Ed Wylie, Interim City Manager, introduced the item and stated the old Rescue Truck was recently refurbished and would be assigned to the South side to cover

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districts 3 and 4. He further stated staff was proposing to move three (3) Firefighters, one (1) per shift, and test for the position of Engineer in order to man rescue truck.

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

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION, AND COMMIT LOCAL FUNDS, TO THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION'S (RGVMPO) FISCAL YEAR 2021-2022 TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) CALL FOR PROJECTS FOR THE I ROAD HIKE & BIKE PHASE I PROJECT. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the total project cost was \$1.1 Million and City would be paying approximately 41% of cost. He further stated grant would be funding a total amount of \$692,640 and recommended approval.

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

Resolution No. R-2021-42 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES ON CERTAIN CITY CAPITAL PROJECTS TO INCLUDE A BRIDGE EXPANSION WITH CITY OF PHARR, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021. (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated this was a reimbursement resolution. He stated the City would be going out for funds, those being tax and revenue bonds, but were not yet issued. Mr. Wylie stated those bonds would reimburse the general fund for monies upfronted and recommended approval.

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

Resolution No. R-2021-43 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS OF THE BRIDGE BOARD. (BRIDGE)

Ed Wylie, Interim City Manager, introduced the item and stated the positions for both Edgar Delgadillo and Tony Martinez were up for re-appointment and both members wished to continue serving.

Comm. Carrillo **moved** to re-appoint Edgar Delgadillo and Tony Martinez. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-44 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES ON CERTAIN CITY CAPITAL PROJECTS TO INCLUDE A FIBER OPTIC PROJECT WITH CITY OF PHARR, TEXAS, REVENUE BONDS, SERIES 2021. (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated the City was still vetting the funding mechanism to issue bonds if we need to for the City's WiFi Project. He stated the general fund would support project but want the ending revenue source to reimburse the general fund.

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

Resolution No. R-2021-45 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON PHARR AQUATIC FACILITY CHANGE ORDER NO. 2 (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated the freeze, covid and other factors affected the timing of the facility opening. He stated the initial time was set for July 2021 and has now changed to October 2021. He further stated additional days were justified and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON SOLICITING A SCOPE AND FEE PROPOSAL FROM THE APPROVED LIST OF ARCHITECTURAL SERVICE POOL AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE DESIGN OF THE CITY OF PHARR EMS REMODELING AND NEW HELICOPTER HANGAR FACILITY. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the Pharr Events Center would be transformed into the new Emergency Medical Services (EMS) Headquarters. He further stated this was to get the architecture on board to move forward with project and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, ON SOLICITING A SCOPE AND FEE PROPOSAL FROM THE APPROVED LIST OF ARCHITECTURAL SERVICE POOL AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE DESIGN OF THE VOLUNTEER FIRE FIGHTERS BBQ HOUSE FACILITY. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the City transferred the old fire station and BBQ House to Pharr Economic Development Corporation II (PEDC II). He stated one of the conditions on transfer was to build a new BBQ facility for the Volunteer Firefighters because they utilize facility for the their fundraising. Mr. Wylie stated the City owned the property on the corner of Raiders Drive and FM 495, next to Fire Station No. 1 and would like to get an additional proposal tied to this for permission of an additional Administration Fire Station for the Fire Department since the City was running out of space at City Hall. He stated the proposal was to see if the City had the funds available to add it along with the BBQ House and recommended approval.

Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion.

Comm. Medina asked if this would the same location where the City had the old barbecue pits.

Ed Wylie, Interim City Manager, replied no and stated this would be located on Raiders Drive and FM 495 by Fire Station No. 1.

There being no further discussion, the motion was put to a vote and it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER SOLICIT A SCOPE AND FEE PROPOSAL AND NEGOTIATE AND ENTER INTO A CONTRACT FOR PROFESSIONAL GEOLOGICAL SERVICES FOR A GROUNDWATER AVAILABILITY STUDY. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the City was looking to buy a specific property for the ground water it provides. He stated Geologist would determine how good the water is, how deep it was and what the life expectancy of that ground water is. He further recommended approval.

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

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT WITH MEDIX - SOUTHWEST AMBULANCE SALES FOR THE PURCHASE OF TYPE I AND TYPE III AMBULANCES. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated some of the ambulances were taking a beating out on the county roads. Therefore, the City was looking at purchasing three (3) Type 1 ambulances with a higher-grade suspension and four (4) Type 3 ambulances for City of Pharr to transfer older ambulance out to other areas. He further recommended approval.

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO POLICE DEPARTMENT AND PHARR POLICE DEPARTMENT OVER JURISDICTIONAL AND INTERAGENCY SUPPORT. (POLICE)

Ed Wylie, Interim City Manager, introduced the item and recommended item be Tabled.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ANDERSON EQUIPMENT OUT OF PHARR, TEXAS FOR RENTAL OF A FULL DEPTH RECYCLER FOR SIX (6) MONTHS TO REPAIR VARIOUS ROADWAYS. (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and stated this was for regular maintenance but was brought before Commission because it went over the \$50,000 threshold. He stated the rains had taken a beating on the roads and recommended to do full restoration on the roads before they got completely deteriorated. He recommended approval.

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

July 19, 2021

C) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE UTRGV PHARR NURSING SCHOOL FACILITY (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the City went out for Construction Manager At Risk (CMAR) services. He stated the top candidate was Texas Wilson Construction and UTRGV had approved them also and were content with work. He recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON LETTER OF INTENT (LOI) FOR PROJECT FARMER. (PEDC II)

Ed Wylie, Interim City Manager, introduced the item and recommend approval as discussed in closed session.

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

E) CONSIDERATION, AND ACTION, IF ANY ON APPROVAL OF CHANGE ORDER NO. 1 FOR THE PHARR VARIOUS PARKING LOT IMPROVEMENTS PROJECT. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated this was for addition of parking lot behind Police Department to access Hike & Bike Trail in the amount of \$130,259.50. He recommended approval.

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

At this time, Ed Wylie, Interim City Manager, state the City had a few director openings and introduced Kenneth Ennis as the new Public Safety Communications Director, Olga Garza as the new Public Works Director and Annie Reeves as the new Assistant City Manager. He congratulated these individuals and welcomed them on-board. Furthermore, he mentioned swearing-in ceremony for New Municipal Judge Juan Villegas would take place after meeting concluded.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:39 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 19th DAY OF JULY 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: September 23, 2021

MEETING DATE: October 4, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance setting speed limits on Sam Houston Boulevard. *(3rd and Final Reading)*

Classification: Regular

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

Issue: The traffic speed study for Sam Houston Boulevard from Veterans Boulevard to Jackson Road has been completed. The study recommends that (1) the speed limit from Veterans Boulevard to Cage Boulevard be adjusted from 30 miles per hour (MPH) to 35 MPH and (2) the speed limit from Cage Boulevard to Jackson Road be adjusted from 30 MPH to 40 MPH. No adjustment is recommended for the school speed limit at 20 MPH.

Fiscal Consideration: None. The traffic speed study has been completed. The only remaining cost, if approved, would be to replace the speed limit signs, and that is covered under Public Works' budget.

Staff Recommendation: Staff recommends increasing the speed limits on Sam Houston Boulevard to the speeds recommended by the study.

Alternatives: Maintain the speed limit on Sam Houston Boulevard at 30 miles per hour from Veterans Boulevard to Jackson Road.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Imelda Barrera
Omar Anzaldua
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 9/23/2021
Approved - 9/28/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

ORDINANCE NO. O-2021- ____

AN ORDINANCE SETTING SPEED LIMIT ON THE PORTION OF SAM HOUSTON BOULEVARD WITHIN THE CITY LIMITS OF PHARR, TEXAS; PROVIDING FOR A PENALTY, PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, the City Commission of the City of Pharr, Texas, upon the basis of an engineering and traffic investigation, the results of which are graphically shown on Exhibit "A", attached hereto and incorporated herein by reference, and which study the City Commission adopts and accepts, finds it necessary and in the public interest to alter prima facie maximum speed limits established by Section 545.356 of the Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe, and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling up on the named streets and highways, or parts thereof.

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

Section 1 – Speed Limit. The speed limit on Sam Houston Boulevard shall be as follows:

- A. Beginning at a point on Sam Houston Boulevard for the east city limits line;

Thence west to a point on Sam Houston Boulevard to the centerline of US 281, the maximum speed limit shall be 35 miles per hour;

From said point west to the west city limits line, the maximum speed limit shall be 40 miles per hour.

- B. The maximum school speed limit on Sam Houston Boulevard shall be described below;

Beginning at a point 100 feet east of the center line of Gumwood Street;

Thence east to a point 360 feet east of the center line of Richmond Drive, the maximum speed limit shall be 20 miles per hour, when children are present, and 35 miles per hour at all other times.

Said speed limits apply to traffic traveling in either direction on Sam Houston Boulevard.

Section 2 - Penalty Provision. Any person who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be fined in any sum not exceeding Two Hundred and No/100, (\$200.00) Dollars.

Section 3 – Repealer. All provisions of the ordinances of the City of Pharr, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4 – Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5 – Publication. In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.

Section 6 – Effective Date. The speed limit set out herein shall be in full force and effect immediately after the publication of this Ordinance, PROVIDED THAT no violation of this Ordinance shall be deemed to have occurred until proper speed limits signs have been erected.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of SEPTEMBER, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of SEPTEMBER 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

**PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF
THE CITY OF PHARR, TEXAS, on this the 4th day of OCTOBER, 2021.**

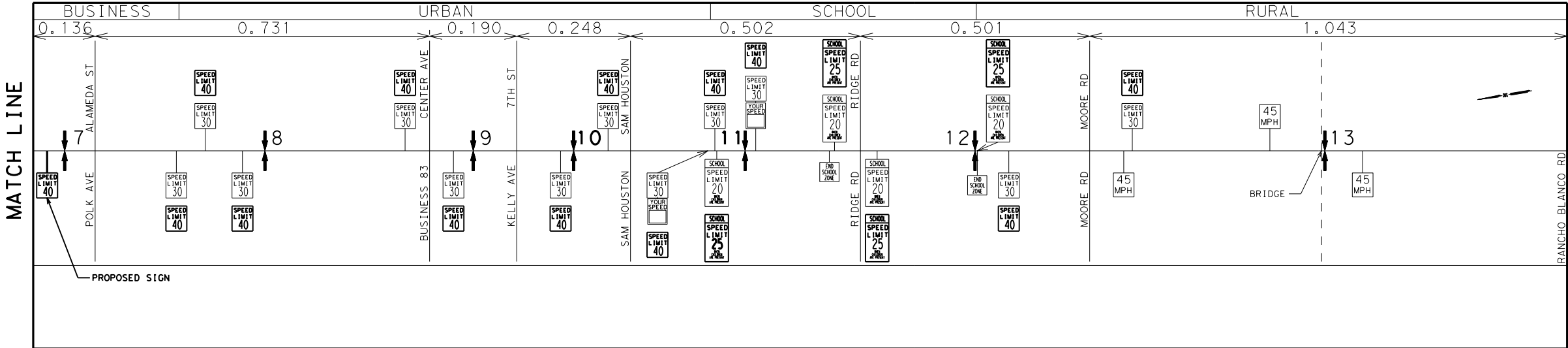
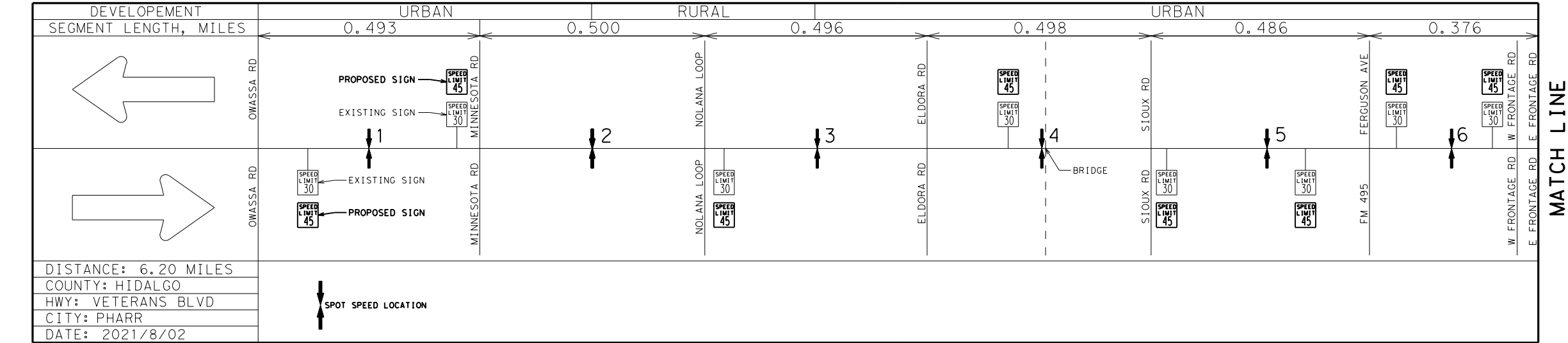
CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

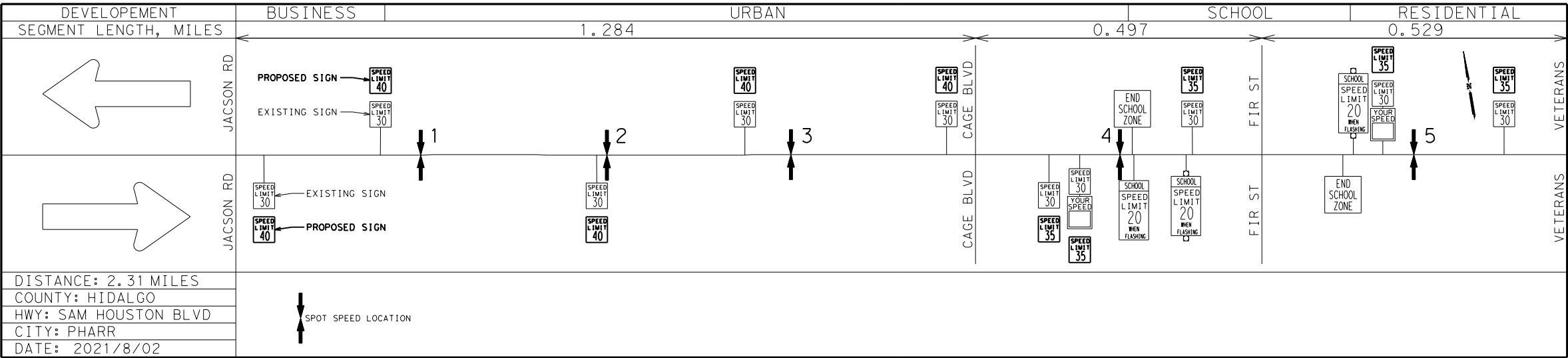
ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

VETERANS BLVD



SAM HOUSTON BLVD





Pharr



ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS

KCI
TECHNOLOGIES

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Phone: 956.271.6688
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TBPE Registration No. F-10573



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: September 23, 2021

MEETING DATE: October 4, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-78-39, Speed Limits on Veterans Boulevard ("I" Road) for the segment between Owassa Road and Javelina Drive. *(3rd and Final Reading)*

Classification: Regular

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

Issue: The traffic speed study for Veterans Boulevard from Owassa Road to Javelina Drive has been completed. The study recommends that (1) the speed limit from Owassa Road to Expressway 83 be increased from 30-35 miles per hour posted (MPH) to 45 MPH, (2) from Expressway 83 to Moore Road be increased from 30 MPH posted to 40 MPH, and (3) the school speed limit be increased from 20 MPH to 25 MPH. The speed limit from Moore Road to Javelina Drive will remain at 45 MPH.

Fiscal Consideration: None. The study has been completed. The only item remaining is replacement of speed limit signs, and is covered by Public Works' budget.

Staff Recommendation: Staff recommends approval of the amendment to O-78-39 to increase and bring up-to-date the speed limits along Veterans Boulevard from Owassa Road to Javelina Drive. As such, staff also recommends pursuing safety improvements in high accident areas, such as the intersection with Expressway 83, where faster speed limits are proposed.

Alternatives: Maintain existing speed limits. However, an amendment is still warranted due to posted speed limits not matching those prescribed in O-78-39. For example, the posted speed limit is 30 MPH from Owassa Road to Sioux Road, but O-78-39 calls for 40 MPH on that same segment.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Imelda Barrera
Omar Anzaldua
Karla Saavedra
Patricia Rigney

Created/Initiated - 9/23/2021
Approved - 9/28/2021
Approved - 10/1/2021
Approved - 10/1/2021

City Management Office

Final Approval - 10/1/2021

ORDINANCE NO. O-2021- ____

AN ORDINANCE AMENDING O-78-39 TO INCREASE SPEED LIMIT ON THE PORTION OF VETERANS BOULEVARD ("I" ROAD) BETWEEN OWASSA ROAD AND JAVELINA DRIVE; PROVIDING FOR A PENALTY, PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, the amendments made in this ordinance are based on the results of a traffic engineering investigation, or "speed study", attached as Exhibit "A".

WHEREAS, the City of Pharr commissioned the speed study on Veterans Boulevard between Owassa Road and Javelina Drive to determine reasonable or safe speeds for existing conditions; and

WHEREAS, the City Commission desires to change the speed limits set by Ordinance No. O-78-39, in conformance with the results of the speed study.

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

Section 1 – Speed Limit. Ordinance No. O-78-39 is amended for the speed limit on Veterans Boulevard between Owassa Road and Javelina Drive as follows:

- A. Beginning at a point on Veterans Boulevard for the north city limits line;

Thence south to a point on Veterans Boulevard to the centerline of Expressway 83, the maximum speed limit shall be 45 miles per hour;

From said point south to a point on Veterans Boulevard to the centerline of Moore Road, the maximum speed limit shall be 40 miles per hour;

From said point south to a point on Veterans Boulevard to the centerline of Javelina Drive, the maximum speed limit shall be 45 miles per hour.

- B. The maximum school speed limit on Veterans Boulevard shall be described below;

Beginning at a point 80 feet north of the center line of Colony Drive;

Thence south to a point 35 feet north of the center line of Olga Street, the maximum speed limit shall be 25 miles per hour, when children are present, and 40 miles per hour at all other times.

Said speed limits apply to traffic traveling in either direction on Veterans Boulevard.

Section 2 - Penalty Provision. Any person who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be fined in any sum not exceeding Two Hundred and No/100, (\$200.00) Dollars.

Section 3 – Repealer. All provisions of the ordinances of the City of Pharr, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4 – Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5 – Publication. In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.

Section 6 – Effective Date. The speed limit set out herein shall be in full force and effect immediately after the publication of this Ordinance, PROVIDED THAT no violation of this Ordinance shall be deemed to have occurred until proper speed limits signs have been erected.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of SEPTEMBER, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of OCTOBER, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of SEPTEMBER, 2021.

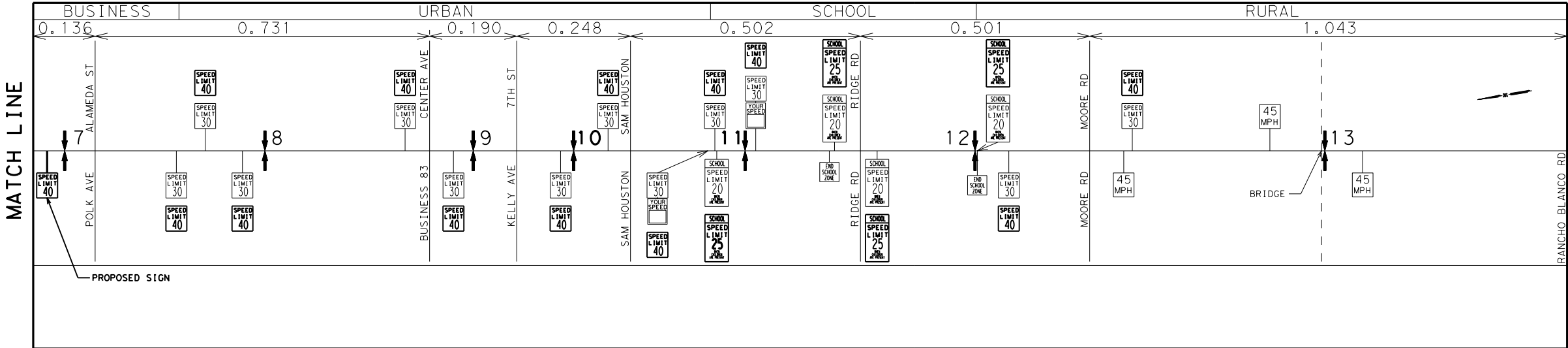
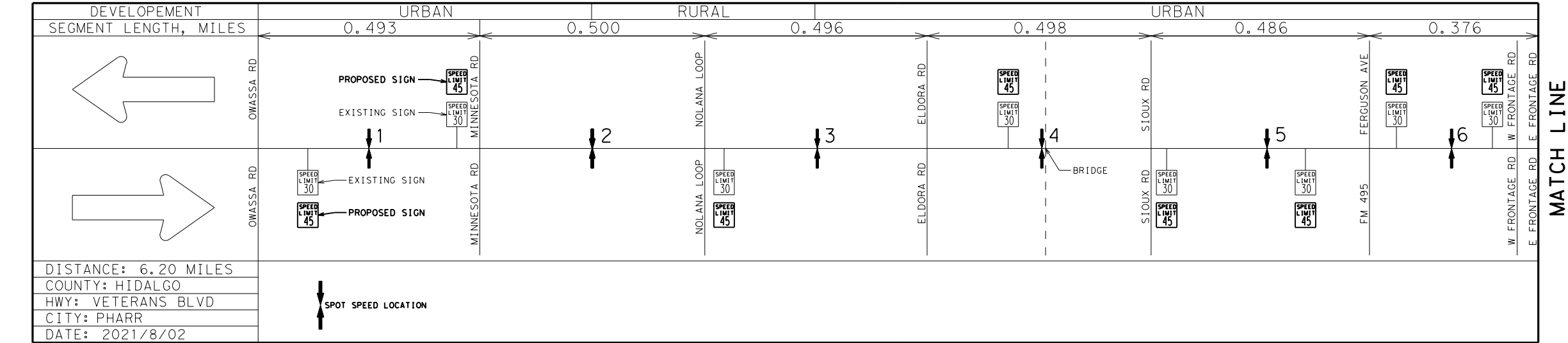
CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

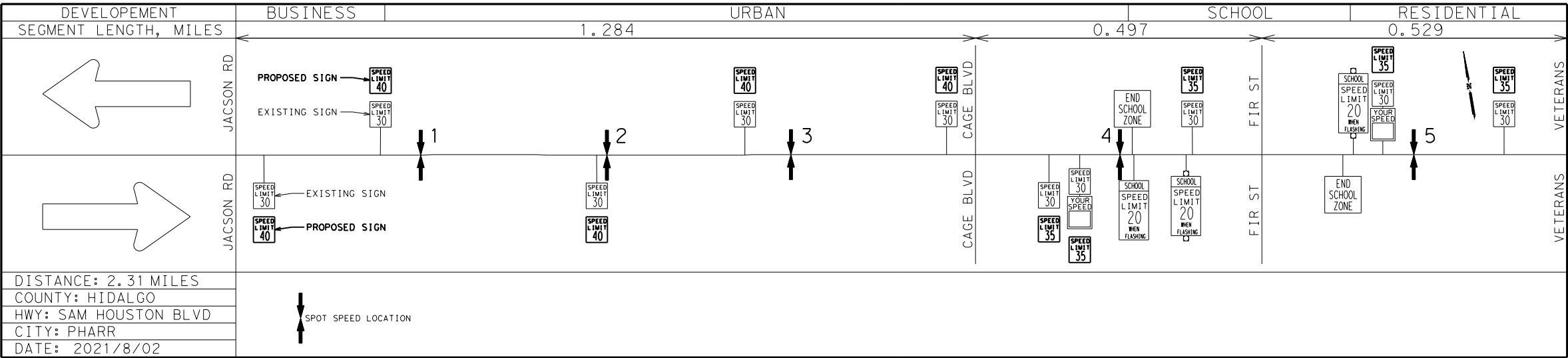
ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

VETERANS BLVD



SAM HOUSTON BLVD





Pharr



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TBPE Registration No. F-10573



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: September 23, 2021

MEETING DATE: October 4, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance 0-2021-27 SEC. 50-96. -ALLOWABLE CHARGES, adding the charges for fixed wing and for special event services. *(2nd Reading)*

Classification: Regular

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

Issue: This will allow the EMS department to bill for fixed wing (airplane) services and special events (football games)

Fiscal Consideration: This will allow the EMS department to bill for fixed wing (airplane) services and special events (football games)

Staff Recommendation: Staff Recommends Approval

Alternatives: No Alternatives

Exclude Material from Public Packet? No

Reason: Not Excluded

ROUTING:

Imelda Barrera
Daniel Ramirez
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 9/23/2021
Approved - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

ORDINANCE NO. O-2021-__

AN ORDINANCE OF THE CITY OF PHARR AMENDING O-2021-27, CHAPTER 50, ARTICLE III OF THE CITY CODE OF ORDINANCE REGULATING EMERGENCY AMBULANCE SERVICE IN THE CITY OF PHARR; DECLARING THAT THE CITY WILL BE SOLE PROVIDER OF EMERGENCY AMUBLANCE SERVICE WITHIN THE CITY, PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a privately owned and operated ambulance company had furnished public and emergency ambulance service to the Citizens of Pharr for many years; and

WHEREAS, such privately owned and operated ambulance company is on the verge of discontinuing such ambulance services in the City of Pharr in 2021; and

WHEREAS, the continuance of emergency and non-emergency ambulance services and emergency medical services to the citizens of Pharr is of utmost important to the health, safety, and welfare of the Citizens of Pharr, and

WHEREAS, the City Commission of the City of Pharr, Texas has investigated and determined that there is a public need for emergency and non-emergency ambulance services; and that the further regulation and provision of such ambulance services is intended to be a valid exercise of police power by the City; and

WHEREAS, the City Commission has decided to provide emergency ambulance services, as, in the judgment of the City Commission, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of Pharr; and

WHEREAS, the City deems it in the best interest of the Citizens that it declare that the City of Pharr Emergency Medical Services Department ("City EMS") will be the sole provider of emergency ambulance services within the City of Pharr city limits; and

WHEREAS, in order to safely and effectively manage the number of private ambulances within the City, it is in the best interests of the citizens of the city to adopt regulations governing private ambulance service in the City; and

WHEREAS, the City Commission therefore desires to amend the City's Code of Ordinances, Chapter 50 Article III as set forth herein.

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

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Purpose. The purpose of this Ordinance is to declare that the City of Pharr Emergency Medical Services Department is the sole provider of emergency ambulance response to emergency calls for service and to regulate private ambulance service within the City.

SEC. 50-86. DEFINITIONS. As used herein the following words shall have the meaning indicated:

- (a) **ALS** means advanced life-support emergency medical service vehicle qualification. A vehicle qualifies as an advanced life-support emergency medical services vehicle if it:
 - (1) When response-ready or in-service, authorized EMS vehicles operating at the ALS level shall be staffed at a minimum with one EMT Basic and one AEMT or EMT- Intermediate
 - (2) has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation; and
 - (3) has two-way radio communications.
- (b) **Ambulance** means any vehicle equipped or used for transporting wounded, injured, or sick persons, but specifically excludes funeral coaches and vehicles used for patient transfers.
- (c) **Ambulance Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including driving, or acting as an attendant on an ambulance.
- (d) **BLS** means basic life-support emergency medical services vehicle qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life-support.
- (e) **City** means and refers to the City of Pharr, Texas, and its City limits.
- (f) **Critical Care Transport** means the provision of medical care by a critical care transport team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis or maintain during transport acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life threatening deterioration in the patient's condition.
- (g) **Emergency ambulance** means an ambulance used, designed or redesigned for the purpose of transporting the sick or injured, providing basic life-support, advanced life-support, or mobile intensive care, the rendering of first aid, and/or assisting in rescue operations while the vehicle is being operated under emergency conditions.

- (h) **Emergency/9-1-1call** means a request for ambulance service in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.
- (i) **Emergency circumstances** means the existence of circumstances in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.
- (j) **Emergency medical service advisory designee (EMSAD)** means the individual (normally the EMS Chief or his designee) authorized to oversee the operation of the ambulance service system.
- (k) **Emergency patient** means a person in whom a sickness or injury may cause a significant risk to the person's life or limb. Such sickness or injury may include, but is not limited to, trauma (major injury to the body, head, or extremities), chest pain, abdominal pain, unconsciousness, delirium, imminent delivery of a child, and serious infection.
- (l) **Emergency run** means an emergency ambulance trip, that may require the use of warning lights or sirens, to the place where an emergency exists or from the place of the emergency to a hospital, medical clinic or office, or other appropriate destination for the patient.
- (m) **EMS Chief** means the director of the EMS Department designated by the City Manager to enforce and administer this Ordinance, or the Director's authorized representative.
- (n) **MICU** means mobile intensive care unit. Emergency ambulance service that utilizes a vehicle designed and qualified as an advanced life-support emergency services vehicle as defined herein and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication, and when response-ready or in-service, authorized EMS vehicles operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.
- (o) **Neonate/Pediatric Transport Personnel** means a registered nurse, physician, or respiratory therapist specially trained in the emergency and transport care of newborn and pediatric patients.
- (p) **Operate** means to drive or to be in control of an ambulance.
- (q) **Operator** means the driver of an ambulance, the owner of an ambulance, or the holder of a private ambulance service license.
- (r) **Owner** means the person to whom state license plates for a vehicle were issued.
- (s) **Person** means any individual, corporation, business, trust, partnership, association, or other legal entity.
- (t) **Pharr Public Safety Communication Center** means the central communications center of the City of Pharr.

- (u) **Private ambulance** means an ambulance constructed, equipped, and used for transporting sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency.
- (v) **Private ambulance service** means the business of transporting, for compensation, sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency. (BUT SEE DEFINITION OF TRANSPORT SERVICE)
- (w) **Private Ambulance Service Registration** means a permit issued by the City to allow a private ambulance service to operate within the City. A private ambulance service becomes registered when it applies, meets the requirements specified in this Ordinance, and has been approved by the City.
- (x) **Registered Agency** means a person or entity authorized under this article to engage in private ambulance service. The term includes any owner, operator, driver, ambulance personnel, employee, or agent of the licensed business, but does not include a subcontractor.
- (y) **Response time** means the total elapsed time between the moment the licensee's dispatch center personnel have received a request for services and patient location (i.e., "time call received") and the moment the licensee's responding unit arrives upon the scene of the emergency incident (i.e., "time unit arrived").
- (z) **Special event** means any parade, sporting event, concert, or other event or gathering requiring on-site standby medical personnel.
- (aa) **Specialized Emergency Medical Services Vehicle** means a vehicle that is designed for responding to and transporting sick or injured persons by any means of transportation other than by standard automotive ground ambulance or rotor or fixed wing aircraft that has sufficient staffing, equipment, and supplies to provide for the specialized needs of the patient transported. This category includes, but is not limited to, watercraft, off-road vehicles, and specially designed, configured, or equipped vehicles used for transporting special care patients such as critical care or burn patients.
- (bb) **Street** means any street, alley, avenue, boulevard, drive, highway, or other surface commonly used for the purpose of travel within the corporate City limits of the City.
- (cc) **Transport Service** shall include:
 - 1. The non-emergency pickup and delivery within the limits of the City of sick, injured, or wounded persons where the element of time in transporting said sick, injured, or wounded persons (patients to or from a hospital, rest home, or other health care facility) is not essential to the health or life of such patient. Such transport vehicles shall be at a BLS as a minimum during the transport of a patient. The transport service regulated hereby does not regulate the pickup of a patient outside the City.
 - 2. Responding to an Emergency/ 9-1-1 Call. Such transport vehicles shall have as a minimum of a MICU vehicle and a paramedic attendant, unless directed

otherwise by City emergency personnel (i.e., major emergency situations with multiple injuries).

SEC. 50-87 AMBULANCE SERVICES PROVIDED BY CITY EMERGENCY MEDICAL SERVICES DEPARTMENT

- A. The City Emergency Medical Services Department (City EMS) shall provide all emergency ambulance response to emergency calls for service within the City except as provided herein.
- B. The City EMS department shall be the sole primary provider of all emergency medical services upon the streets, alleys or any public way or place within the City; provided, however, the City EMS Department may authorize registered private ambulance services to provide transport service and special event services when City EMS Services are not available.
- C. The City shall charge fees for non-emergency and emergency ambulance services in the City provided in response to all calls for service received by the City EMS Department.
- D. The person receiving emergency ambulance service, whether transported by ambulance or treated without being transported by ambulance and any person contracting for the service shall be responsible for payment of all fees. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of all fees.

SEC. 50-88 PRIVATE AMBULANCE SERVICE REGISTRATION REQUIRED.

- A. A person commits an offense if he operates a private ambulance service within the City without a valid private ambulance service registration issued by the City or operates or attempts to operate a private emergency ambulance service within the City in violation of this Ordinance. Proof of registration shall be prominently displayed on the rear driver side of the ambulance.
- B. A person commits an offense if he advertises or causes to be advertised the operation of a private ambulance service that does not have a valid private ambulance service registration granted under this Ordinance when the advertisement is reasonably calculated to be seen by persons seeking private ambulance service in the City.
- C. A person commits an offense if he transports or offers to transport, for compensation, a sick, injured, or deceased person by private ambulance from a location within the City to a location either inside or outside the City without holding or being employed by a person holding a valid private ambulance service registration issued under this Ordinance.
- D. A person commits an offense if he hires or employs a private ambulance service to pick up a sick, injured, or deceased person in the City when he knows the private ambulance service does not have a valid private ambulance service registration under this Ordinance.

- E. No person shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in the operation of medical transfer services upon the streets of the City without first having registered in accordance with the terms and provisions of this Ordinance.
- F. An exception shall be made on emergency services furnished for calls originating outside the City.
- G. Specialized Emergency Medical Services Vehicles are exempted from the registration requirements of this Ordinance.

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS

To obtain a private ambulance service registration, a person must make written application to the EMS Chief containing the following: :

- (1) The name, telephone number, address, and e-mail address of the owner(s) of the ambulance service, the trade name under which applicant does business, and the street address and telephone number of the business establishment from which the private ambulance service will be operated.
- (2) The form of business of the applicant and, if the business is a sole proprietorship, partnership, corporation, or association, a copy of the documents establishing the business and the name and address of each person with a direct interest in the business.
- (3) A brief description of the experience and history of the ambulance service as well as a minimum of three references, one of which must be from a hospital located in Hidalgo County, with the name and business phone number of a contact person, capable of evaluating the ambulance service provider in a comprehensive manner.
- (4) Proof of a registration from the Texas Department of State Health Services to operate as an emergency medical services provider.
- (5) A brief description of the method by which emergency ambulance service is to be provided and coordinated with local hospitals, police, and fire departments, and 911 emergency service, as applicable, in the City.
- (6) The location and description from which the ambulance(s) will operate within the service delivery districts.
- (7) The number and description of the ambulance(s), including photos, the make, model, year of manufacture, Vehicle Identification Number, state license number for the current year, and a description of the equipment in each ambulance for providing emergency medical service.
- (8) Identity of the persons who will operate the ambulance(s) and their certifications issued by the Texas Department of State Health Services.

- (9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws.
- (10) A statement that the applicant will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business.
- (11) A certificate of insurance verifying insurance in the amounts set forth in this division for the full term of the proposed registration.

SEC 50-90. REQUIREMENTS FOR ISSUANCE OF REGISTRATION

- (A) The EMS Chief or his/her designee may recommend the issuance of a registration to the City Manager if he/she determines:
 - (1) That the applicant maintains a sufficient number of ambulances with adequate equipment to efficiently serve the general public in the City and that the granting of such license will promote the health, safety, and general welfare of the general public.
 - (2) That the applicant has filed with the EMS Chief or his/her designee insurance policies providing insurance coverage for each vehicle owned or operated by the applicant for injury to or death of persons in accidents resulting from any cause for which the owner or operator of the vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee, agent, agent, or lessee. Applicant shall provide coverage in all categories equivalent to the 911 contract provider:
 - (3) Liability for injury to any one person, \$1,000,000
 - (a) Liability arising out of one occurrence, for injury to one or more persons arising out of one occurrence, \$1,000,000.
 - (b) Property damage, per occurrence, \$1,000,000.
 - (c) The applicant has provided a certificate of malpractice insurance of \$1,000,000 for each claim. The applicant shall provide malpractice insurance on "occurrence" rather than a "claims made" basis. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this contract or the insurance policy expires.
 - (d) The certificate of insurance shall show general liability coverage for the applicant in the amount of \$1,000,000.00. If a license is issued, the licensee shall name the City as an additional insured on such policies.

(e) Insurance required under this section must include: (1) a cancellation provision in which the insurance company is required to notify the City EMS Department in writing not fewer than ten (10) days before canceling, failing to renew, or making a material change to the insurance policy; and (2) a provision to cover all vehicles, whether or not owned by the registrant, operating under the private ambulance service registration.

- (4) That the applicant and applicant's agents and employees hold all licenses required by state laws.
- (5) That a satisfactory method of communication between registrant and the City EMS Department, including any agency within the City which may be tasked with enforcement of this chapter, has been agreed upon.
- (6) All applicants shall make their ambulances available for an inspection at a time and date set by the City EMS Chief or his designee.
- (7) As a condition of obtaining a registration, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the City.

(B) The recommendation made by the City EMS Chief or his/her designee may be appealed to the City Manager.

(C) The City Manager shall make a final determination which shall be final and not appealable.

(D) Issuance of Registration.

- (1) After receipt of an application for registration as required by this chapter, the City EMS Chief and/or his/her designee shall consider such application and shall review any information the applicant may wish to present.
- (2) Upon receipt of a recommendation by the City EMS Chief or his/her designee a final determination shall be made by the City Manager, which shall be final and conclusive and without appeal.

(E) Registration Issuance Requirements.

The public convenience and necessity require the proposed ambulance or transport service for which the application has been submitted. In determining whether public convenience and necessity require the registration of the proposed ambulance or transport service, the City Manager and/or his/her designee shall consider whether the public is, at the time, adequately served, the financial responsibility of the applicant, the number, kind and type of equipment, certification levels of personnel on units, the schedule of rates proposed to be charged, the increase traffic congestion upon the streets of the City, the demand for increased parking space upon the streets which will result, whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved, and such other facts as may be relevant to the above, including the services provided by the City EMS Department at this time.

SEC. 50-91. - REQUIREMENTS FOR REGISTRANTS.

(a) Minimum equipment and facilities.

- (1) All persons operating such ambulances and rendering emergency service shall have all licenses and/or certificates required by state law and shall comply with all rules and regulations prescribed by the Texas State of State Health Services.
- (2) The registrant shall maintain an office in Hidalgo County which is accessible to the public and staffed at least 30 hours per week during normal working hours.

(b) Personnel and Staffing Requirements.

- (1) All ambulances of registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.
- (2) One hundred percent of the registrant's emergency response staff shall possess current basic EMT or higher qualifications.
- (4) The registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by registrant and which will allow the general public to readily identify such personnel as emergency ambulance personnel.
- (5) When on duty, registrant's personnel shall carry on their person photo identification cards and certifications issued by the state department of health establishing their certification.

(c) Operation of Ambulances.

- (1) No company, except as stated in Section 50-88, shall operate any ambulance upon the public streets in rendering ambulance services in response to calls unless holding a valid registration from the City, and until such ambulance has been certified for such usage by the City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with all rules and regulations prescribed by the City, and shall have complied with the statues of the state pertaining to the operation of ambulances and are the holders of valid permits and/or licenses for such purpose.
- (2) No company shall operate any ambulance upon public streets in rendering of non-emergency services, such as transferring patients from hospitals, nursing homes, physicians' offices or other medical facilities or private residences, unless holding a valid registration from the City and until such ambulance has been certified for such usage by the City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with the rules and regulations prescribed by the City, and have complied with the statues of the state pertaining to the operation of ambulances and are holders of valid permits and/or licenses for such purposes. It shall be unlawful for any company to operate an ambulance within the City without displaying a valid City of Pharr private ambulance service registration license.

- (3) Private ambulance service registrant's facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. Registrant holder shall also make records available for review to applicable City staff to determine Ordinance compliance.
- (4) It shall be unlawful for the owner, operator, or any employee of an establishment or any person to knowingly hire or summons any ambulance in violation of this Ordinance.

SEC. 50-92. - TERM OF LICENSE; RENEWAL.

A private ambulance service registration expires one year from the date of issuance. Furthermore, upon successful acquisition of a new ambulance service contract the registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for registration.

SEC. 50-93. REGISTRATION FEES.

- (1) *Registration Fees.* All registrations issued under the terms hereof shall terminate one year from the date of issuance and may be renewed by filing a renewed application at least 30 days prior to such date. Prior to the issuance of an approved registration, the applicant shall pay a sum of \$500.00 to the City, which sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereunder.
- (2) *Inspection fees.* A successful applicant shall pay for such license the sum of \$150.00 per every ten ambulances presented for inspection. Said sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereafter. The registration sticker must be displayed clearly on the left rear door of the ambulance. If the ambulance unit fails inspection, the company will be given 30 days to bring vehicle back for re-inspection, if the ambulance company is not in compliance within those 30 days, the registration fee will not be refunded.

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS

- A. It shall be unlawful for any person, either as owner, agent or otherwise, other than a member of the City EMS Department, or any town, county, state or agency of the United States, or duly appointed representative of the City, to furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the operation of emergency ambulance service, transport service, or special event EMS service, upon the streets, alleys or any public way or place within the

City, for the purpose of treating and/or transporting patients within the City, except in the following circumstances:

1. A person shall operate an emergency ambulance within the City to render assistance during a catastrophe or major emergency, whether an emergency exists, if requested to do so by the City EMS Department, in writing via mutual aid agreement, when City EMS Department emergency ambulances are determined to be insufficient in number or inadequate for other reasons.
 2. A registered agency may operate a private ambulance within the City as a backup emergency ambulance if requested to do so by the City EMS Department, in writing via mutual aid agreement, when City EMS Department emergency ambulances are not available for emergency calls, transport service, or special events.
 3. A registered agency may operate a private ambulance on an emergency run if, upon providing transport within the City in response to transport that originated outside the City, the registered agency determines that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.
 4. A registered agency may operate a private ambulance on an emergency run if, while performing the service of maintaining a private ambulance at a particular location for a special event within the City, the registered agency determines that an emergency exists requiring a sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.
- B. This prohibition does not apply to the operation of an air ambulance that is regulated and certified by the U.S. Federal Aviation Administration and that is operating in compliance with state licensing requirements.
- C. Any person who operates a registered private ambulance on an emergency run under this section shall, if requested in writing by the City EMS Department, within 10 days of each emergency run, submit to the EMS Chief a report describing the circumstances requiring the emergency run.
- D. In the event a patient dies while being transported from one place within the City to another place within or beyond its limits, the registrant of such ambulance shall:
1. Immediately notify the City EMS Department of such death, by two-way radio or telephone; and
 2. Within twenty-four (24) hours of the incident, file a written report with the Chief of Police upon such forms as he may provide or prescribe, giving all information therein required and any other relevant information which the Police Chief may require.

SEC. 50-95. INTENTIONALLY LEFT BLANK

SEC. 50-96. - ALLOWABLE CHARGES.

- (a) Registrants are authorized to charge the rates prescribed and set forth in this division. The City will not guarantee payment of such fees, nor will it process billing for the registrant. Fees shall be paid by persons receiving the service directly to the registrant. Registrants shall not charge for equipment, medical supplies and/or services provided by the City. Licensees shall not charge more than 125 percent of the Medicare prevailing rate for the City of Pharr for transportation. The City reserves the right and option to bundle bill and make adjustments as necessary for the betterment of the city.
- (b) The following rates shall be charged for emergency ambulance services in the City:

	Unit Price	
ALS 2 AMBULANCE	Amount	\$1,050.00
	Unit Price	
14-24 GAUGE CATHETER	Amount	\$30.00
	Unit Price	
AIRWAY MAINTENANCE	Amount	\$100.00
	Unit Price	
ALCOHOL PREPS	Amount	\$2.20
	Unit Price	
ALS EMERGENCY AMBULANCE	Amount	\$850.00
	Unit Price	
ALS N-EMERGENCY AMBULANCE	Amount	\$850.00
	Unit Price	
ALS SUPPLIES	Amount	\$165.00
	Unit Price	
BAG VALVE MASK - ADULT	Amount	\$50.00
	Unit Price	
BAG VALVE MASK - CHILD	Amount	\$45.00
	Unit Price	
BANDAGES 5X9 / DRESSINGS	Amount	\$30.00
	Unit Price	
BETADINE PREP	Amount	\$2.00
	Unit Price	
BLEEDING CONTROL PROCEDURE	Amount	\$100.00
	Unit Price	
BLS EMERGENCY AMB	Amount	\$850.00
	Unit Price	
BLS NON-EMERG (3RD TRIP)	Amount	\$850.00
	Unit Price	
BLS NON-EMERGENCY TRANSPORT	Amount	\$850.00

BLS SUPPLIES	Unit Price	
	Amount	\$150.00
CARDIAC 12-LEAD/INTERPRETATION	Unit Price	
	Amount	\$100.00
CHEST DECOMPRESSION KIT	Unit Price	
	Amount	\$150.00
CHEST DECOMPRESSION PROCEDURE	Unit Price	
	Amount	\$150.00
CHEST TUBE MANAGEMENT	Unit Price	
	Amount	\$100.00
CLOTH TAPE - 2"	Unit Price	
	Amount	\$5.50
CLOTH TAPE 1"	Unit Price	
	Amount	\$5.50
COLD PACK / HOT PACK	Unit Price	
	Amount	\$45.00
CPAP - CONT AIRWAY PRESS VENT	Unit Price	
	Amount	\$150.00
CPAP CIRCUIT	Unit Price	
	Amount	\$100.00
CPR	Unit Price	
	Amount	\$150.00
DEFIB / CARDIOVERSION	Unit Price	
	Amount	\$200.00
DIPHENHYDRAMINE HCL INJ 50 MG	Unit Price	
	Amount	\$59.00
DISPOSABLE BLANKET	Unit Price	
	Amount	\$15.00
DRUG - ADENOSINE 1 MG	Unit Price	
	Amount	\$75.00
DRUG - DILTIAZEM 5MG VIA IV	Unit Price	
	Amount	\$75.00
DRUG - DOPAMINE HCL 40MG	Unit Price	
	Amount	\$75.00
DRUG - ORAL GLUCOSE	Unit Price	
	Amount	\$75.00
DRUG -METHYLPREDNISOLONE 125MG	Unit Price	
	Amount	\$75.00
DRUGS - ALBUTEROL 0.083% 3ML	Unit Price	
	Amount	\$30.00
DRUGS - ASPIRIN @ 81MG	Unit Price	
	Amount	\$4.00
DRUGS - ATROPINE @ 1MG 10ml	Unit Price	
	Amount	\$67.00
DRUGS - ATROVENT 0.5MG/2.5ML	Unit Price	
	Amount	\$75.00

DRUGS - BENADRYL 50 MG/ML 1ML1	Unit Price	
	Amount	\$75.00
DRUGS - DEXTROSE 50% 500ml	Unit Price	
	Amount	\$75.00
DRUGS - EPI 0.1 mg injectabl	Unit Price	
	Amount	\$75.00
DRUGS - EPI @ 1:10,000 1ml	Unit Price	
	Amount	\$75.00
DRUGS - FUROSEMIDE 20 MG	Unit Price	
	Amount	\$75.00
DRUGS - GLUCOSE 15G	Unit Price	
	Amount	\$75.00
DRUGS IV NORMAL SALINE 250CC	Unit Price	
	Amount	\$35.00
DRUGS - LABETALOL 10MG	Unit Price	
	Amount	\$75.00
DRUGS - LACTATE RINGERS 1000ML	Unit Price	
	Amount	\$75.00
DRUGS - LIDOCAINE 1% 10ML	Unit Price	
	Amount	\$75.00
DRUGS - MAGNESIUM SULFATE	Unit Price	
	Amount	\$100.00
DRUGS - MIDAZOLAM HCL 1 MG	Unit Price	
	Amount	\$75.00
DRUGS - MORPHINE SULFATE 2MG	Unit Price	
	Amount	\$75.00
DRUGS - NALOXONE 1 MG	Unit Price	
	Amount	\$75.00
DRUGS - Ondansetron HCl 1MG	Unit Price	
	Amount	\$75.00
DRUGS - PHENERGAN 25MG	Unit Price	
	Amount	\$75.00
DRUGS - SUCCINYLCHOLINE 20MG	Unit Price	
	Amount	\$75.00
DRUGS - THIAMINE 100 MG	Unit Price	
	Amount	\$39.80
DRUGS- Fentanyl citrate IV	Unit Price	
	Amount	\$75.00
DRUGS -NITROGLYCERIN TAB/SPRAY	Unit Price	
	Amount	\$35.00
DRUGS-SODIUM BICARB 8.4% 50mEq	Unit Price	
	Amount	\$75.00
EKG - ELECTRO PADS DISPOSABLES	Unit Price	
	Amount	\$28.00
EKG - PAPER STRIPS DISPOSABLES	Unit Price	
	Amount	\$3.00

EKG "UNILEAD" 12 LEAD ELECTROD	Unit Price	
	Amount	\$70.00
EMESIS BASIN / BAG	Unit Price	
	Amount	\$9.00
ENDTIDAL CO2 MONITOR-DETECTOR	Unit Price	
	Amount	\$75.00
ET STYLET - ADULT	Unit Price	
	Amount	\$11.00
ET STYLET - CHILD	Unit Price	
	Amount	\$11.00
ET TUBE	Unit Price	
	Amount	\$28.00
ET TUBE TAMER - ADULT	Unit Price	
	Amount	\$3.00
ET TUBE TAMER - CHILD	Unit Price	
	Amount	\$3.00
EXTRA ATTENDENT	Unit Price	
	Amount	\$75.00
GLOVES DISPOSABLES	Unit Price	
	Amount	\$7.00
GLUCOMETER	Unit Price	
	Amount	\$40.00
GLUCOSE MISC SUPPLIES	Unit Price	
	Amount	\$29.00
GROUND MILEAGE	Unit Price	
	Amount	\$25.00
IMMOBILIZATION - BACKBOARD SPL	Unit Price	
	Amount	\$100.00
IMMOBILIZATION - C-COLLAR	Unit Price	
	Amount	\$75.00
IMMOBILIZATION - HEAD BLOCKS	Unit Price	
	Amount	\$50.00
IMMOBILIZATION - SPIDER WEBING	Unit Price	
	Amount	\$25.00
IMMOBILIZATION PROCEDURE	Unit Price	
	Amount	\$150.00
INTRAOSSEOUS NEEDLE	Unit Price	
	Amount	\$150.00
INTUBATION	Unit Price	
	Amount	\$150.00
IV - 10 GTTS MACRO SET	Unit Price	
	Amount	\$30.00
IV - DRIP SET	Unit Price	
	Amount	\$30.00
IV - LACTATED RINGERS 1000ML	Unit Price	
	Amount	\$75.00

IV - SALINE FLUSH 10CC	Unit Price	
	Amount	\$15.00
IV - START KIT	Unit Price	
	Amount	\$75.00
IV - VENIGARD	Unit Price	
	Amount	\$15.00
IV - VENIGUARD	Unit Price	
	Amount	\$20.00
IV ADMIN SET	Unit Price	
	Amount	\$49.50
IV PUMP	Unit Price	
	Amount	\$75.00
IV SUPPLIES AND CATHETER	Unit Price	
	Amount	\$175.00
KERLEX	Unit Price	
	Amount	\$25.00
LEUR LOCK	Unit Price	
	Amount	\$25.00
MAC/LARYNGOSCOPE BLADE-ALL SZS	Unit Price	
	Amount	\$25.00
Midazolam hydrochloride 1MG	Unit Price	
	Amount	\$75.00
NASAL INTUBATION KIT	Unit Price	
	Amount	\$75.00
NEBULIZER	Unit Price	
	Amount	\$28.50
NEBULIZER MASK	Unit Price	
	Amount	\$40.00
NEEDLE 18G - 22G	Unit Price	
	Amount	\$20.00
NON-COVERED MILEAGE	Unit Price	
	Amount	\$25.00
NON-REBREATHER MASK	Unit Price	
	Amount	\$45.00
NON-REBREATHER MASK	Unit Price	
	Amount	\$45.00
NPA (NASAL PHARYNGAL AIRWAY)	Unit Price	
	Amount	\$20.00
O2 TUBING	Unit Price	
	Amount	\$8.00
ONDANSETRON HYDROCHLO INJ 1MG	Unit Price	
	Amount	\$36.00
OPA (ORAL PHARYNGAL AIRWAY)	Unit Price	
	Amount	\$6.00
OXYGEN	Unit Price	
	Amount	\$75.00

	Unit Price	
OXYGEN MASK/NASAL CANNULA	Amount	\$50.00
	Unit Price	
PILLOW DISPOSABLES	Amount	\$10.00
	Unit Price	
PULSE OXIMETRY	Amount	\$30.00
	Unit Price	
RAPID SEQUENCE INDUCTION	Amount	\$150.00
	Unit Price	
RATE FLOW EXTENSION SET	Amount	\$75.00
	Unit Price	
RETURNED CHECK FEE	Amount	\$25.00
	Unit Price	
ROTOR	Amount	\$27,500
	Unit Price	
ROTOR MILEAGE	Amount	\$250.00
	Unit Price	
SCT	Amount	\$2,000.00
	Unit Price	
SHEETS DISPOSABLES	Amount	\$16.50
	Unit Price	
SPECIALTY CARE TRANSPORT	Amount	\$1,050.00
	Unit Price	
STERILE - 4X4 OR 2 X 2	Amount	\$12.10
	Unit Price	
SUCTION - AIRWAY MAINT	Amount	\$30.00
	Unit Price	
SUPERGLOTIC AIRWAY	Amount	\$150.00
	Unit Price	
SYRINGE 1CC - 10CC	Amount	\$15.00
	Unit Price	
TRAUMA CONTROL PROCEDURE	Amount	\$150.00
	Unit Price	
TREATMENT / NO TRANSPORT	Amount	\$50.00
	Unit Price	
VACUTAINER HOLDER	Amount	\$5.50
	Unit Price	
VACUTAINER LUER ADAPT / NEEDLE	Amount	\$5.50
	Unit Price	
VENT - SINGLE USAGE CIRCUIT	Amount	\$50.00
	Unit Price	
VENTILATOR AIRWAY MAINTANCE	Amount	\$100.00
	Unit Price	
WAITING TIME 1/2 HR INCREMENTS	Amount	\$50.00
	Unit Price	
WC MILEAGE	Amount	\$3.00
	Unit Price	
WHEELCHAIR BASE	Amount	\$20.00

	Amount	
		\$25,000
Fixed Wing	Unit Price Amount	\$250.00
Fixed Wing Mileage	Unit Price Amount	
	EMS DEDICATED SPECIAL EVENT Services	\$140.00
MICU Ambulance	Unit Price Amount	\$125.00
ALS Ambulance	Unit Price Amount	\$118.00
BLS Ambulance	Unit Price Amount	\$45.00
EMT-Paramedic	Unit Price Amount	\$37.50
EMT-Advanced	Unit Price Amount	\$30.00
EMT-Basic	Unit Price Amount	

* If patient is pronounced dead at the scene of an incident after the ambulance is called, charges will be limited to base rate and any supplies used at the scene.

SEC. 50-97. -RECORDS REQUIRED.

True and accurate records of activities in the City shall be kept as required by local, state, and federal law, including the following:

- (1) The number of emergency calls made;
- (2) The name of the person requesting emergency service, and the location thereof;
- (3) The time that the call was received, the time that the ambulance was dispatched and the time of arrival at the destination (the response time);
- (4) The nature of the call; and
- (5) The charges made for the call.

SEC. 50-98. - CITY'S RIGHT OF INSPECTION.

The City reserves the right to periodically inspect each and every registrant, including inspection of all permits, licenses, certificates, records, and equipment of registrant to ensure that all requirements of this division are being met, that the equipment provided meets all legal requirements, and to ensure that the personnel operating ambulances and rendering service hold current valid certifications issued by the state department of health and are properly trained in the operation of the ambulance, the use of all equipment and the performance of all required procedures.

SEC. 50-99. RESERVED RIGHTS OF CITY.

The City reserves the right to grant an exclusive contract, enter Interlocal Agreements and Mutual Aid Agreements, for emergency ambulance service for such period of time as it deems necessary to a qualified registrant upon terms and conditions to be agreed upon between the parties, subject to the requirements and conditions of this division. If so designated, only the City EMS Department or its Designated provider shall respond to emergency calls.

SEC. 50-100. ASSUMPTION OF RISK, INDEMNITY OF CITY.

The registrant, as a condition of the issuance of a registration under this division, agrees to assume all risks incident to or in connection with the operation of an ambulance service within the City and its extraterritorial jurisdiction, and agrees to be solely responsible for all accidents, injuries, or damages of whatever nature to persons or property caused by or resulting from the registrant's operation. The registrant shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, suits, losses, damages, liens, or injuries to persons or property of whatever nature arising directly or indirectly from the registrant's operation.

SEC. 50-101. UNLAWFUL OPERATIONS AND PROHIBITED ACTS.

It shall be unlawful for any person to intentionally or knowingly:

- A. Follow any police car, ambulance or fire apparatus which is responding to an emergency call on the streets of the City.

- B. Solicit on the streets of the City the business of transporting injured or sick persons.
- C. Intercept any communication concerning emergency incidents within the City and divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication and no such solicitor, owner or person, not being entitled thereto, shall receive or assist in receiving any such message emanating through the radio medium of the EMS, Police, or Fire Department for his own benefit or for the benefit of another solicitor, owner, operator, or person in the business of furnishing ambulance service.
- D. Use on a vehicle a siren and/or emergency warning light(s) without prior authorization by the City EMS Chief, unless on an emergency run.
- E. Use a uniform, insignia, badge, title, identification card, or vehicle marking for the purpose of identification to the public or others as an authorized provider of emergency medical services without prior approval from the City EMS Chief.
- F. Operate or cause to be operated an ambulance on any street of the City or provide ambulance standby services at any location within the City without first having registered in accordance with this Ordinance or unless exempted therefrom by the provisions of this Ordinance.
- G. Operate a private ambulance or use any equipment in providing private ambulance service that fails to comply with all minimum safety and equipment standards for a basic life support vehicle by the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended, or by any rule or regulation promulgated under that act.
- H. Sell or attempt to sell any plan including subscription to provide any ground ambulance services within the City limits which are not allowed by this Ordinance or any applicable law.
- I. Request the services of any ambulance which is not registered in accordance with the provisions of this Ordinance or exempted therefrom by the provisions of this Ordinance.
- J. Give false information to induce the dispatch of an ambulance or helicopter rescue unit.
- K. Give false information on applications for private ambulance registration.

SEC. 50-102. ENFORCEMENT; PENALTY FOR VIOLATION; INJUNCTION AND OTHER REMEDIES.

- (1) Pharr Police Department Officers may assist in the enforcement of this Ordinance. A police officer, upon observing a violation of this Ordinance or the rules and regulations established by this Ordinance, may take necessary enforcement action to ensure effective regulation of private ambulance service.

- (2) Any person, company, registrant, or emergency service provider who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and each day the violation continues shall be a separate offense. Each offense shall be punishable by a fine not to exceed Five Hundred (\$500.00) dollars.
- (3) Any person, company, registrant, or emergency service provider who violates this Ordinance may have its registration cancelled by the City Manager on recommendation of the EMS Chief or his or her designee.
- (4) The City Manager may enforce this Ordinance through injunctive relief and any other relief in a court of competent jurisdiction.
- (5) This section shall not serve to limit any other remedies available to the City in law or equity.
- (6) Any registrant cancelled under this section may not reapply for registration for a period of six months.

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants shall file a monthly written report to the EMS Chief or his or her designee within ten days after the last day of each month, setting forth the date and time of each emergency call, the origin thereof, the address where such call was made, the place where such user was delivered, the elapsed time between receipt of call and completion of service.

SECTION 20: REPEAL OF CONFLICTING ORDINANCE

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 21: SEVERABILITY

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

SECTION 22: PUBLICATION; EFFECTIVE DATE

The ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK

**PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF
CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS** on this the ____ day of
_____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK

**PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF
CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS,** on this the ____ day of
_____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: September 15, 2021

MEETING DATE: October 4, 2021

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on approval of the advertisement for Single Machine Repaving Year 6 Project for up to an estimated amount of \$1.5 Million.

Classification: Consent

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

Issue: NA

Fiscal Consideration: NA

Staff Recommendation: Staff recommends the approval of advertisement for proposed repaving project.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Ofsman M. Quintana
Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

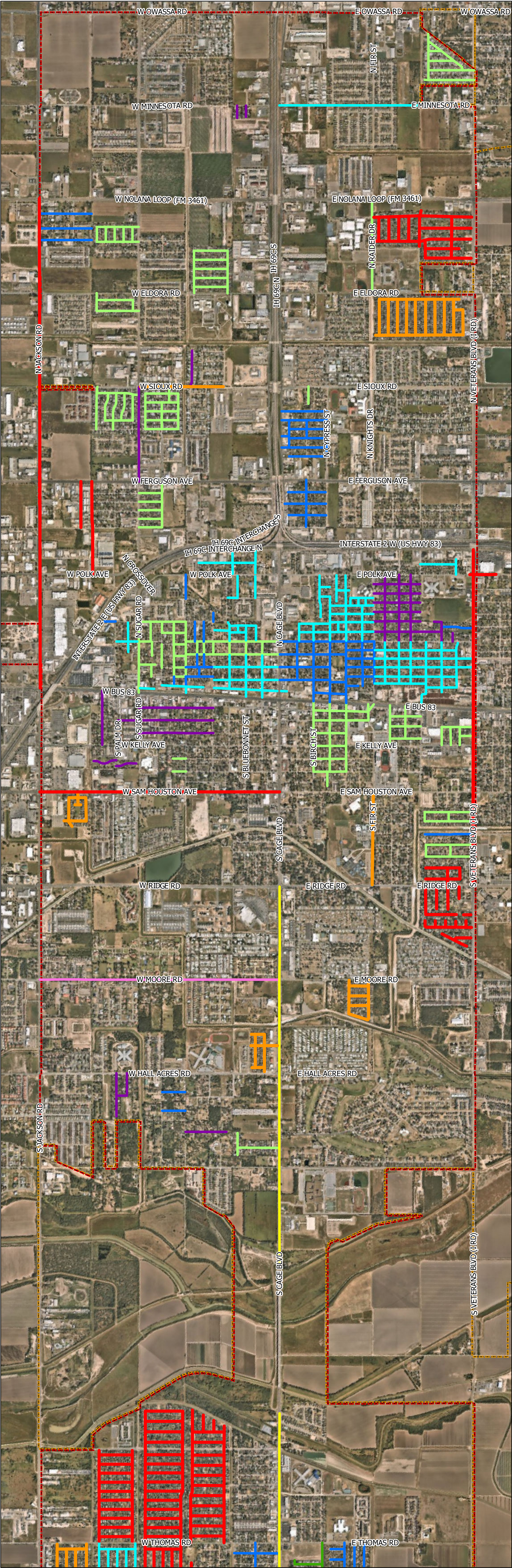
Created/Initiated - 9/15/2021
Approved - 9/16/2021
Approved - 9/27/2021
Approved - 9/28/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

SUBDIVISION	STREET	START	END
Buchanan Estates	E. Canadian Dr.	N. Whiskey Dr.	Cul-de-sac
	N. Whiskey Dr.	E. Canadian Dr.	E. Buchanan Dr.
	N. Amaretto Dr.	E. Canadian Dr.	E. Buchanan Dr.
	N. Bacardi Dr.	E. Canadian Dr.	E. Buchanan Dr.
	N. Cognac Dr.	E. Canadian Dr.	E. Eldora Rd.
	N. Tequila Dr.	E. Canadian Dr.	E. Buchanan Dr.
	N. Champagne Dr.	E. Canadian Dr.	E. Buchanan Dr.
	N. Vodka Dr.	E. Canadian Dr.	E. Buchanan Dr.
	N. Mezcal Dr.	E. Canadian Dr.	E. Eldora Rd.
	N. Ron Dr.	E. Canadian Dr.	E. Buchanan Dr.
	N. Jinebra Dr.	E. Gin Dr.	E. Buchanan Dr.
	E. Gin Dr.	N. Ron Dr.	N. Jinebra Dr.
	E. Margarita Dr.	N. Jinebra Dr.	N. Veterans Blvd.
	E. Buchanan Dr.	DEAD END	N. Jinebra Dr.
Villa Del Rey	S. Austurias Ave.	W. Sam Houston Ave.	Hammer head
	W. Madrid St.	S. Granada Ave.	S. Barcelona St.
	W. Sevilla St.	DEAD END	S. Barcelona St.
	S. Granada Ave	W. Madrid St.	DEAD END
	S. Barcelona St.	W. Madrid St.	W. Sevilla St.
Las Arboledas	E. Beech St.	S. Dogwood St.	S. Fir St.
	E. Cedar St.	S. Dogwood St.	S. Fir St.
	E. Redwood St.	S. Dogwood St.	S. Fir St.
	E. Willow St.	S. Dogwood St.	S. Fir St.
	S. Dogwood St.	E. Moore Rd.	E. Willow St.
	S. Fir St.	E. Moore Rd.	E. Willow St.
Los Marineros	W. Redfish	DEAD END	S. Sailfish Ave.
	W. Marlin Blvd.	DEAD END	S. Cage Blvd.
	W. Dolphin Ln.	DEAD END	S. Sailfish Ave.
	S. Yellowfin Ave.	W. Dolphin Ln.	S. Sailfish Ave.
	S. Sailfish Ave.	W. Redfish Ln.	W. Hall Acres Rd.
Valle de la Primavera	W. Villa St.	S. Primavera St.	S. Invierno St.
	W. Longoria St.	S. Primavera St.	S. Invierno St.
	S. Primavera St.	W. Thomas Rd.	W. Longoria St.
	S. Verano St.	W. Villa St.	W. Longoria St.
	S. Otonio St.	W. Villa St.	W. Longoria St.
	S. Invierno St.	W. Thomas Rd.	W. Jeff Dr.
Various	S. Fir St.	E. Sam Houston Ave.	E. Ridge Rd.
	W. Sioux Rd.	N. Sugar Rd.	Concrete road

Base Bid					
Item No.	Description	Qty.	Unit	Unit Price	Total Price
Pavement Recycling					
1	1-in Recycling (single-pass method) as per section 02616R	125,950	SY	\$ 3.44	\$ 433,269.45
2	Recycling agent	25,190.08	GAL	\$ 3.75	\$ 94,462.82
3	Curblin milling. Include removal and hauling of milling by the contractor	72,930	LF	\$ 2.40	\$ 175,032.82
4	MH adjustment to grade	8	EA	\$ 275.00	\$ 2,200.00
5	Valve adjustment to grade	5	EA	\$ 175.00	\$ 875.00
6	HMAC TY D limestone aggregate(1") (Include delivery and placement)	125,950	SY	\$ 5.62	\$ 707,841.38
Concrete Repair Work					
7	Remove and replace Curb & Gutter and Apron (3000 PSI) (Reinforced) Include proper disposal of all spoil material. All complete in place.	159	LF	\$ 59.95	\$ 9,532.05
Intersection Approach Repair					
8	HMAC TY D Limestone Aggregate(4") (Include delivery and placement)	1,156	SY	\$ 24.50	\$ 28,310.83
9	Misc. milling (4"). Include removal, hauling and proper disposal of materials (refer to section 02102 part 3.03)	1,156	SY	\$ 9.00	\$ 10,399.90
Allowance					
10	Allowance		LS	\$	-

Recycling Agent Rate	20%
Base Repair Rate	2%
Prime Coat Rate	50%
CMT	2%
Contingency	5%

Total	\$ 1,461,924.24
CMT (2%)	\$ 29,238.48
Contingency (5%)	\$ 73,096.21
Grand Total	\$ 1,564,258.93

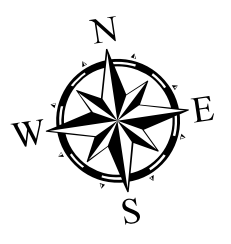




Pharr
Engineering



City of Pharr
Paving Map



Streets

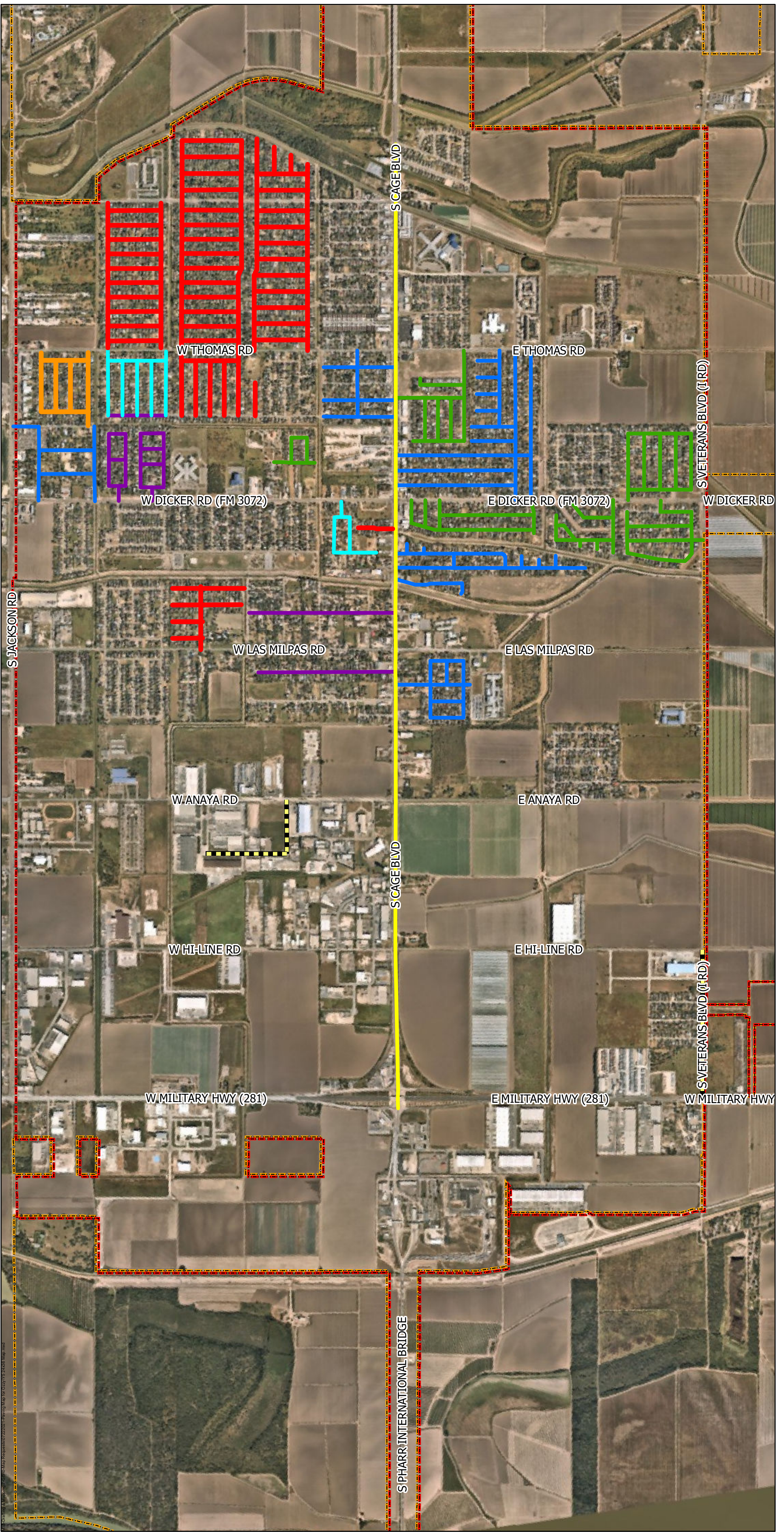
10.17 Miles		Year 3 (FY 17-18)
18.59 Miles		Year 2 (FY 16-18)
6.33 Miles		Year 1 Phase B (FY 16-17)
18.04 Miles		Year 1 Phase A (FY 15-16)
0.95 Miles		Public Works
1.28 Miles		W Moore Rd (FY 16-17)
5.23 Miles		TXDOT Cage Blvd
13.24 Miles		Year 4 (FY 18-19)
2.60 Miles		TXDOT N Jackson Rd
21.04 Miles		Year 5 Repaving
6.84 Miles		Proposed Year 6 Repaving

1 inch = 1,250 feet



01,0502,1004,2006,3008,400Feet

City of Pharr, Texas
Engineering Department
956.402.4221





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: September 30, 2021

MEETING DATE: October 4, 2021

FROM: Sergio Alanis, Parks & Recreation
Director

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration, and action, if any, to ratify the purchase of the New Year's Eve Festival LED sphere through vendor A-1 Skylite Signs from Pharr, TX as a Sole Source item in the amount of \$94,200.00.

Classification: Regular

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

Issue: Staff wishes to contract out the fabrication of a 20 foot LED lit sphere to be used for the New Year's Eve Festival 'Ball Drop' on December 31 beginning in 2021 (project# 2021-01-530-P028-001).

Fiscal Consideration: \$94,200.00

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Sergio Alanis
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 9/30/2021
Approved - 9/30/2021
Approved - 9/30/2021
Approved - 10/1/2021
Final Approval - 10/1/2021



1301 Maco Drive Pharr, Texas 78577
956.702.0692 Fax 956.702.1759

A FULL SERVICE ELECTRIC SIGN COMPANY
DESIGN * MANUFACTURE * INSTALLATION * SERVICE

City of Pharr
Park & Rec. (Isaac Escobedo)
118 S. Cage Blvd.
Pharr, TX 78577
956-702-5335 * 212-2106

RE: New Year's Ball

A1 Skylite Signs hereby submits a proposal that includes all labor, material, and equipment required to manufacture and install signage as follows:

- 1.) Manufacture and deliver 20'-0" sphere.
- 2.) Crafted from all aluminum materials and support columns.
- 3.) 3 sides of each square tubing (22 ribs) will have RGB modules every 5"
- 4.) To be delivered in 4 sections and assembled on site by our team.

Warranty: A1 Skylite Signs warrants all labor and materials for one full year excluding Act-of-God and Vandalism.

Above Cost Summary
Subtotal: \$ 94,200.00
Tax: n/a
Permit n/a
Total \$ 94,200.00

Payment/Terms: P.O required prior to manufacturing. Total due upon completion. 7-8 weeks lead time.

1. A1 Skylite Signs will leave a pigtail from power supply for client's electrician to connect to a power source.

ACCEPTANCE OF AGREEMENT

I have read sign specifications and terms of this agreement, noted any changes and authorize Hiway Neon to proceed.

Date: _____

Rainer Famador (A1 Skylite Signs) 956-588-4000

(d) TITLE: Ownership of Display shall remain in Seller until all of the payments are made, and all of the conditions herein contained are fully complied with. Neither the loss of, injury to, or destruction of Display nor institution of suit or procurement of judgment thereon, while in the possession of Purchaser or its agents, shall operate as payment or as a transfer of title to Purchaser.

(e) PATENT PROTECTION: Seller agrees to defend and indemnify Purchaser against any and all claims for violation of patents arising from use of Display, in an amount not exceeding the aggregate purchase price hereunder.

(f) DEFAULT: these premises are upon the condition that in the event of a breach by Purchaser of any of the covenants and agreement, or any extension thereof, bankruptcy or insolvency proceedings are commenced by or against Purchaser, or if Purchaser makes an assignment for the benefit of creditors, or if a Receiver is appointed to take possession of the business of Purchaser, or if action is taken to accomplish this end, or if Purchaser discontinues business in the premises where Display is located, or sells, or his prospective purchaser gives notice or an intended sale of transfer said business or a material part thereof, voluntarily or involuntarily. Seller, at its option and without notice to Purchaser, may declare all of Purchaser's rights under this agreement terminated, and without demand first made and with or without legal process, immediately take possession of Display and hold same, together with title thereto. Should seller take possession of Display, all the rights of Purchaser under this agreement shall immediately terminate and all payments theretofore made hereunder shall belong absolutely to Seller as compensation for the depreciation in value and for the use of Display, and Purchaser shall pay to seller all installments then delinquent, under this agreement; upon any such termination Seller may, but shall be obligated to do so, sell Display as public or private sale, without demand for performance, with or without notice to Purchaser (if given, notice mailed to Purchaser's business address as given in this agreement being sufficient), with or without having Display at the place of sale, and upon the terms and in such manner as Seller may determine, and Seller may bid at any such sale. If the proceeds from said sale added to the payments theretofore made by Purchaser hereunder, do not total the amount required to be paid by Purchaser hereunder, plus the cost of retaking and reselling Display, Purchaser agrees to pay to Seller, and demand such deficiency. In the case Seller shall employ and attorney to recover Display or collect any sum due under this agreement, Purchaser promises to pay such additional sum and for attorney's fee, as the Court may adjudge reasonable. All the overdue payments shall bear interest of the rate of 10% per annum.

(g) REMOVAL OF DISPLAY: Display shall at all times be deemed personal property, and shall not be reason of attachment or connection to any realty, become or be deemed a fixture or appurtenance to such realty and shall at all times be severable therefrom, and shall be and remain at all times the property of Seller, free of any claim or right of Purchaser, except as set forth herein. Seller shall have the right to enter the premises to inspect, repair or remove Display.

(h) DELIVERY AND PERFORMANCE: Seller shall commence the construction of Display and prosecute the work thereon with due diligence until completion. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.

(i) WAIVER OF BREACH: Time and the punctual performance of each and all of the terms, provisions and agreements hereof are of the essence all the agreement, except as herein otherwise expressly provided; no waiver by either party hereto of the non-performance or breach of any term, provision condition or agreement hereof or of any default hereunder shall be construed to be, or operate as, a waiver of any subsequent non-performance, breach or default.

(j) TRANSFER OF AGREEMENT: All of the terms, provisions and agreements here of shall be binding upon the successors, assigns or legal representatives of the respective parties hereto; provided, however, that the interest of Purchaser herein shall be transferable only with the written consent of Seller.

(k) PERMITS AND LICENSES: Purchaser shall obtain and maintain at Purchaser's expense and risk all necessary permits and licenses from public authorities, from the owner of the premises upon which Display is to be installed, and from all others whose consent is necessary for the installation, use and /or existence of Display.

(l) SERVICE WIRING: COST OF ELECTRICITY; REINFORCEMENT OF BUILDING; Purchaser shall bring feed wires of suitable capacity and approved type to the location of transformers ballast, and shall pay for all electrical energy use by Display and shall be responsible for the supply thereof. Unless specifically stated in writing to the contrary, Purchaser shall provide all necessary reinforcements to the building on which Display is installed.

(m) GUARANTEE: This display is guaranteed for a period of one year against defective material and workmanship, except lamps or breakage of any glass or plastic used in said sign.

Accepted By:

Signature

Print Name

Date

SOLE SOURCE AFFIDAVIT

1. My name is (Print Name) Rainer Y Famador
I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.

I am authorized to sign contracts for the following company or firm:

Company: A-1 Skylite Signs, LLC

Address: 1301 Maco Drive

City, State, Zip Code Pharr, TX 78577

Telephone Number: () 956-588-4000

Fax Number: () 956-588-4002

E-mail Address: rainer@a1skylitesigns.com

2. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:

20' Custom built all aluminum sphere with 22 ribs. 3 sided RGBW leds in-sync. Delivered in 4 sections the put together on site.

3. Competition in providing the above named item(s) is precluded due to:

 A patent

✓ A copyright

 A secret process

 A monopoly

 It is a film

 It is a manuscript

 It is a book

 It is a utility service, including electricity, gas, or water

 It is a captive replacement part or component for equipment

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

Rainer Y Famador

Rainer Famador

09/07/2021

Signature of Authorized Official

Title of Authorized Official

Date

NOTARY USE ONLY

Subscribed and Sworn to before me this 7th day of

September

State of

Texas

County of

Hidalgo

Rainer Y Famador

Signature of Applicant

[Signature]

Signature of Notary Public





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED:

MEETING DATE: October 4, 2021

FROM: Imelda Barrera, Assistant 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.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.1.

DATE SUBMITTED: September 29, 2021

MEETING DATE: October 4, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot B-1, Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property is currently zoned Heavy Commercial District (H-C). The property's physical address is 1911 North Veterans Boulevard. **CUP#180858**

Classification: Regular

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

Issue: Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). **CUP#180858**

Fiscal Consideration: n/a

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

Alternatives: n/a

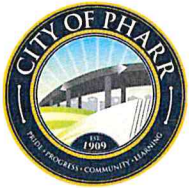
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 9/29/2021
Approved - 9/30/2021
Approved - 9/30/2021
Final Approval - 10/1/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 4, 2021

Conditional Use Permit **Renewal** for ABC –

Tropical Island

Background:

Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Tropical Island.

The property is located at 1911 North Veterans Boulevard. It is zoned Heavy Commercial District (H-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 request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC_TROPICAL ISLAND_2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, OCTOBER 4, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#180858 (TROPICAL ISLAND)
--

GENERAL INFORMATION:

APPLICANT: Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot B-1, Northpoint Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1911 North Veterans Boulevard.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned General Business District (C) to the north, south, Residential Multi-Family District (R-MF) to the west and City limits of Pharr lie to the east. The area is generally designated for single-family residential use in the Land Use Plan.

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

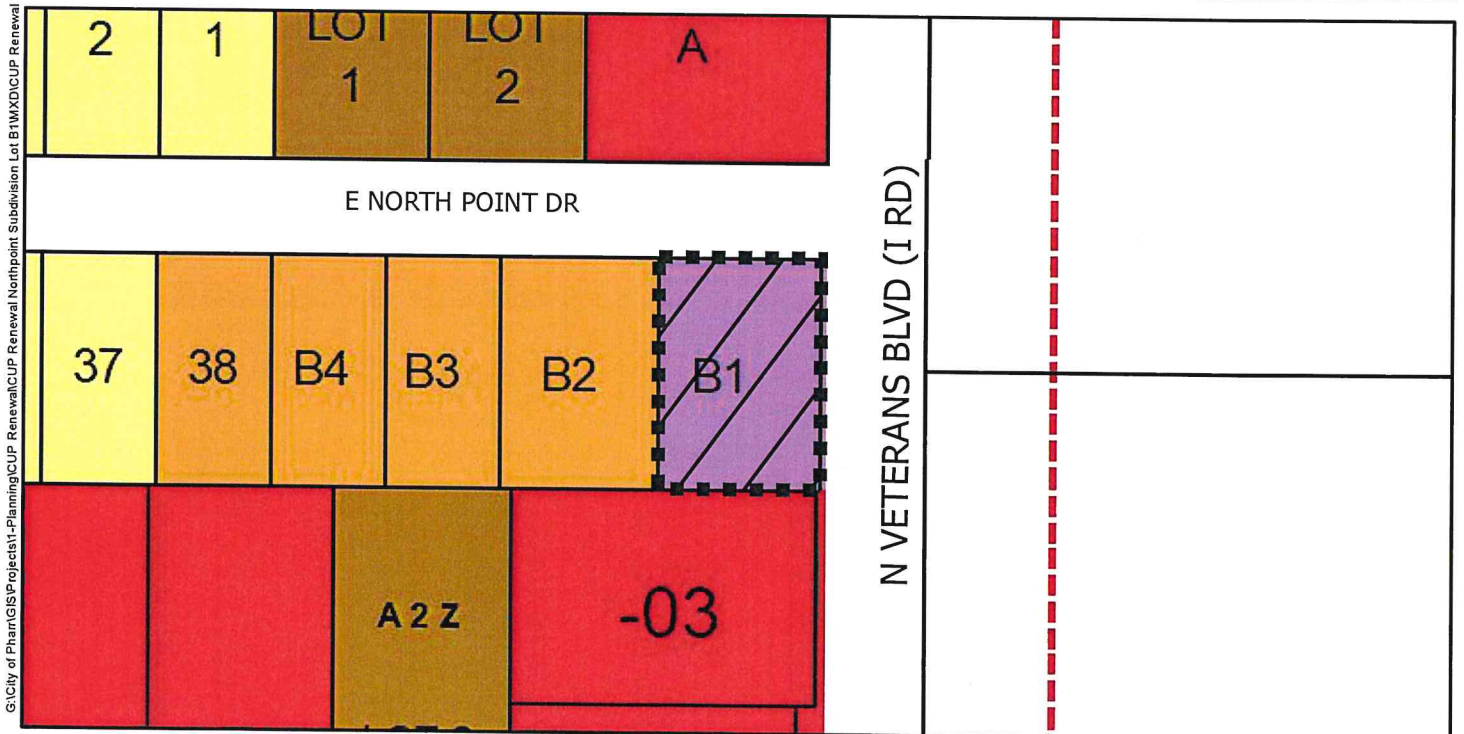
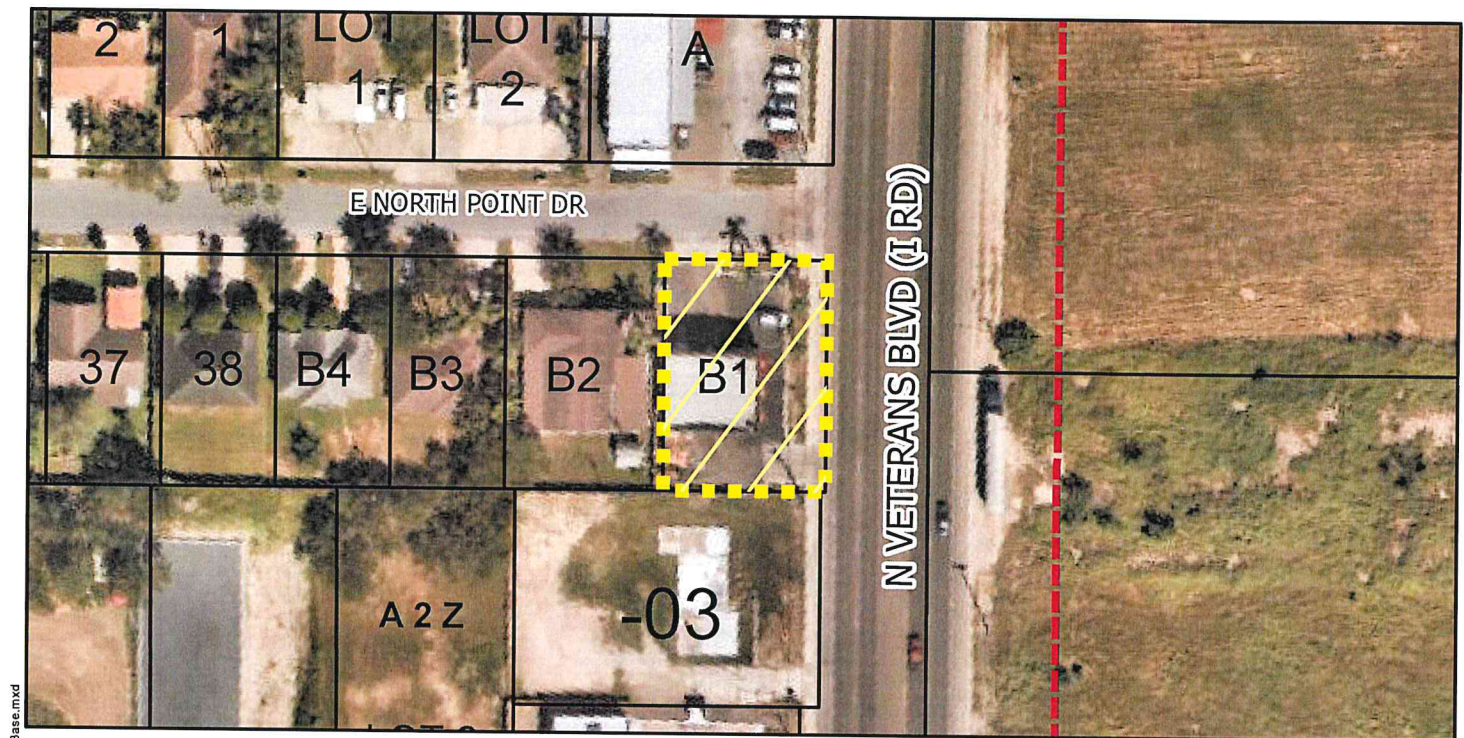
Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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

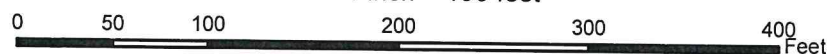
Conditional Use Permit Renewal
Northpoint Subdivision Lot B1
Tropical Island



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet



Date: 9/29/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: September 30, 2021

MEETING DATE: October 4, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance amending O-2006-47, Standard Manual: Construction and Development Manual (*1st Reading*)

Classification: Regular

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

Issue: The City of McAllen has invited the City of Pharr and Edinburg and Mission to participate in adopting McAllen's drainage policy to initiate adoption of uniform drainage guidelines in our region. The goal of having uniform guidelines is to increase predictability and control over stormwater runoff from developed areas, thus leading to greater mitigation of flood waters and less flooding impact on neighboring communities.

The City of Pharr's drainage guidelines are already in general alignment with those of McAllen. Discrepancies are noted in the attached Summary Table. The amendment will replicate the verbiage found in McAllen's general drainage policy guidelines.

Fiscal Consideration: No fiscal impact is anticipated.

Staff Recommendation: Staff recommends approval of amendment to Ordinance No. O-2006-47.

Alternatives: Make no change to the Standard Manual.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Maria Rangel
Omar Anzaldua
Patricia Rigney
City Management Office

Created/Initiated - 9/30/2021
Approved - 9/30/2021
Approved - 9/30/2021
Final Approval - 10/1/2021

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

City of McAllen, TX – Standard Design Guide	City of Pharr, TX – Standards Manual	Impact
A. This Drainage Policy shall apply to all drainage improvements within the limits of the City of McAllen (City) and its Extraterritorial Jurisdiction (ETJ). When a conflict in design arises with applicable criteria (Hidalgo County Drainage District No. 1, Texas Department of Transportation, etc.) the more restrictive criteria shall govern.	II-2, A, 1. All storm drainage facilities within the City of Pharr and adjacent areas subject to its Extraterritorial Jurisdiction (ETJ) shall follow these policies, standards of design, and with the latest approved Master Drainage Plan Map (state/county/city) for the planning, design, construction, and operation of storm drainage facilities. II-11, F, A, d. If the specifications and drawings show requirements that are in excess of codes and ordinances, then the specifications and drawings shall be followed. Should there be any conflicts between the specifications and drawings, and the codes and ordinances having jurisdiction, the Bidder shall report these in his bid.	Standardize language
B. All drainage reports and plans shall be prepared by a Licensed Professional Engineer holding a valid license to practice in the State of Texas.	II-10, B, 1, e. All plans signed and sealed by a Registered Professional Engineer. <i>*Various references, showing only one.</i>	Standardize language
C. All proposed development within the City and its ETJ shall require a storm sewer outfall designated in accordance with the Master Drainage Plan.	II-14, B, 3. Where the outfall facilities are located more than 300 feet outside the development boundaries, an alternative method of drainage and conveyance may be submitted to the City Engineer for approval. Any on-site retention areas must contain the 50-year storm runoff volume for the development and dissipate it into the subsurface within a 48-hour period. A geotechnical report, in accordance with the	Remove option for retention

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

	requirements of the detention/retention ponds established in the subsequent sections, must be submitted.	
D. In instances where proposed drainage infrastructure improvements require conveyance to an outfall, the developer shall be responsible for design of the conveyance to accommodate storm water runoff from fully developed conditions within the entire subject drainage basin and all reasonable interconnects. The City may consider a cost share or reimbursement program for costs associated with the construction of the offsite conveyance.	II-4, A, 1. Developers must provide acceptable conveyance for storm waters from the development to the outfall at their expense. All drainage facilities shall be sized to provide capacity for the development. At the City's option, the City may require the drainage facilities from the development to the outfall to be oversized to include other land in the overall drainage basin delineated on the latest approved City's Master Drainage Plan (state/county/city). II-4, A, 2. A ten (10) year Developer's Reimbursement Contract may be entered into with the City for the Costs of over sizing the offsite system for future development. Future development that connects to the system is ultimately responsible for reimbursement. (Also, II-7)	Developer is now required to size drainage facilities to service the entire subject drainage basin.
E. All storm sewer conduit and related appurtenances maintained by the City of McAllen shall be located within City right-of-way and/or dedicated drainage easements.	Not stated	Standardize language
F. All drainage facilities including street gutters, inlets, pipes and related appurtenances to the drainage outfall system shall be designed to intercept and convey runoff from a	See Table II-1: Design Storm Frequencies	Standardize language and add check for a 25-year frequency storm event.

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

10 – year frequency storm event and checked for a 25-year frequency storm event.		
G. The drainage outfall system (channels and ditches) shall be designed to convey and/or detain storm water runoff from a 50-year frequency storm. The developer must comply with regulations to attain approval for connection to a drainage outfall system through a jurisdictional entity.	See Table II-1: Design Storm Frequencies II-2, B. The drainage outfall system shall be designed to carry and/or store the run-off from a 10-year developed storm frequency and will be provided and maintained by the City. The outfall system consists of those systems shown on the latest approved City's Master Drainage Plan (state/county/city). The permanent outfall for any improvements within the county is Hidalgo County Drainage District's facilities.	Standardize language
H. Improvements which will increase the frequency of flooding or the depth of inundation of unprotected structures in the 100-year flood plain or areas of flooding shall not be permitted for construction. The developer must comply with City Ordinance Subpart B "Land Use Regulations and Related Activities" Chapter 118 Floods.	II-2, A, 3. Any property within the 100-year flood plain must provide an amount of floodwater storage capacity after development, which is not less than the pre-existing floodwater storage capacity of said property during the 100-year flood, regardless of whether such pre-existing flood storage capacity is due to natural or artificial causes. The design must mitigate the total volume of fill within the 100-year flood plain.	Standardize language and add reference to Floods Ordinance
I. Off-site discharge for post development conditions shall not exceed the pre-development peak discharge for all storm events up to and including the 10-year storm event.	II-2, A, 2. Peak flows for proposed improvements shall not be increased at any location for any storm frequency higher than the pre-developed 10-year storm.	Standardize language
J. Stormwater runoff generated from developed improvements shall be detained on-site for a 50-year	II-14, B, 1. The difference between the 50-year storm post development runoff and the	Standardize language

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

frequency storm event and released into the receiving system at the pre-developed, peak discharge rate for a 10-year frequency storm event.	10-year pre-development runoff shall be detained on-site. Engineered detention calculations shall be submitted to the City Engineer.	
K. For redevelopments that have no existing detention, the pre-developed peak discharge rate shall include land cover prior to any development on site.	Not addressed	Additional improvements to developed properties will trigger the requirement for detention.
L. For master planned developments, stormwater detention requirements shall be reassessed if land use is changed such that calculations show increase in runoff when compared to original approval.	Not addressed	Already part of workflow.
M. Residential lots shall be graded to provide positive drainage towards the front of the lot at a minimum slope of 1%.	Not addressed	Additional grading work will be required from the Developer
N. In no instance shall site grading on residential or commercial properties adversely affect neighboring properties.	Not addressed	Already part of workflow
O. In the event of a difference in grade between adjacent properties, each property shall be graded to drain away from the deviation. Grade differentials in excess of 1-foot shall require an engineered retaining structure.	Not addressed	Additional work may be required from the Developer
P. Construction activity shall not interfere with the normal operation of existing drainage systems.	Not addressed	Already part of workflow

Summary of Amendments to O-2006-47

CC Regular Meeting October 04, 2021

Q. Storm drainage designs shall account for off-site drainage patterns affected by any proposed drainage improvements.	Not addressed	Already part of workflow
R. Variances from procedures described in this policy shall require approval from the City Engineer and/or City Commission, as applicable.	Not addressed	Already part of workflow
S. All formulas and factors appearing in this policy are presented in English units unless noted otherwise.	Not addressed	Already part of workflow

ORDINANCE NO. _____

**AN ORDINANCE AMENDING O-2006-47 OF THE CITY OF PHARR, TEXAS
CHAPTER 118, SUBDIVISIONS, AMENDING SECTION II-DRAINAGE,
PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE,
PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE.**

WHEREAS, the City of Pharr has prepared a “Standards Manual: Construction and Development Guide” that will assist all applicants in complying with various technical and policy provisions of the City’s Subdivision and Zoning regulations; and

WHEREAS, the City of Pharr desires to apprise the public of the existence of these policies, standards, rules and regulations and to make them enforceable on a uniform basis; and

WHEREAS, the existing “Standards Manual: Construction and Development Guide” requires updates and modifications to establish uniform drainage guidelines in our Metropolitan Statistical Area (MSA).

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

Section 1 – Standards Manual: Construction and Development Guide, Section II - Drainage. The general policy on drainage will be standardized to establish uniform drainage guidelines with neighboring communities.

Section 2 – Repealer. All provisions of the ordinances of the City of Pharr, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 3 – Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4 – Publication. In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.

Section 5 – Effective Date. This ordinance may be published after its passage and approval and shall take effect and be in full force when signed by the Mayor and City Clerk.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 1, 2021

MEETING DATE: October 4, 2021

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2021-45 relating to the number of authorized civil service positions within the Fire and Police Departments. **(1st Reading)**

Classification: Regular

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

Issue: In the most recent fire CBA both the City and Fire union agreed to add two new ranks within the Fire Department.

In addition, we are adding the positions authorized in FY 21-22 personnel budget for both departments.

Fiscal Consideration: approved with personnel budget FY 21-22

Staff Recommendation: Staff recommend approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Anali Alanis
Veronica Ramirez
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

ORDINANCE NO. O-2021-_____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2021-45 OF THE
CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

**BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF
PHARR, TEXAS AS FOLLOWS:**

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	112	0	112
Sergeant	16	0	16
Lieutenant	7	0	7
Deputy Chief	2	0	2
Assistant Chief	1	0	1
Police Chief	1	0	1

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	42	0	42
Engineer	22	0	22
Lieutenant/Asst. Fire Marshal	14	0	14
Captain	0	1	1
Battalion Chief	0	3	3
Deputy Chief/Fire Marshal	3	-1	2
Assistant Chief	1	0	1
Fire Chief	1	0	1

- 3) any vacancies created are to be filled by civil service procedures. Deputy Chief positions within the Police Department shall be filled in accordance to Memorandum of Understanding executed on 09/18/2020.

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

SECTION 5: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 6: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 7: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

PASSED AND APPROVED ON THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: September 30, 2021

MEETING DATE: October 4, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the city manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by city attorney; ratification of prior acts.

Classification: Regular

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

Issue: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the city manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by city attorney; ratification of prior acts.

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 9/30/2021
Approved - 9/30/2021
Approved - 9/30/2021
Final Approval - 10/1/2021

RESOLUTION NO. R-2021-

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements and property in and about the City of Pharr in Hidalgo County, Texas;

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

LEGAL DESCRIPTION:

EXHIBIT A (APPROXIMATELY 235.52 ACRES)

**TRACT I: PORCION 71 BLK POR 71 241.08AC EXC AN IRR TR
 N217.22'-E1160.35' 235.52AC**

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be

ratified.

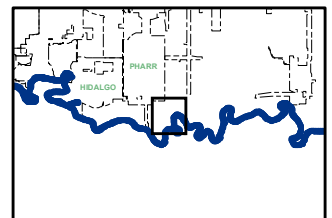
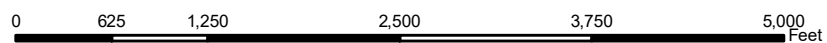
PASSED AND ADOPTED this the _____ day of _____, 21_____.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST

IMELDA BARRERA, ASST. CITY CLERK





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: September 30, 2021

MEETING DATE: October 4, 2021

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution adopting the National Voter Registration Act (NVRA) Implementation Plan for the Pharr Memorial Library.

Classification: Consent

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

Issue: Approve the Pharr Memorial Library's voter registration implementation plan.

Fiscal Consideration: None.

Staff Recommendation: The regular Library Board has approved the implementation of the plan.

Alternatives: None.

Exclude Material from Public Packet? No

Reason: None.

ROUTING:

Adolfo Garcia
Adolfo Garcia
Annie Reeves
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 9/30/2021
Approved - 9/30/2021
Approved - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF PHARR, TEXAS,
ADOPTING NATIONAL VOTER REGISTRATION ACT (NVRA)
IMPLEMENTATION PLAN

WHEREAS, the Texas Election Code Chapter 20 requires that each public library, including any branch or other service outlet, be designated as a voter registration agency; and

WHEREAS, the City of Pharr Memorial Library and the Development Research Center are required to be designated as such; and

WHEREAS, the Library Board of the City of Pharr approved the National Voter Registration Act Implementation Plan on September 16, 2021; and

WHEREAS, the City of Pharr City Commission finds that it is necessary to adopt the NVRA Implementation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS, that the NVRA Implementation Plan is hereby adopted and approved.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 5th DAY OF OCTOBER 2021, A.D.

CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez, Mayor

ATTEST:
IMELDA BARRERA
ASSISTANT CITY CLERK

BY: _____

ELECTION CODE

TITLE 2. VOTER QUALIFICATIONS AND REGISTRATION

CHAPTER 20. VOTER REGISTRATION AGENCIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 20.001. DESIGNATION OF VOTER REGISTRATION AGENCIES.

(a) The following state agencies are designated as voter registration agencies:

- (1) Health and Human Services Commission;
- (2) Department of Aging and Disability Services;
- (3) Department of Assistive and Rehabilitative Services;
- (4) Department of State Health Services; and
- (5) any other agency or program as determined by the secretary of state that primarily provides:
 - (A) public assistance; or
 - (B) services to persons with disabilities.

(b) The Department of Public Safety is designated as a voter registration agency.

(c) Each public library, including any branch or other service outlet, is designated as a voter registration agency. In this chapter, "public library" means a library that:

- (1) is regularly open for business for more than 30 hours a week;
- (2) is operated by a single public agency or board;
- (3) is open without charge to all persons under identical conditions; and
- (4) receives its financial support wholly or partly from public funds.

(d) Each marriage license office of the county clerk is designated as a voter registration agency.

(e) The secretary of state shall designate other agencies or offices as voter registration agencies as necessary for compliance with federal law.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 1090 (H.B. [2068](#)), Sec. 1, eff. September 1, 2005.

Sec. 20.002. AGENCY-PRESCRIBED REGISTRATION APPLICATION FORM. Instead of using the official voter registration application form prescribed by the secretary of state, a voter registration agency may use an official form prescribed by the agency, if approved by the secretary of state.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.003. OFFICIAL DECLINATION OF REGISTRATION FORM. The officially prescribed form for a declination of a voter registration must include:

- (1) spaces for the person's signature and printed name and the date of signing;
- (2) the following question, followed by appropriate boxes preceding "YES" and "NO": "If you are not registered to vote where you live now, would you like to apply to register to vote here today?";
- (3) if the agency provides public assistance, the statement: "Applying to register or declining to register to vote will not affect the amount of assistance that you will be provided by this agency.";
- (4) the statement: "IF YOU HAVE NOT CHECKED EITHER BOX, YOU WILL BE CONSIDERED TO HAVE DECIDED NOT TO REGISTER TO VOTE AT THIS TIME.";
- (5) the statement: "If you would like help filling out the voter registration application form, we will help you. The decision whether to seek or accept help is yours. You may fill out the application form in private.";

(6) the statement: "If you believe that someone has interfered with your right to register or to decline to register to vote or with your right to privacy in deciding whether to register or in applying to register to vote, you may file a complaint with the Elections Division of the Office of the Secretary of State, P.O. Box 12060, Austin, Texas 78711.";

(7) a statement that if the applicant declines to register to vote, that fact will remain confidential and will be used only for voter registration purposes;

(8) a statement that if the applicant does register to vote, information regarding the agency or office to which the application is submitted will remain confidential and will be used only for voter registration purposes; and

(9) a space for indicating that the applicant refused to sign the declination or kept the application to personally submit it to the voter registrar.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.004. AGENCY COORDINATOR. (a) A voter registration agency shall designate one or more persons to coordinate the agency's voter registration program. The agency shall notify the secretary of state of the name of each coordinator.

(b) The registration coordinator shall conduct training for agency employees in voter registration procedures with the assistance of the secretary of state.

(c) The agency shall submit to the secretary of state a plan to implement voter registration procedures under this chapter.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

CITY OF PHARR MEMORIAL LIBRARY

National Voter Registration Act (NVRA) Implementation Plan

1. Section 20.001(c) of the Texas Election Code designates each public library as a voter registration agency. All staff who register new and renewing Pharr Memorial Library and the Development and Research Center patrons for library services provide voter registration services.

2. The NVRA Agency Coordinator for the City of Pharr Memorial Library and Development and Research Center is: **Adolfo Garcia**

3. NVRA procedures:

- a) Voter registration cards are provided on official forms prescribed by the Texas Secretary of State, in English and Spanish.
- b) The NVRA Coordinator orders new voter registration cards as necessary to maintain an adequate supply for at least two months.
- c) Library staff offer voter registration cards to all new and renewing patrons upon applying for a library card or TexShare card, including patrons who apply online or by phone, or reporting a change of address.
- d) Library staff will confirm that all required fields on the voter registration card have been completed and will offer assistance to the same degree of assistance in completing voter registration paperwork as the library would provide for assistance with library related documentation. This includes, but not limited to, bilingual assistance.
- e) Staff will not confirm voter eligibility.
- f) Patrons may elect to mail their own applications or submit them to Library staff. The NVRA Coordinator will deliver submitted applications to the Hidalgo County Elections office within five days of receipt.
- g) If a question arises concerning voter registration that Library staff cannot answer, staff shall provide the toll-free telephone number of the Elections Division of the Texas Secretary of State and the telephone number of the Hidalgo County Elections office.

4. Staff training overview:

- a) Staff are trained on NVRA procedures annually using Secretary of State training documents.
- b) All new staff are trained on NVRA procedures as part of the onboarding process.

5. The City of Pharr Memorial Library's voter registration services are ongoing. This plan will be implemented **September 20, 2021**

6. During normal business operations, the Pharr Memorial Library (Main Branch) provides voter registration services at 121 E. Cherokee Ave, Pharr, Texas, during the following hours:

Monday – Thursday 9:00am—9:00pm

Friday and Saturday: 9:00am—9:00pm

Sunday: 1:00pm-6pm

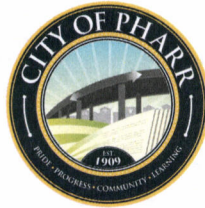
7. During normal business operations, the Development and Research Center (Branch) provides voter registration services at 850 W Dicker Rd, Pharr, TX 78577, Pharr, Texas, during the following hours:

Monday – Thursday: 9:00am—7:00pm

Friday- 9:00am - 6:00pm

Saturday and Sunday 1:00pm-5:00pm

Questions about voter registration services are emailed to the Secretary of State Elections Division at elections@sos.texas.gov



**TAKE NOTICE THAT A REGULAR MEETING
OF THE LIBRARY BOARD
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 6:00 PM ON
THURSDAY, SEPTEMBER 16, 2021**

In compliance with Chapter 551 of the Texas government Code, Vernon's Texas Codes annotated (Open Meeting Act), notice is hereby given that the Library Board of the City of Pharr, Texas will be meeting in a regular called meeting to consider and discuss the following.

1. CALL MEETING TO ORDER:

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

2. REGULAR AGENDA - OPEN SESSION:

- A) Approval of minutes for July 15, 2021
- B) Consider and action to approve The National Voter Registration Act (NVRA) implementation plan for the Pharr Memorial Library.
- C) Consider and action to approve The Pharr Memorial Library Strategic Plan 2021-2025.

3. PRESENTATION OF DIRECTOR'S REPORT:

- A) Library Director's Report

4. PRESENTATION OF SUPERVISOR'S REPORT:

- A) DRC Branch Manager's Report
- B) Children's Department Report
- C) Reference Department Report

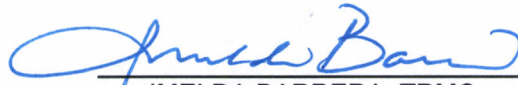
5. ADJOURNMENT:

AGENDA
LIBRARY BOARD MEETING
September 16, 2021

I, the undersigned authority, do hereby certify that the above notice of said Meeting of the Library Board 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 10th day of September at 10:00 a.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 10th day of September 2021.

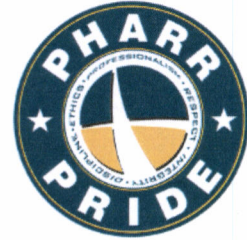




IMELDA BARRERA, TRMC
ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: October 1, 2021

MEETING DATE: October 4, 2021

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing City Clerk.

Classification: Regular

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

Issue: Former City Clerk retired and City is ready to appoint a new City Clerk.

Fiscal Consideration: Annual Salary \$75,000 plus benefits.

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

RESOLUTION NO. R-2020-_____

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

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

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

WHEREAS, the City's previous City Clerk retired and the position of City Clerk needs to be filled.

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

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 4th day of October, 2021.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

IMELDA BARRERA,
ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: September 16, 2021

MEETING DATE: October 4, 2021

FROM: Ignacio Amezcua, Director

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase the Pharr Northside Community Center furniture from Texas Wilson out of San Antonio, TX through Vizient GPO Contract ID number CE3374 in the amount of \$221,354.53

Classification: Consent

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

Issue: The Warren Group Architects INC. received and evaluated the three proposals from furniture vendors. The following companies were invited to participate:

- 1) Texas Wilson
- 2) Indeco
- 3) Lone Star Furnishing
- 4) DC Interiors

TWG received proposals from Texas Wilson, Indeco and DC Interiors, Lone Star Furnishing did not submit a proposal.

After careful review, TWG found that the lowest qualifying bid was submitted by Texas Wilson. Their proposal appears to be in order, fair and reasonable. Therefore, we recommend the award of a contract for furnishing the Northside Community Center Project to Texas Wilson out of San Antonio, TX in the amount of \$221,354.53 (PROJECT# 2021-01-510-P031-004)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to award the contract of the Northside Community Center furniture project to Texas Wilson out of San Antonio Texas in the amount of \$221,354.53

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ignacio Amezcua
Ignacio Amezcua
Cynthia Garza

Created/Initiated - 9/16/2021
Approved - 9/16/2021
Approved - 9/17/2021

Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Approved - 9/17/2021
Approved - 9/30/2021
Approved - 9/30/2021
Final Approval - 10/1/2021



804 S. Main Street McAllen, TX 78501

September 16, 2021

Mr. Ignacio Amezcua MBA, CTCD, CTCM
Purchasing Director
City of Pharr
Office: 956.402.4231 ext. 1199
Cell: 956.530.7186
Ignacio.amezcua@pharr-tx.gov
www.pharr-tx.gov

Re: Pharr Northside Community Center
Furniture Proposal
Letter of Recommendation

Dear Mr. Amezcua,

As requested, we received and evaluated the three proposals from furniture vendors approved by the City of Pharr. The following companies were invited to participate:

1. Texas Wilson
2. Indeco
3. Lone Star Furnishing
4. DC Interiors

We have received proposals from Texas Wilson, Indeco and DC Interiors. Lone Star Furnishing did not submit a proposal.

After careful review, we found that the lowest qualifying bid was submitted by Texas Wilson. Their proposal appears to be in order, fair and reasonable. Therefore, we recommend the award of a contract for furnishing the Northside community center project to Texas Wilson in the amount of \$221,354.53.

Please feel free to call us if we can be of any further assistance.

Best Regards,



Laura Nassri Warren, AIA
President

CC: Carlos Del Angel, Brownstone
Nicole Reyman, TWG
File



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 142516

Quote Date 09/03/21

Customer CITY27

Terms PER CUSTOMER PO

Account Representative GLORIA RIVAS

Quote To

Ignacio Amezcua
City of Pharr
118 S CAGE BLVD
Pharr TX 78577-4855

Ship To

Ignacio Amezcua
City of Pharr
TBD
Pharr TX 78577-4855

Phone +1 (956) 402-4231 x1199
Cell +1 (956) 530-7186
Fax +1 (956) 702-5318
ignacio.amezcua@pharr-tx.gov

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Cell +1 (956) 530-7186
Fax +1 (956) 702-5318
ignacio.amezcua@pharr-tx.gov

Northside Community Center - Pharr

Global Product:
VizientPurchasing Agreement for Furniture
Global Contract #CE3374
City of Pharr Vizient Member ID: 2510088

Artopex Product:
Open Market

KI Product:
Open Market

Extended Lead Times apply with all manufacturers in this quote, due to the current issues with chain supply shortages.

SEE DETAILS BELOW:

Global: Lead times vary from 6 to 12 weeks from ORDER ENTRY - Weeks are based on business working weeks, NOT calendar weeks.

Artpex: Lead time is 68 BUSINESS days from Order Entry.

KI: Lead-time is 8-10 weeks after all color selections, VERIFIED FIELD DIMENSIONS, and approved drawings are rec'd

DISCLOSURE!!!

This proposal is being submitted during the current COVID-19 pandemic. The schedule in the proposal is based upon availability of resources both at Texas Wilson and from vendor suppliers that are subject to change. Texas Wilson will work with you during this time to communicate any schedule or other changes required due to these extenuating circumstances.

QUOTE EXPIRES IN 30 DAYS

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description	Quantity	Unit Price	Extended Price
Amphitheater Building			
1 6942 - SORA, Mesh Back, Medium Back, Weight Sensing Synchro-Tilter, Std Height Adjustable Arms, Std Molded Black Base, 2.5" Dual Wheel Carpet Caster, GLOBAL SEATING USA Sora Mesh Back Finish: VU19: M-Coal Black, Mesh Back [VU19] Sora Textile Seat: ~01: Grade 01 ~FUNS: Fusion (Global) FU74: 1-Tomato Sora Arm Type: E2: A-(STD) Height Adjustable Arms Sora Seat Size: STAN: M-(STD) Standard Seat Size Sora Cylinder Type: 4L: (STD) 4" Low Rise Cylinder Sora Base Finish: B7: F-(STD) Black Nylon Base Sora Caster Type: C82: C-Black, 2.5" Dual Wheel Carpet Caster GLOBAL Tag For Amphitheater Building 6942	4	391.93	1,567.72
Sub Total			1,567.72
TEXAS NON-TAXABLE			0.00
Total			1,567.72

Break Room			
2 GCRR48 - 48"w x 29"h, Round Top, Tubular Base, Self Edge, BOARDROOM TABLES Boardroom Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Boardroom Table Top Finishes: ~BTOP: Boardroom Table Top Finishes WGY: 1-Willow Grey Boardroom Table Metal Base Finishes: ~BMBASE: Boardroom Table Metal Base Finishes	2	294.91	589.82

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY	TITLE	DATE
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Description		Quantity	Unit Price	Extended Price
2	GRY: 2-Grey Boardroom Grommet/Electrical Cut-Out Options - Center Positi: ~: Grommet/Electrical Not Required - Center Position Boardroom Custom Grommet Location (Application Drawing Requi: ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Break Room GCRR48			
3	6711 - POPCORN, Wall Saver, Polypropylene Back & Seat, Armless, Std Sled Chrome Frame, Std Without Glides, Stacks 10 High on Floor, 34 high on Dolly, GLOBAL SEATING USA Popcorn Plastic Finish: ~DPLS: Plastic Back / Seat Selections BZB: 1-Buzz Blue, Bright blue [BZB] Popcorn Frame Finish: CH: F-Chrome Frame [CH] Popcorn Glide Type: FG: M-Felt Pad Glide Popcorn Packaging Type: PK: M-(STD) RTA Code in Pricebook per Model GLOBAL Tag For Break Room 6711	8	74.30	594.40
Sub Total				1,184.22
TEXAS NON-TAXABLE				0.00
Total				1,184.22
Computer Lab				
4	GJNLEG24 - "Y" Leg w/leveling glides. For assembly with 24" deep tops. 21.5D x 2W x 27.5H, JUNCTION Junction Metal Leg Finishes: ~JMTL: Junction Metal Leg Finishes TU2: 1-Tungsten GLOBAL Tag For Computer Lab GJNLEG24	30	87.01	2,610.30
5	JNMP72 - Modesty Panels-Use w/JNR rectangular tops. Black	22	145.91	3,210.02
I acknowledge that I have read and accepted this contract and the complete conditions of sale.				
ACCEPTED BY		TITLE	DATE	

Description		Quantity	Unit Price	Extended Price
5	PVC-ribbed. Includes wire trough.59.19D x 6.92W x 11.25H, JUNCTION GLOBAL Tag For Computer Lab JNMP72			
6	JNRU2472 - Rectangular Tops-Pre-drilled w/threaded steel inserts for freestanding/linking installs. 24D x 72W x 1H, JUNCTION Junction Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Junction Top Finishes: ~JLAM: Junction Top Finishes WHE: 1-Walnut Heights Junction Top Edge Options: ~: (Std) Standard Edge Junction Grommet/Electrical/Villa Cut-Out Options - Left Pos: ~: Grommet/Electric/Villa Not Required - Left Position Junction Grommet/Electrical/Villa Cut-Out Options - Center P: ~: Grommet/Electrical/Villa Not Required - Center Position Junction Grommet/Electrical/Villa Cut-Out Options - Right Po: ~: Grommet/Electric/Villa Not Required - Right Position Junction Custom Grommet/ Electric/ Villa Location (Applicati: ~: Grommet/Electric/Villa Not Required - Custom Grommet Locatio GLOBAL Tag For Computer Lab JNRU2472	22	188.65	4,150.30
7	6322-4 - VION, Mesh Back, Medium Back, Tilter, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA Vion Frame Finish: BK: F-(STD) Black Back Frame w/ Black Base Vion Mesh Back Finish: MS69: M-Black, Mesh Back [MS69] Vion Textile: ~01: Grade 01 ~FUNS: Fusion (Global)	44	270.27	11,891.88

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 142516

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Description		Quantity	Unit Price	Extended Price
7	FU74: 1-Tomato Vion Seat Size: SZ: M-(STD) Standard Seat Size ^Vion Arm Type: ~ABB: Arms for Use w/ Black Back Frame and Black Base Only AS: A-(STD) AS Arm (Use w/ Blk Frame and Blk Base) Vion Lumbar: NL: M-(STD) w/o Lumbar Support Pad Vion Cylinder Type: 5L: M-(STD) 5" Low Rise Cylinder Vion Caster Type or Glide Type: C9R: C-Black, 2.5" Dual-Wheel Urethane Caster Vion Seat Foam: SF: M-Standard Seat Foam Vion Packing Type: OK: M-(STD) RTA Code in Pricebook per Model GLOBAL Tag For Computer Lab 6322-4			
Sub Total				21,862.50
TEXAS NON-TAXABLE				0.00
Total				21,862.50
Conference Room				
8	A-GR-B-B - Telecom Plates-Grey plate, (2) RJ45 CAT6 data, TABLE POWER Split Cables Off Factory Order - Required (Order Entry): ECA: M-Split Cables Off Factory Order - Required (Order Entry) GLOBAL Tag For Conference Room A-GR-B-B	6	44.27	265.62
9	OAM-A-PC-S - Oasis Mini A Corded 15" trough w/ 6 receptacles, and telecom plate cutouts - sold separate, TABLE POWER Split Cables Off Factory Order - Required (Order Entry): ECA: M-Split Cables Off Factory Order - Required (Order Entry) GLOBAL	3	575.57	1,726.71
I acknowledge that I have read and accepted this contract and the complete conditions of sale.				
ACCEPTED BY		TITLE	DATE	

Description		Quantity	Unit Price	Extended Price
9	Tag For Conference Room OAM-A-PC-S			
10	Z722036BD - 20"d x 72"w x 36"h, Buffet Credenza with Two Locking Storage Compartments Side by Side, Hinged Doors Cover One Three-Postion Height Adjustable Shelf, Two 6"h Drawers above Storage Compartments are Non-Locking, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes WHE: 1-Walnut Heights Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Storage Base Finishes: ~ZBASE: Zira Storage Base Finishes WHE: 2-Walnut Heights Zira Glazed Door Options: ~: Laminate Doors (STD) Handle Option (Required): ~HAN: Handle Option (Required) HQ: P-Bar Handle - Silver Key Options: K-401: C-Keyed for Lock #401 GLOBAL Tag For Conference Room Z722036BD	1	978.67	978.67
11	2670-4 - GLOBAL ACCORD, High Back, Tilter, Std Fixed Arms, Std Polished Aluminum Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA Accord Textile: ~01: Grade 01 ~HDSON: Hudson (Global) HD08: 1-Grey Accord Frame Finish: AL: F-(STD) Aluminum Frame [ALU] Accord Base Finish: ALU: M-(STD) Polished Aluminum Base [ALU] Accord Caster Type or Glide Type:	18	387.69	6,978.42

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description	Quantity	Unit Price	Extended Price
11 C1: C-(STD) Black, 2" Dual-Wheel Caster Accord Ballistic Nylon Back: CBD: M-(STD) Standard Chair Back Design Accord Seat Foam: SF: M-Standard Seat Foam Accord Packing Type: PK: M-(STD) RTA Code in Pricebook per Model GLOBAL Tag For Conference Room 2670-4			
12 Z60240BE - 60"d x 240"w x 30"h, Boat Shaped Boardroom Table, Top is 3 Pieces, Includes 4 Bases w/ Wire Access Doors and Wire Concealment Between Bases, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1.5" Thick Zira Top Finishes: ~ZTOP: Zira Top Finishes WHE: 1-Walnut Heights Zira Top Thickness/ Edge Options (Required): C3: F-1.5" Top, Standard Edge Zira Laminate Outer Base Finishes: ~ZBASE: Zira Laminate Outer Base Finishes WHE: 2-Walnut Heights Zira Inner Base Trim Finish (Required): BRC: M-Brushed Cobalt, Inner Base Trim Grommet/Electrical Cut-Out Options - Left Position: ~POS1: Grommet/Electrical Options - Left Position M1: M-Oasis Cut-Out (Spec Elec. Box Sep.) Grommet/Electrical Cut-Out Options - Center Position: ~POS2: Grommet/Electrical Options - Center Position M2: M-Oasis Cut-Out (Spec Elec. Box Sep.) Grommet/Electrical Cut-Out Options - Right Position: ~POS3: Grommet/Electrical Options - Right Position M3: M-Oasis Cut-Out (Spec Elec. Box Sep.) Custom Cut-Out Locations (Application Drawing Required):	1	4,797.48	4,797.48

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
12	~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Conference Room Z60240BE			
Sub Total				14,746.90
TEXAS NON-TAXABLE				0.00
Total				14,746.90
Green Room				
13	7875F - CITI, Fabric, 31"d x 30.375"w x 30"h, Lounge Chair, Std 2 Arms, Std with Round Metal Legs, GLOBAL SEATING USA Citi Textile: ~01: Grade 01 ~CAER: Carrera (Global) CE86: 1-Slate Citi Leg Finish: R1: F-(STD) Tungsten Legs [TUN] Citi Stitch Detail: SD: M-(STD) Does not have Stitch Detail GLOBAL Tag For Green Room 7875F	4	430.43	1,721.72
14	S7911 - CITI SQUARE, 20"d x 24"w x 16"h, Cube End Table, Freestanding Only, Std with Square Metal Legs, GLOBAL SEATING USA Citi Square Table Finish: ~CLAM: Citi Square End/ Coffee Table Laminates BLK: 1-Black, Laminate End/Coffee Tables [BLK] Citi Frame and Leg Finish: S1: F-Tungsten, Frame and Square Legs [TUN] Citi Power Module Position and Finish: PES: M-(STD) Power/USB Module not Required, End/Side of Unit (Pri GLOBAL Tag For Green Room S7911	1	544.00	544.00
15	TZF-TMARFE303016-S1 - Round Occasional Table 30x30x16 / Fences Base Laminate - 1" H.P.L. Fenix Surface Finish:	1	691.88	691.88

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY	TITLE	DATE
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Description		Quantity	Unit Price	Extended Price
15	FN: Fenix Black Edge - 1" Edge Finish (Fenix): FN: Fenix Black Metal - Fences Base Finish: 3067: Black ARTOPEX Tag For Green Room TZF-TMARFE30301			
Sub Total				2,957.60
TEXAS NON-TAXABLE				0.00
Total				2,957.60
Lecture Hall				
16	6713 - POPCORN, Wall Saver, Polypropylene Back, Upholstered Seat, Armless, Std Sled Chrome Frame, Std Without Glides, Stacks 8 high on Floor, 15 high on Dolly, GLOBAL SEATING USA Popcorn Plastic Back Finish: ~DPLS: Plastic Back Selections FOG: 1-Fog, Light Cool Grey [FOG] Popcorn Textile: ~01: Grade 01 ~URBA: Urban (Global) UR12: 2-Blue Bayou Popcorn Frame Finish: CH: F-Chrome Frame [CH] Popcorn Glide Type: FG: M-Felt Pad Glide GLOBAL Tag For Lecture Hall 6713	164	104.72	17,174.08
Sub Total				17,174.08
TEXAS NON-TAXABLE				0.00
Total				17,174.08
17	FTSS - Select Style Oval Base Floor Mounted, Flat or Sloped Floor . Standard KI Finishes KRUEGER	112	70.80	7,929.60
18	UTS.18.S - Fixed Height Seminar Table Tops Per Lineal Foot	480	44.84	21,523.20

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY	TITLE	DATE
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Description		Quantity	Unit Price	Extended Price
18	18" Deep Straight Laminate Table Tops . Standard KI Finishes 74P - PVC Free Flat Edge KRUEGER			
19	WMP.12.S - 12" High Straight Laminate Modesty Panels Per Lineal Foot Laminate Faced One Side . Non-Continuous (segmented with ½" space between panels) 74P - PVC Free Flat Edge KRUEGER	480	42.48	20,390.40
20	IN SURFACE MODULE - Undersurface Power/USB Modules (Narce) Each Module Contains Two Simplex Receptacles Ports and One Dual USB-A Port Includes All Necessary Infeeds, Jumpers, Troughs and Shrouds Hardwiring to be Completed by Others . Black, White and Grey Module Color Choices KRUEGER	80	274.35	21,948.00
Lobby/Pre-Function Area				
21	7760NA - RIVER, 55"w x 29.5"d x 32"h, High Traffic, Inside Curve, 2 Seater, Armless, Std with Metal legs, Ganging Hardware Included (Both Sides), Electrical Option Available, GLOBAL SEATING USA River HT Textile: ~01: Grade 01 ~CAER: Carrera (Global) CE91: 1-Azure River Leg Finish: R2: F-Round Black Legs [BLK] River Power Module Position and Finish: PML: M-(STD) Power/USB Module not Required, Left Side (Seated) River Power Module Position and Finish: PMR: M-(STD) Power/USB Module not Required, Right Side (Seated) GLOBAL	8	1,158.08	9,264.64

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
21	Tag For Lobby/Pre-Function Area 7760NA			
22	7778 - RIVER, 24.5"w x 28"d x 17.5"h, High Traffic, 1 Seat Bench, Std with Metal legs, Ganging Hardware Included (Both Sides), Electrical Option Available, GLOBAL SEATING USA River HT Textile: ~01: Grade 01 ~CAER: Carrera (Global) CE86: 1-Slate River Leg Finish: R2: F-Round Black Legs [BLK] River Power Module Position and Finish: PML: M-(STD) Power/USB Module not Required, Left Side (Seated) River Power Module Position and Finish: PMR: M-(STD) Power/USB Module not Required, Right Side (Seated) GLOBAL Tag For Lobby/Pre-Function Area 7778	2	460.07	920.14
23	TZF-TMARFE303016-S1 - Round Occasional Table 30x30x16 / Fences Base Laminate - 1" H.P.L. Fenix Surface Finish: FN: Fenix Black Edge - 1" Edge Finish (Fenix): FN: Fenix Black Metal - Fences Base Finish: 3067: Black ARTOPEX Tag For Lobby/Pre-Function Area TZF-TMARFE30301	4	1,845.00	7,380.00
24	EN-PC161890 - Element Pouf - 90° Arch 16x18 Footing: G: Glides Seating Fabric: (GR1): Grade 1 LF88: Loft - Gunmetal ARTOPEX	8	367.03	2,936.24

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 142516
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Description		Quantity	Unit Price	Extended Price
24	Tag For Lobby/Pre-Function Area EN-PC161890			
25	EN-PR2024 - Element Pouf - Round 20x24 Footing: G: Glides Seating Fabric: (GR1): Grade 1 LF91: Loft - Silversmith Stitching Option: STD: Curved Stitching Option ARTOPEX Tag For Lobby/Pre-Function Area EN-PR2024	2	377.34	754.68
26	EN-PR2424 - Element Pouf - Round 24x24 Footing: G: Glides Seating Fabric: (GR1): Grade 1 LF88: Loft - Gunmetal Stitching Option: STD: Curved Stitching Option ARTOPEX Tag For Lobby/Pre-Function Area EN-PR2424	2	393.28	786.56
27	EN-PR2424 - Element Pouf - Round 24x24 Footing: G: Glides Seating Fabric: (GR1): Grade 1 LF90: Loft - Black Stitching Option: STD: Curved Stitching Option ARTOPEX Tag For Lobby/Pre-Function Area EN-PR2424	2	393.28	786.56
28	EN-PN162424 - Element Pouf - Truncated Square 16x24x24 Footing:	4	384.38	1,537.52

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
28	G: Glides Seating Fabric: (GR1): Grade 1 TT42: Titanium - Egyptian ARTOPEX Tag For Lobby/Pre-Function Area EN-PN162424			
29	EN-PN202424 - Element Pouf - Truncated Square 20x24x24 Footing: G: Glides Seating Fabric: (GR1): Grade 1 LF90: Loft - Black ARTOPEX Tag For Lobby/Pre-Function Area EN-PN202424	4	395.15	1,580.60
Sub Total				25,946.94
TEXAS NON-TAXABLE				0.00
Total				25,946.94
Open Offices/Clerical				
30	Z16L2BFS - 23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA Zira Storage Base Finishes: ~ZBSE: Zira Storage Base Finishes DWT: 1-Designer White Zira Convert File to Box Box Option (Pos.1/Bottom): ~: File Drawer (STD) Handle Option (Required): ~HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Open Offices/Clerical Z16L2BFS	4	285.28	1,141.12
31	Z16L2SHSL - 23.4"d x 16"w x 28.5"h, Storage Shell, Left w/1 Adjustable Shelf, ZIRA Zira Storage Base Finishes:	2	185.18	370.36
I acknowledge that I have read and accepted this contract and the complete conditions of sale.				
ACCEPTED BY		TITLE	DATE	

Description	Quantity	Unit Price	Extended Price
31 ~ZBSE: Zira Storage Base Finishes DWT: 1-Designer White Zira Glazed Door Options: ~: Laminate Doors (STD) Handle Option (Required): ~HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Open Offices/Clerical Z16L2SHSL			
32 Z16L2SHSR - 23.4"d x 16"w x 28.5"h, Storage Shell, Right w/1 Adjustable Shelf, ZIRA Zira Storage Base Finishes: ~ZBSE: Zira Storage Base Finishes DWT: 1-Designer White Zira Glazed Door Options: ~: Laminate Doors (STD) Handle Option (Required): ~HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Open Offices/Clerical Z16L2SHSR	2	185.18	370.36
33 Z2442EL - 24"d x 42"w x 29.5"h, Left Flush Return w/No Pedestal, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DES: 1-Dark Espresso Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes:	5	234.46	1,172.30

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
33	~ZCHASS: Zira Chassis Finishes DWT: 2-Designer White Modesty Height Options: ~: M-Full to Floor Modesty Panel Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Open Offices/Clerical Z2442EL			
34	Z2442ER - 24"d x 42"w x 29.5"h, Right Flush Return w/No Pedestal, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DES: 1-Dark Espresso Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes DWT: 2-Designer White Modesty Height Options: ~: M-Full to Floor Modesty Panel Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position	8	234.46	1,875.68
I acknowledge that I have read and accepted this contract and the complete conditions of sale.				
ACCEPTED BY		TITLE	DATE	

Description	Quantity	Unit Price	Extended Price
34 Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Open Offices/Clerical Z2442ER			
35 Z2472R - 24"d x 72"w x 29.5"h, Connectable Tables, Right w/Full End Panel on Right, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DES: 1-Dark Espresso Zira Top Thickness/ Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes DWT: 2-Designer White Modesty Height Options: ~: M-Full Modesty Panel (1" A.F.F) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position	1	283.74	283.74

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

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TITLE

DATE

Description		Quantity	Unit Price	Extended Price
35	Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Open Offices/Clerical Z2472R			
36	Z3060T - 29.69"d x 60"w x 29.5"h, Freestanding Tables w/ 2 Full End Panel, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DES: 1-Dark Espresso Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes DWT: 2-Designer White Modesty Height Options: ~: M-Full Modesty Panel (1" A.F.F) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Open Offices/Clerical Z3060T	10	302.61	3,026.10
37	Z3072T - 29.69"d x 72"w x 29.5"h, Freestanding Tables w/ 2 Full	4	330.33	1,321.32

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DATE

Description	Quantity	Unit Price	Extended Price
37 End Panels, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DES: 1-Dark Espresso Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes DWT: 2-Designer White Modesty Height Options: ~: M-Full Modesty Panel (1" A.F.F) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Open Offices/Clerical Z3072T			
38 Z30L2SHS - 23.4"d x 30"w x 27.5"h, Storage Shell w/1 Adjustable Shelf, ZIRA Zira Storage Base Finishes: ~ZBSE: Zira Storage Base Finishes DWT: 1-Designer White Zira Glazed Door Options: ~: Laminate Doors (STD) Handle Option (Required):	1	266.42	266.42

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DATE

Description		Quantity	Unit Price	Extended Price
38	~HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Zira Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Open Offices/Clerical Z30L2SHS			
39	ZMPBBF22 - 22.6"d x 16"w x 28.5"h, Pedestals, Mobile w/Overhang w/Box/Box/File Drawers, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DES: 1-Dark Espresso Zira Storage Base Finishes: ~ZBASE: Zira Storage Base Finishes DWT: 2-Designer White Zira Handle Option: ~: Handle Option HV: M-Square Edge Handle - Silver Zira Lock Finish (Required): SI: M-Silver Lock Zira Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Open Offices/Clerical ZMPBBF22	10	362.67	3,626.70
40	9342P-4F1H - 18"d x 42"w x 54"h, 4 Fixed Front Drawers, 9300P SERIES, UNIVERSAL FILING ^Metal File Case & Storage Front Paint Finishes: ~STD: Metal File Case & Storage Front Paint Finishes (Global Stand ~GLO: Global Standard Colors DWT: 2-Designer White [DWT] Key Options: WSTD: C-Key Random (STD) Counterweight Option:	1	557.48	557.48

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Description		Quantity	Unit Price	Extended Price
40	PC424: M-42"w - 4H Counterweight GLOBAL Tag For Open Offices/Clerical 9342P-4F1H			
41	6942 - SORA, Mesh Back, Medium Back, Weight Sensing Synchro-Tilter, Std Height Adjustable Arms, Std Molded Black Base, 2.5" Dual Wheel Carpet Caster, GLOBAL SEATING USA Sora Mesh Back Finish: VU19: M-Coal Black, Mesh Back [VU19] Sora Textile Seat: ~01: Grade 01 ~FUNS: Fusion (Global) FU74: 1-Tomato Sora Arm Type: E2: A-(STD) Height Adjustable Arms Sora Seat Size: STAN: M-(STD) Standard Seat Size Sora Cylinder Type: 4L: (STD) 4" Low Rise Cylinder Sora Base Finish: B7: F-(STD) Black Nylon Base Sora Caster Type: C82: C-Black, 2.5" Dual Wheel Carpet Caster GLOBAL Tag For Open Offices/Clerical 6942	14	391.93	5,487.02
Sub Total				19,498.60
TEXAS NON-TAXABLE				0.00
Total				19,498.60
Private Office				
42	Z1648RL - 16"d x 48"w x 29.5"h, Left Flush Return w/No Pedestal + 16" Throat, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White	2	186.72	373.44
I acknowledge that I have read and accepted this contract and the complete conditions of sale.				
ACCEPTED BY		TITLE		DATE

Description	Quantity	Unit Price	Extended Price
42 Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes ASN: 2-Asian Night Modesty Height Options: ~: M-Full Modesty Panel (1" A.F.F) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Private Office Z1648RL			
43 Z2442FB - 24"d x 42"w x 29.5"h, Bridges, Grommet in Worksurface, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes ASN: 2-Asian Night Modesty Height Options: ~: M-Full Modesty Panel (1" A.F.F)	3	192.50	577.50

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Description	Quantity	Unit Price	Extended Price
43 Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Private Office Z2442FB			
44 Z2460L - 24"d x 60"w x 29.5"h, Connectable Tables, Left w/Full End Panel on Left, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes ASN: 2-Asian Night Modesty Height Options: ~: M-Full Modesty Panel (1" A.F.F) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover	2	258.33	516.66

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ACCEPTED BY	TITLE	DATE
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Description	Quantity	Unit Price	Extended Price
44 Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL Tag For Private Office Z2460L			
45 Z2472T - 24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes ASN: 2-Asian Night Modesty Height Options: ~: M-Full Modesty Panel (1" A.F.F) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Options - (STD) Center Position: ~POS2: Grommet/Electrical Cut-Out Options - Center Position RSG: M-Removal of Grommet w/ Cover Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL	3	297.99	893.97

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ACCEPTED BY	TITLE	DATE
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Description		Quantity	Unit Price	Extended Price
45	Tag For Private Office Z2472T			
46	Z30L2XNSL - 23.4"d x 30"w x 28.5"h, Storage Shell w/2 Box Drawers on Left, Open Shelf on Right, 1 Lateral File on Bottom, ZIRA Zira Storage Base Finishes: ~ ZBSE : Zira Storage Base Finishes ASN : 1-Asian Night Zira Convert File to Box Box Option (Pos.1/Bottom): ~: File Drawer (STD) Zira Collator Options: ~: Collator Option Not Required (STD) Handle Option (Required): ~ HAN : Handle Option (Required) HV : P-Square Edge Handle - Silver Key Options: K-STD : C-Key Random (STD) GLOBAL Tag For Private Office Z30L2XNSL	2	415.80	831.60
47	Z30S20OS - 16"d x 30"w x 20"h, Overhead Storage, Closed Front with Doors, ZIRA Zira Top Finishes: ~ ZTOP : Zira Top Finishes DWT : 1-Designer White Zira Top Thickness/Edge Options (Required): A3 : F-1" Top, Standard Edge Zira Storage Base Finishes: ~ ZBASE : Zira Storage Base Finishes ASN : 2-Asian Night Zira Glazed Door Options: ~: Laminate Doors (STD) Handle Option (Required): ~ HAN : Handle Option (Required) HV : P-Square Edge Handle - Silver Key Options: K-STD : C-Key Random (STD) GLOBAL	2	205.59	411.18

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TITLE

DATE

Description		Quantity	Unit Price	Extended Price
47	Tag For Private Office Z30S20OS			
48	Z3672F3L - 36"d x 72"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right, Hutches Cannot be Used on Desk, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes ASN: 2-Asian Night Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Modesty Panel Options: ~: Laminate Full to Floor Modesty (STD) Zira Handle Option: ~: Handle Option HV: M-Square Edge Handle - Silver Zira Lock Finish (Required): SI: M-Silver Lock Key Options: K-STD: C-Key Random (STD) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Zira Grommet/Electrical Cut-Out Options - Center Position: ~: Grommet/Electrical Not Required - Center Position Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL	1	585.58	585.58

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DATE

Description		Quantity	Unit Price	Extended Price
48	Tag For Private Office Z3672F3L			
49	Z3672F3R - 36"d x 72"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, Hutches Cannot be Used on Desk, ZIRA Zira Laminate Top Option: ~: (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White Zira Chassis Finishes: ~ZCHASS: Zira Chassis Finishes ASN: 2-Asian Night Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Modesty Panel Options: ~: Laminate Full to Floor Modesty (STD) Zira Handle Option: ~: Handle Option HV: M-Square Edge Handle - Silver Zira Lock Finish (Required): SI: M-Silver Lock Key Options: K-STD: C-Key Random (STD) Zira Grommet/Electrical Cut-Out Options - Left Position: ~: Grommet/Electrical Not Required - Left Position Zira Grommet/Electrical Cut-Out Options - Center Position: ~: Grommet/Electrical Not Required - Center Position Zira Grommet/Electrical Cut-Out Options - Right Position: ~: Grommet/Electrical Not Required - Right Position Custom Grommet Location (Application Drawing Required): ~: Grommet/Electrical Not Required - Custom Grommet Location GLOBAL	4	585.58	2,342.32

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Description		Quantity	Unit Price	Extended Price
49	Tag For Private Office Z3672F3R			
50	Z36L2XNSL - 23.4"d x 36"w x 28.5"h, Storage Shell w/2 Box Drawers on Left, Open Shelf on Right, 1 Lateral File on Bottom, ZIRA Zira Storage Base Finishes: ~ ZBSE: Zira Storage Base Finishes ASN: 1-Asian Night Zira Convert File to Box Box Option (Pos.1/Bottom): ~: File Drawer (STD) Zira Collator Options: ~: Collator Option Not Required (STD) Handle Option (Required): ~ HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Private Office Z36L2XNSL	2	456.61	913.22
51	Z36L2XNSR - 23.4"d x 36"w x 28.5"h, Storage Shell w/2 Box Drawers on Right, Open Shelf on Left, 1 Lateral File on Bottom, ZIRA Zira Storage Base Finishes: ~ ZBSE: Zira Storage Base Finishes ASN: 1-Asian Night Zira Convert File to Box Box Option (Pos.1/Bottom): ~: File Drawer (STD) Zira Collator Options: ~: Collator Option Not Required (STD) Handle Option (Required): ~ HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Private Office Z36L2XNSR	1	456.61	456.61
52	Z60S200S - 16"d x 60"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA	1	419.26	419.26

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Description		Quantity	Unit Price	Extended Price
52	Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Storage Base Finishes: ~ZBASE: Zira Storage Base Finishes ASN: 2-Asian Night Zira Glazed Door Options: ~: Laminate Doors (STD) Handle Option (Required): ~HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Key Options: K-STD: C-Key Random (STD) GLOBAL Tag For Private Office Z60S20OS			
53	Z72S20OS - 16"d x 72"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA Zira Top Finishes: ~ZTOP: Zira Top Finishes DWT: 1-Designer White Zira Top Thickness/Edge Options (Required): A3: F-1" Top, Standard Edge Zira Storage Base Finishes: ~ZBASE: Zira Storage Base Finishes ASN: 2-Asian Night Zira Glazed Door Options: ~: Laminate Doors (STD) Handle Option (Required): ~HAN: Handle Option (Required) HV: P-Square Edge Handle - Silver Key Options: K-STD: C-Key Random (STD) GLOBAL	2	476.63	953.26

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Description		Quantity	Unit Price	Extended Price
53	Tag For Private Office Z72S200S			
54	6902 - SIDERO, Armchair, Wall Saver, Std Sled Base, Glides, Does not Stack, GLOBAL SEATING USA Sidero Textile: ~01: Grade 01 ~FUNS: Fusion (Global) FU74: 1-Tomato Sidero Frame Finish: BK: F-(STD) Black Frame [BLK] Sidero Glide Type: GLD: M-(STD) Black Plastic Glides Sidero Ballistic Nylon Back: CBD: M-Standard Chair Back Design GLOBAL Tag For Private Office 6902	10	208.28	2,082.80
55	7332 - G1 ERGO SELECT, High Back, Multi-Tilter, Adj. Height & Width Arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA G1 Ergo Select Textile: ~01: Grade 01 ~FUNS: Fusion (Global) FU74: 1-Tomato G1 Seat Size: STAN: M-(STD) Standard Seat Size G1 Arm Type: G5: A-(STD) Height & Width Adjustable Arms G1 Mechanism Type: -3: P-(STD) Multi Tilter G1 Frame Finish: B7: F-(STD) Black Frame G1 Cylinder Type: 4L: M-(STD) 4" Cylinder G1 Stitch Detail: DMS: M-(STD) Matching Tread and Stitching G1 Caster Type: C82: C-(STD) Black, Dual Wheel Carpet Caster	5	406.56	2,032.80

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Description	Quantity	Unit Price	Extended Price
55 GLOBAL Tag For Private Office 7332			
Sub Total			13,390.20
TEXAS NON-TAXABLE			0.00
Total			13,390.20

Reception			
56 6942 - SORA, Mesh Back, Medium Back, Weight Sensing Synchro-Tilter, Std Height Adjustable Arms, Std Molded Black Base, 2.5" Dual Wheel Carpet Caster, GLOBAL SEATING USA Sora Mesh Back Finish: VU19: M-Coal Black, Mesh Back [VU19] Sora Textile Seat: ~01: Grade 01 ~FUNS: Fusion (Global) FU74: 1-Tomato Sora Arm Type: E2: A-(STD) Height Adjustable Arms Sora Seat Size: STAN: M-(STD) Standard Seat Size Sora Cylinder Type: 4L: (STD) 4" Low Rise Cylinder Sora Base Finish: B7: F-(STD) Black Nylon Base Sora Caster Type: C82: C-Black, 2.5" Dual Wheel Carpet Caster GLOBAL Tag For Reception 6942	2	391.93	783.86
Sub Total			783.86
TEXAS NON-TAXABLE			0.00
Total			783.86

Miscellaneous Manufacturer Charges Freight/Surcharge/Tariff			
58 KI SURCHARGE - KI surcharge KRUEGER	1	3,589.59	3,589.59
59 KI FREIGHT - freight	1	4,000.00	4,000.00

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Description		Quantity	Unit Price	Extended Price
59	KRUEGER			
60	KI TACKY CAD - ki tacky cad KRUEGER	1	1,800.00	1,800.00
61	ARTOPEX TARIFF - artopex tariff ARTOPEX	1	505.24	505.24
Sub Total				9,894.83
TEXAS NON-TAXABLE				0.00
Total				9,894.83
62	INSTALLATION - Labor to deliver, unload and install product at customer's site. The following assumptions apply and anything outside of the standard scope may result in additional installation fees. Assumptions: delivery and installation during normal business hours on non-holidays with no stair carries. Installation is to be completed in one phase. All cabling and electrical hookups are to be provided by the customer. Installation site shall be clear of all other trades. Customer to provide a product staging area. If customer site has loading dock and/or freight elevator, customer shall provide exclusive access during unloading. TEXAS	1	20,555.88	20,555.88
Quotation Totals				
Sub Total				221,354.53
TEXAS NON-TAXABLE				0.00
Grand Total				221,354.53

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End of Quotation

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Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
	Metal - Fences Base Finish	Black	No Image Available
	Edge - 1" Edge Finish (Fenix)	Fenix Black	No Image Available
	Laminate - 1" H.P.L. Fenix Surface Finish	Fenix Black	No Image Available
	Footing	Glides	No Image Available
	Seating Fabric	Loft - Gunmetal	No Image Available
	Seating Fabric	Loft - Black	No Image Available
	Seating Fabric	Loft - Silversmith	No Image Available
	Stitching Option	Curved Stitching Option	No Image Available
	Seating Fabric	Titanium - Egyptian	No Image Available
	Zira Modesty Panel Options	Laminate Full to Floor Modesty (STD)	No Image Available
	G1 Mechanism Type	P-(STD) Multi Tilter	No Image Available
	Sora Cylinder Type	(STD) 4" Low Rise Cylinder	No Image Available
	G1 Cylinder Type	M-(STD) 4" Cylinder	No Image Available
	Vion Cylinder Type	M-(STD) 5" Low Rise Cylinder	No Image Available
	Zira Top Thickness/ Edge Options (Required)	F-1" Top, Standard Edge	No Image Available
	Zira Top Thickness/Edge Options (Required)	F-1" Top, Standard Edge	No Image Available
	Accord Frame Finish	F-(STD) Aluminum Frame [ALU]	No Image Available
	Accord Base Finish	M-(STD) Polished Aluminum Base [ALU]	No Image Available
	^Vion Arm Type	A-(STD) AS Arm (Use w/ Blk Frame and Blk Base)	No Image Available
	Zira Storage Base Finishes	1-Asian Night	No Image Available
	Zira Storage Base Finishes	2-Asian Night	No Image Available
	Zira Chassis Finishes	2-Asian Night	No Image Available
	Sora Base Finish	F-(STD) Black Nylon Base	No Image Available
	G1 Frame Finish	F-(STD) Black Frame	No Image Available
	Sidero Frame Finish	F-(STD) Black Frame [BLK]	No Image Available
	Vion Frame Finish	F-(STD) Black Back Frame w/ Black Base	No Image Available
	Citi Square Table Finish	1-Black, Laminate End/Coffee Tables [BLK]	No Image Available

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Zira Inner Base Trim Finish (Required)	M-Brushed Cobalt, Inner Base Trim	No Image Available
Popcorn Plastic Finish	1-Buzz Blue, Bright blue [BZB]	No Image Available
Accord Caster Type or Glide Type	C-(STD) Black, 2" Dual-Wheel Caster	No Image Available
Zira Top Thickness/ Edge Options (Required)	F-1.5" Top, Standard Edge	No Image Available
G1 Caster Type	C-(STD) Black, Dual Wheel Carpet Caster	No Image Available
Sora Caster Type	C-Black, 2.5" Dual Wheel Carpet Caster	No Image Available
Vion Caster Type or Glide Type	C-Black, 2.5" Dual-Wheel Urethane Caster	No Image Available
Sidero Ballistic Nylon Back	M-Standard Chair Back Design	No Image Available
Accord Ballistic Nylon Back	M-(STD) Standard Chair Back Design	No Image Available
Citi Textile	1-Slate	No Image Available
River HT Textile	1-Slate	No Image Available
River HT Textile	1-Azure	No Image Available
Popcorn Frame Finish	F-Chrome Frame [CH]	No Image Available
Zira Top Finishes	1-Dark Espresso	No Image Available
G1 Stitch Detail	M-(STD) Matching Tread and Stitching	No Image Available
^Metal File Case & Storage Front Paint Finishes	2-Designer White [DWT]	No Image Available
Zira Top Finishes	1-Designer White	No Image Available
Zira Chassis Finishes	2-Designer White	No Image Available
Zira Storage Base Finishes	1-Designer White	No Image Available
Zira Storage Base Finishes	2-Designer White	No Image Available
Sora Arm Type	A-(STD) Height Adjustable Arms	No Image Available
Split Cables Off Factory Order - Required (Order Entry)	M-Split Cables Off Factory Order - Required (Order Entry)	No Image Available
Popcorn Glide Type	M-Felt Pad Glide	No Image Available
Popcorn Plastic Back Finish	1-Fog, Light Cool Grey [FOG]	No Image Available
Sidero Textile	1-Tomato	No Image Available
Sora Textile Seat	1-Tomato	No Image Available
Vion Textile	1-Tomato	No Image Available
G1 Ergo Select Textile	1-Tomato	No Image Available
G1 Arm Type	A-(STD) Height & Width Adjustable Arms	No Image Available

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DATE

Sidero Glide Type	M-(STD) Black Plastic Glides	No Image Available
Boardroom Table Metal Base Finishes	2-Grey	No Image Available
Accord Textile	1-Grey	No Image Available
Handle Option (Required)	P-Bar Handle - Silver	No Image Available
Handle Option (Required)	P-Square Edge Handle - Silver	No Image Available
Vion Mesh Back Finish	M-Black, Mesh Back [MS69]	No Image Available
Vion Lumbar	M-(STD) w/o Lumbar Support Pad	No Image Available
Vion Packing Type	M-(STD) RTA Code in Pricebook per Model	No Image Available
Citi Power Module Position and Finish	M-(STD) Power/USB Module not Required, End/Side of Unit (Pri)	No Image Available
Accord Packing Type	M-(STD) RTA Code in Pricebook per Model	No Image Available
Popcorn Packaging Type	M-(STD) RTA Code in Pricebook per Model	No Image Available
River Power Module Position and Finish	M-(STD) Power/USB Module not Required, Left Side (Seated)	No Image Available
River Power Module Position and Finish	M-(STD) Power/USB Module not Required, Right Side (Seated)	No Image Available
Citi Leg Finish	F-(STD) Tungsten Legs [TUN]	No Image Available
River Leg Finish	F-Round Black Legs [BLK]	No Image Available
Citi Frame and Leg Finish	F-Tungsten, Frame and Square Legs [TUN]	No Image Available
Citi Stitch Detail	M-(STD) Does not have Stitch Detail	No Image Available
Accord Seat Foam	M-Standard Seat Foam	No Image Available
Vion Seat Foam	M-Standard Seat Foam	No Image Available
Zira Lock Finish (Required)	M-Silver Lock	No Image Available
Sora Seat Size	M-(STD) Standard Seat Size	No Image Available
G1 Seat Size	M-(STD) Standard Seat Size	No Image Available
Vion Seat Size	M-(STD) Standard Seat Size	No Image Available
Junction Metal Leg Finishes	1-Tungsten	No Image Available
Popcorn Textile	2-Blue Bayou	No Image Available
Sora Mesh Back Finish	M-Coal Black, Mesh Back [VU19]	No Image Available
Boardroom Table Top Finishes	1-Willow Grey	No Image Available
Junction Top Finishes	1-Walnut Heights	No Image Available

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 142516
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Zira Top Finishes	1-Walnut Heights	No Image Available
Zira Storage Base Finishes	2-Walnut Heights	No Image Available
Zira Laminate Outer Base Finishes	2-Walnut Heights	No Image Available
Key Options	C-Key Random (STD)	No Image Available

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

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DATE



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6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 142516
Page 36 / 36 (cont'd)

UNIFORM CONDITIONS OF SALE

05/01/19 #104A

- Prices quoted are valid for a period of thirty days (30) unless otherwise indicated.
- Payments are due upon receipt. Customer agrees to pay Texas Wilson in full for any portion of the merchandise Customer has received. Merchandise held in Texas Wilson's warehouse over 25 days will be invoiced to the Customer.
- Texas Wilson has the ability to charge interest on any past due invoice amounts at the highest rate permitted by applicable law. In the event that Texas Wilson retains legal counsel to collect any past-due payments, customer agrees to pay reasonable legal or collection fees, plus court costs and other disbursements required for the collection of past-due debt of Customer.
- A customer representative must be present at time of delivery of goods to sign for and acknowledge count and condition of the merchandise being delivered. After delivery of merchandise all risk of loss or damage shall pass to the customer, including, but not limited to any loss or damage by weather, other trades, other person, customer, fire or other elements. The customer agrees to hold Texas Wilson harmless from loss for any and all reasons.
- Orders may not be canceled once the manufacturer receives the order unless said manufacturer(s) agrees in writing to accept the cancellation.
- Texas Wilson continually expedites orders and has influence with manufacturers' delivery schedules, however, we shall not be responsible for manufacturers' lead-times or freight companies' delivery time and shall not be liable for any failure delay or interruption in performance caused by strikes, fires, shortages of labor or materials, or any other cause beyond our control. The Customer cannot cancel any order due to lead-time or delayed delivery unless we receive written authorization from the manufacturer.
- Merchandise may not be returned for refund of purchase price, credit or replacement except upon the specific written approval of Texas Wilson.
- Texas Wilson is not liable for any failure, delay or interruption in the performance of this contract, which may result due to causes beyond our control. Delays beyond our control shall not release the customer from their obligations to accept and pay for the merchandise.
- Pricing for orders is based on shipping product direct to the location designated by the customer where it will be unloaded and installed by Texas Wilson, unless otherwise specified. If the product is diverted to Texas Wilson's warehouse, the cost of the additional handling may be passed on to the customer.
- If a Customer is not ready to receive or accept the merchandise upon its arrival from the manufacturer, Texas Wilson will store it for a fee of 85 cents per square foot per month or portion thereof. The charge per square foot may be subject to change.
- Installation, if applicable, will be performed during Texas Wilson's regular (non holiday) business hours and business days. If installation is required outside of these times, the Customer shall be required to pay Texas Wilson additional charges for this work.
- Texas Wilson accepts no responsibility for the accuracy or practicality thereof, if the products and quantities are specified or inventoried by others.
- All responsibilities involving medications of the building structure or electrical connection, which incorporates product specified herein, shall be borne by the Customer.
- All new merchandise sold by Texas Wilson is warranted per manufacturer's stated warranty. If the merchandise is defective due to workmanship or material, Texas Wilson will either repair or replace the merchandise. The Customer must promptly notify Texas Wilson in writing of any claim with respect to defects in the merchandise by specifically noting the alleged defect in the merchandise and affording Texas Wilson and the manufacturer a reasonable opportunity to examine the merchandise and investigate the alleged defect. Under no circumstance shall Texas Wilson be liable for damage beyond the Purchase Price paid by Buyer for such defective merchandise.
- Texas Wilson will warrant their shop services for a period of 12 months from date of delivery.
- Texas Wilson carries all insurance coverage common to and considered necessary for the operation of a multi-line office furniture dealership. Certificates of Insurance will be provided upon request prior to contract. Should any additional insurance and/or bid bond coverage be required, cost of such coverage will be invoiced to the customer as a separate charge. Said cost of additional insurance is in no way included in the pricing on our proposals.
- Title to and ownership of all merchandise is and shall remain in Texas Wilson's name, notwithstanding delivery or possession of the customer, until the entire invoice is paid in full.
- This agreement shall be governed in accordance with the laws of the State of Texas.
- This agreement contains all the forms, provisions, conditions and warranties of the purchase agreement and no extension, modification, amendment or assignment of this agreement shall be valid unless approved in writing by an officer of Texas Wilson.
- The Uniform Conditions of Sale are subject to change at any time at the discretion of Texas Wilson Office Furniture & Services.
- Credit card transactions will incur a 3% buyer convince fee.

This is to certify that I have read and hereby agree to the **Uniform Condition of Sale** as stated in this document.

SELLER: TEXAS WILSON

Signature: _____

BUYER: _____

(Please Print Name): _____

Date: _____

(Please Print Title): _____

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

DC Interiors
6860 Alamo Downs Parkway
San Antonio TX 78238
Ph: 210-521-9900

Bill of Materials



Cage Code: 3YCV2

Prepared For:	Project #:	TX21365	9/8/2021
City of Pharr	Sales Rep:	Delilah Espinoza/jv	
Pharr TX	Notes:	See Contracts Quoted on Line 1	

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
Contracts						
1		1	Contracts	Contracts Quoted:	\$0.00	\$0.00
			Artopex:	NCPA #07-19		
			Enwork:	Omnia #R191819		
			KI (Loose Furniture):	Omnia #R180402		
			KI (Fixed Furniture):	Open Market		
			Kimball:	Omnia #2019.001896		
					Subtotal:	\$0.00
Conference Room						
2	A	1	BT72228	Boat Top 72"D x 228"W, 4-pieces	\$1,664.85	\$1,664.85
			A	Standard Laminate - 3mm Edge		
			B	Wilsonart Kingswood Walnut (8218-38)		
			J	Four Pwr/Data Cut-outs, Between Bases		
			NOTE:	CONFIRM POWER DETAILS BEFORE ORDER.		
				CONFIRM WHICH WALNUT IS PREFERRED.		
3	A	1	FDT72228	Foundation Panel Base Kit with Trough for 72"x 228" Boat/Capsule/Ellipse Tops	\$1,931.16	\$1,931.16
			LN	Laminate (no Aluminum Trim)		
			...	Skipped Option		
			W	6" Base Width		
			E	8" Trough Height		
4	C	16	PDBCAT6	RJ45 CAT 6 Data Cord, Siemen, M/F, 10' Length	\$44.55	\$712.80
5	C	4	PDL33	Alexander Linear (Alternating) Double-sided, 6 power/6 data openings, cutout 4.0" x 22.19"	\$510.84	\$2,043.36
			C	Two 10' Power Cords		
			A	Clear Anodized Aluminum		
6	B	18	SE2-HWF	Sentinel - High Back - 5-Prong Base - Wood Seat + Flex Back - Standard Seat	\$755.10	\$13,591.80

Prepared For:
City of Pharr
Pharr

TX

Project #: TX21365
Sales Rep: Delilah Espinoza/jv
Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
7	D	1	VC	VC Base		
			31	31 Mechanism		
			FZ	FZ Arms		
			S	Soft Wheel Casters for Hard Surfaces		
			(GR5)	Grade 5		
			ITA5	Complementary Fabric GR5		
			Momentum	Cover Cloth Graphite (TBPI)		
			TDLB2472	Foundation Buffet Credenza, 4 doors/4 drawers, Laminate, 24x72x36	\$1,900.47	\$1,900.47
			A	Standard Top		
			B	Bar Pull, Aluminum		
			...	Skipped Option		
			A	Standard		
			NOTE:	CONFIRM WHICH WALNUT IS PREFERRED.		
					Subtotal:	\$21,844.44

Lobby/Pre-Function Area

	8	B	8	EN-PC161890	Element Pouf - 90° Arch 16x18	\$352.35	\$2,818.80
				G	Glides		
				(GR1)	Grade 1		
	9	B	4	EN-PN162424	Element Pouf - Truncated Square 16x24x24	\$369.00	\$1,476.00
				...	Skipped Option		
				G	Glides		
	10	B	4	EN-PN202424	Element Pouf - Truncated Square 20x24x24	\$379.35	\$1,517.40
				(GR1)	Grade 1		
				...	Skipped Option		
	11	B	6	EN-PR2024	Element Pouf - Round 20x24	\$346.50	\$2,079.00
				G	Glides		
				(GR1)	Grade 1		
				...	Skipped Option		
				(NON)	No Stitching		

Prepared For:
City of Pharr
Pharr

TX

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9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

	Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
	12	A	8	MPCI45/PFT/NC	MyPlace Inside Back 45° Curve, 2" Poly Feet, Non-contrast	\$806.22	\$6,449.76
				/NFR	Compliance to TB 117-2013		
				C	Fabric Grade C		
				...	Skipped Option		
				/NMB	No Moisture Barrier		
	13	A	8	MPSQR/PFT/NC	MyPlace Square, 2" Poly Feet, Non-Contrast	\$462.78	\$3,702.24
				/NFR	Compliance to TB 117-2013		
				C	Fabric Grade C		
				...	Skipped Option		
				/NMB	No Moisture Barrier		
	14	C	4	TZF-TMARFE303016-S1	Round Occasional Table 30x30x16 / Fences Base	\$664.20	\$2,656.80
				FN	Fenix Black		
				...	Skipped Option		
				...	Skipped Option		
						Subtotal:	\$20,700.00

Private Office

15	A	4	TL-CZCO217229	Credenza 21x72x29 - Combined Unit + Open	\$665.10	\$2,660.40
			(TFL)	T.F. Laminate Top Surface		
			MAW	Antique White		
			(0)	Regular Edge		
			0AW	Antique White		
			CB	Carbon		
			CB	Carbon		
			TN	Techno Nickel		
			G14	White Grommet		
			(NOKI)	NOKI Lock		
16	A	1	TL-CZOC217229	Credenza 21x72x29 - Open + Combined Unit	\$665.10	\$665.10
			(TFL)	T.F. Laminate Top Surface		
			MAW	Antique White		
			(0)	Regular Edge		
			0AW	Antique White		
			CB	Carbon		
			CB	Carbon		

Prepared For:
City of Pharr
Pharr

TX

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Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
17	A	5	TN	Techno Nickel		
			G14	White Grommet		
			(NOKI)	NOKI Lock		
			TL-DTI3072G	Rectangular Table 30x72 with T End Panel & Monolithic Laminate Base	\$325.80	\$1,629.00
			(TFL)	T.F. Laminate Top Surface		
			MAW	Antique White		
			(0)	Regular Edge		
			0AW	Antique White		
			CB	Carbon		
			G1	White Grommets		
18	A	3	(NON)	No Multi-Outlet		
			TL-REB2148	Bridge Return 21x48	\$152.55	\$457.65
			(TFL)	T.F. Laminate Top Surface		
			MAW	Antique White		
			(0)	Regular Edge		
			0AW	Antique White		
			CB	Carbon		
			G1	White Grommets		
			(NON)	No Multi-Outlet		
			(Full)	Full Height Modesty		
19	A	2	TL-Ti2148CC	Rectangular Table 21x48 - "CC" End Panels	\$233.10	\$466.20
			(TFL)	T.F. Laminate Top Surface		
			MAW	Antique White		
			(0)	Regular Edge		
			0AW	Antique White		
			CB	Carbon		
			G1	White Grommets		
			(NON)	No Multi-Outlet		
			(Full)	Full Height Modesty		
20	A	5	TS-HF7237TD	Hutch 72x37 - 2 Flipper Doors (Laminate Doors) - Standard Mechanism	\$836.55	\$4,182.75
			(TFL)	Low Pressure Laminate		
			MAW	Antique White		
			CB	Carbon		
			...	Skipped Option		
			L	NOKI Lock Option		

Prepared For:
City of Pharr
Pharr

TX

Project #: TX21365
Sales Rep: Delilah Espinoza/jv
Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended			
	21	B	5	NOTE:	Confirm metal leg color. Select from:				
					Polar White, Charcoal, Black or Silver				
				VX2-DWW	Vortex - Director Back - 5-Prong Base - Wood Seat + Wood Back - Standard Seat	\$405.45	\$2,027.25		
				VN	VN Base				
				31	31 Mechanism				
				AP	AP Arms				
				S	Soft Wheel Casters for Hard Surfaces				
				(GR2)	Grade 2				
	22	C	10	PS32	Polaris - Fire				
				VX2-LWW-01-FG	Vortex - Low Back - Sled Base - FG Arms - Wood Seat + Wood Back	\$333.90	\$3,339.00		
				(Arms)	Arms				
				N	Black				
				(GR2)	Grade 2				
				PS32	Polaris - Fire				
				Subtotal:					\$15,427.35

Open Offices/Clerical

	23	C	1	7D/CS2462-74P-F	700 Series Desk,Credenza Shell,Full Modesty Panel,74P Edge,24x62"W	\$627.48	\$627.48
	24	A	14	7D/D3660-74P-F	700 Series Desk,Full Modesty Panel,74P Edge,36x60"W	\$768.96	\$10,765.44
	25	A	14	7D/R2442-74P-F	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x42"W	\$547.02	\$7,658.28

Prepared For:
City of Pharr
Pharr

TX

Project #: TX21365
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Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

	Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
	26	C	2	S7L/30240FF	700 Series Files Credenza File-File/File 30Wx19Dx27-7/8"H	\$769.50	\$1,539.00
				/CLSC	Classic (inset pull)		
				/CO	Cottonwood		
				/CBW	With Counterbalance		
				/KS	Key standard		
				/SCL	Satin Chrome		
	27	D	1	S7L/305255D	700 Series Files Lat File,5H-30Wx18Dx56-3/32"H	\$1,162.08	\$1,162.08
				/CLSC	Classic (inset pull)		
				/CO	Cottonwood		
				/CBW	With Counterbalance		
				/KS	Key standard		
				/SCL	Satin Chrome		
	28	A	14	S7P/1524MBBF	700 Series Files Mobile Ped-Box/Box/File-24" Nominal Depth	\$517.86	\$7,250.04
				/CLSC	Classic (inset pull)		
				/CO	Cottonwood		
				/KS	Key standard		
				/SCL	Satin Chrome		
	29	B	14	VXM2-MWE	Vortex Mesh - Medium Back - 5-Prong Base - Wood Seat + Mesh Back - Standard Seat	\$448.20	\$6,274.80
				VC	VC Base		
				31	31 Mechanism		
				AZ	AZ Arms		
				S	Soft Wheel Casters for Hard Surfaces		
				(GR2)	Grade 2		
				PS32	Polaris - Fire		
				...	Skipped Option		
				NOTE:	CONFIRM MESH COLOR BEFORE ORDER.		
						Subtotal:	\$35,277.12

Computer Lab

	30	A	4	A8BP72	Base Power Infeed for Hardwire Ellora and Alexander Units, 72"	\$64.02	\$256.08
	31	A	22	CR2472	Rectangle Top 24"D x 72"W, 1-piece	\$194.37	\$4,276.14
				A	Standard Laminate - 3mm Edge		

Prepared For:
City of Pharr
Pharr

TX

Project #: TX21365
Sales Rep: Delilah Espinoza/jv
Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			...	Skipped Option		
			P	Powerlex Grommets (one left, one right)		
			NOTE:	CONFIRM WHICH WALNUT FINISH BEFORE ORDER		
32	A	6	CYKR	Zori C-Leg Routing Hole Cover	\$29.70	\$178.20
			S	Silver		
33	A	11	CYKS24721	Zori C-Leg Base w/ Powerlex Modesty, Levelers, 27.75"H, for 24"D x 72"W top. Circuit 1	\$805.20	\$8,857.20
			S	Silver		
34	A	11	CYKS24722	Zori C-Leg Base w/ Powerlex Modesty, Levelers, 27.75"H, for 24"D x 72"W top. Circuit 2	\$805.20	\$8,857.20
			S	Silver		
35	B	44	MM1133M-V2	Capri Mid Back Task Chair, Black Seat Upholstery, Black Mesh Back	\$226.38	\$9,960.72
Subtotal:						\$32,385.54

Break Room

36	B	2	CYXSLH	Zori X-Base, levelers, for 42" round or 36" square table (33" x 33" spread)	\$217.14	\$434.28
			N	Standard Foot		
			S	Silver		
37	A	8	K95P	POLY,STACKING,PLASTIC	\$117.76	\$942.08
			CT	COBALT		
			PQ4-24	PRICE QTY 4-24 CHAIRS		
38	B	2	R42	Round Top 42"	\$164.67	\$329.34
			A	Standard Laminate - 3mm Edge		
			E	Wilsonart Fashion Grey (D381-60)		
			N	No Cable Management		
Subtotal:						\$1,705.70

Lecture Hall

39	A	150	DN3200	Doni Sled Base Armless Chair,Uph Seat,Solid Color	\$270.54	\$40,581.00
			-NFR	Compliance to TB 117-2013		
			/PCG	Cool Grey		
			/CH	Chrome		

Prepared For:
City of Pharr
Pharr

TX

Project #: TX21365
Sales Rep: Delilah Espinoza/jv
Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
40	B	112	/GPL	Plastic glides		
			/NFR	Compliance to TB 117-2013		
			GRPP1	Pallas Fabric Group P1		
			ALEA	ALEA		
			/27.293.094.P	MIDNIGHT		
			FTSS	Select Style Oval Base	\$70.80	\$7,929.60
41	B	80	In Surface Module (Narce)	Floor Mounted, Flat or Sloped Floor		
				Specify any known riser Edging/Nosing Information		
				Standard KI Finishes (TBD)		
				*** OPEN MARKET ***		
				Undersurface Power/USB Modules (Narce)	\$274.35	\$21,948.00
42	B	480	UTS.18.S	Each Module Contains Two Simplex		
				Receptacles Ports and One Dual USB-A Port		
				Includes All Necessary Infeeds, Jumpers, Troughs and Shrouds.		
				Hardwiring to be Completed by Others		
				Color Options: Select Black, White or Grey Module		
			*** OPEN MARKET ***			
				Fixed Height Seminar Table Tops per Lineal Foot	\$44.84	\$21,523.20
43	B	480	WMP.12.S	18"D Straight Laminate Table Tops		
				Standard KI Finishes TBD		
				74P - PVC Free Flat Edge		
				*** OPEN MARKET ***		
				12"H Straight Laminate Modesty Panels per Lineal Foot	\$42.48	\$20,390.40
				Laminate Faced One Side		
				Non-Continous (segmented with 1/2" space between panels)		
				74P - PVC Free Flat Edge		
				*** OPEN MARKET ***		
					Subtotal:	\$112,372.20

Green Room



44	A	2	CU1-UB-P	Cuadro - 1 Place Armchair - on Metal Feet (1 Fabric)	\$688.95	\$1,377.90
			...	Skipped Option		

Prepared For:
City of Pharr
Pharr

TX

Project #: TX21365
Sales Rep: Delilah Espinoza/jv
Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
	45	A	2	(GR1)	Grade 1	
				LF88	Loft - Gunmetal	
				(NON)	No Multi-outlet Module	
				CU1-UB-P	Cuadro - 1 Place Armchair - on Metal Feet (1 Fabric)	\$909.45 \$1,818.90
				...	Skipped Option	
	46	B	1	(GR5)	Grade 5	
				ITA5	Complementary Fabric GR5	
				(NON)	No Multi-outlet Module	
				Upholstery:	Momentum Odyssey C Zero - Stucco (TBVF)	
				CUT-OOi181530-P	Cuadro - Rectangular Open Low Table 18x14¾x29½ - on Metal Feet	\$305.55 \$305.55
	47	C	1	CB	Carbon	
				(LAM)	Laminate Divider	
				CB	Carbon	
				...	Skipped Option	
				(NON)	No Multi-outlet Module	
				TZF-TMARFE303016-S1	Round Occasional Table 30x30x16 / Fences Base	\$664.20 \$664.20
				FN	Fenix Black	
				FN	Fenix Black	
				3067	Black	
					Subtotal:	\$4,166.55

Ampitheater Bldg

	48	A	4	MM1133M-V2	Capri Mid Back Task Chair, Black Seat Upholstery, Black Mesh Back	\$226.38 \$905.52
					Subtotal:	\$905.52

KI Charges

49	1	Freight	Freight for KI Fixed Lecture Hall Tables	\$4,000.00	\$4,000.00
*** OPEN MARKET ***					
50	1	Installation	Installation for KI Fixed Lecture Hall Tables Only	\$19,715.00	\$19,715.00
*** OPEN MARKET ***					
51	1	Surcharge	Surcharge for KI Fixed Lecture Hall Tables Only	\$3,589.59	\$3,589.59

Prepared For:
City of Pharr
Pharr

TX

Project #: TX21365
Sales Rep: Delilah Espinoza/jv
Notes: See Contracts Quoted on Line 1

9/8/2021

Northside Community Center

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING DESIGNS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
*** OPEN MARKET ***						
52		1	Tacky CAD	Service for KI Fixed Lecture Hall Tables	\$1,800.00	\$1,800.00
*** OPEN MARKET ***						
					Subtotal:	\$29,104.59
Artopex Charges						
53		1	Surcharge	Artopex Tariff Surcharge	\$1,000.17	\$1,000.17
					Subtotal:	\$1,000.17
Services						
54		1	INSTALL	RECEIVE, DELIVER, INSTALL FURNITURE AND REMOVE TRASH DURING NORMAL	\$18,260.00	\$18,260.00
BUSINESS HOURS, MONDAY-FRIDAY. FREIGHT/PASSENGER ELEVATOR WILL BE USED. NO STAIR CARRY. INCLUDES PROJECT MANAGEMENT.						
					Subtotal:	\$18,260.00
					Grand Total:	\$293,149.18

**NOTE: DC INTERIORS WILL PROVIDE UP TO 30 DAYS OF FREE STORAGE AFTER RECEIPT OF ORDER.
AFTER 30 DAYS CUSTOMER WILL BE CHARGED FOR STORAGE.**



Proposal

Indeco - San Antonio
805 E. 4th Avenue
Belton, TX 76513
Phone: 1-800-692-4256

Order Number	2995
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Customer Name	City of Pharr
Salesperson	Martin Pena
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T City of Pharr
O 118 S. Cage Blvd.
Pharr, TX 78577

ATTN: Ignacio Amezcua
Phone: 956-402-4000
Email: ignacio.amezcua@pharr-tx.gov

S City of Pharr
H 118 S. Cage Blvd.
I Pharr, TX 78577
P

T
O ATTN: Ignacio Amezcua - 956-402-4000

Prepared for : Martin Pena

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	KI SEB60192PL Serenade Boat Shape Table,Panel Leg,Laminate,60x192x48" Wood Stain for Edge River Cherry on Maple /MRY Edge Style 1-1/4" Square wood, square corner /24S Vault Power Module Double vault power module /P2 Surface Finish KI Laminates Standard KI Laminates RIVER CHERRY LAM 7937-38 /LRY Tag: Conference Room	11,449.46	11,449.46
2	18.00 Each	KI ALTCLA Altus Conference Chair,Loop Arms,Upholstered Base Aluminum base /A Cylinder Type Auto return cylinder /AR Casters Carpet casters /C Altus Fabric Compliance to TB 117-2013 /NFR Fabric Pallas Fabric Group P1 GRPP1 P1 Pallas Fabric ADELE ADELE ADELE STONE /27.243.072.P Altus Mesh Black /AMBL Tag: Conference Room	639.12	11,504.16
3	1.00 Each	KI SE3D5429CL Serenade 3 Door Conference Height Credenza,Laminate,22Dx54Wx29"H Edge Style 1-1/4" Square wood, square corner /24S Pull Silver straight /SST Surface Finish KI Laminates Standard KI Laminates RIVER CHERRY LAM 7937-38 /LRY Wood Stain for Edge River Cherry on Maple /MRY Tag: Conference Room	3,128.11	3,128.11
4	8.00 Each	KI MPCI45/PFT/NC MyPlace Inside Back 45° Curve, 2" Poly Feet, Non-contrast. Fabric TBD Tag: Lobby/Open Lounge	1,051.42	8,411.36
5	10.00 Each	KI MP26R/PFT/NC	475.54	4,755.40



Proposal

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		MyPlace 26" Round,2" Poly Feet,Non-Contrast. Fabric TBD Tag: Lobby/Open Lounge		
6	8.00 Each	KI MPCR/PFT/NC MyPlace Backless 90° Curve,2" Poly Feet,Non-Contrast. Fabric TBD Tag: Lobby/Open Lounge	936.49	7,491.92
7	4.00 Each	KI 1414S Lyra Lounge Medium End Table,Lam Top,Sled Base,31x31D" Sled Base Finish Starlight Silver Metallic /SX Glide No glides /NGL Laminate Color KI Laminates Standard KI Laminates RIVER CHERRY LAM 7937-38 /LRY Tag: Lobby/Open Lounge	599.59	2,398.36
8	2.00 Each	KI MPRCT/PFT/NC MyPlace Rectangle,2" Poly Feet,Non-Contrast Tag: Lobby/Open Lounge	837.36	1,674.72
9	12.00 Each	KI MPSQR/PFT/NC MyPlace Square,2" Poly Feet,Non-Contrast Tag: Lobby/Open Lounge	438.45	5,261.40
10	5.00 Each	KI ALTUAA Altus Fabric Chair,Adjustable Arms,Upholstered Tag: Private Office	675.00	3,375.00
11	10.00 Each	KI TASWA Torsion Air Sled Base Arm Chair,Uph Seat/Mesh Back Tag: Private Office	395.88	3,958.80
12	4.00 Each	KI KSPR7236B.H Aristotle Single Ped Desk,Full MP,BBF Ped RT,72x36". Laminate (Horizontal) White /LWT Laminate Base (Vertical) Light Grey /LBLG End Panel Option To Be Determined TBD<< File Pull Standard integral pull /NP Key Option Key alike - 1 lock (Note room numbers on order) /KA Tag: Private Office	1,036.22	4,144.88
13	1.00 Each	KI KSPL7236B.H Aristotle Single Ped Desk,Full MP,BBF Ped LT,72"x36" Tag: Private Office	1,036.22	1,036.22
14	4.00 Each	KI KFRL4224.H Aristotle Flush Return- Left No Pedetal 42X24" 20213.5 KFRL4224.H	395.88	1,583.52



Proposal

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		Tag: Private Office		
15	1.00 Each	KI KFRR4224.H Aristotle Flush Return-Right, No Pedestal, 42x24" Tag: Private Office	395.88	395.88
16	4.00 Each	KI KCPL7224B.H Aristotle Single Ped Credenza, Left, BBF Ped, 72x24" Tag: Private Office	949.86	3,799.44
17	1.00 Each	KI KCPR7224B.H Aristotle Single Ped Credenza, Right, BBF Ped, 72x24" Tag: Private Office	949.86	949.86
18	5.00 Each	KI KWMOD72.H Aristotle Wall-Mounted Overhead, Closed, 72"W Tag: Private Office	860.47	4,302.35
19	14.00 Each	KI KIDE84C Diem Weight-Activated Task Chair with Seat Depth Adjustment, 4D Arms. Base Finish Aluminum base /A Backrest Color Black /BLBR Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Pallas Fabric Group P0 GRPP0 P0 Fabric NAP NAP NAP MERLOT /27.313.197.P Tag: Open Office	591.69	8,283.66
20	1.00 Each	KI S7L/30240FF Pull Options Classic (inset pull) /CLSC Unit Color Cottonwood /CO Counterbalance Option No Counterbalance -NOCBW Lock Option Key standard /KS Lock Color Satin Chrome / Tag: Open Office	728.51	728.51
21	1.00 Each	KI S7L/305255D Tag: Open Office	1,222.91	1,222.91
22	14.00 Each	KI 7D/D3660-74P-F Grommets Grommets - left and right /G Enamel Color Cottonwood /CO Surface Finish KI Laminates Standard KI Laminates BRIGHTON WALNUT #7922-38 /LBW Edge Color (also color of Grommet and/or PowerUp, if selected) Brighton Walnut edge/Black grommet /TBW Tag: Open Office	865.95	12,123.30
23	14.00	KI	606.89	8,496.46



Proposal

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	Each	S7P/1530MBBF 700 Series Files Mobile Ped-Box/Box/File-30" Nominal Depth Tag: Open Office		
24	14.00 Each	KI 7D/R2442-74P-F Grommets Grommets - left and right /G Enamel Color Cottonwood /CO Surface Finish KI Laminates Standard KI Laminates BRIGHTON WALNUT #7922-38 /LBW Edge Color (also color of Grommet and/or PowerUp, if selected) Brighton Walnut edge/Black grommet /TBW Tag: Open Office	616.01	8,624.14
25	44.00 Each	KI SIFTUAA Sift Task 4D Adjustable T-Arm Chair,Upholstered Seat Tag: Computer Lab	568.58	25,017.52
26	22.00 Each	KI TD255FQ/2-74P Trek Fixed Leg,Rect,Quick Release Mod Panel,T Base,2-PowerUp,74P Edge,30x60x Standard height (29") Tag: Computer Lab	1,005.20	22,114.40
27	8.00 Each	KI SSNAP Strive Sled Base Armless Chair,Poly. Frame Color Chrome /CH Poly Seat & Back Color No Fire Retardant /NFR Poly Seat & Back Color Warm Grey /PWG Glide Option Black plastic glides /GBL Tag: Break Room	172.70	1,381.60
28	2.00 Each	KI PIFXRD42-74P Pirouette,Round,Fixed,42"D,29H,74P Edge Edge Color Italian Silver Ash edge /EIT Grommet/PowerUp Option No grommets/No PowerUp/No wire management /NNN Laminate KI Laminates Standard KI Laminates ITALIAN SILVER ASH 8217-38 /LIT Leg Finish Warm Grey /WG Casters/Glides 4 black glides /4GB Tag: Break Room	616.62	1,233.24
29	150.00 Each	KI DN3200 Doni Sled Base Armless Chair,Uph Seat,Solid Color. Poly Seat & Back Color Compliance to TB 117-2013 -NFR Poly Seat & Back Color NFR Cool Grey /PCG Frame Color Chrome /CH Glide Option Plastic glides /GPL Seat Upholstery Compliance to TB 117-2013 /NFR	304.66	45,699.00



Proposal

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		Doni Upholstery NFR Pallas Fabric Group P1 GRPP1 P1 Pallas Fabric ALEA ALEA ALEA MIDNIGHT /27.293.094.P Tag: Lecture Hall		
30	1.00 Each	KI SEMINAR TABLE QTY:112 Floor Mounted, Flat Sloped Floor QTY: 480 18" Deep Straight Laminate Table Tops- Fixed Height Seminar Table Tops. QRTY: 80- Undersurface Power/USB Modules. Module Contains Two Simplex Receptacles Ports and One Dual USB-A Port. Includes: All Necessary Infeeds, Jumpers, Troughs and Shrouds. Tag: Lecture Hall	77,283.24	77,283.24
31	4.00 Each	KI 1323/NC Sela Lounge Chair,Non-Contrast. Non-Contrast Fabric Compliance to TB 117-2013 /NFR Sela Fabric NFR Fabric Grade G G Fabric DEFLECTION DEFLECTION DEFLECTION GUNMETAL /29.101.042.P Moisture Barrier No Moisture Barrier /NMB Base Finish Chrome /CH Glides No glides /NGL Armcap Option No armcap /NAC Tag: Green Room	1,311.69	5,246.76
32	1.00 Each	KI MYTB9014 MyWay Laminate Table,24x42x16". Laminate Finish KI Laminates Standard KI Laminates BLACK 1595-60 /LBK Power Option No power /NP Edge Color Black edge /EBL Base Finish Black /BL Glide No glides /NGL Tag: Green Room	649.46	649.46
33	1.00 Each	KI MYTB9013 MyWay Laminate Table,24x24x22". Laminate Finish KI Laminates Standard KI Laminates BLACK 1595-60 /LBK Base Finish Black /BL Edge Color Black edge /EBL Glide No glides /NGL Tag: Green Room	510.81	510.81
34	4.00 Each	KI KIDE84C Diem Weight-Activated Task Chair with Seat Depth Adjustment, 4D Arms. Base Finish Black plastic base /P Backrest Color Black /BLBR Upholstery Grade/Color Upholstery Grade/Color Pallas Fabric Group P0 GRPP0	521.15	2,084.60



Proposal

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805 E. 4th Avenue
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		Tag: Amp Bldg		
35	1.00 Each	Freight Freight to Pharr, Texas	18,205.68	18,205.68
36	1.00 Each	Indeco Sales Delivery, Install and clean up pertaining to this order is included. Estimated lead times: 8-10 weeks.	22,223.75	22,223.75

Order Sub-Total : \$340,749.88

TOTAL ORDER : \$340,749.88

Please review the quotation and notify us if any changes are needed. Pricing is valid for 30 days from date above.
Thank you for the opportunity to be of service!



Pharr

Purchasing



PROJECT NAME: PHARR NORTHSIDE COMMUNITY CENTER FURNITURE

PROJECT NO.: 2021-01-510-P031-004

PARTICIPATING VENDORS:					TEXAS WILSON SAN ANTONIO, TX	DC INTERIORS SAN ANTONIO, TX	INDECO SAN ANTONIO, TX
NO.	TYPE	DESCRIPTION	UOM	QTY	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	BASE	FURNITURE ITEMS (ATTACHED)	EA	1	\$200,798.65	\$274,889.18	\$318,526.13
2	BASE	FURNITURE DELIVERY AND INSTALLATION	EA	1	\$20,555.88	\$18,260.00	\$22,223.75
GRAND TOTAL OF ITEMS TO BE AWARDED:					\$221,354.53	\$293,149.18	\$340,749.88
ESTIMATED LEAD TIMES					6 - 12 WEEKS	6 - 10 WEEKS	8 - 10 WEEKS



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: September 30, 2021

MEETING DATE: October 4, 2021

FROM: Ruben Rosales, Public Utilities
Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing the City Manager to purchase a Ground Penetrating Radar (GPR) system from Green Equipment Company out of Fort Worth TX, through BuyBoard Cooperative Contract # 577-18 in the amount of \$27,592.25.

Classification: Regular

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

Issue: To help locate unmapped utilities for fiber optic projects and help prevent damage to existing utilities.

Project No. 2122-60-583-P001-001

Fiscal Consideration: N/A

Staff Recommendation: For the purchase of the equipment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Rosales
Ruben Rosales
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Annie Reeves
City Management Office

Created/Initiated - 9/30/2021
Approved - 9/30/2021
Approved - 9/30/2021
Approved - 9/30/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

GREEN EQUIPMENT COMPANY

2563 Gravel Drive, Fort Worth, Texas 76118 817/595-1226 FAX 817/284-1107

Date of Sale	Sales Representative	Purchase Order No.	F.O.B.	Shipped Via
9-30-21	G030 Dickens		☐ Shipping Point ☒ Destination	

REPAIR PACKING LIST/DELIVERY TICKET

Email Invoice ☐

Email address _____

Company Name City of Pharr

Attention Lucio Villagomez

Mailing Address _____

City _____ State _____ Zip Code _____

Shipping Address (if different) _____

City _____ State _____ Zip Code _____

Contact Person _____

Telephone Number _____ (Area Code) _____ FAX Number _____ (Area Code) _____

Quantity	Part No.	Description (+Serial No.)	Unit Price
1	LMX 200F	GPR - Enhanced	19,310
1	LMX SOFT-Real	Bundle	6,360
0	"	- Complete Suite Bundle - \$8110	
1	LMX - GPS Mount		465-
1	LMX - Spare Battery & Box		390-
1	GPR - Flight	Case w/Display Bag	1050-
1	Freight		500-
1	Discount	Saleman's Demo Unit w/Full Warranty	-482.75
		Buy Board 577-18	\$ 27,592.25

Freight: To Mfr: _____ From Mfr: _____ Loaner: _____ Loaner Ret: _____ Ret to Cust: _____

Exempt: Yes/No/Unknown - Contact _____ (Accounts Payable)
 Name _____ Telephone _____

For Tax Purposes: Place of Sale _____
 City _____ County _____ State _____

Received By: _____ Date _____



For More Information, Please Contact:
Derek A. Dickens, MBA
Regional Sales Manager
Green Equipment Company
210-410-7589 cell
DerekDickens@GreenEquipCo.com

LMX[®]
LOCATE & MARK[™]
Ground Penetrating
Radar for Utility
Locating



LMX[®] System Overview

The simple, affordable way to **Locate & Mark[™]** utilities in the field

LMX Ground Penetrating Radar (GPR) systems are designed & optimized for utility locating, making the LMX a natural addition to your locating workflow.

LMX[®] GPR systems complement traditional pipe and cable locators and allow you to Locate & Mark[®]:

- Metal utilities, including pipes and cables
- Non-metallic pipes, including PVC and asbestos cement
- Concrete storm and sewer systems
- Utilities where installed tracer wiring has failed
- Underground storage tanks and drainage tiles
- Septic system components
- Non-utility structures such as vaults, foundation walls and concrete pads



High visibility touch screen display unit

- Free lifetime system software updates
- User selectable languages
- Metric and US Standard units



GPR Sensor

- Patented ultra-wideband (UWB) 250 MHz GPR antenna
- DynaT[™] for Dynamic Target enhancement
- Offers perfect balance of depth penetration (up to 8m/26 ft) & high resolution



Lead Acid Gel Cell Battery

- Long lasting
- Swappable



On-site Reports

Produce instant on-site reports from your display unit



Integrated GPS

Integrated GPS receiver for geo-referencing data



Lightweight Fiberglass Cart Frame

- No metal parts that would interfere with GPR signals
- Rugged, all-terrain cart with integrated odometer, easily maneuverable over any surface



USB

USB for easy data transfer



Wi-Fi

Built-in Wi-Fi capability

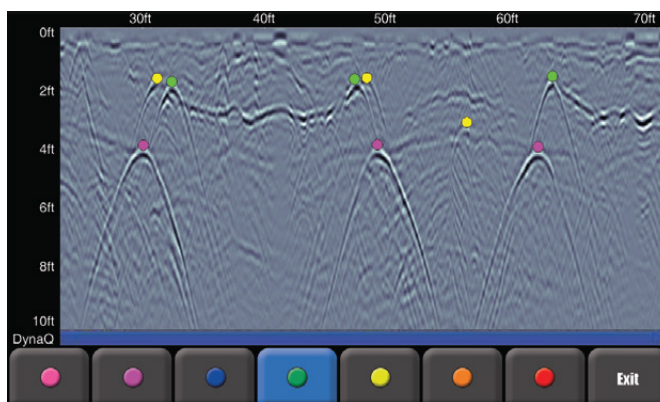
LMX200™ Features

The premier GPR locating tool in the market today

LMX200 increases locate confidence by adding depth slice imaging and in-field interpretations

Color-coded field interpretations

Classify your targets in real-time by selecting a color option and touching the screen

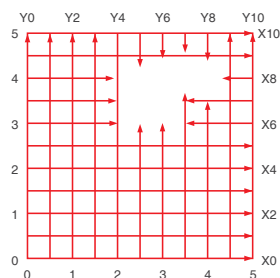
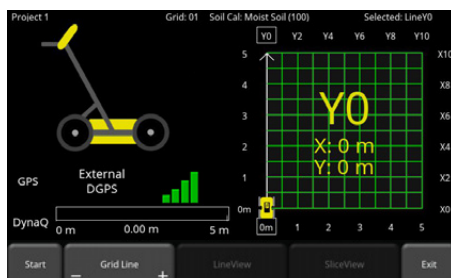


Grids & Depth Slices

Complete coverage of complex areas

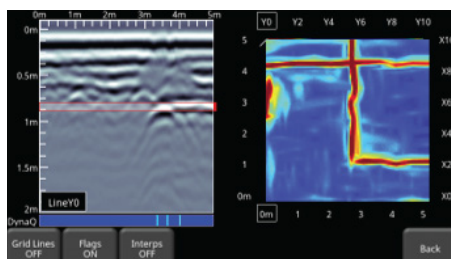
Flexible & guided grid collection

The LMX200™ guides you through setup with pre-selected grid sizes. Stop lines early, or skip lines.



In-field Depth slices

Process grid data into depth slices and move down through your data to visualize targets at different depths.

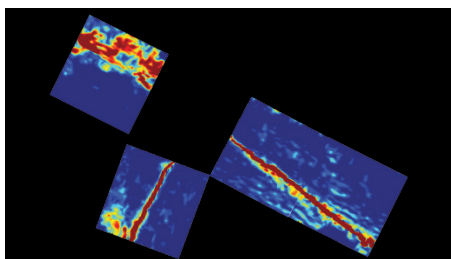


Obstacle avoidance

System guides data collection around an obstacle in your grid.

Depth Slice through multiple grids on-site

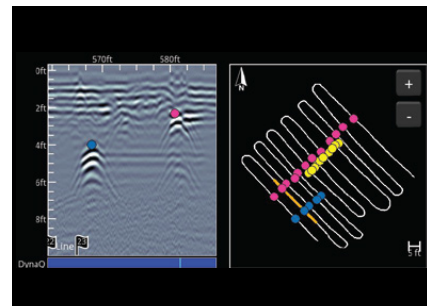
In MapView, visualize all your grids at once for a complete picture.



Features unlocked with GPS

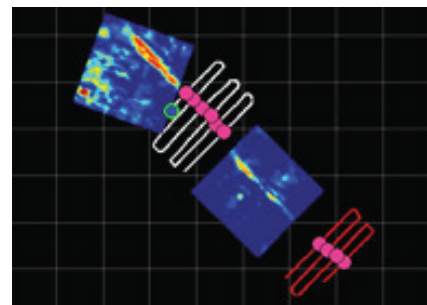
SplitView - Real-time MapView during data collection

- Ensure full site coverage by visualizing your survey path
- See interpretations as you add them
- Review data for subtle targets that you may have missed
- Know your location, and go back to areas of interest



Visualize your entire survey in MapView

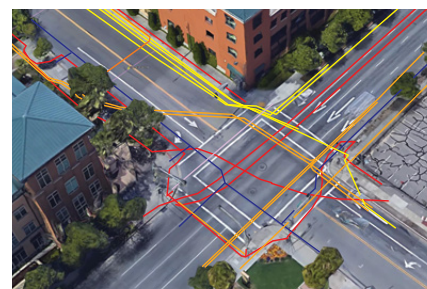
- See your survey path, depth slices, field interpretations, flags and lines
- Toggle layers on and off to focus on the elements of interest



Export geo-referenced data

	A	B	C	D	E	F
1	Tool	Position (m)	Depth (m)	Latitude	Longitude	GPS-Elevation
2	Point	0.72	0.18	38.8345202	-9.1821844	16.63
3	Point	0.83	0.7	38.8345201	-9.1821826	16.6
4	Point	1.12	0.75	38.8345187	-9.1821798	16.59
5	Point	1.63	0.19	38.8345172	-9.1821759	16.56
6	Point	1.63	0.68	38.8345172	-9.1821759	16.56

Spreadsheet (.CSV) file with flags and interpretations



KMZ output of lines, grid locations, interpretations, and screenshots

LMX[®] Family Hardware Specifications

Weight & Dimensions

Size: 100 x 70 x 115 cm (39.4 x 27.6 x 45.3 in)

Weight: 22 kg (48 lbs)

Display Unit size: 21 cm (8 in) diagonal

Power

12 Volt Sealed Lead Acid Gel Cell

Battery Capacity: 9.0 Ah

Weight: 3.6 kg (7.9 lbs)

Battery Life: 4 - 6 hours

Charger: 110 - 240V

Environmental & Temperature

Ruggedized, environmentally sealed unit and connections

IP65

Operating temperature range: -104 to 122°F (-40 to 50°C)

Regulatory Specifications

Meets FCC 15.509, IC RSS-220 and ETSI EN-302066

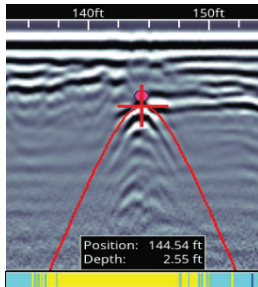
LMX100 and LMX200 Features

Rapidly locate metallic and non-metallic utilities

Enhance your productivity

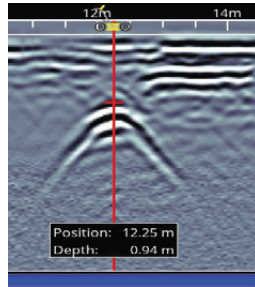
No complex settings – Just press Start and push the cart

Easy Depth Calibration



Use hyperbola-fitting to ensure accurate depth measurements and backup over the target to display its location and depth

Pinpoint Depth & Location



Dynamic Stacking (DynaQ®)

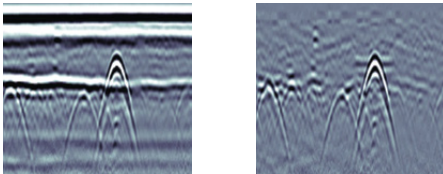


- White = No Data (too fast!)
- Yellow = Moderate quality
- Light blue = Better quality
- Dark Blue = Highest quality

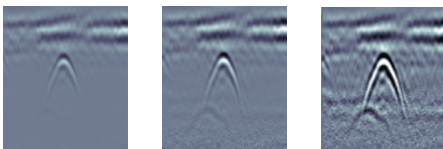
Better data quality with DynaQ - automatically adjusts stacking (averaging) based on your survey speed

Increase your target confidence in the field with image optimization

Preset Filters

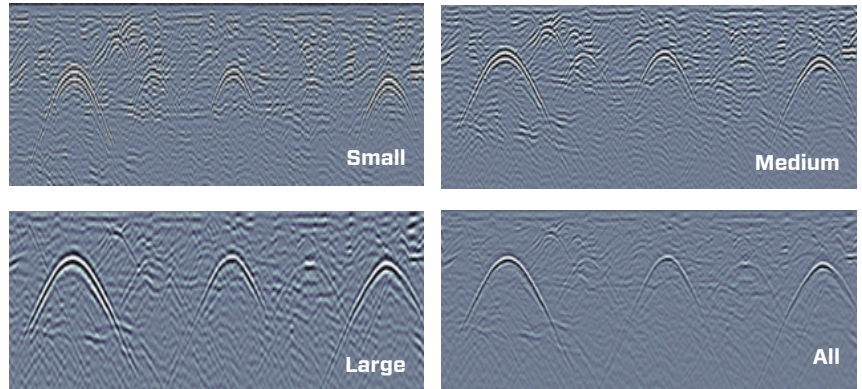


Adjustable Gain



Optimize visibility of your targets with preset filters & gain

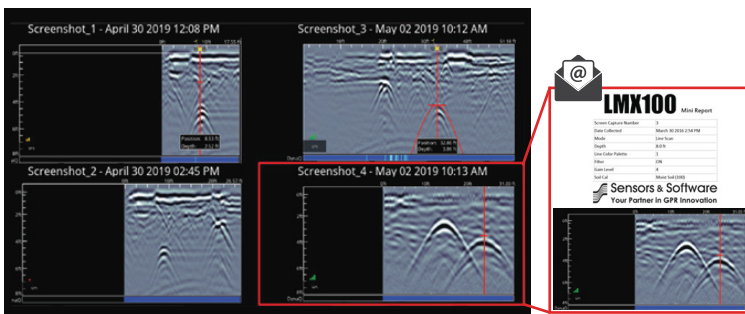
Dynamic Target Enhancement (DynaT™)



Enhance small, medium & large targets

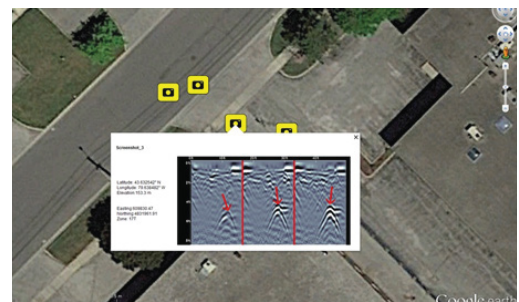
Get faster deliverables

In-field Screenshot Gallery & Wi-Fi mini-reports



Manage & review your screenshots and email them in a Wi-Fi mini-report from the field to share key collection information and images

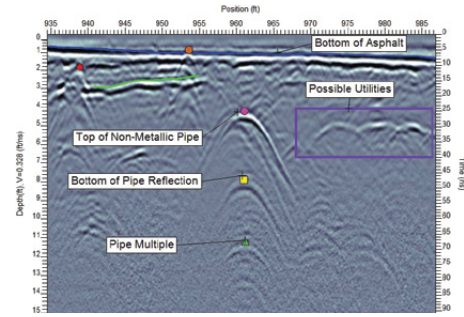
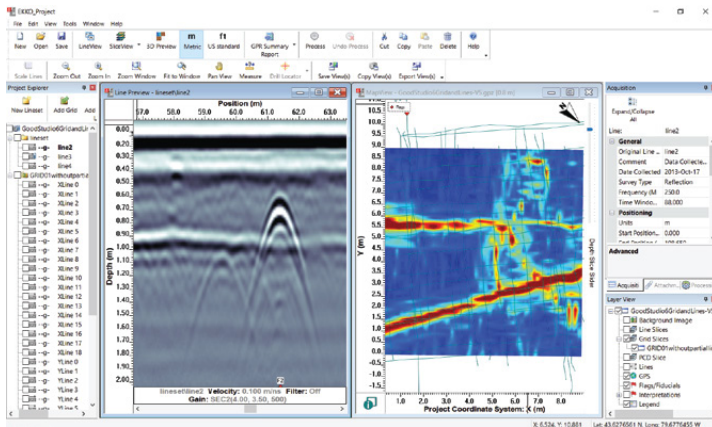
Geo-tagged information for reports & archiving



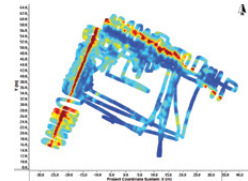
All screenshots are geo-tagged and exported in a KMZ file that is easily displayed in Google Earth™

LMX200 Enhanced Upgrade

- Project organization (up to 9 projects)
- Data export of GPR lines, grids and screenshots
- EKKO_Project™ PC software for analysis and reporting



Interpretations on GPR lines



Depth slices from GPR Lines

EKKO_Project

- Save GPR lines, grids, photos and other files as a single project (.GPZ) file
- Automatically create GPR summary reports (PDF)

Optional Utility Suite

- Includes LineView, SliceView and Interpretation modules

Comparison Table

Feature	LMX100™	LMX200™	LMX200™ Enhanced
Real-time Locate & Mark	✓	✓	✓
Grid Scan Mode		✓	✓
In-field depth slicing		✓	✓
External GPS option		✓	✓
GPR Data export and EKKO_Project GPR Analysis, Processing and Reporting Software			✓
File Management	Screenshots	Lines, Grids & Screenshots	9 Projects containing Lines, Grids & Screenshots

Useful resources to make the most of your LMX:

- Webinars, Training Videos and other Free Online Resources (Available on www.sensoft.ca)
- Contact us to learn more about our training offerings



Sensors & Software Inc.
1040 Stacey Court
Mississauga, ON
Canada L4W 2X8

p. +1 905 624 8909
+1 800 267 6013 (Toll free)

www.sensoft.ca

Sensors & Software Europe GmbH
Bergstrasse 63a
D-56203 Höhr-Grenzhausen
Germany

p. +49 (2624) 915 9353

Derek A. Dickens, MBA
Green Equipment Company
Central & South Texas
210-410-7589
DerekDickens@GreenEquipCo.com



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: September 28, 2021

MEETING DATE: October 4, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to renew the medical director contract with Dr. Raul Barreda.

Classification: Regular

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

Issue: The contract with Medical Director needs to be renewed

Fiscal Consideration: The amount on the contract has not changed.

Staff Recommendation: Staff recommends approval to renew the contract with Dr. Raul Barreda

Alternatives: No alternatives

Exclude Material from Public Packet? No

Reason: Not excluded

ROUTING:

Daniel Ramirez

Created/Initiated - 9/28/2021

Daniel Ramirez

Approved - 9/28/2021

Ignacio Amezcua

Approved - 9/30/2021

Patricia Rigney

Approved - 9/30/2021

Karla Saavedra

Approved - 10/1/2021

City Management Office

Final Approval - 10/1/2021

MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

This Agreement is made and executed on the date of signature below by and between the City of Pharr, Texas, a home ruled municipal Texas corporation, 118 South Cage, Pharr, Texas 78577 and Dr. Raul Barreda: 7308 N 5th St., McAllen, Texas 78504.

I.

The City of Pharr hereby appoints Dr. Raul Barrera, M.D., a physician currently licensed to practice medicine in the State of Texas, as the Medical Director for the City of Pharr, Pharr Public Safety Communications, City of Pharr Fire Department First Responder Organization, Pharr Emergency Medical Services (EMS), as may be created in the future, and Medical Authority for the City of Pharr, in compliance with the Texas Health and Safety Codes.

II.

It is agreed that the Medical Director shall be paid a total of Fifty Thousand Dollars (\$50,000.00) annually in equal monthly installments in exchange for the services rendered under this agreement.

III.

The Medical Director(s) will provide medical supervision of the City of Pharr Emergency Medical Services (EMS), Pharr Public Safety Communications, City of Pharr Fire Department First Responder Organization. The Medical Director will also serve as a liaison to the medical community, develop protocols and standing orders for the EMS personnel and units, approve medical protocols used by Emergency Medical Dispatchers through Medical Priority Dispatch

Systems approve EMS medical equipment and personnel permitted to function within the EMS system; guide and direct the Director of Emergency Medical Services, if any, and his staff, approve EMS training programs and training personnel, receive input from emergency departments and community physicians, advise the City of Pharr regarding creation and enforcement of Ordinances pertaining to EMS disaster preparedness, and communications and dispatch procedures related to EMS, receive and investigate complaints, participate in ongoing medical audits, review of EMS personnel and system functions, and report to the Texas Department of Public Safety (TOPS) the goals and progress of the EMS.

The Medical Director will be required to perform services between a minimum of 10 to 15 hours monthly and shall be available as needed.

IV.

The Medical Director shall also comply with the below qualifications and requirements:

1. Be in good standing with the Texas Medical Board.
2. Reside within 50 miles of the City of Pharr.
3. Be familiar with the design and operation of pre-hospital EMS systems.
4. Register as an EMS and First Responder Organization (FRO) Medical Director with the Texas Department of State Health Services.
5. Attend training/continuing education for Medical Directors.
6. Have knowledge of local mass casualty and disaster plans.
7. Have knowledge of tactical EMS.
8. Be familiar with the training and/or continuing education of EMS personnel.
9. Be familiar with the medical audit process and the Medical Dispatch audit process; review, and critique of the performance of EMS personnel.
10. Be familiar with the administrative and legislative environment affecting regional and/or state prehospital EMS organizations
11. Be familiar with dispatch and communications operations of prehospital emergency units.
12. Be knowledgeable about laws and regulations affecting local, regional, and state EMS operations.
13. Respond to questions or inquiries within 24 hours.
14. Provide their own liability, medical malpractice insurance and other applicable insurances as specified by the City, at their own expense.

The Medical Director(s) will be expected to perform the following scope of work:

1. Fulfill the EMS Medical Director responsibilities for administrative and system oversight, protocol development, training, quality management, medical liaison, including coordinating with leadership to identify educational needs through the Continuous Quality Improvement process.
2. Assist in developing the monthly drills.
3. Work with personnel to establish, meet and evaluate the system and individual performance metrics.
4. Be active in the department Continuing Education (CE) program.
5. Provide necessary medical oversight for non-EMS personnel who may be involved in potential future Mobile Integrated Healthcare Programs (MIH).
6. Set and ensure compliance with patient care standards, including communications standards, and dispatch and medical protocols.
7. Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and dispatch.
8. Shall conduct a "Quarterly Case Review" to discuss specific patient care the paramedics are providing in the pre-hospital environment. Case review may be conducted more frequently if a need is identified.
9. Shall be responsible to update and keep current the EMS standing orders/protocols for City of Pharr EMS. Protocols will be reviewed and updated on a bi-annual basis at minimum.
10. Provide power of attorney to City of Pharr staff to allow procurement of controlled substances.

V.

The Medical Director is acting as an independent contractor and is not an employee of the City of Pharr.

Medical Director agrees to indemnify and hold harmless the City of Pharr, its Mayor, Commissioners, Attorneys, Affiliates, Branches, Officers, Volunteers, Agents and Employees (collectively, hereinafter referred to as "the City"), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind or nature made upon the City, or any part thereof, directly or indirectly arising out of, resulting from or related to Medical Director's activities under this Agreement, including any acts or omissions of Medical Director,

including any agent, officer, director, representative, employee, or consultant of Medical Director while in the exercise or performance of the rights and duties under this Agreement, all without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. Medical Director shall promptly advise the City in writing of any claim or demand against the City related to or arising out of Medical Director's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Medical Director's cost.

This Agreement may not be sold, transferred or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

The Agreement shall remain in effect for a term of two (2) years commencing the 1st day of October 2021. Either party shall have the right to cancel and terminate this agreement at any time upon 30 days written notice to the other party.

NOTICE TO CITY SHALL
BE DELIVERED TO:
Ed Wylie, City Manager
118 S. Cage Blvd.
Pharr, Texas 78577

NOTICE TO MEDICAL DIRECTOR
SHALL BE DELIVERED TO:
Dr. Raul Barreda
7308 N. 5th St.
McAllen, Texas 78504

The Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

EXECUTED IN DUPLICATE this _____ day of September 2021.

The City of Pharr

Ed Wylie, City Manager

ATTEST:

Imelda Barrera, Assistant City Clerk

APPROVED AS TO FORM ONLY

Patricia Rigney, City Attorney

Medical Director:

Printed Name

Signature

7308 N. 5th Street, McAllen, Texas 78504
PHONE (956) 451-5530 EMAIL [BARREDA MD@HOTMAIL.COM](mailto:BARREDA_MD@HOTMAIL.COM)

RAUL BARREDA JR., M.D., F.A.C.S.

EMPLOYMENT

Doctors Hospital at Renaissance	Edinburg, Texas
Surgery Institute	08/2017 - Present
Starr County Memorial Hospital	Rio Grande City, Texas
	07/2016- Present
McAllen Surgeons, L.L.P.	McAllen, Texas
	07/2006- 01/2018
Trauma Surgical Associates, L.L.P.	McAllen, Texas
	07/2006- 01/2018
Rio Grande Trauma Associates, L.L.P.	McAllen, Texas
	07/2006- 01/2018
Texas Tech Trauma Surgery Department	El Paso, Texas
	07/2001- 07/2006

EDUCATION

Texas Tech Health Sciences Center	El Paso, Texas
Department of Surgery	07/2001-06/2006
<i>General Surgery Residency</i>	
The University of Texas Medical Branch at Galveston	Galveston, Texas
<i>Doctor of Medicine</i>	08/1997-05/ 2001
The University of Pan American	Edinburg, Texas
<i>Bachelor of Science</i>	09/1991- 05/1996
Major: Biology	
Minor: Chemistry	

CERTIFICATION

ATLS Instructor	06/2016
Advanced Robotic Surgery	01/2016
ATLS Certified	09/2009
Advanced Inguinal Herniorrhaphy	10/2005
National Incident Management Systems 100,200,700, and 800.	05/2015

LICENSURE

USMLE Step I	06/1999
USMLE Step II	03/2001
USMLE Step III	07/2003
Texas Medical License	01/2006
Board Certified-American Board of Surgery	10/2008
Fellow - American College of Surgery	10/2011

ACADEMIC APPOINTMENTS

Assistant Professor Department of Surgery	09/01/2015- Present
University of Texas Rio Grande Valley	
Adjunct Assistant Professor, Department of Surgery,	10/2013- 08/31/2015
University of Texas Health Science Center at San Antonio	

PROFESSIONAL ACTIVITIES

Chair Trauma Research Committee	DHRHealth	2019-Present
Root Cause Analysis Committee	DHRHealth	2019-Present
Orthopedic Trauma Committee	DHRHealth	2018-Present
Staffing Committee	DHRHealth	2016-Present
Capital Expenditure Committee	DHRHealth	2016-Present
Finance Committee	DHRHealth	2016-Present
Chair Fishing for Hope Committee	DHRHealth	2015-Present
Surgical Service Committee	DHRHealth	2015-Present
Credentials Committee	DHRHealth	2014-Present
Chair Trauma Committee	DHR Health	2013-Present
Trauma Regional Advisory Council-V Board Member		2013-Present
Bariatric Committee	DHR Health	2013-Present
Critical Care Service Committee	DHRHealth	2013-Present
Emergency Disaster Committee	DHRHealth	2013-Present
Peer Review Committee	DHRHealth	2013-Present
Emergency Medicine Committee	DHRHealth	2012-Present
Trauma Regional Advisory Council - V Member	DHRHealth	2011-Present
Trauma Medical Director	DHRHealth	2011-Present
Medical Executive Committee	DHRHealth	2010-Present
American College of Surgeons-South Texas Chapter		2006-Present
Texas Medical Association		2006-Present
Hidalgo County Medical Association		2006-Present
Chair of Credentials Committee	DHRHealth	2014-2018
Graduate Medical Education Committee	DHR Health	2015-2018
Director of Surgery, LifeCare Hospitals of South Texas		2014-2016
Director of Wound Care and Hyperbarics, Solara Hospital		2011- 2014

Chief of Surgery, South Texas Health System

2011-2013

PARTICIPATION IN LOCAL, REGIONAL, AND NATIONAL ACTIVITIES/PRESENTATIONS

- Care of Tension Pneumothorax: Diagnosis, Treatment Algorithm, Management and Outcomes. Emergency Room Education, Physician and Nursing Education, Doctors Hospital at Renaissance, Edinburg, Texas. December 2013.
- Review of Central Cord Syndrome: Trauma Team Activation in Special Populations. Emergency Room Education, Doctors Hospital at Renaissance, Edinburg, Texas. February 2014.
- Trauma Team Activation: Roles and Responsibilities. Emergency Room Education, Doctors Hospital at Renaissance, Edinburg, Texas. April 2014.
- Disaster Preparedness during Spring Break; Regional Physicians, Nursing Staff, Fire Department Staff. University of Texas Health Science Center, Regional Academic Health Center, Harlingen, Texas. May 2014.
- Basic Trauma and Bum Support, Fundamental Critical Care Support Course, Doctors Hospital at Renaissance. June 2014.
- Emergency Room Education: Trauma Team Activation: Roles and Responsibilities. April 24, 2014.
- Emergency Room Education: Care of Tension Pneumothorax: Diagnosis, Treatment Algorithm, Management, and Outcomes (ERMD& RN Education). December 26- 30, 2014.
- Emergency Room Education: Review of Central Cord Syndrome- Trauma Team Activation in Special Populations. February 26, 2014.
- Trauma Regional Advisory Council: Regional Trauma Response Readiness Edinburg Conference Center, December 2014
- Trauma Regional Advisory Council: Trauma Medical Oversight Committee Meeting. Knapp Medical Center, May 2015.

PROFESSIONAL PRESENTATIONS

- Trauma M&M: Case Presentation: Care of inhalation Bum Injuries; Critical CareTransport of the Injured Patient. December 19, 2013.
- Trauma M&M: Case Presentations: Care of Pediatric Trauma Patients- Trauma Center Criteria of Surgical Oversight; Organ Recovery-Timeframe of Brain Death Assessment. January 16, 2014.
- Trauma M&M: Case Presentations: Trauma Center Criteria- Trauma Transfers, Trauma Surgeons Involvement; Compartment Syndromes- Blunt Force Trauma. February 10, 2014.
- Trauma M&M: Case Presentations: Central Cord Syndrome- Diagnosis and Treatment. Ketorolac in Elderly Trauma Patients. March 2014

- Trauma M&M: Case Presentation: Orthopedic Trauma- Emergency Care prior to Ortho Arrival, Volume Resuscitation in a Pediatric Patient. April 07, 2014.
- Trauma M&M: Case Presentation: Care of Elderly Ground Level Falls. May 05, 2014.
- Trauma M&M: Case Presentation: Trauma Surge Management in the ED. Management of Non-Surgical GSW. June 02, 2014.
- Trauma M&M: Stab Wound to Right Auriculoventricular Junction, Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. July 2014
- Trauma M&M: Fracture Dislocation of the Thoracolumbar Spine with Multiple Injuries. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. August 2014
- Trauma M&M: Bladder Rupture Following Assault. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. September 2014
- Trauma M&M: Aortic Dissection in Blunt Trauma. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. October 2014
- Trauma M&M: Venous Laceration to Lower Limb without Fasciotomy. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. November 2014
- Trauma M&M: Gunshot to Carotid Artery. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. December 2014
- Trauma M&M: C-Spine Fractures Following Falls in Older Patients. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. January 2015
- Trauma M&M: Superficial Femoral Artery Impalement. Arterial Shunt. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. February 2015
- Trauma M&M: Infrahepatic Inferior Vena Cava Injury. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. March 2015
- Trauma M&M: Fracture Dislocation of the Thoracolumbar Spine with Multiple Injuries. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. April 2015
- Trauma M&M: Blunt Abdominal Trauma. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. May 2015
- Trauma M&M: Post Traumatic Intraorbital Arteriovenous Fistula. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. June 2015
- Trauma M&M: Traumatic Injuries of the Pelvis. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. July 2015
- Trauma M&M: Traumatic Injury to Hip. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. August 2015
- Trauma M&M: Thoracic Gunshot and Retroaortic Bullet. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. September 2015
- Trauma M&M: Traumatic Injury to the Neck. Trauma M&M Case Presentation, Doctors Hospital at Renaissance, Edinburg, Texas. October 2015

RESEARCH

Trauma Surgery Department 04/2005- Present

"The Effects of Structural Lesion on the Development of Thrombocytopenia and Coagulopathy in Moderate and Severe Head Injury." Texas Tech Health Sciences Center at El Paso.

Principle Investigator: Raul Barreda Jr.

Cardiothoracic Surgery Department 06/1998- 11/1999

Student Research Fellowship

"Dobutamine Transiently Increases Injury" The University of Texas Medical Branch at Galveston.

Principle Investigator: Gregory K. Azamikas, Ph.D.

AWARDS RECEIVED

Outstanding Teaching Faculty UTRGV Department of Surgery 06/2016

Outstanding Teaching Faculty UTRGV Department of Surgery 06/2015

Chief Resident "Rhino Award" Outstanding Chief Resident 06/2006

Resident of the Year Finalist 06/2003

Sigma XI Award- Excellence in Research, Best Overall Poster 07/1998

40th Annual National Student Research Forum Finalist 07/1997

Medical Student Research Fellowship 07/1998

HOSPITAL PRIVILEGES

Doctors Hospital at Renaissance, Edinburg, Texas 08/2006- Present

Edinburg Regional Medical Center, Edinburg, Texas 07/2006- 01/2018

Edinburg Regional Children's Hospital, Edinburg, Texas 07/2006- 01/2018

Cornerstone Regional Hospital, Edinburg, Texas 07/2006- 01/2018

McAllen Medical Center, McAllen, Texas 07/2006- 01/2018

McAllen Heart Hospital, McAllen, Texas 07/2006- 01/2018

Solara Hospitals, McAllen, Texas 02/2007- 01/2018

Rio Grande Regional Hospital, McAllen, Texas 11/2006- 01/2018

HOSPITAL APPOINTMENTS

Director of Trauma Doctors Hospital at Renaissance 07/2011- Present

Chief of Surgery McAllen Medical Center 07/2011- 12/2012

Edinburg Regional Medical Center

Edinburg Children Hospital

McAllen Heart Hospital

Director of Wound Care and HBO Solara Hospitals 07/2010- Present

General, Vascular, and Minimally Invasive Laparoscopic Surgeon 07/2006- Present

REFERENCES

Victor Haddad, M.D., F.A.C.S.
Board Member at Doctors Hospital at Renaissance

Carlos Garcia-Cantu, M.D., F.A.C.S.
Rio Grande Regional Trauma Surgical Director
Board Member at Doctors Hospital at Renaissance

Jose Andres Gonzalez, M.D. F.A.C.S.
Chief of Surgery at Rio Grande Regional Hospital



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: September 29, 2021

MEETING DATE: October 4, 2021

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on additional scope of work with D. Wilson Construction at the request of the City of Pharr.

Classification: Regular

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

Issue: Owner requested changes, as well as the Main Large Monument Sign and Digital Display, and all associated structural and electrical. A full breakdown of the changes is attached. (PROJECT# 1819-35-510-C011-051)

Fiscal Consideration: Increase of \$1,439,119.27 to the contract amount.

Staff Recommendation: Staff recommends approval of the additional scope of work in the amount of \$1,439,119.27.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 9/29/2021
Approved - 9/30/2021
Approved - 9/30/2021
Approved - 9/30/2021
Approved - 10/1/2021
Final Approval - 10/1/2021

August 14, 2021

Mr. Josue Reyes - CEO
D. Wilson Construction Company
1207 E Pecan Blvd
McAllen, TX 78501

Subj: Request for an Addition to Project Scope at the Pharr Natatorium Project

Dear Mr. Reyes:

The purpose of this letter is to request an addition to the scope of the City of Pharr Natatorium Project. Please submit an itemized proposal for the items listed below within fourteen days.

DESCRIPTION:

- **Item No. 1** – Provide cost to furnish and install a composite aluminum metal clad monument sign with double sided digital video display. Double face Color Video Display 412--2021(13'-4-5/8" X 35'5-3/16"); 2 Sets 30" Letters to read Natatorium: 2 Sets Logos and Letters to read: 3001, City of Pharr Logo and UTRGV Logo, Foundations and Certified Engineer Design, Steel Uprights w/wirings, Labor, Drilling, Crane Service to install color video & Letters on Monument Sign. EMC to 10.0 MM Unit (408x1080 Matrix Size. Please reference the attached exhibits.
- **Item No. 2** – Provide cost to furnish and install two wall-mounted, face-lit logo signs to be mounted on the west side building façade. Please reference the attached exhibits.

Sincerely,

Ed Wylie
City Manager
City of Pharr



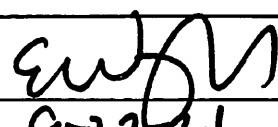
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Proposal

To: Mr. Ed Wylie
City of Pharr
118 S Cage Blvd
Pharr, TX 78577

Number: 57 Rev 1
Date: 8/26/21
Job: 20-084 City of Pharr
Phone: 956-682-7369

Description: Monument Sign and COP/UTRGV Logo

Description				Price
PR 18 - Provide one Monument sign as per attached AAA Proposal 24653 to include: Double face Color Video Display 412--2021(13'-4-5/8" X 35'-3/16"); 2 Sets 30" Letters to read Natatorium: 2 Sets Logos and Letters to read: 3001, City of Pharr Logo and UTRGV Logo, Foundations and Certified Engineer Design, Steel Uprights w/wirings, Labor, Drilling, Crane Service to install color video & Letters on Monument Sign				\$838,557.00
PR 18 - Option to upgrade EMC to 10.0 MM Unit (408x1080 Matrix Size) Design 451-2021				\$113,857.20
PR 18 - Provide and install two logos, one for City of Pharr, other for UTRGV , both to be illuminated as per AAA Signs Proposal 24656.				\$38,028.00
PR 18 - EIFS - Labor and Materials to patch, repair and waterproof at areas where new logos will be installed.				\$12,500.00
PR 18 - Paint - Labor and materials to patch, repair and repaint at areas where new logos will be installed.				\$5,000.00
PR 18 - Electrical - Provide electrical service for new monument sign, and a 4- circuit wall electrical sign (logo)				\$30,000.00
PR 18 - Equipment rentals.				\$3,500.00
PR 18 - Magnesiacore - Patch and/or replace magnesiacore sheets at interior walls where electrical penetrations will be made for new logos, conduit, boxes and patching. Anticipated cost:				\$5,000.00
PR 18 - Remove and replace ceramic tile at area where logo will be placed.				\$3,000.00
			Subtotal:	\$1,049,442.20
Overhead			\$1,049,442.20 5.00%	\$52,472.11
Profit			\$1,101,914.31 2.50%	\$27,547.86
Insurance			\$1,129,462.17 1.00%	\$11,294.62
Bond			\$1,140,756.79 1.00%	\$11,408.21
			Total:	\$1,152,165.00
This proposal excludes any and all building permit fees and anything else not specifically listed above.				
If you have any questions, please contact me at .				
Submitted by: D Wilson Construction Co.		Approved by: 		
		Date: 9-23-21		

ATTN: ERNEST TREVIÑO

PROPOSAL No.

24699

PROPOSAL SUBMITTED TO			JOB NAME		
D. WILSON CONSTRUCTION			CITY OF PHARR AQUATIC FACILITY MONUMENT SIGN W/EMC		
STREET			STREET		
1207 EAST PECAN STREET			3001 NORTH CAGE BLVD.		
CITY, STATE & ZIP CODE			CITY, STATE & ZIP CODE		
McALLEN, TEXAS 78501			PHARR, TEXAS 78577		
PHONE	CELL	FAX	JOB PHONE	CELL	DATE
(956) 686-9573					9/3/2021

We hereby submit specifications and estimates for:

- A. 1 EA. 13'-4 5/8" X 35'-5 3/16" DOUBLE FACE COLOR VIDEO LED DISPLAY **10.0 MM**
COPYRIGHT DESIGN # 451-2021
MODEL: #AAA-O-002556, **408 X 1080 MATRIX**, BRIGHTNESS: 10,000 NIT's
DIGITAL TIME/TEMP: PROBE MODEL 254, NUMBER OF COLORS: 281 TRILLION
VIEWING ANGLE: 140 DEGREES HORIZONTAL, SERVICE: FRONT, WIEGHT PER FACE: 5852.62 LBS.
VENTILIATION: REAR VENT, COMMUNICATION: WIRELESS ETHERNET, AC POWER REQ'D: SINGLE PHASE
120V OR 240V 50/60 Hz, TOTAL BOOT UP AMPS: (120V) 347.1, SOFTWARE: WINDOWS BASE WITH 5 YRS
SOFTWARE UPGRADE, ON-SITE TRAINING: UP TO 4 HOURS BY LOCAL CERTIFIED FACTORY TECHNICIANS.
- B. 2 SET 30" ILLUMINATED BACK-LIT LETTERS TO READ: **NATATORIUM**
LETTERS: ALUMINUM 5" DEPTH PAINTED WHITE, BACKS: 3/16" CLEAR POLYCARBONATE
LIGHTING: SAMSUNG IP 68 WHITE LED'S, POWER: DC12 VOLT POWER 1.5 WATTS WIRED TO U.L. SPECS.
- C. 2 SETS 56" LOGO AND 24"x12" ILLUMINATED LETTERS TO READ: **3001, CITY OF PHARR LOGO AND UTRGV**
- D. FOUNDATION AS PER SPECIFICATIONS INCLUDING CERTIFIED ENGINEERINGS DESIGNS.
- E. STEEL UPRIGHTS WRINGS, LABOR, DRILLING, CRANE SERVICE TO INSTALL COLOR VIDEO & LETTERS ON MONUMENT SIGN.
- F. POLE INSTALLATION AS PER DESIGN

This proposal maybe withdrawn by us if not accepted within 10 days.

This Proposal is subject to any Sales Taxes due, Engineering, and Service to obtain Sign Permit(s). Installation Permits will be invoiced at net cost. Customer shall be responsible for obtaining any advertising permits required by public authorities. Purchaser is to furnish all primary electrical services to sign,

including a Disconnect Switch, Time Switch, Photocell or other controls, as required by the Electrical City/Codes

(Initial in Box) →

(Initial in Box) →

OUTRIGHT PURCHASE

Nine Hundred Fifty Two Thousand Four Hundred Fourteen Dollars and Twenty Cents

DOLLARS

\$952,414.20

DOWN PAYMENT \$476,207.10 BALANCE OF \$476,207.10 TO BE PAID PRIOR TO DELIVERY

(Initial in Box) →

EXTENDED MAINTENANCE POLICY

60 MONTHS EXTENDED MAINTAINANCE POLICY ONLY \$825.00 PER MONTH.

LEASE PLAN

Did you know, Lease Plans are 100% tax deductible as advertising expense.

(Initial in Box) →

(1) LEASE PLAN with FULL MAINTENANCE

MONTH LEASE AT PER MONTH INCLUDING MAINTENANCE WITH INITIAL PAYMENT OF
TO BE PAID IN ADVANCE. FIRST LEASE PAYMENT DUE 30 DAYS AFTER INSTALLATION

ONLY PER DAY ADVERTISEMENT

(Initial in Box) →

(2) LEASE PLAN with FULL MAINTENANCE

(OPTIONAL)

MONTH LEASE AT PER MONTH INCLUDING MAINTENANCE WITH INITIAL PAYMENT OF
TO BE PAID IN ADVANCE. FIRST LEASE PAYMENT DUE 30 DAYS AFTER INSTALLATION

ONLY PER DAY ADVERTISEMENT

NOTE: This Proposal becomes a contract upon acceptance and signed by an authorized Officer for AAA Electrical Signs. All Lease & Maintenance contracts are subject to any taxes due, and they are subject to the terms and conditions of each agreement.

HOUSE 999

Approved for AAA ELECTRICAL SIGNS

Sign Consultant

ACCEPTANCE OF PROPOSAL/CO-MAKER AGREEMENT

The above price, specifications, terms, conditions on the reverse side are satisfactory and are hereby accepted. You are authorized to do work as specified and payment will be made as indicated above at Donna, Hidalgo County, Texas. In consideration of the acceptance of the above Proposal/Contract of Purchase Order by your Company, it is hereby and understood that there are no prior writings, verbal negotiations, understanding, representations or agreements between the parties not herein expressed. This agreement cannot be changed or altered during its terms except in writing, the undersigned agrees to perform all terms of the agreement, including any payments of any obligations thereunder.

D. WILSON CONSTRUCTION

Date of Purchase:

(Firm Name)

By:

Title

ERNEST TREVIÑO

Purchaser/ CO-Maker Signature/Purchase Order Number

Print Name

White - Home Office Original

Yellow - Customer's Copy

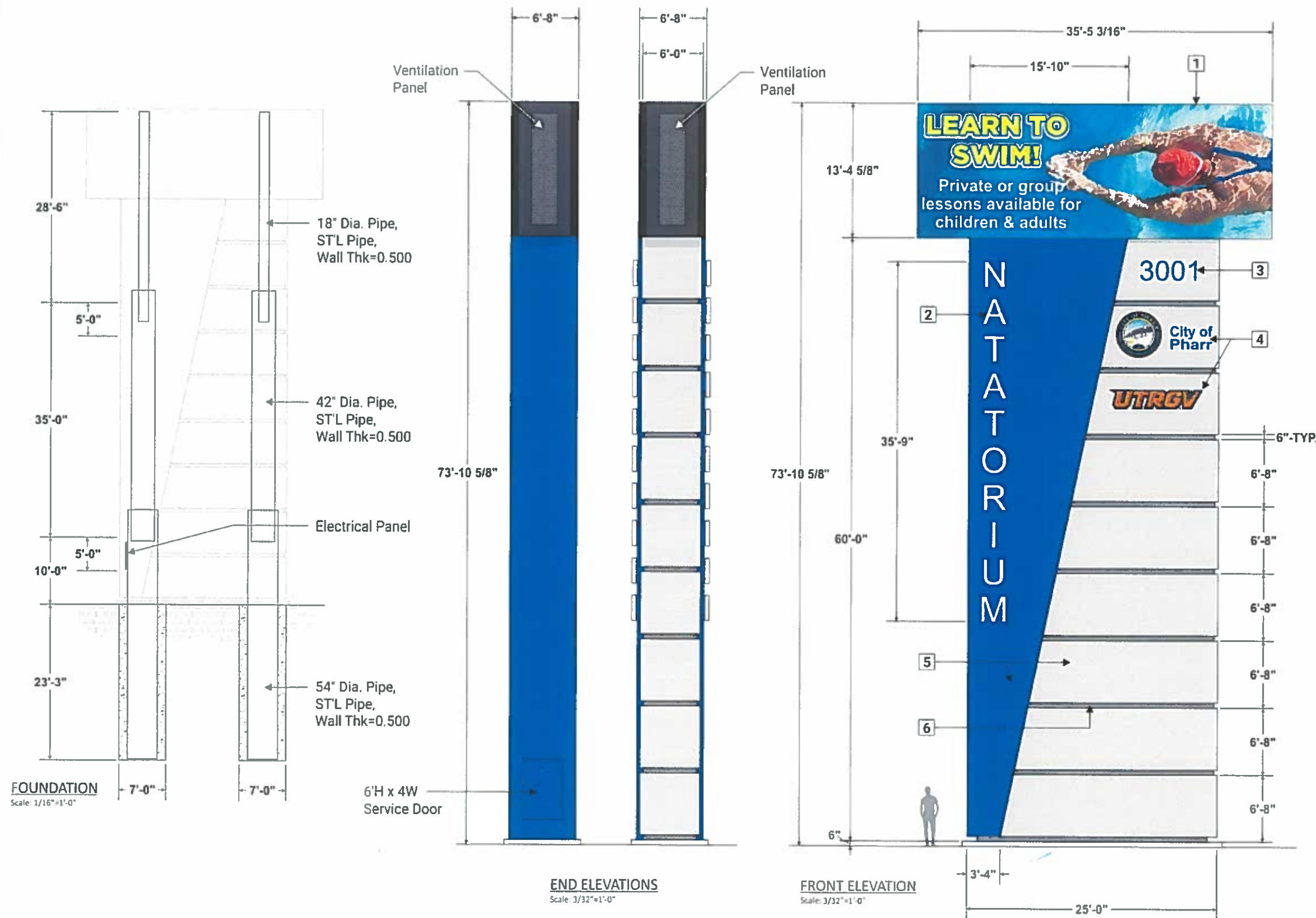
Pink - Central Office Copy

Blue - Estimating

Code 1/2017

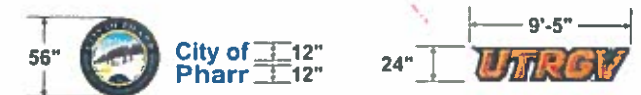
TERMS AND CONDITIONS

- I. **PROPOSAL:** It is understood and agreed that the proposal as agreed to on the reverse side hereof is subject to all the terms and provisions listed hereafter.
- II. It is further understood that due to the above property being made to order and having no resale value to anyone except buyer, this contract is non-cancellable except with the written permission of seller.
- III. **DESIGNS:** Any Design/Artwork supplied by the Company is exclusive property of the Company and use of the Design or Artwork or any facsimile thereof is expressly prohibited without the written consent of the Company. Any written consent is subject to a minimum fee of \$3,000.00 (Three Thousand Dollars). All Design/Artwork are protected under the Copyright Act of 1976, 17 U.S.C. §§101-810, Copyright protection is extended to "pictorial, graphic, and sculptural works.")
- IV. **DELIVERY AND PERFORMANCE:** Company shall use due diligence in delivering hereof to Customer but the performance of the Company under this Agreement shall be subject to any delays resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, Act of God, or other causes beyond the control of the Company. It is understood and agreed that the charges herein are based on Company's performance within the Company's normal working hours. If Customer requests that Company work overtime, or other hours which are not normal Company working hours to expedite its delivery and obligations under this Agreement, Customer hereby agrees to pay Company for said labor at its standard overtime rates in and above the normal price herein agreed. (This will be paid as an additional charge by customer upon final payment due in full). If upon completion of manufacturing or during installation Company is forced to delay full performance of herein due to customers/agent request or fault or other acts beyond Company's control, it is hereby, understood and agreed that Company may invoice all work performed as of date, said invoice will be due and payable in full upon demand. If this proposal covers removal of Free Standing Signs or Signs on a Structure, net prices quoted herein are for removal at grade level and based on repairs of holes on structure by others unless otherwise specified in writing by company. Customer agrees to accept Company's Standard Work Order when signed by Customer's employee, their customer or agent of Customer or email of completion or service performed and no other proof of delivery will be required for payment due herein. Any other required design layouts, engineering to this proposal to obtain needed permits, disposal of old signage, lamps, ballasts and transformers on service, will be invoice as an addition to this agreement
- V. **CHANGE ORDER:** All work performed by the Company will be performed under the Company's standard specifications unless other specifications submitted by Customer are approved by an authorized person of the Company in writing. All Change Orders thereafter must be approved by Customer in writing. If approval is given orally by phone to expedite work, Customer must submit approval in writing via E-mail, Fax or the Company may, at its option, stop all work until the approved Change Order is signed by Customer.
- VI. **ADDITIONAL FEES:** If Outright Purchase Sale is paid by credit card, it will be subject to 3% Administration Fee. All installation prices are subject to an additional fee due to unforeseen sub-surface conditions in foundation and building structures. Any reconfiguration of original software installation, and/or network issues, including retraining of personnel will be charged at the Company's Ongoing Service Rates. If city requires engineering design(s), this will be invoiced at Net Cost.
- VII. **LIMITED WARRANTY:** All New Work Is Guaranteed for a period of Three Months Against Electrical, Mechanical Defects & Workmanship, for instance: Fluorescent Slimline, High Output, Incandescent Lamps, exposed LED/Neon and Vinyl are not included under this warranty. All warranties are voided if repairs are not performed by Company's personnel. Copies of all Warranties are available for customer's inspection at Company's place of business during normal working hours. Sign parts furnished by others are not covered by company's warranty.
- VIII. **LIMITED EXTENDED MAINTENANCE POLICY:** Covers all lighting, ballasts, transformers, electrical wiring and lamp holders. Paint on plastic/flex faces damaged by 3rd party or Act of God are not included and is subject to all terms and conditions as listed in the Company Standard Electrical Maintenance Agreement. LED Warranty is covered by the Originated Manufacturer for 5 years and are "NOT" covered by Company Warranty, only the cost of Labor to replace them.
- IX. **LEASE PLAN:** Lease Agreements are for the term as specified and includes maintenance. Company shall maintain product liability insurance claims on account of bodily injuries or death alleged to be due to Company's negligence in connection with the use of Display. Customer agrees to insure display for full value as listed under the Original Purchase Price naming the company as the additional insurer. All Leases are subject to a UCC1 filing.
- X. **COLOR SPECIFICATIONS/SAMPLES:** All paint colors specified are manufactured standard pre-mix colors. Any special colors must be from a PMS Chart and are subject to a minimum of \$200.00 mixing fee. Vinyl colors must be standard manufactured numbers. Translucent Plastic must be standard plexiglass colors. All plastic letters are Standard Gemini colors. Any required color samples by customer or their representative are subject to a minimum of a \$200.00 fee. All special colors must be approved in writing.
- XI. **DEFAULT:** It is expressly provided that the title to the above property is retained by Seller and in Seller's name until the full payment of the above obligation is fulfilled by the Buyer. If the Buyer shall fail to pay such obligation in full upon completions of the job, then Seller or Seller's Representative shall have the right and hereby is authorized and empowered to take and resume possession of, and remove into such possession, with or without Due Process of the law. Any or all of the property herein, wherever found, without any liability for damages or other claims whatsoever, remove and sell the same at either public or private sale, at such time and a place as Seller shall choose. Applying the proceeds of such sale as a credit upon such obligation and expenses of sale, including any reasonable attorney fees, without prejudice to further enforcement of any balance of such obligation and expenses remaining due, but in the case that such proceeds exceed the amount due such obligations and expenses returning any such excess to buyer.
- XII. **TERMINATION OF JOBS IN PROCESS:** In the event that this contract is terminated for any cause; notification shall be given by either Party via certified mail or email or fax. Customer agrees to pay Company for all work in progress up to date of cancellation at Company's standard rates plus a 30% cancellations fee of total contract.
- XIII. **TAXES:** Customer agrees to pay all personal property taxes that may become due and agrees to pay all other taxes that may be levied upon or with respect to the Agreement including without limitation, all sales, rental or use taxes levied by the United States or by any State, County or political subdivision thereof.
- XIV. **WAREHOUSING:** Company agrees to store customer's signs for the first 30 days at no charge, thereafter, storage fees will be as following: **Signs/Cartons** up to 6'x6' - \$3.00 per day, 8'x8' - \$4.50 per day, all others \$5.00 per day. **Electronic Signs/Components** - \$7.00 per day. All storage fees are subject to a minimum charge of \$80.00 per month. Company shall maintain Product Liability Insurance against claims on account of bodily injury or death alleged be due to Company's negligence in connection with the storage of signs/cartons and Company agrees that the coverage or such insurance policy or policies shall be extended, subject to the conditions specified therein, to include customer as additional insured in respect to any such injury alleged to be due to joint negligence of Company and Customer, but not against any claims attributable solely to customer's. Customer will be responsible for damage by 3rd party or Acts of God that are beyond the control of the Company.
- XV. **FREIGHT:** Customer agrees to prepay all shipments to Company. If any shipments are shipped C.O.D., it is understood and agreed by Customer that there will be a 40% handling fee of the net shipping cost plus a \$200.00 administration fee. Any repairs to freight damage concealed or not will be charged as an extra. All freight claims will be the responsibility of the shipper.
- XVI. **MECHANICAL LIEN:** Both parties agree that this contract covers materials and labor to manufacture custom design/installation and/or service of the display itemized herein and further agree that since said materials or labor is for improvement to real estate property, that the filing of a Mechanical Lien is hereby authorized for any money due under this agreement. Customer further agrees to pay Company for all costs incurred in filing a Mechanical Lien plus a \$400.00 Administration fee and further agrees to pay all legal fees and court costs to collect any monies due under this agreement.
- XVII. **PERMITS AND LICENSES:** Company shall act as Customer's Agent in obtaining installation permit only. This service and cost of permits will be invoiced as an additional cost to this agreement. Customer shall be responsible for obtaining and maintaining all necessary permits or variances including any advertising permits required by public authorities. Customer shall obtain any other permission for the installation and maintenance of the display system on the building or premises including if applicable, permission from the owner of the premises on which display is to be installed. **Any required Bonds or Additional Endorsements to company's Certificate of Insurance will be charged as an extra in and above the Original bid, Change Order or Service Invoice.**
- XVIII. **DISCLAIMER OF WARRANTY:** This agreement is made with the understanding that there are no expressed or implied warranties including, but not limited, to fitness for a particular purpose or merchantable other than those contained in this agreement. There are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit any particular use or purpose other than those specifically mentioned herein, nor are there any warranties which extend beyond those set forth.
- XIX. **COMPANY RIGHTS:** Company shall have the right to transfer any or all notes held hereunder, and title or right of possession will pass to the legal holder. It is further understood and agreed by customer that if the company accepts Customer's Purchase Order or other documents in lieu of a signed contract for materials, service and/or work to be performed as proposed herein, customer agrees that said Purchase Order or other documents will be governed by and subject to all Terms and Conditions herein. This document contains the entire agreement between the parties, upon acceptance by an authorized officer of the company, this contract cannot be amended without written approval of AAA Electrical Signs, a Tesoro Corporation Sign Division.
- XX. **CREDIT CHECK:** It is further agreed that the proposal on the reverse side is subject to a credit check by Company's Credit Department. Customer's approval of this proposal authorizes this check and may be rejected in compliance with Federal Truth in Lending Law; in such case any and all down payments will be refunded to customer, less any and all expenses that may have been incurred as of such date.
- XXI. **LATE PAYMENTS:** It is understood and agreed that all Invoices that are not paid by due date including retainer fee withheld are subject to a 1 1/2% monthly service charge (Annual Percentage Rate of 18%) until paid in full.
- XXII. **VENUE:**
A. This contract is to be performed in HIDALGO COUNTY, TEXAS. It is expressly agreed by the parties that venue for any suit brought to enforce the terms for this contract shall lie in HIDALGO COUNTY, TEXAS.
B. All the Terms and Conditions hereof shall be binding upon the successors, assigns and legal representatives of the respective parties, but no assignment hereof shall be made by Customer without the prior written consent of Company.
C. No termination or modification of this agreement shall be binding upon Company, unless such termination or modification shall be in writing and approved by an Officer of Company, either attached to or endorsed on this agreement.
D. This agreement is subject to the written acceptance by an authorized officer of Company and is not binding on Company until so accepted.
E. This document contains the entire agreement between the parties and cannot be amended without written approval by all parties.
- XXIII. This document contains the entire agreement between the parties and cannot be amended without written approval by all parties.



- 1 NEW D/F COLOR LED DISPLAY MODEL AAA-O-002556-001**
LED Pixel Pitch: 10.0mm
Matrix Size: 408 x 1080
Viewing/Cabinet Size: 13' 4 5/8" x 35' 5 3/16" x 6 11/16"
Color Processing: RGB 281 Trillion Level-M
Character Size: 2.75 Inches
Lines/Char.Line: 58 Line(s), 180 Characters
Brightness: 10000 NIT's (+/-5%)
Viewing Angle: 140° Horizontal
Display Net Weight: 5852.62 lbs. per face (+/-10%)
AC Power Required: Single Phase 120V or 240V
Total Boot Up Amps: (120 v) 345.2
Reg. Operating Amps: (120V) 100.10
Communications: Remote RF Wireless (up to 2500 Ft) or DSL Telephone Line
Software: Windows Based with 5 yrs S/W Upgrades
On-Site Training: Up to 4 hrs Training w/ "Local Certified Factory Trained Technicians"
Computer: Furnished by Customer

- 2 (2) SETS, 30"H DEPTH REVERSE CHANNEL LTRS.**
Aluminum Faces Painted White
5" Depth Painted White
Mounted on 1-1/4" Standoffs
3/16" Clear Polycarbonate Backs
Lighting by Samsung IP 68 White LEDs, DC 12V Power 1.5W
Wired to U.L. Specifications
- 3 (2) SETS, 24"H FLAT CUT ALUMINUM ADDRESS**
1/4" Depth, Stud Mounted
- 4 (4) SETS, 5" DEPTH FRONT-LIT CHAN. LTRS. & LOGOS**
3/16" Acrylic - 7328 White Faces w. Digitally Printed Vinyl Graphics Applied First Surface
1" Black Trim Cap & Black Painted Returns
Lighting by Samsung IP 68 White LEDs, DC 12V Power 1.5W
Wired to U.L. Specifications



- 5 D/F CABINETS w. FRAMELESS LOOK ALUMINUM FACES**
.125" Aluminum over Welded (Angle) Frame
Exterior Finish Paint Color T.B.D.
- 6 6" High Fabricated Aluminum Reveals, Color T.B.D.**
- 7 GM Electrician to Furnish 250 Amps Service to Base of Sign with a Min. 36 Circuit Panel Mounted to the Bottom Outside Pole**



Customer: CITY OF PHARR
Address: 3001 N. Cage Blvd.
City: Pharr, TX 78577
Sales Rep: House
Job Name: CITY OF PHARR - AQUATIC CENTER (A3)

Design#: 461-2021
Dsc#: 18
Scale: 3/32"=1'-0"
Revised: 9-3-2021
Designer: Rick R.

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CUSTOMER APPROVAL

Customer Signature / Date

Landlord Signature/ Date

BROWNSVILLE 546-2735
CORPUS CHRISTI 887-8844
DONNA 464-3221
LAREDO 725-0838
HARLINGEN 423-2271
MCALLEN 682-7831
SAN ANTONIO 342-3241
STATE LICENSE #18035
Buy or Lease
800-825-5376
Website: www.3asigns.com
E-mail: signs@3asigns.com

PRIMARY ELECTRICAL CIRCUIT TO SIGN PROVIDED BY CUSTOMER
ALL ELECTRICAL SIGNS ARE INTENDED TO BE MANUFACTURED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



800-825-5376

A FULL SERVICE SIGN COMPANY

Fax: (956) 464-2408

Celebrating 51 years in Business

Electrical Sign Contractor License #18035

Electrical Contractor License # 17061

Regulated by The Texas Department of Licensing and Regulation.

P.O. Box 12157, Austin, Texas 78711

1-800-803-9202, 512-463-6599; website: license.state.tx.us/complaints

A TESORO CORPORATION™ Sign Company

P.O. Box 997 Donna, Texas 78537

Website: www.3asigns.com E-mail: signs@3asigns.com

Brownsville
546-2735

Corpus Christi
887-8844

Donna
464-3221

Harlingen
423-2271

Laredo
725-0838

McAllen
682-7831

San Antonio
342-3241

ATTN:

ERNEST TREVIÑO

PROPOSAL No.

24656

PROPOSAL SUBMITTED TO D. WILSON CONSTRUCTION			JOB NAME CITY OF PHARR AQUATIC FACILITY WALL LETTERS/LOGOS		
STREET 1207 EAST PECAN STREET			STREET 3001 NORTH CAGE BLVD.		
CITY, STATE & ZIP CODE McALLEN, TEXAS 78501			CITY, STATE & ZIP CODE PHARR, TEXAS 78577		
PHONE (956) 686-9573	CELL	FAX	JOB PHONE	CELL	DATE 8/20/2021

We hereby submit specifications and estimates for:

- A. 1 EA. 3'-10" ILLUMINATED 5" DEPTH BACK-LIT CHANNEL LOGO DIGITALLY PRINTED VINYL GRAPHICS \$12,261.00
APPLIED FIRST SURFACE WITH RACEWAY PAINTED TO MATCH BUILDING
LIGHTING: SAMSUNG WHITE LED'S
- B. 1 EA. 14'-0" DIAMETER ILLUMINATED 5" DEPTH DURALIFE 6000 FACE WITH #7280 UV CLEARCOAT \$25,767.00
FRAME: CUSTOM MANUFACTURE, ENAMEL FINISH
FACES: CUSTOM DURALIFE 6000 WITH #7280 UV CLEAR COAT
LIGHTING: SAMSUNG WHITE LED'S
COPYRIGHT DESIGN # 419-2021

This proposal maybe withdrawn by AAA Electrical Signs if not accepted within 10 days.

This Proposal is subject to any Sales Taxes due, Engineering, and Service to obtain Sign Permit(s). Installation Permits will be invoiced at net cost. Customer shall be responsible for obtaining any advertising permits required by public authorities. Purchaser is to furnish all primary electrical services to sign, including a Disconnect Switch, Time Switch, Photocell or other controls, as required by the Electrical City/Codes

(Initial in Box) →

(Initial in Box) →

OUTRIGHT PURCHASE

Forty Thousand Two Hundred Thirty Two Dollars and No Cents

DOLLARS

\$38,028.00

DOWN PAYMENT **\$19,014.00** BALANCE OF **\$19,014.00** TO BE PAID PRIOR TO DELIVERY

(Initial in Box) →

EXTENDED MAINTENANCE POLICY

60

MONTHS

EXTENDED MAINTAINANCE POLICY ONLY

\$250.00

PER MONTH.

LEASE PLAN

Did you know, Lease Plans are 100% tax deductible as advertising expense.

(Initial in Box) →

(1) LEASE PLAN with FULL MAINTENANCE

MONTH LEASE AT PER MONTH INCLUDING MAINTENANCE WITH INITIAL PAYMENT OF

TO BE PAID IN ADVANCE. FIRST LEASE PAYMENT DUE 30 DAYS AFTER INSTALLATION

ONLY PER DAY ADVERTISEMENT

(Initial in Box) →

(2) LEASE PLAN with FULL MAINTENANCE

(OPTIONAL)

MONTH LEASE AT PER MONTH INCLUDING MAINTENANCE WITH INITIAL PAYMENT OF

TO BE PAID IN ADVANCE. FIRST LEASE PAYMENT DUE 30 DAYS AFTER INSTALLATION

ONLY PER DAY ADVERTISEMENT

NOTE: This Proposal becomes a contract upon acceptance and signed by an authorized Officer for AAA Electrical Signs. All Lease & Maintenance contracts are subject to any taxes due, and they are subject to the terms and conditions of each agreement.

HOUSE 999

Approved for AAA ELECTRICAL SIGNS

Sign Consultant

ACCEPTANCE OF PROPOSAL/CO-MAKER AGREEMENT

The above price, specifications, terms, conditions on the reverse side are satisfactory and are hereby accepted. You are authorized to do work as specified and payment will be made as indicated above at Donna, Hidalgo County, Texas. In consideration of the acceptance of the above Proposal/Contract of Purchase Order by your Company, it is hereby and understood that there are no prior writings, verbal negotiations, understanding, representations or agreements between the parties not herein expressed. This agreement cannot be changed or altered during its terms except in writing, the undersigned agrees to perform all terms of the agreement, including any payments of any obligations thereunder.

D. WILSON CONSTRUCTION

Date of Purchase:

(Firm Name)

By:

Title

ERNEST TREVIÑO

Purchaser/ CO-Maker Signature/Purchase Order Number

Print Name

White - Home Office Original

Yellow - Customer's Copy

Pink - Central Office Copy

Blue - Estimating

Code 1/201

TERMS AND CONDITIONS

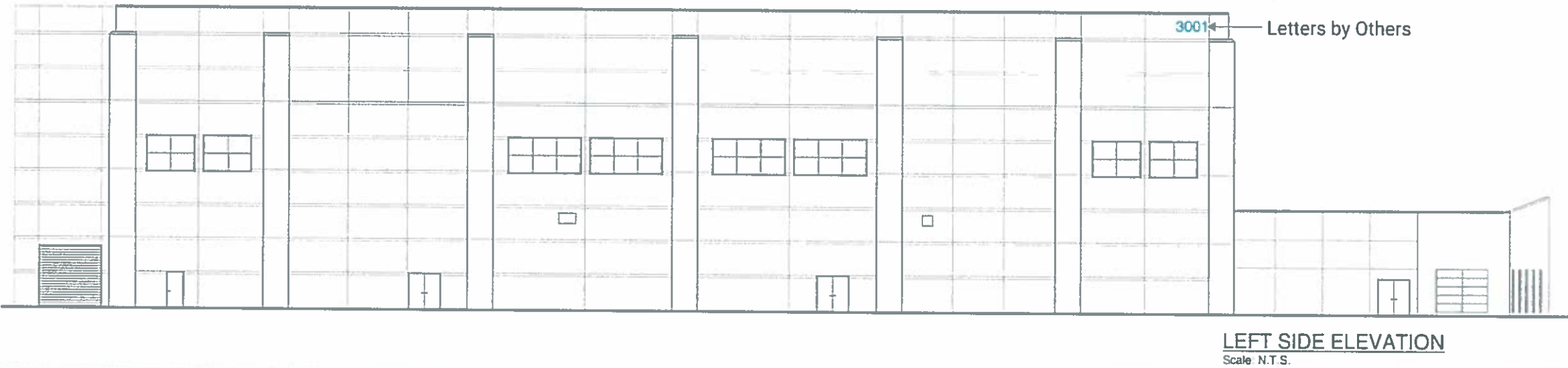
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- X. **COLOR SPECIFICATIONS/SAMPLES:** All paint colors specified are manufactured standard pre-mix colors. Any special colors must be from a PMS Chart and are subject to a minimum of \$200.00 mixing fee. Vinyl colors must be standard manufactured numbers. Translucent Plastic must be standard plexiglass colors. All plastic letters are Standard Gemini colors. Any required color samples by customer or their representative are subject to a minimum of a \$200.00 fee. All special colors must be approved in writing.
- XI. **DEFAULT:** It is expressly provided that the title to the above property is retained by Seller and in Seller's name until the full payment of the above obligation is fulfilled by the Buyer. If the Buyer shall fail to pay such obligation in full upon completions of the job, then Seller or Seller's Representative shall have the right and hereby is authorized and empowered to take and resume possession of, and remove into such possession, with or without Due Process of the law. Any or all of the property herein, wherever found, without any liability for damages or other claims whatsoever, remove and sell the same at either public or private sale, at such time and a place as Seller shall choose. Applying the proceeds of such sale as a credit upon such obligation and expenses of sale, including any reasonable attorney fees, without prejudice to further enforcement of any balance of such obligation and expenses remaining due, but in the case that such proceeds exceed the amount due such obligations and expenses returning any such excess to buyer.
- XII. **TERMINATION OF JOBS IN PROCESS:** In the event that this contract is terminated for any cause; notification shall be given by either Party via certified mail or email or fax. Customer agrees to pay Company for all work in progress up to date of cancellation at Company's standard rates plus a 30% cancellations fee of total contract.
- XIII. **TAXES:** Customer agrees to pay all personal property taxes that may become due and agrees to pay all other taxes that may be levied upon or with respect to the Agreement including without limitation, all sales, rental or use taxes levied by the United States or by any State, County or political subdivision thereof.
- XIV. **WAREHOUSING:** Company agrees to store customer's signs for the first 30 days at no charge, thereafter, storage fees will be as following: **Signs/Cartons** up to 6'x6' - \$3.00 per day, 8'x8' - \$4.50 per day, all others \$5.00 per day. **Electronic Signs/Components** - \$7.00 per day. All storage fees are subject to a minimum charge of \$80.00 per month. Company shall maintain Product Liability Insurance against claims on account of bodily injury or death alleged to be due to Company's negligence in connection with the storage of signs/cartons and Company agrees that the coverage or such insurance policy or policies shall be extended, subject to the conditions specified therein, to include customer as additional insured in respect to any such injury alleged to be due to joint negligence of Company and Customer, but not against any claims attributable solely to customer's. Customer will be responsible for damage by 3rd party or Acts of God that are beyond the control of the Company.
- XV. **FREIGHT:** Customer agrees to prepay all shipments to Company. If any shipments are shipped C.O.D., it is understood and agreed by Customer that there will be a 40% handling fee of the net shipping cost plus a \$200.00 administration fee. Any repairs to freight damage concealed or not will be charged as an extra. All freight claims will be the responsibility of the shipper.
- XVI. **MECHANICAL LIEN:** Both parties agree that this contract covers materials and labor to manufacture custom design/installation and/or service of the display itemized herein and further agree that since said materials or labor is for improvement to real estate property, that the filing of a Mechanical Lien is hereby authorized for any money due under this agreement. Customer further agrees to pay Company for all costs incurred in filing a Mechanical Lien plus a \$400.00 Administration fee and further agrees to pay all legal fees and court costs to collect any monies due under this agreement.
- XVII. **PERMITS AND LICENSES:** Company shall act as Customer's Agent in obtaining installation permit only. This service and cost of permits will be invoiced as an additional cost to this agreement. Customer shall be responsible for obtaining and maintaining all necessary permits or variances including any advertising permits required by public authorities. Customer shall obtain any other permission for the installation and maintenance of the display system on the building or premises including, if applicable, permission from the owner of the premises on which display is to be installed. **Any required Bonds or Additional Endorsements to company's Certificate of Insurance will be charged as an extra in and above the Original bid, Change Order or Service Invoice.**
- XVIII. **DISCLAIMER OF WARRANTY:** This agreement is made with the understanding that there are no expressed or implied warranties including, but not limited, to fitness for a particular purpose or merchantable other than those contained in this agreement. There are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit any particular use or purpose other than those specifically mentioned herein, nor are there any warranties which extend beyond those set forth.
- XIX. **COMPANY RIGHTS:** Company shall have the right to transfer any or all notes held hereunder, and title or right of possession will pass to the legal holder. It is further understood and agreed by customer that if the company accepts Customer's Purchase Order or other documents in lieu of a signed contract for materials, service and/or work to be performed as proposed herein, customer agrees that said Purchase Order or other documents will be governed by and subject to all Terms and Conditions herein. This document contains the entire agreement between the parties, upon acceptance by an authorized officer of the company, this contract cannot be amended without written approval of AAA Electrical Signs, a Tesoro Corporation Sign Division.
- XX. **CREDIT CHECK:** It is further agreed that the proposal on the reverse side is subject to a credit check by Company's Credit Department. Customer's approval of this proposal authorizes this check and may be rejected in compliance with Federal Truth in Lending Law; in such case any and all down payments will be refunded to customer, less any and all expenses that may have been incurred as of such date.
- XXI. **LATE PAYMENTS:** It is understood and agreed that all Invoices that are not paid by due date including retainer fee withheld are subject to a 1 1/2% monthly service charge (Annual Percentage Rate of 18%) until paid in full.
- XXII. **VENUE:**
A. This contract is to be performed in HIDALGO COUNTY, TEXAS. It is expressly agreed by the parties that venue for any suit brought to enforce the terms for this contract shall lie in HIDALGO COUNTY, TEXAS.
B. All the Terms and Conditions hereof shall be binding upon the successors, assigns and legal representatives of the respective parties, but no assignment hereof shall be made by Customer without the prior written consent of Company.
C. No termination or modification of this agreement shall be binding upon Company, unless such termination or modification shall be in writing and approved by an Officer of Company, either attached to or endorsed on this agreement.
D. This agreement is subject to the written acceptance by an authorized officer of Company and is not binding on Company until so accepted.
E. This document contains the entire agreement between the parties and cannot be amended without written approval by all parties.
- XXIII. This document contains the entire agreement between the parties and cannot be amended without written approval by all parties.

BUILDING SIGNAGE

- 2 5" DEPTH FRONT-LIT "UTRGV" CHANNEL LETTERS
3/16" Acrylic - 7328 White Face with
Digitally Printed Vinyl Graphics Applied First Surface
Lighting by Samsung IP 68 White LEDs,
DC 12V Power 1.5W
Wired to U.L. Specifications



- 2 "CITY OF PHARR" CIRCULAR SEAL
.125" Aluminum over Welded (Angle) Frame
Exterior Finish Ptd. to Match Dark Blue from Seal
Retainers to be 4" Wide, Alum. Fabricated
Duralife 6000® Face with UV #7280® Clear Coat
Lighting by Samsung IP 68 White LEDs,
DC 12V Power 1.5W
Wired to U.L. Specifications

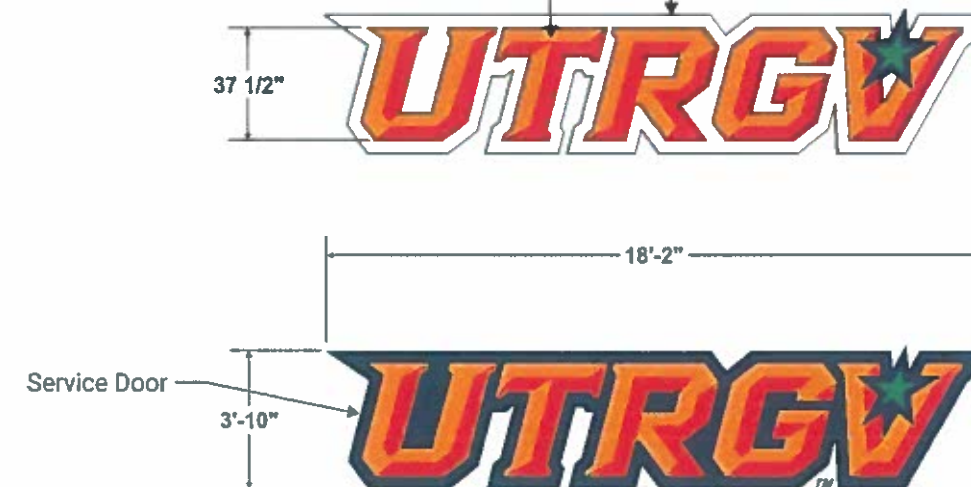


1 5" DEPTH FRONT-LIT CHANNEL LETTERS

Lighting by Samsung IP 68 White LEDs,
DC 12V Power 1.5W
Wired to U.L. Specifications

3/16" Acrylic - 7328 White Face
with Digitally Printed Vinyl Graphics
Applied First Surface

.125" Aluminum Back Panel
Finish Ptd. UTRGV Navy



UTRGV COLOR PALETTE



UTRGV GREEN
PANTONE 348



UTRGV NAVY
PANTONE 289



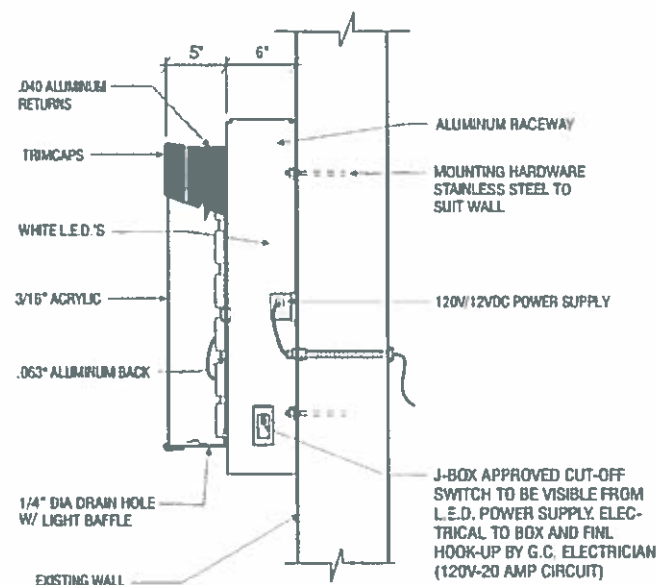
UTRGV ORANGE
PANTONE 1655



UTRGV LIGTH ORANGE
PANTONE 137

SIGN ELEVATION - FRONT

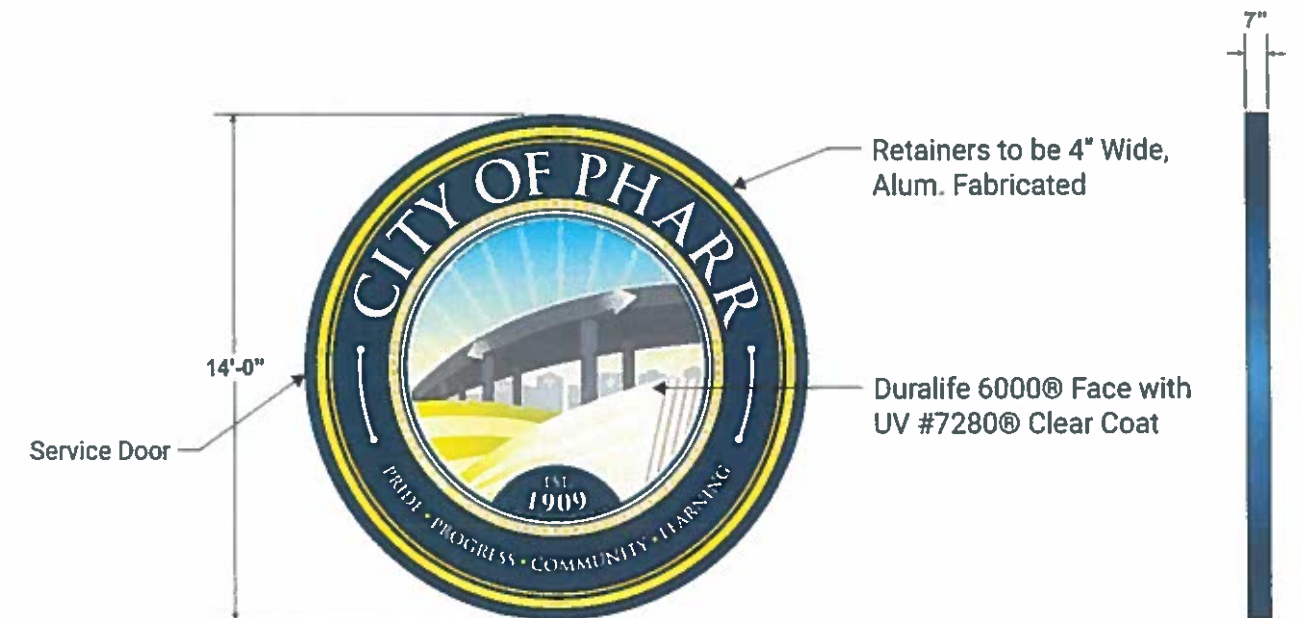
Scale: 3/16"=1'-0"



CHANNEL LETTER - SECTION DETAIL

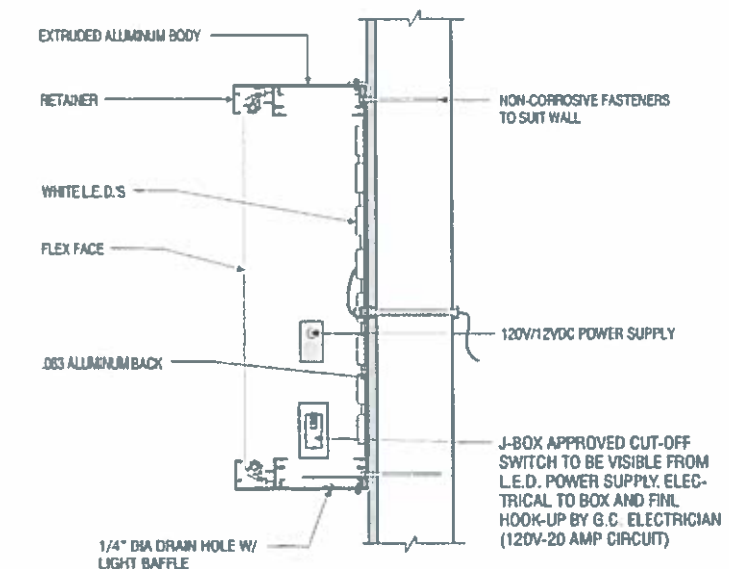
2 "CITY OF PHARR" CIRCULAR SEAL

.125" Aluminum over Welded (Angle) Frame
Exterior Finish Ptd. to Match Dark Blue from Seal
Lighting by Samsung IP 68 White LEDs,
DC 12V Power 1.5W
Wired to U.L. Specifications



SIGN ELEVATION - FRONT

Scale: 3/16"=1'-0"



S/F ILLUMINATED CABINET



Customer: CITY OF PHARR
Address: 3001 N. Cage Blvd.
City: Pharr, TX 78577
Sales Rep: House
Job Name: CITY OF PHARR - AQUATIC CENTER (E3)

Design#: 419-2021
Dsc#: 16
Scale: 3/16"=1'-0"
Date: 8-20-2021
Designer: Rick R.

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17 U.S.C. § 101-810, AAA Electrical Signs
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CUSTOMER APPROVAL

Customer Signature / Date

Landlord Signature/ Date

BROWNSVILLE 548-2735
CORPUS CHRISTI 887-8844
DONNA 484-3221
HARLINGEN 423-2271
LAREDO 725-0838
MCALLEN 882-7831
SAN ANTONIO 342-3241

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620 OF THE NATIONAL ELECTRICAL CODE
OTHER APPLICABLE LOCAL CODES THIS
PROPER GROUNDING AND BONDING OF



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: October 1, 2021

MEETING DATE: October 4, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, If any, on Contract for Construction and Project Management Services for Federal Donation Acceptance Program for Fiscal Year 16 projects.

Classification: Regular

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

Issue: to oversee and manage the federal projects (PROJECT# 2021-01-528-S040-001)

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: None

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/1/2021
Approved - 10/1/2021
Approved - 10/1/2021
Final Approval - 10/1/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: October 1, 2021

MEETING DATE: October 4, 2021

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, authorizing the City Manager to award the supply contract for the purchase & application of Prime Coat and Tack Coat for Public Works Department to Asphalt Oil Express out of Edinburg, TX

Classification: Consent

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

Issue: I received one bid, Asphalt Oil Express, who is the vendor that we have been utilizing for the purchase of prime coat and tack coat. We are satisfied with their service and recommend approval to award bid as submitted. (PROJECT# 2021-01-517-SP004-110)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza

Created/Initiated - 10/1/2021

Olga Garza

Approved - 10/1/2021

Patricia Rigney

Approved - 10/1/2021

Karla Saavedra

Approved - 10/1/2021

Annie Reeves

Approved - 10/1/2021

City Management Office

Final Approval - 10/1/2021



CITY OF PHARR

**SUPPLY CONTRACT FOR PRIME COAT AND TACK COAT
(PROJECT #2021-01-517-SP004-110)
GENERAL CONDITIONS AND AGREEMENT**

1. Vendor proposes and offers to supply the City of Pharr with **PRIME COAT & TACK COAT** for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remain unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).
4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal, State, and/or City law.
5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.
6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bid from an accredited testing laboratory company shall also accompany the bid.
7. It shall be the responsibility of the vendor to pay for any and all tests of **ITEM(S)** and repair expenses incurred by the City of Pharr as a result of inferior and/or contaminated **ITEM(S)**.

THIS PAGE MUST BE FILLED IN, UPLOADED INTO BIDDING PORTAL, & MADE
PART OF YOUR BID SUBMITTAL.

**CITY OF PHARR SUPPLY CONTRACT FOR PRIME COAT AND TACK COAT
(PROJECT #2021-01-517-SP004-110) - CONTRACT GENERAL CONDITIONS
AND AGREEMENT Continued:**

8. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.
9. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Edward Wylie, Interim City Manager, City of Pharr.

Accepted this _____ day of _____, 2021.

Edwardo Garza
AUTHORIZED SIGNOR

Edwardo Garza
TYPE/PRINT NAME

Owner
TITLE

Asphalt Oil Express
LEGAL COMPANY NAME

CITY OF PHARR
OWNER

EDWARD WYLIE,
INTERIM CITY MANAGER

WITNESS



Pharr

Public Works



MEMORANDUM

DATE: September 29, 2021

TO: Ignacio Amezcua, Purchasing Director

FROM: Olga Garza, Public Works Director *OG*

SUBJECT: Project No. 2021-01-517-SP004-110
Supply Contract for Purchase of Prime Coat & Tack Coat

I have reviewed the bid tabulation for the subject supply contract and recommend to reject the sole bidder, **Asphalt Oil Express**, for the purchase of Prime Coat MC-30 and Tack Coat RC-250 as stated in the tabulation attached.

I received only one bid and bidder did not submit unit price correctly as per the specifications. A sole bid is not competitive therefore I recommend to reject and advertise to re-bid this item.

If you have any questions or require additional information, please feel free to contact me.

Cc: Luis Marin, Assistant Director of Public Works
Ricardo De Hoyos, Streets & Drainage Supervisor



Pharr

Purchasing



CITY OF PHARR

BID OPENING: SEPTEMBER 21, 2021 AT 3:00 PM

LOCATION: City Commission Rm 2nd Floor

SUPPLY CONTRACT FOR THE PURCHASE & APPLICATION

OF PRIME COAT & TACK COAT

PROJECT NO.: 2021-01-517-SP004-110

PARTICIPATING VENDOR:					ASPHALT OIL EXPRESS
No.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL COST
1	PRIME COAT MC-30 (APPLICATION)	300,000.00	SF	\$0.125	\$37,500.00
2	TACK COAT RC-250 (APPLICATION)	100,000.00	SF	\$0.125	\$12,500.00
TOTAL PROJECT COST					\$50,000.00
ELECTRONIC BID					SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: October 1, 2021

MEETING DATE: October 4, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Change order No. 3 with D. Wilson Construction

Classification: Regular

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

Issue: Additional Scope of Work requested by the City of Pharr

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: Disapprove

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/1/2021
Approved - 10/1/2021
New - 1/1/1900



CHANGE ORDER

Contractor: D. Wilson Construction Co.

Change Order No.: 3

Project: City of Pharr Natatorium

Date: 9/1/2021

Project # 1819-35-510-C011-051

Notice to Proceed Date: 1-Nov-19

Change Order Amount: \$286,954.27

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

1. **(\$66,947.73) - AEA 11** - Deduct Balance of Owner Contingency.
2. **\$22,457.00 - CR53** - Signage Package for Small Monument Wayfinding Signs and interior signage and wall murals.
3. **\$28,308.00 - CR54** - 10'x12' OH Door at NE Dive Pool Area.
4. **\$282,442.00 - CR56** - Two Large Digital Scoreboards for Competition Pool Area.
5. **\$18,321.00 - CR58** - HVAC Testing & Balancing
6. **\$2,374.00 - CR59** - Run flex duct thru SB Poles for Wi-Fi

Reason for Change Order:

1. **AEA 11** - Deduction of Contingency Balance to apply as a credit to Change Order #3.
2. **CR53** - Owner Requested Change.
3. **CR54** - Oversized opening suggested to allow large sky track boom lifts to enter facility for maintenance purposes.
4. **CR56** - Owner Requested Change.
5. **CR58** - HVAC Testing & Balancing Required for Facility (There was a \$60,000 Allowance Item in the Original SOV.)
6. **CR59** - Owner Requested Change.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 23,165,208.00	Current Completion Date: 20-Oct-21
Previous Change Order: (+/-)	\$ (55,727.68)	Additional Days: 0
This Change Order: (+/-)	\$ 286,954.27	Revised Completion Date: 20-Oct-21
Revised Contract Amount:	\$ 23,396,434.59	

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

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

Accepted:

Contractor	Authorized Signature	Date
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Recommended:

Carlos Del Angel PMP		
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Construction Manager/Architect	Authorized Signature	Date
--------------------------------	----------------------	------

Omar Anzaldua Jr., PE, CFM, PMP, CCM		
--------------------------------------	--	--

City Engineer	Authorized Signature	Date
---------------	----------------------	------

Approved:

Ed Wylie		
----------	--	--

Interim City Manager	Authorized Signature	Date
----------------------	----------------------	------