



**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 5:00 PM ON
MONDAY, APRIL 3, 2017**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation Proclaiming National Crime Victims' Rights Week. (POLICE)

B) Proclamation proclaiming National Library Week. (LIBRARY)

C) Proclamation proclaiming Arbor Day. (PARKS/PAL)

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

A) City Engineer's Report (ENGINEERING)

B) City Events of Interest. (ADMINISTRATION)

4. PUBLIC COMMENTS/PUBLIC HEARINGS:

AGENDA REGULAR MEETING
April 3, 2017

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

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

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

A) Approval of minutes for March 20, 2017 City Commission Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-23 Section 18 of the Code of Ordinances, adopting provisions related to Tethering and Confinement; Quarantined Method and Testing of Animals. - **3rd & Final Reading** (PUBLIC WORKS)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2009-08, Chapter 50, Article III, Ambulances. - **3rd & Final Reading** (FIRE)

D) Consideration and action, if any, on request from St. Jude Catholic Church for partial street closure of corner of East Jones & Ironwood and corner of Ironwood & East Sam Houston Avenue for their annual church festival on Sunday, April 30, 2017 from 6:00 a.m. to 9:00 p.m. (ADMINISTRATION)

E) Consideration and action, if any, authorizing City Manager to advertise for bids for the South Pharr Water Tower Rehabilitation. (ENGINEERING)

F) Consideration and action, if any, authorizing City Manager to advertise for bids for Used Scrap Tire Collection Services. (PUBLIC WORKS)

G) Consideration and action, if any, authorizing City Manager to advertise for bids for purchase of aluminum sulfate liquid polymer blend. (PUBLIC UTILITIES)

H) Consideration and action, if any, authorizing City Manager to advertise for bids for purchase of liquid ammonium sulfate. (PUBLIC UTILITIES)

I) Consideration and action, if any, approving a Community WiFi project in and around Jones Box Park. (INNOVATION & TECHNOLOGY)

J) Consideration and action, if any, on sponsorship for the Good Samaritan Award in the amount of \$1,500.00. (PHARR ECONOMIC DEVELOPMENT CORPORATION II)

PUBLIC HEARINGS:

1. Sandra L. Gomez, d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo, County, Texas. The physical address is 5826 South Cage Boulevard. **CUP#160208**

2. Big River Brewery, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 505 West Nolana Loop. **CUP#170314**

3. Spoor Engineering Consultants, Inc., representing Martin Rios, 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 High Density Multi-Family District (R-4). The property is legally described as being 5.34 acres, more or less, out of Lot 245, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 3100 and 3200 Block of South Cage Boulevard. **COZ#170315**

4. Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 305 South Cage Boulevard. **CUP#060312**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2016-36 for budget amendments to the FY 2016-2017 budget. (FINANCE)

B) Consideration and action, if any, on ordinance for transfer of property from the City of Pharr to Pharr Economic Development Corporation II in the amount of 7.69 acres. (ADMINISTRATION)

C) Consideration and action, if any, on Resolution appointing/re-appointing seven (7) regular members to the Building and Safety Standards Commission. (DEVELOPMENT SERVICES)

7. ADMINISTRATIVE:

A) Consideration and action, if any, awarding bid for Purchase & Application of Prime Coat MC-30 & RC250 Tack Coat for Public Works Annual Use FY 2016-2017 Bid No. 1617-01-528-0026. (ENGINEERING)

B) Consideration and action, if any, awarding bid for the Purchase & Delivery of Concrete Mix for Public Works Annual Use FY 2016-2017. Bid No. 1617-01-528-0029 (ENGINEERING)

C) Consideration and action, if any, designating the Parks & Recreation Board as the Tree City USA board. (PARKS/PAL)

D) Consultation with the Board of Commissioners on review of the City organization structure. (ADMINISTRATION)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on renewing contract with International Billboards for Billboard Rental in Reynosa, Tamaulipas. (BRIDGE)

B) Consideration and action, if any, on renewing contract with Denali Water Solution for sludge management hauling. (PUBLIC UTILITIES)

C) Consideration and action, if any, on renewing supply contract with DPC Industries, INC. for chlorine service. (PUBLIC UTILITIES)

D) Consideration and action, if any, authorizing City Manager to enter and negotiate a contract with Ruben Escobar of Diseno, Inc. for professional services for the Jose "Pepe" Salinas Memorial Civic Center renovations (PARKS/PAL)

E) Consideration and action, if any, authorizing City Manager to enter into a 1 year contract with SmartCom Solution for internet service for the Pharr Memorial Library. (LIBRARY)

F) Consideration and action, if any, on addendum to S&GE contract for water transmission line project to include inspection services. (PUBLIC UTILITIES)

G) Consideration and action, if any, on addendum to S&GE contract for El Dora Water Tower project to include inspection services. (PUBLIC UTILITIES)

H) Consideration and action, if any, on addendum to S&GE contract for Lift Station 25 and Force main project to include inspection services. (PUBLIC UTILITIES)

I) Consideration and action, if any, on approval of Change Order Number 1 for the Downtown Street Light Improvements Project. Bid No. 1617-01-528-0014 (ENGINEERING)

9. LEGAL:

A) Consultation, Discussion and Action, if any, on Condemnation Proceeding CCD-0405-A, City of Pharr v. SCI Texas Funeral Services. (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.*

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

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

AGENDA REGULAR MEETING
April 3, 2017

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 31st day of March, 2017 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 31st day of March, 2017.

HILDA PEDRAZA, TRMC
CITY CLERK

AGENDA REGULAR MEETING
April 3, 2017

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: _____

WHEREAS, Americans are the victims of more than 20 million crimes each year, affecting individuals, and communities; and

WHEREAS, providing victims with knowledge of their rights and available services further strengthens their ability to recover by restoring a sense of self-empowerment; and

WHEREAS, a trauma-informed response to victims promotes healing and fosters strength in survivors and victims who feel understood and supported are more likely to disclose their victimization, seek services, and participate in the justice process; and

WHEREAS, unaddressed trauma from victimization weakens the resilience of victims and their communities, impeding their ability to withstand future trauma; and

WHEREAS, a multidisciplinary response, involving collaboration among victim service professionals, criminal justice officials, legal professionals, medical and mental health providers, and community leaders is essential to reach and serve all victims; and

WHEREAS, strengthening the multidisciplinary response, bringing diverse skills, perspectives, and understandings together in the service of victims, also serves to build the resilience of those responders, by strengthening the confidence in their roles, abilities, and sense of contribution; and

WHEREAS, the Pharr Police Department and the Office for Victims of Crime is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of April 2-8, 2017 as:

“Crime Victims’ Rights Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of April 2017.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

WHEREAS, libraries are not just about what we have for people, but what we do for the people and have long served as trusted and treasured institutions; and

WHEREAS, librarians are organizers and information experts who for centuries have guided people to the best information resources; and

WHEREAS, librarians continue to fulfill their role in leveling the playing field for all who seek information and access to technologies, especially as our society is at a critical juncture regarding the changing information landscape and the skills needed to thrive in our digital world; and

WHEREAS, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and delivering new services that connect closely with patrons' needs; and

WHEREAS, libraries and librarians open a world of possibilities through innovative STEAM programing, Makerspaces, job-seeking resources and the power of reading; and

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries work to serve all community members by offering services and educational resources that transform communities, open minds and promote inclusion and diversity.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of April 9-15, 2017 as:

“National Library Week 2017”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of April 2017.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

WHEREAS, Arbor Day has been an occasion for recognizing the value of trees and woodlands to human welfare since 1872; and

WHEREAS, the City of Pharr recognizes the value of trees as they contribute to our environment by cleaning the air, moderating the temperature, reducing heating and cooling costs, and provide wildlife habitat; and

WHEREAS, trees are a renewable resource and beautify our residential and business areas thus increasing property value and enhance the economic vitality of our community; and

WHEREAS, the City of Pharr has a tradition of supporting and encouraging the planting, care and health of trees throughout the community; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, all residents are urged to support the efforts to protect our trees and woodlands and plant trees to promote the well-being of this and future generations.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim April 24, 2017 as:

“Arbor Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of April, 2017.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Melanie Cano

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Maria Rangel

Created/Initiated - 03/31/2017

Melanie Cano

Approved - 03/31/2017

Edward Wylie

Final Approval - 03/31/2017

**CITY OF PHARR ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECT REPORT**

April 3, 2017

Design Projects:

Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road (CSJ 0039-01-085)

TxDOT has agreed to oversee this project with some city participation. The Advance Funding Agreement was presented and approved by the City Commission. TxDOT has opened bids and the apparent low bidder is Austin Traffic Signal. Project is pending execution of contract documents and scheduling of a pre-construction date.

City of Pharr Bicycle Accessibility Improvements (CSJ 0921-02-324)

TxDOT received bids for this project, and a pre-construction meeting was held on January 24, 2017. The contractor is IOC Company.

Proposed Traffic Signal Improvements Veterans Blvd. At Kelly Ave. & Eldora Rd.

Approval to advertise was received during last city commission meeting. Advertisement to happen during the month of April.

South Pharr Development and Research Center Facility

Pre-Construction meeting occurred on March 10, 2017. Construction to begin on April 9, 2017 extending for 240 days until December 5, 2017.

Owassa Road Improvements

TxDOT received bids for this project. Bids were opened on January 4, 2017, with a low bid of \$5,206,108.37 received from the IOC Company. Construction commenced March 23, 2017.

FM 2061 (Jackson Road) and Park Avenue Medians

The project design is complete and is awaiting approval of the design documents from TxDOT. Staff anticipates advertising for bids in March 2017.

Downtown Redevelopment Park Improvement

Project design will be completed in-house

Various Park Improvement Projects

City Commission approved a scope of work and fee with Halff Associates for the Nature Park & Amphitheater, Dr. Long City/School Park Phase II and Allen & William Arnold City/School Park at the November 21, 2016, regular meeting. Design is on-going with the engineers.

Various Roadway Improvements

Staff is currently negotiating a scope of work and fee with S&B Infrastructure for Veteran Road, Highline Road and East Anaya Road Improvements. This item is anticipated to be presented to the City Commission for consideration in March 2017.

City Hall Structural Analysis

City Commission approved a scope of work and fee with Halff Associates for the City Hall Structural Analysis at the November 21, 2016, regular meeting. Design has been completed.

365 Tollway Utility Adjustments

City Commission approved a scope of work and fee with S&B Infrastructure for the 365 Tollway Utility Adjustments at the November 21, 2016, regular meeting. Design is estimated to be completed by April 2017.

South Pharr Water Towner Rehabilitation

Project will be advertised during the month of April.

US 83 Expressway Tank Rehabilitation

Design is in progress.

Fire Station Number 4

Design is in progress by The Warren Group Architects.

Police Department Storage Facility

Design is in progress by The Warren Group Architects.

Bridge Administration Building Renovations

Design is in progress by The Warren Group Architects.

Construction Projects:

Year 1 – Phase B Street Repaving Project

Work is on-going with the contractor Cutler Repaving.

Contract Amount: \$ 2,926,060.91

Current Expenditures: \$ 2,073,522.39

Percent Completed: 70.86%

Year 2 – Street Repaving Project

The contract was awarded to Cutler Repaving at the December 19, 2016, City Commission Meeting. A pre-construction meeting was held on January 12, 2017.

Contract Amount: \$ 2,245,618.52

Current Expenditures: \$ 0.00

Percent Completed: 0.0%

South Pharr Development and Research Center Off-Site Utilities

A pre-construction meeting was held on October 5, 2016 with Venser Contractors, LLC. Water and wastewater improvements are ongoing.

Contract Amount: \$ 216,115.00

Current Expenditures: \$ 165,387.50

Percent Completed: 76.53%

Sugar & El Dora Traffic Signal Improvements

The traffic signal became operational on December 15, 2016.

Contract Amount: \$ 121,403.80

Current Expenditures: \$ 98,503

Percent Completed: 100%

Waste Water Treatment Plant Clarifier Number 2 Rehabilitation

Pending execution of contracts and a pre-construction meeting with JMJ Constructors Inc.

Contract Amount: \$ 532,725.41

Current Expenditures: \$ 00.00

Percent Completed: 00.00%

Water Line Transmission Improvements

Work is on-going with contractor Jimmy Closer & Sons.

Contract Amount: \$ 6,591,196.00

Current Expenditures: \$ 5,198,643.90

Percent Complete: 78.87%

PHFC Jackson Apartments

Work is on-going with the contractor FJW Construction.

Contract Amount: \$ 24,975,221.00

Change Order #1: \$ 135,860.00

Revised Contract Amount \$ 25,111,081.00

Current Expenditures: \$

Percent Complete:

Lift Station #25 and Force Main

Work is on-going with the contractor Saenz Construction.

Contract Amount: \$ 2,483,114.00

Current Expenditures: \$ 751,134.42

Percent Complete: 29.85%

Fire Station Number 3 Renovations

Work is on-going with the contractor 5-Star Construction.

Contract Amount: \$ 392,800.00

Change Order #1: \$ 29,805.00

Change Order #2: \$ 765.00

Revised Contract Amount: \$423,370.00

Current Expenditures: \$ 251,783.00

Percent Complete: 59.58%

Jones Box Park Improvements

Award of contract was approved by the City Commission at the December 5, 2016, meeting. A pre-construction meeting was held on January 4, 2017, with the contractor of record Mor-Wil, LLC.

Contract Amount: \$ 579,410.31

Current Expenditures: \$ 0.00

Percent Complete: 0.0%

Eldora Elevated Storage Tank Improvements

Award of contract was approved by the City Commission at the January 16, 2017, meeting. A pre-construction meeting occurred on March 30, 2017.

Contract Amount: \$ 2,735,000.00

Current Expenditures: \$ 0.00

Percent Complete: 00.00%

Downtown Street Lighting Improvement

Award of contract was approved by the City Commission at the February 06, 2017, meeting. A pre-construction meeting was held on March 23rd, 2017. Contractor started work on March 27th, 2017.

Contract Amount: \$ 167,900.00

Current Expenditures: \$ 0.00

Percent Complete: 00.00%



Mar 29, 2017 8:30:48 AM
Pharr

**Single Machine Repaving Project Year 1 Phase B
(Civic Center Parking Lot)**



Mar 29, 2017 1:58:03 PM
Pharr

**Single Machine Repaving Project Year 1 Phase B
(Civic Center Parking Lot)**



Lift Station #25 and Force Main



**Lift Station #25 and Force Main
(Excavation for New Lift Station No. 25)**



**South Pharr Development and Research Center
Off Site Utilities (Small Construction Site Notice)**



**South Pharr Development and Research Center
Off Site Utilities**



**Water Line Transmission Improvements
(Prepping Road)**



**Water Line Transmission Improvements
(Prepping Road)**



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 03/31/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: System Administrator

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera

Created/Initiated - 03/27/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: System Administrator

DIRECTOR:

Agenda Item: PUBLIC HEARING ON DEVELOPMENT SERVICES CASES
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Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera

Created/Initiated - 03/27/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 29, 2017

MEETING DATE: April 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of minutes for March 20, 2017 City Commission Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for March 20, 2017 City Commission Meeting

Financial Consideration: N/A

Staff Recommendation:

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 03/29/2017

Edward Wylie

Approved - 03/29/2017

Juan Guerra

New -

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MARCH 20, 2017 AT 5:00 P.M.
118 SOUTH CAGE 2ND FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, March 20, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto Carrillo
Comm. Edmund Maldonado
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Mayor Pro-Tem Oscar Elizondo, Jr.
Comm. Mario Bracamontes

STAFF PRESENT: Juan G. Guerra, City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
Gary Rodriguez, Events Center Dir.
Maria Rangel, Engineering
Karla Moya, Finance Director
Anali Cantu, HR Director
Ruben Villescas, Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Roy Garcia, Public Works Director
David Garza, Public Utilities Dir.
Roel Garza, Parks & Rec. Dir.
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jason Arms, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director

CITY ATTORNEY Patricia Rigney, Attorney

ITEM 1 CALL TO ORDER:

Mayor Hernandez called the meeting to order at 5:05 p.m. Roll Call established a quorum.

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

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

B) PLEDGE OF ALLEGIANCE / INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and David Garza said the prayer.

ITEM 2 PROCLAMATIONS:

A) PROCLAMATION PROCLAIMING NATIONAL COMMUNITY DEVELOPMENT WEEK (GRANTS MANAGEMENT & COMMUNITY DEVELOPMENT)

Mayor Hernandez read proclamation proclaiming the week of April 17, 2017 to April 22, 2017 as National Community Development Week. Ruben Solis, Community Development Council member, received the proclamation.

Raul Garza, CDBG Director, thanked the Board for the proclamation and invited everyone to attend CDBG Day Celebration on Wednesday, April 19, 2017 at City Hall lobby area. He stated during this event the City of Pharr will give special thanks and recognition to all participants for their hard work and devotion to the low and moderate-income residents.

B) PROCLAMATION PROCLAIMING FAIR HOUSING MONTH (GRANTS MANAGEMENT & COMMUNITY DEVELOPMENT)

Mayor Hernandez read proclamation proclaiming the month of April 2017 as Fair Housing Month. Noel De Leon, Pharr Housing Authority Executive Director, accepted the proclamation.

ITEM 3 CITY MANAGER'S REPORTS: (CITY MANAGER'S ADMINISTRATIVE REPORTS AND DISCUSSION, IF ANY, WITH GOVERNING BODY. THE CITY MANAGER MAY ALSO ASSIGN A DESIGNATED SPOKESPERSON FOR ANY PARTICULAR LISTED TOPIC)

A) SUBMISSION OF FEBRUARY 2017 TAX COLLECTION REPORT (FINANCE)

B) SUBMISSION OF MARCH 2017 SALES TAX REPORT (FINANCE)

C) CITY EVENTS OF INTEREST (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the Tax Collection Report for February 2017 and stated both current and delinquent taxes were up. He then introduced the Sales Tax Report for March 2017 and stated sales tax were up. He also stated this was positive for the fiscal year.

Juan G. Guerra, City Manager, introduced the City Events of interest and reported a U.S. Small Business free informational seminar would be held at the Pharr Memorial Library on Thursday, March 30, 2017 from 10:00 a.m. to 11:30 a.m. He also reported a ribbon cutting for Big River Brewery would take place on Wednesday, April 12, 2017 at 4:00 p.m. at 505 W. Nolana.

Juan G. Guerra, City Manager, stated the Texas Department of Transportation would be holding an open house to present the proposed improvements for the Interchange at Interstate 2 and Interstate I-69 on Thursday, March 30, 2017 from 4:00 p.m. to 7:00 p.m. He stated the event would take place at the Boggus Ford Events Center and invited the public to attend. Lastly, he reminded everyone the Hub Phestival will take place on Saturday, March 25, 2017 starting at 2:00 p.m. to midnight and a cover charge of \$5.00 will be collected starting at 5:00 p.m.

ITEM 4 PUBLIC COMMENTS/PUBLIC HEARINGS:

A) PUBLIC COMMENTS: (ORDINANCE NO. O-2015-28)

Juan Guerra, City Manager, introduced the item.

Reynaldo Rey Flores spoke about the ambulance service and voiced his concern with current ambulance service not having MICU only ALS. He stated we needed the same service as provided in other cities and it is imperative to keep services with MICU as we had before.

At this time, Patricia Rigney, City Attorney, called upon Lenny Perez, Fire Chief to clarify concern. Chief Perez stated there was an error in the contract and it would be amended to include MICU Units.

Crisanto Garcia voiced his concern with dust issues at his property and stated something needed to be done as soon as possible. He also mentioned monies should be given to the police department to hire more police officers.

At this time, Mayor Hernandez, called upon Ruben Villescas, Police Chief, and asked, for clarification, if his department was under staffed. Chief Villescas responded no. He stated there were 132 authorized sworn positions and as per civil service contract approved two years ago, raises were given for the next three (3) consecutive years.

KC Fletcher stated some City of Pharr right-of-way areas between Minnesota and Owassa Road could be used as walking trails to attract nature tourism. He briefly mentioned he survived two heart attacks within six months and also requested MICU Units.

Jack Arnold, 810 W. Minnesota Road, thanked the City of Pharr for their vision and cooperation in conjunction with the school district for the construction of the Alan William Arnold Elementary School. Mr. Arnold went over the family history and stated the Arnold Family Citrus Farms located at Sugar Road and Nolana would be 100 years

old next year. He stated the Arnold Family encouraged and embraced successful development that benefits the citizens of Pharr. At this time, it was not their intention to develop the Arnold Family Farm but understands communication with the City of Pharr was essential and stated the family would like to develop a master plan for their citrus farm. He further voiced their concern with future development of their property and asked for consideration of their beautiful and green space.

Jose Martinez voiced his concern with a strip of land located in the drainage ditch that needed to be cleaned and cleared of brush. He suggested to keep the trees and to build a buffer fence to prevent noise.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: (ORDINANCE NO. O-2015-28)

Juan Guerra, City Manager, introduced the item.

KC Fletcher spoke about item L2, the new residential development, and stated native trees should be kept to support wildlife to attract eco-tourism such as birds and butterflies. He also mentioned restaurant staff did not wear their nametags.

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

A) APPROVAL OF MINUTES FOR MARCH 6, 2017 CITY COMMISSION REGULAR CALLED MEETING (ADMINISTRATION)

B) APPROVAL OF MINUTES FOR MARCH 13, 2017 CITY COMMISSION SPECIAL CALLED MEETING (ADMINISTRATION)

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2009-08, CHAPTER 50, ARTICLE III, AMBULANCES - 2ND READING (FIRE)

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-23 SECTION 18 OF THE CODE OF ORDINANCES, ADOPTING PROVISIONS RELATED TO TETHERING AND CONFINEMENT; QUARANTINED METHOD AND TESTING OF ANIMALS - 2ND READING (PUBLIC WORKS)

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING VICTOR PEREZ, PEDC II EXECUTIVE DIRECTOR, TO EXECUTE ANY CONTRACTS AND OTHER INSTRUMENTS ON BEHALF OF PHARR ECONOMIC DEVELOPMENT CORPORATION II

(PHARR ECONOMIC DEVELOPMENT CORPORATION II)

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT. (FINANCE)

G) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. MARGARET MARY CHURCH FOR CITY ASSISTANCE FOR THE RE-ENACTMENT OF THE WAY OF THE CROSS ON SUNDAY, APRIL 2, 2017 FROM 9:00 A.M. TO 10:30 A.M. (ADMINISTRATION)

H) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. MARGARET MARY CHURCH FOR CITY ASSISTANCE FOR THE RE-ENACTMENT OF THE WAY OF THE CROSS ON FRIDAY, APRIL 14, 2017 FROM 12:00 P.M. TO 1:00 P.M. (ADMINISTRATION)

I) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM U.S. CUSTOMS AND BORDER PROTECTION FOR THE USE OF THE BOGGUS FORD EVENTS CENTER ON TUESDAY, APRIL 4, 2017 FOR THEIR AWARDS AND RECOGNITION CEREMONY (EVENTS CENTER)

J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR TRAFFIC SIGNAL IMPROVEMENTS AT VETERANS BLVD./KELLY AVE. AND VETERAN'S BLVD./ELDORA ROAD (ENGINEERING)

K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR VEHICLE SERVICE CENTER SERVICES TO ASSIST CITY GARAGE (ADMINISTRATION)

L) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY OF PHARR TO PARTICIPATE IN OPERATION CLEAN SWEEP ON APRIL 25, 2017 IN COLLABORATION WITH THE CITIES OF MCALLEN, EDINBURG, SAN JUAN, ALAMO, MISSION, AND HIDALGO COUNTY PRECINCT 2 (PUBLIC WORKS)

PUBLIC HEARINGS:

1. RAUL FONG, D/B/A D'S PARADISE LOUNGE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST NEWCOMBE AVENUE (PARK). CUP#040213

2. SHAVI MAHTANI/DOMAIN DEVELOPMENT, REPRESENTING THE ALLEN AND LETITIA ARNOLD FAMILY PARTNERSHIP, REQUESTED A CHANGE OF ZONE FROM AN AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A

TRACT OF LAND CONTAINING 33.070 ACRES, MORE OR LESS, OUT OF LOT 87, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 5400 BLOCK OF NORTH SUGAR ROAD. COZ#170211

3. RENE CAMPOS, REPRESENTING PHARR-SAN JUAN-ALAMO ISD REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE IN A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 8, FORD'S SUBDIVISION AND ALL OF LOTS 1 AND 8, BLOCK 1, MCDANIEL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 325 WEST JONES AVENUE. CUP#170213

Juan G. Guerra, City Manager, introduced the item and recommended approval of the consent agenda.

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

Ordinance No. O-2017-11 and Resolution Nos. R-2017-22 and R-2017-23 are filed with the City Clerk's Office.

REGULAR AGENDA – OPEN SESSION:

ITEM 6 ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FOR PERMISSION TO BEGIN DESIGNING OPTIONS TO UPGRADE THE CITY SEAL (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and 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 CHANGE ORDER NO. 1 IN THE AMOUNT OF \$66,397.80 FOR THE PHARR INTERNATIONAL BRIDGE SEALED EXPANSION JOINT REPAIR (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended approval.

Comm. Medina voiced his concern with the metals being corrosive. Juan G. Guerra, City Manager, this was routine maintenance and the bridge was safe.

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

C) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PHARR CENTER CHURCH TO HOLD THEIR GOOD FRIDAY AT THE PARK EVENT ON FRIDAY, APRIL 14, 2017 FROM 5:00 P.M. TO 8:00 P.M. AT WILLIAM

**LONG ELEMENTARY/CITY PARK AT 1000 E. ELDORA ROAD
(ADMINISTRATION)**

Juan G. Guerra, City Manager, introduced the item. He explained the Church was requesting city resources, such personnel and equipment, for their event but employees would be off that date due to being a holiday. In addition, there was no proper planning and adequate parking as per Police Chief; therefore, staff was recommending denial.

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

ITEM 7 CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY OF PHARR POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SOUTH TEXAS COLLEGE POLICE DEPARTMENT (POLICE)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

Comm. Carrillo **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, ON CONTRACT WITH FABIAN PACHECO FOR THE FAILURE TO ATTEND PROJECT AT PSJA ISD AS THE PHARR POLICE DEPARTMENT SCHOOL RESOURCES ATTENDANCE LIAISON (POLICE)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

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

None.

ITEM 9 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION

None.

ITEM 10 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 20TH DAY OF MARCH 2017 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Public Works

DIRECTOR: Roy Garcia

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-23 Section 18 of the Code of Ordinances, adopting provisions related to Tethering and Confinement; Quarantined Method and Testing of Animals. - ***3rd & Final Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-23 for tethering and Confinement; and Quarantine Method and Testing of an animal.

Financial Consideration: None.

Staff Recommendation: Adopting the Health and Safety Code rules and regulations from the State of Texas. Highlight: Amending the tethering of an animal unless it meets the exemption identified in the Health and Safety Code Section 821.078.

Alternatives:

ROUTING:

Imelda Barrera
Imelda Barrera

Created/Initiated - 03/27/2017
Final Approval - 03/27/2017

MEMORANDUM

DATE: February 27, 2017

TO: Juan G. Guerra, City Manager

FROM: Roy Garcia, Public Works Director

Handwritten initials "OK" inside a circle.

SUBJECT: Ordinance Amendment Section 18: Animals

ITEM:

Consideration and action, if any, on Ordinance amending Ordinance No.0-2015-23 for Tethering and Confinement; and Quarantine Method and Testing of an animal. (First Reading)

FINANCIAL CONSIDERATION:

None

STAFF RECOMMENDATION:

Adopting the Health and Safety Code rules and regulations from the State of Texas. Highlight: Amending the tethering of an animal unless it meets the exemption identified in the Health and Safety Code Section 821.078.

Staff recommends approval.

ORDINANCE NO. 0-2017-_____

AN ORDINANCE AMENDING AND SUPERSEDING ORDINANCE NO. 0-2015-23 SECTION 18 OF THE CODE OF ORDINANCES; ADOPTING PROVISIONS RELATED TO TETHERING AND CONFINEMENT; QUARANTINED METHOD AND TESTING; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE; PROPER NOTICE OF MEETING; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the community has over the years urged that the image of the City of Pharr and its citizenry be improved by focusing on problem solving and the diverse exchange of ideas;

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self government, and shall all powers granted by law, constitution, and ordinance;

WHEREAS, pursuant to Texas Local Government Code section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, pursuant to the Texas Constitution, article XI, section 5, and Texas Local Government Code section 51.072, the City, as a home-rule municipality, has full power of local self government; and

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

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| Sec. 4. | Unlawful to harbor, feed or care for animals on city property. Unlawful to raise, keep, pen or harbor of domesticated animals in city limits. Prohibiting of wild animals in city limits. City's presence on private property. |

- Sec. 5. Animal Permit Application and fees.**
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SECTION 1. DEFINITIONS.

The following words, terms and phrases, when used in this Ordinance shall have the following meanings, except where the context clearly indicates a different meaning:

Altered means spayed or neutered.

Animal Shelter means a facility that keeps or legally impounds stray, homeless abandoned, or unwanted animals.

Cat means either a male or female animal of the feline species, whether altered or not.

Designee means, with reference to animal control personnel of the Pharr Public Works Department, any person or entity authorized to exercise any authority assigned by administrative personnel under this Ordinance which may include any regional entity and any veterinarian.

Dog means either a male or female animal of the canine species, whether altered or not.

Feral animal means an animal that is wild, untamed, endangered, or has no ascertainable owner. It shall be reputably presumed that a cat or dog not bearing a current license tag as required by Section 2(i) has no ascertainable owner and is a feral cat or dog.

Fowl means, any various bird widely domesticated (duck, goose, turkey, pheasant, chicken, turkey, etc.).

Intact means not spayed or neutered.

Kennel means any permanent or temporary enclosure erected for the purpose of confining a dog.

Livestock means, any widely domesticated animal (horse, cattle, pig, sheep, goat, etc.)

Owner means any person who owns an animal that is within the limits of the city.

Owner's premises means any lot, tract or parcel of land, whether or not under common ownership, including all buildings thereon and appurtenances, which are owned or leased by an owner, as well as any vehicle, travel trailer, or motor home owned or leased by an owner.

Pet means any domestic animal kept for any reason other than utility.

Pet shop means any place where pets are sheltered, enclosed or grouped for wholesale or retail sale.

Run at large means to be free of physical restraint beyond the boundaries of the owner's premises. When controlled by a leash held by a competent person a dog or cat shall not be deemed to be running at large. Fixed length leashes shall not exceed 12 feet in length. Retractable leashes shall be lockable at 6 feet and shall not exceed 25 feet in total length. A dog or cat that is free of physical restraints within the confines of an animal park and in compliance with park regulations shall not be deemed to be running at large.

Stray is an animal running at large and without an ascertainable owner. It is a rebuttable presumption that a cat or dog without a current license tag as required by Section 2(i) has no ascertainable owner.

Wild Animal means, any animal from a natural, undomesticated state (lion, tiger, ape, bear, wolf, etc.)

SECTION 2. CATS AND DOGS; LICENSE AND VACCINATION REQUIRED; FEES; FEE EXEMPTIONS AND DISCOUNTS.

- (a) Owners of dogs or cats four (4) months of age or older are required to have each currently licensed as provided in this Ordinance.
- (b) No license shall be issued under this Ordinance unless the application is accompanied by a certificate from a veterinarian licensed to practice in any state or territory of the United States, showing that the animal for which the license is sought has a current rabies vaccine. Any licensed animal shall be issued a metallic tag, having stamped thereon the year of issuance and the number corresponding to the number on the certificate.
- (c) The initial license shall be valid for one year, upon the expiration of which, and provided a three-year licensed vaccine is administered, a three-year renewal license may be issued, the application must be accompanied by a certificate from a veterinarian licensed in Texas, showing that the animal received a booster within one year of receiving the first vaccination. Subsequently, renewal license applications must be accompanied by similar certificates showing that the vaccination against rabies is current. The renewal license shall be valid for up to three years but not beyond the currency of the animal's vaccination.
- (d) If adequate and sufficient proof is presented that a cat or dog entering into the City has current vaccinations, then may a license be issued with its term pro-rated.
- (e) Cat and dog licenses shall be issued by the animal control officer or designee

upon compliance with the requirements of this Ordinance and payment of the required fees. The initial license fee for dogs and cats shall be \$10.00, and fees for subsequent 3-year renewal licenses shall be \$30.00. License fees may be collected, and the license certificate and metallic tag delivered to the pet owner by veterinarians administering the vaccines, provided they have registered with and been designated by an animal control officer, use the forms required by the animal control officer, and follow such regulations as may be established by the animal control officer regarding the collection and transmittal of such fees and the delivery of license certificates and tags. Designated veterinarians shall be entitled to a processing fee of \$1.00 per license issued.

- (1) Law enforcement, assistance, and service dogs must comply with the vaccination and licensing requirements but shall be exempted from payment of the license fee.
 - (2) The fee for altered cats and dogs shall be one-half the regular fee if, at the time such fee is paid, proof is presented that the animal has been altered. Upon the filing of an application within 60 days of issuance of the license, with sufficient proof that the animal is altered, a pet owner who was unable at the time of issuance to prove the animal was altered shall be reimbursed one-half of the fees. A certificate issued by a veterinarian licensed in the State of Texas will be sufficient proof. An animal shall be reputably presumed to be intact if the owner does not provide adequate and sufficient proof that it has been altered.
- (f) Prior to the issuance of a cat or dog license, pet owners applying for the same other than through the vaccinating veterinarian must present a certificate from a veterinarian licensed in any state or territory of the United States showing the animal has been vaccinated for rabies in compliance with the requirements of this Ordinance, and must apply on such form as may be required by an animal control officer. The owner shall state their name, address, and telephone number along with the breed, color, age, name, and sex of the dog or cat to be licensed.
 - (g) Upon payment of the license fee, if applicable, and compliance with vaccination and all other applicable requirements and conditions of this Ordinance, a license certificate and a metallic tag shall be issued for the licensed animal.
 - (h) The animal license tag issued shall not be transferable from one dog or cat to another and it shall be unlawful for the owner or person having control over or custody of any dog or cat to transfer such license tag from the dog or cat for which such tag was issued to any other dog or cat.

- (i) Every person having ownership of a dog or cat for which a license is required under this Ordinance must ensure that the license tag is worn by the animal at all times whenever it is outside its owner's premises.
- (j) Every dog and/or cat, and every dog and/or cat owner, temporarily in the city for a period of no more than 60 days, and which dog and/or cat has been vaccinated as required by the laws of the regular domicile of the dog and/or cat or its owner, shall be exempted from the license and tag requirements of this division; provided, that any such dog or cat shall at no time be permitted to run at large or to remain unattended and shall be free from disease. The burden of proof shall be upon any dog and/or cat owner charged with violation of this division to establish the fact that he has well and truly complied with the laws of his domicile or regular place of residence.
- (k) In any prosecution under this Ordinance it shall be reputably presumed that at the time of the alleged offense an animal was not currently vaccinated, and that no valid license had been issued for the animal, unless it was wearing a valid license tag issued pursuant to this section.

SECTION 3. UNVACCINATED DOGS OR CATS ARE A NUISANCE.

When not confined on the owner's premises, any dog or cat found in or within 5,000 feet of the City's corporate limits, except where such distance lies in an incorporated area of another city, that is found without a current tag issued as required in Section 2(b), shall be reputably presumed to be unvaccinated and is hereby declared to be a nuisance. An animal control officer or designee is hereby authorized pursuant to impound any such dog or cat. The owner shall be notified of the impoundment in a manner similar to that required by Section 15. Such animal may not be released unless its owner furnishes proof of vaccination and licensing or shall cause the animal to be vaccinated and licensed. If within days of service of notice to the animal's owner does not claim such animal and fully comply with the requirements of this division then the animal may be humanely disposed of in accordance with the procedures of the animal control officer or designee.

SECTION 4. UNLAWFUL TO HARBOR, FEED OR CARE FOR ANIMALS ON CITY PROPERTY. UNLAWFUL TO RAISE, KEEP, PEN OR HARBOR OF DOMESTICATED ANIMALS IN CITY LIMITS. PROHIBITING OF WILD ANIMALS IN CITY LIMITS. CITY'S PRESENCE ON PRIVATE PROPERTY

(a) It is unlawful for any unauthorized person to regularly or routinely harbor, feed, care for or provide any form of sustenance to an animal on city property or right-of-way.

(b) It shall be unlawful for any person to raise, keep, pen or harbor any domestic fowl, livestock, or feral animal, or other endangered species upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building,

hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

(c) City prohibits any and all undomesticated wild animals in its limits; or otherwise as stated in Section 5 of this ordinance

(d) Unless entry is necessary for the enforcement of the provisions of this ordinance, city personnel will not be responsible for entrance upon private property for the removal or care of any animal, fowl, reptile, or insect including but not limited to bees.

SECTION 5. ANIMAL PERMIT APPLICATION; FEES

- (a) Animal permit application shall be obtained for the use of a pet shop, pet store, grooming shop, livestock, dangerous/vicious dog; Any and all permits shall be renewed annually
- (b) Animal permit application shall be obtained for *special events*- circus, rodeo, animal show, petting zoo, animal exhibit, dangerous wild animal, temporary zoo.
- (c) Animal permit applications for special events shall be submitted at least 20 days before permit is needed and is to be terminated immediately after event.
- (d) Animal permit fee shall be \$150.00 and permittee agrees to the inspections provided for in this section.

SECTION 5. SALE OF PETS; PET SHOP PERMIT REQUIRED; PROHIBITIONS; APPLICATION; FEES; INSPECTIONS; REQUIREMENTS; REVOCATION; EXCEPTIONS.

- (a) It shall be unlawful for any person to maintain or operate a pet shop without a permit. Application for a pet shop permit shall be on a form prescribed by the animal control officer or designee, provide such information as the animal control officer or designee shall require, and specify the number and type of animals to be maintained. It shall be unlawful to maintain more animals or types of animals than allowed by such permit.
- (b) It shall be unlawful to sell or to allow the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location. No pet shop permit shall be issued for the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location.
- (c) It shall be a condition of the issuance of pet shop permits that the permittee agrees to the inspections provided for in this section. The application fee shall be \$150. Pet shop permits shall be annually renewable.
- (d) Pet shop premises shall be inspected by an animal control officer or designee prior to the issuance of any permit, and the same shall be subject to random inspections as well as to inspections based on complaints.

- (e) Pet shops shall be kept and maintained in a clean manner, free from odors detectable at or near neighboring property.
- (f) Pet shops shall be constructed and maintained in accordance with this ordinance and all applicable state law regulating pet shops and/or the sale of pets, as the same may hereafter be amended from time to time.
- (g) Pet shop permits are subject to revocation by an animal control officer or designee, for failure to operate the same in accordance with this ordinance and all applicable state laws.
- (h) It shall be unlawful to transact a sale of any offspring of an owner's pet or other animal upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building, hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

SECTION 6. ANIMAL SHELTER; CITY OF PHARR

- (a) Animal shelter shall comply with the standards under the Health and Safety code Title 10. Health and Safety of Animals for:
 - 1. Housing and sanitation existing on September 1, 1982, and adopted under Chapter 826; and
 - 2. Animal control officer training adopted under Chapter 829
- (b) Animal shelter shall separate animals in its custody at all times by species, by sex (if known), and if the animals are not related to one another, by size.
- (c) Animal shelter may not confine healthy animals with sick, injured, or diseased animals.
- (d) Each person who operates the animal shelter shall employ a veterinarian at least once a year to inspect the shelter to determine whether it complies with the requirements of Chapter 823 and 829 "Animal Shelters" of the Health and Safety Code.
- (e) Personnel operating the animal shelter shall keep records of the date and disposition of animals in its custody, and make the records available for inspection at reasonable times.
- (f) All stray or running at large live animals will be held for a period of 72 hours at city animal shelter before transferred to Palm Valley Animal Center.
- (g) Advisory Committee;
 - 1. The city shall appoint an advisory committee to assist in complying with the requirements of Chapter 823. Animal Shelters of the Health and Safety Code.
 - 2. Advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties

include the daily operation of an animal shelter, and one representative from an animal welfare organization.

3. The advisory committee shall meet at least three times a year.

- (h) An S.O.P.- Standard Operating Procedure shall be established in accordance with this section and administered all times while operating the animal shelter.
- (i) Associated fees for the shelter are as follows;
 - 1. Boarding/Feeding: \$20.00 daily
 - 2. Critical Care: (Veterinarian to charge city and city will charge owner).
 - 3. Quarantine Charge: \$150.00 (10 days)
 - 4. Rabies Vaccination: if no proof, \$50.00 deposit is required and returned with proof after discharge
 - 5. Flea Dip: \$15.00 per animal
 - 6. City License: Section 2 of this ordinance shall apply

SECTION 7. ANIMALS RUNNING AT LARGE (LEASH LAW); HYGIENE; PUBLIC AREAS AND EVENTS.

(a) It shall be unlawful to allow any animal, including but not limited to livestock, dogs, or cats, and fowl to run at large within the city. An animal control officer or designee is hereby granted the authority to pick up and cause to be impounded any animal found running at large in the city. The impoundment notice and hearing procedures of this Ordinance shall apply in the case of any such animal.

(b) The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public property, walks, recreation areas or the property of others.

(c) All owners at all times shall restrain their animals with a leash or within a building or adequate fence.

(d) It shall be unlawful for any person to take any animal, whether under a leash or allowed to run at large, upon any city-owned or controlled park or recreational facility at any time during an organized event, athletic activity, or practice. The event, activity, or practice need not be sponsored or organized by the City for a violation to occur. At any other time in which an animal is not prohibited upon any city-owned or controlled park or recreational facility, it shall be unlawful for any person to take any animal upon any city owned or controlled park or recreational facility that proximately results in an unclean, unsafe, and/or filthy environment or condition.

(e) It shall be an affirmative defense to prosecution that the animal has been brought upon the premises of a park or recreational facility during the periods prohibited under this section as a legitimate accommodation of a person's handicap such that the same would be covered under the Americans with Disabilities Act.

SECTION 8. TETHERING AND CONFINEMENT

DEFINITIONS. In this subchapter:

- 1) "Collar" means any collar constructed of nylon, leather, or similar material,

- specifically designed to be used for a dog.
- 2) "Owner" means a person who owns or has custody or control of a dog.
 - 3) "Properly fitted" means, with respect to a collar, a collar that measures the circumference of a dog's neck plus at least one inch.
 - 4) "Restraint" means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.
- (a) An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:
- 1) between the hours of 10 p.m. and 6 a.m.;
 - 2) within 500 feet of the premises of a school; or
 - 3) in the case of extreme weather conditions, including conditions in which:
 - i. the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - ii. a heat advisory has been issued by a local or state authority or jurisdiction; or
 - iii. a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.
- (b) In this section, a restraint unreasonably limits a dog's movement if the restraint:
- 1) uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
 - 2) is a length shorter than the greater of:
 - i. five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - ii. 10 feet;
 - 3) is in an unsafe condition; or
 - 4) causes injury to the dog.
- (c) Any confinement of a dog shall be secure, whether indoors or outdoors. If outdoors, the dog shall be confined in an enclosed and locked kennel. Kennels, whether indoors or outdoors, must be large enough for a dog to comfortably have shelter from the elements, provide at all times access to shade and water, allow a reasonable amount of space for movement, and a place to eliminate body waste. Kennels must have minimum dimensions of five feet by ten feet and must have secure sides and, if outdoors, a secure top attached to the sides in order to make it escape proof. If a concrete slab floor or patio block floor over sand is not provided for an outdoor kennel, the bottom must be wire fencing or similar material that is secured to the sides, and otherwise the sides must be embedded into the ground no less than two feet. All kennels must be adequately lighted and kept clean and sanitary. The dog shall be taken out of the kennel daily for training, playtime, exercise, and attention.

EXCEPTIONS. Section does not apply to:

- (a) a dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;

- (b) a dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
- (c) a dog restrained for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
- (d) a dog restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
- (e) a dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
- (f) a dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

SECTION 9. ANIMAL NOISE LEVEL.

It shall be unlawful to keep any animal in the city which by loud, frequent or habitual barking or howling shall cause annoyance and/or disturb the peace and quiet of any person. Any such person who believes that there has been a violation of this section shall have the right, and it shall be his duty, to file a complaint against the owner or keeper of such dog in the Municipal Court of the city, whereupon a hearing within a reasonable time thereafter shall be held and a determination made as to whether such alleged loud, frequent or habitual barking annoyed and disturbed the peace of such person; and if so, the Court may thereupon declare such loud barking or howling dog to be a public nuisance and order such dog to be picked up, impounded and/or destroyed, or the owner to be fined as provided

SECTION 10. VICIOUS ANIMAL DECLARATION.

- (a) *Vicious animal* means any animal:
 - (1) with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of human beings or domestic animals;
 - (2) which, without provocation, has attacked or injured a human being or domestic animal.
 - (3) owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting;
 - (4) which, without provocation, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack; or
 - (5) which has behaved in such a manner that the owner thereof knows or should reasonably know that the animal is possessed of tendencies to attack or to bite human beings or other animals.
- (b) If an animal control officer or designee has cause to believe that an animal is vicious as defined in subsection (a) hereof, the animal control officer or designee

- shall so find and declare that animal a vicious animal.
- (c) No animal may be declared vicious for injury or damage sustained by a person who was committing a willful trespass or other tort upon the premises of the animal's owner.
 - (d) No animal may be declared vicious for injury or damage sustained by a person who was teasing, tormenting, abusing or assaulting the animal.

SECTION 11. VIOIOUS ANIMAL DECLARATION—NOTICE AND ORDER.

- (a) Within five days of declaring an animal vicious, an animal control officer or designee shall notify the animal's owner in writing of the declaration by personal service. In the alternative, service may be by certified mail and by posting on the animal owner's property, in which case service of shall be deemed completed upon mailing. The notice shall:
 - (1) identify the requirements and conditions for maintaining a vicious animal as set forth in Section 13;
 - (2) order the owner to immediately comply with the confinement and other requirements of that section; and
 - (3) advise of the owner's right to a hearing under Section 12.
- (b) If the animal owner's identity cannot otherwise reasonably be ascertained, it shall be reputably presumed that its owner is the owner of the property where it was located. In the case of stray animals an attempt to notify the owner is not necessary. If within five days of service of the notice and order there is failure to comply with the requirements and conditions for maintaining a vicious animal, an animal control officer or designee may order the impoundment and destruction of the animal, pursuant to Section 14, and if applicable, comply with the notice and hearing requirements of Section 17.

SECTION 12. VIOIOUS ANIMAL DECLARATION—HEARING.

- (a) The owner of an animal declared vicious shall have the right, within five days after service of the notice under Section 11, to personally serve upon the animal control officer, designee, or an employee of the Pharr Public Works Department written request for a hearing to contest the vicious animal declaration. The animal control officer or designee shall immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.
- (b) The hearing under this section shall be before a Municipal Judge of the City and shall be formal, and strict rules of evidence shall apply. The owner may be represented by counsel, present oral and written evidence, and cross examine witnesses.

- (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.
- (d) The Municipal Judge may uphold the vicious animal declaration, in which event the owner shall comply with all of the requirements and conditions for keeping a vicious animal as set forth in Section 13 or may unconditionally release the animal to its owner.
- (e) The decision of the Municipal Judge on the vicious animal declaration shall be final.

SECTION 13. REQUIREMENTS FOR KEEPING VICIOUS ANIMAL.

The owner of a vicious animal shall be subject to the following requirements:

- (a) **Confinement.** All vicious animals shall be securely confined upon the premises of the owner indoors or outdoors in an enclosed and locked kennel. Confinement shall comply with the provisions of Section 8(C).
- (b) **Leash and muzzle.** The owner of a vicious animal shall not allow the animal to go outside its kennel unless the animal is muzzled, restrained by a chain or leash not more than four feet in length, and under the physical control of a person. The muzzle must not cause injury to the animal or interfere with its vision or respiration, but must prevent the animal from biting any human or animal.
- (c) **Signs.** The owner of a vicious animal shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious animal on the premises. The sign lettering must be at least two inches high. The owner shall also display either separately or in conjunction with the warning sign, a pictorial, symbolic or illustrative sign that conveys to children and those who do not read the idea of the presence of a vicious animal. Similar signs shall be posted on the animal's kennel, if any, in such a manner as to be clearly visible.
- (d) **Insurance.** The owner of a vicious animal must provide proof to an animal control officer or designee that the owner has procured public liability insurance of at least \$100,000.00, insuring the owner for any damage or personal injury which may be caused by such owner's vicious animal.

SECTION 14. VIOLATIONS—IMPOUNDMENT OF ANIMALS.

- (a) It shall be the duty of an animal control officer or designee, and in compliance with any procedural requirements in Ordinance, to seize and deliver to the designated animal center any and all animals, including livestock, poultry or fowl, dogs or cats, found in violation of the provisions of this Ordinance.

- (b) Subject to any limitation or requirement in this Ordinance to the contrary, and provided an animal control officer consents, the owner of any animal impounded under the provisions of this Ordinance may claim such animal after paying any applicable impoundment fee to the designated animal center and otherwise following their rules and regulations.
- (c) No impounded cat or dog shall be released unless proof is presented that the animal is in compliance with this Ordinance vaccination and licensing requirements.
- (d) Whenever an owner has had two prior impoundments of any animal it shall be a condition of the release of any subsequently impounded animal owned by that person that such animals shall be altered.

SECTION 15. IMPOUNDMENT FOR DESTRUCTION.

- (a) An animal control officer or designee may order the impoundment for destruction of an animal only when the animal:
 - (1) has attacked, bitten or injured a human being or domestic animal and the circumstances indicate that there is a probability of additional similar conduct by such animal,
 - (2) has been declared a vicious animal pursuant to Section 10 and, if applicable, Section 11, and the owner, if any is ascertainable, has failed to comply with the requirements and conditions for keeping a vicious animal as defined provided in Section 13, or
 - (3) poses a threat of serious harm to the public health or safety.
- (b) Any animal impounded for destruction under the provisions of this section may be claimed by its owner only with an order issued by the Municipal Court after a hearing pursuant to Section 17, and in compliance with any conditions of such an order.

SECTION 16. NOTICE OF IMPOUNDMENT FOR DESTRUCTION.

Within two days of any impoundment for destruction under this Ordinance, an animal control officer or designee shall notify the animal's owner in writing of the impoundment, by personal service acknowledged in writing by the owner or certified by the server. In the alternative, service may be by certified mail and by posting on the animal owner's property. The notice shall advise of the owner's right to a hearing under Section 17. Service of notice shall be deemed completed upon mailing. In the case of stray animals an attempt to notify the owner is not necessary.

SECTION 17. IMPOUNDMENT FOR DESTRUCTION—HEARING.

- (a) The owner of an animal impounded for destruction shall have the right, within five days after service of the notice under Section 16, to personally serve upon an animal control officer, designee, or any police officer a written request for a hearing to contest the impoundment. An animal control officer or designee shall

- immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.
- (b) The impoundment hearing shall be informal, and strict rules of evidence shall not apply. The owner may be represented by counsel, present oral and written evidence and cross examine witnesses.
 - (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.
 - (d) After considering all of the relevant evidence, the Municipal Judge may order the destruction of the impounded animal or may release the animal to its owner, conditional on the owner complying with the requirements for keeping a vicious animal as set forth in Section 13 and/or complying with any other requirements necessary to protect the public health or safety, or may unconditionally release the animal to its owner. The Municipal Judge may in any event make the animal's release conditional upon the owner's payment to the designated animal center of the costs of impoundment and boarding.
 - (e) If after proper notice the owner of an animal impounded under this Ordinance fails to appear at a hearing or fails to request a hearing, the animal may be destroyed.

SECTION 18. CRUELTY TO ANIMALS PROHIBITED.

- (a) It is unlawful for anyone to beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- (b) It is unlawful for anyone to breed or train an animal for fighting with any other animal.
- (c) Failure to provide acceptable standards of housing and care constitutes animal cruelty.
- (d) It is unlawful for anyone to intentionally or knowingly leave a pet in a motor vehicle for longer than five minutes, knowing that the animal is not attended by an individual in the vehicle who is 14 years of age or older.
- (e) This section is not intended to contravene the provisions for animal cruelty contained in the Texas Penal Code.
- (f) It shall be unlawful to raise, keep or pen any livestock or any type of reptiles upon any premises within the city.

SECTION 19. PETS RIDING IN MOTOR VEHICLES.

It is unlawful to have any pet ride in a motor vehicle, except if it is humanely confined in an enclosed carrier, or the entire vehicle's doors are closed and all windows are raised, or it is securely tethered in a way which humanely precludes their ability to jump off or fall from the vehicle.

SECTION 20. QUARANTINE METHOD AND TESTING

- (a) When a dog, cat, or domestic ferret that has bitten a human has been identified, the

custodian will place the animal (regardless of its vaccination status) in quarantine as defined in the Texas Health and Safety Code, §826.002, until the end of the 10-day observation period. The animal must also be quarantined if there is probable cause to believe that it has otherwise exposed a human to rabies. The observation period will begin at the time of the exposure. The animal must be placed in a department-licensed quarantine facility specified by the local rabies control authority and observed at least twice daily. However, the local rabies control authority may allow the animal to be quarantined in a veterinary clinic. As an alternative to quarantine at a department-licensed facility or a veterinary clinic, the local rabies control authority may allow home confinement. To allow home confinement, the following criteria must be met.

(1) A secure enclosure approved by the local rabies control authority must be used to prevent escape.

(2) The animal has been vaccinated against rabies and the time elapsed since the most recent vaccination has not exceeded the manufacturer recommendations for the vaccine. If an unvaccinated animal is not over 16 weeks of age at the time of the potential exposure, it may be allowed home confinement.

(3) During the confinement period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted.

(4) The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the home confinement.

(5) The animal was not a stray as defined in the Texas Health and Safety Code, §826.002, at the time of the potential exposure.

(b) If the potential rabies exposure described in subsection (a) of this section occurs in a city or county other than where the animal's custodian resides, the animal may be transferred to a department-licensed quarantine facility or a veterinary clinic in the city or county of the custodian's residence or allowed home confinement, if applicable, if there is mutual agreement to do so between the local rabies control authorities for the city or county where the exposure occurred and where the custodian resides.

(c) The alternative to quarantining (to include home confining) a dog, cat, or domestic ferret that has bitten or otherwise potentially exposed a person to rabies as described in subsection (a) of this section is to have the animal euthanatized in such a manner that the brain is not damaged and a suitable specimen submitted to a department-designated laboratory for rabies testing. A list of department-designated laboratories may be found on the department's website or may be obtained from any of the department's regional Zoonosis Control offices.

(d) A domestic animal that has potentially exposed a human to rabies and has been designated by the local rabies control authority as unowned may be euthanatized. If the animal is euthanatized, a suitable specimen shall be submitted for rabies testing.

(e) "Free-roaming animals" as used in this section includes animals that have been in captivity less than 200 days immediately prior to the potential exposure and those that are not in captivity. If the animal implicated in the potential exposure is a free-roaming high-risk animal, it shall be euthanatized and a suitable specimen submitted for rabies testing. If the animal implicated in the potential exposure is a high-risk animal that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure or is less than 200 days old, has always been in captivity without contact with free-roaming animals, and is the progeny of a dam that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure, the local rabies control authority shall conduct a risk assessment to gauge the probability that the animal could have been exposed to rabies and, therefore, poses a public health risk. If the probability that the animal implicated in the potential exposure could have had animal contact conducive to rabies transmission is low and the potential exposure poses a negligible public health risk, the local rabies control authority may require that the animal involved in the potential exposure be quarantined at a department-licensed quarantine facility or a veterinary clinic or confined elsewhere as deemed appropriate by the local rabies control authority for a 30-day observation period as an alternative to euthanatizing and testing. The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the quarantine or confinement that was deemed appropriate by the local rabies control authority.

(f) If the animal implicated in the potential exposure is a low-risk animal, neither quarantine nor rabies testing will be required unless the local rabies control authority has cause to believe the animal is rabid, in which case it shall be euthanatized and a suitable specimen submitted for rabies testing.

(g) The local rabies control authority may require an animal that has inflicted multiple bite wounds, punctures, or lacerations to a person to be euthanatized. If the animal is euthanatized, a suitable specimen shall be submitted for rabies testing.

(h) If the animal implicated in the potential exposure is not included in subsection (a), (b), (c), (d), (f), or (g) of this section or the portion of subsection (e) of this section pertaining to a free-roaming high-risk animal, the animal either will be euthanatized and a suitable specimen submitted for rabies testing or the local rabies control authority may require the animal to be quarantined at a department-licensed quarantine facility or a veterinary clinic or confined elsewhere as deemed appropriate by the local rabies control authority for the 30-day observation period as an alternative to euthanatizing and testing. The local rabies control authority's decision on whether to quarantine or euthanatize and test those other animals described in subsection (e) of this section will be determined by risk-assessment parameters as described in subsection (e) of this section. If the potential rabies exposure occurs in a city or county other than where the animal's custodian resides, the animal may be transferred to a department-licensed quarantine facility or a veterinary clinic in the city or county of the custodian's residence or allowed confinement deemed appropriate if there is mutual agreement to do so between the local rabies control authorities for the city or county where the exposure occurred and where the custodian resides. During the observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted. The local rabies control

authority or a veterinarian must observe the animal at least on the first and last days of the quarantine or confinement that was deemed appropriate by the local rabies control authority.

(i) Any animal required to be quarantined under this section that cannot be maintained in secure quarantine shall be euthanatized and a suitable specimen submitted for rabies testing.

(j) All laboratory specimens referred to in subsections (c) - (i) of this section shall be submitted in accordance with §169.33 of this title (relating to Submission of Specimens for Laboratory Examination).

(k) At the discretion of the local rabies control authority, assistance animals may not be required to be placed in quarantine (to include confinement) during the observation period. During the applicable observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted. The local rabies control authority or a veterinarian must observe the animal at least at the beginning and on the last day of the applicable observation period.

(l) Police service animals are exempted from quarantine per the Texas Health and Safety Code, §826.048, including confinement. During the applicable observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted.

(m) Animals should not be vaccinated against rabies or receive other vaccinations or non-essential medications that may complicate assessment of behavioral change or health status during the observation period; however, animals may be treated for medical problems that are diagnosed by a veterinarian and are not related to rabies. If the animal becomes ill during the observation period, the local rabies control authority must be notified by the person having possession of the animal.

SECTION 21. ENFORCEMENT.

(a) An animal control officer or designee is hereby granted the authority and it shall be their duty to carry out the functions of, and to enforce the provisions of this Ordinance.

(b) Should any person or business commit a nuisance, or allowed the commission of any act or condition that creates a nuisance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate and remove a nuisance. These actions may include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr, and any and all other relief as may be necessary.

SECTION 22. PENALTY FOR VIOLATION.

(a) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator

shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein.

- (b) Any person found guilty of the violation of any provision of this Ordinance shall be punished as follows:

First violation involving an altered animal	\$ 50.00
First violation involving an intact animal	\$100.00
Second violation involving an altered animal	\$100.00
Second violation involving an intact animal	\$200.00
Violations after second involving an altered animal	\$200.00
Violations after second involving an intact animal	\$400.00

- (b) In addition to the fine specified in subsection (a) hereof, the Municipal Court shall sentence owners, at their own cost, to complete a Responsible Owner Course every time they are found guilty after a first violation.
- (c) In the event the Municipal Judge allows community service in lieu of or in addition to the imposition of a fine, whenever possible such community service shall be served at an animal shelter or similar institution.
- (d) Prior to sentencing in the case the owner of an intact animal is found guilty of or pleads no contest to a violation of a provision in this Ordinance, if the defendant represents that the animal will be altered, the Municipal Court may reset the sentencing, but only once and for no more than 60 days, for the purpose of allowing the defendant to present sufficient proof that the animal was altered after the finding of guilt or entry of the plea of no contest. Upon presentation of such proof the fines imposed pursuant to this section shall be reduced by one-half.

SECTION 23: SAVINGS CLAUSE.

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 24: SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed.

SECTION 25: EFFECTIVE DATE; PUBLICATION.

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.

SECTION 26: PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2017. CITY OF PHARR

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2017. CITY OF PHARR

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: March 29, 2017

MEETING DATE: April 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2009-08, Chapter 50, Article III, Ambulances. - ***3rd & Final Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Most of this Article was last revised in 2000. The City has seen an increase of ambulances traffic within the City of Pharr with no way of assuring that the Ambulance Companies maintain the State minimum requirements for these type of services. These revisions will allow the City to issue permits to those ambulances operating within our City limits and give authority to inspect those ambulances are equipped to service our citizens.

Financial Consideration: This has a potential of bringing extra revenue to the city of about \$2,000 a year to offset the inspection and issuance of permits. Any ambulance service not having a permit will stand to be fined up to \$1,000 if operating within the City of Pharr.

Staff Recommendation: We recommend approval of the ordinance to help better manage those ambulances operating within city limits to ensure that the citizens are getting the care that is required by the State. This would give us a potential revenue to secure more advance training and equipment.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Leonardo Perez
Patricia Rigney
Edward Wylie
Juan Guerra

Created/Initiated - 03/29/2017
Approved - 03/29/2017
Approved - 03/29/2017
Approved - 03/29/2017
New -

ORDINANCE NO. O-2017-__

AN ORDINANCE AMENDING CHAPTER 50 ARTICLE III OF THE CITY CODE OF
ORDINANCE REGULATING EMERGENCY AMBULANCE SERVICE IN THE CITY OF
PHARR; PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES,
PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND
PROVIDING FOR AN EFFECTIVE DATE

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

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) meets the requirements of a basic life-support emergency medical services vehicle;~~
 - (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) **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.
- (d) **City** means and refers to the City of Pharr, Texas, and its City limits, including its extraterritorial jurisdiction.
- (e) **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.

- (f) **Emergency call** 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.
- (g) **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.
- (h) **Emergency medical service advisory designee (EMSAD)** means the individual (normally the fire chief or his designee) authorized to oversee the operation of the ambulance service system and the performance of the awarded company under the terms of the contract.
- (i) **Emergency service** means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.
- (j) **Licensee** means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.
- (k) **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 has qualified personnel to render such services 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.
- (l) **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").

(m) Transport Service shall include:

1. Shall include ~~the~~ non-emergency pickup and delivery within the limits of the city ~~and its ETJ of sick, 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 a 9-1-1 (assisting the city contracted ambulance company). 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 CITY LICENSE REQUIRED.

It shall be unlawful for any person to engage in furnishing emergency or non-emergency service within the city by operating or driving or causing to be operated or driven an emergency or non-emergency ambulance upon the public streets of the city without first having obtained a license, which shall be prominently displayed on the rear driver side of the ambulance, as hereinafter provided. An exception shall be made on emergency services furnished for calls originating outside the city. Air ambulance companies are exempted from licensing requirements of this chapter.

It shall be an affirmative defense to any prosecution brought under this section that the emergency ambulance service in question was provided in response to a call or request from a private citizen or specifically requested by an officer or employee of the city.

SEC. 50.88 APPLICATION FOR LICENSE.

Applications for licenses under this division shall be made to the city manager or his designee and shall contain the following:

- (1) The name and address of the owner(s) of the ambulance service.
- (2) 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.
- (3) 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.
- (4) The location and description from which the ambulance(s) will operate within the service delivery districts.
- (5) The number and description of the ambulance(s), including photos, the make, model, year of manufacture, state license number for the current year, motor and chassis number, and a description of the equipment in each ambulance for providing emergency medical service.
- (6) Identity of the persons who will operate the ambulance(s), their social security number, list of training classes, date of issue and numbers of all E.M.S. certifications held by each of such persons pertaining to ambulance and emergency medical service required by the Texas Department of Health.
- (7) A statement that the applicant agrees to comply with this [division and all laws and] ordinances applicable to ambulance or emergency ambulance service, and proof that the applicant has all required licenses and required equipment.
- (8) 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.

- (9) A certificate of insurance verifying insurance in the amounts set forth in this division for the full term of the proposed license.

SEC 50-89. REQUIREMENTS FOR ISSUANCE OF LICENSE.

- (A) The Fire Chief or his/her designee may recommend the issuance of a license 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 Fire Department or his 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.
 - (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 licensee and the Fire Department and Police 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 Fire Chief or his designee.

(7) As a condition of obtaining a license, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the city.

(B) The recommendation made by the Fire Chief or his 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 License.

(1) After receipt of an application for a license as required by this chapter, the Fire 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 Fire 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) License 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 licensing 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 Fire Department at this time.

Sec. 50-91. Deleted in its entirety.

SEC. 50-91. - REQUIREMENTS FOR LICENSEES.

(a) Minimum equipment and facilities.

(1) The City designated 911 provider shall provide and maintain in a safe and operational manner a minimum ~~of five~~number of ambulances, as set forth by contract, with licenses issued by the state department of health in accordance with V.T.C.A., Health and Safety Code §§ 773.001 et seq. and 774.001 et seq.

(2) 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 state department of health. The

primary ambulance(s) shall be type I or type III modules equipped with, at a minimum, advanced life-support capability. Except for time down for repairs, both units must be in service, or immediately available for service. If an ambulance is to be out of service for more than four hours, or if both units are out of service simultaneously, the licensee must obtain replacement units for the period of unavailability and must notify E.M.S.A.D. Units, equipment and supplies shall be maintained in sanitary conditions consistent with state department of health requirements. Each ambulance shall be identified by four-inch letters, numbers or a combination thereof prominently displayed on the sides, front and rear of each unit.

- (3) All other non-emergency ambulance service providers (transport services) shall follow state guidelines on equipment, vehicles, and manpower requirements as set by state guidelines.
- (4) The licensee must demonstrate that a training facility of continuing education for licensee's staff, whether paid or volunteer, is readily available. The licensee 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 the licensee shall be staffed with personnel in accordance with state department of health guidelines [and Title 25, Texas Administrative Code](#).
- (2) Each member of the City's designated 911 provider's staff must have at least one year of EMS field experience, [or as otherwise specified by contract](#).
- (3) One hundred percent of the licensee's emergency response staff shall possess current basic EMT or higher qualifications.
- (4) The licensee shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by licensee and which will allow the general public to readily identify such personnel as emergency ambulance personnel.
- (5) When on duty, licensee'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 50-87, shall operate any emergency ambulance upon the public streets in rendering emergency services in response to emergency calls unless holding a valid license from the city, and until such ambulance has been certified for such usage by the Fire 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 statutes of the state pertaining to the operation of ambulances and are the holders of valid permits and/or licenses for such purpose. Only the designated 9-1-1 provider for the city is eligible to acquire the emergency license.

- (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 license from the city and until such ambulance has been certified for such usage by the Fire 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 statutes 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 ambulance license. It is a defense to prosecution if the service originated outside the city.
- (3) License holder's facilities and ambulances are subject to random inspection for ordinance compliance by applicable city staff. License 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.

Any license granted shall be valid for a period of one year. Furthermore, upon successful acquisition of a new ambulance service contract the licensee will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for the license.

In the event of the termination of the ambulance service contract either by the city or the provider, any and all licenses granted in the fulfillment of the contract will become null and void and the licensee's fees paid for the license will be reimbursed on a per year basis only.

SEC. 50-93. - LICENSE FEES.

- (1) *License Fees.* All licenses 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 license, 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 licenses 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; ~~which~~Said sum is considered as the reasonable and necessary cost to administer this chapter and licenses issued hereafter. The license 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 license fee will not be refunded.

SEC. 50-94. - RESPONSE TO CITY-ORIGINATED EMERGENCY CALLS REQUIRED.

Each person filing an application to operate a non-emergency ambulance or ambulance service within the city shall be deemed, by the filing of such application, to agree to respond to all emergency calls originating from the Fire Department or Police Department or contracted 9-1-1 provider and the acceptance of such calls, except for justifiable cause, to be determined by the Fire Chief and/or his designee and shall be a condition for the continuation of the license to operate such ambulance or ambulance service. Failure to comply may result in the revocation of the license. Provided, however, that only the 9-1-1 approved applicant may respond to emergency calls. It is an affirmative defense to prosecution if an ambulance operates in violation of this ordinance and was summoned for emergency mutual aid by the Pharr 9-1-1 provider, Police and/or Fire Department.

SEC. 50-95. - CANCELLATION OF LICENSE.

Should any licensee fail to respond to an emergency call as herein provided for, without justifiable cause, or fail to transfer call, render satisfactory and efficient emergency ambulance service, or provide mutual aid when requested or fail to comply with any of the provisions of this chapter the City Manager shall have the right to cancel any such license upon recommendation from the Fire Chief and/or his designee. The finding of the City Manager on such issue shall be final, conclusive and non-appealable. Any license holder cancelled under this section may not reapply for a license for a period of six months.

SEC. 50-96. - ALLOWABLE CHARGES.

(a) Licensees 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 licensee. Fees shall be paid by persons receiving the service directly to the licensee. Licensees 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 and its E.T.J. for transportation.

(b) The following rates shall be charged for emergency ambulance services in the city:

Airway maintenance: BVM	\$25.00
Airway maintenance: Combi/tube	\$125.00
Airway maintenance: ET tube/holder	\$30.00
Airway maintenance: intubation	\$125.00
Airway maintenance: oral airway	\$3.50

Base rate: ALS*	\$600.00
Base Rate: BLS*	\$500.00
Blood sugar: accucheck/glucometer	\$5.00
Blood sugar: blood level strip	\$5.00
Blood sugar: lancets	\$1.00
Cardiac care: CPR	\$150.00
Cardiac care: defib pads	\$90.00
Cardiac care: defibrillation	\$125.00
Cardiac care: EKG electrode	\$2.00
Cardiac care: monitoring	\$75.00
Gloves	\$2.00
Hot pack/cold pack	\$2.00
Immobilization: backboard	\$60.00
Immobilization: cervical collar	\$22.50
Immobilization: head blocks	\$25.00
Immobilization: KED short board	\$100.00
Immobilization: splints	\$20.00
IV therapy: IO needle	\$35.00
IV therapy: IV disposable supplies	\$12.50
IV therapy: IV monitoring	\$65.00
IV therapy: NaCl 500 ml	\$1.50
IV therapy: saline lock disposable	\$22.95
IV therapy: IV start/attempt	\$125.00
Mileage: ALS (per mile)	\$12.00
OB kit	\$22.95
Oxygen: administration	\$43.00
Oxygen: mask	\$3.00

Oxygen: nebulizer	\$3.00
Pharmaceuticals: Adenocard 6 mg	\$115.75
Pharmaceuticals: Adenosine 6 mg	\$115.75
Pharmaceuticals: Albuterol .083%/2.5 mg.	\$4.35
Pharmaceuticals: Asprin	\$1.00
Pharmaceuticals: Atropine sulfate 0.3 mg.	\$12.50
Pharmaceuticals: Atrovent 0.18 mg	\$15.00
Pharmaceuticals: Benadryl 50 mg	\$5.00
Pharmaceuticals: Dextrose 50%	\$15.00
Pharmaceuticals: Dopamine premix	\$47.75
Pharmaceuticals: Epinephrine 1:10,000 1 mg	\$12.50
Pharmaceuticals: Epinephrine 1:1,000 1 mg	\$10.00
Pharmaceuticals: Lasix 20 mg	\$10.00
Pharmaceuticals: Lidocaine	\$13.50
Pharmaceuticals: Lidocaine drip	\$30.00
Pharmaceuticals: Morphine sulfate 10 mg	\$6.00
Pharmaceuticals: Narcan 1 mg	\$30.00
Pharmaceuticals: Nitro spray	\$25.00
Pharmaceuticals: Oral glucose	\$10.00
Pharmaceuticals: Sodium bicarb 50 ml	\$30.00
Pharmaceuticals: Thiamine 100 mg	\$10.00
Pharmaceuticals: Lorazepam 2 mb	\$12.45
Pulse oximetry	\$27.00
Suctioning supplies	\$21.75
Treatment on-scene, transport refused AMA	\$50.00
Unit sterilization/prep	\$25.00
Waiting time, unusual, over 30 minutes (per ½ hr)	\$37.50

Wound care/bleeding control	\$20.00
Wound care: burn sheet	\$12.50
Wound care: Kerlix	\$3.00
Wound care: sterile 4x4	\$1.00
Wound care: sterile 5x9 ABD pad	\$1.00
Wound care: tape 1"—2"	\$1.50
Wound care: triangular bandage	\$2.00

* 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.

The licensee shall keep true and accurate records of its activities in the City ~~city and its E.T.J.~~, 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 licensee, including inspection of all permits, licenses, certificates, records, and equipment of licensees 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 for emergency ambulance service for such period of time as it deems necessary to a qualified licensee upon terms and conditions to be agreed upon between the parties, subject to the requirements and conditions of this division. Only the City Designated 911 Provider shall respond to 911 emergency calls. The city also reserves the right to render emergency ambulance service with its own equipment and personnel or as it sees fit.

~~SEC. 50-100. SUBSIDY BY CITY TO LICENSEE.~~

~~In the event the city enters into an exclusive contract for emergency ambulance service, the city may pay a subsidy to the ambulance service provider as part of such contract. Deleted in its entirety.~~

SEC. 50-101. ASSUMPTION OF RISK, INDEMNITY OF CITY.

The licensee, as a condition of the issuance of a license 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 licensee's operation. The licensee 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 licensee's operation.

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

Any person, company, licensee or emergency service provider who knowingly violates any provision of this chapter may be fined no more than \$1,000 per violation or have its license canceled by the City Manager on recommendation of the Fire Chief or his or her designee. In addition to the above, the city may enforce this chapter through injunctive relief and any other relief in a court of competent jurisdiction. This section is applicable only to any person, company, licensee, or emergency service provider engaged in the business of providing emergency medical services. (This prevents penalizing private individuals and business owners—we do not want to penalize them, but instead the ambulance companies/licensees)

SEC. 50-103- MONTHLY REPORT REQUIRED

Licensees shall file a monthly written report to the Fire 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 120 days 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 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 _____, 20____.

CITY OF PHARR, TEXAS

Ambrosio Hernandez
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR, TEXAS

Ambrosio Hernandez
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the _____ day of _____, 20____.

CITY OF PHARR, TEXAS

Ambrosio Hernandez
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Consideration and action, if any, on request from St. Jude Catholic Church for partial street closure of corner of East Jones & Ironwood and corner of Ironwood & East Sam Houston Avenue for their annual church festival on Sunday, April 30, 2017 from 6:00 a.m. to 9:00 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Attached is an application on behalf of St. Jude Catholic Church for their Annual Jamaica on Sunday, April 30, 2017 from 6:00am to 9:00pm.

Financial Consideration: None.

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera

Hilda Pedraza

Edward Wylie

Created/Initiated - 03/27/2017

Approved - 03/28/2017

Final Approval - 03/29/2017



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM
P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313



Date of Event: April 30, 2017

Type of Event: ☐ Parade ☐ Walk-A-Thon ☒ Other Church Festival

NAME OF CONTACT PERSON: Ruben Rosales Jr

ORGANIZATION (IF APPLICABLE): St Jude Catholic Church

ADDRESS: 505 S Ironwood CITY: Pharr ZIP CODE: 78577

PHONE NO.: 781-2489 CELLULAR PHONE: 605-4242

FAX NO.: _____ E-MAIL: [REDACTED]

PURPOSE AND DESCRIPTION OF EVENT: ANNUAL CHURCH FESTIVAL

START TIME: 6:00 AM

END TIME: 9:00 PM
~~12:00 PM~~

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

Starting Location: CORNER OF E JONES & IRONWOOD

Ending Location: CORNER OF IRONWOOD & E SAM HOUSTON AVE

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

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information _____ Contact #: _____

Ruben Rosales Jr

Applicant Signature:

FOR CITY USE ONLY:

Date Received: _____

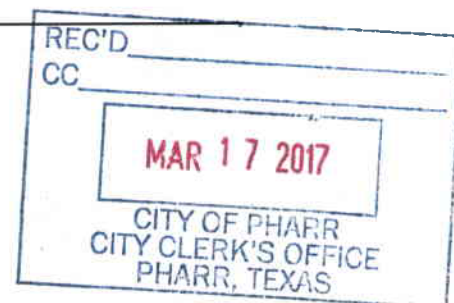
City Commission: _____

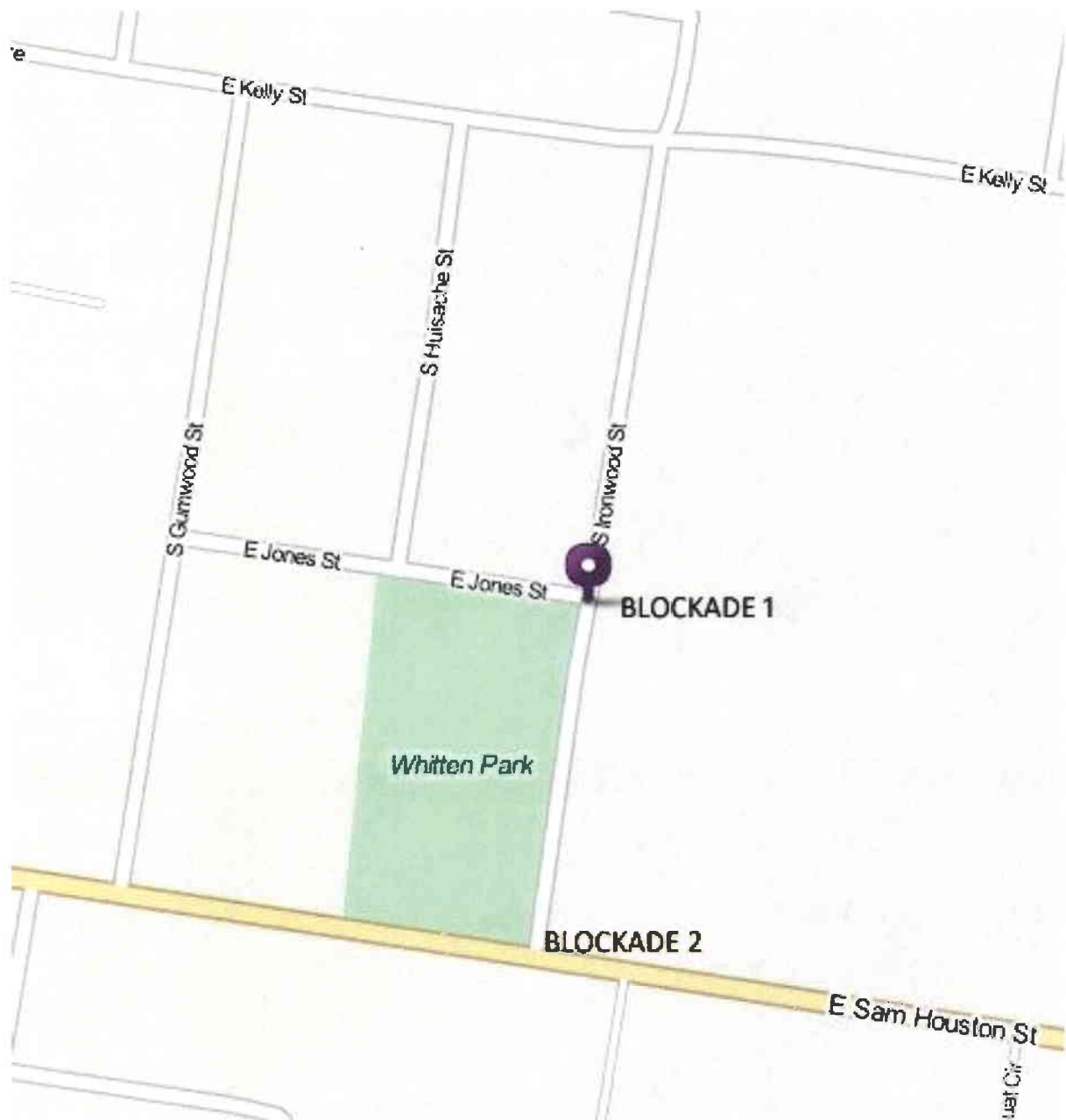
APPROVED _____

DENIED _____

City Manager's Signature

Date







AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: March 30, 2017

MEETING DATE: April 3, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Melanie Cano, David Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the South Pharr Water Tower Rehabilitation.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Final plans, specifications, and estimates have been completed by the engineer of record, Dunham Engineering, Inc., for the South Pharr Water Tower Rehabilitation.

The tower is in good overall structural conditions, but maintenance is required on the exterior protective coating and roof.

Financial Consideration: The South Pharr Water Tower Rehabilitation is included in the CIP budget in the amount of \$200,000.00.

Staff Recommendation: Staff recommends approval of authorization for City Manager to advertise for bids for the South Pharr Water Tower Rehabilitation.

Alternatives:

ROUTING:

Maria Rangel
Melanie Cano
Edward Wylie

Created/Initiated - 03/30/2017
Approved - 03/31/2017
Final Approval - 03/31/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: March 23, 2017

MEETING DATE: April 3, 2017

FROM: Roy Garcia, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Roy Garcia

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for Used Scrap Tire Collection Services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: We have recently terminated contract with Santa Anita Recycling due to not providing services set forth by contract. We need to go out for bids again.

Financial Consideration: None

Staff Recommendation: Recommend approval to advertise.

Alternatives:

ROUTING:

Roy Garcia

Created/Initiated - 03/23/2017

Edward Wylie

Approved - 03/29/2017

Karla Moya

Final Approval - 03/31/2017



BID NO:

TABLE OF CONTENTS
INFORMAL REQUEST FOR WRITTEN
PRICE QUOTATIONS
FOR THE SERVICE OF

**USED TIRES & RUBBER SCRAP REMOVAL &
DISPOSAL/RECYCLING SERVICES**

PAGE	1	LETTER TO RESPONDENTS
PAGE	2	NOTICES TO BIDDERS
PAGES	3-9	INSTRUCTIONS TO BIDDERS
PAGES	10-11	SPECIFICATIONS
PAGES	12-13	BID FORM
PAGES	14	GENERAL CONDITIONS OF AGREEMENT

March 23, 2017

RE: Bid Number:

Service Contract for Used Tires and Rubber Scrap Removal and Disposal/Recycling Services

Sir/Madam:

This letter serves to officially inform you that the City of Pharr, Public Works Department (Recycling Center) is inviting your company to participate in submitting sealed informal written quotations for the above referenced project.

Enclosed please find an Informal Request for a Written Price Quotation. Please note that the deadline for all proposals is _____.

All proposals are to be addressed to **Juan Guerra, City Manager**, and turned in to City Clerk's Office on the 4th floor, 118 S. Cage, Pharr TX 78577.

We would like to take this opportunity to thank you for your interest in our great City of Pharr.

NOTICE TO BIDDERS

The City of Pharr will receive **SEALED BIDS** addressed to Juan Guerra, City Manager, and submitted to the City Clerk's Office located on the 4th floor, 118 S. Cage, Pharr TX 78577 until _____ for **Used Tires and Rubber Scrap Removal and Disposal/Recycling Services**. All submitted bids will be gathered and taken to the City Council Conference Room, 2nd floor to be publicly opened and read out loud. Any bid received after the closing time will not be accepted and returned to the bidder unopened. City of Pharr normal business days are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and shall be closed on recognized holidays. ***Envelopes must be clearly marked:***

SERVICE CONTRACT FOR USED TIRES AND RUBBER SCRAP REMOVAL AND DISPOSAL / RECYCLING SERVICES BID No.

Specifications, Proposal Forms and Contract Documents may be viewed at Pharr City hall, City Clerk's Office located on the 4th floor, 118 South Cage, Pharr Texas, 78577 or may be obtained by interested parties at no cost. Questions concerning this bid may be directed to Roy Garcia, Public Works Director, by calling (956) 402-4350 or via email roy.garcia@pharr-tx.gov.

The City of Pharr, Public Works Department (Recycling Center) reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid to be the best and most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Hand-deliver Bids: City Clerk's Office, City Hall 4th floor

If using Land Courier (i.e., FedEx, UPS): 118 S. Cage, Pharr Tax 78577, City Clerk's Office

Mail Bids: 118 S. Cage, Pharr, TX 78577, City Clerk's Office

City of Pharr, Public Works Department (Recycling Center)

INSTRUCTIONS TO BIDDER

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the service offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted, and you are the successful bidder, it will be required that the service be provided as specified.

PURPOSE

(1) The purpose of these specifications and bidding documents is to award a Service Contract for the following: **USED TIRES & RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICES**

INTENT

(2) All specifications shown are at least bare minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF INFORMAL WRITTEN PRICE QUOTATION

(3) Informal Written Price Quotations shall be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each informal written price quotation must be completely filled out and submitted in **DUPLICATE FORM** (One (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**", complete with all supporting documentation). Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals which do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City of Pharr, Public Works before opening day and hour.

Hand-deliver Bids: 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)

If using Land Courier (i.e., FedEx, UPS): 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)

Mail Bids: 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)

PREPARATION OF INFORMAL WRITTEN PRICE QUOTATION

(4) Informal Written Price Quotations MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing the bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office

address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDER (continued):

ALTERATIONS/AMENDMENTS TO PROPOSAL

(5) Informal written price quotations CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No informal written price quotation may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr, Public Works Department.

SALES TAX

(6) STATE SALES TAX MUST NOT BE INCLUDED IN BID.

SUBSTITUTIONS

(7) No substitutions or cancellations permitted without written approval of City of Pharr, Public Works Department.

NO BID RESPONSE

(8) If unable to submit a quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of Pharr, Public Works Department (Recycling Center) to remove non-responsive bidders from bidder's list.

SINGLE BID

(9) The City of Pharr, Public Works Department (Recycling Center) reserves the right to extend the due date, of any informal request(s) for price quotation(s), when a single bid/proposal is received or when in the best interest of the City of Pharr, Public Works Department (Recycling Center).

VARIATIONS

(10) Any additions, deletions, or variations from the following specifications must be noted. Any things not specifically mentioned which are necessary for the service to be complete or which is normally furnished as a standard shall be furnished by the successful bidder.

EXCEPTIONS

(11) The Bidder shall attach to his/her bid sheet a list of any exceptions to the specifications if unable to do so in bid form.

DELAY

(12) When delay can be foreseen, Bidder shall give prior notice to the City of Pharr, Public Works Department (Recycling Center). Bidder must keep City of Pharr, Public Works Department advised at all times of status of service. Default in promised time frame to have service completed (without acceptable reasons) or failure to meet specifications authorizes the City of Pharr, Public Works Department (Recycling Center) to request service elsewhere.

(12a) Acceptable reasons for delays are as follows: Act of God, (flood, tornadoes, hurricane, acts of government, (fire, strike, war), or actions beyond the control of the successful bidder.

CONTRACT TERM

(13) Contract will be for a period of one (1) year, commencing from date of award and ending one (1) year thereafter. The City reserves the option to extend this contract for two (2)

additional years, in one (1) year increment, if the performance of the contractor is satisfactory and unit prices remain the same. During period of contract, prices on SERVICE remain firm.

INSTRUCTIONS TO BIDDER (continued):

TIME ALLOWED FOR ACTION TAKEN

(14) The City may hold informal written price quotation **60** days after deadline without taking action. Bidders are required to hold their informal written price quotation firm for same period of time.

RIGHT TO REJECT/AWARD

(15) The City of Pharr, Public Works Department (Recycling Center) reserves the right to reject any or all informal written price quotations, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Pharr, Public Works Department (Recycling Center).

ADDENDA

(16) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Public Works (956-405-4350) and obtain clarification by addendum prior to submitting any bid. All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent(s) responsibility to ensure that addenda has been received. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Respondent(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Pharr, Public Works Department (Recycling Center) and as such are made part of the original bidding documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements.

PAYMENT

(17) The successful vendor shall invoice the City of Pharr, Public Works Department (Recycling Center) within **10** days of completing service request. It shall be the responsibility of the vendor to charge the correct and exact unit price per type of item picked up to the City of Pharr, Public Works Department (Recycling Center). The City of Pharr, Public Works Department (Recycling Center) will execute payment by mail in strict accordance with the State of Texas Pay Law after invoices have been received for deliveries made to the City of Pharr, Public Works Department (Recycling Center) in each thirty (30) day period. No other method of payment will be considered.

SYNONYM

(18) Where in this bid package SERVICE is used, its meaning shall refer to the **picking up, at unit prices bid, of used tires and rubber scrap as stated in the specifications.** For the purpose of clarity, the words, Bidder, Contractor and Vendor shall be synonymous.

VERBAL THREATS

(19) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with Vendor on contract.

INSTRUCTIONS TO BIDDER (continued):

RIGHT TO WAIVE

(20) The City of Pharr, Public Works Department (Recycling Center) reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Pharr.

SERVICE DELIVERY

(21) Number of days required to perform the required SERVICE after receiving order shall be no more than 48 hours.

FIRM UNIT PRICES

(22) Unit prices must be firm on deadline date and include any and all applicable pick up charges to all pick up points (applicable if more than one) within the City. Informal price quotations submitted on the basis of "prices in effect at time of pick up", will not be considered.

COSTS FOR PREPARATION OF INFORMAL WRITTEN PRICE QUOTATION

(23) The City of Pharr, Public Works Department (Recycling Center) shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

GEOGRAPHICAL LOCATION

(24) The geographical location(s) of bidder's facilities referenced Service will be a factor in the evaluation and award of bid.

MATHEMATICAL ERRORS

(25) In the event that mathematical errors exist in any proposal, unit prices/rates -v- totals, unit prices/rates will govern.

BUDGET

(26) For purposes of this project, award will be contingent on approval of budget.

ASSIGNMENT

(27) Neither the respondent nor payment due to an awarded respondent may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of Pharr, Public Works Department (Recycling Center).

INTERPRETATIONS

(28) Any questions concerning the conditions and/or specifications with regards to this proposal solicitation shall be directed to the designated individuals as outlined in the Notice to Respondents. Such interpretations, which may affect the eventual outcome of this Proposal, shall be furnished in writing to all prospective Respondents. No interpretation shall be considered binding unless provided in writing by the City of Pharr, Public Works Department (Recycling Center) in accordance with paragraph (16).

BIDDER'S EMPLOYEES

(29) Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions

of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of vendor on contract.

INSTRUCTIONS TO BIDDER (continued):

OMISSIONS

(30) At the time of the opening of the informal written price quotation each bidder will be presumed to have read and to be thoroughly familiar with the requirements of the proposal. The failure or omission of any bidder to examine any form, instrument or contract document shall in no way relieve any bidder from any obligation in respect to their bid.

AWARD

(31) The City reserves the right to evaluate and award each item bid individually or in any combination thereof.

EVALUATION

(32) The City reserves the right to inspect bidder's facilities and equipment. These will be part of the factors considered in the evaluation of bids received.

SPECIAL CIRCUMSTANCES

(33) In the event that the City of Pharr, Public Works Department (Recycling Center) has an immediate need for service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery time frame as needed by the City of Pharr, Public Works Department (Recycling Center), reserves the right to obtain service of/purchase such item(s) elsewhere to fulfill its immediate need.

INDEMNIFICATION CLAUSE

(34) The contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the City or to enlarge in any way the contractor's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from contractor's performance hereunder.

STATUTORY REQUIREMENTS

(35) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (to include issues related to

health, environmental, and safety to name a few)

INSTRUCTIONS TO BIDDER (continued):

PAYMENT IF CONTRACT IS TERMINATED

(36) The City of Pharr, Public Works Department (Recycle Center) reserves the right to terminate this contract in whole or in part, when in the opinion of the city, the performance of the Contractor and/or service delivery is not acceptable to the City of Pharr, Public Works Department. Such action shall be by written notice, when it is in the City's interest. If this contract is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

COOPERATIVE PRICING

(37) Bidders are advised that in addition to responding to our "local" solicitation for bids/proposals with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on Buy Board, and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

HUB VENDOR(S) CERTIFICATION

(38) State Certified "**Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing & Contracting Department at (956) 702-5335).

CONFIDENTIAL INFORMATION

(39) Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

RIGHT TO AUDIT

(40) The City of Pharr, Public Works Department (Recycling Center) reserves the right to audit the bidder's books and records relating to the performance of this contract. The City of Pharr, Public Works Department (Recycling Center), at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(41) Bidders are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this supply contract. The City's position on this matter shall be final.

INSTRUCTIONS TO BIDDER (continued):

JURISDICTION

(42) Supply/Service/Purchase Contracts executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(43) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(44) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Pharr, Public Works Department (Recycling Center) not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ goes to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

City of Pharr, Public Works Department (Recycling Center)
SPECIFICATIONS FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES

BID NO:

BID OPENING DATE:

Please read your specifications thoroughly and be sure that the SERVICE offered complies with all requirements. Any variations from the specifications must be clearly indicated on a cover letter attached to and made a part of your bid.

CONTRACTOR RESPONSIBILITIES:

Contractor shall be solely responsible and liable for the safety and well-being of personnel performing any duties under the term of this contract. All vehicles used in transportation of any material shall be equipped with features which prevent any debris from being strewn along any roadway while in transport.

Contractor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

Contractor shall be fully responsible for the proper and legal transportation, storage, and disposal of recycling of any material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Commission on Environmental Quality (TCEQ) regulations regarding municipal solid waste management.

If the City of Pharr, Public Works stock piles contain soil, lumber, rocks, concrete, or other waste material, the Contractor shall be responsible for removing and disposing of the used tires and rubber materials only.

CONTRACT DESCRIPTION: This contract shall be for the services of pick up and removal of used tires of assorted sizes and rubber scraps from assorted rubber products.

CONTRACT INSTRUCTIONS: This specification governs the pickup, removal, and disposition of used tires and other rubber items, including but not be limited to used tires, tire pieces, inner tubes, tube liners, flaps, fan belts, rubber hoses and similar materials accumulated at locations within the City limits and it's ETJ of the City of Pharr, Public Works (Recycling) Department.

The City of Pharr, Public Works (Recycling) Department encourages the successful contractor to use any collected material as a rubber derived fuel or otherwise recycle the material for beneficial used to the maximum extent practicable.

**SPECIFICATIONS FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES (continued):**

TYPE OF CONTRACT: Firm Fixed Price

TERM OF CONTRACT: One (1) year from date of award, with the option to extend for two (2) additional years, in 1-year increments if the performance of successful contractor is satisfactory.

DATE

SIGNATURE

TITLE

COMPANY

City of Pharr, Public Works Department (Recycling Center)
BID FORM FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES

BID NO.:

BID OPENING DATE:

I/We submit the following bid in **DUPLICATE FORM** for pick up of used tires and rubber scrap removal & disposal/recycling services according to City specifications, less State Sales Tax:

PER BULK LOAD (53' TRAILER LOAD) NOT BY POUND

Bidder Price Proposal Amount: \$_____ (**per 53' Trailer Load**).

Comments: _____

Specify Hours of Operation: _____

Is bidder able and willing to make pick-ups on weekends and/or holidays at contract unit prices? Yes_____ No_____

Please specify name of person(s) authorized to receive orders for pickups:

_____.

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TITLE: _____

TYPE/PRINT NAME: _____

COMPANY: _____

ADDRESS: _____

(Street)

(City, State, Zip Code)

TELEPHONE NO: _____

FAX NO.: _____

EMAIL:

City of Pharr, Public Works Department (Recycling Center)
USED TIRE AND RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING
SERVICE CONTRACT GENERAL CONDITIONS AND AGREEMENT

1. Contractor proposes and offers to provide the City of Pharr, Public Works Department (Recycling Center) with pick up service for all of the City's used tires and rubber scrap for a period of one (1) year, with the option to extend for two (2) additional years, in one (1) year increments, as noted in the "Specification", "Instructions to Bidder" and at unit prices as stated on "Bid Form".
2. Contractor agrees to meet and abide by all requirements as noted on the "Specifications", "Instructions to Bidder", and "Bid Form".
3. It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of service to the City of Pharr, Public Works Department (Recycling Center).
4. It shall be the responsibility of the Contractor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law. Successful bidder shall furnish copy of insurance(s) to City.
5. Neither the Contractor nor his/her employees engaged in the pickup and transporting of used tires and rubber scrap shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the Contractor's personnel. The City shall have the right of inspection of any and all equipment used to carry out the required service at any time.
6. Contractor shall furnish the City of Pharr, Public Works Department (Recycling Center) with factual information referenced to existence of company and a list of Cities presently being serviced.
7. It shall be the responsibility of the Contractor to pay for any and all permits, licenses, and other associated costs necessary to provide this service to the City of Pharr, Public Works Department (Recycling Center).
8. The City of Pharr, Public Works Department (Recycling Center) reserves the right to terminate this contract when in the opinion of the City, the performance of the Contractor and/or service delivery is not acceptable to the City of Pharr, Public Works Department (Recycling Center). Such notice shall be in written form allowing a maximum of five (5) days to become effective.
9. This is a proposal and offer by Contractor to the City of Pharr, Public Works Department (Recycling Center) and shall not be binding upon the City unless accepted and signed by Mr. Juan Guerra, City Manager, and the City of Pharr.

City of Pharr, Public Works Department (Recycling Center) USED TIRE AND RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICE CONTRACT GENERAL CONDITIONS AND AGREEMENT (continued):

Accepted this _____ day of _____, 2016.

VENDOR

City of Pharr
OWNER

TITLE

Ambrosio Hernandez, Mayor

COMPANY

WITNESS



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: March 30, 2017

MEETING DATE: April 3, 2017

FROM: David Garza, Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: David Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for purchase of aluminum sulfate liquid polymer blend.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Per contract the contractor for aluminum sulfate liquid polymer blend does not wish to keep there price firm for additional year; therefore, city must go out for bids.

Financial Consideration: ~\$110,000-\$150,000

Staff Recommendation: Staff recommends approval to advertise and go out for bids

Alternatives: NA

ROUTING:

David Garza

Created/Initiated - 03/30/2017

Edward Wylie

Final Approval - 03/31/2017

NOTICE TO BIDDERS

The City of Pharr will receive **SEALED BIDS** addressed to **Juan G. Guerra, City Manager**, and submitted to the City Clerk's Office located on the 4th Floor, 118 South Cage Blvd., Pharr, Texas, 78577 until **3:00 p.m. on ____ , ____** for Supply Contract for Purchase of Aluminum Sulfate Liquid Polymer Blend. All submitted bids will be gathered and taken to the City Commissioners Room, 2nd floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and returned to the bidder unopened.

SUPPLY CONTRACT FOR PURCHASE OF ALUMINUM SULFATE LIQUID POLYMER BLEND Bid No.:

Specifications may be obtained from the City of Pharr Public Utilities Building at 801 E. Sam Houston, Pharr, TX 78577 or by calling (956) 402-4300, Monday thru Friday between 8:00 am to 4:30 pm. If any questions, please contact David Garza, Utilities Director or Heriberto De Leon, Asst Utilities Director at (956) 402-4300.

The City of Pharr reserves the right to refuse and reject any of all formalities or technicalities or to accept the bid it considers being best and most advantageous to the city, and holding the bids for a period of 30 days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Bid proposals must be clearly marked on the envelope

**Bid: SUPPLY CONTRACT FOR PURCHASE OF ALUMINUM SULFATE
LIQUID POLYMER BLEND
Bid No.: 1415-02-582-0026**

Witness my hand this the ____ day of _____.

City of Pharr

Hilda Pedraza, City Clerk

CITY OF PHARR
SPECIFICATIONS FOR A SUPPLY CONTRACT
FOR THE PURCHASE OF ALUMINUM SULFATE LIQUID POLYMER BLEND

1. Contractor proposes and offers to furnish to the City of Pharr all of the City's Aluminum Sulfate Liquid Polymer Blend needs at unit prices stated on bid form official date of award to end of September 2019. Prices quoted are to remain unchanged for the awarded term. Award of contract shall commence on October 1, 2017 and upon formal acceptance by the elected governing body and signature on contract from both parties and expire at the end of September 2019 unless terminated sooner. The City of Pharr reserves the right to extend the Supply Contract for an additional two (2) contract periods, if the satisfactory and their unit prices (s) remain firm. Any renewal of the contract terms shall be based on: (1) City of Pharr fiscal years: October 1, 2019 – September 30, 2020; and (2) October 1, 2020 - September 30, 2021. If price remains firm, the City of Pharr reserves the right to continue to extend the contract for additional one year terms as may be allowed by law.
2. The purpose of these specifications is to select and purchase Aluminum Sulfate Liquid Polymer Blend at a cost per pound (lbs) basis. The City has developed the following criteria to insure a fixed cost of treatment and that bids received are from experienced chemical suppliers.
3. Aluminum sulfate liquid polymer blend shall be Clar+Ion A403H or equivalent. Product is used to assist in removal of turbidity, color, suspended solids and phosphorus.
4. Product must be a single product liquid solution.
5. All chemicals used in treatment of water supplied by public water systems must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. Certificate of analysis from a third party, of product received must be provided for each shipment received.
6. A Material Safety Data Sheet (MSDS) must accompany each shipment.
7. Bidders must (if required) conduct an in plant testing their aluminum sulfate liquid polymer blend for no less than 10 days. The cost for the chemical purchased will be paid for by the City of Pharr; bidders must supply a reference list of five (5) customers presently using their aluminum sulfate liquid polymer blend. Any problems with aluminum sulfate liquid polymer blend during the tested shall be vendor's responsibility. Failure to meet performance factor may disqualify vendor. Bidder's aluminum sulfate liquid polymer blend must meet all performance specifications to receive monetary compensation for the product used during the qualification process. Cost will be based on a liquid pound of aluminum sulfate liquid polymer blend.

8. Bidder must provide temporary storage tanks, metering pumps, and infrastructure associated with the application during the trial of aluminum sulfate liquid polymer blend.
9. During the trial period, the water plant staff will provide a log sheet documenting all aluminum sulfate liquid polymer blend dosage, adjustments, and turbidity formation. The Water Treatment Plant Supervisor and his/her designated representative shall make aluminum sulfate liquid polymer blend dosage adjustments requested by vendor or as deemed necessary to maintain water disinfection quality and meet parameters set by TCEQ.
10. The City require provider of these services to meet all specifications. In the event the provider is unable to provide all specified obligations of this Contract, the City may award contract to the next lower Bidder.
11. Provider, if requested, must also provide proper training, acceptable to City of Pharr in the application and handling of this chemical.
12. All deliveries shall be coordinated by the contractor to the locations designated by the City personnel at time of order.
13. Deliveries will only be accepted during business operating hours of Monday-Friday between the hours of 7 am to 4 pm. Any other time must be requested with ample time.
14. The material shall be shipped in clean bulk tank trucks (minimum shipment of 4500-5000 gallons). The Bidder must verify the equipment requirements prior to submittal of bids and ensure ability to deliver the proposed material in a vehicle, which is compatible with the existing unloading system.
15. The vendor agrees to assure that his/her carrier has all appropriate equipment such as tools, hoses, valves, and suitable hydraulic or electrical devices capable of insuring a timely unloading as not to interrupt the normal operation of the WTP.
16. The Contractor agrees to make deliveries only upon receipt of duly signed and approved Purchase Order (s) issued by the City. Delivery made without such Purchase Order shall be at the Bidder's risk and shall leave the City the option of canceling and Contract implied or expressed herein.
17. Contractor shall guarantee to assure that either his/her own carrier or any common carrier used shall be covered by all appropriate insurance required by any and all State and Federal agencies for the transportation of hazardous chemicals. The Contractor shall further guarantee to assure that all vehicles are properly placarded and /or labeled and suitably maintained and equipped for the transportation of hazardous chemicals. Delivery shall be made within three (3) calendar days after order is placed.
18. All invoices must be submitted in duplicate, itemized as to quantity, part number, description, and applicable discount (if any). In addition, invoices must show the

name of the Department, Division, or Section to which the merchandise was delivered, and the City's Purchase Order Number.

19. All delivery tickets must be signed by the receiving employee and have a description of the commodity delivered.
20. Payment shall be made in accordance with the State of Texas Pay Law after the City has approved the invoice or after the City has accepted the goods, whichever, occurs later. The city and Contractor agree that the terms of this contract all rights otherwise reserved by law, shall constitute the sole, controlling contract terms.
21. The City of Pharr reserves the right to terminate the contract with or without cause. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.

Print or Type Name and Title

Signature

Date

Company

Print or Type: Mayor or City Manager Name

Signature

Date

City of Pharr
Aluminum Sulfate Liquid Polymer Blend
General Conditions

- 1.) Contractor proposes and offers to furnish to the City of Pharr all of the Aluminum Sulfate Liquid Polymer Blend needs at unit prices stated on bid form official date of award to end September 2019. Prices quoted are to remain unchanged for the awarded term. Contract shall commence from the official date award and last for the term specified above. The City of Pharr reserve the right to extend the Supply Contract for an additional 2 contract periods, if the satisfactory and their unit prices (s) remain firm. Renewals of contract terms shall be based on City of Pharr fiscal years: 1. October 2019-end of September 2020 and 2. October 2020-end of September 2021. If price remains firm the City of Pharr reserve the right to continue to extend the contract for additional one year terms.
- 2.) Aluminum sulfate liquid polymer blend will be purchased per fiscal year (Oct-Sept) for the Water Treatment Plant at 1000 S Bluebonnet. The City of Pharr has the right to increase and decrease the amount of inventory necessary at the site to meet all federal, state, and local regulations without penalty of a unit price increase which include but not limited to purchasing, delivering, maintenance, storage, fuel charges, demand charges, etc. No extra charges will be assessed.
- 3.) Aluminum sulfate liquid polymer blend (see attachment A) shall able to assist in producing "Superior" potable water and meet quality requirements set forth by Texas Commission on Environmental Quality in producing potable water. All chemicals used in the treatment of water supplied by public water system must conform to American National Standards Institute/ National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. Certificate of analysis from a third party, of product received must be provided for each shipment received.
- 4.) Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any and from any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Contractor and from any claims of any other person or persons for injuries, losses or damaged sustained at, around, or in connection with the work which is attributable to the contractor.
- 5.) Contractor shall furnish the City of Pharr upon request with factual information as to existence and financial stability of company, along with a list of present cities being serviced and a laboratory test report of their polymer from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the contractor.
- 6.) Award of contract shall commence October 1, 2017 with formal acceptance by City Council and signature on contract from both parties and expire at the end of September 2019.
- 7.) Delivery will be made on "as needed" basis. Payment will be made for delivered quantities only, in accordance with State of Texas Pay Law.
- 8.) Neither the Contractor nor his employees engaged in the delivery and off-loading of the aluminum sulfate liquid polymer blend shall be considered employees of the City. The method and manner of performance of such undertaking shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertaking at any time.
- 9.) The City of Pharr reserves the right to terminate the contract immediately if the Contractor fails to perform in the delivery of aluminum sulfate liquid polymer blend and/or the aluminum sulfate liquid polymer blend fails to meet the minimum requirements of the specifications.

10.) Any threats made to any employee of the City, be verbal or written, to discontinue the delivery of aluminum sulfate liquid polymer blend or refusal to deliver aluminum sulfate liquid polymer blend for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the contractor and purchase the aluminum sulfate liquid polymer blend elsewhere.

11.) Contractor agrees **NO** extra charges of any type will be assessed during the contract period.

12.) The City of Pharr may hold bids 30 days after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.

13.) Historical Annual Usage is 1,350,000 lbs per fiscal years. To be delivered “as needed”. It is understood that the number of pounds of Aluminum Sulfate Liquid Polymer Blend mentioned are based on historical usage and is being provided as an aid to assist bidders in providing the City of Pharr, with the best unit price possible. Actual usage may vary up or down during the course of this on contract period. Prices bided are to remain unchanged for a period of the 2 years with option to extend. Units prices quoted shall be F.O.B. and delivered to locations and exacts spot (s) designated by City personnel.

Bidder’s Company Name_____

WTP-Unit Price per lbs delivered and put in place-\$_____

Delivery Time (hours or days) _____

Able to delivery 365 days a year (Yes or No)_____

Respectfully submitted this ____ day of _____, 2017

Signature:_____

Print/Type Name:_____

Title:_____

Company:_____

Address:_____

Telephone NO:_____

Fax Number:_____

E-Mail Number:_____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: David Garza, Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: David Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for purchase of liquid ammonium sulfate.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Per contract the contractor does not wish to stay firm on their price for liquid ammonium sulfate; therefore, city needs to advertise for bids.

Financial Consideration: ~\$45,000-\$55,000

Staff Recommendation: Staff recommends approval to advertise and go out for bids

Alternatives: NA

ROUTING:

David Garza
Edward Wylie

Created/Initiated - 03/31/2017
Final Approval - 03/31/2017

NOTICE TO BIDDERS

The City of Pharr will receive **SEALED BIDS** addressed to **Juan G. Guerra, City Manager**, and submitted to the City Clerk's Office located on the 4th Floor, 118 South Cage Blvd., Pharr, Texas, 78577 until **3:00 p.m. on Day, Month, 2017** for Supply Contract for Purchase of Liquid Ammonium Sulfate. All submitted bids will be gathered and taken to the City Commissioners Room, 2nd floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and returned to the bidder unopened.

SUPPLY CONTRACT FOR PURCHASE OF LIQUID AMMONIUM SULFATE BID NO.:

Specifications may be obtained from the City of Pharr Public Utilities Building at 801 E Sam Houston, Pharr, TX 78577 or by calling (956) 402-4300, Monday thru Friday between 8:00 am to 4:30 pm. If any questions, please contact David Garza, Utilities Director or Heriberto De Leon, Asst Utilities Director at (956) 402-4300.

The City of Pharr reserves the right to refuse and reject any of all formalities or technicalities or to accept the bid it considers being best and most advantageous to the city, and holding the bids for a period of 30 days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Bid proposals must be clearly marked on the envelope

**Bid: SUPPLY CONTRACT FOR PURCHASE OF LIQUID AMMONIUM
SULFATE
Bid No.:**

Witness my hand this the ____th day of ____, 2017.

City of Pharr

Hilda Pedraza, City Clerk

CITY OF PHARR
SPECIFICATIONS FOR A SUPPLY CONTRACT
FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE

1. Contractor proposes and offers to furnish to the City of Pharr all of the City's Liquid Ammonium Sulfate (LAS) needs at unit prices stated on bid form official date of award to end of September 2019. Prices quoted are to remain unchanged for the awarded term. Contract shall commence October 1, 2017 and upon the approval of City Council and upon both parties' signatures and last for the term specified above. The City of Pharr reserves the right to extend the Supply Contract for an additional 2 contract periods, if the satisfactory and their unit prices (s) remain firm. Renewals of contract terms shall be based on City of Pharr fiscal years 1. October 2019-end of September 2020 and 2. October 2020-September 2021. If price remains firm the City of Pharr reserve the right to continue to extend the contract for additional one-year terms.
2. The purpose of these specifications is to select and purchase LAS for the production of chloramines on a cost per pound (lbs) basis. The City has developed the following criteria to insure a fixed cost of treatment and that bids received are from experienced chemical suppliers.
3. All specifications shown are minimum. There are no attentions to disqualify any bidder who can meet these qualifications.
4. Each shipment of LAS shall always contain a minimum of 38% content of Ammonium sulfate. Any content below said minimum shall be considered a breach of contract. All chemicals used in treatment of water supplied by public water systems must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. Certificate of analysis from a third party, of product received must be provided for each shipment received.
5. A Material Safety Data Sheet (MSDS) must accompany each shipment.
6. Bidders must (if required) conduct an in plant testing their LAS for no less than 10 days. The cost for the chemical purchased will be paid for by the City of Pharr; bidders must supply a reference list of five (5) customers presently using their LAS. Any problems with LAS, such as chemical (s) not reacting with LAS to form chloramines, during the tested shall be vendor's responsibility. Failure to meet performance factor may disqualify vendor. Bidder's LAS must meet all performance specifications to receive monetary compensation for the product used during the qualification process. Cost will be based on a liquid pound of LAS.
7. Bidder must provide temporary storage tanks, metering pumps, and infrastructure associated with the application during the trial of LAS.
8. During the trial period, the water plant staff will provide a log sheet documenting all LAS dosage, adjustments, Trihalomethane formation, and chloramines residual. The Water Treatment Plant Supervisor and his/her designated representative shall make LAS dosage adjustments requested by vendor or as deemed necessary to maintain water disinfection quality and meet parameters set by TCEQ.

9. Liquid Ammonium sulfate must be a minimum of 38% weight ammonium sulfate. Consistently maintain Total Liquid Ammonium Sulfate levels at a 3 to 1 ratio. Specific Gravity 1.20-1.228 and a pH 3.0-6.0. Certificate of Analysis shall accompany each bulk shipment.
10. No dry Ammonium Sulfate will be accepted.
11. The City require provider of these services to meet all specifications. In the event the provider is unable to provide all specified obligations of this Contract, the City may award contract to the next lower Bidder.
12. Provider, if requested, must also provide proper training, acceptable to City of Pharr in the application and handling of this chemical.
13. All deliveries shall be coordinated by the contractor to the locations designated by the City personnel at time of order.
14. Deliveries will only be accepted during business operating hours of Monday-Friday between the hours of 7 am to 4 pm. Any other time must be requested with ample time.
15. The material shall be shipped in clean bulk tank trucks (minimum shipment of 2000 gallons). Each load delivered must include proof that tanker was washed before being filling with LAS. The Bidder must verify the equipment requirements prior to submittal of bids and ensure ability to deliver the proposed material in a vehicle, which is compatible with the existing unloading system.
16. The vendor agrees to assure that his/her carrier has all appropriate equipment such as tools, hoses, valves, and suitable hydraulic or electrical devices capable of insuring a timely unloading as not to interrupt the normal operation of the WTP.
17. The Contractor agrees to make deliveries only upon receipt of duly signed and approved Purchase Order (s) issued by the City. Delivery made without such Purchase Order shall be at the Bidder's risk and shall leave the City the option of canceling and Contract implied or expressed herein.
18. Contractor shall guarantee to assure that either his/her own carrier or any common carrier used shall be covered by all appropriate insurance required by any and all State and Federal agencies for the transportation of hazardous chemicals. The Contractor shall further guarantee to assure that all vehicles are properly placarded and /or labeled and suitably maintained and equipped for the transportation of hazardous chemicals. Delivery shall be made within three (3) calendar days after order is placed.
19. All invoices must be submitted in duplicate, itemized as to quantity, part number, description, and applicable discount (if any). In addition, invoices must show the name of the Department, Division, or Section to which the merchandise was delivered, and the City's Purchase Order Number.

20. All delivery tickets must be signed by the receiving employee and have a description of the commodity delivered.
21. Payment shall be made in accordance with the State of Texas Pay Law after the City has approved the invoice or after the City has accepted the goods, whichever, occurs later. The city and Contractor agree that the terms of this contract all rights otherwise reserved by law, shall constitute the sole, controlling contract terms.
22. The contract may be terminated by the City, at it's option, upon thirty (30) days written notice, if the materials furnished do not conform to the standard set forth herein, or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.

Print or Type Name and Title

Signature

Date

Company

Print or Type: Mayor or City Manager Name

Signature

Date

City of Pharr
Liquid Ammonium Sulfate
General Conditions

- 1.) Contractor proposes and offers to furnish to the City of Pharr all of the City's Liquid Ammonium Sulfate (LAS) needs at unit prices stated on bid form official date of award to end of September 2019. Prices quoted are to remain unchanged for the awarded contract term. The Contract shall commence as stated in the Agreement until the stated expiration date unless terminated earlier in accordance with the contract. The City of Pharr reserves the right to extend the Supply Contract for an additional two (2) contract periods if the satisfactory and the unit prices(s) remain firm. Any renewal of the contract terms shall be based on: (1) City of Pharr fiscal years: October 1, 2019 – end of September 2020; and (2) October 1, 2020 – end of September 2021. If price remains firm, the City of Pharr reserves the right to continue to extend the contract for additional one year terms as may be allowed by law.
- 2.) LAS will be purchased per fiscal year (Oct-Sept) for the Water Treatment Plant at 1000 S. Bluebonnet. The City of Pharr has the right to increase and decrease the amount of inventory necessary at the site to meet all federal, state, and local regulations without penalty of a unit price increase which includes but is not limited to: purchasing, delivering, maintenance, storage, fuel charges, demand charges, etc. No extra charges will be assessed.
- 3.) LAS (see attachment A) shall be able to assist in producing "Superior" potable water and meet quality requirements set forth by Texas Commission on Environmental Quality in producing potable water. Each shipment of LAS shall always contain a minimum of 38% content of Ammonium Sulfate. Any content below said minimum shall be considered a breach of contract. All chemicals used for the treatment of water supplied for the public water system must conform to American National Standards Institute/ National Sanitation Foundation (ANSI/NSF); Standard 60 for direct additives and ANSI/NSF; Standard 61 for indirect additives. Certificate of analysis from a third party of product received must be provided for each shipment received.
- 4.) Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and save harmless City, its agents, servants, and employees, officials, and insurers ("Indemnities") from any and all liabilities, losses, damages, or expenses, including attorney's fees resulting from the negligent acts or omissions of Contractor, its employees, officers, agents or assigns while in performance of this Agreement.
- 5.) Contractor shall furnish the City of Pharr upon request with factual information as to existence and financial stability of company, along with a list of present cities being serviced and a laboratory test report of their polymer from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the contractor.
- 6.) Award of contract shall commence October 1, 2017 and formal acceptances by elected governing body and signature on contract from both parties and expire at the end of September 2019. This Agreement and its exhibits attached constitute the sole agreement between the City and Contractor. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, have been merged into this Agreement, and any terms or conditions not found have no force or effect.
- 7.) Delivery will be made on "as needed" basis. Payment will be made for delivered quantities only, in accordance with State of Texas Pay Law.
- 8.) Neither the Contractor nor its employees, agents, or assigns engaged in the delivery and off-loading of the LAS shall be considered employees of the City. The method and manner of performance of

such undertaking shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertaking at any time.

9.) The City of Pharr reserves the right to terminate the contract with or without cause. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.

10.) Any threats made to any employee of the City, be verbal or written, to discontinue the delivery of LAS or refusal to deliver LAS for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the contractor and purchase the LAS elsewhere.

11.) Contractor agrees **NO** extra charges of any type will be assessed during the contract period.

12.) The City of Pharr may hold bids 30 days after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.

13.) Historical Annual Usage is 450,000 lbs per fiscal years. To be delivered "as needed". It is understood that the number of pounds of Liquid Ammonium Sulfate mentioned are based on historical usage and is being provided as an aid to assist bidders in providing the City of Pharr, with the best unit price possible. Actual usage may vary up or down during the course of this on contract period. Prices bided are to remain unchanged for a period of the 2 years with option to extend. Units prices quoted shall be F.O.B. and delivered to locations and exacts spot (s) designated by City personnel.

Bidder's Company Name_____

WTP-Unit Price per lbs delivered and put in place-\$_____

Delivery Time (hours or days) _____

Able to delivery 365 days a year (Yes or No)_____

Respectfully submitted this ____ day of _____, 2017

Signature:_____

Print/Type Name:_____

Title:_____

Company:_____

Address:_____

Telephone NO:_____

Fax Number:_____

E-Mail Number:_____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Jason Arms, Director

DEPARTMENT: Innovation & Technology

DIRECTOR: Jason Arms

Agenda Item: Consideration and action, if any, approving a Community WiFi project in and around Jones Box Park.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: In 2015, the City of Pharr participated in a study that identified Pharr as an area that is under served by national carriers that offer broadband. This study also identified that people without adequate broadband (national standard of 25mbps) is less likely to engage in online learning, online banking or to use online medical programs.

The City of Pharr has partnered with the Pharr San-Juan Alamo Independent school district to, as part of this program, to allow students to access school learning resources so that students can do homework.

This project will be conducted by the Innovation & Technology director.

Financial Consideration: Project is unfunded and will need to be funded.

Staff Recommendation: Based on the project scope of work and the overall area, staff recommends the approval to deploy a community based free WiFi system in the area of Jones Box Park. Engineering of the system, support and operation of the system will be conducted by the Innovation & Technology department.

Alternatives: Do not deploy a free community based WiFi system.

ROUTING:

Jason Arms

Created/Initiated - 03/31/2017

Karla Moya

Approved - 03/31/2017

Patricia Rigney

Approved - 03/31/2017

City Management Office

Final Approval - 03/31/2017

TECHNOLOGY

Bridging a Digital Divide That Leaves Schoolchildren Behind

By CECILIA KANG FEB. 22, 2016

McALLEN, Tex. — At 7 p.m. on a recent Wednesday, Isabella and Tony Ruiz were standing in their usual homework spot, on a crumbling sidewalk across the street from the elementary school nearest to their home.

“I got it. I’m going to download,” Isabella said to her brother Tony as they connected to the school’s wireless hot spot and watched her teacher’s math guide slowly appear on the cracked screen of the family smartphone.

Isabella, 11, and Tony, 12, were outside the school because they have no Internet service at home — and connectivity is getting harder. With their mother, Maria, out of work for months and money coming only from their father, Isaias, who washes dishes, the family had cut back on almost everything, including their cellphone data plan.

So every weeknight, the siblings stood outside the low-slung school, sometimes for hours, to complete homework for the sixth grade.

“There’s just no funds left,” Maria Ruiz said later outside the family’s white clapboard rental home. “It worries me because it will become more important to have Internet when they have to do more homework.”

With many educators pushing for students to use resources on the Internet with class work, the federal government is now grappling with a stark disparity in access to technology, between students who have high-speed Internet at home and an estimated five million families who are without it and who are struggling to keep up.

The challenge is felt across the nation. Some students in Coachella, Calif., and Huntsville, Ala., depend on school buses that have free Wi-Fi to complete their homework. The buses are sometimes parked in residential neighborhoods overnight so that children can connect and continue studying. In cities like Detroit, Miami and New Orleans, where as many as one-third of homes do not have broadband, children crowd libraries and fast-food restaurants to use free hot spots.

The divide is driving action at the federal level. Members of the Federal Communications Commission are expected to vote next month on repurposing a roughly \$2 billion-a-year phone subsidy program, known as Lifeline, to include subsidies for broadband services in low-income homes.

“This is what I call the homework gap, and it is the cruelest part of the digital divide,” said Jessica Rosenworcel, a Democratic member of the commission who has pushed to overhaul the Lifeline program.

Ms. Rosenworcel cited research showing that seven in 10 teachers now assign homework that requires web access. Yet one-third of kindergartners through 12th graders in the United States, from low-income and rural households, are unable to go online from home. The Obama administration announced in July its own program to help address the problem, deploying free and affordable broadband into public housing.

The Lifeline plan has drawn strong criticism from the two Republicans among the five F.C.C. commissioners, and from some lawmakers, who say the program, which was introduced in 1985 to bring phone services to low-income families, has been wasteful and was abused.

In 2008, when the commission added subsidies for mobile-phone services to discounts for landlines, some homes started double-billing the program, and the budget for the fund ballooned. Various investigations, including a government review in early 2015, questioned the effectiveness of the phone program and whether the commission had done enough to monitor for abuse.

But advocacy groups for children and minorities have backed the F.C.C. plan, saying it will be important in preventing students from falling further behind their peers.

“For young people, broadband is like the air we breathe,” said James P. Steyer, chief executive of Common Sense Media, a nonprofit group known for its reviews and age-based ratings of videos, websites and books that has campaigned for the changes in Lifeline. His organization earns licensing fees from Internet service providers that may stand to gain from the expansion of the

F.C.C. program.

“It’s essential for school and future job opportunity,” Mr. Steyer said. “So it is desperately important that we make broadband affordable for low-income families and minorities, because we can’t be a society of haves and have-nots.”

Few places better illustrate the challenges faced by students without broadband than McAllen, in South Texas, and the surrounding area in the Rio Grande Valley. Poverty rates in the region are high. In some towns, as many as 40 percent of households have no access to the Internet, among the lowest access rates in the country, according to a 2014 study by the National Digital Inclusion Alliance.

Brigida Castro, who lives in a concrete home off a one-lane road in the town of Donna, said the main local Internet provider had told her it could not bring service to her street. Her daughter, Perla, 16, is a junior at a high school in the South Texas Independent School District geared toward directing students into medical professions. The school district has put Wi-Fi on more than 100 school buses to help students who do not have access at home, and Perla relies on school bus rides — nearly three hours a day — to finish homework.

“I could go home on a shorter bus route, but I want to get A’s,” Perla said.

Marla M. Guerra, superintendent of the school district, said that it had little choice but to require more technology in class work, even though many families did not have broadband access.

“We try to accommodate those without access in every way we can,” she said, “but we can’t hold back on our use of technology in the classrooms because we have to prepare our children for the world that is waiting for them.”

In McAllen Independent School District, which has 33 schools and 25,000 students, each location runs wireless hot spots 24 hours a day so that students can sit in parking lots or crouch against school walls to do homework into the night.

Some municipalities are trying other solutions. The city of Pharr, with the help of the Federal Reserve Bank of Dallas, has proposed using local tax funds to bring Internet service to all homes and to put free hot spots around town.

But the biggest boon would be the Lifeline overhaul.

“This is a population tailor-made for this F.C.C. plan,” said Jordana Barton, a community development director for the Federal Reserve Bank of Dallas. “Lack of broadband has inhibited their ability to participate in the economy, and over and over, what I see is the homework divide that is keeping children behind.”

Teachers do their part to help. In the McAllen school district, an eighth-grade math teacher, Sandra Guerra, recently chatted online with six students who were stuck on a problem about polynomials. She sent them a digital photo of the equation and detailed steps to solve the problem.

The next morning, knowing some students had no Internet at home and were working off worksheets she had prepared for them, Ms. Guerra started class with a review of the problem that had troubled other students the night before.

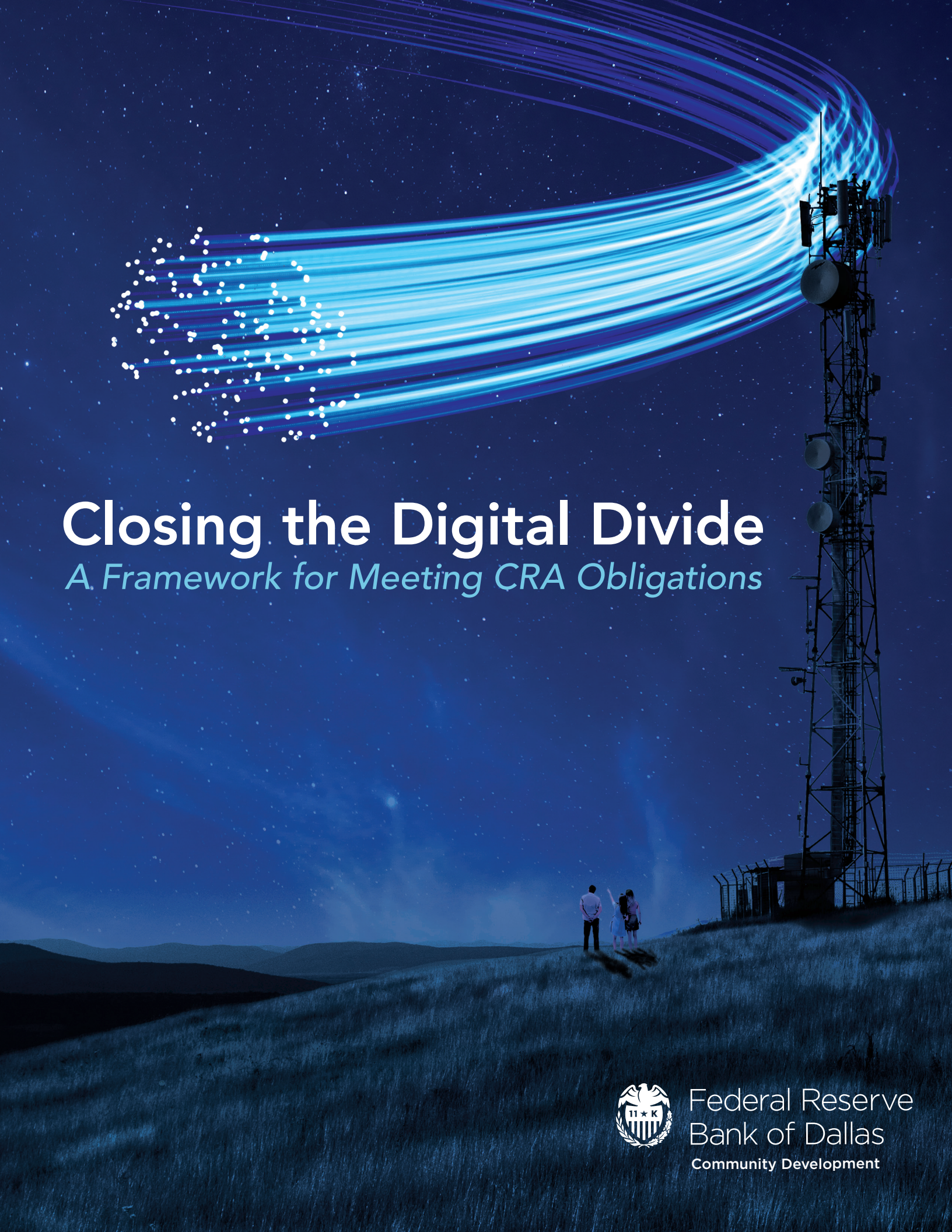
“I have 50 minutes with them in class, and I can’t cover everything in that time, so the learning continues when they are home and they can go online,” Ms. Guerra said.

Not every teacher is as understanding. Yunuen Reyes, 17, a high school senior in Pharr, does not have Internet at home and typically has three hours of homework a day that require research and collaboration with classmates online. Some assignments and take-home exams are due by midnight and must be submitted over the web.

So after her shift working at the drive-up window of a Chinese restaurant, Yunuen scrambles to find Wi-Fi at a nearby Starbucks or at fast-food restaurants. Often, she goes to the home of a friend who lets her use the family computer and Internet connection. Recently, she got a C on an English assignment that she had not completed before the deadline to submit it online.

“It’s stressful and embarrassing to keep asking my friend,” Yunuen said. “I don’t want to keep bothering her. But I also don’t want my teachers to think I’m making excuses.”

A version of this article appears in print on February 23, 2016, on Page A1 of the New York edition with the headline: Bridging a Digital Divide That Is Leaving Schoolchildren Behind.

The background of the entire page is a conceptual illustration. It features a dark, starry night sky. On the right side, a tall, dark communication tower stands on a grassy hill. From the top of the tower, a bright, glowing blue and white signal beam extends horizontally across the sky. This beam is composed of many parallel lines, giving it a sense of motion and energy. At the end of this beam, on the left side of the image, is a cluster of small, bright white dots arranged in a roughly circular pattern, resembling a constellation or a network of nodes. In the lower center of the image, two small human figures are standing on the grassy hill, looking up at the signal beam. The overall color palette is dominated by deep blues, blacks, and the bright whites and blues of the signal beam.

Closing the Digital Divide

A Framework for Meeting CRA Obligations



Federal Reserve
Bank of Dallas
Community Development

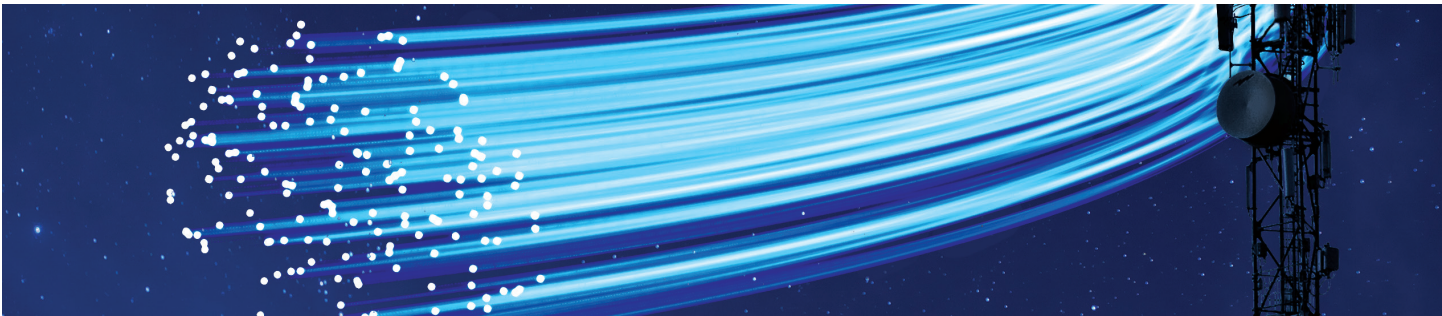
The purpose of this publication is to provide financial institutions:

- PART ONE: An understanding of how broadband is now an integral part of community development and meets the “primary purpose” definition of the Community Reinvestment Act (CRA).
- PART TWO: A road map of best practices for closing the digital divide.
- PART THREE: A selection of references and examples to help identify opportunities to close the digital divide in their communities.
- PART FOUR: A list of tips for preparing their case for digital opportunity investments and CRA reference guides to help ensure planned CRA activities meet regulatory requirements.
- PART FIVE: A template to make their case, which highlights the types of lending, service and investments that are valuable to their institution and target communities.
- PART SIX: Appendixes of broadband resources for understanding the needs and opportunities in their assessment areas.

“This publication provides a toolkit for bankers seeking to bring digital opportunity to underserved, rural and tribal communities through access to high-speed broadband. Bank investments as well as partnerships with local governments, nonprofits and educational groups can help ensure equitable access to the growing digital economy.”

Robert S. Kaplan
President and CEO,
Federal Reserve Bank of Dallas





Jordana Barton, MPA
Federal Reserve Bank of Dallas, San Antonio Branch

Introduction

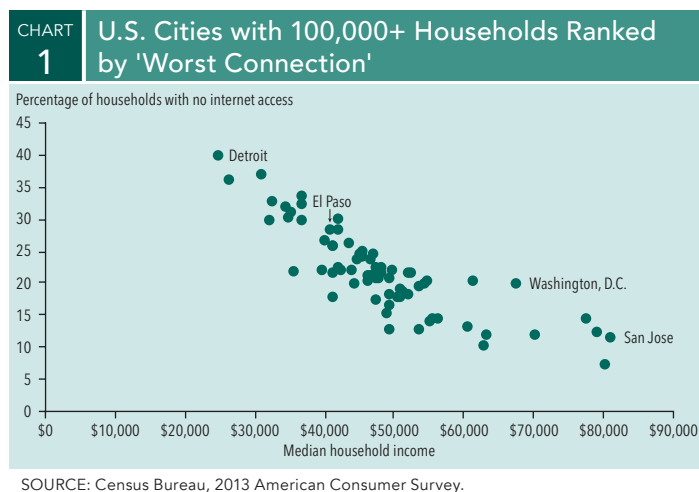
In recent decades, broadband has transformed our personal lives, how we do business and the economy at large. Access to broadband has become essential to make progress in all areas of community development—education and workforce development, health, housing, small-business development and access to financial services.

Furthermore, as the digital economy grows, digital inclusion represents economic inclusion. Yet broadband access and adoption continue to lag behind for certain population segments, including low-income and rural communities. This is referred to as the digital divide—i.e., the gap between people who have access to broadband services and know how to use the internet and those who do not have such access or knowledge.¹ The digital divide leads to further economic, social and political disparities for low-income and underserved populations.

TABLE 1 U.S. Cities with 100,000+ Households Ranked by 'Worst Connection': Median Household Incomes vs. Percent of Households With No Internet Access											
	City	Median household income	Percent of households with no internet access		City	Median household income	Percent of households with no internet access		City	Median household income	Percent of households with no internet access
1	Detroit	\$24,820	39.9	25	Omaha	\$47,512	22.9	49	Boston	\$53,583	19.9
2	Miami	\$31,070	36.8	26	Albuquerque	\$48,357	22.9	50	Denver	\$51,089	19.2
3	Cleveland	\$26,096	36.1	27	Pittsburgh	\$42,004	22.7	51	Arlington	\$51,400	18.9
4	New Orleans	\$36,631	33.8	28	Tampa	\$42,649	22.4	52	St. Paul	\$49,469	18.6
5	Buffalo	\$32,392	32.6	29	Fort Wayne	\$39,878	22.2	53	Long Beach	\$52,116	18.6
6	Memphis	\$36,722	32.3	30	St. Petersburg	\$43,894	22.2	54	Orlando	\$41,345	18.1
7	St. Louis	\$34,488	31.9	31	Corpus Christi	\$49,686	22.1	55	Charlotte	\$51,034	18.0
8	Milwaukee	\$35,186	31.2	32	Tucson	\$35,720	22.0	56	Minneapolis	\$50,563	18.0
9	Baltimore	\$42,266	30.4	33	New York	\$52,223	21.9	57	Lexington-Fayette	\$47,535	17.6
10	Cincinnati	\$34,605	30.3	34	Mesa	\$47,561	21.8	58	Lincoln	\$49,419	16.7
11	Toledo	\$31,907	29.8	35	Greensboro	\$41,150	21.8	59	Aurora	\$49,142	15.6
12	Philadelphia	\$36,836	29.8	36	Fort Worth	\$52,430	21.8	60	San Francisco	\$77,485	14.9
13	El Paso	\$41,129	28.7	37	Los Angeles	\$48,466	21.7	61	Austin	\$56,351	14.9
14	Dallas	\$41,978	28.5	38	Nashville-Davidson	\$46,803	21.5	62	Portland	\$55,571	14.8
15	Fresno	\$40,179	27.0	39	Oklahoma City	\$46,232	21.4	63	Raleigh	\$55,170	14.4
16	Wichita	\$43,538	26.6	40	Jacksonville	\$47,424	21.1	64	Henderson	\$60,819	13.5
17	Tulsa	\$41,495	26.2	41	Sacramento	\$48,034	21.1	65	Colorado Springs	\$53,550	13.2
18	Indianapolis	\$41,361	26.0	42	Las Vegas	\$49,289	20.9	66	Madison	\$49,546	12.9
19	San Antonio	\$45,399	25.3	43	Atlanta	\$46,485	20.8	67	Anchorage	\$79,045	12.8
20	Chicago	\$47,099	24.9	44	Urban Honolulu CDP	\$61,559	20.8	68	Seattle	\$70,172	12.2
21	Houston	\$45,353	24.9	45	Bakersfield	\$54,763	20.8	69	San Diego	\$63,456	12.0
22	Kansas City	\$45,551	24.4	46	Oakland	\$54,394	20.2	70	San Jose	\$80,977	11.6
23	Phoenix	\$46,601	24.1	47	Columbus	\$44,426	20.0	71	Virginia Beach	\$62,855	10.5
24	Louisville/Jefferson County	\$44,893	24.0	48	Washington, D.C.	\$67,572	20.0	72	Plano	\$80,448	7.7

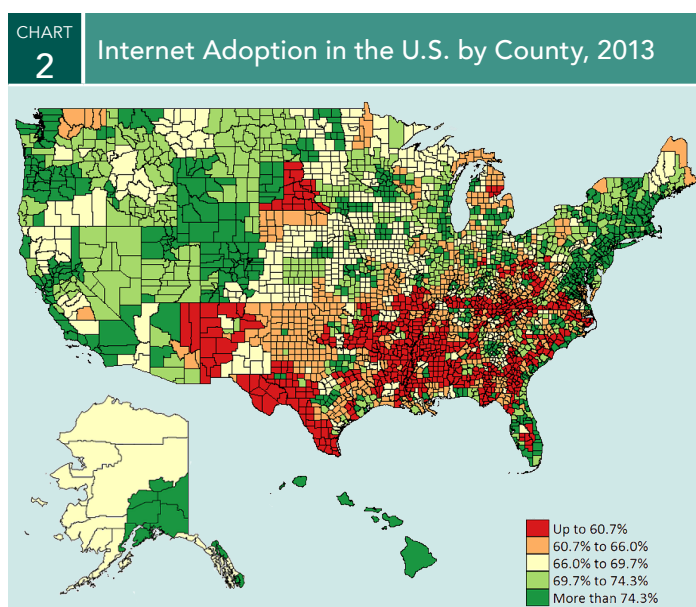
SOURCE: Census Bureau, 2013 American Consumer Survey.

Lack of broadband access disproportionately affects low- and moderate-income (LMI) communities. Households in the U.S. making \$25,000 or less have a broadband adoption rate of 47 percent, while those making more than \$100,000 have an adoption rate of 92 percent.² Table 1 compares median household income and the percentage of households with internet access in the 72 U.S. cities with 100,000 households or more, and ranks them by internet connectivity. The corresponding Chart 1 illustrates a clear correlation between household income and internet access at home.



The map in Chart 2 illustrates internet adoption in the United States by county. As noted by the Census Bureau, the map suggests that both income and geography help explain the digital divide.³ Although the county-level data offers a view of the big picture, even within counties with high levels of broadband adoption, there are often LMI neighborhoods that do not have access. Financial institutions and nonprofit community development organizations can use the U.S. Department of Commerce National Telecommunications and Information Administration's (NTIA's) *National Broadband Maps: How Connected Is My Community?* mapping tools to zoom in to the city and neighborhood level.⁴

While these mapping tools can be used as general guides, they are not diagnostic tools. When the mapping tools are used in relation to a particular project, it is critical to understand whether the local broadband network can deliver the necessary connectivity speed for the intended goals of a community.



SOURCE: Census Bureau, 2013 American Consumer Survey.

The Federal Communications Commission (FCC) defines broadband as a download speed of 25 Mbps (megabits per second) and an upload speed of 3 Mbps. However, communities should be aware that some applications of broadband require connection speeds that exceed the FCC definition. Indeed, many experts in the broadband field seek to help communities develop next generation (i.e., gigabit) fiber optic capacity to support current and future needs.

The CRA provides a significant opportunity to help close the digital divide across communities while simultaneously benefiting financial institutions and improving economic stability. The CRA is a law that encourages banks to make loans and investments and provide services to LMI communities. The law was passed in 1977 to address redlining—the denial of credit to individuals based on where they live. Every year, the CRA helps bring more than \$100 billion in capital to LMI communities across the country. The law is intended to be broad, flexible and responsive to changes within communities.

Understanding Broadband, Community Development and CRA

PART ONE

“Like electricity a century ago, broadband is a foundation for economic growth, job creation, global competitiveness and a better way of life. It is enabling entire new industries and unlocking vast new possibilities for existing ones. It is changing how we educate children, deliver health care, manage energy, ensure public safety, engage government, and access, organize and disseminate knowledge.”⁵

— Federal Communications Commission (FCC)

Infrastructure

Under the CRA, infrastructure investment includes facilitating the construction, expansion, improvement, maintenance or operation of essential infrastructure or facilities for health services, education, public safety, public services, industrial parks or affordable housing. An investment or loan applied to broadband infrastructure would need to be for the purpose of serving LMI individuals and/or geographies or revitalizing or stabilizing an LMI geography or nonmetro middle-income geography.

Broadband is now a basic infrastructure needed in all communities. Yet according to the FCC’s 2016 Broadband

Progress Report, 34 million Americans lack access to fixed broadband at speeds of at least 25 Mbps for downloads and 3 Mbps for uploads.⁶ When addressing the nature of a community’s digital divide, the “three legs of the stool” of broadband adoption should always be considered:

1. Broadband access
2. Computer access
3. Training and technical assistance

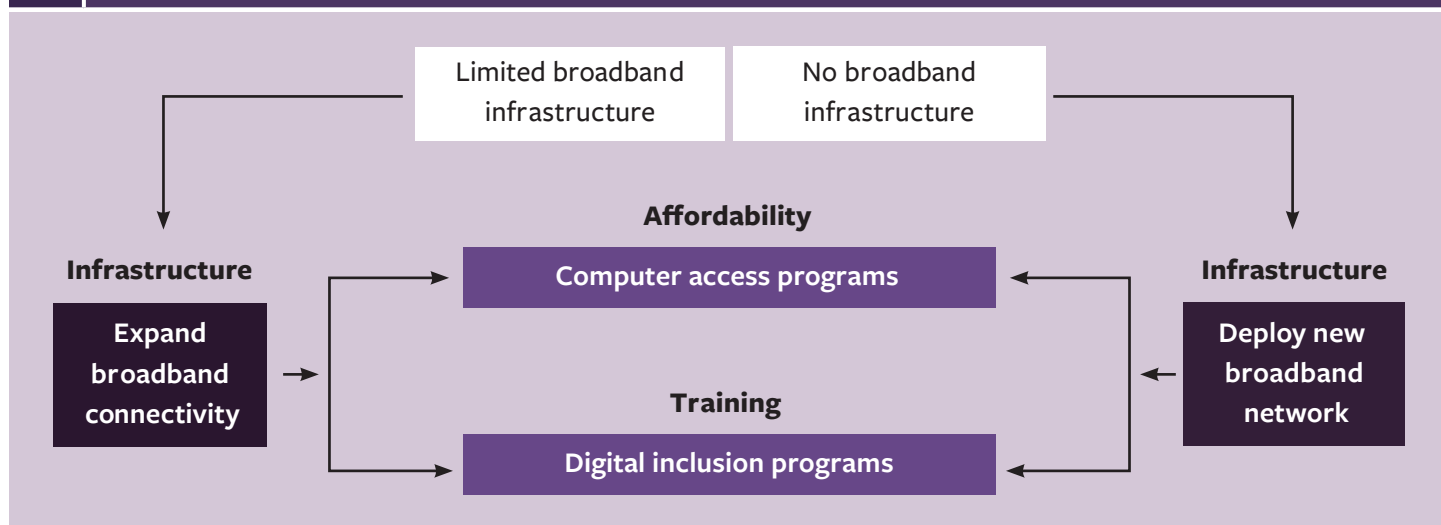
However, the three legs of the stool are not equal. As illustrated in Diagram 1, in communities with limited broadband infrastructure or no broadband infrastructure, investment in computer access or skills training will not be effective until investment in broadband infrastructure is developed. This is because owning a computer and knowing how to use it effectively are not relevant unless there is a sufficient connection to the internet.

For types of broadband infrastructure expansion and deployment strategies, see Appendix A.

Workforce Development

Workforce development, a key area of community development under the CRA, is a valuable tool for lifting people out of poverty and for creating upward mobility.

DIAGRAM 1 Broadband Infrastructure: The Prerequisite for Closing the Digital Divide in Low- and Moderate-Income Communities



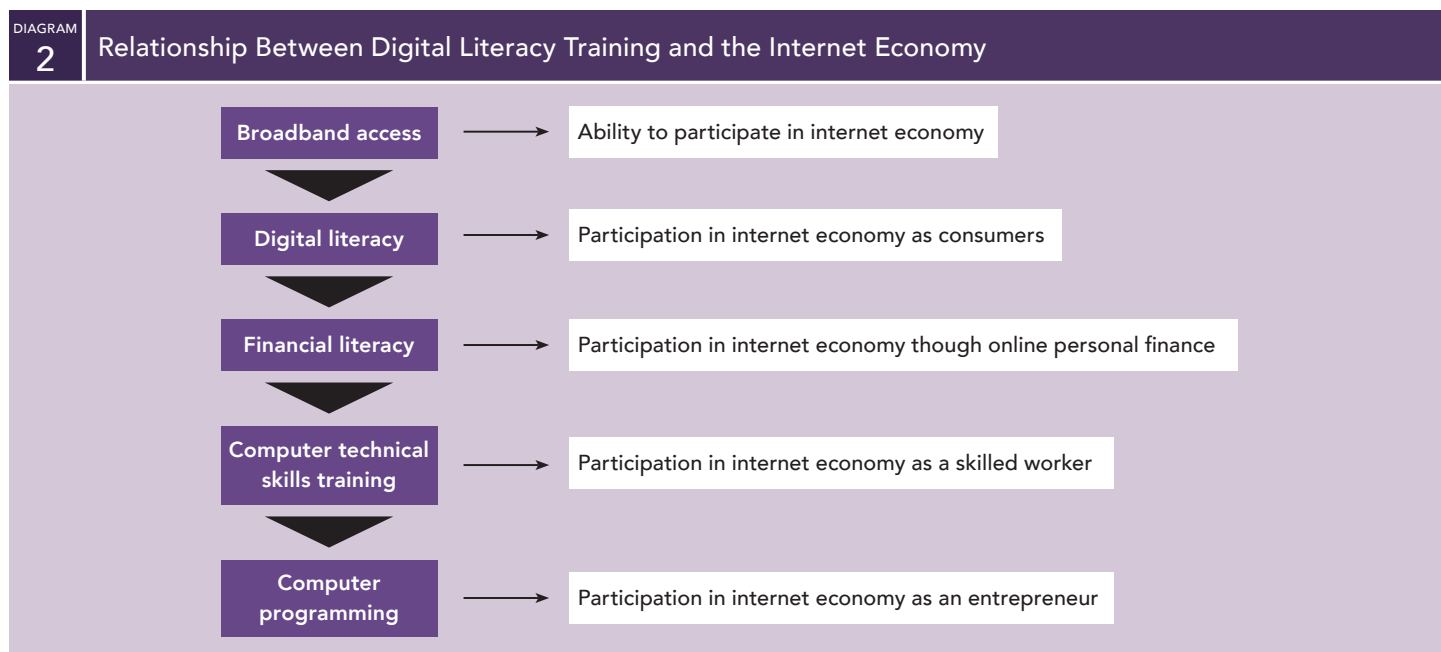
SOURCE: Federal Reserve Bank of Dallas.

Workforce opportunities are hindered when LMI communities lack broadband access. Today, 60–70 percent of jobs are posted online. More than 80 percent of jobs for those with bachelor degrees or better are posted online.⁷ According to the Pew Research Center, “37 percent of nonbroadband adopters indicate that it would not be easy for them to create a professional resume if they need to do so; 30 percent would find it difficult to contact an employer via email, or fill out an online job application; and 27 percent would have a hard time finding online lists of available jobs in their area.”⁸ Additionally, many job training programs are only offered online. For individuals who live in areas without workforce development centers or community colleges, or who lack transportation or experience barriers due to long distances, internet access could help them participate in training and certification programs.

Digital Skills Gap. Computer and internet skills are critical in today’s job market. As the nation recovers from the Great Recession, growth for digital-intensive middle-skill jobs has been equivalent to the growth of high-skilled positions over the same period (4.8 percent for digital middle skills and 4.7 percent for high-skill positions from 2010–13). “Middle-skill jobs are those with less than 80 percent of postings calling for a bachelor’s degree and with a median hourly wage above the national living wage of \$15.

Nearly 8 in 10 middle-skill jobs in today’s workforce require digital skills, representing 32 percent of all labor market demand in the nation. Digitally intensive middle-skill jobs have grown more than twice as fast as other middle-skill jobs in the past decade, and pay wages, on average, 18 percent higher than middle-skill jobs without a digital component.”⁹ Indeed, middle-skill jobs that are not digital-intensive have had the slowest growth of any category, behind even low-skilled positions—1.9 percent for nondigital middle-skill jobs between 2004 and 2013 compared with 2.9 percent for low-skilled jobs. These positions, which are primarily in transportation, construction and installation/repair, lag in pay, growth and opportunity.¹⁰

Capital One and Grovo developed the Future Edge training program for nonprofits to prepare workers for middle-skill and high-skill jobs that require digital literacy. The program educates participants on 10 basic digital competencies, including Microsoft Office Suite, computer fundamentals and online communication and etiquette.¹¹ The program recognizes that after achieving broadband access, the first step on the pathway to full participation in the digital economy is digital literacy. Diagram 2 shows the relationship between digital inclusion training programs, such as Future Edge, and the internet economy.



SOURCE: Federal Reserve Bank of Dallas.

TABLE 2 Households with School-Age Children that Do Not Have Broadband Access					
Percent lacking a high-speed connection at home	All	White	Black	Hispanic	Asian
Annual income under \$50,000	31.4	24.6	38.6	37.4	15.5
\$50,000+	8.4	6.7	13.0	12.8	4.0
Percent with a high-speed connection at home					
All households with school children	82.5	88.0	71.5	72.2	92.3
Annual income under \$25,000	60.3	67.9	53.6	54.8	79.0
\$25,000–\$49,999	75.7	80.6	71.2	69.2	88.8
\$50,000–\$99,999	88.2	90.5	84.1	82.1	94.0
\$100,000–\$149,999	94.3	95.1	91.7	90.6	96.5
\$150,000+	96.7	97.0	93.5	93.9	97.9

SOURCE: Pew Research Center Analysis of 2013 American Community Survey.

Education and the Homework Gap. Access and skill in using the internet effectively have become essential for educational and economic opportunity. It is reported by the Census Bureau that education and broadband adoption are positively related, meaning that households with less educational attainment have lower rates of broadband adoption. Only 43 percent of individuals without a high school diploma use the internet, compared with 90 percent for those with a college degree.¹² Thus, to provide a curriculum that is relevant and prepares students for the job market, teachers are increasingly assigning homework that requires internet access. Low-income students are at distinct a disadvantage. It is common to hear stories of students doing their homework in fast-food restaurants or outside of school buildings after hours to access free Wi-Fi hot spots.¹³

Eighty-four percent of the nation’s K–12 teachers report the digital divide is growing in their classrooms due to unequal access to essential learning technology resources at home. As shown in Table 2, “roughly one-third (31.4 percent) of households whose incomes fall below \$50,000 and with children ages 6 to 17 do not have a high-speed internet connection at home. This low-income group makes up about 40 percent of all families with school-age children in the United States. ... By comparison, only 8.4 percent of households with annual incomes over \$50,000 lack a broadband internet connection at home. In other words, low-income homes with children are four times more likely to be without broadband than their middle or upper-income counterparts.” This is referred to as the “homework gap.”¹⁴

Access to Financial Services

The provision of retail banking services in LMI communities is fundamental to the CRA service test. Having a relationship with a bank is an essential tool for building wealth and assets. In a study of low-income residents in south Dallas, the Dallas Fed reports, “... Owning a checking account is positively related to owning a savings account, having a mortgage and cashing paychecks through direct deposit or at a bank. When other factors are held constant, individuals with a checking account are 4.6 times as likely to have a savings account and 2.3 times as likely to have a mortgage or cash their paychecks through direct deposit or at a bank.”¹⁵ The digital divide can be a barrier to improving the number of people with full access to banking. And, the reverse is also true: Closing the digital divide can open up opportunities for LMI individuals to gain access to safe financial services and products, especially due to the rate at which technology is transforming banking and how people access services.

More and more services are now available without making a trip to a branch. A few examples include:

- Online (internet) banking—accessing a bank account via a laptop, desktop or tablet
- Mobile banking—using a smartphone to access a bank account
- Remote deposit capture—scanning checks on a bank’s mobile phone app and sending them to the bank electronically for deposit

Additionally, banks recognize the necessity of having an online presence. According to the Pew Research Center, 61 percent of total internet users bank online. Thirty-five percent of cell phone users said they had used their phone to check their bank account or perform transactions, up from 18 percent in 2011.¹⁶ The Federal Deposit Insurance Corp. (FDIC) notes the following trends:

- Total number and density of banking offices declined during the post-2008 Great Recession period.
- Total office closures exceeded openings since 2010.
- The impact of technology on transactions is strongest amongst younger consumers, i.e., weekly branch usage was 38 percent lower among consumers aged 18-29 than among consumers aged 30-39.
- Branch transactions have declined. From 1993 to 2013, teller transactions per office declined by 45 percent, and from 2003 to 2012, paper checks fell from 43 percent of non-cash payments to 15 percent.¹⁷

Based on the trends provided by the FDIC and a recent study by the Federal Reserve System on consumers and mobile financial services, there is a significant shift toward mobile and online banking. According to the Federal Reserve report, “the three most common mobile banking activities among mobile banking users were checking account balances or recent transactions (94 percent), transferring money between an individual’s own accounts (58 percent) and receiving an alert (e.g., a text message, push notification or e-mail) from their bank (56 percent).” Furthermore, “43 percent of adults with mobile phones and bank accounts reported using mobile banking, an increase of 4 percentage points from the prior year’s survey.”¹⁸ In May 2016, the FDIC released a mobile banking report which found, “while not a cure-all, mobile financial services can help banks address many of the core financial service needs of underserved consumers, especially in areas where traditional banking channels may be perceived to be less successful.”¹⁹

Additionally, the ever-growing number of apps and innovations in the financial technology industry, or “fintech,” represent a recognition of the vast market opportunity in all income categories, especially with the millennial generation. The top fintech startup companies include, Betterment, WePay, Affirm and CommonBond.²⁰

It is important to note that for some types of transactions, mobile or online are the most efficient choice for banks and for people who have access. However, establishing a personal relationship with a bank can be more effective in applying for a loan or receiving financial guidance, i.e., a personal relationship and knowledge of an individual’s character, one of the “Five C’s of Credit” can be more accurate than an algorithm alone.²¹ The 2015 FDIC study shows that lower-income people use in-person banking more than those with higher incomes.²² And, a Gallup study confirms that certain services—such as applying for loans—are much more likely to happen at brick-and-mortar locations than through mobile access.²³ In “U.S. Smartphone Use in 2015,” Pew finds that low-income Americans are more dependent on smartphones for internet access than higher income Americans because they lack other broadband service at home or have limited options for getting online other than a cell phone. Simultaneously, the study found that low-income Americans are more susceptible to lapses in their internet service due to nonpayment or limited data plans.²⁴

Moreover, in light of the digital divide, the need for online access does not supplant the need for brick-and-mortar presence in LMI communities. Similar to the current national discussions on striking the most appropriate balance between in-person medical care and telemedicine, a balance between online and face-to-face banking is optimal to provide LMI communities the range of opportunities that will best serve them and our nation’s financial institutions. Under the CRA service test, banks will need to demonstrate that their alternative delivery methods for providing retail banking are successfully serving LMI people in their assessment area.

Small-Business Development

“Uber, the world’s largest taxi company, owns no vehicles. Facebook, the world’s most popular media owner, creates no content. Alibaba, the most valuable retailer, has no inventory. And Airbnb, the world’s largest accommodation provider, owns no real estate. Something interesting is happening.”²⁵

— Tom Goodwin, Havas Media

One of the goals of the CRA is to promote economic development through small-business development, which broadband access profoundly impacts. Communities with high-speed broadband infrastructure provide an environment that promotes small-business development. A 2014 study notes that “communities where gigabit broadband was widely available enjoyed higher gross domestic product (GDP), relative to similar communities where gigabit broadband was not widely available.” The 14 communities in the study “enjoyed over \$1 billion in additional GDP when gigabit broadband became widely available.” The study refers to the Chattanooga, Tennessee, municipal-owned gigabit broadband service that has created “1,000 new jobs, increased investments and a new population of computer programmers, entrepreneurs and investors.”²⁶

A recent study by the Boston Consulting Group finds that the impact of the internet on GDP in the U.S. is 4.7 percent, i.e., the internet accounted for \$684 billion, or 4.7 percent of all U.S. economic activity in 2010. The study further reports that “the internet economy in the developed markets of the G-20 will grow at an annual rate of 8 percent over the next five years, far outpacing just about every traditional economic sector, producing wealth and jobs.”²⁷ Membership in the G-20 includes 20 of the world’s largest advanced and emerging economies “representing about two-thirds of the world’s population, 85 percent of global gross domestic product and over 75 percent of global trade.”²⁸

With some knowledge of coding and a great idea to meet a human need, Google and Facebook were created—a testament to the entrepreneurial spirit and innovation that the internet unleashes. The key to growing entrepreneur-

ship in the internet economy is to promote the expansion of broadband networks. Consider that before the advent of the internet, telecommunications and information technology innovations happened at the center of the network and were created by the engineers working in the industry. The internet, however, makes unbounded innovation possible on the periphery of the network, i.e., with a person and a computer.²⁹ Closing the digital divide for budding and established entrepreneurs makes it possible for them to have access to the internet for realizing their innovative business ideas.

The internet is a valuable tool that makes basic business processes, such as payroll and payments, more efficient. Furthermore, entrepreneurs are able to capture an audience and customers, sell a product and promote and conduct their businesses in a cost-effective and accessible way. It opens up the global marketplace to companies and facilitates potential partners or allies within the same industry. This “partnering” of companies within the same industry is clearly the trend in fintech. As fintech startup companies have proliferated with mobile apps for payments, investing, lending and more, the discussion has centered on the “disruptive” nature of the companies to the traditional banking industry.

The success of the new companies in reaching more people more efficiently and effectively can be seen as a threat. However, the recent trend has been for banks to partner with the fintech companies, such as the partnership between marketplace lender OnDeck with JPMorgan Chase & Co.³⁰ Furthermore, the implication for rural communities is significant since access to high-speed broadband can help businesses thrive and no longer be dependent on physical proximity to a broad customer base. Having broadband infrastructure has the potential to make geography irrelevant for some types of businesses.

Affordable Housing

Investment in affordable housing for LMI communities is a key aspect of community development under the CRA and provides opportunities for banks to partner with local public housing authorities (PHAs) and community housing development organizations (CHDOs) to not only build affordable housing, but to also close the digital divide.

Acknowledging that broadband internet connectivity is now considered a basic public utility such as electricity and water, federal agencies such as the U.S. Department of Housing and Urban Development (HUD) have made broadband access in the home a priority. For example, ConnectHome is a joint effort of HUD and the White House to encourage broadband adoption by residents living in HUD-assisted housing developments across the U.S. The pilot program includes 28 communities across the country and encourages collaboration between local governments, public housing agencies, internet service providers, philanthropic foundations, nonprofit organizations and other relevant stakeholders in an effort to create local solutions for closing the digital divide.

ConnectHome seeks to:

- Make broadband more adoptable by building new models to provide broadband infrastructure and to offer residents free or discounted service
- Make broadband internet more valuable by giving residents localized, free and culturally sensitive training in essential digital literacy skills that will allow them to effectively use high-speed internet
- Make broadband internet adoption sustainable by providing devices and technical support to residents³¹

ConnectHome was well received in 28 pilot communities across the nation, and HUD is planning ConnectHome 2.0 to reach more communities.

A recent article in *The New York Times* highlights the impact of the digital divide in Detroit, which has “the worst rate of internet access of any big American city, with four in 10 of its 689,000 residents lacking broadband. ... The consequences appear in the daily grind of finding connectivity, with people unable to apply for jobs online, research new opportunities, connect with health insurance, get college financial aid or do homework.” Public libraries are often looked upon as replacements for broadband in the home; however, this solution has limitations. Time limits on computer use and long wait times at public libraries and community centers can prevent those most in need from accessing the internet for these basic services.³² Even if a

person goes to the library to apply for a job online, he may not be able to return to the library every day to check email to see if he has been granted an interview.

To address the need for affordable broadband access in the home, the FCC released the Lifeline Modernization Order in April 2015. This order expands the Lifeline universal service program to include broadband. The program “was created in 1985 and currently provides a monthly \$9.25 subsidy for telephone voice service to over 13 million low-income households.” In addition, “the FCC’s Consumer and Governmental Affairs Bureau will develop a digital inclusion plan. ... The plan will engage consumer groups, community and philanthropic organizations, local government, and industry stakeholders to explore strategies to increase the availability of affordable service and equipment, digital literacy training, and relevance programming.”³³

Another HUD program that allows funds to be used for broadband projects is the Community Development Block Grant (CDBG) program. The CDBG program provides communities with resources to address a wide range of unique community development needs, including affordable housing and broadband. On May 17, 2016, HUD Secretary Julián Castro issued a proposed rule change that would require broadband infrastructure to be incorporated into most HUD-financed multifamily housing developments during construction or when existing facilities are rehabilitated. Secretary Castro said, “Ensuring that future HUD funded properties are broadband ready reaffirms our commitment to closing the digital divide beyond modems and laptops. ... We want to give our residents and their children the opportunity to connect to the world and compete in the 21st century.”³⁴

Access to Health Care

Health is fundamental to individuals, families and the economy. “Good health reduces poverty, protects family assets, improves educational performance, increases labor productivity, enhances the investment climate and, through all of these things, stimulates economic growth.”³⁵ Health is considered an important area of the CRA, and in 2014, the Dallas Fed published a framework for financial institutions to invest in healthy communities. The publication makes the case that good health is good for the economy at the

individual and household level and for regional and national economies.³⁶

Today, the provision of quality health care relies on the use of digital health information and tools. Increasingly, health providers expect their patients to use digital tools and applications to ensure better health outcomes. Without broadband access, digital literacy training and technical support, LMI patients are at a disadvantage when it comes to managing their health outcomes in a digital society. In addition, some geographies with broadband access may not have sufficient speeds to accommodate the transmittal of certain data used in telemedicine.

The World Health Organization defines telemedicine as "the delivery of healthcare services, where distance is a critical factor, by all health care professionals using information and communication technologies for the exchange of valid information for diagnosis, treatment and prevention of disease and injuries, research and evaluation, and for the continuing education of health care providers, all in the interests of advancing the health of individuals and their communities."³⁷ This publication uses the terms telehealth and telemedicine interchangeably.

Many LMI communities across the U.S. lack access to quality and appropriate health care due to geographic location, such as the Texas–Mexico border region with a mix of urban and rural areas that have a lower ratio of health care professionals to population and a scarcity of specialists in their communities.³⁸ Broadband access is an essential means for these communities to create alternative opportunities for accessing health care through proven technologies such as telemedicine. The Department of Health and Human Services' Office of the National Coordinator for Health Information Technology identifies telehealth as a means to improve the care provided to Americans by addressing gaps in access and quality of health care services, assisting in the transformation of primary health care practices, and by overcoming geographic barriers to health care.³⁹

Many government agencies use telehealth to serve their diverse patient populations. In fact, federal agencies such as the Department of Defense and the Department

of Veterans Affairs administer the country's largest telehealth programs, which provide direct patient care. With broadband access at sufficient speeds, specialists can see patients, share health information and confer with primary care doctors who are hundreds of miles away.

State agencies, including the Texas Health and Human Services Commission (HHSC), now offer online and mobile applications for people to conveniently assess eligibility and apply for state programs such as Supplemental Nutrition Assistance Program food benefits, Medicaid, the Children's Health Insurance Program or Temporary Assistance for Needy Families benefits. The goal of the "Your Texas Benefits" app is to make it possible for people to find out if they are eligible for state benefits through their smartphone. Additionally, as noted in an HHSC publication, "One of the most common reasons people visit our offices is to drop off documents, and we want to make that process easier for people who work or have children or limited transportation."⁴⁰

Identifying Best Practices

PART TWO

As digital access became more important, the progress schools and other nonprofits made in closing the digital divide came intermittently. For example, in some cases, computers would be handed out to students who had no training or internet access at home. Or training would be given to older adults, but they would have no online access in their daily lives. In those cases, the intended goal was not achieved. To achieve success, it is critical to invest in community programs that include all of the “three legs of the stool” of broadband adoption:

Broadband access

Computer access

Training & technical assistance

When there is an opportunity, banks can blend or layer the types of investments they make in broadband to include the “three legs of the stool.” An example would be investing in infrastructure with a loan for a middle-mile fiber-optic project and supporting adoption programs through grants that provide computers and technical assistance/training to LMI families. To take their work even further, bank employees can offer online financial education/online banking training as part of their efforts to provide relevant skills that help people apply the usefulness of the training in their everyday lives.

Measure outcomes to identify what works. The U.S. Department of Commerce National Telecommunications and Information Administration’s (NTIA’s) Broadband USA is working with communities to define the measures that accelerate local, regional and national broadband efforts. The goal is to provide metrics to help communities better measure and demonstrate the impact of their programs or projects. See NTIA Broadband USA in Appendix C.

Programs need to consider the barriers to adoption people experience: access, cost, relevance, perception and skills. For example, an organization can make training relevant by teaching computer and internet skills by having participants complete online workforce development certification programs or apply for jobs online or by offering financial literacy modules that include learning how to use online banking features, such as remote deposit. Best practices for broadband adoption are provided in the NTIA Broadband Adoption Toolkit.⁴¹

Best practices for effective public-private partnerships in providing broadband to communities can be found in three key publications. The White House publication, “Community-based Broadband Solutions”; Gig.U’s *The Next Generation Network Connectivity Handbook: A Guide for Community Leaders Seeking Affordable, Abundant Bandwidth*; and the U.S. Department of Commerce’s, National Telecommunications and Information Administration’s *NTIA: Public-Private Partnership Guide*.⁴²

Communities should consider the internet speed that will meet their economic development goals. For example, a community may have plans to work with hospitals and clinics to use telemedicine to bring health care to underserved areas, some of which requires gigabit speed. Or, a local university may need gigabit speed to conduct advanced research.

Training programs for youth and adults should cover the subject of internet safety and security. A useful resource is the nonprofit Common Sense Media’s K-12 digital citizenship curriculum. For this and related resources for educators, parents and youth, visit www.commonsensemedia.org.

Definitions

Middle Mile—The wire-line infrastructure that runs between the internet service provider's central office and internet point of presence. Middle-mile infrastructure connects places or communities to infrastructure, but doesn't connect individual homes or buildings.

Fiber-to-the-Premises(FTTP)/Fiber-to-the-Home (FTTH)—High-speed internet infrastructure that connects directly to residents' homes. By comparison, some communities have fiber infrastructure that connects business districts or community anchor institutions like schools and hospitals.

Dark Fiber—Fiber that is in place but not being used. Communities and businesses often deploy dark fiber during a construction project for other purposes, such as fixing sewer lines, since the incremental cost of such deployment is low compared with the significant cost of construction solely for the sake of deploying the fiber. The fiber can be “lit” at such time as the demand justifies providing a service over fiber.⁴³

Last Mile—Broadband service to the end-user devices through an intermediate point of aggregation. In most cases, the last-mile connection goes from the end-user device (in the home) through an intermediate point of aggregation (i.e., a remote terminal, fiber node, wireless tower or other equivalent access point) to a primary internet provider (IP) routing entity in a centralized facility.⁴⁴



A student from PSJA ISD's Garza-Peña Elementary School participates in a computer skills class. Photo credit: Pharr-San Juan-Alamo ISD.

Identifying Opportunity

PART THREE

Become familiar with state and local experts and projects. See Appendix C for resources to understand the digital divide in your assessment area, and use the best practices noted in part two to evaluate opportunities.

Use the Census Bureau and U.S. Department of Commerce NTIA for map resources showing broadband connectivity in various geographic areas—national, state and local. See Appendixes C and D.

Examples of Initiatives to Close the Digital Divide

For successful examples of public-private partnerships that provide local broadband infrastructure, see “Community-based Broadband Solutions” and The Next Generation Network Connectivity Handbook: A Guide for Community Leaders Seeking Affordable, Abundant Bandwidth.⁴⁵ The stories of Chattanooga, Tennessee, Lafayette, Louisiana, the Choctaw Nation Tribal Area, Oklahoma, and others are highlighted.

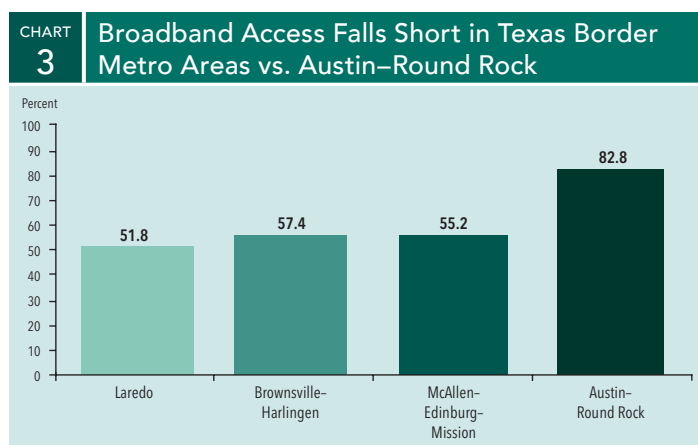
Successful examples of programs that focus on the adoption of computers and broadband in LMI communities can be found in the U.S. Department of Commerce's, NTIA Broadband Adoption Toolkit.⁴⁶ Additionally, for an example of a web tool designed to be used by digital inclusion programs, see Money Smart Kansas City, a resource created by the FDIC, the Kansas City Fed and other partners.⁴⁷ Featured below are three additional examples.

Digital Opportunity for the Rio Grande Valley (DO4RGV), South Texas

www.dallasfed.org/microsites/cd/colonias/econop.html

In 2015, the Dallas Fed released a report about Texas colonias—low-income peri-urban and rural informal settlements along the Texas border region—characterized by their lack of basic infrastructure and substandard, often self-built housing. The study involved focus groups with colonia residents. One theme that arose from the conversations with residents was the lack of access to the internet. The report found that the digital divide was a factor preventing residents from accessing regional labor

market opportunities. Additionally, the report described the challenges colonia students face in school because of their inability to complete homework assignments due to lack of internet service and computers at home.⁴⁸ Of the 381 metropolitan areas in the U.S., those with the lowest rates of internet use by individuals include three Texas border metropolitan statistical areas (MSAs)(Chart 3).



SOURCE: Census Bureau, 2013 American Consumer Survey.

The serious concern about the digital divide in the border region led the Dallas Fed to convene a collective impact group of Rio Grande Valley community members to discuss the issue and determine possible approaches to solving the problem. The members of the collective group include:

- Dallas Fed
- University of Texas Rio Grande Valley (UTRGV)
- Texas Association of Telecommunications Officers and Advisors (TATO)
- Pharr–San Juan–Alamo (PSJA) Independent School District (ISD)
- City of Pharr
- La Joya ISD
- Region One Educational Service Center
- ACT
- Health and Human Services Commission
- City of McAllen
- City of Brownsville
- Deep South Texas Financial Literacy Alliance

- Doctors’ Hospital at Renaissance and others

Out of the initial meeting, the DO4RGV was formed, and the quest to find the solution began. The colonias report revealed that policy approaches that address issues in silos don’t solve the biggest challenges in the region, and great value is left on the table. As the group discussed how broadband had been approached in the past, members realized that working in silos led to piecemeal or “band aid” projects that did not get the desired results. The group learned that what was needed was a comprehensive, holistic approach for the region.

With the knowledge that TATO brought to the table in meetings with local officials, DO4RGV was able to identify the ultimate goal: The creation of a robust fiber-optic regional network that connects the major anchor institutions and provides the infrastructure for companies or co-ops to cost effectively provide last-mile, fiber-to-the-home or Wi-Fi service to LMI residents. The group began to understand how it could transform the economy of the region.

To start building the network, the group decided to implement a demonstration middle-mile project with the city of Pharr and PSJA ISD focusing on:

Infrastructure. DO4RGV is mobilizing resources and working with local governments, PSJA ISD and the city of Pharr to build and own its own broadband network that will be used as a springboard to incentivize the last mile. The goal is for internet service providers to lease from the municipal network to provide the last-mile services to residents, as Google Fiber announced it would do in Huntsville, Alabama.⁴⁹ CTC Technology has been hired to complete the strategic plan/feasibility study for the project.

School district. In fall 2016, more than 100 students and their families from PSJA will be provided with computers, broadband access and bilingual training and technical support as evidence of the impact DO4RGV can achieve for the region.

The purpose of the demonstration is to create a successful replicable model to roll out across the Rio Grande Valley. Regional anchor institution, UTRGV, has been involved throughout the project and will be an important player in taking the project to scale across the region. In addition, a partnership with UTRGV’s College of Business

and Entrepreneurship will provide trained IT students who will work with the students and families at PSJA. Together, the college students and the K-12 students will make up the “Digital Opportunity Corps” who will serve as experts in their communities.

Local banks have stepped up to support the project. BBVA Compass, the bank with the most branches along the U.S.–Mexico border, has provided a grant for the strategic plan/feasibility study. BBVA also offered to make its online financial education program a part of the digital inclusion training for students and parents at PSJA. Additionally, Capital One provided seed money for the demonstration.

Objectives:

- Improve educational opportunity and results for Pre-K–12 students and their families across the region (close the “homework divide”)
- Improve access to workforce opportunities, including training and job opportunities
- Improve access to health care providers and telemedicine
- Improve access to the internet and online marketing for microentrepreneurs in the region
- Improve access to financial services and online banking
- Improve financial literacy through access to online training platforms

West Central Minnesota Fiber-Optic Cooperative

www.ilsr.org/wp-content/uploads/downloads/2016/04/rs-fiber-report-2016.pdf

This example in rural Minnesota demonstrates how banks can make loans and investments in broadband for LMI communities or distressed and underserved nonmetro middle-income geographies.

City councils in 10 west central communities were dissatisfied with the state of their telecommunication services. Existing networks were insufficient to carry the volume of data at speeds necessary to meet future economic development needs. The incumbent providers were unable to find a way to invest in a fiber-to-the-home-and-farm network.

Even after the communities said they would be passive investors and allow providers to retain their customers, the incumbents were still unable to work with the cities. This was the motivation behind the development of the fiber-optic cooperative. RS Fiber Cooperative, named because the entire network was located in Renville and Sibley counties, is in the first year of a six-year construction schedule to build a \$45 million telecommunications network. This network will provide high-speed fiber-optic connectivity to communities in south central Minnesota and provide broadband service to homes, farms, businesses, health care facilities, schools and local government in competition with current commercial providers.

This unique initiative received full support from the 10 municipalities and 17 townships involved. The main objective is to provide affordable and quality broadband access along with other services such as cable and telephone. To achieve this, the 10 cities bonded for more than half the \$15 million Phase One cost. The bond proceeds were loaned to the cooperative, and that loan was made subordinate to additional loans. Phase Two, which will cost \$30 million, will extend fiber-to-the-farm in each of the townships that have elected to join the project. RS Fiber Cooperative hired Hiawatha Broadband Communications (HBC) to provide the internet, telephone and television services across the network. The project is expected to result in enhanced economic development opportunities for businesses and job creation for local residents.

An informal consortium of community banks, including the First National Bank of Fairfax (FNB Fairfax), has participated on a construction line of credit. FNB Fairfax has also committed an equity investment in RS Fiber Cooperative. It received permission to do so under the Public Welfare Investment Authority as determined by its regulator, the Office of the Comptroller of the Currency (OCC). FNB Fairfax is a national bank operating in the RS Fiber Cooperative’s proposed service area.

The Public Welfare Investment Authority allows national banks to make investments that are not otherwise expressly permitted under the National Bank Act. State member and nonmember banks also have public welfare investment (PWI) authority. It is a tool a bank can use to help meet the credit needs of its communities. Banks may make investments, directly or indirectly, that are

primarily designed to promote the public welfare such as by providing housing, services or jobs under the investment authority in 12 USC 24 and the implementing regulation, 12 CFR 24. “Investments” include both equity investments and debt investments, such as equity equivalent investments or other debt. PWIs are investments that primarily benefit LMI individuals, LMI areas (as well as distressed or underserved nonmetropolitan middle-income areas), or other areas targeted by a government entity for redevelopment, or if the investments would receive consideration under 12 CFR 25.23 (the CRA regulation) as a “qualified investment.”

If consideration is to be given under the CRA, a bank’s PWI must meet the “primary purpose” requirement and benefit at least one of the following (12 CFR 24.3):

- LMI individuals
- LMI areas
- Areas targeted by a government entity for redevelopment
- The investment would receive consideration under 12 CFR 25.23 (the CRA regulation) as a qualified investment.

This precedent, set by the OCC, makes it easier for other banks across the country to receive approval to use PWI to support local broadband infrastructure projects. Fiber-optic investments are novel PWIs. It is recommended that banks seek prior approval from their regulator before proceeding.

Wi-Fi on Wheels, Coachella Valley Unified School District (CVUSD), California

www.cvusd.us/pages/coachella_valley_USD

At the CVUSD in Southern California, the superintendent and school board had a serious “homework gap” challenge—40–50 percent of their students did not have access to Wi-Fi to search for information and complete their homework assignments. The school district, with 22 schools in Riverside and Imperial counties, serves 18,850 students—97.2 percent are Hispanic, and 87.2 percent of the students are eligible for free and reduced lunches.⁵⁰

To meet the challenge, the superintendent, Darryl Adams, decided to propose a novel approach. CVUSD provided iPads to students and made the school buses mobile Wi-Fi hotspots so students could do their homework while riding the bus to and from school. CVUSD covers a large geography and many rural areas, so there is a great deal of time spent on buses. However, the leadership realized that students also needed access at home, after school hours. So, they decided to park the buses (starting with three buses) in the highest-need neighborhoods and reservations. The students in those communities then had 24/7 Wi-Fi access. However, they faced the challenge of how to power the Wi-Fi devices on the buses overnight. Initially, they were going to use the bus battery, but quickly found that the battery would drain and the bus couldn’t start the next morning. Not to be daunted, the leadership decided to install solar panels on the buses, which have been an ideal solution.⁵¹

The superintendent has now expanded the successful program to more buses in more neighborhoods. Other school districts have also now developed similar programs. This CVUSD initiative to help close the homework divide was featured on PBS NewsHour.⁵²



CVUSD students complete their homework in front of a CVUSD Wi-Fi-enabled school bus. Photo Credit: Coachella Valley unified school district.

Preparing Your Case

PART FOUR

Understanding how their community development activities meet CRA requirements is vital information for CRA and compliance officers when they are communicating with internal management, customers, community partners, target communities and bank examiners.

In July 2016, the Federal Reserve, the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corp. published an updated CRA guidance—the 2016 Interagency Questions and Answers. In the new Q&A, broadband is included as a form of infrastructure investment, and the agencies identify communications infrastructure as an essential community service and describe how investing in new or rehabilitated communications infrastructure is consistent with the CRA regulatory definition of community development. For examples of the types of infrastructure investment that may be needed in your community, see Appendix A. The new Q&A also provides guidance on alternative delivery systems for providing retail banking services, such as online banking.

The CRA Q&A is available on the agencies' websites and on the Federal Financial Institutions Examination Council website: www.ffiec.gov. The Q&A is not meant to be exhaustive; thus, the Federal Reserve Bank of Dallas produced this publication to help financial institutions understand how to invest in broadband access and digital inclusion. This publication also illustrates (in Part One) how broadband access has become an integral part of the key areas of community development and the CRA.

To help ensure that the community development activities they are considering or planning meet CRA requirements in a safe and sound manner, financial institutions should refer to the information in the tips and CRA documents listed below. For more detailed data, financial institutions should consult the CRA webpage of the Federal Financial Institutions Examination Council. Additionally, they should also contact their CRA examiners to obtain specific feedback on the strengths and weaknesses of their community development activities and opportunities for improvement.

Tips for Preparing Your Case

- The Community Development (CD) definition (under the CRA) includes activities that revitalize and stabilize LMI areas. A bank could receive credit for helping supply broadband to targeted LMI areas if it could demonstrate that it helps the LMI areas/people—such as enhancing access to banking services, social services, health care and educational activities. The activities would have to meet the definitions of CD loan, investment, service. Examiners will also determine whether the activity is consistent with the community's formal or informal plans for the revitalization and stabilization of the low- or moderate-income geography.
- Q&A § __.12(g)(4)(i) – 1: What activities are considered to “revitalize or stabilize” an LMI geography, and how are those activities considered? A1: Activities that revitalize or stabilize a low- or moderate-income geography are activities that help attract new, or retain existing, businesses or residents. Examiners will presume that an activity revitalizes or stabilizes an LMI geography if the activity has been approved by the governing board of an Enterprise Community or Empowerment Zone (designated pursuant to 26 U.S.C. 1391) and is consistent with the board's strategic plan. They will make the same presumption if the activity has received similar official designation as consistent with a federal, state, local or tribal government plan for the revitalization or stabilization of the low- or moderate-income geography.
- Under the CRA service test, banks should provide evidence that their “alternative delivery systems” using online banking and financial technology are being used/ adopted and are effective in providing services to LMI individuals. If banks support the work of nonprofits, economic development corporations, schools and public housing authorities that are serving communities in closing the digital divide, they will potentially be developing an LMI customer base that will have broadband access and knowledge of online banking (if the training program includes online banking and financial education, as some do). The key for banks will be to provide the evidence. The 2016 Q&A adds evaluation

criteria that examiners will use to make this determination. The new evaluation criteria are: 1) ease of access, whether virtual or physical; 2) cost to consumers, as compared with the institution's other delivery systems; 3) range of services delivered; 4) ease of use; 5) rate of adoption and use; and 6) reliability of the system.

- Q&A § __.22(b)(5), Innovative or Flexible Lending Practices, answers, "What are the range of practices that examiners may consider in evaluating the innovativeness or flexibility of an institution's lending under the lending test applicable to large institutions?" This Q&A describes how examiners may give consideration for innovations when they "augment the success and effectiveness of the institution's lending under its loan programs that address the credit needs of low- and moderate-income geographies or individuals." Thus, a bank can go for the trifecta in its approach to the digital divide in its community. It can provide: 1) a loan to support broadband infrastructure deployment; 2) a grant to provide computers and a broadband adoption training program; and 3) bank employees who offer technical assistance in the form of teaching or serving as a resource for a nonprofit working to promote digital literacy skills. The grant and technical assistance training are intended to impact the effectiveness of the infrastructure loan. Therefore, by supporting a broadband adoption program, the ultimate goal of the loan—providing broadband to LMI geographies and individuals—is met.
- New Markets Tax Credit eligible investments are examples of qualified investments under the CRA. The U.S. Department of the Treasury, Community Development Financial Institution Fund's 2015 Application FAQs include broadband as an eligible New Markets Tax Credit (NMTC) Program investment. Question 41: "Can NMTCs be used to finance broadband infrastructure or related activities? Broadband infrastructure and related activities are eligible for NMTC investments provided that these activities meet the IRC regulations related to a business qualifying under the NMTC program. For additional details, please see IRC 45D and related IRS guidance."⁵³

- Cite this publication in your community development story as: "Closing the Digital Divide: A Framework for Meeting CRA Obligations" by Jordana Barton, Federal Reserve Bank of Dallas, July 2016.

CRA Reference Guides

"Interagency Questions and Answers (Q&A) Regarding Community Reinvestment," Federal Financial Institutions Examination Council, July 2016

www.ffiec.gov/cra/qnadoc.htm

FedCommunities, Federal Reserve System

www.fedcommunities.org

CRA OneSource, Federal Reserve Bank of Kansas City

www.kansascityfed.org/community/cdi/craonesource

"A Banker's Quick Reference Guide to CRA," Federal Reserve Bank of Dallas, 2005

www.dallasfed.org/assets/documents/cd/pubs/quickref.pdf

"CRA Loan Data Collection Grid," Federal Reserve Bank of Dallas, 2015

www.dallasfed.org/assets/documents/cd/pubs/craloan.pdf

"Community Development Decision Flow Chart," e-Perspectives, vol. 7, no. 4, 2007

www.dallasfed.org/microsites/cd/epersp/2007/4_3.cfm

"An Introduction to CRA: Community Reinvestment Act," video

www.frbsf.org/community-development/initiatives/community-reinvestment-act

A Template for Financial Institutions to Tell Their CRA Story

PART FIVE

Your Financial Institution's Community Development Story

Section A: Background

I. Your mission and/or purpose

II. Your geographic market(s):

A discussion of demographic data related to income, deposit market share, Home Mortgage Disclosure Act market share, CRA small-business/small-farm share and identified needs. For demographic information, a bank can use the Census Bureau data (some of which is provided in this report), the broadband maps and the community's economic development plan.

III. Define the CRA

Below is sample text.

- "Under the Community Reinvestment Act (CRA), it is our responsibility to identify and invest in low- and moderate-income (LMI) communities. These activities must benefit both our financial institution and these communities."
- "The CRA defines community development as that which encompasses affordable housing (including multifamily rental housing) for LMI individuals; community services targeted to LMI individuals; activities that promote economic development by financing businesses or farms that meet the size eligibility standards of the Small Business Administration's Development Company or Small Business Investment Company programs or have gross annual revenues of \$1 million or less; or activities that revitalize or stabilize LMI geographies, designated disaster areas or distressed or underserved nonmetropolitan middle-income geographies designated by the Federal Reserve Board of Governors, the Federal Deposit Insurance Corporation (FDIC) and the Office of the Comptroller of the Currency (OCC)."

IV. Examples of how your financial institution has met your CRA obligations

Below is sample text.

- "There is a distinct digital divide in our assessment area (see NTIA broadband map for our assessment area below) and this is how LMI people are affected. ... Our work with *(give name of partner, such as nonprofit, economic development center or school)* to bring broadband infrastructure to LMI communities is designed to revitalize and stabilize the LMI geography. ... *(Provide evidence of impact on workforce development, access to health care through telemedicine, small-business development or improved educational outcomes.)*
- "Specifically, we provided a grant *(amount)* to offer home Wi-Fi and computers, as well as training for students at the local high school to help close the homework divide. The majority of students at the high school are LMI (>51 percent of the students qualify for free and reduced lunches.)"

- “We work with *(provide name of Community Development Financial Institution (CDFI))* in training LMI small-business owners on how to use internet marketing to expand and grow their businesses.”
- “We work with community development housing organization *(name)* to provide construction loans for affordable housing that includes broadband infrastructure.” *(Share success stories.)*
- “We provide grants to CDFIs *(list dollar amount in specific time period)* to make broadband Wi-Fi infrastructure available to LMI microbusinesses and small businesses. These organizations are. ...”
- “We provided an equity equivalent investment (EQ2) to a CDFI community loan fund *(name)* that will in turn finance broadband infrastructure in LMI geographies and in nonmetro middle-income geographies.”
- “Local community leaders have identified a need for making broadband available for LMI residents. We have joined a collective impact initiative to close the digital divide. ...”
- “Our partnership with an LMI local middle school to close the digital divide involves training parents and students in improving their financial literacy skills by using an online financial education platform called. ...”
- “We partner with the public housing authority to support their Connect Home program. Specifically, we provide funding and serve as trainers to help LMI residents who have thin or no credit to build credit. Building a credit score is important because it is used to determine loan terms such as APR (annual percentage rate) and the down payment amount and rates charged for insurance products such as motor vehicle insurance. Here are examples of how we help them build credit through our online training program. ...”
- “In an LMI community that did not have access to a brick-and-mortar bank, we worked with the local school district to provide access to bank accounts, computers, and training for parents on how to use online banking to meet their needs. Below are the results of our efforts. ...”
- “Through online banking, parents are able to access products and services for their daily financial needs and reduce trips to the brick-and-mortar branch. They learn that online banking provides the flexibility that LMI families often need because of the difficulty in leaving work during traditional banking hours.”
- “We partner with a community development corporation *(list name of CDC)* that includes fiber to the home as part of the design of the housing development and neighborhood. The cost-effective model the CDC has developed fits the budget of working households that live or work in a distressed/underserved/designated disaster area. These families would otherwise have few options for safe and affordable housing with broadband connectivity. ...”
- “We use low-income housing tax credits to help build a multifamily housing complex *(give the number of affordable units)* with the city’s Housing Authority and built-in fiber to the premises to be able to provide online workforce development training, financial literacy and have an impact on closing the homework divide for LMI residents. ... *(describe how the credits were used)*. Our partners were. ... *(List public, private and nonprofit organizations.)*”
- “Using New Markets Tax Credits, we helped build a new university health clinic in a low-income neighborhood that lacked access to affordable care *(provide stats)*. We worked with the health clinic to serve as an anchor institution in bringing broadband connectivity to the surrounding neighborhood. For neighborhoods in our assessment area but further away from the new clinic, we provided grant support in the amount of *(give amount)* to support the clinic’s efforts to serve customers long distance through telemedicine. Our partners were. ... *(List public, private and nonprofit organizations.)*”

Section B: Our Current Area(s) of Focus

I. Background: The Closing the Digital Divide Framework

- “Due to the detrimental effects of the digital divide on LMI communities in our assessment area, we are now using the Dallas Fed’s “Closing the Digital Divide: A Framework for Meeting CRA Obligations” to help guide our community development strategy.”
- “The digital divide disproportionately affects LMI communities, and broadband access is the foundation for much of our work in community development. We met with community leaders who had identified the digital divide as a key impediment to having citizens lift themselves out of poverty and access regional labor market opportunities. For example, to have an impact on workforce development in our assessment area, it was evident that families needed access to the online trainings that were offered through the local community college, as well as access to online job postings and applications. As noted in the Dallas Fed’s “Closing the Digital Divide: A Framework for Meeting CRA Obligations,” 80 percent of jobs are posted online, and not having access presents a significant barrier for LMI residents.”

II. Our Community Development Focus

- “LMI communities are disproportionately affected by the digital divide. As noted by the White House in its Connect America initiative, “Internet adoption rates in the most affluent homes reach 80–90 percent, while the homes with the lowest median incomes have internet adoption rates of around 50 percent.” At *(name your financial institution)*, we are becoming actively engaged in helping change this statistic in our CRA assessment area by supporting *(nonprofit, school)*. ... This area consists of. ... *(Define the geographic area.)*”
- “In the area of workforce development and human capital, we partnered with a nonprofit *(name)* and school district *(name)* that were bringing Wi-Fi to school buses to help close the homework divide. The program provides access to students during their ride to and from school. The program also parks the school buses in LMI neighborhoods overnight so students can access broadband for homework. To be sure the initiative included the “three legs of the stool” described in the Dallas Fed’s publication, “Closing the Digital Divide: A Framework for Meeting CRA Obligations,” our institution invited in university partners who developed a program to refurbish computers and provide them to the families along with computer-skills training. We conducted a baseline survey and year-end survey and found: 1) the number of times that the parents were able to communicate with teachers and resolve problems increased by *(state the percentage)*; 2) children were performing better in school as determined by *(state metrics used)*; 3). ... ”
- “We conducted research on our assessment area by meeting with community leaders and local nonprofits and used the tools laid out in Gig.U’s, *The Next Generation Network Connectivity Handbook: A Guide for Community Leaders Seeking Affordable, Abundant Bandwidth*, to understand the opportunities for broadband investment in LMI communities. The following is an overview of the broadband gaps we identified, the actions we took and partnerships we formed to close those gaps.”
- “As noted in the Federal Reserve Bank of Dallas report, “Las Colonias in the 21st Century: Progress Along the Texas–Mexico Border,” that covered our assessment area, the lack of broadband access in our LMI communities is a factor in keeping people from regional labor market opportunities and breaking the cycle of poverty. We joined a collective impact group in the area with the goal of closing the digital divide in our region. As a group, we have taken action and our institution played the following role. ...” *(Give specific examples.)*
- “We decided to focus on the following local digital divide projects: *(List your partnerships and activities.)*”

Section C: Our Projected Impact

The following information may be helpful in sharing your community development story with internal management, customers, community partners, target communities and bank examiners.

- “We decided to focus on broadband access in conjunction with our other community development activities because the significant digital divide in our community was an impediment to every other area of community development: workforce development, small-business development and access to financial services. As noted in “Closing the Digital Divide: A Framework for Meeting CRA Obligations,” broadband is an essential infrastructure for all communities.
- *(Explain which community leaders identified the need and how you decided that it made business sense.)*
- “The consultant our local Economic Development Corporation hired to provide the feasibility study for building the city’s *(give name)* middle-mile network, provided a cost analysis and demonstrated the savings over time, as well as the new income stream the city would gain by investing in the network, thus building the productive assets of the local government. The following cost analysis was provided. ... The analysis also included the benefits to LMI residents when a local government invests in its broadband infrastructure. ...”
- “The return-on-investment (ROI) is expected to be strong for both our financial institution and the communities in which we invest. Outlined below are estimates of the financial returns.”
 - Financial ROI to your financial institution: *(Explain who calculated this, how it was calculated and the estimated time frame.)*
 - Financial ROI to your community partners: *(Explain who calculated this, how it was calculated and the estimated time frame.)*
- “It will generate a savings that is estimated to be. ... *(Explain who calculated this, how it was calculated and the estimated time frame.)*
- “The impact is expected to be positive for both our financial institution and the communities in which we invest. Written below are estimates of the financial and social impacts.”
 - Financial impact to your financial institution: *(Explain who calculated this, how it was calculated and the estimated time frame.)*
 - Financial impact to your community partners: *(Explain who calculated this, how it was calculated and the estimated time frame.)*
 - Financial impact to your community: *(Explain who calculated this, how it was calculated and the estimated time frame.)*
 - Social impact to your financial institution: *(For example), “Our community development activities entail developing and maintaining strong community partnerships, which are vital to building mutual trust and respect between us and the community.”*
 - Social impact to your community partners: *(For example), “This is what our community partners are saying about our community development activities.”*
 - Social impact to the community: *(Explain who calculated this, how it was calculated and the estimated time frame.)*

- “The financial impact of our investments in broadband infrastructure on our institution is neutral/negative in the short term. However, the positive regulatory impact and the financial impact of creating an economy in the region where entrepreneurship can thrive, and where all income levels have access to online banking, are projected to generate a positive financial impact in the long term. Specifically, the people we help today will grow into our customers tomorrow. Here’s how: . . .” *(Explain your strategy/plan.)*
- *(Describe the community collaborative that you’re involved in that is promoting broadband in your communities. For example),* “In our assessment area, we are involved in a collaborative/partnership/initiative called. . . . Its purpose is to. . . . The collaborative meets our community development obligations by focusing on. . . .” *(List at least one of the four community development purposes: 1) affordable housing; 2) community services that target LMI individuals; 3) economic development; 4) revitalization or stabilization. Next, explain the model that the collaborative is using to identify the community’s priority areas and assess its impact. Examples are below.)*
 - “The model that we are using to identify our priority areas and assess our impact is outlined in the “Closing the Digital Divide: A Framework for Meeting CRA Obligations.” . . . These are the components of our program. . . . Following is a list of our accomplishments and plans in the near term.”
 - “The model that we are using to identify our priority areas and assess our impact is the collective impact model.”⁵⁴ *(List the backbone and support organizations.)* “We play a leadership role by serving on the advisory committee and providing financial guidance *(give specific examples of the type of financial guidance you are providing)*, and we provided a grant in the amount of *(provide amount)* to support the broadband infrastructure component of the project. Following is a list of our accomplishments and plans in the near term.”

Section D: Our Leadership Role

I. Our Specific Leadership Role

- “We are playing a leadership role in our assessment area by supporting the community development best practices identified by *(cite source, i.e. The Federal Reserve Bank of Dallas, The White House, NTIA, Gig.U or Next Century Cities)* and introducing our community partners to the community development best practices. Here’s how. . . .” *(List specific examples.)*
- “Given the significant digital divide in the communities in our assessment area, we stepped up to help those communities. We met with city officials and local nonprofits. . . . The description of our efforts is outlined below. . . .”

II. Putting Our Leadership Role in Context

- “The White House and NTIA Broadband USA recognize that closing the digital divide is essential to every area of community development, including educational attainment, workforce development small-business development and access to financial services.”
- “Using the Public Welfare Investment authority to invest in broadband has not been used by financial institutions in our assessment area. The project *(provide name)* allowed us to demonstrate leadership in broadband infrastructure investment. In *(name)* project, we used PWI authority to make an investment *(amount)* in a fiber-optic infrastructure project and invoked the precedent set by the OCC in 2015 in approving the investment of First National Bank of Fairfax in the West Central Minnesota Fiber-Optic Cooperative.”

- “The initiative we funded in the amount of *(provide amount)* supports broadband adoption through an online training program to promote workforce development and, specifically, digital skills to help LMI individuals access living-wage jobs. The impact of the program is outlined below. ...”

Financial institutions should touch base with their examiner throughout the planning and execution to ensure they have the data needed to receive community development credit for their project(s). Banks should also reassess the community development needs in their assessment area every 12 to 18 months and refresh their plan on an ongoing basis.

Conclusion

Income and wealth inequality in the U.S. are at the highest levels since the Great Depression. The Federal Reserve’s 2014 Survey of Consumer Finances found that, “The top 3 percent account for 30.5 percent of all income and hold 54.4 percent of all the net worth.”⁵⁵ As noted by the Pew Research Center, “America’s upper-income families have a median net worth that is nearly 70 times that of the country’s lower-income families, also the widest wealth gap between these families in 30 years.”⁵⁶ As basic services and tools that are fundamental to upward mobility become increasingly digitized, the digital divide creates a structural barrier to closing the income and wealth gaps. It creates a barrier to LMI individuals’ ability to move up the economic ladder through education, workforce development programs and employment, entrepreneurship and access to financial services.

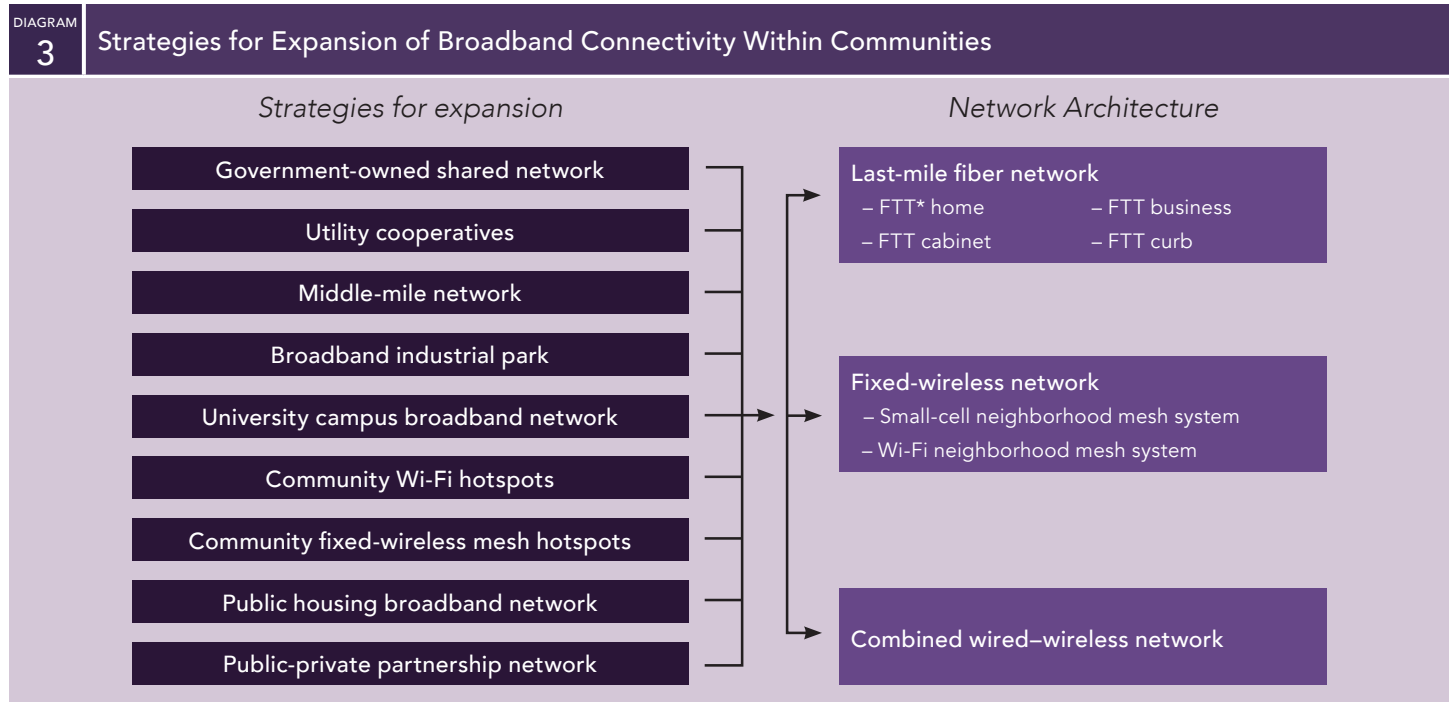
By working with nonprofits and other local partners to bring broadband access and adoption to LMI communities, banks can have a powerful impact on the very “infrastructure of opportunity”⁵⁷ in this country.

This publication seeks to highlight best practices and “what works”⁵⁸ to provide a roadmap for successful lending, service and investments to close the digital divide for LMI families and rural communities. Moreover, this framework provides clear evidence of how investments in broadband can improve the lives of individuals and can help create an inclusive and vibrant entrepreneurial economy.

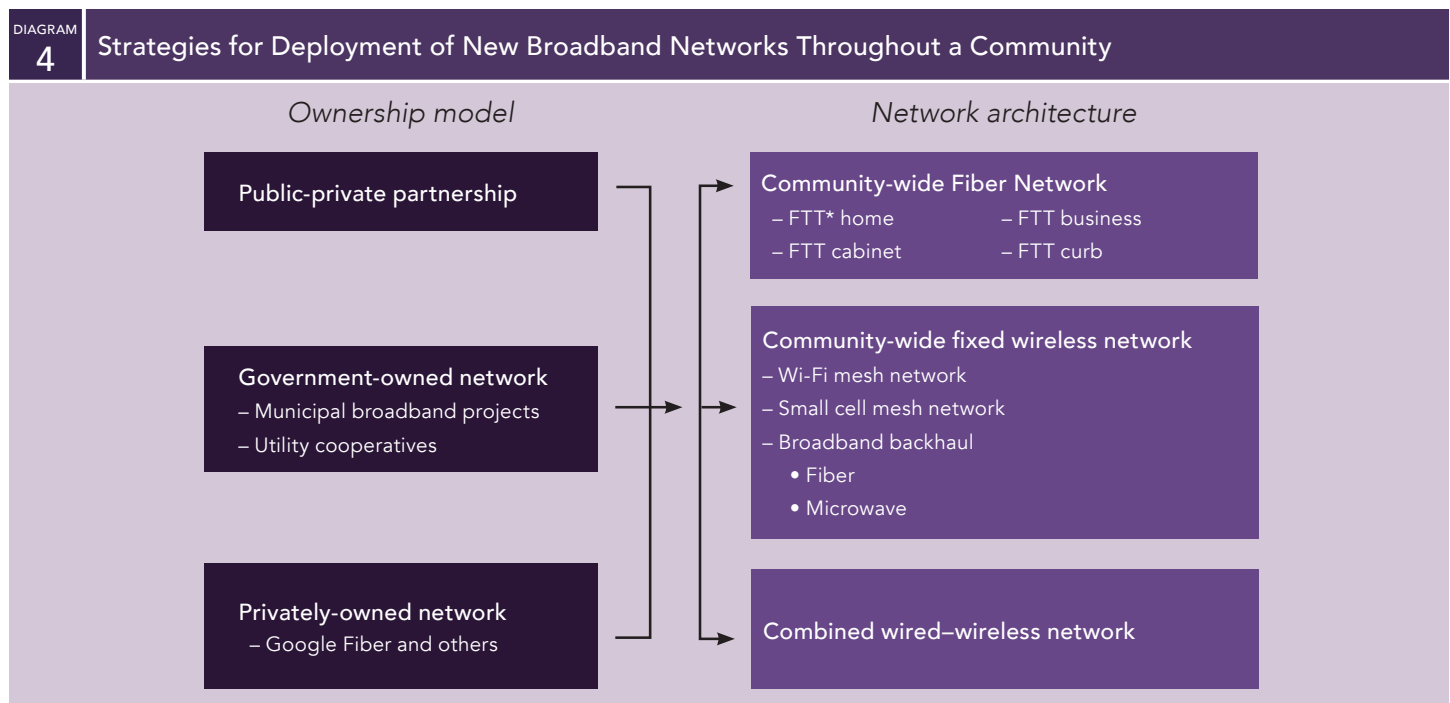
Appendixes

PART SIX

Appendix A: Broadband Infrastructure Strategies



*FTT is an acronym for "Fiber-to-the. ..."
 SOURCE: Federal Reserve Bank of Dallas.



*FTT is an acronym for "Fiber-to-the. ..."
 SOURCE: Federal Reserve Bank of Dallas.

Appendix B: Types of Affordability and Digital Inclusion Programs

This appendix includes lists affordability and digital inclusion programs that can be used to close the digital divide.

Affordability Programs

- Grants for new or refurbished desktop computers and laptops
- Computer manufacturer gift of desktop computers, tablets and laptops
- Governmental agency gift of used desktop computers and laptops
- University or nonprofit gift of refurbished desktop computers and laptops
- School programs that grant students laptops
- Municipal libraries that allow citizens to borrow laptops
- School computer centers
- Municipal library computer centers
- Nonprofit technology centers with access to computers

Digital Inclusion Programs

- City/school/nonprofit digital literacy programs—teach how to use a computer and navigate the internet
- City/school/nonprofit financial literacy programs—teach basic concepts of personal financial management and introduction to online banking
- Boy Scouts of America Personal Management Merit Badge—six-month program that teaches the basics of personal finances and budgeting, including opening and maintaining a checking account and online banking
- School/university/nonprofit software coding training program
- School/university/nonprofit computer refurbishing skills program
- School/community college computer hardware and software technical skills certification and associate degree programs

Appendix C: Experts in Closing the Digital Divide (In Their Own Words)

This appendix lists experts in closing the digital divide and provides a synopsis of each entity's activities in its own words. The appendix information comes from the entities' websites as of April 2016.

The appendix is not an all-inclusive list but includes those that are well known and well documented. The Federal Reserve Bank of Dallas does not endorse these entities.

Department of Commerce, National Telecommunications and Information Administration (NTIA)

www.ntia.doc.gov/category/broadband-opportunity-council

The National Telecommunications and Information Administration (NTIA), located within the Department of Commerce, is the executive branch agency that is principally responsible by law for advising the president on telecommunications and information policy issues. NTIA's programs and policymaking focus largely on expanding broadband internet access and adoption in America, expanding the use of spectrum by all users and ensuring that the internet remains an engine for continued innovation and economic growth. These goals are critical to America's competitiveness in the 21st century global economy and to addressing many of the nation's most pressing needs, such as improving education, health care and public safety.

Specific NTIA activities include:

- Managing the federal use of spectrum and identifying additional spectrum for commercial use
- Administering grant programs that further the deployment and use of broadband and other technologies in America
- Developing policy on issues related to the internet economy, including online privacy, copyright protection, cybersecurity and the global free flow of information online
- Promoting the stability and security of the internet's domain name system through its participation on behalf of the U.S. government in Internet

Corporation for Assigned Names and Numbers (ICANN) activities

- Performing cutting-edge telecommunications research and engineering with both federal government and private-sector partners

In addition to working with other executive branch agencies to develop administration positions, NTIA represents the executive branch in both domestic and international telecommunications and information policy activities. NTIA is also a leading source of research and data on the status of broadband availability and adoption in America.

NTIA Broadband USA

www.ntia.doc.gov

Broadband USA is a U.S. Department of Commerce NTIA program. NTIA developed BroadbandUSA in response to public demand to provide assistance to communities that want to expand their broadband capacity and promote broadband adoption.

Broadband USA provides expert advice and field-proven tools for assessing broadband adoption, planning new infrastructure and engaging a wide range of partners in broadband projects. Broadband USA knows each community is unique and no "one-size-fits-all" approach will work.

BroadbandUSA brings stakeholders together to solve problems, improve broadband policies, share best practices, connect communities to other federal agencies and funding sources, and improve coordination among agencies.

BroadbandUSA works with stakeholders from local and state government, federal agencies, policy organizations, trade associations and the public to:

- Provide online and in-person technical assistance to communities as they consider how to improve broadband access and use broadband more effectively
- Convene regional workshops to support decision-makers, based on best practices and lessons learned from local communities

- Publish guides and tools that provide communities with proven solutions to problems in planning, financing, construction and operations
- Bring together federal agencies and broadband stakeholder groups to promote interagency coordination, expand options for broadband funding and ensure information and resources are getting to communities quickly and effectively

President Obama on March 23, 2015, signed a presidential memorandum creating the Broadband Opportunity Council and appointing the Commerce and Agriculture Departments as co-chairs. The Broadband Opportunity Council includes 25 federal agencies and departments that will engage with industry and other stakeholders to understand ways the executive branch can better support the needs of communities seeking broadband investment. It will also help identify regulatory barriers unduly impeding broadband deployment, adoption or competition and recommend steps to remove such barriers. On Sept. 21, 2015, the White House released the council's report, which includes action items and milestones for each agency. BroadbandUSA will support the council as it continues its work to monitor implementation of the action items and explore additional steps that can be taken to remove barriers to broadband deployment and adoption.

The University Community Next Generation Innovation Project (Gig.U)

www.gig-u.org

The University Community Next Generation Innovation Project, or Gig.U, is a broad-based group of more than 30 leading research universities from across the United States. Drawing on America's rich history of community-led innovation in research and entrepreneurship, Gig.U seeks to accelerate the deployment of ultra high-speed networks to leading U.S. universities and their surrounding communities.

How will America lead in developing the next generation of internet applications if other countries use more advanced networks?

How will America's research universities continue to lead in international research if researchers, faculty and students in other countries have access to far better tools?

These two questions have profound implications for the American economy and society. America enjoys a leadership position today in many aspects of the broadband ecosystem because of investments made decades ago, just as it enjoys a leadership position in research institutions because of investments made in centuries past. That leadership, however, will not go unchallenged. In a climate of greater international competitiveness and constrained public investment, leadership in both areas requires new approaches if it is to be sustained.

To meet the dual needs of strengthening research institutions and leadership in developing next-generation applications, a group of leading research universities, working in partnership with their local communities, came together to form the University Community Next Generation Innovation Project ("the Project").

The mission is simple: accelerate the deployment of world-leading, next-generation networks in the United States in a way that provides an opportunity to lead in the next generation of ultra high-speed network services and applications.

Through a request for information, the Project will work with current and potential network service providers, as well as others, to create a critical mass of next-generation test beds by accelerating the offering of ultra high-speed network services to its communities. While economic hurdles impede upgrading networks in all communities, those hurdles are smaller in university communities as they enjoy characteristics that both lower the cost of deployment and increase demand, making them the most attractive targets for initial next-generation network deployments.

The Project will build on the foundation already in place, such as organizing done through the Google Community Fiber initiative, to create an environment in which private risk capital has sufficient incentives to provide next-generation services. This effort will focus business leadership and policymakers on a critical but often overlooked point: from both an economic and a policy perspective, a small amount of financial capital and political capital focused on upgrading university communities can yield major gains for both the future of America's leadership in research and for the American economic leadership.

The National Association of Telecommunications Officers and Advisors (NATOA)

www.natoa.org/web

NATOA is the premier local government professional association that provides support to its members on the many local, state and federal communications laws, administrative rulings, judicial decisions and technology issues impacting the interests of local governments.

Founded in 1980, NATOA offers a wide range of advocacy services to individual and agency members representing cities, towns, counties and commissions across the country. NATOA actively analyzes and addresses emerging issues in areas such as:

- Local government communications and internet policy
- Broadband planning best practices
- Cable franchising
- Operation of Public, Education and Government (PEG) access channels
- Wireless zoning
- New technology initiatives and advancements

The National Digital Inclusion Alliance (NDIA)

www.digitalinclusionalliance.org

The NDIA is a unified voice for local technology training, home broadband access and public broadband access programs. It works collaboratively to craft, identify and disseminate financial and operational resources for digital inclusion programs while serving as a bridge to policymakers and the general public. The NDIA includes leaders of local community organizations, public libraries, towns and other institutions working hard to reduce digital disparities among its neighbors. To improve the daily lives of all community members, the NDIA calls for digital inclusion public policies that reflect its expertise and diverse experiences.

The NDIA's approach is based on the knowledge that broadband adoption is most effectively promoted by community-driven efforts combining:

- Affordable home broadband service
- Public broadband access
- Locally trusted technology training and support

The group's purpose is to:

- Build a national organization of local, regional and national broadband adoption providers' advocates and individual supporters
- Develop and empower a community of on-the-ground broadband adoption providers
- Engage with affiliates and national partners to develop or identify local, state and federal policies that strengthen (financially and politically) local broadband adoption programs
- Keep affiliates informed about current and proposed local, state and federal policies that may impact local broadband adoption programs
- Engage with affiliates and national partners to create new philanthropic and corporate digital inclusion partnerships
- Support the development of research and evaluation that can inform public policy and digital inclusion programs

White House Connect America

www.whitehouse.gov/connect-america

ConnectALL is a White House initiative to provide Americans from every state and all income brackets not only access to the internet, but also the tools to take full advantage of it. On March 9, 2016, the Obama Administration submitted a recommendation that the FCC reform a \$1.5 billion per-year phone subsidy program and turn it into a national broadband subsidy. In addition to this filing, the administration also released a study on the economic significance of broadband. Lastly, the administration set a goal of connecting 20 million more Americans to broadband by 2020.

ConnectALL could be considered the second phase of the earlier White House initiatives, ConnectED and ConnectHome, which provided more than 20 million K-12

students with broadband access in their classrooms and libraries and provided 28 communities' public housing units with broadband access to enable students to do their online homework at home.

Both of these initiatives shared the goal of providing broadband access to Americans living without it, based on research that found children who do not have broadband access at home face a digital divide because they are placed at an academic disadvantage in comparison with children who do have access to broadband at home. ConnectALL targets the much wider target demographic of LMI families based on an issue brief by the Council of Economic Advisers that outlines how adults, particularly job seekers, without broadband access are disadvantaged because they are unable to access online job search tools and otherwise participate in the internet economy. The ConnectALL initiative seeks to accomplish its goal through several means:

- First, it aims to increase the affordability of broadband for low-income Americans through the modernization of the FCC's Lifeline program.
- Second, it proposes the creation of a national service effort to deliver digital literacy skills through the Corporation for National and Community Service (CNCS), a federal agency, and the Institute of Museum and Library Services (IMLS).
- Third, it announced that the NTIA's BroadbandUSA program is launching the Community Connectivity Initiative, which will create a comprehensive online assessment tool to help community leaders identify the broadband needs of their community and connect them with expertise, tools and resources to overcome their challenges.
- Fourth, it also announced that Cox Communications will host more than 200 events across the nation for low-income K-12 families to determine if they qualify for a low-cost broadband option, and will partner with Univision to promote internet adoption in several markets in the western U.S.
- Lastly, it called on philanthropic support for digital inclusion at a summit focused on fulfilling the initiative's 2020 goal.

Schools, Health and Libraries Broadband (SHLB) Coalition

www.shlb.org

The SHLB Coalition promotes government policies and programs that enable schools, libraries, health care providers and other anchor institutions and their communities to obtain open, affordable, high-speed broadband connections to the internet.

The SHLB Coalition was created in 2009 in Washington, D.C., to help address the shortage of adequate broadband for anchor institutions and their communities. ("SHLB" is pronounced "SHELL-bee.") The SHLB Coalition is a broad-based organization of anchor institutions, commercial companies and nonprofit broadband providers, foundations, public interest groups, and others that work together to develop and support policies to improve broadband connectivity for anchor institutions and their communities in all regions of the country—urban, suburban and especially rural. The SHLB Coalition receives financial support from membership dues, events and the Bill & Melinda Gates Foundation.

The SHLB Coalition is founded on the belief that deploying broadband networks to serve anchor institutions is a cost-efficient and vitally important investment in the nation's future. Deploying broadband to anchor institutions can improve broadband access to millions of people (students, low-income and elderly people, migrants, etc.) who may not otherwise have access to the internet. Anchor institution personnel can train people about broadband services and technologies, thereby stimulating broadband usage and demand. Furthermore, high-capacity middle-mile broadband networks serving community anchor institutions can be used as "jumping off points" to serve surrounding residential and business consumers. Several studies show that building high-capacity broadband for community anchor institutions has a multiplier effect that generates tremendous economic growth for the community and the nation.

The SHLB Coalition urges policymakers at all levels of government to develop and implement programs that encourage broadband investment and enhance anchor institutions' ability to serve their communities through broadband technologies.

Next Century Cities (NCC)

www.nextcenturycities.org

Next Century Cities supports community leaders across the country as they seek to ensure that all have access to fast, affordable and reliable internet.

Across the country, innovative municipalities are already recognizing the importance of leveraging gigabit-level internet to attract new businesses and create jobs, improve health care and education, and connect residents to new opportunities. NCC is committed to celebrating these successes, demonstrating their value and helping other cities realize the full power of truly high-speed, affordable and accessible broadband.

NCC believes there is no single pathway to a smart, effective approach to next-generation broadband. What matters is meaningful choice, dedicated leadership and smart collaboration. Participating leaders and communities are committed to the following principles:

- **High-Speed Internet Is Necessary Infrastructure:** Fast, reliable and affordable internet—at globally competitive speeds—is no longer optional. Residents, schools, libraries and businesses require next-generation connectivity to succeed.
- **The Internet Is Nonpartisan:** Because the internet is an essential resource for residents and businesses in all communities, the provision of fast, reliable and affordable internet transcends partisanship. This collaboration welcomes leaders of all affiliations and beliefs who believe fast, reliable and affordable high-speed internet access is essential to secure America's internet future.
- **Communities Must Enjoy Self-Determination:** Broadband solutions must align with community needs—there is no perfect model that is universally appropriate. Towns and cities should have the right to consider all options—whether public, nonprofit, corporate or some other hybrid—free from interference.
- **High-Speed Internet Is a Communitywide Endeavor:** Building effective next-generation networks requires cooperation across communities. It is critical to involve and include multiple stakeholders and perspectives to succeed, including businesses, community organizations, residents, anchor institutions and others. Everyone in a community should be able to access the internet on reasonable terms.
- **Meaningful Competition Drives Progress:** A vibrant, diverse marketplace with transparency in offerings, pricings and policies will spur innovation, increase investment and lower prices. Communities, residents and businesses should have a meaningful choice in providers.
- **Collaboration Benefits All:** Innovative approaches to broadband deployment present diverse challenges and opportunities to communities and regions. Working together, cities can learn from the experiences of others, lower costs and make the best use of next-generation networks.
- **Elevating the Conversation:** Cities that have or would like to develop truly next-generation networks are visionary cities, and their leaders recognize what it takes to be competitive in the 21st century. NCC will work with these leaders and their cities to make the case nationally and within communities that next-generation internet is essential infrastructure that can deliver transformative benefits to communities today.
- **Supporting Cities:** Communities stepping into the 21st century through next-generation networks face myriad challenges. It is essential to provide crucial support to facilitate these innovative projects. NCC and its partners will work to assist each other in overcoming obstacles to success.
- **Providing Tools for Success:** Developing a next-generation network is a daunting task for a city of any size. It is important that communities have access to resources, advice and tools to develop effective broadband internet networks. NCC is committed to developing and aggregating resources to guide incipient projects, as well as tools to help those already equipped with this infrastructure better leverage their networks to yield community benefits.

Fiber to the Home Council Americas (FTTH Council)

toolkit.ftthcouncil.org

Founded in 2001, the FTTH Council is a nonprofit association consisting of companies and organizations that deliver video, internet and/or voice services over high-bandwidth, next-generation, direct fiber-optic connections, as well as companies that manufacture FTTH products and others involved in planning and building FTTH networks. The FTTH Council works to create a cohesive group to share knowledge and build industry consensus on key issues surrounding fiber to the home. Its mission is to accelerate deployment of all-fiber access networks by demonstrating how fiber-enabled applications and solutions create value for service providers and their customers, promote economic development and enhance quality of life.

United States Department of Agriculture Rural Development (USDA RD), Community Connect Grants

www.rd.usda.gov/programs-services/community-connect-grants

The Community Connect Grant program helps fund broadband deployment into rural communities where it is not yet economically viable for private-sector providers to deliver service.

Mission and history of USDA RD:

- Offers loans, grants and loan guarantees to support essential services such as housing, economic development, health care, first responder services and equipment, and water, electric and communications infrastructure to rural communities.
- Promotes economic development by supporting loans to businesses through banks, credit unions and community-managed lending pools. USDA RD offers technical assistance and information to help agricultural producers and cooperatives get started and improve the effectiveness of their operations.
- Provides technical assistance to help communities undertake community empowerment programs.

- Helps rural residents buy or rent safe, affordable housing and make health and safety repairs to their homes.
- Has a \$212 billion portfolio of loans. It will administer \$38 billion in loans, loan guarantees and grants through its programs in the current fiscal year.

Appendix D: Additional Resources

Census Bureau

www.census.gov

American Community Survey data on computer and internet use is available for all regions of the U.S. In addition, a collection of visualizations presents data from the Current Population Survey and American Community Survey. The infographic illustrates high-speed internet use by age, race, income and educational attainment by household. In addition, maps are provided for household high-speed internet use by state and metro area. See complete infographic here: www.census.gov/library/visualizations/2016/comm/digital_nation.html

Pew Research Center

www.pewinternet.org

Pew Research Center is a nonpartisan fact tank that informs the public about the issues, attitudes and trends shaping America and the world. It conducts public opinion polling, demographic research, content analysis and other data-driven social science research. The center does not take policy positions.

Pew Research Center generates a foundation of facts that enriches the public dialogue and supports sound decision-making. The center is nonprofit, nonpartisan and nonadvocacy, and it values independence, objectivity, accuracy, rigor, humility, transparency and innovation.

Pew Research Center studies U.S. politics and policy; journalism and media; internet, science and technology; religion and public life; Hispanic trends; global attitudes and trends; and U.S. social and demographic trends.

The center is committed to meeting the highest methodological standards and exploring the newest frontiers of research.

Universal Service Administrative Corporation

www.usac.org/default.aspx

The Universal Service Administrative Corp. (USAC) is an independent, not-for-profit corporation designated by the FCC as the administrator of universal service. The FCC established USAC in 1997 to oversee the four programs created by the 1996 Telecom Act, which includes the universal service Schools and Libraries (E-rate) program.

The E-rate program helps ensure that schools and libraries can obtain high-speed internet access and telecommunications at affordable rates. The corporation's website has a detailed E-rate section, which explains the E-rate application process in detail and provides all the necessary forms to apply. Additionally, USAC regularly hosts conferences that teach potential applicants how to apply for the program.

Notes

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⁵¹"Wi-Fi on Wheels Puts Two Districts on the Fast Track to 24/7 Access," by Bridget McCrea, *The Journal*, April 30, 2015,

www.thejournal.com/articles/2015/04/30/wifi-on-wheels.aspx.

⁵²"Wi-Fi Enabled School Buses Leave No Child Offline," PBS NewsHour, www.pbs.org/newshour/bb/wi-fi-enabled-school-buses-leave-no-child-offline.

⁵³For more information about the collective impact model, see "Collective Impact" by John Kania and Mark Kramer, *Stanford Social Innovation Review*, Winter 2011, pp. 36–41, www.ssireview.org/images/articles/2011_WI_Feature_Kania.pdf.

⁵⁴*New Markets Tax Credit Program 2015 Application FAQs (updated November 9, 2015)*, U.S. Department of the Treasury, Community Development Financial Institution Fund, www.cdfifund.gov/Documents/2015%20NMTC%20Application%20QA%20FINAL.pdf.

⁵⁵2013 Survey of Consumer Finances, Board of Governors of the Federal Reserve System, www.federalreserve.gov/econresdata/scf/scfindex.htm.

⁵⁶"America's Wealth Gap Between Middle-Income and Upper-Income Families Is the Widest on Record," Richard Fry and Rakesh Kochhar, Fact Tank, Pew Research Center, Dec. 17, 2014, www.pewresearch.org/fact-tank/2014/12/17/wealth-gap-upper-middle-income.

⁵⁷The term "infrastructure of opportunity" has been used widely, for example, in "State of the South: Building an Infrastructure of Opportunity for the Next Generation," MDC, Durham, N.C., 2014, www.stateofthesouth.org. And according to Texas Public Radio, the term is attributed to Rep. Joaquin Castro. See "Castro Promotes 'Infrastructure of Opportunity' at Town Halls," by Eileen Pace, Texas Public Radio Morning Edition, Aug. 30, 2013, www.tpr.org.

⁵⁸This term reflects the name of the publication, *Investing in What Works for America's Communities: Essays on People, Place and Purpose*, Nancy O. Andrews and David Erickson, eds., San Francisco: Federal Reserve Bank of San Francisco and Low Income Investment Fund, 2012. This publication gives case studies of best practices in community and economic development. For details, see www.whatworksforamerica.org.

Acknowledgements

I would like to extend my thanks to the residents of the Texas–Mexico border who participated in the focus groups for the Dallas Fed's report "Las Colonias in the 21st Century: Progress Along the Texas–Mexico Border." It was their testimonials describing the impact of a lack of broadband access that made it clear to me we needed to find a solution to the digital divide. We formed a coalition of stakeholders in the region, Digital Opportunity for the Rio Grande Valley (DO4RGV), to explore the issue and devise a plan. A special thanks to Dr. Daniel King, superintendent of Pharr–San Juan–Alamo Independent School District, Pharr Mayor Dr. Ambrosio Hernandez, Maria Vasquez of ACT and leaders of the DO4RGV demonstration project, whose deep commitment to the people of South Texas and vision for the region is a model and inspiration to the group.

The views expressed are those of the author and should not be attributed to the Federal Reserve Bank of Dallas or the Federal Reserve System.

We were engaged in this conversation in South Texas just as the U.S. Department of Housing and Urban Development (HUD) was kicking off its ConnectHome program. Many thanks to Robbie Greenblum, senior policy adviser to Secretary Julián Castro at HUD, who learned of our efforts and invited me to a ConnectHome summit that convened a group of people from across the country working to close the digital divide. I was fortunate to become part of this learning community engaged in the deployment of broadband technology and digital inclusion programs.

This community includes Gabriel Garcia, director and senior counsel at CPS Energy and president of the Texas Association of Telecommunications Officers and Advisors (TATOA), who provided patient guidance and shared his immense knowledge with me and DO4RGV. The TATOA interns, Giovanna Valverde, Munirih Jester and Catherine Barton, all from the University of Texas at San Antonio, also offered their assistance with DO4RGV. Other leaders in the field who generously helped guide us are Joanne Hovis of CTC Technology and Deb Socia of Next Century Cities. The 2016 Broadband Communities Summit (Austin) and National Digital Inclusion Alliance (NDIA) Net Inclusion Summit (Kansas City) also brought together leaders who helped me understand the best practices in the field.

The Dallas Fed is committed to mentoring the next generation of leaders in community development and financial services through our internship program. I would like to acknowledge the creative and hardworking community development interns for their assistance in the process of producing this publication and implementing DO4RGV: Fabiola Urgel from the University of Texas Rio Grande Valley (2015) and Lorenzo Garcia from the University of Texas at San Antonio (2016).

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The cover and publication design of *Closing the Digital Divide: A Framework for Meeting CRA Obligations* were created by Lorenzo Z. Garcia, Community Development intern of the Federal Reserve Bank of Dallas, San Antonio Branch, and produced by the Communications and Outreach Department of the Federal Reserve Bank of Dallas, 2200 N. Pearl St., Dallas, TX 75201-2216.

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 About the Author

Jordana Barton, senior advisor for Community Development at the Federal Reserve Bank of Dallas, San Antonio Branch, supports the Federal Reserve System’s economic growth objectives by promoting community and economic development and fair and impartial access to credit. Her focus areas include the Community Reinvestment Act, community development finance, financial education, affordable housing, workforce development, healthy communities and micro- and small-business development. She is lead author of the 2015 Dallas Fed report “Las Colonias in the 21st Century: Progress Along the Texas–Mexico Border.”

Prior to joining the Federal Reserve, Barton served as vice president for community development banking at Capital One Bank. In this role, she built community partnerships and managed investments to promote economic revitalization and access to financial services in low- and moderate-income communities. In 2012, she was awarded the Federal Deposit Insurance Corp.’s Pioneer Award in Community Development, and Capital One was named Corporate Philanthropist of the Year in San Antonio by the Association of Fundraising Professionals.

Barton also served as vice president for development and communications for the microenterprise/small-business organization Accion Texas (now LiftFund). She was a member of the leadership team when the organization won the NEXT Award for Opportunity Finance from the MacArthur Foundation, Wells Fargo and the Opportunity Finance Network in 2007.

Barton grew up in Benavides, Texas, near the Texas–Mexico border. She holds an MPA from Harvard University’s John F. Kennedy School of Government.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.J.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Victor Perez, Director

DEPARTMENT: Pharr Economic
Development Corporation II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on sponsorship for the Good Samaritan Award in the amount of \$1,500.00.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Good Samaritan Community Services-Pharr (GSCS-Pharr) is proud to announce David Deanda as the recipient of the Good Sam Award Pharr 2017. April 8th, 2017 at Edinburg Conference Center at Renaissance.

Financial Consideration: Sponsorship amount \$1,500.00.

Staff Recommendation: Recommends approval as presented.

Alternatives:

ROUTING:

Victor Perez
Karla Moya
City Management Office

Created/Initiated - 03/31/2017
Approved - 03/31/2017
Final Approval - 03/31/2017



Honoring David Deanda on April 8, 2017

Edinburg Conference Center at the Renaissance

6 - 9 p.m.

Event Chairs: Leigh Wooldridge & Murray Moore

The Samaritan - \$20,000

- *Contribution helps 20 youth attend Good Sam - Pharr's After School Program*
- Logo Recognition as event's "Presenting Sponsor" in all of event's marketing material including: invitation, program, signage, and website
- Premium seating for two (2) tables of 10
- Gift made by the youth at Good Sam - Pharr
- Premium Favor for attending the event

Heart - \$10,000

- *Contribution helps 15 youth from Good Sam - Pharr attend summer camp at Camp Capers*
- Logo recognition in all of event's marketing material including: invitation, program, signage, website
- Premium seating for one (1) table of 10
- Gift made by the youth at Good Sam - Pharr
- Premium Favor for attending the event

Soul - \$5,000

- *Contribution helps 12 youth attend Camp Good Sam, a six week summer program at Good Sam - Pharr*
- Recognition in all of event's marketing material including: invitation, program, signage, website
- Preferred seating for a table of 10
- Favor for attending the event

Strength - \$2,500

- *Contribution helps support one week of Camp Good Sam for 27 youth*
- Recognition in all of event's marketing material including: invitation, program, signage, website
- Reserved seating for a table of 10
- Favor for attending the event

Neighbor - \$1,500

- *Contribution helps support two (2) youth to attend Good Sam - Pharr's After School Program*
- Recognition in all of event's marketing material including: invitation, program, signage, website
- Reserved seating for a table of 10
- Favor for attending the event

Please contact Kathleen Dove by phone, 210-424-2066 or by email, special.events@goodsamtx.org if you need assistance.

Thank you for supporting Good Samaritan Community Services - Pharr!

www.goodsamtx.org



Honoring David Deanda on April 8, 2017

Sponsorship Commitment Form

Name/Company: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Yes, I would like to support the Good Samaritan Award Dinner **with a sponsorship** at the following level:

☐ **\$20,000 Samaritan Sponsor**

☐ **\$10,000 Heart Sponsor**

☐ **\$5,000 Soul Sponsor**

☐ **\$2,500 Strength Sponsor**

☐ **\$1,500 Neighbor Sponsor**

☐ **\$150 Individual Ticket(s)**

☐ Number of Tickets: _____

☐ I am unable to attend Good Samaritan Award - Pharr, but would like to show my support by making a donation in the following amount:

___ \$5,000 ___ \$2,500 ___ \$1,500 ___ \$500 ___ \$250 \$ _____ Other Amount

Method of Payment: Please the appropriate box.

☐ I am enclosing a check for \$ _____ (payable to Good Samaritan Community Services - Pharr)

☐ Charge \$ _____ to ___ Visa ___ AMEX ___ MasterCard ___ Discover

Card Number: _____ Exp. Date: ___ / ___

Name on Card: _____ Security Code: _____

☐ I would like to make a reservation, but pay by March 1, 2017. Please send me an invoice.

Signature: _____ Date: _____

Please return completed Sponsorship Commitment Form to:
Good Samaritan Community Services - Advancement Department
1600 Saltillo St, San Antonio, TX 78207
Phone: 210-424-2066 | Email: special.events@goodsamtx.org



Honoring David Deanda on April 8, 2017

Auction Donation Form

Auction Item: _____

Description

Please provide a complete description of the item for the bidder's knowledge. If you are donating more than one item, **please complete a separate form for each item.**

Value: \$ _____

Donor Information

Please provide your contact information so we send you information about how your donation impacted this event, as well as a tax-receipt.

Name/Company: _____

Contact Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Signature: _____

Please return completed Sponsorship Commitment Form to:
Good Samaritan Community Services - Advancement Department
1600 Saltillo St, San Antonio, TX 78207

Phone: 210-424-2066 | Email: special.events@goodsamtx.org

Please make check payable to Good Samaritan Community Services- Pharr.
Good Samaritan Community Services is a nonprofit 501 (c) 3 - Tax ID #74 111 7340

Thank you for your support!

SAVE • the • DATE



Honoring David Deanda on April 8, 2017

Edinburg Conference Center at the Renaissance

Good Samaritan Community Services-Pharr (GSCS-Pharr) is proud to announce David Deanda as the recipient of the Good Sam Award Pharr 2017.

GSCS-Pharr was launched in the summer of 2009 to address the growing needs of impoverished families in the Rio Grande Valley. GSCS-Pharr **serves as a catalyst for change, supporting individuals and families by providing excellent community services to overcome the impact of economic poverty.** The services offered at GSCS-Pharr include afterschool and summer youth enrichment programs for economically disadvantaged youth ages 6-14. The programs serve approximately 300 children annually.

Mr. Deanda currently serves as the President and Chief Operating Officer of Lone Star National Bank in McAllen. He and his wife, Vivian, enjoy spending time with their two children at their home in the Rio Grande Valley, where they have resided for 24 years. Mr. Deanda and his family are active members of Palm Valley Church in Mission, Texas. Come celebrate Mr. Deanda and all the philanthropic work he has done in the Rio Grande Valley!



Proceeds benefit GSCS-Pharr



goodsamtx.org

For more information contact
special.events@goodsamtx.org



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC HEARINGS:

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera

Created/Initiated - 03/31/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.1.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Sandra L. Gomez, d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo, County, Texas. The physical address is 5826 South Cage Boulevard.
CUP#160208

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue: Sandra L. Gomez, d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo, County, Texas. The physical address is 5826 South Cage Boulevard. **CUP#160208**

Financial Consideration: N/A

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

Alternatives: 1. Approve the renewal request
2. Table the item for: a) consideration by the full board;

- b) additional information;
- c) additional time for the applicant and adjacent property

owners to

meet;

3. Disapprove the request

ROUTING:

Alexandra Esparza	Created/Initiated - 03/27/2017
Roland Gomez	Approved - 03/29/2017
Melanie Cano	Approved - 03/29/2017
Edward Wylie	Approved - 03/29/2017
Juan Guerra	Final Approval - 03/30/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Oscar Elizondo, Jr. | Edmund Maldonado, Jr. | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

April 03, 2017

Conditional Use Permit for ABC –

Desperados Saloon II

Background:

Sandra L. Gomez, d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Desperados Saloon II.

The property is located at 5826 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_S Gomez dba Desperados Saloon II_2016

MEMORANDUM

DATE: MONDAY, APRIL 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC – FILE NO. CUP#160208 (DESPERADOS SALOON II)

GENERAL INFORMATION:

APPLICANT: Sandra L. Gomez, d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5826 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the North, South and East, and Single-Family Residential District (R-1) to the West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit. (See attached memo)
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POLICE CHIEF:

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

PLANNING DEPARTMENT:

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

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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

Company Name or Business Entity: DESPERADOS SALON II Type of Business: ASSEMBLY
Applicant: SANDRA (First) COMERZ (Last) Phone No.: 956-588-1230
Mailing Address: 5826 S. CREEK ROAD (Address) PHARR (City) TX (State) 78577 (Zip)

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

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

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

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS: RECEIVED
MAR 09 2017

REMARKS IS IN COMPLIANCE WITH
BUILDING CODE
BY: [Signature]
[Signature] 3.9.17 (INSPECTOR / OFFICER) (Date)
Sandra Gomez 03/09 (RECEIVED BY) (Date)



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

March 13, 2017

DESPERADOS SALOON
5826 S CAGE BLVD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Mar 13, 2017 revealed no violations.

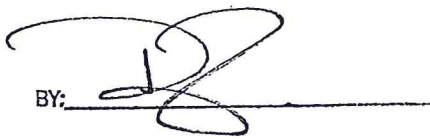
Inspection Note AT TIME OF CUP RE-INSPECTION, BUILDING WAS FOUND TO BE IN REASONABLE COMPLIANCE.

8108 MARTIN TORRES
Inspector

SANDRA GOMEZ

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAR 13 2017

BY: 



Pharr Police Department

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



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 03/01/2017

Re: Conditional use Permit & Late Hours Permit Renewal for ABC – File No. CUP#160208 (Desperado's Saloon II)

Sandra L. Gomez d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business (C). The property is more fully described as follows:

- **Legal Description:** Being Lots 14 & 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 5826 S. Cage Blvd.
- **Contact Number:** 956-588-1230

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

REPLY

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

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

Asst. Chief of Police

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAR 02 2017

BY: _____



MEMORANDUM

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

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC – FILE NO. CUP#160208 (DESPERADOS SALOON II)

Sandra L. Gomez, d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Being Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

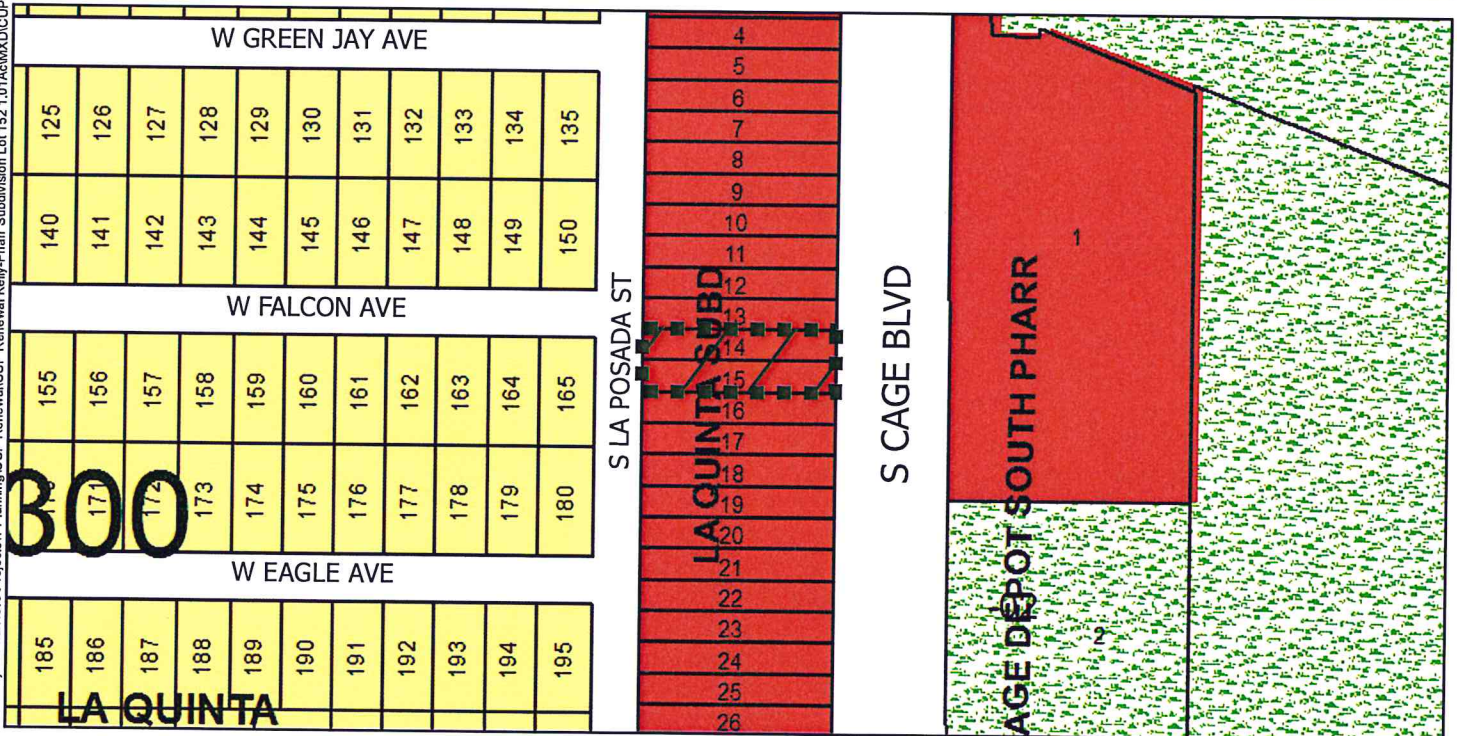
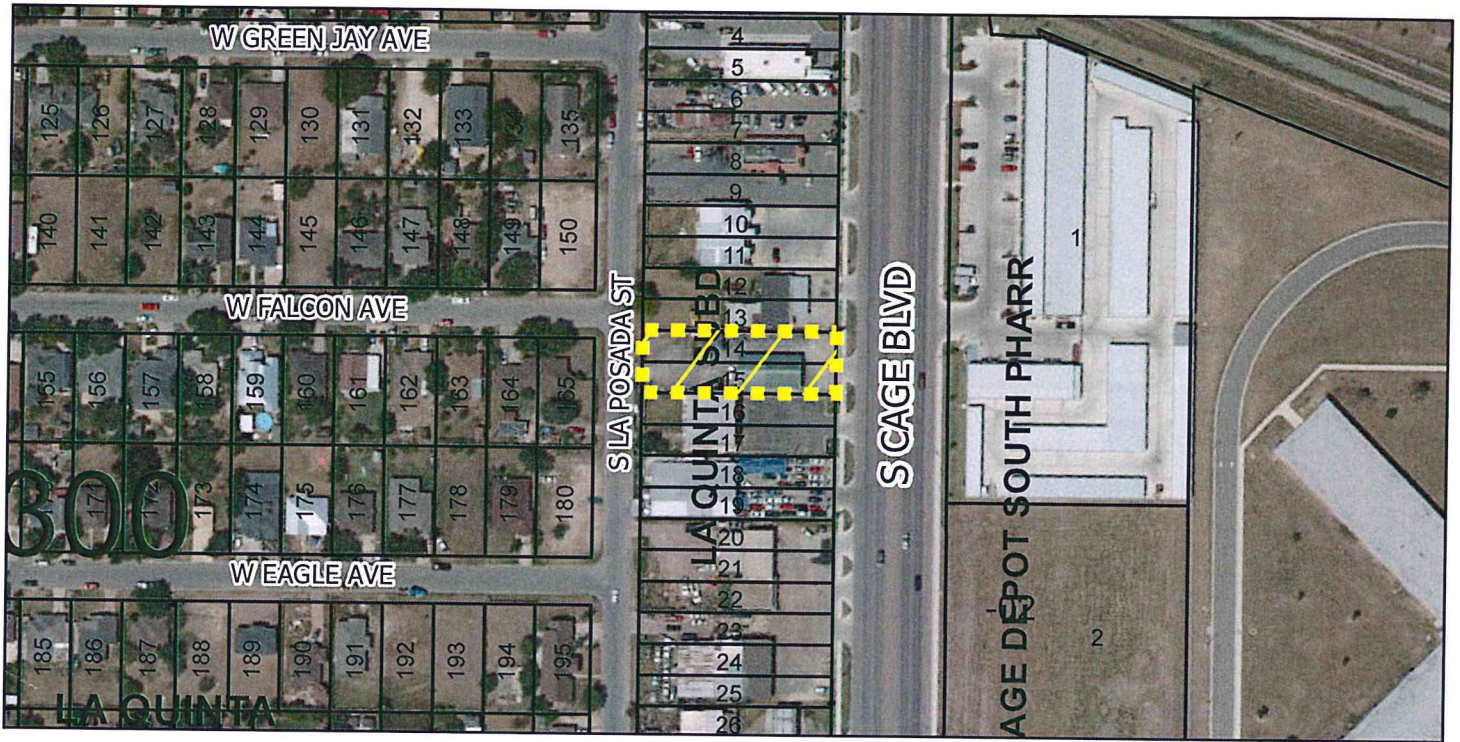
Physical Address: 5826 South Cage Boulevard.

Development Services is recommending approval of the renewal request for the Conditional Use Permit and Late Hours Permit provided site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
La Quinta Subdivision Lots 14 & 15
Desperados Saloon II/ Sandra L. Gomez



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\KUP Renewal Kelly-Pharr Subdivision Lot 152 1.01\AcMXD\CUP Renewal Base.mxd



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 2/28/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.2.

DATE SUBMITTED: March 28, 2017

MEETING DATE: April 3, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Big River Brewery, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 505 West Nolana Loop. **CUP#170314**

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue: Big River Brewery, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 505 West Nolana Loop. **CUP#170314**

Financial Consideration: N/A

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

The Planning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a

General Business District (C) subject to staff's recommendations.

Alternatives:

ROUTING:

Alexandra Esparza	Created/Initiated - 03/28/2017
Roland Gomez	Approved - 03/29/2017
Melanie Cano	Approved - 03/29/2017
Edward Wylie	Approved - 03/29/2017
Juan Guerra	Final Approval - 03/30/2017

MEMORANDUM

DATE: MONDAY, APRIL 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#170314 (BIG RIVER BREWERY, LLC)

GENERAL INFORMATION:

APPLICANT: Big River Brewery, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 505 West Nolana Loop.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, east and west. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **CODE COMPLIANCE:** Pending inspection for the Conditional Use Permit.

FIRE MARSHAL: Pending inspection for the Conditional Use Permit.

POLICE CHIEF:

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

**PLANNING
DEPARTMENT:**

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

**NOTIFICATION
OF PUBLIC:**

Three (3) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

**PLANNING & ZONING
COMMISSION:**

The Planning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to staff's recommendations.



Pharr Police Department
1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 784-7700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 03/09/2017
Re: Conditional Use Permit for ABC – File No. CUP#170314 (Big River Brewery, LLC)

Big River Brewery, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 505 W. Nolana Loop
- **Contact Number:** 956-566--3586

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

REPLY

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

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

Asst. Chief of Police

A handwritten signature in black ink, appearing to read "Joel Robles", written over a horizontal line.

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

A small, circular, handwritten mark or stamp, possibly a signature or initials, located at the bottom right of the page.



MEMORANDUM

DATE: MONDAY, APRIL 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

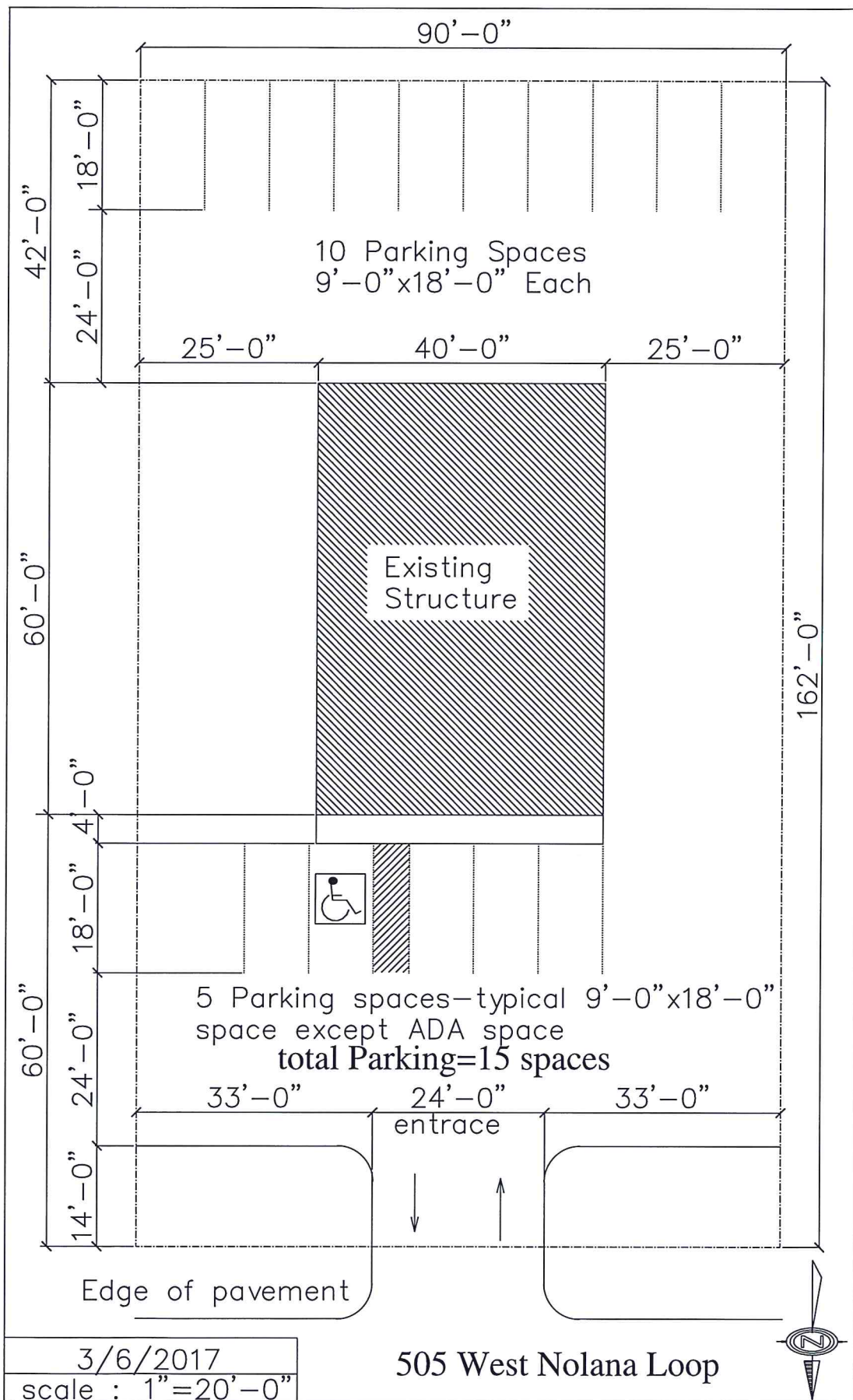
SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#170314 (BIG RIVER BREWERY, LLC)

Big River Brewery, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas..

Physical Address: 505 West Nolana Loop

Development Services is recommending approval of the request for a Conditional Use Permit subject to applicant and site being in compliance with all City Ordinances and City Department requirements.







AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.3.

DATE SUBMITTED: March 28, 2017

MEETING DATE: April 3, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Spoor Engineering Consultants, Inc., representing Martin Rios, 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 High Density Multi-Family District (R-4). The property is legally described as being 5.34 acres, more or less, out of Lot 245, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 3100 and 3200 Block of South Cage Boulevard. **COZ#170315**

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue: Spoor Engineering Consultants, Inc., representing Martin Rios, 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 High Density Multi-Family District (R-4). The property is legally described as being 5.34 acres, more or less, out of Lot 245, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 3100 and 3200 Block of South Cage Boulevard. **COZ#170315**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to High Density Multi-Family District (R-4) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must subdivide and comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to approve the rezoning request from Agricultural and/or Open Space District (A-O) to High Density Multi-Family

District (R-4) subject to staff's recommendations.

- Alternatives:**
1. Approve the rezoning request;
 2. Table the item for:
 - a) consideration by the full board;
 - b) additional information;
 - c) additional time for applicant and adjacent property owners to meet;
 3. Disapprove the request

ROUTING:

Alexandra Esparza	Created/Initiated - 03/28/2017
Roland Gomez	Approved - 03/29/2017
Melanie Cano	Approved - 03/29/2017
Edward Wylie	Approved - 03/29/2017
Juan Guerra	Final Approval - 03/30/2017



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 03, 2017

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#170315

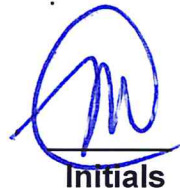
☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: March 03, 2017

5. Applicant: Spoor Engineering Consultants, Inc., representing Martin Rios, owner.
6. Requested Action: Re-zoning request from an Agricultural and/or Open Space District (A-O) to a High Density Multi-Family District (R-4).
7. Nature / Intent of Request: In order to be able to construct apartments on said property.

8. Routing to Staff:

F. Melanie Cano, Director


Initials

3/23/2017 ☒ Approval ☐ Denial
Date

G. Planning Staff
Recommendations


Initials

3/23/2017 ☒ Approval ☐ Denial
Date

H. Planning and Zoning
Commission

 3/27/2017 ☒ Approval ☐ Denial
Initials Date

I. City Attorney

 ☐ Approval ☐ Denial
Initials Date

J. City Manager

 ☐ Approval ☐ Denial
Initials Date

MEMORANDUM

DATE: MONDAY, APRIL 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to High Density Multi-Family District (R-4): Being 5.34 acres, more or less, out of Lot 245, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 3100 and 3200 Block of South Cage Boulevard.

REZONING CHECKLIST / GOALS:

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

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

DESCRIPTION OF PROPERTY:

Spoor Engineering Consultants, Inc., representing Martin Rios, owner, is requesting a change of zone from Agricultural and/or Open Space District (A-O) to High Density Multi-Family District (R-4). The subject site is located on the west side of South Cage Boulevard and is physically located within 3100 and 3200 Block of South Cage Boulevard. The property is legally described as being 5.34 acres, more or less, out of Lot 245, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject site currently consists of one (1) lot which has a frontage of approximately 221 feet along South Cage Boulevard and has a depth of approximately 1,008 feet. South Cage Boulevard is a 120'-150' principal arterial which runs north and south with a posted speed limit of 40 to 55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The property to the north is zoned Agricultural and/or Open Space District (A-O), the south is zoned Single-Family Residential District (R-1) and General Business District (C), The property to the west is zoned Single-Family Residential District (R-1) and the property to the west is zoned Planned Unit Development (PUD). The property is generally designated for commercial and single family residential use in the Land Use Plan.

The property to the east was rezoned to Planned Unit Development (P.U.D.) on December 21, 1982. On March 20, 1984, the front 250' x 200' of Lot 245 was rezoned to General Business District (C) and the rear 185.6' x 200' of Lot 245 was rezoned to Single-Family Residential District (R-1).

The owner of the property is requesting a change of zone to High Density Multi-Family District (R-4) in order to construct apartments on said property.

This district is established to provide adequate space and site diversification for higher density apartment complexes, including high-rise apartments and complexes with a number of buildings on the same tract of land. It is anticipated that developments in this zone will have to plat the property as a whole as part of the development process. Traditional area requirements are inappropriate for this district and height limitations are also relaxed, except when abutting single-family uses.

Twenty-nine (29) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received one telephone call for information only.

Development Services is recommending **approval** of the request to re-zone to High Density Multi-Family District (R-4) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must subdivide and comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission unanimously voted to approve the rezoning request from Agricultural and/or Open Space District (A-O) to High Density Multi-Family District (R-4).subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 4. Approve the rezoning request;**
- 5. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 6. Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Martin Rios

APPLICANT

Agricultural and/or Open Space District (A-O)

CURRENT ZONE

Within the 3100-3200 Block of South Cage Boulevard

ADDRESS

High-Density Multi-Family Residential District (R-4)

PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)		X
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress and is compatible with
the surrounding properties.

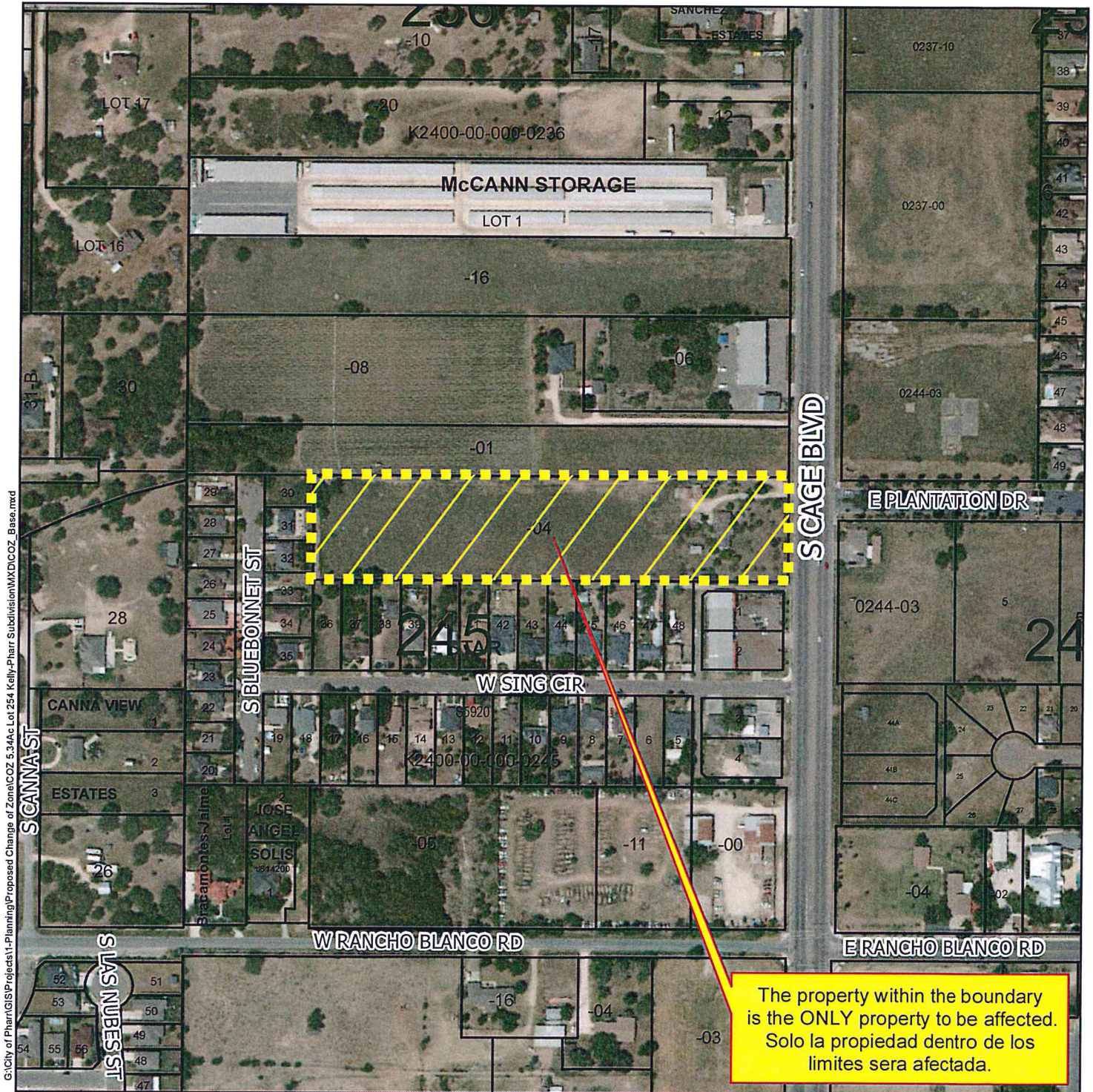
Della Robles, Planner I

PREPARED BY

March 21, 2017

DATE

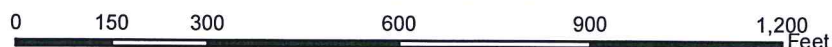
Proposed Change of Zone
Kelly-Pharr Lot 245 5.34Ac
Martin Rios/Martin Rios



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 3/7/2017

SITE PLAN

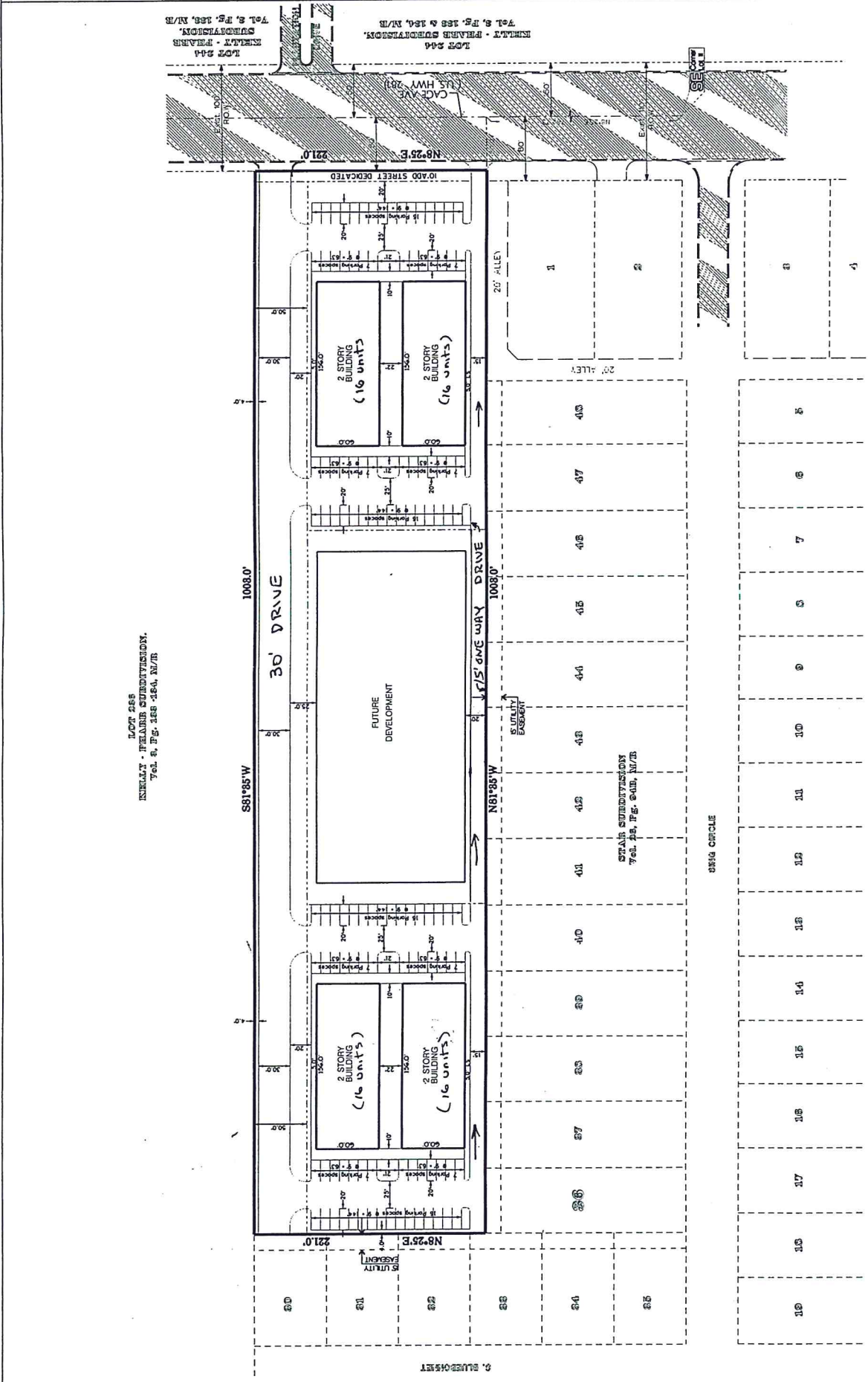
PROJECT

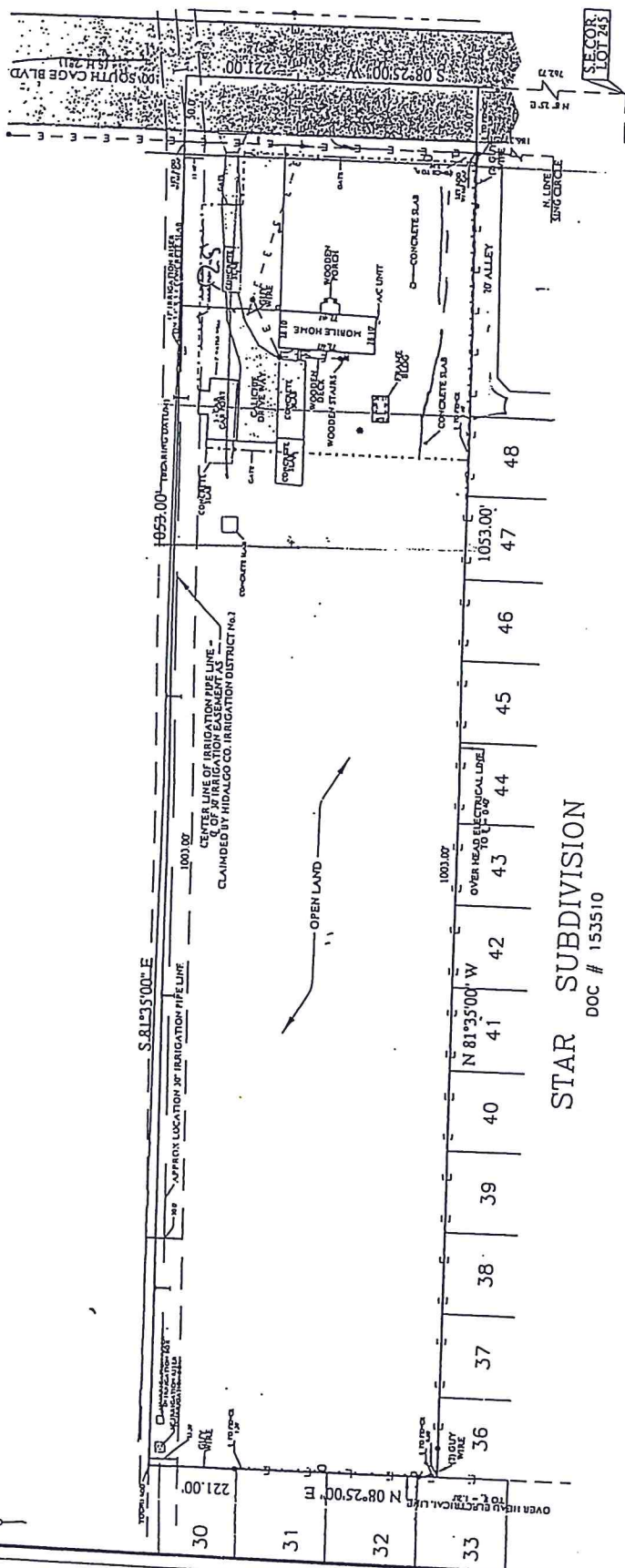
CAGE - HWY 281

Pharr, Texas



Prepared by:
SPE Engineering Consultants, Inc.
Consulting Engineers - Civil and Planning
203 South 4th Street, Suite 200
Pharr, TX 78571
(361) 663-1000





MAP
OF
5.34 ACRES OF LAND,
OUT OF LOT 245,
KELLY - PHARR SUBDIVISION,
OF PORCIONES 69 & 70
HIDALGO COUNTY, TEXAS
12/27/2015

MICHAEL FABIAN SURVEYING, INC. 120 N 15th ST MCALLEN, TEXAS 78501 TEL: (941) 651-1118	MICHAEL FABIAN REGISTERED PROFESSIONAL LAND SURVEYOR	1980 9014 1981 9015 1982 9016 1983 9017 1984 9018 1985 9019 1986 9020 1987 9021 1988 9022 1989 9023 1990 9024 1991 9025 1992 9026 1993 9027 1994 9028 1995 9029 1996 9030 1997 9031 1998 9032 1999 9033 2000 9034 2001 9035 2002 9036 2003 9037 2004 9038 2005 9039 2006 9040 2007 9041 2008 9042 2009 9043 2010 9044 2011 9045 2012 9046 2013 9047 2014 9048 2015 9049 2016 9050 2017 9051 2018 9052 2019 9053 2020 9054 2021 9055 2022 9056 2023 9057 2024 9058 2025 9059 2026 9060 2027 9061 2028 9062 2029 9063 2030 9064 2031 9065 2032 9066 2033 9067 2034 9068 2035 9069 2036 9070 2037 9071 2038 9072 2039 9073 2040 9074 2041 9075 2042 9076 2043 9077 2044 9078 2045 9079 2046 9080 2047 9081 2048 9082 2049 9083 2050 9084 2051 9085 2052 9086 2053 9087 2054 9088 2055 9089 2056 9090 2057 9091 2058 9092 2059 9093 2060 9094 2061 9095 2062 9096 2063 9097 2064 9098 2065 9099 2066 9100 2067 9101 2068 9102 2069 9103 2070 9104 2071 9105 2072 9106 2073 9107 2074 9108 2075 9109 2076 9110 2077 9111 2078 9112 2079 9113 2080 9114 2081 9115 2082 9116 2083 9117 2084 9118 2085 9119 2086 9120 2087 9121 2088 9122 2089 9123 2090 9124 2091 9125 2092 9126 2093 9127 2094 9128 2095 9129 2096 9130 2097 9131 2098 9132 2099 9133 2100 9134 2101 9135 2102 9136 2103 9137 2104 9138 2105 9139 2106 9140 2107 9141 2108 9142 2109 9143 2110 9144 2111 9145 2112 9146 2113 9147 2114 9148 2115 9149 2116 9150 2117 9151 2118 9152 2119 9153 2120 9154 2121 9155 2122 9156 2123 9157 2124 9158 2125 9159 2126 9160 2127 9161 2128 9162 2129 9163 2130 9164 2131 9165 2132 9166 2133 9167 2134 9168 2135 9169 2136 9170 2137 9171 2138 9172 2139 9173 2140 9174 2141 9175 2142 9176 2143 9177 2144 9178 2145 9179 2146 9180 2147 9181 2148 9182 2149 9183 2150 9184 2151 9185 2152 9186 2153 9187 2154 9188 2155 9189 2156 9190 2157 9191 2158 9192 2159 9193 2160 9194 2161 9195 2162 9196 2163 9197 2164 9198 2165 9199 2166 9200 2167 9201 2168 9202 2169 9203 2170 9204 2171 9205 2172 9206 2173 9207 2174 9208 2175 9209 2176 9210 2177 9211 2178 9212 2179 9213 2180 9214 2181 9215 2182 9216 2183 9217 2184 9218 2185 9219 2186 9220 2187 9221 2188 9222 2189 9223 2190 9224 2191 9225 2192 9226 2193 9227 2194 9228 2195 9229 2196 9230 2197 9231 2198 9232 2199 9233 2200 9234 2201 9235 2202 9236 2203 9237 2204 9238 2205 9239 2206 9240 2207 9241 2208 9242 2209 9243 2210 9244 2211 9245 2212 9246 2213 9247 2214 9248 2215 9249 2216 9250 2217 9251 2218 9252 2219 9253 2220 9254 2221 9255 2222 9256 2223 9257 2224 9258 2225 9259 2226 9260 2227 9261 2228 9262 2229 9263 2230 9264 2231 9265 2232 9266 2233 9267 2234 9268 2235 9269 2236 9270 2237 9271 2238 9272 2239 9273 2240 9274 2241 9275 2242 9276 2243 9277 2244 9278 2245 9279 2246 9280 2247 9281 2248 9282 2249 9283 2250 9284 2251 9285 2252 9286 2253 9287 2254 9288 2255 9289 2256 9290 2257 9291 2258 9292 2259 9293 2260 9294 2261 9295 2262 9296 2263 9297 2264 9298 2265 9299 2266 9300 2267 9301 2268 9302 2269 9303 2270 9304 2271 9305 2272 9306 2273 9307 2274 9308 2275 9309 2276 9310 2277 9311 2278 9312 2279 9313 2280 9314 2281 9315 2282 9316 2283 9317 2284 9318 2285 9319 2286 9320 2287 9321 2288 9322 2289 9323 2290 9324 2291 9325 2292 9326 2293 9327 2294 9328 2295 9329 2296 9330 2297 9331 2298 9332 2299 9333 2300 9334 2301 9335 2302 9336 2303 9337 2304 9338 2305 9339 2306 9340 2307 9341 2308 9342 2309 9343 2310 9344 23
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5.34 ACRES GROSS
0.25 ACRES IN U.S. HWY No 281 R.O.W
0.45 ACRES IN H.C.I.D No 2 EASEMENT
4.64 ACRES NET

STAR SUBDIVISION
DOC # 153510

TITLE CO. • SIERRA TITLE CO.
GF# 3151330

BORROWER: JAMES THOMAS SING
ADDRESS: 3000 S. CAGE
PHARR, TEXAS 78577

I, MICHAEL FABIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING MAP IS A REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS PROPERTY FALLS IN ZONE "B" OF THE FLOOD INSURANCE RATE MAPS.

MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYOR
MCALLEN, TEXAS

1. The first part of the document is a list of names and their corresponding page numbers. The names are: "The first part of the document is a list of names and their corresponding page numbers."







AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.4.

DATE SUBMITTED: March 28, 2017

MEETING DATE: April 3, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 305 South Cage Boulevard. **CUP#060312**

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 305 South Cage Boulevard. **CUP#060312**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) provided the applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: 1. Approve the renewal request;

2. Table the item for: a) consideration by the full board;

b) additional information;

c) additional time for applicant and adjacent property owners to meet;

3. Disapprove the request

ROUTING:

Alexandra Esparza	Created/Initiated - 03/28/2017
Roland Gomez	Approved - 03/29/2017
Melanie Cano	Approved - 03/29/2017
Edward Wylie	Approved - 03/29/2017
Juan Guerra	Final Approval - 03/30/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Oscar Elizondo, Jr. | Edmund Maldonado, Jr. | Ricardo Medina | Mario Bracamontes

April 03, 2017

Executive Summary Letter

Conditional Use Permit **Renewal** for ABC –

The Fraternal Order of Eagles of
Pharr, Texas.

Background:

Ricardo Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 11th renewal for The Fraternal Order of Eagles.

The property is located at 305 South Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC\ABC_THE FRATERNAL ORDER OF EAGLES OF PHARR_4.18.2006

MEMORANDUM

DATE: MONDAY, APRIL 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. **CUP#060312** (THE FRATERNAL ORDER OF EAGLES-PHARR)

GENERAL INFORMATION:

APPLICANT: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 305 South Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The property to the north, south, and west is also zoned Business District (C-2). The property to the east is zoned General Business District (C). The area is generally designated for commercial use in the Land Use Plan.

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

POLICE CHIEF:

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

**PLANNING
DEPARTMENT:**

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

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) provided the applicant and site being in compliance with all City Ordinances and City Department requirements.

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: F.O.E. Type of Business: Bar
Applicant: Reyes Garza Phone No.: _____
(First) (Middle) (Last)
Mailing Address: 305 E Cage Pharr TX 78577
(Address) (City) (State) (Zip)

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

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

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

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

Michael Bazzalana 3/15/17 Melvin Rottol 3-16-17
(INSPECTOR / OFFICER) (Date) (RECEIVED BY) (Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (361) 402-4242 when improvements have been completed.
Any permits with regard to this location will remain on hold until full compliance is met.



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

March 8, 2017

THE FRATERNAL ORDER OF EAGLES OF PHARR,
305 S CAGE BLVD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Mar 8, 2017 revealed no violations.

Inspection Note AT TIME OF CUP RE-INSPECTION BUILDING WAS FOUND TO BE IN REASONABLE COMPLIANCE.

8108 MARTIN TORRES
Inspector

RAY GARZA

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAR 09 2017

BY: _____



Pharr Police Department
1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 784-7700 • FAX: (956) 781-9163



To: Melanie Cano, Director Development Services
From: Joel Robles, Asst. Chief of Police
Date: 03/06/2017
Re: Conditional use Permit Renewal for ABC – File No. CUP#060312 (Fraternal Order of Eagles)

Reyes Garza (~~XXXXXXXXXX~~) d/b/a The Fraternal Order of Eagles of Pharr, Texas is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Business District (C-2). The property is more fully described as follows:

- **Legal Description:** Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 305 S. Cage Blvd.
- **Contact Number:** 956-515-9928

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

REPLY

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

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

Asst. Chief of Police

A handwritten signature of Joel Robles in black ink.

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

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAR 23 2017

BY: _____



MEMORANDUM

DATE: MONDAY, APRIL 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. **CUP#060312** (THE FRATERNAL ORDER OF EAGLES-PHARR)

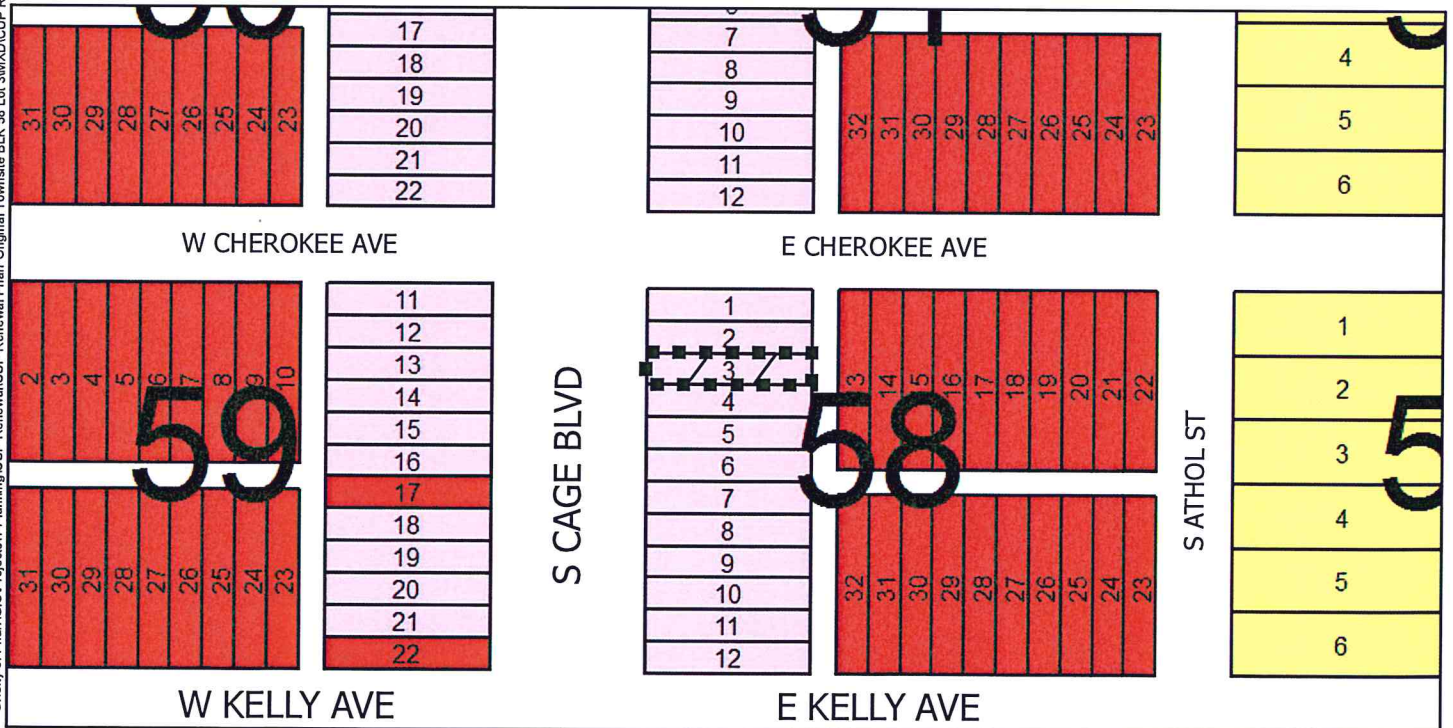
Ricardo Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is more fully described as follows:

Legal description: Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

Physical address: 305 South Cage Boulevard.

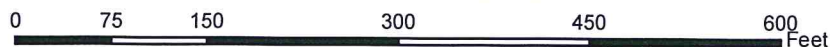
Development Services is recommending **approval** of the renewal of the Conditional Use Permit provided the site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 Pharr Original Townsite BLK 58 Lot 3
 Reyes Garza dba The Fraternal Order of Eagles of Pharr



City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 150 feet



Date: 3/28/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 28, 2017

MEETING DATE: April 3, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2016-36 for budget amendments to the FY 2016-2017 budget.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: With extra bridge toll collections, staff is recommending to launch pilot WIFI Community Program that will benefit 300 qualified homes to provide access to online banking, more opportunities for education, and medical resources.

To help close the digital divide.

An amendment to add the funds available from Bridge is needed to reflect properly in Budget.

Financial Consideration: \$100,000

Staff Recommendation: To approve

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 03/28/2017

Karla Moya

Approved - 03/28/2017

Patricia Rigney

Approved - 03/30/2017

Edward Wylie

Approved - 03/31/2017

Juan Guerra

New -

ORDINANCE NO: O-2017-__

AN ORDINANCE AMENDING ORDINANCE O-2016-36; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017, and has filed same with the City Clerk, and complied with all procedures required by law; and

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

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2016 and ending September 30, 2017, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum of \$100,000 expenditures is hereby appropriated out of expenditures and \$100,000 revenues of the general fund. The purpose is included in the attached documents.

SECTION 3: That the net sum of \$100,000 expenditures is hereby appropriated out of expenditures and \$100,000 revenues of the bridge fund. The purpose is included in the attached documents.

SECTION 4: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

SECTION 5: Repealing Clause

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

SECTION 6: Severability Clause

The invalidity of any section, clause, sentence or provision of this ordinance shall not

effect the validity of any other part thereof.

SECTION 7: Publication Effective Date

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd of April, 2017.

CITY OF PHARR

Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on ordinance for transfer of property from the City of Pharr to Pharr Economic Development Corporation II in the amount of 7.69 acres.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is wishing to transfer the property to EDC to increase economic development

Financial Consideration: No Consideration

Staff Recommendation: Staff Recommends Approval

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
City Management Office

Created/Initiated - 03/31/2017
Approved - 03/31/2017
Final Approval - 03/31/2017

ORDINANCE NO. 0-2017-__

AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL PROPERTY TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION, INC. II, PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE; DECLARATION OF EMERGENCY; PROPER NOTICE OF MEETING; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self government, and shall all powers granted by law, constitution, and ordinance;

WHEREAS, pursuant to Texas Local Government Code section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, pursuant to the Texas Constitution, article XI, section 5, and Texas Local Government Code section 51.072, the City, as a home-rule municipality, has full power of local self government; and

WHEREAS, the City of Pharr is authorized to transfer the property as indicated herein in accordance with Chapter 253, Section 253.009 of the Texas Local Government Code.

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

SECTION 1: AUTHORITY. The authority granted to the City of Pharr and the city's development corporation known as the Pharr Economic Development Corporation, Inc. II are provisions referenced in Chapter 253, Section 253.009 of the Texas Local Government Code.

SECTION 2: TRANSFER OF MUNICIPAL PROPERTY TO DEVELOPMENT CORPORATION.

- (a) In accordance with property acquired through or in lieu of legal settlement as authorized by law, the City of Pharr directs that A PORTION OF LOTS 2 AND 3, BLOCK 'D'. LYING NORHT OF LATERAL 'F'. SUBDIVISION OF PORCIONES 69, AND 70, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND ALSO DESCRIBED AS A 7.69 ACRES TRACT OUT OF THE NORTH LATERAL F-2, AND 0.44 ACRES TRACT SOUTH OF THE NORTH LATERAL F-3, BLOCK D, KELLY PHARR LETTERED BLOCKS, HIDALGO COUNTY, TEXAS, as described legally, as be transferred by necessary legal instruments to the Pharr Economic Development Corporation, Inc. II. The development corporation shall use, exchange, lease, transfer, and/or develop the property in any necessary way to benefit the economy of the city and the state.
- (b) The development corporation further reserves for itself the right and authority to transfer the property to any other corporation, or as may allowed by law.
- (c) The conveyance shall comply with the Texas Property Code, except a covenant of general warranty is not required. The fair consideration paid for the transfer of property shall be one dollar (\$1.00).

SECTION 3: SAVINGS CLAUSE.

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 4: SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local and other guidelines as directed.

SECTION 5: EFFECTIVE DATE; PUBLICATION; DECLARATION OF EMERGENCY.

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with-by a vote of not less than a majority of all the members of the Board of Commissioners-in accordance with 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.

SECTION 6: PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 7: Publication; Effective Date.

The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be Passed until it has been read on three (3) separate days and such provision of the City Charter is hereby suspended and said requirement dispensed with a majority of all members of the City Commission.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of April, 2017, A. D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing seven (7) regular members to the Building and Safety Standards Commission.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on the resolution of the appointments and/or re-appointments of seven (7) regular member to the Building and Safety Standers Commission.

Financial Consideration: N/A

Staff Recommendation: All members are willing to serve another term.

Alternatives:

ROUTING:

Alexandra Esparza

Created/Initiated - 03/27/2017

Melanie Cano

Approved - 03/29/2017

Edward Wylie

Approved - 03/29/2017

Juan Guerra

Final Approval - 03/29/2017

THE STATE OF TEXAS { }
COUNTY OF HIDALGO { }
CITY OF PHARR { }

RESOLUTION
NO.R-2017- _____

WHEREAS, the Board of Commissioners shall appoint a Building and Standards Commission composed of seven (7) regular members who shall be residents of the City of Pharr, Texas; and

WHEREAS, re-appointment/appointment of the seven (7) members need to be made at this time in accordance with the City Ordinance No. 0-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

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

The following residents of the City of Pharr are hereby appointed members of the Building and Standards Commission:

<u>NAME:</u>	<u>LENGTH OF TERM</u>
--------------	-----------------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE _____ DAY OF _____, 2017.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Ruben Alfaro, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Melanie Cano, Roy Garcia

Agenda Item: Consideration and action, if any, awarding bid for Purchase & Application of Prime Coat MC-30 & RC250 Tack Coat for Public Works Annual Use FY 2016-2017 Bid No. 1617-01-528-0026.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Prime Coat MC-30 & RC250 Tack Coat are for Public Works use throughout fiscal year 2016-2017.

On March 16, 2017, formal bids were opened with a total of two (2) respondents to the solicitation. S&S Enterprises was found to be the lowest responsible bidder.

Financial Consideration: Funding for Prime Coat MC-30 & RC250 Tack Coat is included in Public Works' budget. Bid tabulation is attached.

Staff Recommendation: Staff recommends award of contract for the Purchase and Application of Prime Coat MC-30 & RC250 Tack Coat to S&S Enterprises.

Alternatives:

ROUTING:

Ruben Alfaro
Melanie Cano
Karla Moya
Edward Wylie
Juan Guerra

Created/Initiated - 03/31/2017
Approved - 03/31/2017
Approved - 03/31/2017
Approved - 03/31/2017
New -

BID TABULATION

PROJECT: PURCHASE & APPLICATION OF PRIME COAT MC-30 AND RC250 TACK COAT FOR PUBLIC WORKS ANNUAL USE FY 2015-2016

BID NO: PRIME COAT MC-30 AND RC250 TACK COAT - BID NO. 1516-01-528-0026

DATE: MARCH 16, 2017

TIME: 4:00 PM

LOCATION: CITY COMMISSION ROOM, 2ND FLOOR, PHARR CITY HALL

BASE BID				S&S Enterprises	RDH Concrete
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	UNIT PRICE
1	PRIME COAT MC-30 (APPLIED)	130,000	SY	\$ 1.45	\$ 1.50
2	RC250 TACK COAT (APPLIED)	7,000	SY	\$ 1.00	\$ 1.50
TOTAL BASE BID				\$ 195,500.00	\$ 205,500.00
BID BOND (5%)				YES	YES
ADDENDUM #1 ACKNOWLEDGED				YES	YES



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Ruben Alfaro, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, awarding bid for the Purchase & Delivery of Concrete Mix for Public Works Annual Use FY 2016-2017. Bid No. 1617-01-528-0029

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Concrete Mix is for Public Works use throughout fiscal year 2016-2017.

On March 23, 2017, formal bids were opened, with a total of (2) respondents to the solicitation. L&R Ready Mix, LLC, was found the lowest responsible bidder.

Financial Consideration: Funding for the Concrete Mix material is included in Public Works' budget. Bid tabulation is attached.

Staff Recommendation: Staff recommends award of the contract for Concrete Mix to L&R Ready Mix, LLC.

Alternatives:

ROUTING:

Ruben Alfaro	Created/Initiated - 03/31/2017
Melanie Cano	Approved - 03/31/2017
Karla Moya	Approved - 03/31/2017
Edward Wylie	Approved - 03/31/2017
Juan Guerra	New -

BID TABULATION

PROJECT: PURCHASE & DELIVERY OF CONCRETE MIX FOR PUBLIC WORKS ANNUAL USE FY 2015-2016

BID NO: 1617-01-528-0029

DATE: MARCH 23, 2017

TIME: 4:00 PM

LOCATION: CITY COMMISSION ROOM, 2ND FLOOR, PHARR CITY HALL

BASE BID				L&R Ready Mix	JIII Concrete
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	UNIT PRICE
1	CONCRETE MIX (3,000 PSI). (DELIVERED)	200	CY	\$ 95.00	\$ 110.00
2	CONCRETE MIX (4,000 PSI). (DELIVERED)	200	CY	\$ 103.00	\$ 114.00
TOTAL BASE BID				\$ 39,600.00	\$ 44,800.00



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: March 29, 2017

MEETING DATE: April 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Parks/PAL

DIRECTOR: Roel Garza

Agenda Item: Consideration and action, if any, designating the Parks & Recreation Board as the Tree City USA board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As a requirement for City of Pharr to attain the Tree City USA designation a board must be created. This board will meet on a quarterly basis.

Financial Consideration: None.

Staff Recommendation: Staff recommends approval of this agenda item request.

Alternatives: N/A

ROUTING:

Imelda Barrera

Created/Initiated - 03/29/2017

Roel Garza

Approved - 03/29/2017

Edward Wylie

Approved - 03/29/2017

Juan Guerra

New -

Tree City USA Standards

The Four Standards for Tree City USA Recognition

To qualify as a Tree City USA community, a town or city must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters.

These standards were established to ensure that every qualifying community would have a viable tree management plan and program.

It is important to note that they were also designed so that no community would be excluded because of size.

1. [A Tree Board or Department](#)
2. [A Tree Care Ordinance](#)
3. [A Community Forestry Program With an Annual Budget of at Least \\$2 Per Capita](#)
4. [An Arbor Day Observance and Proclamation](#)

1) A Tree Board or Department

Someone must be legally responsible for the care and management of the community's trees. This may be a professional forester or arborist, an entire forestry department, or a volunteer tree board. Often, both a professional staff and advisory tree board are present, which is a good goal for most communities.

A tree board, or commission, is a group of concerned volunteer citizens charged by ordinance with developing and administering a comprehensive tree management program. Balanced, broad-based community involvement is encouraged. Boards function best if not composed entirely of tree-related professionals such as forestry professors, nursery operators, arborists, etc. Fresh ideas and different perspectives are added by citizens with an interest in trees that is entirely avocational. Limited, staggered terms of service will prevent stagnation or burnout, while at the same time assuring continuity.

2) A Tree Care Ordinance

The tree ordinance must designate the establishment of a tree board or forestry department and give this body the responsibility for writing and implementing an annual community forestry work plan. Beyond that, the ordinance should be flexible enough to fit the needs and circumstances of the particular community.

A tree ordinance provides an opportunity to set good policy and back it with the force of law when necessary. Ideally, it will provide clear guidance for planting, maintaining and removing trees from streets, parks and other public places. For tips and a checklist of important items to consider in writing or improving a tree ordinance, see Bulletin No. 9.

You can find a [sample tree care ordinance](#) at the International Society of Arboriculture.

3) A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita

Evidence is required that the community has established a community forestry program that is supported by an annual budget of at least \$2 per capita. At first, this may seem like an impossible barrier to some communities. However, a little investigation usually reveals that more than this amount is already being spent by the municipality on its trees. If not, this may signal serious neglect that will cost far more in the long run. In such a case, working toward Tree City USA recognition can be used to re-examine the community's budget priorities and re-direct funds to properly care for its tree resource before it is too late.

Ideally, this standard will be met by focusing funding on an annual work plan developed after an inventory is completed and a report is approved by the city council. Such a plan will address species diversity, planting needs, hazardous trees, insect and disease problems and a pattern of regular care such as pruning and watering.

4) An Arbor Day Observance and Proclamation

This is the least challenging and probably the most enjoyable standard to accomplish. An Arbor Day celebration can be simple and brief or an all-day or all-week observation. It can be a simple tree planting event or an award ceremony that honors leading tree planters. For children, Arbor Day may be their only exposure to the green world or a springboard to discussions about the complex issue of environmental quality.

The benefits of Arbor Day go far beyond the shade and beauty of new trees for the next generation. Arbor Day is a golden opportunity for publicity and to educate homeowners about proper tree care. Utility companies can join in to promote planting small trees beneath power lines or being careful when digging. Smokey Bear's fire prevention messages can be worked into the event, as can conservation education about soil erosion or the need to protect wildlife habitat.

Still another way to develop Arbor Day is to link it with a tree-related festival. Some that are currently celebrated include dogwood festivals, locust blossom festivals and Macon, Georgia's Cherry Blossom Festival that annually brings more than \$4.25 million into the local economy. In meeting the four standards, help is available! The [urban and community forestry coordinator](#) in your state forester's office will be happy to work with communities in taking these first steps toward better community forestry.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation with the Board of Commissioners on review of the City organization structure.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: No backup is needed for this item.

Financial Consideration: None.

Staff Recommendation: N/A

Alternatives:

ROUTING:

Imelda Barrera
City Management Office

Created/Initiated - 03/31/2017
Final Approval - 03/31/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on renewing contract with International Billboards for Billboard Rental in Reynosa, Tamaulipas.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On March 23, 2017, the Bridge Board approved the contract renewal with International Billboards for billboard rental in Reynosa, Tamaulipas, Mexico. This agreement consists of the installation of one vinyl (24ft x 40ft). The billboard will be located at the Reynosa-Monterrey Highway, 3km before entering the Libramiento Reynosa Sur II.

Financial Consideration: \$900 monthly fee and a one time charge for billboard vinyl (\$500)= \$11,300

Staff Recommendation: Authorization to renew contract with International Billboards for billboard rental in Reynosa, Tamaulipas, Mexico bordering the State of Nuevo Leon, Mexico.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 03/27/2017

Luis Bazan
Patricia Rigney
Edward Wylie
Juan Guerra

Approved - 03/28/2017
Approved - 03/29/2017
Approved - 03/29/2017
New -



February 13, 2017
Revised Feb 27, 2017

Proposal to Pharr International Bridge
Att: Fred Brouwen

*** Billboard located at the Reynosa - Monterrey Highway
3 kms before entering the Libramiento Reynosa Sur II**

Size: 24 x 40 ft - Custom made

One year contract

Monthly fee \$ 900 dlls

Vinyl \$ 500 dlls

Added Value:

- The first vinyl and installation will not be charge (value \$500 dlls)





International
Billboards

801 N. Ware Rd. McAllen, Tx. 78501
info@interbillboards.com
Ph.(956)630-1740 Fax(956)630-9591

Name: Pharr International Bridge Date: ____/____/____
Contact: Luis Baran Phone: (956) 781-1361
Address: 9900 South Cage Fax: (956) 781-1473
City: Pharr State: TX Zip Code: 78577

BILLBOARDS

☒ BILLBOARD AT REYNOSA ENTRANCE 3KM.
BEFORE LIBRAMIENTO SUR II ENTRANCE.

Size (24 ft X 40 ft)

____ BILLBOARD AT AUTOPISTA REY-MTY 86 KM BEFORE
THE LIBRAMIENTO SUR II.

Size (24.00 ft X 40.00 ft)

CONTRACT PERIOD: ☒ 12 MONTHS

Starting _____ Ends _____

Monthly Rent Payment for both billboards: \$ 900⁰⁰

*Monthly payment does not include vinyl and installation fee.

Terms & Conditions

- ☐ All contracts are non-cancellable.
- ☐ The first invoice shall cover the period from date of installation.
- ☐ No lighting included on the billboard.
- ☐ Advertiser is responsible for what is being promoted on the Billboard.
- ☐ International Billboards will notify the advertiser in case of any damages to the vinyl.
- ☐ It is the advertiser's responsibility to replace the vinyl in no more than 15 days after the advertiser is notified.
- ☐ International Billboards is not responsible for any loss or damage to the vinyl due to natural disasters.
- ☐ Vinyl and Installation fee (500⁰⁰) will be charged if vinyl has to be replaced.
- ☐ If vinyl is provided by the advertiser, the Installation fee will be *\$250.00

* Subject to change

International Billboards

Name: Gloria Gracia

Signature: [Signature]

Client

Name: Luis Baran

Signature: [Signature]


**Ahorra
tiempo**

**USA EL LIBRAMIENTO
REYNOSA SUR II**
Entrada a 3 km





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: March 27, 2017

MEETING DATE: April 3, 2017

FROM: David Garza, Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: David Garza

Agenda Item: Consideration and action, if any, on renewing contract with Denali Water Solution for sludge management hauling.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The contract for sludge management will need to be renewed before November 2017. As per the contract the City may renew with Denali Water Solution for sludge hauling for another year as long as the price remain firm.

Financial Consideration: \$581 per load which is 22 cubic yards

Staff Recommendation: Staff recommends approval. Price will remain firm for additional year and Denali has done good work in sludge management for the city.

Alternatives: Do not renew the contract and go out for bids.

ROUTING:

David Garza
Patricia Rigney
Karla Moya
Edward Wylie

Created/Initiated - 03/27/2017
Approved - 03/31/2017
Approved - 03/31/2017
Final Approval - 03/31/2017



3308 Bernice Avenue
Russellville, AR 72802
PO Box 3036 • Russellville, AR 72811
Phone: 479-498-0500

March 27, 2017

David Garza, CWP
Utilities Director
City of Pharr
PO Box 1729
Pharr, TX 78577

Mr. Garza:

In response to your email of Friday, March 24, 2017, Denali Water Services LLC ("Denali") would like to express that it does indeed wish to extend our agreement or Sludge Management Services for an additional one-year term at the current pricing of \$581.00 per load (22 cubic yards each). It is our understanding that the additional term will commence on November 1, 2017, and end on November 1, 2018.

Should you have questions or require additional documentation from Denali, please feel free to contact Jason Golden at (479) 477-1512 or myself at (479) 689-0244.

Respectfully,

A handwritten signature in blue ink that reads "Angela Beerman". The signature is written in a cursive, flowing style.

Angela Beerman
Director, Customer and Contract Management



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: March 28, 2017

MEETING DATE: April 3, 2017

FROM: David Garza, Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action, if any, on renewing supply contract with DPC Industries, INC. for chlorine service.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Per contract the city may renew supply contract with DPC for another year for chlorine service if the price remain firm. DPC is willing to keep the price firm for another year to supply chlorine to the WTP and WWTP.

Financial Consideration: \$737.00 per tons container and \$115.00 per 150 lbs cylinder

Staff Recommendation: Staff recommends approval to extend the contract for additional year with DPC.

Alternatives: Re bid for supply of chlorine service.

ROUTING:

David Garza
Karla Moya
Patricia Rigney
Edward Wylie
Juan Guerra

Created/Initiated - 03/28/2017
Approved - 03/28/2017
Approved - 03/29/2017
Approved - 03/29/2017
New -

DPC Industries Inc.
5245 Sunbelt
Corpus Christi, Texas 78408

March 28, 2017

Attn: David Garza, CWP
Utilities Director
City of Pharr - Public Utilities
P.O. Box 1729
801 E Sam Houston
Pharr, TX 78577

RE: Request to extend Contract 1415-02-582-0027
Supply Contract for Purchase of Chlorine

Mr. Garza:

As stated in the above referenced formal bid and Contract, DPC Industries, Inc. recognizes the City of Pharr's right to exercise a contract renewal/extension contained herein.

Whereas the City of Pharr has expressed desire to exercise this contractual right, DPC Industries, Inc. agrees to this 1 year contract renewal/extension.

DPC Industries, Inc. agrees that this extension shall be on the same terms, conditions, specifications, and pricing as contained in the original Contract/Agreement. It is provided that said Contract/Agreement will be extended for 1 year commencing on October 1, 2017 and expiring on September 30, 2018.

Company: DPC INDUSTRIES, INC.
Agent Name: COOPER DAVIS
Agent Signature: 
Address: 5245 SUNBELT
City: CORPUS CHRISTI State: TX Zip: 78408

Respectfully submitted,

Cooper Davis
RGV - Territory Manager
DPC Industries, Inc.
956 466-7126
cdavis@dxgroup.com



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: March 29, 2017

MEETING DATE: April 3, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks/PAL

DIRECTOR: Roel Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to enter and negotiate a contract with Ruben Escobar of Diseno, Inc. for professional services for the Jose "Pepe" Salinas Memorial Civic Center renovations

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for professional services with Ruben Escobar of Diseño, Inc for the renovation project of the Jose "Pepe" Memorial Civic Center located at 1011 W. Kelly Avenue

Financial Consideration: pending approval

Staff Recommendation: Staff recommends approval

Alternatives: none

ROUTING:

Elva Edmundson
Roel Garza
Edward Wylie
Juan Guerra

Created/Initiated - 03/29/2017
Approved - 03/29/2017
Approved - 03/29/2017
New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a 1 year contract with SmartCom Solution for internet service for the Pharr Memorial Library.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

The City of Pharr Memorial Library has been utilizing the federal E-rate program to provide high speed internet service to library patrons. The E-rate program provides an opportunity for ISPs to submit proposals to the library for high speed internet services on a yearly basis. This year 2 companies submitted proposals for the internet services. The services run from July 1, 2017 to June 30, 2018 as per E-rate funding cycle. After E-rate's approved discount, the library only pays 10% of the monthly cost of service.

	<u>Recurring Cost</u>	<u>TERM</u>	<u>SPEED</u>
SHI International			
(spectrum)	\$2499/month	36 Month term	1 Gbps
(airespring)	\$2333.90/month	36 Month term	1 Gbps
(BCN)	\$3110.00/month	36 Month term	1 Gbps
(Level3 Comm)	\$5633.37/month	36 Month term	1 Gbps
SmartCom	\$1650/ month	12 Month term	1 Gbps

Financial Consideration:**Staff Recommendation:**

Staff recommends approval of the 1-year (12 months) service agreement for high speed (1Gbps) internet services provided to Pharr Memorial Library with Smart Com Telephone, LLC.

Alternatives:

ROUTING:

Adolfo Garcia	Created/Initiated - 03/31/2017
Karla Moya	Approved - 03/31/2017
Patricia Rigney	Approved - 03/31/2017
Edward Wylie	Final Approval - 03/31/2017



SMARTCOMTELEPHONE, LLC.

Wednesday, March 15, 2017

Smartcom Telephone, LLC.
600 Ash Avenue
McAllen, TX 78501
956-687-7070

Adolfo Garcia
Pharr Memorial Library
121 East Cherokee
Pharr, TX 78577

**RE: E-Rate Round 20 Funding Year 17, Form 470 Application Number: 170066876,
2017ISPF0RM470**

Mr. Garcia,

SmartCom Telephone, LLC. is pleased to submit a response to your Form 470 Application Number: 170066876, 2017ISPF0RM470. As we have done in the past, Smartcom will continue to provide excellent service under the E-rate program.

SmartCom has provided pricing for elements of the Form 470 Application Number: 170066876, 2017ISPF0RM470 to include Internet Access Services.

Please feel free to call me if you have any questions. My direct line is 956-213-1274. My fax number is 956-213-1203. You can also e-mail me at rsanchez@smartcomtelephone.com.

Regards,

Robert Sanchez
K-12 Account Specialist



SMARTCOM TELEPHONE, LLC

PHARR MEMORIAL LIBRARY

E-Rate Round 20 Funding Year 17

Form 470 Application Number: 170066876, 2017ISPF0RM470

Allowable Contact Date: Friday, March 17, 2017

Submitted to:

Pharr Memorial Library
Adolfo Garcia
121 East Cherokee
Pharr, TX 78577

Submitted by:

Robert Sanchez
Government and Education Specialist
rsanchez@smartcomtelephone.com
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501
SPIN# 143020929

Thursday, March 16, 2017

Robert Sanchez

rsanchez@smartcomtelephone.com

FCCRN: 0008358285

SPIN# 143020929

Internet Access		Qty	Unit Cost Monthly	Total MTM	Installation One Time Cost	Notes
Internet Access (1Gbps)		1	\$1,650.000	\$1,650.00		Smart Fiber Included Fiber Transport

Plus applicable Tax, regulatory fees and surcharges

Wednesday, March 15, 2017

VENDOR PROFILE:

SmartCom Telephone, LLC has been in business for 16+years. We are a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. Our customer service and billing offices are also located in McAllen, Texas. SmartCom currently employs 29+ staff members eight of them which are assigned to customer services.

SmartCom currently provides services to Public Libraries, School Districts, Cities and other business accounts across the valley. Service offering includes Telephone, Hosted VoIP, High Speed circuits [T-1s, PRI's, DS3s, Smart Fiber Circuits 1Gbps-10Gbps, etc.]) See Smartcom Customer List included in this document.

SmartCom Telephone, LLC is certified by the Texas Public Utility Commission as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**). SmartCom employees staff with over sixteen (16) years of E-rate experience.

Our network is monitored 24-hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. SmartCom services level agreement response time onsite is within four (4) hours. SmartCom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, SmartCom response time is within four (4) hours next business day.

Future Offerings:

SmartCom is in the early deployment stages of a Gigabit Passive Optical Network ("G-PON") in Hidalgo County. In some areas, this will allow for direct fiber service to the business ("FTTB") in some areas. In others, it will support facility fiber to the node service using copper for the last-mile transport. Either method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's "U-Verse" and Verizon's "FIOS" services, neither of which is yet available in the throughout the Valley.

Texas and the Valley have not suffered the effects of the economic recession that have greatly affected the remainder of the country. However, the belt-tightening that has been required by many business and organizations has caused many managers to take a second look at SmartCom when they may not have seriously considered us before. SmartCom offers local service, local management and local ownership. From the entry-level employee to the CEO, all personnel are based right here in the Valley. This gives us a unique perspective on what goods and services the market needs. Further, SmartCom tries always to keep an eye to "what's next" in terms of products and services. Obviously, deployment of new services is directly tied to the return we can achieve on our investment. However, knowing the area and staying on the cutting-edge of technology allows us to be the proverbial "first kid on the block" to offer them.

Wednesday, March 15, 2017

Greetings,

Please allow this letter to serve as an introduction to our company. SmartCom Telephone is a leader in internet, data and telephone services in South Texas. Since we do very little advertising, we jokingly refer to ourselves as the best kept secret in service providers! However, our customers have a tendency to not keep it secret when they tell others of the level of service they are enjoying with us! We think you'll find that we have some very satisfied customers here in South Texas. Some of our clients include:

Rio Grande Valley Municipal Governments:

City of McAllen	Telephone and Internet Access Services (all city departments)
City of Harlingen	Telephone, Internet and Data Services (all city departments)
City of Pharr	Telephone, Internet and Data Services (all city departments)
City of Brownsville	Telephone Services (Public Utilities, Housing Authority)
City of Palmview	Internet Services (all city departments)
City of Alton	Telephone and Internet Services (all city departments)
City of Mission	Internet Services
City of Weslaco	Internet and Data Services (all city departments)
City of Edinburg	Telephone and Internet Services (All City Departments)

Public School Districts & Public Libraries: (E-RATE)

Brownsville ISD	Internet and Data Services (District Wide)
Dustin Michael Sekula Memorial Library	Telephone and Internet Services
Edcouch-Elsa ISD	Telephone, Internet Access and Data Services (District Wide)
Edinburg CISD	Telephone, Internet and Data Services (District Wide)
Hector P. Garcia Memorial Library	Internet Services
Hidalgo ISD	Telephone, Internet and Data Services (District Wide)
Hidalgo Public Library	Telephone and Internet Access Services
Jim Hogg County ISD	Telephone, Internet and Data Services (District Wide)
La Joya ISD	Data Services (District Wide)
Laredo ISD	Internet and Data Services
Laredo United	Internet Access Services
Los Fresnos ISD	Telephone, Internet Access and Data Services
McAllen Public Library	Telephone and Internet Access Services
Mid Valley Academy and Gateway Academy	Internet Access and Data Services
Mission CISD	Telephone, Internet and Data Services (District Wide)
Pharr Memorial Library	Internet Services
Pharr-San Juan-Alamo ISD	Telephone, Internet and Data Services (District Wide)
Port Isabel ISD	Telephone, Internet Access and Data Services (District Wide)
Region One Service Center	Telephone Services
Rio Hondo ISD	Telephone, Internet and Data Services (District Wide)
San Benito ISD	Telephone, Internet and Data Services (District Wide)
Sergeant Fernando De La Rosa Memorial Library	Internet Services
Sharyland ISD	Telephone, Internet and Data Services (District Wide)
South Texas ISD	Telephone, Internet and Data Services (District Wide)
Speer Memorial Library	Internet Services
Valley View ISD	Telephone, Internet and Data Services, Hosted Interconnected VoIP
Vanguard Academy	Telephone Services
Weslaco ISD	Telephone Services
Webb CISD	Telephone, Internet Access and Data Services

Higher Education:	
University of Texas Rio Grande Valley	Telephone and Data Services
Texas A&M	Telephone and Internet Access Services
South Texas College	Data Services
Rio Grande Valley Business Sector:	
AIM Media Texas (The Monitor, Valley Morning Star, Brownsville Herald, Mid-Valley Town Crier, Island Breeze)	Telephone, Internet and Data Services
MedCare EMS	Telephone and Internet Services
Holiday Inn Express (Pharr, South Padre Island, Laredo)	Telephone and Internet Services (varies by location)
Staybridge Suites (McAllen, Brownsville)	Telephone Services
La Copa Hotels (McAllen, Alamo, Mercedes, South Padre Island)	Telephone and Internet Services
La Quinta Hotels (Alamo, South Padre Island)	Telephone and Internet Services

Even with this short list, you can see that we have a wide variety of customers both in size and type. I'll be happy to provide you with contact names and telephone numbers for any or all of these customers. We would love to add your organization to our list of satisfied customers.

If you are an E-Rate-eligible entity, SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**).

Services:

Primary Rate Interface (PRI) – High Capacity Voice Service
SIP Trunking (Voice)
Basic Telephone Services ("POTS")
Long Distance Telephone Services
MPLS Data Transport
Broadband Internet Services Transport (DS1, DS3, Fiber Based 1Gb, 10Gb, 20Gb)
PBX – PBX VoIP – Hosted VoIP – Hosted On Premise VoIP solutions

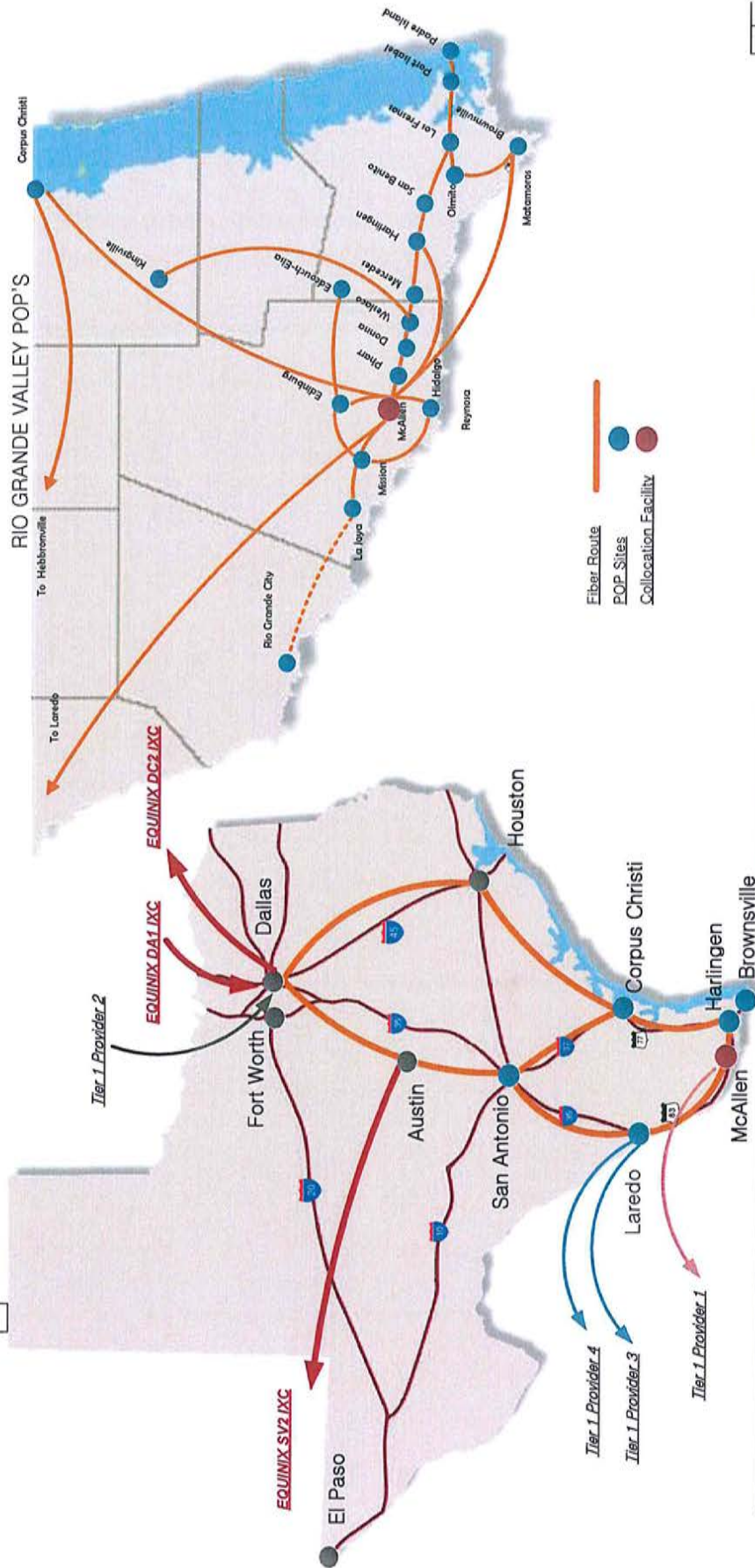
SmartCom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. In addition, we purchase redundant transport from local and other carriers to provide a more cost effective solution to our customers. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by SmartCom.

As you can tell, we get pretty excited when we get to show people what we can do. Moreover, we like showing customers that they actually **do** have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the *Smart* choice. We hope you do to!

Best regards,

Smartcom Telephone, LLC

Carrier-Diverse Internet Routes

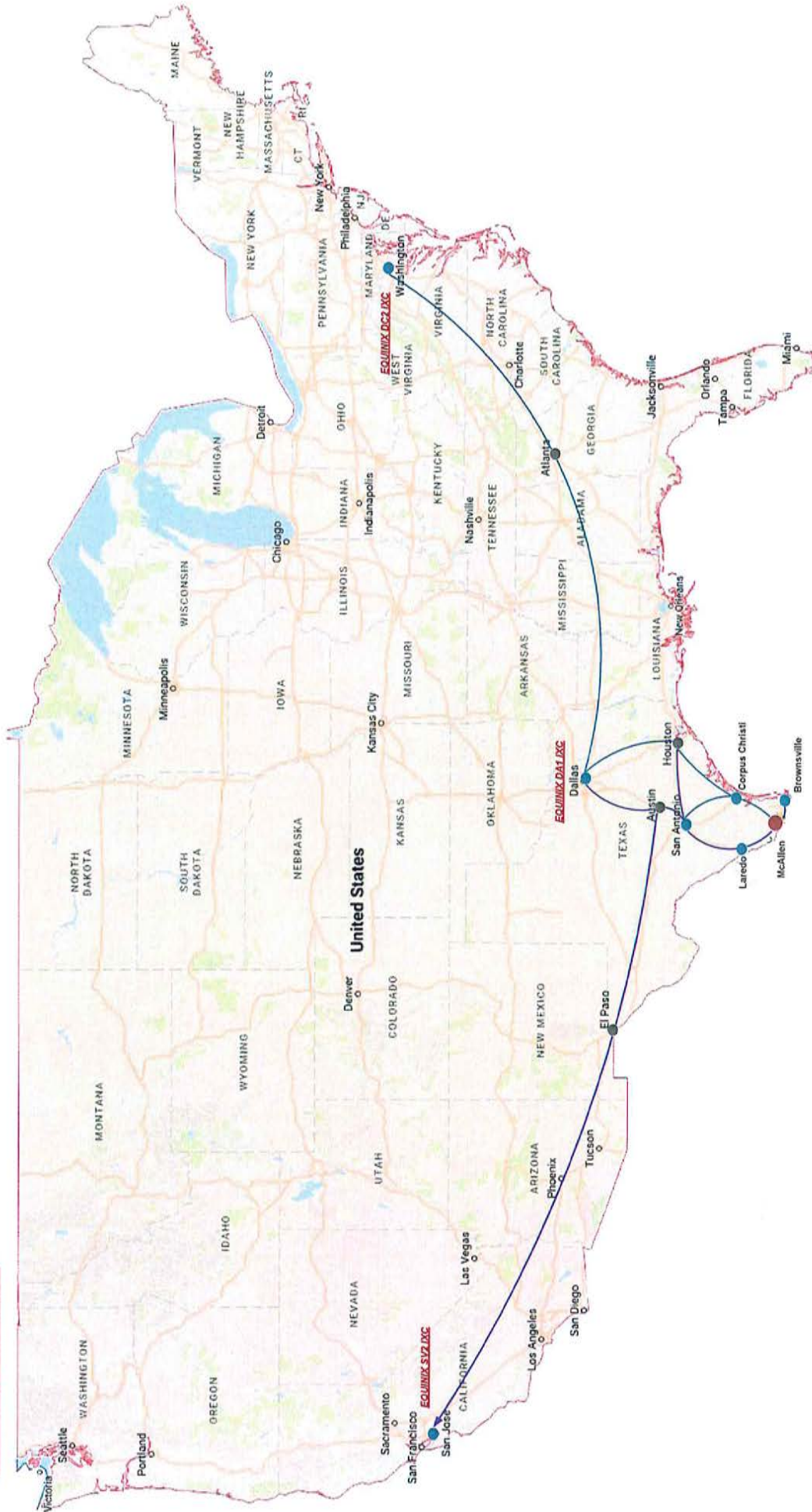


- 24x7 Network Monitoring
- 24x7 Ticketing System and Phone Support
- Quad-homed Tier-1 connections
- Redundant 10 GbE connections

- Redundant Fiber Connectivity scalable to OC-192
- Multi-Redundant Core Routing
- Redundant UPS and redundant diesel generator backup
- Access controlled facility

- Digital video monitoring and recording
- Collocation facilities
- IPv6 Ready Network

SmartCom The SMART choice in Telephone & Data Services



Smartcom Telephone POP/Colocation Sites			
Equinix Silicon Valley SVZ Santa Clara, CA	Equinix Dallas DA1 Dallas, TX	Equinix Washington DC2 Auburn, VA	
Smartcom NOC McAllen, TX	MDC McAllen, TX	Smartcom POP Harlingen, TX	Smartcom POP Laredo, TX
		Smartcom POP Corpus Christi, TX	Smartcom POP San Antonio, TX

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You **DO** have a choice

on who provides you with your telephone service

SMARTCOM TELEPHONE

....make the **SMART** choice

State & Local Government

K-12 Public Sector

Voice & Data - Smartcom Telephone offers plans that include both Voice and Data services. Help your growing organization save money when you combine these services.

PRI Services - Does your organization need more than just a few phone lines and the ability to direct dial a department? Smartcom Telephone can help! We can install PRI(s) for your organization and not only save you money but make calling easier and more efficient! Find out what Smartcom can do for you.

Internet Access & Transport Services- Smartcom Telephone provides Internet Access & transport data plans for the organizations that need more than just telephone lines. With our Internet Access & transport data plans, you can get your organization online at high speed services. Internet Access & Transport services at competitive rates!



Telecommunications	Internet Access & Transport Services	Networking
PRI or SIP Trunking Services	Internet Access	Data Cabling Infrastructure
Basic Telephone Services	Transport to ESC1 for Internet Access	Network Hardware Infrastructure
Long Distance Services	Point to Point T-1	Data Center Infrastructure, Collocation Services
Extended Local Calling	MPLS VPN	Storage - SAN, NAS
PBX - VoIP, Hosted VoIP, Hosted On-Premise VoIP	High Speed Digital Transmission (DS3, OC3, Fiber)	Top of Rack Network Infrastructure



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SLA Dedicated Internet Access (DIA)

A. SERVICE DESCRIPTION:

1. Overview:

DIA service provides customer with high-speed connectivity to the Internet. Customers connect either statically or via BGP sessions from the Customer's Autonomous System ('AS') to SmartCom Telephone's AS border routers using one or more permanent in-house cabling, local access and/or backhaul facilities.

2. Customer Responsibilities:

In instances where SmartCom Telephone is not designated as the Customer's primary DNS provider, the Customer is responsible for

- a) Obtaining and registering their domain names and for installing, configuring and maintaining their primary, secondary, tertiary, etc. Domain Name servers;
- b) If Customer connects via BGP, Customer is responsible for obtaining and maintaining at all times a Local Internet Registry status, as well as IP addresses and at least one (1) Autonomous System ('AS') number from the relevant Regional Internet Registry ('RIR'). In addition, Customer is responsible for ensuring the accuracy of all Customer-related information in the RIR database; ensuring that only registered routes are advertised; and ensuring that an exact match between its registered route objects and its Border Gateway Protocol route advertisements is maintained.
- c) If Customer is colocated, configure and maintain the Customer equipment in the collocation facility or purchase remote hands services from SmartCom Telephone.

3. Connectivity:

The Service's connectivity speeds include the following:

- 1.544 Mbps (DS1)
- 44.746 Mbps (DS-3)
- 10-100 Mbps (Fast Ethernet)
- 100 Mbps (Fast Ethernet)
- 1000 Mbps (Gigabit Ethernet)
- 10000 Mbps (10Gigabit Ethernet)

4. Demarcation Points:

The Service is provided by SmartCom Telephone and presented to the Customer at the Demarcation Points. The Demarcation Points are designated in one of the following configurations:

- a.) at the Digital Distribution Frame (DDF) or Optical Distribution Frame (ODF) positions in the "meet-me rooms" of the relevant IP POP's.
- b.) at the active port of the Local Access provider connection to the SmartCom Telephone Provider Edge (PE) router;
- c.) at the designated SmartCom Telephone PE router port;
- d.) at network side interface of the Customer Edge (CE) router or smart-jack device for Customer Site delivery. The Local Access circuit and any in-house cabling required to connect the smart-jack device to the SmartCom Telephone network at the Customer Site(s) is included in this option. Any in-house cabling required for interconnecting the smart-jack device and the CE router is not part of this option.
- e.) At network side interface of the Customer Edge (CE) L2 switch at the SmartCom Telephone collocation rack (as applicable).

5. Standard Service Features:

1. Available service features include the following:

- a.) Setting up a permanent BGP session between the Customer and SmartCom Telephone border routers;
- b.) Advertising the Customer provided AS Macro(s) or AS number(s) to the global community in accordance with agreed routing policies;
- c.) Assigning and routing SmartCom Telephone IP addresses to Customer;
- d.) Advertising the global Internet routing table to the Customer;
- e.) Provide DNS if requested;
- f.) Permanently passing upstream and downstream traffic resulting from the route advertisements and Customer actions;

2. Optional service features include the following:

- a.) Customer Site delivery implemented by providing a dedicated connection between the Customer Site and the closest SmartCom Telephone IP POP via the facilities of a Local Access provider. The connection terminates at the Customer Edge (CE) router located at the Customer Premises and at the SmartCom Telephone Provider Edge (PE) router or DDF or ODF of the Local Access



provider. Connectivity from this DDF/ODF to SmartCom Telephone's network is included in the service.

- b.) Secondary (or Primary) DNS services provided by SmartCom Telephone to the Customer. This includes acceptance and installation of a DNS configuration from the Customer on one of SmartCom Telephone's DNS servers, as well as responding to queries with respect to IP addresses and domain names that appear in the configuration.

B. SERVICE LEVEL AGREEMENT

1. Application of SLA:

Where a SmartCom Telephone DIA service provides Internet connectivity via the SmartCom Telephone network, the following SLA parameters apply: network availability, latency service level, packet delivery service level. All credits are subject to the exclusions set forth in Section 6.

2. Network Availability

Average Network Service Availability is defined as the percentage of network up time averaged over regional core nodes in a calendar month. Average Network Service Availability is calculated as follows:

$$(\text{Hours in month} - \text{Unscheduled Outage Hours in month}) / \text{Hours in month} \times 100\%$$

The average network availability guarantee is as follows:

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24 hour period	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

3. Latency Service Level

Average Latency is defined as the average round-trip delay for IP traffic between the ingress and egress router ports at SmartCom Telephone regional Gateway nodes over a calendar month.

The Average Packet Delivery Service Level is:

Region	Maximum Average Latency
U.S. (City – City)	<= 65ms
Europe (City – City)	
US – Asia ¹	<=275ms
US - Europe	<=120ms
Europe - Asia ²	<=300ms
Intra-Asia ¹	<=80ms

¹ Hong Kong, Kowloon, Seoul, Singapore, Taipei, Tokyo;

² Includes: Bangkok, Jakarta, Kuala Lumpur, Manila, Seoul, Singapore, Taipei, and Tokyo, but excludes India.

PE=Provider Edge IXP=Internet xChange Point

In the event Smartcom Telephone does not meet the Average Latency Service Level, Customer will be entitled to receive a service credit equal to ten percent (10%) of the monthly recurring charge of the affected port.

4. Packet Delivery Service Level

Average Packet Delivery is defined as the percentage of IP packets that are successfully transported between the SmartCom Telephone ingress and egress

Gateway ports within a region in a calendar month. Average Packet Delivery is measured every five (5) minute interval and averaged on monthly basis.

The Average Packet Delivery Service Level is:

Region	Average Packet Delivery
Intra U.S.	>= 99.99%
Intra Europe	
US – Europe	
US – Asia	
Intra Asia	
Europe – Asia	



In the event Smartcom Telephone does not meet the Average Packet Delivery Service Level, Customer will be entitled to receive a service credit according to the following table:

Average Packet Delivery	Service Credit
< 99.9% and >= 98%	1 Service Credit
< 98% and >= 95%	2 Service Credits
< 95%	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

Maximum Credit: The service credit for failure to meet the Packet Delivery Guarantee in any particular month shall not exceed three (3) Service Credits.

5. Credit Terms

- a) Credit will be granted as provided above only if the service outage is attributed to the SmartCom Telephone Network and is not the result of an event of one of the exclusions set forth in Section 6 below.
- b) A claim for a Service Level Guarantee rebate must be sent in writing to the Company within 15 (Fifteen) days from the date that the event giving rise to the claim for the rebate occurred. When making the claim, the Customer must supply the trouble ticket number opened by the SmartCom Telephone Helpdesk.
- c) The maximum Service Credit amount for any cause in a month shall not exceed the Monthly Recurring Charge for the affected port.
- d) Credit for any given month will be applied within two (2) months from the month in which the credit is accrued.
- e) Credits are calculated after deduction of all discounts and other special pricing considerations on the Monthly Recurring Charges for the affected Customer, excluding third party charge, taxes and other surcharges.
- f) Any claim for a credit must comply with the requirements set in this Service Level Agreement. If the Customer fails to make a claim in accordance with the requirements, the Customer is taken to have unconditionally and irrevocably



waived its right to claim for the rebate; and make any claim against in respect of the Company's failure to meet the Service Level Guarantee.

6. Exclusions

Computation of Service Level parameters and credits listed in Sections 1 to 4 shall exclude the following circumstances:

- (a) Planned service outages or routine maintenance. SmartCom Telephone will provide 72 hours advanced notice prior to conducting any scheduled maintenance.
- (b) Interruptions during any period when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (c) Interruptions during any period when the Customer has not released the Service to SmartCom Telephone for maintenance or for the implementation of a Customer Order.
- (d) Interruptions due to failure of Customer power, Customer Premises Equipment or Customer access circuit provided by Customer or other third parties.
- (e) Interruptions caused by the negligence of the Customer, including the provision of inaccurate information and failure to follow agreed-upon procedures.
- (f) Interruptions not reported to SmartCom Telephone.
- (g) Interruptions occurring prior to Service Date.
- (h) Interruptions due to any Force Majeure event.
- (i) Delay in service implementation due to an incomplete Customer Order.
- (j) Delay in service restoration due to any act of omission by Customer or its Customer or third party suppliers.

C. CHARGES:

Unless otherwise provided, Customer shall be charged on a fixed rate basis as of the date of the Connection Notice. The manner of billing selected will be set forth in each Customer Order. Fixed rate charges for Internet Access Service consists of the following components: (a) a fixed installation charge (nonrecurring) per connection which is payable in advance; and (b) "Flat Rate Billing," fixed monthly recurring charge and, where applicable, (as set forth in an Order Form) (c) "Burstable Billing", usage



based charges which is calculated from the date of the Connection Notice and is payable monthly in arrears.

The minimum interface rate for Burstable Billing option is Fast Ethernet. For Burstable Billing, the Customer contracts for a selected Committed Information Rate and SmartCom Telephone provides Customer the capability to burst up to the layer 3 capacity of the port. The amount of Burstable Bandwidth is derived from the 95th percentile calculation described below. The Burstable Bandwidth Charge described below will be invoiced to the Customer in arrears and is in addition to the Flat Rate Billing for the selected Committed Access Rate.

"Bursting Bandwidth" is calculated as follows (95th Percentile):

Smartcom Telephone polls the routers for Customer ingress and egress usage at five-minute intervals. The higher usage number for each poll is stack ranked. The top 5% of the usage number is discarded. The next highest measurement shall constitute the Bursting Bandwidth.

The "Bursting Bandwidth Charge" = (Bursting Bandwidth – Committed Access Rate)
* (Burstable Bandwidth price per Megabit)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-169301

Date Filed:
02/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Smartcom Telephone, LLC.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Pharr Memorial Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Form 470 #170066876
E-Rate Round 20 FY17 Category 1 Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Charles	McAllen, TX United States	X	
	Yoder, Dwight	McAllen, TX United States	X	
	Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

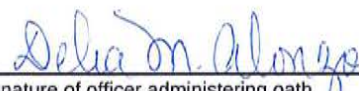




Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alan Yoder, this the 15th day of March, 2017, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Delia M. Alonzo

Printed name of officer administering oath

Notary

Title of officer administering oath

References Attachment:

School District	Contact Person	Phone Number	Address	E-Mail Address
Dustin Michael Sekula Memorial Library	Leticia Leija, Library Director	956-383-6246	1906 S Closner Blvd, Edinburg, TX 78539	Letty@edinburg.lib.tx.us
Hector P. Garcia Memorial Library	Marisol Vidales, Library Director	956-565-2371	434 S Ohio St., Mercedes, TX 78570	mvidales@cityofmercedes.com
Sergeant Fernando de la Rosa Memorial Library	Laura Solis, Library Director	956-787-6160	416 N Tower Rd. Alamo, TX 78516	lsolis@alamotexas.org

Proposal: Form 470 Application Number: 170066876, 2017ISPFORM470

Company: Smartcom Telephone, LLC.

Records / FCC Forms 470

2017ISPF0RM470 - #170066876[Follow](#)

Please note: The following fields pull the most current data from the Contact User Profile and Applicant Entity Profile: Recipient(s) of Service, Contact Name, and Contact Phone Number. If you would like to review this FCC Form 470 with the data that was present upon certification, please navigate to the Generated Documents related dashboard on the left-hand side and click the Original Version document link.

Application Information

Nickname	2017ISPF0RM470	Created Date	2/17/2017 3:38 PM CST
Application Number	170066876	Created By	adolfo@pharr.lib.tx.us
Funding Year	2017	Certified Date	2/17/2017 4:11 PM CST
Status	Certified	Certified By	adolfo@pharr.lib.tx.us
Allowable Contract Date	3/17/2017	Last Modified Date	2/17/2017 4:11 PM CST
		Last Modified By	adolfo@pharr.lib.tx.us

Billed Entity Information

Name	PHARR MEMORIAL LIBRARY	Billed Entity Number (BEN)	141668
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Application Type and Recipients of Service

Applicant Type	Library	Number of Eligible Entities	1
Recipient(s) of Service	☒ Public Library ☒ Main Branch		

Contact Information

Name	Adolfo Garcia	Phone Number	956-787-3966
Email	adolfo@pharr.lib.tx.us		

Services Requested**Category 1: Internet Access and/or Telecommunications**

Type	Function	Number Entities	Quantity	Unit	Min Capacity	Max Capacity	Installation and Initial Configuration?	Maintenance Indicator	Associated RFP
Internet Access and/or Telecommunications	Internet Access: ISP Service Only	1			1 Gbps	1 Gbps	No	No	

Category One Narrative

High Speed Fiber Internet Access 1 Gbps

There are no Services Requested For Category 2

Technical Contact Information

A technical contact has not been indicated

State or Local Procurement Requirements

Select vendor from at least 3 quotes. Must submit quotes via email.

**Form 470 Application Number: 170066876, 2017ISPFORM470
PROPOSAL ACCEPTANCE AND AGREEMENT**

THIS AGREEMENT is entered into by and between Pharr Memorial Library ("customer") address at 121 East Cherokee, Pharr, Texas 78577 and Smartcom Telephone, LLC. ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Internet Access Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Internet Access Services as listed under Services below:

Services	Location Name	Address	Total Monthly
Internet Access 1Gbps	Pharr Memorial Library	121 East Cherokee, Pharr, Texas 78577	\$1650.00
<i>Plus applicable regulatory fees and surcharges</i>			

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on July 1, 2017 through June 30, 2018 with a voluntary extension for two (2) additional twelve (12) month terms, unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

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

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

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

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

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

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop.

Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

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

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

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

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

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

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

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

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or

funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

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

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

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

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

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

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

EXECUTED this ____ day of _____, 20__

Customer Signature

Printed Name

121 East Cherokee

Billing Address

Pharr

City

TX

State

78577

Zip Code

Billing Telephone Number

Smartcom Telephone, LLC. Signature

Alan Yoder

Printed Name

600 Ash Avenue

Address

McAllen

City

TX

State

78501

Zip Code

956-687-7070

Telephone

**PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON _____ ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING**

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and Pharr Memorial Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472:

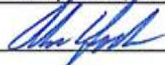
Customer agrees to submit to SMARTCOM complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. SMARTCOM cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, SMARTCOM will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

☐ Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer: Pharr Memorial Library	Smartcom Telephone, LLC. ("SMARTCOM")
Signature:	Signature: 
Print Name:	Print Name: Alan Yoder
Title:	Title: President
Date:	Date: 03/15/2017



Response to

Pharr Memorial Library

Connectivity Proposal

All pricing included herein is budgetary until the provider accepts a signed contract from the customer and/or a site survey is completed to verify services. Pricing is only valid for 30 days after the date the estimate was created.

Presented by: Andrew Baicher
SHI International Corp
888.764.8888 x 5648538



March 17, 2017
Pharr Memorial Library
Pharr Memorial Library
454 East Cherokee Ave, Pharr, TX 78577

Dear Pharr Memorial Library,

Thank you for your interest in SHI and for the opportunity to bid on Pharr Memorial Library's request for connectivity. SHI is uniquely positioned to be your cost efficient, full service supplier.

SHI provides the highest level of customer support and service to all of our clients. Under our Quality Management System, Pharr Memorial Library is assured that our solution delivers the services that you need when you need them. SHI has a proven record of success with clients of SMB and Enterprise verticals across the nation. Leveraging our broad range of carriers and manufacturer relationships, SHI's field prominence enables us the ability to support all requirements contained in this proposal and offer an all encompassing service package.

SHI has partnerships in place with all the major network carriers and communications providers. We have the most competitive rates in the industry for these services with the expertise and experience to provide a comprehensive solution. Our team of Connectivity Specialists are dedicated to supporting your Telecom needs. We have included bids within this proposal from the providers best suited to your unique business requirements.

If you require additional information or have any questions regarding our proposal, please contact me at 888.764.8888 x 5648538. Thank you in advance for your consideration and I look forward to hearing from you."

Sincerely,

Andrew Baicher
SHI International Corp



Who We Are

- ▶ \$6 billion+ in annual revenue
- ▶ #1 in annual customer retention rate
- ▶ Global providers of industry-leading software, hardware and custom IT solutions
- ▶ Over 200 state, consortia and WSCA contracts across 48 states for software, hardware and services
- ▶ 3,500+ employee accross 30+ offices in the U.S., Canada, U.K., France and Hong Kong
- ▶ Largest Minority and Woman-owned Business Enterprise (MWBE) in US

Where You'll Find Us



What We Offer

Solutions and Support for Procurement

- ▶ Customized catalog containing over 200,000 IT products
- ▶ Specialization in hard-to-source software and hardware items
- ▶ Procurement outsourcing and contract management
- ▶ Unrivald software volume licensing expertise and support
- ▶ An integrated e-commerce portal

Solutions and Support for IT

- ▶ Real-time information on products and purchasing programs
- ▶ Professional services supporting the complete technology lifecycle
- ▶ Pre- and post-sales technical consultation and support with dedicated account support

Significant and Measurable Cost Savings

- ▶ Lowest operational overhead in the industry
- ▶ Fastest turnaround from PO to loading dock
- ▶ Reports tracking true cost-savings/cost-avoidance
- ▶ Price modeling and program management



Pharr Memorial Library

Supplier	Bandwith/ Product	MRC	NRC	Term
 Spectrum BUSINESS	1G DIA	\$2,499.00	\$250.00	3 year
 airespring® Cloud, Fully Managed and Connected	1G DIA	\$2,333.90	\$0.00	3 year
 BCN Voice · Data · Cloud · Wireless	1G DIA	\$3,110.00	\$0.00	3 year
 Level(3) COMMUNICATIONS	1G DIA	\$5,663.37	\$0.00	3 year

All pricing included herein is budgetary until the provider accepts a signed contract from the customer and/or a site survey is completed to verify services.
Pricing is only valid for 30 days after the date the estimate was created.

FIBER INTERNET ACCESS (FIA)						
Speed	1 Year	2 Year	3 Year	4 Year	5 year	7 year
25 Mbps	\$480	\$440	\$399	\$380	\$360	\$360
50 Mbps	\$720	\$660	\$599	\$570	\$515	\$515
100 Mbps	\$1,080	\$990	\$899	\$855	\$770	\$770
200 Mbps	\$1,560	\$1,430	\$1,299	\$1,235	\$1,110	\$1,110
500 Mbps	\$2,400	\$2,200	\$1,999	\$1,900	\$1,710	\$1,710
1 Gbps	\$3,000	\$2,750	\$2,499	\$2,375	\$2,140	\$2,140
2 Gbps	\$4,860	\$4,455	\$4,050	\$3,850	\$3,465	\$3,465
5 Gbps	\$8,550	\$7,840	\$7,125	\$6,770	\$6,095	\$6,095
10 Gbps	\$11,250	\$10,315	\$9,375	\$8,905	\$8,015	\$8,015
NRC	\$250					

FIA STATIC IP	MRC
1 Static IP	\$20
5 Static IP	\$35
13 Static IP	\$50
29 Static IP	\$80
61 Static IP	\$100
125 Static IP	\$150
253 Static IP	\$200
>253 Static IP	ICB
IP Justification Form Required for Block of 13 IPs (/28) and above	

*Initial 1 IP (/30) or 5 IP (/29) included at no charge



Internet (No Cloud or Voice)

Pharr - 454 E Cherokee St, Pharr TX 78577 956-283 (001)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	FREE	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	FREE	\$0.00	FREE	\$0.00
Subtotal				\$0.00	\$0.00

Qty	Connectivity 3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 1000 Mb/s - Loop	\$808.90	\$0.00
1	Gig Ethernet - 1000 Mb/s - Port	\$1,485.00	\$0.00
1	Fully Managed Router/Gateway - CISCO 4948	\$40.00	\$0.00
Location Total		\$2,333.90	\$0.00

Total For All Locations

Monthly Fee: \$2,333.90

One-Time Fee: \$0.00

All orders are subject to engineering, pricing and facilities verification.



Address	Service	Bandwidth	MRC	NRC	Notes/ Product Features
454 East Cherokee Ave, Pharr, TX 78577	DIA	1G	\$ 3,110.00	\$ -	Dedicated Internet Connection
	Router		\$ 30.00	\$ -	Optional Router rental
					Static IP's included



Address	Service	Bandwidth	MRC	NRC	Notes/ Product Features
454 East Cherokee Ave, Pharr, TX 78577	DIA	1G	\$ 5,141.30	\$ -	Dedicated Internet Connection
	Router		\$ 522.07	\$ -	Router rental
					Static IP's included



Questions

It's easy! Please reach out to your SHI rep and they will engage the proper resources.

Pharr Memorial Library

1. Contact your SHI rep and let them know you're ready to order
2. Please supply your rep with
 - A. Your address for service
 - B. Billing address (if different than service address)
 - C. Contact name, phone number, email to list on contract form
 - D. Technical contact name, phone number, email to list on contract form
3. Your SHI rep will prepare the contract forms for signature with the service provider(s) and let you know if any additional information is needed
4. Return the signed forms to SHI and your services will be activated by the service providers you've contracted with. An account representative from the service provider will be assigned to your company.

** Some carriers require your Federal Tax ID initially, other carriers will ask for a credit app; we will help you complete the required documentation.*



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: March 30, 2017

MEETING DATE: April 3, 2017

FROM: David Garza, Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: David Garza

Agenda Item: Consideration and action, if any, on addendum to S&GE contract for water transmission line project to include inspection services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Request for inspections services from S&GE, due to previous city inspector has been assigned to other duties

Financial Consideration: \$77,930.00. TWDB DWSRF Loan and Grant

Staff Recommendation: Staff recommends approval.

Alternatives: NA

ROUTING:

David Garza

Created/Initiated - 03/30/2017

Patricia Rigney

Approved - 03/31/2017

City Management Office

Final Approval - 03/31/2017

City of Pharr
City of Pharr Water Transmission Main

Scope of Work

Project Description

This project consists of construction of approximately 8,617 L.F. of 20-inch, 6,323 L.F. of 16-inch, 4,793 L.F. of 12-inch Water Transmission Main. The Water Transmission Main will connect at two existing Elevated Storage Tanks. The project includes several tunnel crossings at TxDOT right-of-ways and Union Pacific Rail Road right-of-way. Streets will be milled and overlaid and proposed asphalt paving will be required for Cypress Street from F.M. 495 to Warren Street for a fully re-constructed street section.

This project is currently under construction and it is expected that construction will be completed in September 2017, approximately 6-months remain.

This proposal is limited to field inspection services by S&GE, LLC (S&GE). Our role is limited to assisting with field inspection services to ensure conformance with the Contract Documents. Services during Construction (SDC) which consist of shop drawing review, responding to RFIs, change order administration, conducting monthly progress meetings will be provided under a separate agreement. The following ENGINEER's Scope of Services details the various activities anticipated during the construction period.

Field Inspection Services

Shop Drawing Review/ Request for Information (RFI)/Change Orders

This work is being provided under a separate agreement. However, the Field Inspector will be required to coordinate and use approved shop drawings to ensure conformance w/ Contract Documents. Inspector will also be involved with any RFI and Change Orders.

Contractor Pay Estimates

S&GE field inspector will review pay estimate in the field with the Contractor and Owner to provide input and recommendation pertaining to percent complete status.

Close Out

S&GE will assist with close out of the project. This would include review of the record drawings and secure all necessary closeout documents. We would also check spare parts and ensure that all our project documents are delivered to Owner.

Field Inspection

Provide daily observation of construction activities to ensure general compliance with the construction documents.

Observations are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned in this AGREEMENT and the

Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such observations, we will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and we will keep the OWNER informed of the progress of the Work.

The purpose of the visits to the Site will be to enable us to better carry out the duties and responsibilities assigned to and undertaken by S&GE during the Construction Phase, and, in addition, by the exercise of our efforts as an experienced and qualified professional, to provide for OWNER'S greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. We shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall we have authority over or responsibility for the means, methods, techniques, sequence, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, we neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

The inspector will require support of an office administrator from our office to assist with coordination, field inspector reports, and communication.

We anticipate field observation to consist of 12-hrs/week for the duration of the remaining project (26-weeks).

Assumptions

1. Working hours are estimated at 8-hours/day and will be limited to weekdays. No weekend or holiday work will be required.
2. Our role is limited to ensuring that the Contractor adheres to the Contract Documents, and conformance to the Plans and Specifications. Any design related questions must be answered via the standard RFI protocol process.
3. S&GE or our agents will be responsible for job safety.
4. Any work related to address construction claims, unforeseen subsurface conditions or additional construction requests by the Contractor or OWNER is considered outside our scope of services.
5. Any litigation or mediation assistance will constitute an additional service.

Compensation

Basic Field Inspection Services shall be provided on a lump sum basis. Our proposal is based on a 36-week schedule (6-months). Inspection will consist of three (3) four (4)

hours visits per week (12-hrs/Week) as well as expenses and office support services for our inspector. Inspections will be completed by either a PE or EIT. S&GE will be entitled to additional compensation if schedule extends beyond 36-weeks. Monthly observation reports will be provided.

Budget allocated for this service is \$77,930.00.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: March 30, 2017

MEETING DATE: April 3, 2017

FROM: David Garza, Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: David Garza

Agenda Item: Consideration and action, if any, on addendum to S&GE contract for El Dora Water Tower project to include inspection services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The current field inspector is understaffed and in need of assistance. Staff is recommending an additional inspector in next year's budget. El Dora water tower project will need to have an inspector.

Financial Consideration: \$97,050. TWDB DWSRF Loan and Grant funds

Staff Recommendation: Staff recommends approval

Alternatives: na

ROUTING:

David Garza
Patricia Rigney
City Management Office

Created/Initiated - 03/30/2017
Approved - 03/31/2017
Final Approval - 03/31/2017

City of Pharr
City of Pharr Water Eldora EST

Scope of Work

Project Description

This project consists of construction of a 1.0 Million Gallon (MG) composite elevated storage tank with installation of 12-inch water line (approximately 320 L.F.). An asphalt pavement driveway and parking lot will be constructed (approximately 1,456 S.Y.), with installation of a 24" RCP Drainage System Infrastructure (approximately 458 L.F.) and concrete sidewalk (approximately 696 S.F.).

This project is currently under construction and it is expected that construction will be completed in September 2017, approximately 6-months remain.

This proposal is limited to field inspection services by S&GE, LLC (S&GE). Our role is limited to assisting with field inspection services to ensure conformance with the Contract Documents. Services during Construction (SDC) which consist of shop drawing review, responding to RFIs, change order administration, conducting monthly progress meetings will be provided under a separate agreement. The following ENGINEER's Scope of Services details the various activities anticipated during the construction period.

Field Inspection Services

Shop Drawing Review/ Request for Information (RFI)/Change Orders

This work is being provided under a separate agreement. However, the Field Inspector will be required to coordinate and use approved shop drawings to ensure conformance w/ Contract Documents. Inspector will also be involved with any RFI and Change Orders.

Contractor Pay Estimates

S&GE field inspector will review pay estimate in the field with the Contractor and Owner to provide input and recommendation pertaining to percent complete status.

Close Out

S&GE will assist with close out of the project. This would include review of the record drawings and secure all necessary closeout documents. We would also check spare parts and ensure that all our project documents are delivered to Owner.

Field Inspection

Provide daily observation of construction activities to ensure general compliance with the construction documents.

Observations are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned in this AGREEMENT and the

Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such observations, we will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and we will keep the OWNER informed of the progress of the Work.

The purpose of the visits to the Site will be to enable us to better carry out the duties and responsibilities assigned to and undertaken by S&GE during the Construction Phase, and, in addition, by the exercise of our efforts as an experienced and qualified professional, to provide for OWNER'S greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. We shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall we have authority over or responsibility for the means, methods, techniques, sequence, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, we neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

The inspector will require support of an office administrator from our office to assist with coordination, field inspector reports, and communication.

We anticipate field observation to consist of 12-hrs/week for the duration of the remaining project (26-weeks).

Assumptions

1. Working hours are estimated at 8-hours/day and will be limited to weekdays. No weekend or holiday work will be required.
2. Our role is limited to ensuring that the Contractor adheres to the Contract Documents, and conformance to the Plans and Specifications. Any design related questions must be answered via the standard RFI protocol process.
3. S&GE or our agents will be responsible for job safety.
4. Any work related to address construction claims, unforeseen subsurface conditions or additional construction requests by the Contractor or OWNER is considered outside our scope of services.
5. Any litigation or mediation assistance will constitute an additional service.

Compensation

Basic Field Inspection Services shall be provided on a lump sum basis. Our proposal is based on a 52-week schedule. Inspection will consist of three (3) four (4) hours visits per

week (12-hrs/Week) as well as expenses and office support services for our inspector. Inspections will be completed by either a PE or EIT. S&GE will be entitled to additional compensation if schedule extends beyond 52-weeks.

Budget allocated for this service is \$97,050.00



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.H.

DATE SUBMITTED: March 30, 2017

MEETING DATE: April 3, 2017

FROM: David Garza, Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: David Garza

Agenda Item: Consideration and action, if any, on addendum to S&GE contract for Lift Station 25 and Force main project to include inspection services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to city inspector having too many projects and in need of an additional inspector; LS25 & FM project needs to have an inspector

Financial Consideration: \$33,500

Staff Recommendation: Staff recommends approval.

Alternatives: na

ROUTING:

David Garza

Patricia Rigney

City Management Office

Created/Initiated - 03/30/2017

Approved - 03/31/2017

Final Approval - 03/31/2017

City of Pharr
City of Pharr Lift Station 25

Scope of Work

Project Description

The City of Pharr (City) Lift Station 25 project consists of the removal and replacement of an existing Lift Station and associated Force Main. Work related to the Force Main is completed and only work pending is construction of the Lift Station. The facility includes the following:

Install and maintain temporary erosion control devices. LS 25 site preparation including location of above and below grade utilities and demolition of facilities as noted on the Drawings. The sanitary sewer collection system must remain in continuous operation for the duration of this project. The project work area is constricted and the construction sequence must be carefully coordinated to allow the existing sanitary sewer and lift station to be demolished/abandoned as shown in the plans.

New LS 25 Construction:

- *Construct the concrete wet well by open cut or caisson method,*
- *Construct the discharge pipe slab, miscellaneous (odor control, electrical panel, & generator) concrete pad(s), and associated piping/conduits.*
- *Install the gravity main to the new wet well.*
- *Install three (3) submersible centrifugal non-clog pumps and appurtenances.*
- *Install the discharge piping manifold and force main to beyond the limits of the lift station site.*
- *Install electrical system power, monitoring and control, and area lighting improvements.*
- *Complete the site grading, fencing and pavement improvements.*
- *Install new access road to LS 25 Site.*

This proposal is limited to field inspection services by S&GE, LLC (S&GE). Our role is limited to assisting with field inspection services to ensure conformance with the Contract Documents. Services during Construction (SDC) which consist of shop drawing review, responding to RFIs, change order administration, conducting monthly progress meetings will be provided by under a separate agreement. The following ENGINEER's Scope of Services details the various activities anticipated during the construction period.

Field Inspection Services

Shop Drawing Review/ Request for Information (RFI)/Change Orders

This work is being provided under a separate agreement. However, the Field Inspector will be required to coordinate and use approved shop drawings to ensure conformance w/ Contract Documents. Inspector will also be involved with any RFI and Change Orders.

Contractor Pay Estimates

S&GE field inspector will review pay estimate in the field with the Contractor and Owner to provide input and recommendation pertaining to percent complete status.

Close Out

SN G will assist with close out of the project. This would include review of the record drawings and secure all necessary closeout documents. We would also check spare parts and ensure that all our project documents are delivered to Owner.

Field Inspection

Provide daily observation of construction activities to ensure general compliance with the construction documents.

Observations are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned in this AGREEMENT and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such observations, we will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and we will keep the OWNER informed of the progress of the Work.

The purpose of the visits to the Site will be to enable us to better carry out the duties and responsibilities assigned to and undertaken by S&GE during the Construction Phase, and, in addition, by the exercise of our efforts as an experienced and qualified professional, to provide for OWNER'S greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. We shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall we have authority over or responsibility for the means, methods, techniques, sequence, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, we neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

The inspector will require support of an office administrator from our office to assist

with coordination, field inspector reports, and communication.

We anticipate field observation to consist of 12-hrs/week for the duration of the remaining project (26-weeks).

Assumptions

1. Working hours are estimated at 8-hours/day and will be limited to weekdays. No weekend or holiday work will be required.
2. Our role is limited to ensuring that the Contractor adheres to the Contract Documents, and conformance to the Plans and Specifications. Any design related questions must be answered via the standard RFI protocol process.
3. S&GE or our agents will be responsible for job safety.
4. Any work related to address construction claims, unforeseen subsurface conditions or additional construction requests by the Contractor or OWNER is considered outside our scope of services.
5. Any litigation or mediation assistance will constitute an additional service.

Compensation

Basic Field Inspection Services shall be provided on a lump sum basis. Our proposal is based on a 36-week schedule (8-months). Inspection will consist of field visits of approximately 10-hrs/Week as well as expenses and office support services for our inspector. Inspections will be completed by either a PE or EIT. S&GE will be entitled to additional compensation if schedule extends beyond 36-weeks. Monthly observation reports will be provided.

Budget allocated for this service is \$33,500.00.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.I.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Ruben Alfaro, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Melanie Cano, Roy Garcia

Agenda Item: Consideration and action, if any, on approval of Change Order Number 1 for the Downtown Street Light Improvements Project. Bid No. 1617-01-528-0014

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Change Order #1 is for material to be provided by the city according to contract.

Financial Consideration: Change Order #1 increases the contract amount from 167,900.00 to 181,050.00.

Staff Recommendation: Staff recommends approval of Change Order #1 to add 13,150.00 to the contract.

Alternatives:

ROUTING:

Ruben Alfaro
Melanie Cano
Karla Moya
Edward Wylie

Created/Initiated - 03/31/2017
Approved - 03/31/2017
Approved - 03/31/2017
Final Approval - 03/31/2017



CHANGE DIRECTIVE

Contractor: OCL Enterprises, LLC

Change Directive No.: 1

Project: Re-Bid of Downtown Street Light Improvements

Change Directive Amount: \$30,000.00

Date: 3/29/2017

Bid No.: 1617-01-528-0014

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

Provide the following materials to be paid under Bid Item No. 2 Contingency.

Item No.	Description	Unit	Unit Price	Quantity	Total
1	1" Conduit	LF	\$1.00	8,000	\$8,000.00
2	4c#8wg Multi-conductor wire	LF	\$2.00	16,000	\$32,000.00
3	Exterior weather resistant outlets	EA	\$45.00	70	\$3,150.00
	Change Order #1				-\$13,150.00
				Change Directive Total	\$30,000.00

Reason for Change Directive:

City was to provide the materials to the contractor according to contract.

Contract Price

Original Betterment Allowance:	\$30,000.00
Previous Change Directive(s): (+/-)	\$0.00
This Change Directive: (+/-)	(\$30,000.00)
Remaining Betterment Allowance:	\$0.00

Contract Time(Calendar Days)

Original Completion Date:	31-Jul-17
Additional Days:	0
Revised Completion Date:	31-Jul-17

Accepted:

Osriel Garcia

Contractor

Recommended:

ISRAEL POSADAS, P.E.

Project Engineer

E. W.

Assistant City Manager

[Signature]

Authorized Signature

[Signature]

Authorized Signature

E. W.

Authorized Signature



CHANGE ORDER

Contractor: OCL Enterprises, LLC

Change Order No.: 1

Project: Re-Bid of Downtown Street Light Improvements

Date: 3/29/2017

Notice to Proceed Date: 4/4/2017

Change Order Amount: \$13,150

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

Provide the following materials to complete the project.

Item No.	Description	Unit	Unit Price	Quantity	Total
1	1" Conduit	LF	\$1.00	8,000	\$8,000.00
2	4c#8wg Multi-conductor wire	LF	\$2.00	16,000	\$32,000.00
3	Exterior weather resistant outlets	EA	\$45.00	70	\$3,150.00
	Change Directive #1	LS			-\$30,000.00
Change Order Total					\$13,150.00

Reason for Change Order:

City was to provide the materials to the contractor according to contract.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 167,900.00	Original Completion Date: 31-Jul-17
Previous Change Order: (+/-)	\$ -	Additional Days: 0
This Change Order: (+/-)	\$ 13,150.00	Revised Completion Date: 31-Jul-17
Revised Contract Amount:	\$ 181,050.00	

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

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

Accepted:

Oscar Garcia

Contractor

Recommended:

Israel Posadas

Project Engineer

Ed. Wyle

Assistant City Manager

[Signature]

Authorized Signature

[Signature]

Authorized Signature

[Signature]

Authorized Signature

3/31/17

Date

3/31/17.

Date

3-31-17

Date

Approved:

Juan Guerra

City Manager

[Signature]

Authorized Signature

[Signature]

Date

CHANGE ORDER

Project: PHARR – Downtown Lighting Improvements

Bid No. 1617-01-528-0014

Change Order No.: 1

Date: March 29, 2017

Contractor: OCL Enterprises, LLC
7009 Avenida Del Paseo
Mission, Texas 78572

You are directed to make the following changes to the Contract (include quantities, units, change in completion schedule, etc.) as outlined below:

Description: Changes to reflect cost additions and deletions and scope modifications as shown on attachment.

Note: Please see attachment.

The Original Contract Sum was	\$ 167,900.00
Net Changes by Previously Authorized Change Orders	\$ 0.00
The Contract Sum Prior to this Change Order was	\$ 167,900.00
The Contract Sum will be Increased/Decreased by this Amount	\$ 13,150.00
The New Contract Sum Including this Change Order	\$ 181,050.00
The Contract Time will be increased by <u>0</u> days	
Date of Substantial Completion <u>July 31, 2017</u>	

Note: Total Change Orders shall not exceed 25% of Purchase Order/Contract amount.

SDI Engineering, LLC
Engineer (Firm Name)

5602 E. Iowa Rd.

Edinburg, Tx. 78542
ADDRESS


BY (Signature)

Israel Posadas, P.E.
(Typed Name)

3-29-17
DATE

OCL Enterprises, LLC
CONTRACTOR

7009 Avenida Del Paseo

Mission, Texas 78572
ADDRESS


BY (Signature)

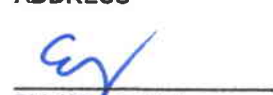
Ociel Garcia
(Typed Name)

3/29/17
DATE

City of Pharr
OWNER

411 N. 8th St.

Pharr, Tx. 78577
ADDRESS


BY (Signature)

Edward Wylie
(Typed Name)

3-29-17
DATE

BREAKDOWN OF CHANGES

CHANGE DIRECTIVE NO. 1

Material Not in Warehouse

8,000	LF	1" Conduit	\$ 1.00	\$ 8,000.00
16,000	LF	4c #6wg Multi-Conductor Wire	\$ 2.00	\$32,000.00

Replace Outlets with Weather Resistant Outlets

70	EA	Code Compliant Exterior Weather Resistant Outlets	\$ 45.00	\$3,150.00
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TOTAL	43,150.00
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CONTINGENCY	<u>-\$30,000.00</u>
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NET CONTRACT CHANGES	\$ 13,150.00
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OCL Enterprises, LLC
7009 Avenida Del Paseo
Mission TX 78572

Change Order Request

Change Order No: 1

To: City of Pharr - Public Works
SDI Engineering

Project Name: Downtown Street Light Improvements

Project Number: (Bid No. 1617-01-528-0014)

In reference to the above contract, we are hereby requesting a change order and Change Order that includes, but not limited to alterations, deviations, addition to, or deletions from, the contract which is required for the proper completion of work. These prices are based on the ones quoted on the bid as shown on the attached sheet:

Description of Proposed Changes:

A. Material which Pharr did not have in their warehouse:

- | | |
|--|-------------|
| 1. 8,000 lf of 1" conduit at \$1.00 per lf | \$ 8,000.00 |
| 2. 16,000 lf of 4c#8wg multi-conductor wire at \$2.00 lf | \$32,000.00 |

B. Outlets supplied by City are not "exterior and weather resistant" and need to be.

- | | |
|--|-------------|
| 3. 70 code compliant exterior weather resistant outlets at \$45.00 ea. | \$ 3,150.00 |
|--|-------------|

TOTAL \$43,150.00

CHANGE DIRECTIVE #1 CONTRACT CONTINGENCY - \$30,000.00

NET CHANGE TO CONTRACT \$13,150.00

The time for completion shall remain based on acceptance of this Change Order. The adjustment, if any, to this agreement shall constitute a full and final settlement of any and all claims arising out or related to the change set forth therein, including claims for impact and delay costs.

Your acceptance is this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in the contract.

Accepted

By [Signature]
Contractor

Date: 3/29/17

By _____
Owner

Date: _____

By [Signature]
Subcontract Engineer

Date: 3/29/17

MATERIALS PRICING

Title: City of Pharr - Rebid Downtown Street Light Improvements

Bid No.: 1617-01-528-0014

Date Opened: 01/18/2017 4:00 p.m.

ITEM	QTY		DESCRIPTION OF GOODS OR SERVICES	OCL Enterprises Mission, Texas		
				Materials	Labor	TOTAL
			<i>Contractors Cost per Item</i>			
1	1	EA	Decorative concrete fluted poles	\$850.00	\$450.00	\$1,300.00
2	1	EA	Grand Villa (175 Watt) metal/halide fixtures	\$350.00	\$125.00	\$475.00
3	1	EA	175 Watt metal/halide lamps	\$30.00	\$15.00	\$45.00
4	1	EA	Photo Controls	\$30.00	\$15.00	\$45.00
5	1	EA	110 V. Outlets	\$35.00	\$10.00	\$45.00
6	1	LF	1" Conduit	\$1.00	\$3.00	\$4.00
7	1	LF	2" Conduit	\$2.00	\$3.00	\$5.00
8	1	LF	#3 THHN Wire	\$1.00	\$1.00	\$2.00
9	1	LF	#8 THHN Wire	\$1.00	\$1.00	\$2.00
10	1	LF	#10 THHN Wire	\$1.00	\$1.00	\$2.00
11	1	EA	Electrical Panelboard	\$250.00	\$250.00	\$500.00
12	1	EA	Electrical Meter Base/Socket	\$350.00	\$250.00	\$600.00



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: March 31, 2017

MEETING DATE: April 3, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation, Discussion and Action, if any, on Condemnation Proceeding CCD-0405-A, City of Pharr v. SCI Texas Funeral Services.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney

Edward Wylie

Created/Initiated - 03/31/2017

Final Approval - 03/31/2017