

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
WEDNESDAY, JULY 5, 2023**

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

1. CALL TO ORDER:

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

2. PROCLAMATIONS:

- A) Proclamation Proclaiming July 2023 as National Berries Month.

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

4. PUBLIC HEARINGS: (Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.

- A) Public hearing on development services cases.

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

A) City Engineer's Report.

B) City Events of Interest.

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

A) Approval of Minutes for June 19, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2022-36 Municipal Fiber Optic Fee Schedule *(2nd Reading)*. **This item supports SG - Sound Governance and Fiscal Transparency.** (IT)

C) Consideration and action, if any, on Order between City of Pharr and JustFOIA for a records request tracking system. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

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

1. Luis A. Muñoz, representing La Lejua Investments, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1). The property is legally described as Lot 109, Villa San Miguel Phase 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 906 West Villa Street. COZ#230503 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1300 East Business Highway 83, Suite 6. CUP#201258 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.30 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite M. CUP#191272 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

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4. Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. CUP#161155 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

5. Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. CUP#060104 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing one (1) board member to the Tierra Del Sol Golf Club Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

B) Consideration and action, if any, on Resolution appointing/re-appointing two (2) members of the Bridge Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (BRIDGE)

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

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Amendment Number 1 in the amount of \$490,304.93 to the Professional Engineering Services Agreement with Cobb, Fendley & Associates, Inc. for the Pharr City-Wide Fiber Project. **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, on Amendment Number 1 in the amount of \$4,000.00 to the Professional Engineering Services Agreement with Alvarado Architects & Associates, Inc. for the City of Pharr-Javelina Drive Monument Signs. **This item supports IF - Infrastructure.** (ENGINEERING)

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C) Consideration and action, if any, authorizing City Manager to award a contract for the Downtown Park Statue Project to Mata G. Construction from Penitas, TX for the amount of \$39,600.00. **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with GDJ Engineering, LLC, for Professional Engineering Services for Las Milpas Road from Jackson Road to Cage Boulevard and Cage Boulevard to I Road. **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to extend the service contract for Performance Management Software with Ascendant Strategy Management Group, LLC dba ClearPoint Strategy from Boston, MA through General Services Administration (GSA) Cooperative Contract number 511210. **This item supports SE - Service Excellence.** (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to enter an agreement with Texas Manufacturing Assistance Center (TMAC) - University of Texas Rio Grande Valley (UTRGV) for the annual strategic plan evaluation. **This item supports SG - Sound Governance and Fiscal Sustainability.** (OSE)

G) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Residential Fiber Installation labor services for TeamPharr.net with STX Underground LLC from Brownsville, Texas through The Interlocal Purchasing System (TIPS) Cooperative Contract number 211001. **This item supports IF - Infrastructure.** (IT)

9. LEGAL:

A) Consideration and appropriate action to ratify a settlement and release agreement between the City of Pharr, Texas and former City Attorney Patricia A. Rigney. (LEGAL)

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

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

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informative and developed.

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and imelda.perez@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 30th day of June 2023 at 5:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

AGENDA REGULAR MEETING
July 5, 2023

WITNESS MY HAND AND SEAL, this 30th day of June 2023





HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: June 29, 2023

MEETING DATE: July 5, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Proclamation Proclaiming July 2023 as National Berries Month.

Classification: Regular

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

Issue: Proclaiming July 2023 as National Berries Month. As the number one produce bridge in the nation for over six years, the Pharr International Bridge continues to break import records for fresh produce grown in Mexico and in 2022, Pharr crossed \$1.32 billion in berries or 95.51%, making berries #2 in importation. Currently, year to date, berries are ranked as number one in importation.

Fiscal Consideration: N/A

Staff Recommendation: Presentation only

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman
Luis Bazan
City Management Office

Created/Initiated - 6/29/2023
Approved - 6/30/2023
Final Approval - 6/30/2023

Proclamation



WHEREAS, July is observed as National Berries Month as well as National Blueberry Month across the country; and

WHEREAS, berries are enjoyed by millions of consumers and have been an important source of nutrients, fiber and antioxidant compounds that are proven to protect the body from stress and improve the immune system; and

WHEREAS, as the number one produce bridge in the nation for over six years, the Pharr International Bridge continues to break import records for fresh produce grown in Mexico; and

WHEREAS, in 2022, Pharr crossed \$1.32 billion in berries or 95.51%, making berries #2 in importation; and

WHEREAS, the Pharr International Bridge has become critical to the fresh produce industry nationwide with its ideal location allowing trucks leaving Pharr to deliver to any point in the United States within four days, and any point in Canada within five. These fewer miles lead to fresher produce, better truck rates, and the ability to streamline operations, especially for fresh produce buyers; and

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 City Commission, do hereby proclaim the month of July 2023 as:

“National Berries Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of July 2023.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: July 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: June 30, 2023

MEETING DATE: July 5, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Ruben Alfaro
City Management Office

Created/Initiated - 6/30/2023
Final Approval - 6/30/2023



Report on Capital Improvement Project Activity Construction – July 2023

City Engineer – Ruben Alfaro, PE
Wednesday, July 5, 2023



Pharr
Engineering



City Engineers Report

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC
April 02, 2023, *2nd BSIF Exit*) = 936

Time to Date: 1025 (110%)

Contract Amount: \$7,946,724.38

Change Orders: \$550,940.01

Current Contract: \$8,497,664.39

Placed to Date: \$8,183,538.35 (96%)

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

Status: Contractor working on final construction activities and punch list items.

Next Step: Project should be completed and ready to close on July 10, 2023.



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



Pharr
Engineering



CONSTRUCTION



Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 695 (579%)

Contract Amount: \$1,494,704.00

Change Orders: -\$0.00

Current Contract: \$1,487,558.36

Placed to Date: \$1,247,646.00 (84%)

Status: Contractor working on items approved through the betterment change order.

Next Step: Contractor will finalize change order items and request final inspection for project completion.



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

Lift Station No. 30 (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)
Contract Time: 120+112 (ETC TBD)
Time to Date: 360 (155%)
Contract Amount: \$314,717.70
Change Orders: \$0.00
Current Contract: \$314,717.70
Placed to Date: \$128,208.23 (41%)

Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.

Status: Contractor stopped flex base work and is forming the 5-ft sidewalk on the east from the curb inlet going north towards Alan St. Courtesy inspection scheduled for next week.

Next Step: Contractor will continue flex base operations after finalizing sidewalks.



N. Fir Ave. Paving Improvements (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 19, 2022 (new)
Contract Time: 316 Days
Time to Date: 164 Days (52%)
Contract Amount: \$2,325,300.55
Change Orders: \$1,677.44+\$121,359.62
Current Contract: \$2,448,337.61
Placed to Date: \$549,882.62 (22%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area. Schools in city of Pharr include: Daniel Ramirez Elementary, Aida Escobar Elementary, Carnahan Elementary and Kelly-Pharr Elementary.

Status: Contractor will be working on S. Dogwood St. from E. Sam Houston Ave. to E. Kelly Ave. Contractor will be focusing on relocating traffic control along S. Dogwood St. from today to July 3.

Next Step: Contractor will finalize on the Kelly-Pharr elementary area and move back to finalize sidewalks along Sugar Rd.



PSJA Tri-City Pedestrian Safety Improvements Phase I (1/1)



CONSTRUCTION

Engineer: City of Pharr
Contractor: Southern Trenchless
CM: City of Pharr
Notice to Proceed: May 15, 2023

Contract Time: 90 Days

Time to Date: 45 Days (50%)

Contract Amount: \$277,200.00

Change Orders: \$0

Current Contract: \$277,200.00

Placed to Date: \$0.00 (0%)

Description: This project will provide required connections and replacement of current water lines in the area.

Status: Contractor has started with the bore pit in the project.

Next Step: Contractor will bore waterline and perform the required connections.



16" Water line Bore Replacement



Pharr
Engineering



CONSTRUCTION



DEPARTMENT MISSION STATEMENT

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



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED:

MEETING DATE: July 5, 2023

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.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 20, 2023

MEETING DATE: July 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for June 19, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Minutes for meeting held on June 19, 2023 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 6/20/2023
New -

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 19, 2023
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 19, 2023 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Daniel Chavez
Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Comm. Itza Flores

STAFF PRESENT: Anali Alanis, Interim City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Oscar De Leon, Asst. Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Jamison Merrick, Asst. Director of O.S.E.
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, Asst. Public Safety Dir.

CITY ATTORNEY Ricardo Rodriguez, Asst. City Attorney

ITEM 1. CALL TO ORDER

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

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June 19, 2023

Mayor Hernandez called the meeting to order at 4:18 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Yuri Gonzalez led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

Esteban Cardenas spoke against item 6.A.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Jose Romo, representing James Nikki Rowe VFW Post 2369, spoke in favor of item 5.C.2.

Michael C. Cobos, apartment complex owner, spoke against item 5.C.2.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JUNE 2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

Anali Alanis, Interim City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 0.18% year-to-date true growth compared to last year. She further stated the Finance Director was in the audience and questions could be entertained at this time.

B) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, went over upcoming events. She reported Code Compliance would be hosting a block party on Thursday, June 22, 2023 at Witten Park, 700 S. Ironwood, in Pharr, from 5:30 p.m. to 7:30 p.m. She further reminded the public about the upcoming Sneaker Phest 2023, a shoe and collective expo, on Saturday, June 24, 2023 from 10:00 a.m. to 7:00 p.m. at the Jose "Pepe" Salinas Recreation Center.

Anali Alanis, Interim City Manager, reported the City of Pharr would be hosting the Independence Day Festival on Saturday, July 1, 2023 at Allen and William Arnold City/School Park, 615 W. Eldora Road, from 6:00 p.m. to 10:00 p.m. with a fireworks

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show at 9:00 p.m. She stated there would be food, carnival rides, petting zoo, live music and extended an invitation to everyone to attend.

At this time, Anali Alanis, Interim City Manager, stated the City of Pharr had sponsored uniforms and helmets for the Hidalgo Bandits baseball team and called upon the team members.

Mayor Hernandez recognized the team and called upon the children to introduce themselves.

Jose Pena, IT Director, called upon Graybar representatives to share some good news. Eddie Shamp and Debbie Boudreaux presented the City of Pharr with a rebate check from the OMNIA cooperative in the amount of \$230,549.65 for broadband purchases.

Lastly, Anali Alanis, Interim City Manager, reported Public Works Department would be hosting the Trash Bash Day on Saturday, June 24, 2023 from 8:00 a.m. to 1:00 p.m. at the residential collection station located at 800 Maco Dr., in Pharr.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JUNE 5, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE SALE AND REMOVAL OF FILL DIRT - SOUTH PHARR REGIONAL DETENTION FACILITY (RDF). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**
- C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. TODD WOMACK, REPRESENTING LASCO DEVELOPMENT CORPORATION, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 5.9 ACRES, MORE OR LESS, OUT OF LOT 253, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 100 EAST JAVELINA DRIVE. COZ#230501. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
 - 2. JOSE ROMO, REPRESENTING JAMES NIKKI ROWE VFW POST 2369 REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 25, BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1405 WEST KENNEDY STREET. CUP#230502 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**

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D) PLATS:

1. SALINAS ENGINEERING, REPRESENTING JOSHUA TAPIA, PRESIDENT FOR STONEHARD CONSTRUCTION, LLC, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED SHAMROCK ACRES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.87 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF THE SOUTH 309.50 FEET OUT OF AND FORMING A PART OF LOT 9 OF THE UN-RECORDED PLAT OF PALO VERDE SUBDIVISION NO. 3, BEING OUT OF A PORTION OF LOT 332, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 7600 BLOCK OF SOUTH PALO VERDE CIRCLE. SUB#220309. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

Anali Alanis, Interim City Manager, introduced the item. She recommended agenda item 5.C.2 be removed for further discussion and recommended approval of the rest of the consent agenda items.

Comm. Carrillo **moved** to approve items 5.A, 5.B, 5.C.1, and 5.D.1. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2023-31 is filed with the City Clerk's Office.

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

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:38 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:39 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. CONSENT AGENDA

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

2. JOSE ROMO, REPRESENTING JAMES NIKKI ROWE VFW POST 2369 REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS

MINUTES: REGULAR CALLED MEETING

June 19, 2023

LEGALLY DESCRIBED AS LOT 25, BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1405 WEST KENNEDY STREET. CUP#230502 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

Anali Alanis, Interim City Manager, re-introduced the item.

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

REGULAR AGENDA - OPEN SESSION:

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2022-36 MUNICIPAL FIBER OPTIC FEE SCHEDULE (1ST READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (IT)**

Anali Alanis, Interim City Manager, introduced the item.

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

- B) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING VARIOUS ACTIONS TO PREPARE FOR THE ISSUANCE OF THE CITY OF PHARR, TEXAS TAX NOTES, SERIES 2023 AND CONTAINING OTHER MATTERS RELATING THERETO. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)**

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution No. R-2023-36 is filed with the City Clerk's Office.

- C) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR I ROAD, FROM DICKER ROAD TO MILITARY HIGHWAY, CSJ 0921-02-499. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Anali Alanis, Interim City Manager, introduced the item.

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

MINUTES: REGULAR CALLED MEETING

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Mayor Hernandez asked City Engineer to explain the project. Ruben Alfaro, City Engineer, stated the proposed AFA was for the expansion of I Road from Dicker Road to Military Highway to connect the hike and bike trail. He further stated the projected completion date was in 2026. Mayor Hernandez voiced his concern with the projected timeline and asked that the project be aligned with other projects.

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

Resolution No. R-2023-37 is filed with the City Clerk's Office.

ITEM 9. CONTRACTS/AGREEMENTS

- A) **CONSIDERATION AND ACTION, IF ANY, ON DEDUCTIVE CHANGE ORDER NO. 1 IN THE AMOUNT OF \$7,145.64, ALLOCATION OF REMAINING FUNDS TO ADDITIONAL ITEMS, AND THE ADDITION OF 605 CALENDAR DAYS FOR THE LIFT STATION NO. 30 REHABILITATION PROJECT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ENGINEERING)**

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 8. LEGAL

- A) **ATTORNEY CONSULTATION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE TO RECEIVE LEGAL ADVICE PERTAINING TO A CONTRACT CLAIM FOR PAYMENT UNDER AN EMPLOYMENT CONTRACT WITH FORMER CITY ATTORNEY PATRICIA RIGNEY AND RELATED LEGAL ISSUES. (ADMINISTRATION)**

Anali Alanis, Interim City Manager, introduced the item and stated no action was necessary.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:44 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

MINUTES: REGULAR CALLED MEETING

June 19, 2023

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

ON THIS THE 19th DAY OF JUNE 2023 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 #: 6.B.

DATE SUBMITTED: June 20, 2023

MEETING DATE: July 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2022-36 Municipal Fiber Optic Fee Schedule (*2nd Reading*). **This item supports SG - Sound Governance and Fiscal Transparency.**

Classification: Consent

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

Issue: This fee ordinance update incorporates new internet subscription plans for faster customer connectivity, up to 2 GB for residential and small businesses and up to 10 GB for enterprise customers.

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: deny request

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza

Jose Pena

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 6/20/2023

Approved - 6/29/2023

Approved - 6/30/2023

Approved - 6/30/2023

Final Approval - 6/30/2023

ORDINANCE NO. O-2023-

AN ORDINANCE AMENDING ORDINANCE O-2022-36 AMENDING THE MUNICIPAL FIBER OPTIC SERVICE FEE SCHEDULE, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the City of Pharr desire to provide reliable, high-speed internet to the residents and businesses of Pharr, for the benefit and growth of economic and community goals; and

WHEREAS, the Board of Commissioners find that providing fiber-optic services will provide reliable, high-speed internet serves a public purpose; and

WHEREAS, the Board of Commissioners has approved a municipally owned fiber-optic broadband network to provide fast and reliable internet service to residential and commercial customers; and

WHEREAS, a community survey was conducted for residents and businesses to determine the appropriate monthly service rates; and

WHEREAS, home-ruled cities may take actions authorized by the City charter and not specifically prohibited or preempted by the Texas Constitution, state, or federal law; and

WHEREAS, Cities may regulate a range of local services to promote the general welfare of the City's residents; and

WHEREAS, the City, as a home-rule municipality, can provide a service and charge a user fee for its use; and

WHEREAS, the Board of Commissioners seeks to establish user fees for the cost of providing the services; and

WHEREAS, the City has adopted a schedule of fees, charges, expenses and a collection procedure for municipal fiber optic services and other such matters pertaining to this ordinance; and

WHEREAS, all existing and prior ordinances are hereby amended and reinstated to read as follows:

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

SECTION 1: Ordinance No. 2023-___ is hereby adopted.

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

Residential	Speed	Monthly Rate
Blue Plan	500 Mbps	\$25.00
Gold Plan	1 Gbps	\$50.00
Platinum Plan	2 Gbps	\$80.00

2. Small Business Commercial Monthly Rates – shall apply to small and medium sized businesses requiring a wireless modem.

Small Business	Speed	Monthly Rate
Silver Plan	300 Mpps	\$70.00
Blue Plan	500 Mbps	\$100.00
Gold Plan	1 Gbps	\$150.00
Platinum Plan	2 Gbps	\$200.00

3. Enterprise Commercial Monthly Rates – shall apply to businesses that require dedicated fiber connection.

Enterprise	Speed (Mbps)	Monthly Rate
Green Plan	300 Mbps	\$500.00
Blue Plan	500 Mbps	\$1,000.00
Gold Plan	1 Gbps	\$1,500.00
Enterprise 2 G	2 Gbps	\$2,000.00
Enterprise 5 G	5 Gbps	\$3,000.00
Enterprise 10 G	10 Gbps	\$4,000.00

B. FIRST MONTH SERVICE FEE

A payment for first month of service shall be made for residential, small business, and enterprise commercial connections to the city's broadband internet services prior to getting connected.

C. MISCELLANEOUS FEES

Type	Fee
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Upgraded Wireless Access Point	\$5.00/month
Wireless Mesh Device	\$5.00/device/month

Outdoor Wireless Mesh Device	\$10.00/device/month
<u>Equipment Fees if not returned</u>	
UPS battery backup	\$65.00
Fiber ONT	\$120.00
Standard Wifi Access Point	\$100.00
Upgraded Wifi Access Point	\$165.00
<u>Static IP Addresses</u>	
One-time Setup	\$50.00
SmartPak 1 (1 useable)	\$5.00
SmartPak 2 (5 useable)	\$25.00
SmartPak 3 (13 useable)	\$65.00
SmartPak 4 (29 useable)	\$145.00

(*Note) – Standard modem is included at no charge.

SECTION 3: REPEALING CLAUSE.

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

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.

SECTION 5: 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 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.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____ 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: June 30, 2023

MEETING DATE: July 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Order between City of Pharr and JustFOIA for a records request tracking system. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: The City of Pharr currently uses GovQA for management of public information requests. However, looking into substantial cost savings for the City, we are kindly requesting to transfer the public information request portal to JustFOIA. JustFOIA is an easy-to-use records request software that manages every step of the process from intake to delivery. Their solution saves time by automating repetitive tasks, such as assignments, redaction, and communication with requesters and staff.

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied after Year 1 (excluding any initial or one-time discounts) unless the Customer has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

Fiscal Consideration: Year 0 (08/04/2023 - 12/31/2023) Subscription Cost - \$0
Year 1 (1/1/2024-12/31/2024) Subscription Cost - \$8,917.89

Staff Recommendation: Staff recommends approval.

Alternatives: Not to purchase

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Karla Saavedra
Mayra Gomez
Ricardo Rodriguez

Created/Initiated - 6/30/2023
Approved - 6/30/2023
Approved - 6/30/2023
Approved - 6/30/2023

City Management Office

New -

This Order, designated as Order No. 27940 (this “Order”) is entered into as of the date of the last signature (the “**Order Effective Date**”), by and between JustFOIA and Customer.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Order and any Customer-entered third-party government purchasing agreement (“Purchasing Vehicle”), the provisions of the Purchasing Vehicle shall govern and control.
- B. JustFOIA is an affiliate of MCCi, LLC and is considered an Order Fulfiller for MCCi, LLC with regards to specific Purchasing Vehicles.
- C. No change order, notice, direction, authorization, notification, or request will be binding upon Customer or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- D. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Customer purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- E. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- F. This Order, and any claim dispute or controversy hereunder (a “Dispute”), will be governed by the laws of the state where Customer is located, in each case without giving effect to any principles of conflicts of laws. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys’ fees and costs and expressly waives any statutory right to attorneys’ fees.
- G. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- H. This, and the preceding Sections of this Order shall survive after termination or expiration of the same.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

JustFOIA, Inc. ("JustFOIA")

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF PHARR ("Customer")

Signed: _____

Name: _____

Title: _____

Date: _____

118 SOUTH CAGE 4TH FLOOR
PHARR, TX 78577

PRICING



3717 Apalachee Parkway, Suite 201

Tallahassee, FL 32311

850.701.0725

850.564.7496 fax

Customer Name: City of Pharr

Customer Address: 118 South Cage 4th Floor, Pharr, TX 78577

Quote Number: 27940

Quote Type: New JustFOIA System

Bill to/Ship to: Hilda Pedraza

hilda.pedraza@pharr-tx.gov

AP Contact: nelly.puente@pharr-tx.gov

Desired URL: pharr-tx.justfoia.com

Quote Date: June 20, 2023

Subscription Period Start Date:

August 04, 2023

Subscription Period End Date:

December 31, 2024

Product Description:	Qty.	Unit Cost	DIR-CPO-4745	Total
JustFOIA ANNUAL RECURRING SERVICES				
☒ JustFOIA Pro Plus: Up to 400,000 Population	1	\$9,835.00	\$8,917.89	\$8,917.89
☒ Payment Portal	1	Included	Included	Included
☒ Any & All Document Management	1	Included	Included	Included
☒ Unlimited Admins, Power Users & General Users	1	Included	Included	Included
☒ Unlimited Storage	1	Included	Included	Included

SUBTOTAL - RECURRING ANNUAL SERVICES	\$8,917.89
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Service Description:	Qty.	Unit Cost	DIR-CPO-4745	Total
JustFOIA SERVICE PACKAGES				
☒ Pro Implementation	1	Included	Included	Included
☒ Configuration of 2 Public Records Forms -City Requests & Police Department Requests	1	Included	Included	Included
☒ Payment Portal Configuration	1	Included	Included	Included
☒ Any & All Document Management Configuration	1	Included	Included	Included

SUBTOTAL - ONE-TIME SERVICES	\$0.00
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☒ JustFOIA Subscription Proration for 5 Months	1	(\$5,202.10)	N/A	(\$5,202.10)
☒ One-Time Discount to Recurring Annual Services Discount is based on this quote and if the quote changes the discount amount is subject to change. <i>Expires 6/30/23</i>	1	(\$3,715.79)	N/A	(\$3,715.79)

YEAR 0 (8/4/2023 - 12/31/2023) SUBSCRIPTION COST	\$0.00
YEAR 1 (1/1/2024 - 12/31/2024) SUBSCRIPTION COST	\$8,917.89
YEAR 2 (1/1/2025 - 12/31/2025) SUBSCRIPTION COST	\$9,363.78

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

Customer has elected to license the JustFOIA software provided as a service (the “**Solution**”).

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied after Year 1 (excluding any initial or one-time discounts) unless Customer has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Customer has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Customer pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Customer is a city, county, or other government entity the following applies: If Customer's governing body fails to appropriate sufficient funds to make payments due and to become due during Customer's next fiscal period, Customer may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Customer agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Customer agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

BILLING TERMS

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Initial Sale (Year 0): Upon providing Customer online access to the Solution. ▪ Annual Renewal (Year 1): 75 days in advance of expiration date. ▪ Annual Renewal (Year 2+): 75 days in advance of expiration date.
One-Time Services	Upon delivery completion and Customer acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Customer shall constitute that JustFOIA has conducted its own review and believes it meets Customer's requirements. Customer shall then have the right to conduct its own review of the Deliverable as Customer deems necessary. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Customer must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Customer within five (5) business days from request.
- Customer will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Customer does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CUSTOMER TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions
- Create any additional users
- Conduct end-user trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification

JustFOIA TASKS & DELIVERABLES

- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Customer to public facing JustFOIA site and request form(s)
- Deploy site in the Microsoft Azure Government Cloud
- Establish and configure initial Admin and Power User security credentials
- Personalize Public Portal with Customer branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of departments and observed holidays

- Complete initial configuration of system email templates
- Provide configuration and training for purchased platform add-ons
- Provide technical support between testing and going live
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide internal staff training support to Administrator and Power User Team
- Work with customers to make system modifications where necessary during testing
- Assist with transition to Customer Success and Support Teams
- Provide Go-Live Marketing Press Kit

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Complete JustFOIA Document Management Course in the JustFOIA Training Center

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module

PAYMENT PORTAL CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (JetPay/NCR, PayPal or Authorize.net)*
**To be completed no less than 30 days before Go Live date.*
- Supply credentials from Payment Processor
 - Client Key
 - Web Key
 - API Identifier
 - Payment Type Name
 - Allowed Payment Method

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal
- Complete testing and training

ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties. JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA's knowledge, Customer's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Customer Warranties. Customer warrants that JustFOIA's use of Customer data and/or any other item provided by Customer, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Customer warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Customer are reserved by JustFOIA.

CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Customer may only upload public and non-confidential data to the Solution. Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Customer's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Customer's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by

Solution and stored external to Solution by Customer during the Subscription Period.

Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Customer information from its server's files that Customer has in common with other users. Customer understands and agrees that once the Customer instance of the Solution is decommissioned, JustFOIA may not be able to provide Customer a copy of the data included therein. Customer agrees that it will back up all Customer information that it requires. JustFOIA may decommission any environment after 45 days of Customer not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website, including, without limitation, availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Customer information. If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA

application and/or providers. The Solution shall allow Customer to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or PayPal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

INDEMNIFICATION & LIMITATION OF LIABILITY

(a) General Indemnification.

JustFOIA ("**Indemnifying Party**") shall indemnify, defend and hold the Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws; or
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

(b) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE

AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Customer's request, will name Customer as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Customer is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

GOVERNMENT PROVISIONS

The provisions below are applicable only if Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

(a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

(b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Customer if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

MISCELLANEOUS

(a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

(c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

(d) Publicity.

JustFOIA may use the name of Customer, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

(e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

(f) Relationship of Parties.

JustFOIA's relationship to the Customer is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

(g) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

(h) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@justfoia.com



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED:

MEETING DATE: July 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.1.

DATE SUBMITTED: June 30, 2023

MEETING DATE: July 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Luis A. Muñoz, representing La Lejua Investments, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1). The property is legally described as Lot 109, Villa San Miguel Phase 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 906 West Villa Street. COZ#230503 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Luis A. Muñoz, representing La Lejua Investments, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1) in order to construct a single-family residence.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommended approval of the rezoning request from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1) at their meeting on June 26, 2023. There were seven members present with six voting aye and one abstention.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
Kimberly Mendoza

Created/Initiated - 6/30/2023
Approved - 6/30/2023
Approved - 6/30/2023

City Management Office

Final Approval - 6/30/2023



MEMORANDUM

DATE: MONDAY, JULY 3, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1). The property is legally described as Lot 109, Villa San Miguel Phase 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 906 West Villa Street. COZ#230503

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:

Luis A. Muñoz, representing La Lejua Investments, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1) in order to construct a single-family residence.

The subject site is located on the northwest corner of West Villa Street and South Vasquez Street and has a physical address of 906 West Villa Street. The property is legally described as Lot 109, Villa San Miguel Phase 3 Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Villa Street, a 50-60 ft. local street which runs east and west with a posted speed limit of 20 to 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property was rezoned from Single-Family Residential District (R-1) to Neighborhood Commercial District (N-C) on March 15, 2005. The property to the north was zoned Single-Family Residential District (R-1) upon annexation on December 5, 2000. The properties to the south, east and west were zoned Single-Family Residential District (R-1) upon annexation on October 7, 1997. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single family use in the Land Use Plan.

The Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Twenty-six (26) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on June 9, 2023, and a legal notice was published in the Advance News Journal on June 5, 2023. Staff received one (1) response for information only to the letters and the legal notice.

Development Services recommended approval of the request to re-zone from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1) at their meeting on June 26, 2023. There were seven members present with six voting aye and one abstention.

CITY COMMISSION OPTIONS:

- 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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Luis A. Muñoz, representing La Lejua Investments, LLC.

APPLICANT

Neighborhood Commercial District (N-C)

CURRENT ZONE

906 West Villa Street

ADDRESS

Single-Family Residential District (R-1)

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

Development Services is recommending approval of the request to re-zone from Neighborhood Commercial District (N-C) to Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties.

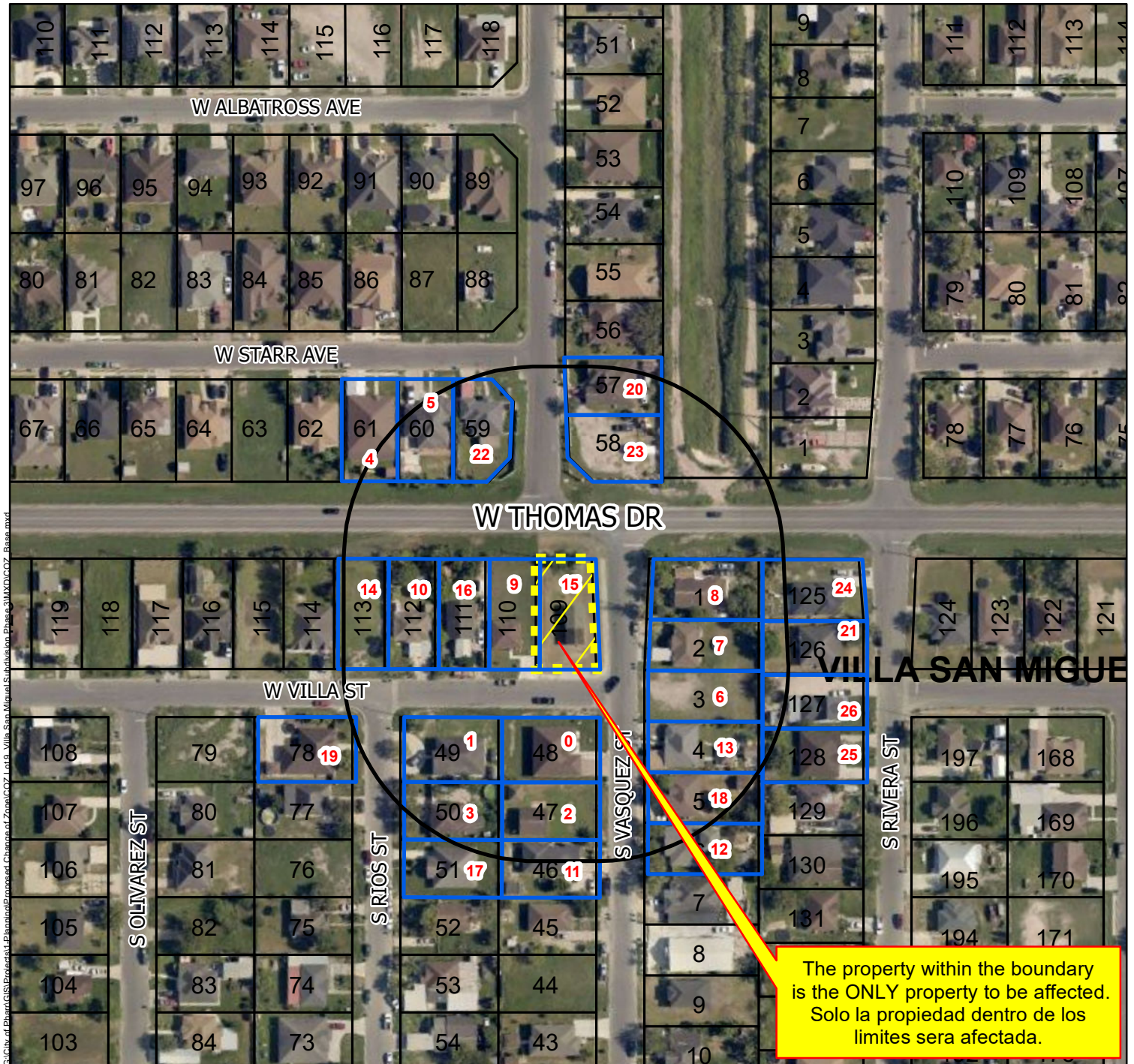
If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner I

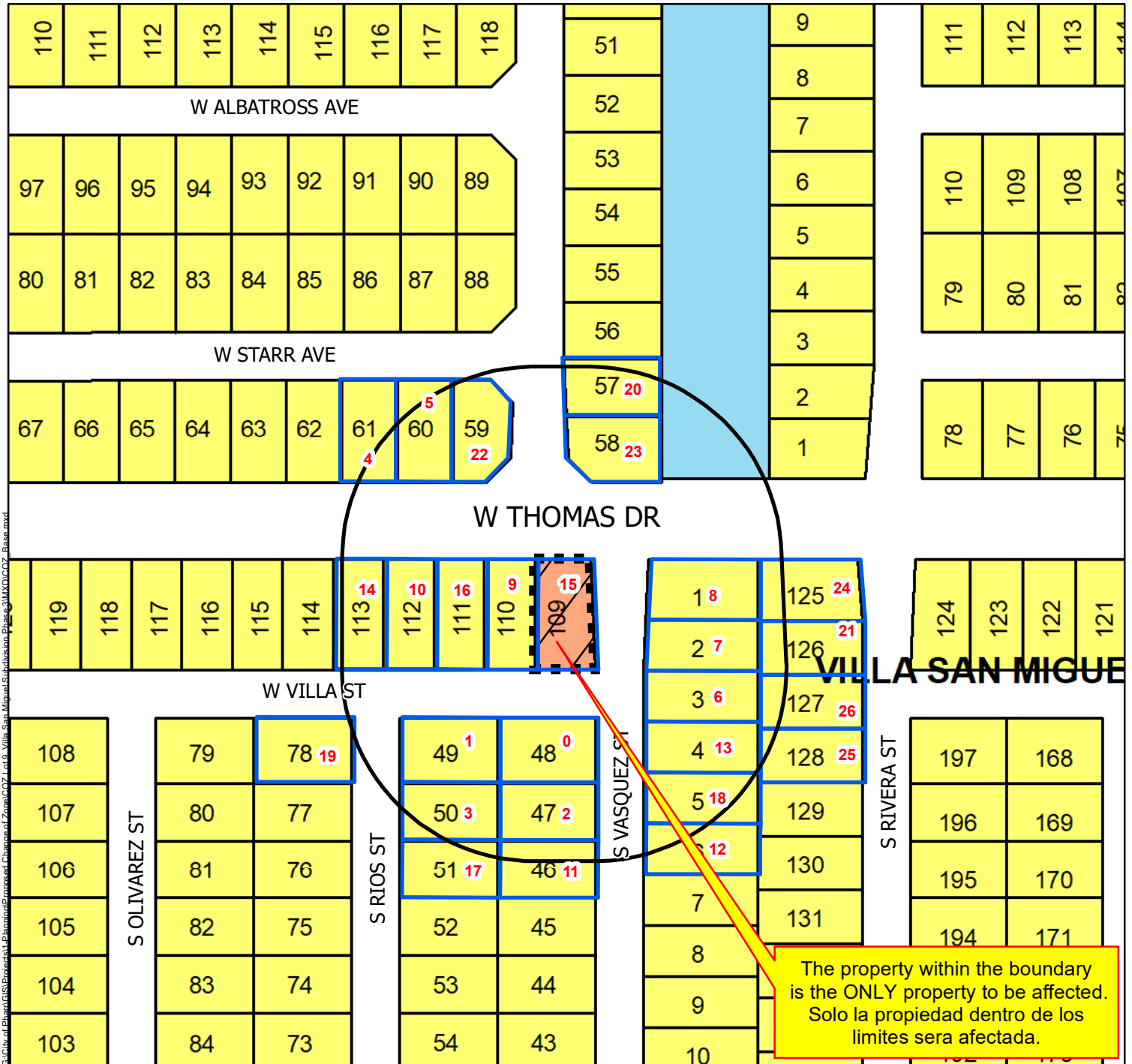
PREPARED BY

June 20, 2023

DATE



Zoning



Zoning

ZONE

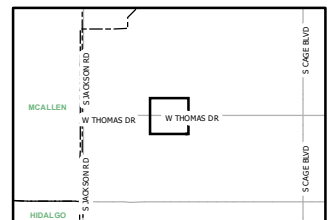
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Future Land Use**
- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- 200 ft Notification Buffer
- Notified Properties
- Subject Property

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



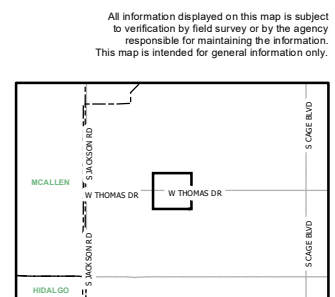
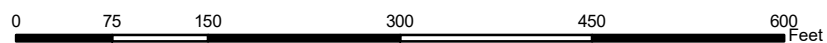
Proposed Change of Zone
 Lot 109, Villa San Miguel Subdivision Phase 3 / 906 Villa
 St Luis A. Munoz
 Radius



Zoning ZONE Agricultural Open Space Single Family Single Family Small Lot Residential Multi-Family Residential Multi-Family High Density Mobile Home Townhouse HUD Code	Rail Road R.O.W Government Owned General Business Business District Drainage Easement Heavy Commercial Heavy Industrial Limited Industrial Neighborhood Commercial Office Professional	PSJA ISD Hidalgo ISD Valley View ISD Planned Unit Development Future Land Use FUTURELAND Irrigation Agriculture Single Family Res. Multi-Family Res.	Manufactured Homes Industrial Commercial Public/Semi Public ROW Parks 200 ft Notification Buffer Notified Properties Subject Property
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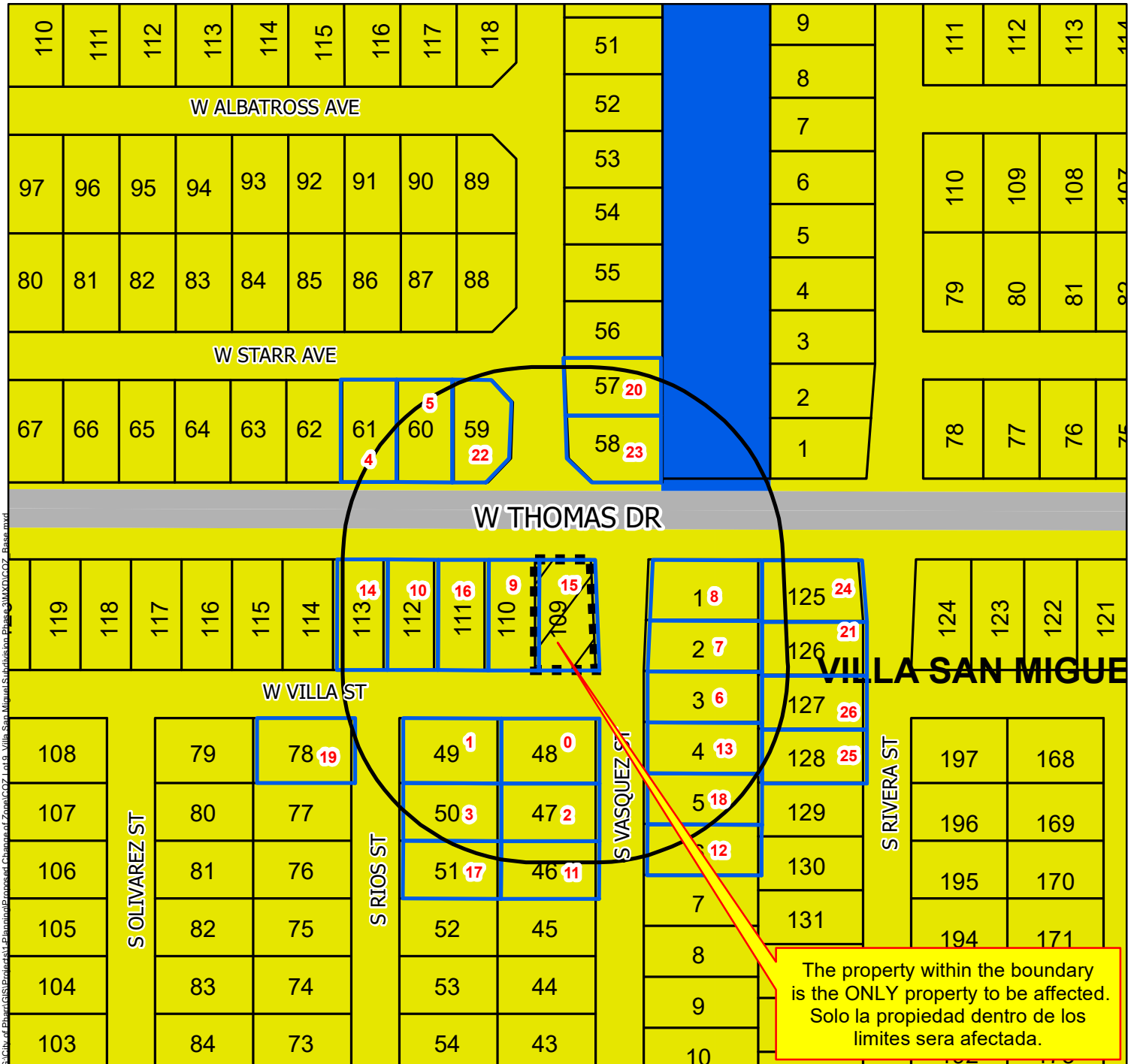
City of Pharr, Texas
 Engineering Department
 956.402.4242
 Date: 6/8/2023

Scale: 1 inch = 150 feet



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

Future Land Use



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

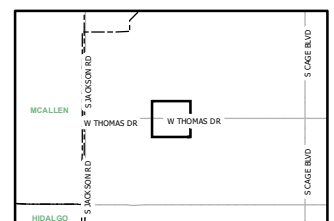
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Future Land Use

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- 200 ft Notification Buffer
- Notified Properties
- Subject Property

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



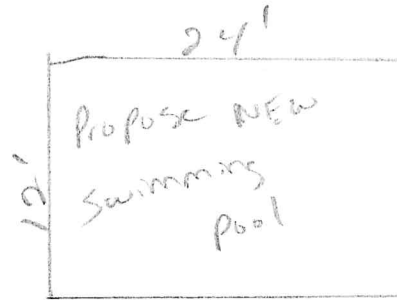
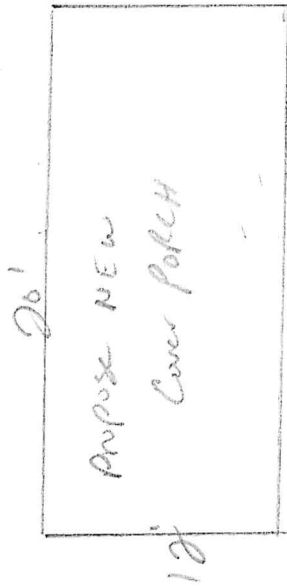
THOMAS DR.

Property Line

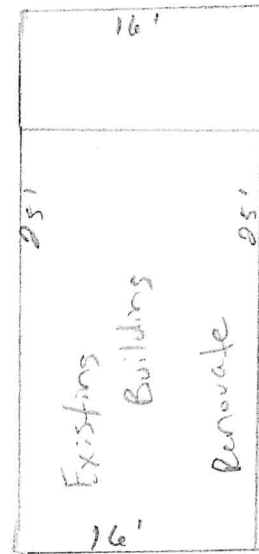
15' UTILITY Easement

Property Line

5' Utility Easement



5' Utility Easement



25' Easement

Property Line

VASQUEZ ST

Property Line

VILLA ST



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.2.

DATE SUBMITTED: June 27, 2023

MEETING DATE: July 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1300 East Business Highway 83, Suite 6. CUP#201258 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
Kimberly Mendoza
City Management Office

Created/Initiated - 6/27/2023
Approved - 6/27/2023
Approved - 6/27/2023
Final Approval - 6/30/2023



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 03, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#201258 (MUELLE 37)
--

GENERAL INFORMATION:

APPLICANT: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1300 East Business Highway 83, Suite 6.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Heavy Industrial District (H-I) to the north, General Business District (C) to the west, Single-Family Residential District (R-1) and Neighborhood Commercial District (N-C) to the south and City of Pharr limits lie to the east. This area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommends **approval** of the request for renewal of the Conditional Use Permit to allow 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.



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 03, 2023

Conditional Use Permit **Renewal** for ABC - Mariscos El Muelle, LLC, d/b/a Muelle 37

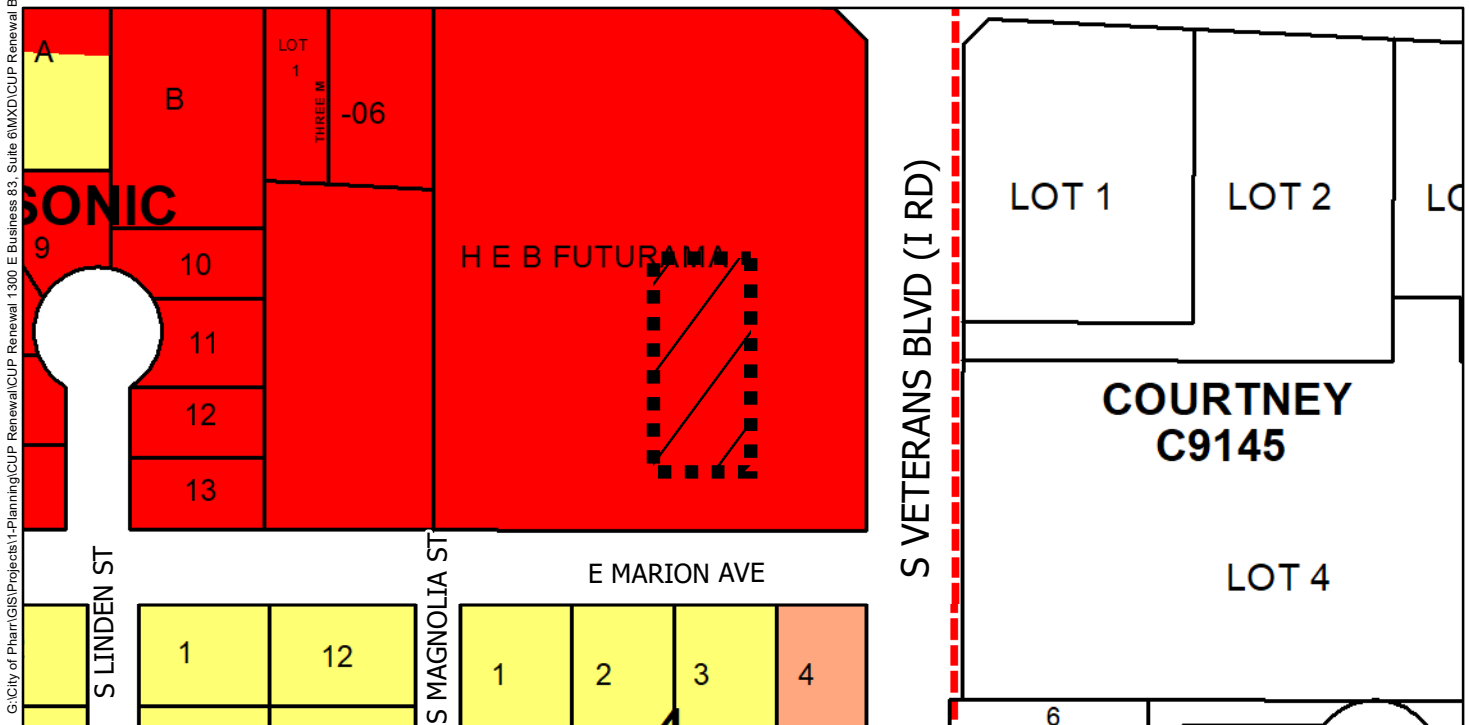
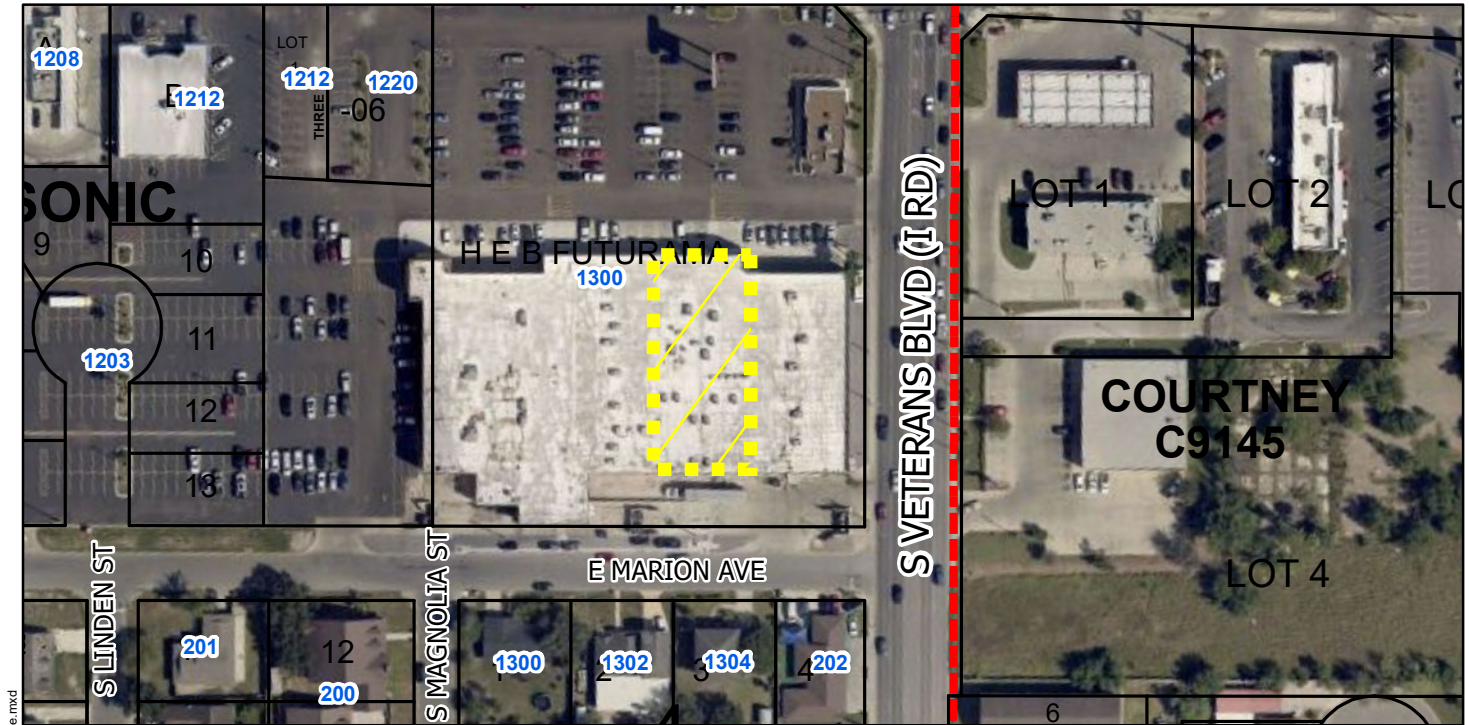
Background:

Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Muelle 37.

The property is located at 1300 East Business Highway 83, Suite 6. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.3.

DATE SUBMITTED: June 27, 2023

MEETING DATE: July 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.30 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite M. CUP#191272 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
Kimberly Mendoza
City Management Office

Created/Initiated - 6/27/2023
Approved - 6/27/2023
Approved - 6/27/2023
Final Approval - 6/30/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 03, 2023

Conditional Use Permit **Renewal** for ABC –

Seoul Asian Market

Background:

Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 3rd renewal for Seoul Asian Market.

The property's physical address is 500 North Jackson Road, Suite M. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: MONDAY, JULY 03, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#191272 (SEOUL ASIAN MARKET)
--

GENERAL INFORMATION:

APPLICANT: Aiesty, Inc., d/b/a Seoul Asian Market, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.30 acre tract of land, more or less, out of Lot 4A, Replat of Vacated Carmel Subdivision, Vacated El Centro Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite M.

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 Heavy Industrial District (H-I) to the west. This area is generally designated for commercial use in the Land Use Plan.

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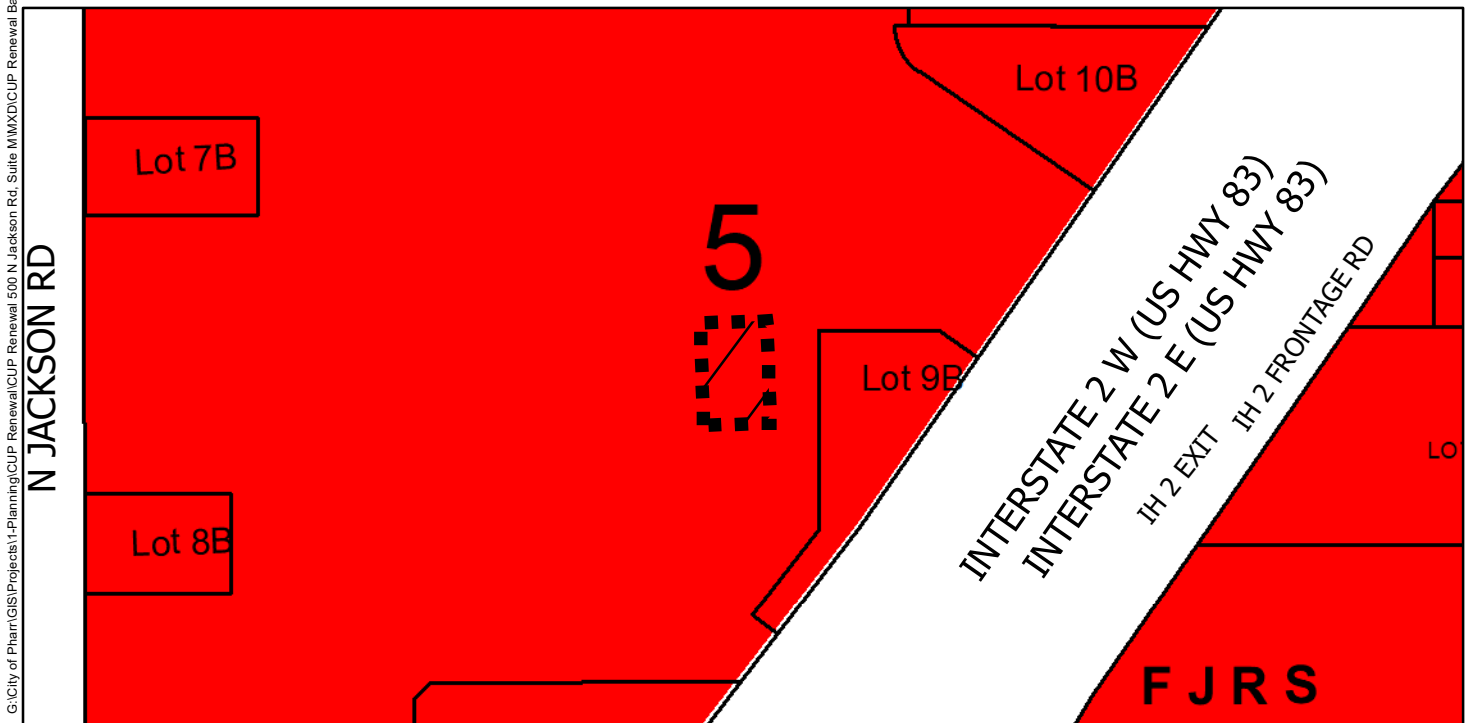
FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



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

Scale: 1 inch = 200 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.4.

DATE SUBMITTED: June 27, 2023

MEETING DATE: July 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. CUP#161155 **This item supports EV - Economic Vitality.**

Classification: Regular

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

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

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
Kimberly Mendoza
City Management Office

Created/Initiated - 6/27/2023
Approved - 6/27/2023
Approved - 6/27/2023
Final Approval - 6/30/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 03, 2023

Conditional Use Permit **Renewal** for ABC –

Regency Hall

Background:

Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 6th renewal for Regency Hall.

The property is located at 207 East Ferguson Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: MONDAY, JULY 03, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#161155 (REGENCY HALL)
--

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 207 East Ferguson Avenue.

ZONING: The property is currently zoned Heavy-Commercial District (H-C). The adjacent zoning is Single-Family Residential District for small lots (R-1A) to the north, General Business District (C) to the south, and Heavy-Commercial District (H-C) to the east and west. The area is generally designated for commercial use in the Land Use Plan.

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

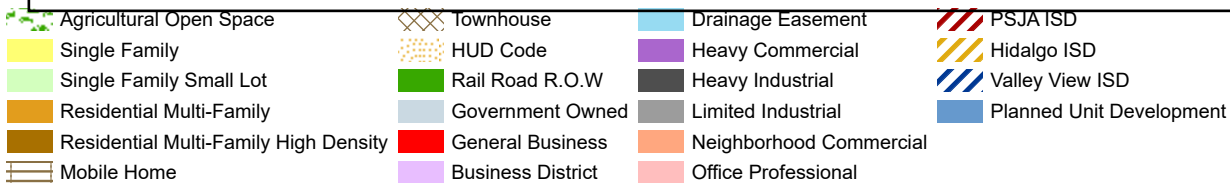
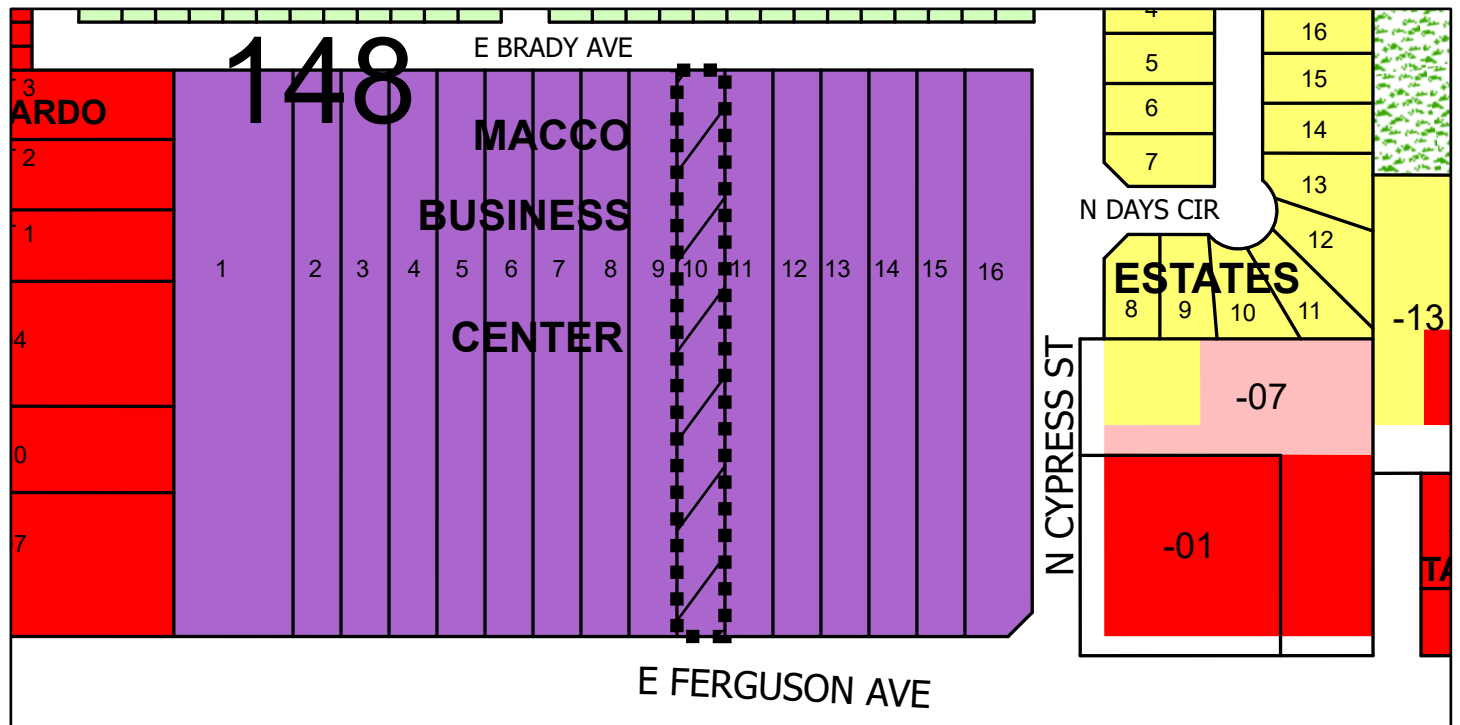
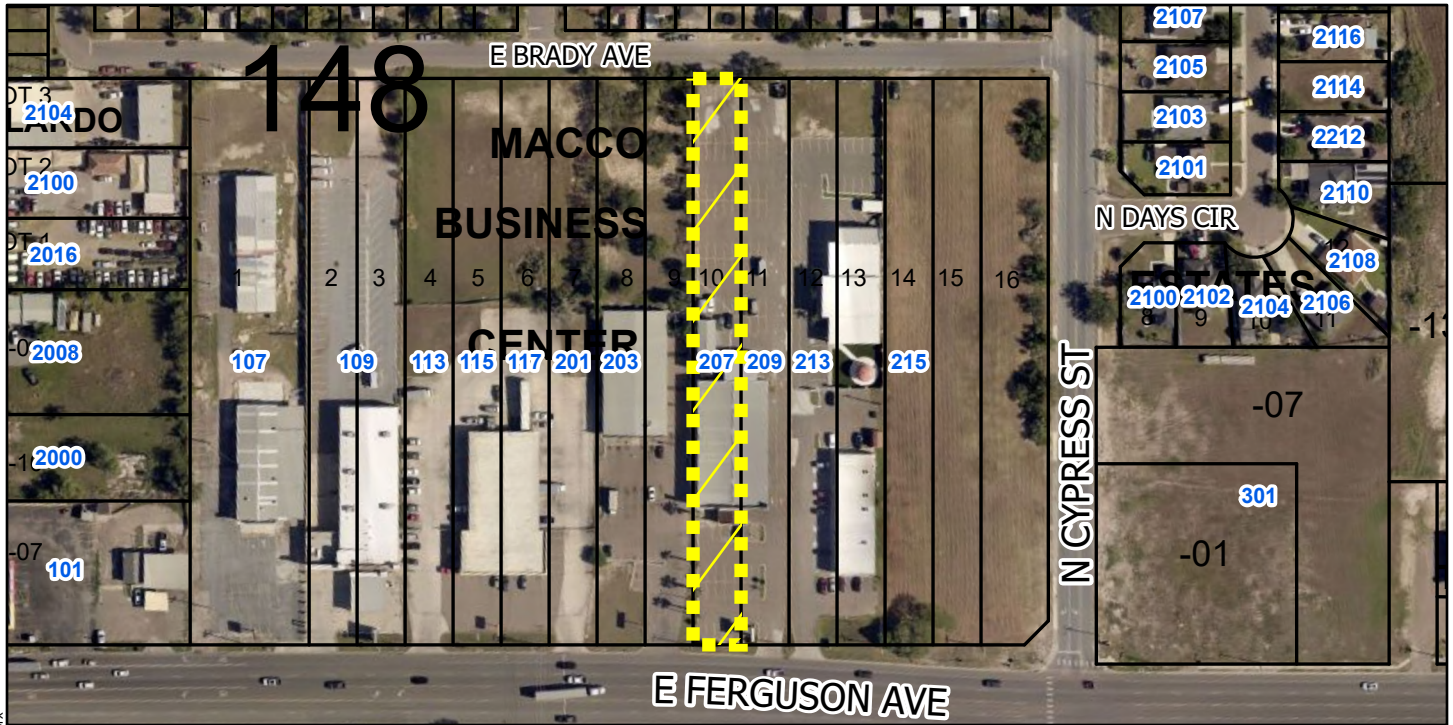
**FIRE
MARSHAL:** Recommends approval of
the Conditional Use Permit.

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

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.5.

DATE SUBMITTED: June 27, 2023

MEETING DATE: July 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1715 South Cage Boulevard. CUP#060104 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
Kimberly Mendoza
City Management Office

Created/Initiated - 6/27/2023
Approved - 6/27/2023
Approved - 6/27/2023
Final Approval - 6/30/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 03, 2023

Conditional Use Permit **Renewal** for ABC –

Pizza Properties, Inc.

Background:

Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 16th renewal for Peter Piper Pizza #63.

The property is located at 1715 South Cage Boulevard – Peter Piper Pizza #63. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: MONDAY, JULY 03, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#060104 (PETER PIPER PIZZA #63)

GENERAL INFORMATION:

APPLICANT: Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1715 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North and South, Residential Mobile Home District (R-MH) to the East, and Planned Unit Development District (PUD) to the West. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

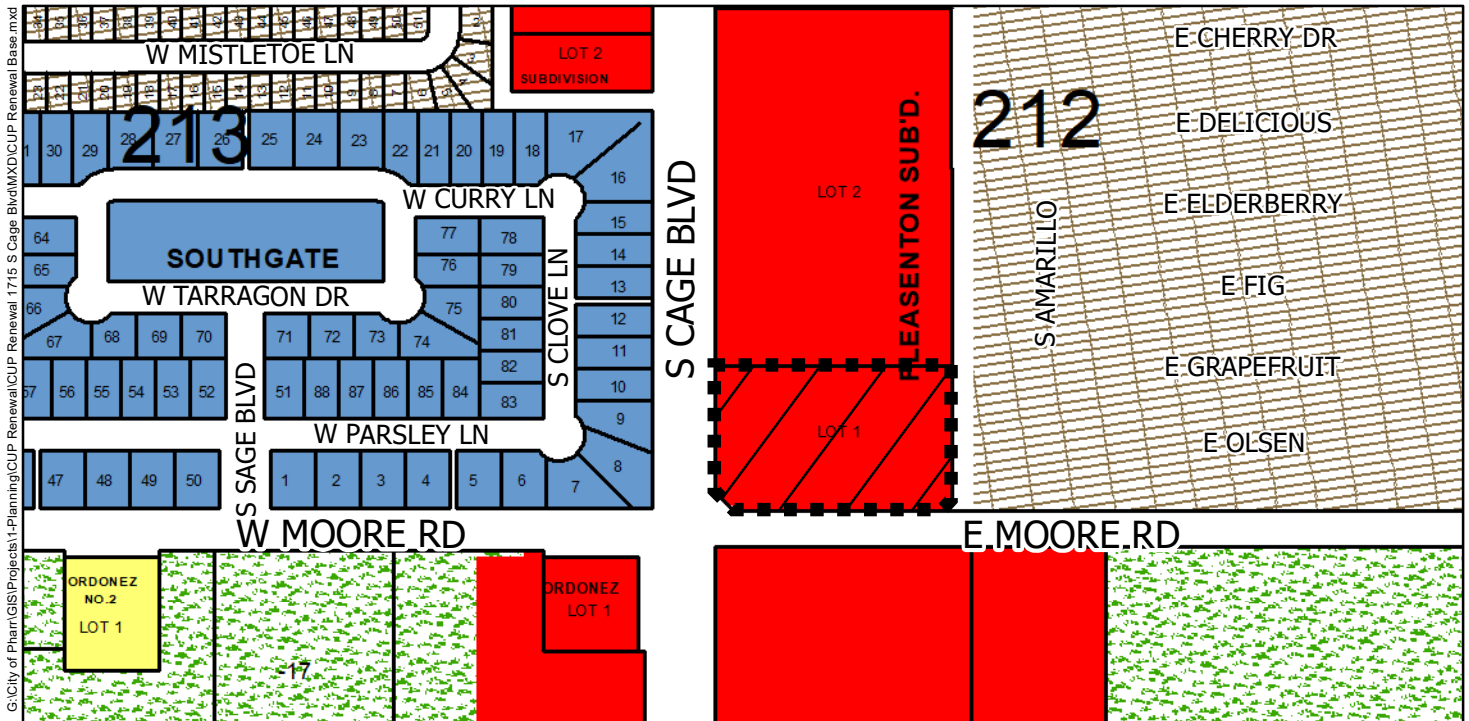
**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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

Conditional Use Permit Renewal
1715 S Cage Blvd
Pizza Properties, LTD d/b/a Peter Piper Pizza #63



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 6/1/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: June 16, 2023

MEETING DATE: July 5, 2023

FROM: Myra Ledezma, Administrative
Assistant Golf Course

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) board member to the Tierra Del Sol Golf Club Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Board Member Mario Lizcano wishes to step down as a board member for the Golf Advisory Board. Myla Anderson expressed interest in serving on this board.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends appointing Myla Anderson.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Myra Ledezma
Sergio Alanis
City Management Office

Created/Initiated - 6/16/2023
Approved - 6/26/2023
Final Approval - 6/30/2023

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **R E S O L U T I O N**
CITY OF PHARR § **NO. R-2023-__**

WHEREAS, Ordinance No. O-99-23 created the Tierra Del Sol Golf Club Advisory Board for the City of Pharr Municipal Golf Course; and

WHEREAS, Ordinance No. O-2017-01 amended Ordinance No. O-2015-51 increasing members from seven to nine members whose terms of service are two years and three years; and

WHEREAS, a vacancy has occurred as a result of Mario Lizcano resignation as member of the Tierra Del Sol Golf Club Advisory Board; and

WHEREAS, appointment of one (1) member is needed for the reminder of the unexpired term; and such member shall perform duties as may be prescribed by ordinance or state law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT the following person is hereby appointed as member of the Tierra Del Sol Golf Club Advisory Board.

NAME:	LENGTH OF TERM:
1. _____	2 -Year term (November 1, 2024)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of July, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: June 26, 2023

MEETING DATE: July 5, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing two (2) members of the Bridge Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The terms of Board members Adalberto Campero and Larry Hernandez will expire on August 1, 2023.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends re-appointment of both Bridge Board members.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Ricardo Rodriguez

City Management Office

Created/Initiated - 6/26/2023

Approved - 6/30/2023

Approved - 6/30/2023

Final Approval - 6/30/2023

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2023- _____

WHEREAS, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

WHEREAS, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

WHEREAS, Ordinance No. O-2007-48 allows for the appointment of a person to a board or committee, without regard to residency, if that person is an owner of a business in which the primary location of the business and central decision-making authority is physically located within the boundaries of the City of Pharr; and

WHEREAS, the terms of Adalberto Campero (Position #1) and Larry Hernandez (Position #2) expired on August 1, 2023, and appointment/re-appointment of two (2) member to the Toll Bridge Board is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT: The following members are hereby appointed/re-appointed to the Toll Bridge Board:

- | <u>NAME</u> | <u>POSITION # 5</u> |
|-------------|---|
| 1. | LENGTH OF TERM
(3-Year term to expire 8/01/26) |
| 2. | LENGTH OF TERM
(3-Year term to expire 8/01/26) |

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of July 2023.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: June 29, 2023

MEETING DATE: July 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

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

Classification: Regular

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

Issue: The City of Pharr has determined that there is a need to acquire property for the furtherance of associated projects in the North Cage Boulevard, Expressway Frontage and Ferguson Avenue area. The City has determined it is necessary to establish procedures for the parcels to be acquired.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
Kimberly Mendoza
City Management Office

Created/Initiated - 6/29/2023
Approved - 6/29/2023
Approved - 6/29/2023
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: June 30, 2023

MEETING DATE: July 5, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 1 in the amount of \$490,304.93 to the Professional Engineering Services Agreement with Cobb, Fendley & Associates, Inc. for the Pharr City-Wide Fiber Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment Number 1 to the Professional Engineering Services Agreement with Cobb, Fendley & Associates, is for additional design work that exceeded the before estimated linear footage of fiber to be placed in the city and additional software integration to the deliverables for the future maintenance and management of the fiber network as requested by the city.

The items in Amendment Number 1 include the following:

- Additional and final linear footage reconciliation for network design.
 - OSP Insight Integration (Fiber network management software)
- (Project # 1920-01-528-S013-C)

Fiscal Consideration: Original Agreement: \$2,313,892.63

Amendment No. 1: \$490,304.93

Revised Agreement: \$2,804,197.56

Staff Recommendation: Staff recommends approval of Amendment Number 1 in the amount of \$490,304.93 to the Professional Engineering Services Agreement with Cobb, Fendley & Associates for the Pharr City-Wide Fiber Project.

Alternatives: No alternatives.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Ruben Alfaro
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 6/30/2023
Approved - 6/30/2023
Approved - 6/30/2023
New -

City of Pharr
Pharr City-Wide Fiber Project
Contract ID No. 1920-01-528-S013-001C
CobbFendley Supplement Request

Cobb, Fendley & Associates, Inc. (CobbFendley) is proud to be a part of bringing the City of Pharr's (City) vision of digital equality to fruition through our involvement on this project and excited to see the positive impact it is bringing to the community.

It isn't unusual for a revolutionary project of this magnitude to have unknowns that are discovered throughout the delivery. CobbFendley has found this to be true and experienced significant items, which are detailed below, while performing services for this project. We respectfully request a supplement to the contract referenced above to perform the additional professional services beyond the original scope of work. A description of the additional fee and scope is detailed below:

Task	Task Name	Original Contract Amount (\$)	Supplement #1 Amount (\$)	Descope Credit	% OFF	Revised Contract Amount (\$)	Comments
01	Phase I: Preliminary Network Study	\$ 119,291.00				\$0.00	
02	Phase II: Core Build	\$ 211,695.75				\$0.00	
03	Phase III: South Section Build	\$ 396,184.75				\$0.00	
04	Phase IV: Mid Section Build	\$ 405,532.25				\$0.00	
05	Phase V: North Section Build	\$ 624,910.00				\$0.00	
06	Phase VI: Data Center/private, industrial	\$ 150,000.00				\$0.00	
06A	Phase VI: private, industrial build out	\$ -	\$ 621,668.22		40%	\$373,000.93	545,323 LF @1.14 per LF
07	Project Close Out	\$ 65,140.00				\$0.00	
08	Additional Scope	\$ 130,785.00	\$303,840.00	\$65,000.00	40%	\$117,304.00	2532 additional hours
09	Expenses	\$ 210,353.88				\$0.00	
	Subtotal	\$ 2,313,892.63	\$ 925,508.22			\$490,304.93	
	40% Fee Reduction Offered by CobbFendley						
	Total Change Order					\$ 490,304.93	

Additional Services: OSPinsight (OSPI) integration

Our initial fee estimate was based upon using ArcGIS for the High-Level Design/Analysis Tools and AutoCAD for plan preparation. The scope included plan preparation with cable details, splicing diagram exhibits and a spreadsheet for cable range splicing details.

After contract execution and early in the design phase, the City decided instead to utilize the OSPI asset management tool to minimize future work for the City as the asset management system will be in place upon project construction completion. We agreed with the City's decision and performed the additional services required to enable this change, including creating features that depict cable/splicing details and attributed to OSPI. In addition, we performed network tracing, capacity analysis, and other applications.

Initial Estimated Hours – 500

Additional Hours – 2532

Phase III – V: Additional Design Linear Footage

As instructed by the City, the initial estimated fiber design linear footage (LF) was based upon the length of existing waterline depicted on the GIS map provided by the City. The actual fiber design linear footage was greater.

Initial Fiber Design LF: 1,442,000

Additional Fiber Design LF: 545,323

Total Fiber Design LF: 1,987,323

Fee for additional linear footage is calculated by a unit cost of \$1.14/LF

Descope Items- We are providing a credit since we did not handle items # 5,7, 9 thru 13 under additional scope under the current contract.

Impacts to design schedule:

March 2, 2021: Project Kick-off.

Phase I: Preliminary Network Study – No schedule delay.

Phase II: Core Build - Estimated to be completed in April 2021.

- The majority of the plans were approved and permitted by May 2021. The contractor was not selected yet. Thus, there was no schedule delay due to a design delay.

Phase III: South Section Build – Estimated to be completed by July 2021.

- The majority of the plans were approved and permitted by November 2021. Final design and permitting could not be completed until the City made the final selection of

equipment with Graybar on September 21, 2021, because the design is based on network architecture. Thus, the design was delayed, but not due to CobbFendley.

Phase IV: Mid-Section Build – Estimated to be completed by October 2021.

- The majority of the plans were approved and permitted by August 2022. This phase included a considerable delay due to the cumulative effect of delays in previous phases. Additionally, the new Professional Engineer (PE) plan sealing requirement added to the scope. Most of this was out of CobbFendley's control, but we do understand we were expected to increase resources to prevent schedule delays. CobbFendley's ramp up of staff resources took a few months due to the scarcity of experienced PE's in the industry with broadband experience. CobbFendley trained PE's on staff to mitigate the challenge as quickly as possible.

Phase V: North-Section Build – Estimated to be completed by December 2021.

- Most of the plans were approved and permitted by November 2022. CobbFendley increased resources on the project team, which consisted of 12 Techs, 4 Project Engineers and 6 PE's, and they worked overtime to complete this phase of design in 2 months.

Phase VIA: Additional Build Private, industrial – Began in November 2022.

- This is the additional scope wasn't included in the original fee or schedule. CobbFendley delivered it in an accelerated schedule. Most of the plans were approved by the end of December 2022.

Overall, CobbFendley wanted to be an asset to the City. We wish to continue to help the City with this very ambitious and impressive plan to expand high-speed, reliable broadband service to underserved areas in the community.

CobbFendley recognizes the schedule and budget challenges in this project due to several items including resources, the environment post-pandemic, high inflation, shortage of material, etc. CobbFendley will continue to support this project in any way we can. To that end we have offered a fee reduction of 40%.

Thank you in advance for your consideration of this supplement.

Thank you for this opportunity.

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 1

The Contract between **Cobb, Fendley & Associates, Inc.** and the **City of Pharr** which was executed by the parties on **February 17, 2021** for the **Pharr City-Wide Fiber Project**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outlined in Attachment.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee as outlined in Attachment.

This amendment adds **\$490,304.93** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 2,313,892.63 to **\$ 2,804,197.56.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

**Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, TX 78572**

By: _____
Signature

Dan Warth, PE
ENGINEER

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

Anali Alanis
Interim City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: June 30, 2023

MEETING DATE: July 5, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 1 in the amount of \$4,000.00 to the Professional Engineering Services Agreement with Alvarado Architects & Associates, Inc. for the City of Pharr-Javelina Drive Monument Signs. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment Number 1 to the Professional Engineering Services Agreement with Alvarado Architects & Associate, Inc., is for additional design work that was requested for 2 additional Javelina monuments at the intersection of Cage Blvd. and Javelina Dr.

(Project# 1718-01-528-S017-244-002)

Fiscal Consideration: Original Agreement: \$16,000.00

Amendment No. 1: \$4,000.00

Revised Agreement: \$20,000.00

Staff Recommendation: Staff recommends approval of Amendment Number 1 in the amount of \$4,000.00 to the Professional Engineering Services Agreement with Alvarado Architects & Associates, Inc. for the Javelina Dr. monuments.

Alternatives: No alternatives.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Ruben Alfaro
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 6/30/2023
Approved - 6/30/2023
Approved - 6/30/2023
New -

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 1

The Contract between **Alvarado Architects & Associates, Inc.** and the **City of Pharr** which was executed by the parties on **July 21, 2020** for the **City of Pharr-Javelina Drive Monument Signs**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work
 - 1. Refer to Exhibit A – Scope of Services

This amendment adds **\$4,000.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 16,000.00 to **\$ 20,000.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

Alvarado Architects / Associated, Inc.
307 S. Main St.
Donna, Texas 78577

Erasmo Alvarado Jr.
Architect

By: 
Signature

ARCHITECT

SIGNED on this the 29th day of July, 20 21.

Ed Wylie
Interim City Manager
City of Pharr, Texas

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

EXHIBIT C-2 – FEE ESTIMATE

October 05, 2022

Fee Estimate for City of Pharr – Javelina Drive Signs AAA Project No. 1907

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

During the Schematic Design Phase of the Project, the City of Pharr Revised the Scope of Work to include Four (4) single-sided signs in lieu of the Two (2) double-sided signs.

The City of Pharr purchased the additional right of ways at the intersection of Javelina Drive and Cage Boulevard so that the additional signs could be incorporated into the project.

Alvarado Architects & Associates, Inc. agreed to increase the Total Fee from **\$16,000.00 to \$20,000.00** for a difference in cost of **\$4,000.00**.

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

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

ADDITIONAL SERVICES (2022 HOURLY RATES):

<u>EMPLOYEE OR CATEGORY</u>	<u>RATE</u>
President / Partner	\$250.00 / Hour
Vice President	\$225.00 / Hour
Associate	\$200.00 / Hour
Project Architect	\$175.00 / Hour
Project Manager	\$150.00 / Hour
Designer / CA	\$125.00 / Hour
Draftsperson / Intern	\$100.00 / Hour
Administrative	\$ 75.00 / Hour

END OF EXHIBIT C – FEE ESTIMATE



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: June 16, 2023

MEETING DATE: July 5, 2023

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to award a contract for the Downtown Park Statue Project to Mata G. Construction from Penitas, TX for the amount of \$39,600.00. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: On June 08, 2023, formal bids were opened, with one (1) respondent to the solicitation. The single bid was by Mata G. Construction for a total amount of \$39,600.00
(Project No. 2223-40-510-C06-781)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends award of contract for the Downtown Park Statue Project to the sole bidder, Mata G. Construction from Edinburg, TX, in the amount of \$39,600.00.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Ruben Alfaro
Mayra Gomez
Karla Saavedra
City Management Office

Created/Initiated - 6/16/2023
Approved - 6/30/2023
Approved - 6/30/2023
Approved - 6/30/2023
New -

Bid Response Summary

Bid Number	2223-40-510-C06-781
Bid Title	DOWNTOWN PARK STATUE
Due Date	Thursday, June 8, 2023 3:00:00 PM [(UTC-06:00) Central Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Mata G. Construction Inc
Submitted By	Oved Mata - Thursday, June 8, 2023 12:24:10 PM [(UTC-06:00) Central Time (US & Canada)] ivan@matagconstruction.com 9564589910

Comments

Question Responses

Group	Reference Number	Question	Response
Pricing Group - Pricing Section			
	01	STATEMENT OF QUALIFICATION FORM (PAGE 9)	DOWNTOWN STATUE QUALIFICATION.pdf
	02	BID PROPOSAL FORM (PAGE 20)	DOWNTOWN STATUE BID FORM SEALED.pdf
	03	ENTER NUMBER OF WORKING DAYS TO COMPLETE PROJECT (NOT TO EXCEED 30 WKG DAYS)	30
	04	ADDENDUM NO. 1 ACKNOWLEDGED	ADDM 1 DOWNTOWN PARK STATUE SIGNED 2.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Pricing Group - Pricing Section								
	01	STATUE FOUNTAIN & PEDESTAL (COMPLETE & IN PLACE)	Base	LS	1.00	\$34,600.00	\$34,600.00	
	02	CONTINGENCY ALLOWANCE	Base	LS	1.00	\$5,000.00	\$5,000.00	
Total Base Bid	\$39,600.00							

SECTION 00180
BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section contains the bidder's qualifications for the project.

1.02 DEFINITIONS

- A. Refer to Section 0700

1.03 BIDDER'S EXPERIENCE

- A. Bidder shall have experience, human resources and access to the equipment necessary for performing the project work. In addition, it is required that a minimum of 60% of the project be completed by the bidders' own workforce.
- B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work experience.
- C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours."

1.04 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

Bidder shall submit on the form furnished in this section for that purpose, a Statement of Bidder's Qualifications. The Owner shall have the right to take such steps or perform such investigations as it deems necessary to determine the ability of the bidder to perform the obligations under this Contract, and the bidder shall furnish any and all information or data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.05 STATEMENT OF QUALIFICATIONS FORM.

Date: MAY 31 , 2023.

Proposal of MATA G. CONSTRUCTION INC. (hereinafter called “Bidder”) a SMALL CORPORATION (Corporation, Partnership, LLC, LLP, etc.) organized and existing under the laws of the State of Texas.

To the City of Pharr (hereinafter called “Owner”).

Gentlemen:

The Bidder is in compliance with the Bidder’s Qualifications Section(s) of the specifications for the **DOWNTOWN PARK STATUE**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, hereby submits the following:

1.06 STATEMENT OF QUALIFICATIONS:

- A. Years of experience in similar type of projects:
- B. Work on similar type projects: Provide a minimum of three (3) similar type projects.
Complete reference forms included in **Attachment A**.
- C. Name of full-time superintendent and experience resume:
- D. Number of employees of the bidder that will be working on the project:
- E. Names of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience. The subcontractors shall have a minimum of three (3) years of experience.
- F. Provide information of available equipment.

PART 2 - P R O D U C T S - NOT USED

PART 3 - E X E C U T I O N – NOT USED

END OF SECTION

A. Years of experience in similar type of projects.

Mata . G. Construction Inc. has over 15 years of experience in commercial, institutional and municipal construction.

B. Work on similar type projects: Provide a minimum of three (3) similar type projects.

Mata G. Construction specializes in concrete construction and respective demolition. Dating as far back to 2008, we performed renovation to statue structures for Edinburg Museum as a subcontractor for D. Wilson Construction. However, most recently, related direction to concrete construction, Mata G. has performed the following projects:

1. 2021 Project:

- | | |
|--|--|
| 1. Sebastian Concrete Canastas, 5,200 sq. ft. (\$36,000) | Jeff Higgerson: 956-543-9018 |
| 2. D Wilson, Fiesta Nissan Concrete Pavement (\$48,000) | Josh Belgum: 956-279-2954 |

2. 2022 Project:

- | | |
|--|---|
| 1. Helena Avenue Sidewalk Improvements (\$688,000.) | Eduardo Mendoza: 956-874-8373 |
| 2. City of McAllen Firestation Foundation (\$50,000) | Zeff Mendoza: 956-867-7599 |

3. 2019 Project:

- | | |
|---|---|
| 1. North Alamo Waste Water Treatment Plant Improvements | North Alamo Project Engineer: |
| a. New Pre Engineered Building | Ivan Garcia 956-263-0934 |
| b. New Roadway and Canopies (\$264,993.00) | |

C. Name and full-time Superintendent and experience resume:

1. Full-time superintendent for the project will be Pablo R. Mata:

Pablo Mata began in construction in early 1980's. He began as a rod buster in the Houston TX area for companies such as Brown & Root and many other leading construction entities. After decades of experience, being lead man and foreman on the field, he moved to the Rio Grande Valley. In the year 2000 he began doing residential construction. From 20 to 30 custom homes built a year and the occasional commercial project. In 2005 he decided to do only commercial work building small retail centers, car washes and convenience stores. By 2007 Pablo R. Mata was incorporated and school foundations, tilt up walls, site grading and masonry became the company focus. Heavy duty pavements, retaining walls, asphalt pavements, and specialized concrete structures such as water gate structures and box culverts have been projects led by Pablo Mata

D. Number of Employees of the bidder that will be working on the project:

Mata G. Construction Inc. has six (6) employees that have extensive experience in concrete construction, demolition, and finishes. The employees on site will depend on current phase of the project, as we move forward through the following:

1. Mobilization and Preparation
2. Demolition-Water Feature adjustments.
3. Sub-grade Preparation and Compaction
4. Vapor Barriers, and Reinforcement Placement
5. Concrete Pre-Pour, Water Stops, Pour and Finish
6. Moisture Barriers to Structure
7. Finishes (Tile)

Project Manager active daily on the project: Oved Ivan Mata, PE.

Licensed in the State of Texas as a Professional Engineer within a Structural Discipline.

E. Names of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience. The subcontractors shall have a minimum (3) years of experience.

Mata G. Construction will be self performing most of this project. There will be only a tile subcontractor, Alejandro Garza Tile, Garza Tile has more than 15 years of experience performing tile installation in major school and municipal projects through out the state of Texas.

F. Provide information of available equipment.

Mata G. Construction Inc. owns the following equipment:

1. Backhoe John Deere JD310s
2. Motor Grader Chamion 710A
3. 54" Sheep Footer Compactor Bomag BW172PDB
4. 32" Smooth Roller Compactor Ingersoll Rand DD32
5. Husqavana 16" Blade Saw Cut FS 400 LV
6. Soft Cut 10" Norton GC55
7. Jack Hammer Demolition (2)

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown on the Specifications and Detail sheets.

Bidder hereby agrees to commence work under this contract within ten (10) days after notice to PROCEED is issued and complete the work within thirty (30) working days

Receipt is hereby acknowledged of the following addenda to the Contract Document:

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive any or all formalities.

Date: 5/31/2023

Respectfully Submitted:

Authorized Signor

OVED IVAN MATA



Type/Print Name (Authorized Signor)

PRESIDENT

Title

MATA G. CONSTRUCTION INC.

Legal Company Name

3601 TOM GILL RD.

Address

PENITAS TX 78576

City, State, Zip

956-458-9910

Business Phone

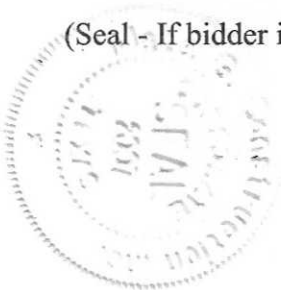
956-458-9910

Cell Number

IVAN@MATAGCONSTRUCTION.COM

E-Mail Address

(Seal - If bidder is a Corporation)



END OF SECTION



Pharr



CITY OF PHARR DOWNTOWN PHARR STATUE

PROJECT NO.: 2223-40-510-C06-781

PROPOSAL OPENING DATE: ***HAS BEEN EXTENDED – PLEASE SEE BELOW***

ADDENDUM NO. 1

Prospective bidders are advised that for the purposes of this project, all original bid requirements and Addendum No. 1 requirements as expressed herein shall be considered part of the bid package. As such, bidders are advised to recognize and comply with all aspects of this bid. Acknowledge receipt of this addendum by signing below and uploading to bidding portal: <https://pharr.procureware.com>

Bid opening has been extended to: Thursday, June 8, 2023 at 3:00 p.m. (CST)
(City Hall – 1st Floor Medium Lobby Room)

Clarifications/Questions have been extended to: Friday, June 2, 2023 at 5:00 p.m. (CST)

Mata G. Construction Inc.

Legal Company Name (Print/Type Name)

Signature, Acknowledge Add. #1

5/31/2023

Date

Mayra Gomez,
Purchasing Director

May 31, 2023

Date

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addenda which shall be made part of their Bid Submittal. Bidder(s) Signature on Addenda shall be interpreted as the vendor's "recognition and compliance to official changes" as outlined by the City of Pharr.

 Pharr
Purchasing
MEMORANDUM

DATE: June 12, 2023

TO: Ruben Alfaro, City Engineer

FROM: Mayra Gomez, Purchasing Director

SUBJECT: **Project No. 2223-40-510-C06-781 Downtown Park Statue
(Bid Expires 08/07/2023)**

A public bid opening for the above referenced project was conducted on June 08, 2023, at 3:00 p.m. Attached please find the bid tabulation and single bid submitted by Mata G. Construction from Edinburg, TX.

Please review all documents submitted and provide your recommendation through CivicClerk prior to the City Commission agenda deadline to allow ample time for my review and concurrence.

If any additional information is needed, please advise.



Pharr



BID OPENING: JUNE 08, 2023 AT 3:00 PM

LOCATION: CITY HALL 1ST FLOOR CONFERENCE ROOM

PROJECT NO.: 2223-40-510-C06-781 DOWNTOWN PARK STATUE

				BIDDERS:	MATA G. CONSTRUCTION INC. EDINBURG, TX
ITEM	DESCRIPTION	U/M	QTY		
1	STATUE FOUNTAIN & PEDESTAL (COMPLETE & IN PLACE)	LS	1		\$34,600.00
2	CONTINGENCY ALLOWANCE	LS	1		\$5,000.00
GRAND TOTAL:					\$39,600.00
BID BOND:					SUBMITTED
STATEMENT OF QUALIFICATIONS FORM (PAGE 9):					SUBMITTED
BID PROPOSAL FORM (PAGE 20):					SUBMITTED
ENTER NUMBER OF WORKING DAYS TO COMPLETE PROJECT (NOT TO EXCEED 30 WKG DAYS):					30
ADDENDUM NO. 1 ACKNOWLEDGED:					SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: June 15, 2023

MEETING DATE: July 5, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with GDJ Engineering, LLC, for Professional Engineering Services for Las Milpas Road from Jackson Road to Cage Boulevard and Cage Boulevard to I Road. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Staff is requesting authorization to negotiate a fee with GDJ Engineering, LLC, for Professional Engineering Services related to improvements to Las Milpas Road from Jackson Road to I Road.
(Project# 1920-01-528-S013-001-I)

Fiscal Consideration:

Proposal Amount: 2,197,344.23

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with GDJ Engineering, LLC, for improvements to Las Milpas Road from Jackson Road to I Road.

Alternatives: Negotiate a fair fee or move on to the next consultant in the pool.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 6/15/2023
Approved - 6/30/2023
Approved - 6/30/2023
Approved - 6/30/2023
New -

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: City of Pharr

CONTROL: _____

PROJECT/DESCRIPTION: Project Development & Design
(Schematic, Design Survey, PS&E, Permitted
& Compensable Utility Coordination & Bid
Package Development)

LENGTH: 2.25 Miles (Approx)

HIGHWAY: Las Milpas Road

LIMITS: From Jackson Road to Veterans Blvd.

PROJECT CLASSIFICATION

(Place an “X” in only one Project Classification)

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☒ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean GDJ Engineering.

CITY shall mean City of Pharr.

LPA shall mean City of Pharr.

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PRELIMINARY PROJECT DEVELOPMENT
(Function Code 102)

ADVANCED PLANNING MPO COORDINATION:

The ENGINEER will perform any needed preliminary/ongoing project planning which will include:

1. Meetings, Coordination & Support for Project Development
 - a. The Engineer will coordinate with the LPAs representatives at the MPO Technical Advisory Committee (TAC) and Policy Committee and serve in an advisory position to assist the LPA in obtaining funding for projects. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.
 2. Evaluate the LPAs Projects on Regional Planning Documents.
 - a. The Engineer will work with the LPA and the MPO to evaluate the status of the LPAs projects in the regional planning documents.
 - b. The Engineer will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
 - c. The Engineer will review the Unified Transportation Program (UTP) to ensure the LPAs Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.
 - d. The Engineer will review the Metropolitan Transportation Plan (MTP) to ensure the LPAs long range goals are properly listed on the MTP to advance opportunities for additional funding.
 - e. The Engineer will review and assess potential opportunities to advance the construction of the LPAs projects.
 - f. The Engineer will coordinate with the LPA to develop project mitigation plans in the event that there is a decrease in available funding for projects.
 3. Prepare Exhibits / Preliminary Estimates
 - a. The Engineer will assist the LPA with the preparation of preliminary project exhibits, maps, typical sections to allow for the development of preliminary project cost estimates for planning purposes.
 4. Draft Correspondence
 - a. The Engineer will assist the LPA with the preparation of drat correspondence to be used to advance the development of the LPAs priority projects.
 5. Develop Project Agreements
 - a. The Engineer will assist the LPA with the development of Interlocal Agreements and project agreements with TxDOT, for example Advanced Funding Agreements (AFA), to ensure the LPAs projects can be reviewed by TxDOT.
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EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PRELIMINARY PROJECT DEVELOPMENT:

The ENGINEER will perform any needed preliminary project development which will include:

1. Establish Preliminary Design Values
 - a. The Engineer will work with the LPA to establish basic design concepts, project controls and a general scope for the Project.
2. Prepare/Evaluate Preliminary Route Locations on Uncontrolled Mapping*
 - a. The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.
3. Uncontrolled Mapping (w/Contours & GIS Data)
 - a. The Engineer will investigate the existing routes and coordinate with the LPA on establishing the best-fit alignments and mapping proposed geometry for Projects. A Preliminary Location Exhibit will be developed.
4. Prepare Preliminary Hydrologic Map
 - a. The Engineer will develop a Hydrologic Map for the Projects. The Hydrologic Maps will be based on LIDAR and GIS information.
5. Investigate Preliminary ROW Requirements
 - a. The Engineer will research and identify affected property owners on the Projects alignment and proposed ROW utilizing the latest appraisal district file information from the Hidalgo County Appraisal District and subdivision plat information from Carson Maps.
6. Prepare Preliminary Cost Estimates
 - a. The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.
7. Preliminary Environmental Analysis (for Fatal Flaws)
 - a. The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.
8. Prepare a Project Fact Sheet for All Anticipated Costs
 - a. The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in the scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.
9. Meetings, Coordination & Support for Project Development
 - a. The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1, any Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA's staff on all Project related items.

* A Phase I or better survey for hazardous materials should be included as a determining factor of route selection. Projects which do not require additional ROW should be considered separately from an expansion or new location.

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Function Code 110)

ROUTE AND DESIGN STUDIES:

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Analyze Level of Service for Proposed Improvements
 2. Provide Traffic Evaluations and Projections
 3. Develop Roadway Design Criteria
 4. Prepare the Design Schematic
 - a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
 - b. Schematic Layout
 - i. Identify the location of interchanges, main lanes, grade separations, frontage roads and ramps, if applicable.
 - ii. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations, if applicable. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including “K” values, shall also be shown for ease of checking.
 - iii. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - iv. Provide a complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
 - v. Identify the tentative ROW limits
 1. Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
 2. Provide a graphics file containing the approved schematic.
 - vi. Provide the geometric configuration (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of the proposed highway main lanes, ramps, frontage roads, and cross roads.
 - vii. Identify the current and projected traffic volumes as provided by TxDOT (if On-System roadway) or by ENGINEER (if Off-System roadway) based on a 20 year traffic projection.
 - viii. Label the control of access lines if Interstate or designated under House Bill 179.
 - ix. Label the direction of traffic flow on all roadways.
 - x. Identify the location and width of any proposed median openings for highways without access control.
 - xi. Identify the geometrics of any speed change lanes (acceleration, deceleration, climbing, etc...).
 5. Coordinate and Attend a Project Design Concept Conference
 6. General Guidelines for Project Development
 - a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four
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EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the LPA has given the engineer written approval of the preliminary schematic layout.**

- b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
 - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the schematic checklist provided by the STATE.
 - d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
 - e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
 - f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
 - g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
 - h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
7. Traffic Analysis and Projections
- a. If the project is Off-System, the ENGINEER will provide all traffic analysis and projection data for the project as previously provided by TxDOT's Transportation Planning and Programming Division. The analysis will follow the STATE's SOP and the data will be approved by the STATE.
8. Final Hydrologic Map & Report
- a. The ENGINEER will provide a final hydrologic map to be submitted with the Schematic. This map will be considered part of the Schematic submittal.
 - b. A H&H report will be submitted along with the Hydrologic Map. The report will follow the guidelines set forth in TxDOT's Hydraulic Design Manual.
9. Geotechnical Investigations, Engineering & Report
- a. The ENGINEER shall provide geotechnical explorations and laboratory testing as needed for the project. All exploration soil borings shall be drilled in general accordance with
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EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ASTM D420 procedures, the samples will be collected in general conformance with ASTM D1586 procedures, and laboratory testing procedures will be performed in general accordance with Texas Department of Transportation TEX methods (or ASTM methods as required).

- b. The ENGINEER shall provide geotechnical engineering and analysis of the explorations and laboratory testing.
- c. The ENGINEER shall provide a signed/sealed geotechnical report of all findings including relevant recommendations for pavement design utilizing Flexible Pavement Design System FPS 21 published by the Texas Department of Transportation. The ENGINEER will specifically recommend pavement sections and materials needed for the pavement design. (lime percentage, salvage, thicknesses, etc...)

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. An Environmental Document shall be prepared anticipating one of the following levels of clearance:
 - i. A Categorical Exclusion
 - ii. A Finding of No Significant Impact
 - b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.
 - i. A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
 - ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
 2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
 - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
 3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
 - a. Historic Structure Studies
 - i. A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
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EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- b. Archeological Studies
 - i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
 - ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
 - iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
 - 4. Technical Reports

Technical reports will be scoped with TxDOT’s Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.

 - a. Traffic Noise Analysis
 - i. A traffic noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE’S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.
 - b. Air Quality Analysis
 - i. An air quality analysis shall be prepared in accordance with the STATE’S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.
 - c. Hazardous Materials
 - i. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
 - d. Biological Assessment
 - i. A Species Analysis and Site Assessment will be completed in accordance with the STATE’S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.
 - e. Water Resources
 - i. A Surface Water Analysis will be completed in accordance with the STATE’S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
 - f. Community Impact Analysis
 - i. A Community Impact Assessment will be completed in accordance with the STATE’S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
 - 5. General Guidelines for Preparation of Environmental Documents
 - a. All technical reports will be submitted electronically to TxDOT.
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EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
 - c. The draft administratively complete document will be submitted to TxDOT electronically.
 - d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
 - e. The administratively complete document will be submitted to TxDOT electronically.
 - f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.
- Exhibits in the environmental document shall be color copies and text shall be black and white.

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

- 1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
 - a. Establish Horizontal Control Points
 - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

- 2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
 - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
 - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
 - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
 - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
- 3. Other Field Surveying
 - a. **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
 - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
 - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
 - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
 - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
 - g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
 - h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
 - i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
 - j. Tie to existing underground and overhead utilities (location, elevation and direction)
 - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
 - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
 - k. Additional Field Surveying as shown below:
 - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
 - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
 - l. Driveways and Turnouts
 - i. Inventory commercial entrances, public roads and side streets separately.
 - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
 - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
 - iv. Obtain width at ROW line
 - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
 - m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
-

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's/LPA's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

ROADWAY DESIGN CONTROLS

(Function Code 160)

ROADWAY DESIGN:

The ENGINEER will perform roadway design services for the needed construction repairs along the project limits. The services will include:

1. Geometric Design
 - a. Horizontal and Vertical Alignment
 - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the LPA.
 - c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
2. Exhibits for Airway/Highway clearance permits (if within airport vicinity)
3. Grading Design
 - a. Refine the horizontal alignment including the following items
 - i. Typical Sections
 - ii. Design Cross Sections
 - iii. Determine Cut and Fill Quantities
 - iv. Slope Stability Analysis, if applicable
 - v. Embankment Foundation Stability Analysis, if applicable
 - vi. Embankment Settlement Analysis, if applicable

DRAINAGE

(Function Code 161)

DRAINAGE DESIGN:

The ENGINEER will perform drainage design services for the needed construction repairs along the project limits. All hydraulic design shall be in accordance with TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA. The services will include:

1. Hydraulic Studies, Discharges
 - a. Hydrologic Map showing drainage areas, contours and drainage Q's.
 - b. Drainage area maps showing existing conditions and proposed improvements.
 - c. Hydrologic data/discharge determination
 2. Hydraulic Drainage Study & Documentation
 - a. Hydraulic Computations, if applicable
 - i. Storm water detention available within the ROW (linear ft. alongside drain ditch).
 - ii. Storm water detention available outside the ROW (as per local Drainage District)
 - iii. Culverts
-

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- iv. Bridge Waterways
 - v. Channels
 - vi. Storm sewers/inlets
 - vii. Pump Stations
 - viii. Storm Water Management Facilities
 - ix. Irrigation Canals/Siphons
 - b. Hydraulic Reports
 - c. Federal Emergency Management Agency (FEMA) floodway requirements
 - d. Determine impact of proposed drainage plan on Drainage District or Irrigation District receiving streams
3. Layout, Structural Design and Detailing of Drainage Features
- a. Culverts
 - i. New Culverts
 - ii. Culvert widening and/or lengthening
 - iii. Culvert replacements
 - b. Storm Sewers
 - i. New storm sewers
 - ii. Modify existing storm sewers
 - iii. Inlets
 - iv. Manholes
 - v. Trunk lines
 - c. Subsurface drainage at retaining walls
 - d. Outfall channel(s) within the ROW
 - e. Outfall channel(s) outside the ROW
 - f. Detention Pond(s) within the ROW
 - g. Detention Pond(s) outside the ROW
 - h. Summary of Quantities
4. Storm Water Pollution Prevention Plan (SW3P)
5. Scour Evaluation – Waterway structures only (to be completed under FC 170)

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

PAVEMENT MARKINGS:

The ENGINEER will provide pavement marking layouts for the needed construction repairs along the project limits. The services will include:

- 1. Signing and Markings Layout
 - a. Roadway layout
 - b. Center line with station numbering
 - c. ROW lines
 - d. Culverts and other structures that present a hazard to traffic
 - e. Location of utilities, if not shown on plan and profile
 - f. Existing signs to remain, to be removed, to be relocated
 - g. Proposed signs (illustrated and numbered)
 - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
-

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
 - j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
 - k. Quantities of existing pavement markings to be removed
 - l. Proposed delineators and object markers
 2. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
 - a. The location of interchanges, main lanes, grade separations, frontage roads and ramps
 - b. Complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
 - c. The number of lanes in each section of proposed highway and the location of changes in number of lanes
 - d. The projected traffic volumes as provided by the STATE (20-year traffic projection, unless otherwise determined by the District Engineer)
 - e. Tentative ROW limits
 - f. Direction of traffic flow on all roadways
 - g. Main lane, ramp, frontage road and necessary cross road profiles at proposed interchanges or grade separations
 3. Summary of Small Sign Tabulation
 4. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
 5. Sign Detail Sheets
 - a. All signs except for route markers
 - b. Design details for large guide signs
 - c. Dimensions of letters, shields, borders, corner radii, etc.
 - d. Designation of shields attached to guide signs
 - e. Designation of arrow used on exit direction signs
 6. Traffic Signals (if applicable)
 - a. Development of Justification (Warrant) Data
 - i. Location Map
 - ii. Photographs as appropriate
 - iii. Accident data as appropriate
 - iv. Vehicle volumes (existing, estimated, projected, and pedestrian)
 - v. Traffic Survey – Count Analysis
 - vi. Recommendation based on the collected data
 - b. Layout
 - i. Title Sheet (when applicable)
 1. Describe the location
 2. Type of installation
 3. Area map with project limits for each location
 4. Index of sheets
 5. Space for official signatures
 - ii. Estimate and quantity sheet (when applicable)
 1. List of all bid items
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EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 2. Bid item quantities
 - 3. Specification item number
 - 4. Paid item description and unit of measure
 - iii. Basis of estimate sheet
 - iv. General notes and specification data sheet
 - v. Condition Diagram
 - 1. Highway and intersection design features
 - 2. Roadside development
 - 3. Traffic control including illumination
 - vi. Plan Sheets(s)
 - 1. Existing traffic control that will remain (signs and markings)
 - 2. Existing utilities
 - 3. Proposed highway improvements
 - 4. Proposed installation
 - 5. Proposed additional traffic controls
 - 6. When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks
 - 7. Proposed illumination attached to signal poles
 - vii. Notes for plan layout
 - viii. Elevation sheet(s) (span wire design)
 - ix. Phase sequence diagram(s)
 - 1. Signal locations
 - 2. Signal indications
 - 3. Phase Diagram
 - 4. Signal sequence table
 - 5. Flashing operation
 - 6. Preemption operation
 - 7. Interval timing, cycle length and offset
 - x. Construction Detail Sheets
 - 1. Poles, Detectors, Pull box and conduit layout & Controller Foundation
 - xi. Marking Details (when applicable)
 - xii. Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
 - xiii. Aerial or underground interconnect details (when applicable)
 - c. General Requirements
 - i. Contact the local utility company
 - 1. Confirm Power Source
 - 2. Discuss route of aerial or underground interconnect cable
 - 3. Adjustment of overhead utility lines
 - ii. Prepare governing specifications, special provisions list and estimate
 - d. Summary of Quantities
-

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

MISCELLANEOUS ROADWAY
(Function Code 163)

TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

1. The Sequence of Construction and method of handling traffic during each phase
2. Roadway layout
3. Center line with station numbering
4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...
5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
6. Where detours are provided, typical cross sections shall be shown.
7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

COMPUTE AND TABULATE QUANTITIES:

The ENGINEER will provide a summary of quantities sheet in the plans identifying all estimated project quantities.

PROJECT ESTIMATE:

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

SPECIFICATIONS AND GENERAL NOTES:

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

PROJECT MANAGEMENT
(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall meet and coordinate with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.

1. Compensable Utilities
Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- a. Preliminary Design Consultations
 - i. Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.
- b. Field Observations and Verifications
 - i. Provide maps to Utility providers to “redline” and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.
- c. Exchange of Information with Utility Providers
 - i. Provide project schedule
 - ii. Request schedules for utility adjustments
 - iii. Identify who is responsible for utility process
- d. Confirmation of Property Interests
 - i. Request Documents
 - ii. Coordination of data on maps and citation of property interest documents
 - iii. Confirm utilities are within easements
- e. Coordination of Agreements
 - i. Identify utilities that are compensable
 - ii. Determine parties and agreements necessary to complete compensable process
 - iii. Coordinate execution and processing of Standard Utility Agreements
- f. Utility Meetings Throughout Project Development
 - i. Set up and coordinate utility meetings during planning, design, acquisition and construction phases
 - ii. Attend and participate in meetings by other parties

CONSTRUCTION PHASE SERVICES

(Function Code 320)

CONSTRUCTION BIDDING:

The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals/bid documents as prepared under PS&E.

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

MEETINGS:

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

DESIGN RESPONSIBILITIES:

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

DOCUMENT AND INFORMATION EXCHANGE:

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

PROPOSAL TIME:

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539



"Exhibit C"
Fee Estimate

Las Milpas Road - Project Development & Design

			MANHOURS									
Project Development (Schematic, Environmental, Survey, PS&E, Geotech & Utilities) - City of Pharr - Las Milpas Road Project			Principal/Senior Project Manager	Project Manager	Agency Coordination Manager	Project/Design Engineer	EIT	Engineering Tech	Environmental Specialist	Admin/Clerical	Total Hours	Total Line Item Cost
TASK												
Schematic, Environmental & Traffic Analysis - Jackson Rd to I Road												
	1	Environmental Document (TxDOT/FHWA Clearance)	18	40	346				580	212	1196	\$ 151,370.00
	2	Public Involvement for the Project w/1 Public Meeting	10	18	80	88			64	28	288	\$ 40,772.00
	3	Archeological & Historical Research	SUBCONSULTANT ARCHAEOLOGICAL & HISTORICAL COST									\$ 68,009.50
	4	Topographic Survey & SUE Level A	SUBCONSULTANT SURVEY COST									\$ 127,620.00
	5	Schematic Development Through TxDOT Approval	74	160	92	202	236	316			1080	\$ 139,990.00
	6	H&H Report/Hydrologic Map	40	82	36	154		208			520	\$ 69,982.00
	7	Level of Service Analysis (TxDOT Requirement)	SUBCONSULTANT TRAFFIC COST									\$ 22,500.00
	8	Traffic Projection Development (Off-System Rdwy - TxDOT Requirement)	SUBCONSULTANT TRAFFIC COST									\$ 20,000.00
	9	Traffic Signal Warrant Analysis @ I Road	SUBCONSULTANT TRAFFIC COST									\$ 10,000.00
	10	Public Involvement for the Project w/1 Public Hearing	6	12	64	82			68	16	248	\$ 35,118.00
		Subtotal (Schem, Env & Traffic)	148	312	618	526	236	524	712	256	3332	\$ 685,361.50
PS&E, Geotech & Utilities - Jackson Rd to Cage Blvd.												
	11	PS&E Development	162	322	166	952	1344	1670		228	4844	\$ 540,048.00
	12	Traffic Signal Design (1-Adjustment)	SUBCONSULTANT TRAFFIC COST									\$ 12,500.00
	13	Geotechnical Testing/Engineering & Pavement Design	SUBCONSULTANT GEOTECHNICAL COST									\$ 80,229.37
	14	Permitted Utility Coordination	8	28	38	108	58	132		40	412	\$ 47,426.00
	15	Compensable Utility Coordination	30	70	82	222	100	262		40	806	\$ 98,672.00
	16	Project Site Visits, Meetings & Management	18	32	30	36				8	124	\$ 20,714.00
	17	Local Let Bid Package Development	16	42	86	94				4	242	\$ 39,306.00
		Subtotal (PS&E, Geotech & Utilities - Jackson Rd to Cage Blvd.)	234	494	402	1412	1502	2064	0	320	6428	\$ 838,895.37
PS&E, Geotech & Utilities - Cage Blvd. to I Road												
	18	PS&E Development	104	224	118	702	1140	1502		208	3998	\$ 429,952.00
	19	Traffic Signal Design (1-Adjustment)	SUBCONSULTANT TRAFFIC COST									\$ 12,500.00
	20	Geotechnical Testing/Engineering & Pavement Design	SUBCONSULTANT GEOTECHNICAL COST									\$ 63,037.36
	21	Permitted Utility Coordination	8	24	32	86	42	108		40	340	\$ 39,030.00
	22	Compensable Utility Coordination	18	56	66	188	82	204		40	654	\$ 79,320.00
	23	Project Site Visits, Meetings & Management	10	28	26	30				8	102	\$ 16,630.00
	24	Local Let Bid Package Development	14	32	70	82				4	202	\$ 32,618.00
		Subtotal (PS&E, Geotech & Utilities - Cage Blvd. to I Road)	154	364	312	1088	1264	1814	0	300	5296	\$ 673,087.36
Total Labor Hours			536	1170	1332	3026	3002	4402	712	876	15056	
Contract Rate			\$ 225.00	\$ 195.00	\$ 160.00	\$ 144.00	\$ 95.00	\$ 82.00	\$ 125.00	\$ 55.00		
Total Labor Costs			\$ 120,600.00	\$ 228,150.00	\$ 213,120.00	\$ 435,744.00	\$ 285,190.00	\$ 360,964.00	\$ 89,000.00	\$ 48,180.00		\$ 2,197,344.23

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

\$ -

GDJ Engineering Total Cost

\$ 2,197,344.23



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: June 26, 2023

MEETING DATE: July 5, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the service contract for Performance Management Software with Ascendant Strategy Management Group, LLC dba ClearPoint Strategy from Boston, MA through General Services Administration (GSA) Cooperative Contract number 511210. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: Service contract extension for the Performance Management Software Project# 2122-01-523-IPQ074-003 (Year 2 of 3)

Fiscal Consideration: \$26,178.20

Staff Recommendation: Department recommends to approve the extension for the Performance Management Software for one (1) additional year being year 2 of 3 as per the original proposal.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Melanie Cano
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 6/26/2023
Approved - 6/26/2023
Approved - 6/27/2023
Approved - 6/27/2023
Approved - 6/29/2023
New -

Proposal

for City of Pharr, TX

Prepared for

Melanie Cano
City of Pharr, TX

Prepared by

Matt Pennypacker
ClearPoint Strategy



Table of Contents

A Customized Solution

The ClearPoint Difference

Trusted and Proven

Pricing Overview

Features & Plans

Safe and Secure

Sign Here to Subscribe



A Customized Solution

Melanie,

Thank you for your time and for considering ClearPoint! I have enjoyed learning about City of Pharr, TX & your requirements for this project and am confident that we have the best solution for your needs.

Before diving into pricing, here is a brief summary of the project goals we discussed:

- Automating your reporting process to cut down on manual work and rework
- Simplifying data collection from both people and systems
- Unlocking data that exist in silos across the organization
- Aligning your projects, goals, and metrics
- Saving time & increase productivity
- Getting to a "single version of the truth" for all management reports
- Showing clear alignment between projects & strategy
- Building reports that show insights, not just data
- Creating tailored reports based on audience from the same data source

Thanks!

Matt

The ClearPoint Difference



ClearPoint Strategy helps leading organizations around the world automate up to 70% of their manual their strategy reporting process. Only ClearPoint integrates and automates on-premise, SaaS, and manual reporting to save you time and money.

With ClearPoint, organizations can automate their reporting process and eliminate the need for manual data collection and formatting reports. The easy to use interface makes creating dashboards, reports, scorecards and more easy for any end user, regardless of their technical expertise.

Combined with an Award-Winning Customer Success team that is expert in both performance management and technology, you have a partner in ClearPoint Strategy that will help you drive breakthrough results.

Trusted and Proven

Hundreds of companies from around the world choose ClearPoint to power their management reporting. We pride ourselves on building a great product that is backed up by a award-winning Customer Success team.

Award-Winning Strategy Execution and Reporting Software



Winning awards from Mid-Market to Enterprise, and Implementation through Support, ClearPoint continues to dominate the Strategy Execution category of G2.

These awards are entirely based on customer feedback and experience.

Service and Support That Go Above and Beyond

Your process is always changing and improving, and our partnership will too. ClearPoint will support you every step of the way.



Pricing Overview

The pricing below is for a 12 month ClearPoint subscription, starting on July 30th, 2022. Access to ClearPoint will begin on the day of contract execution. This pricing is valid until Sep 3, 2022. Prices are in US dollars. The pricing below is for the first 12 months of the annual recurring subscription fees plus any one time costs.

Name	Price	Qty	Discount	Subtotal
Enterprise Package All Professional Plan features plus additional calculation and evaluation fields, ability to make bulk changes, access to our API and other advanced features. Includes 25 users, unlimited view only users, 3 Premium support named contacts, and allows purchase of Update-Only users. GSA 511210-300	\$22,579.35	1	\$0.00	\$22,579.35
Setup and Configuration Support in putting information into ClearPoint, creating reports and layouts and generally helping out with the management of ClearPoint. Priced per day. GSA 54151S	\$179.47	27	\$0.00	\$4,845.69
WordPress Dashboard Initial setup for a public-facing WordPress dashboard. GSA 54151S	\$179.47	75	\$0.00	\$13,460.25
Dashboard Hosting Annual fee for hosting a public facing dashboard. GSA 511210-400	\$906.80	1	\$0.00	\$906.80
ClearPoint - Dashboard Support Credit for 16 hours of ClearPoint professional services to maintain a public facing dashboard. Credit must be used within 12 months. GSA 54151S	\$179.47	15	\$0.00	\$2,692.05
Total				\$44,484.14

Breakdown of Costs: *Clearpoint agrees to honor 2 year extension after Year 1*

Year 1 - \$44,484.14 (this includes the public facing dashboard setup and ClearPoint account setup – one-time fees)

Year 2 - \$26,178.20 (contingent on no changes made to the plan, i.e., adding licenses etc. as this would increase the price)

Year 3 - \$26,178.20 (contingent on no changes made to the plan, i.e., adding licenses etc. as this would increase the price)

There will be no 5% renewal escalation for the first 3 years of this agreement

Features & Plans

Overview	Description
Basic Plan	For departments or smaller organizations that are just getting started with strategy reporting, the Basic Plan includes the fundamentals get your team working together to track your goals, KPIs, and projects. Includes unlimited dashboards, metrics, and reports, and 5 users.
Professional Plan	For divisions or mid-size organizations that want to automate their strategy reporting process, the Professional Plan includes automation features to help organization save up to 70% of the time they spend reporting. Includes everything in Basic, plus scheduled tasks, advanced calculations, integrations, and advanced branding options.
Enterprise Plan	The Enterprise Plan is designed for larger organizations or those with complex reporting and management needs. Includes everything in the Pro Plan, plus advanced project evaluation, bulk account changes, scripting, and API access for complex on-premise and cloud based integrations. Also support SAML SSO and integrated Office 365 / Google authentication.

For more information on ClearPoint features by package, please visit our [Pricing Page](#).

Safe and Secure

Your security is a top priority at ClearPoint. Your business documents contain information that only you and your employees need to see, and we intend to keep it that way. Every day we ensure that our security is parallel with industry standards and compliance.



Amazon Web Services

ClearPoint was designed from the ground up to ensure the safety and security of your important data. Our servers live in secure Amazon Web Services (AWS) locations in Virginia and Oregon, allowing both redundancy and failover capability from both coasts. The ClearPoint network at AWS is not interconnected with the company network, and all admin access is over a two-factor VPN.

Proactive Monitoring & Testing

Our servers are monitored for any emerging security threats nightly, and scanned monthly for all known threats. In addition, we perform a third-party penetration test twice annually to ensure there are no surfaces for attack or data leakage. We also have automated monitoring and alerting of our security against the AWS Foundations Benchmark and the AWS Security Best Practice benchmarks.



Sign Here to Subscribe

By signing below, I hereby acknowledge I am authorized to enter into this contract and that I have read this Proposal and understand and agree to the terms and conditions of the ClearPoint End User License agreement.

Customer Primary Contact

Melanie Cano
956402-4000
melanie.cano@pharr-tx.gov

Customer Billing Contact

Melanie Cano
9564024000
melanie.cano@pharr-tx.gov

Accepted By (Customer)

Melanie Cano

Accepted Date

2022-08-05

Subscription Terms

The Recurring and One-time fees will be invoiced upon signing this agreement with a Net 30 payment. The one-time fees will be held as a credit that will be drawn down over the first 6 months of this agreement when used.

The Initial Term of this Agreement is 12 months.

Thereafter, this Agreement will automatically renew for successive periods of 12 months. If you cancel ninety (90) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

ClearPoint reserves the right to charge Late Fees on any outstanding payments of 30 days or more. Late fees will be the lesser of (1) 1.5% per month or (2) the maximum allowed by law.

Payment Instructions

By Check

ClearPoint Strategy
75 Arlington Street, 5th Floor
Boston, MA 02116

EFT/ACH Instructions

Bank Name: First Horizon Bank
SWIFT Code: FTBMUS44
ABA/RTN: 084000026
Account Number: 20002188570

Credit Card

Payment by credit card available with a 5% convenience fee

Signature Certificate

Reference number: RUWWM-3KJFS-JOAZF-SNLN5

Signer

Melanie Cano

Email: melanie.cano@pharr-tx.gov

Shared via link

Sent:

Viewed:

Signed:

Timestamp

04 Aug 2022 15:06:18 UTC

04 Aug 2022 15:40:33 UTC

05 Aug 2022 14:16:52 UTC

Signature



IP address: 64.88.195.82

Location: Pharr, United States

Document completed by all parties on:

05 Aug 2022 14:16:52 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



ClearPoint Master Subscription Agreement

CLEARPOINT STRATEGY (CLEARPOINT OR SERVICE) TERMS OF USE:

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE LOGIN PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF ASCENDANT STRATEGY MANAGEMENT GROUP LLC'S (ASCENDANT'S) ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

Welcome

As part of the Service, Ascendant will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Ascendant website incorporated by reference herein, including but not limited to Ascendant's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security; Disclosure

Ascendant's privacy and security policies may be viewed at <http://www.ascendantsmg.com>. Ascendant reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Ascendant occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that Ascendant can disclose the fact that you are a paying customer and the edition of the Service that you are using.

2. License Grant & Restrictions

Ascendant hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Ascendant and its licensors.

You may not access the Service if you are a direct competitor of Ascendant, except with Ascendant's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former

Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Ascendant immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Ascendant immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Ascendant user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Ascendant does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Ascendant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Ascendant shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Ascendant will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Ascendant reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Ascendant shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

Ascendant alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Ascendant Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Ascendant Technology or the Intellectual Property Rights owned by Ascendant. The Ascendant name, the Ascendant logo, and the product names associated with the Service are trademarks of Ascendant or third parties, and no right or license is granted to use them.

6. -Intentionally left blank --

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. Payments must be made annually in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Center. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide Ascendant with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month

8. Billing and Renewal

Ascendant (or its authorized Reseller, where applicable) charges and collects in advance for use of the Service. Ascendant (or its authorized Reseller) will automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless Ascendant (or its authorized Reseller) has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Ascendant's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Ascendant's income.

You agree to provide Ascendant (or its authorized Reseller) with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Ascendant (or its authorized Reseller) reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

In addition to any other rights granted to Ascendant herein, Ascendant (or its authorized Reseller, where applicable) reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or Ascendant (or its authorized Reseller) initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Ascendant (or its authorized Reseller) may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Ascendant (or its authorized Reseller) reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that

Ascendant has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

10. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. For all editions, the Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon in an Order Form. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Ascendant's then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Ascendant will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Ascendant has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of your payment obligations or unauthorized use of CLEARPOINT or Service will be deemed a material breach of this Agreement. Ascendant, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Ascendant may terminate a free account at any time in its sole discretion. You agree and acknowledge that Ascendant has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Ascendant represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Ascendant help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

13. Mutual Indemnification

To the extent allowed by law, You shall indemnify and hold Ascendant, its licensors, its authorized Resellers, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Ascendant (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Ascendant of all liability and such settlement does not affect

Ascendant's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Ascendant shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Ascendant of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Ascendant; provided that you (a) promptly give written notice of the claim to Ascendant; (b) give Ascendant sole control of the defense and settlement of the claim (provided that Ascendant may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Ascendant all available information and assistance; and (d) have not compromised or settled such claim. Ascendant shall have no indemnification obligation, and you shall indemnify, to the extent allowed by law, Ascendant pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

14. Disclaimer of Warranties

ASCENDANT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. ASCENDANT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ASCENDANT AND ITS LICENSORS.

15. Internet Delays

ASCENDANT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ASCENDANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO

ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Ascendant and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

19. Notice

Ascendant may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Ascendant's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Ascendant's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Ascendant (such notice shall be deemed given when received by Ascendant) at any time by any of the

following: letter sent by confirmed facsimile to Ascendant at the following fax number: (617) 848-2941; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Ascendant at the following addresses: Ascendant Strategy Management Group, 75 Arlington Street, 5th Floor, Boston, MA 02116, addressed to the attention of: Chief Financial Officer.

20. Modification to Terms

Ascendant reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Ascendant but may be assigned without your consent by Ascendant to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Ascendant directly or indirectly owning or controlling 50% or more of you shall entitle Ascendant to terminate this Agreement for cause immediately upon written notice.

22. General

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Hidalgo County, TX. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Ascendant as a result of this agreement or use of the Service. The failure of Ascendant to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ascendant in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Ascendant and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Ascendant website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Ascendant from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the contract

term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Center" means Ascendant's online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "Ascendant" means collectively Ascendant Strategy Management Group, LLC, a Massachusetts corporation, having its principal place of business at 75 Arlington Street, 5th Floor, Boston, MA 02116. "Ascendant Technology" means all of Ascendant's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Ascendant in providing the Service; "Service(s)" means the specific edition of Ascendant's online customer relationship management, billing, data analysis, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by Ascendant, accessible via <http://www.AscendantSMG.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by Ascendant, to which you are being granted access under this Agreement, including the Ascendant Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Ascendant at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@ascendantsmg.com.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: June 28, 2023

MEETING DATE: July 5, 2023

FROM: Melanie Cano, O.S.E. Director

DEPARTMENT: OSE

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, authorizing City Manager to enter an agreement with Texas Manufacturing Assistance Center (TMAC) - University of Texas Rio Grande Valley (UTRGV) for the annual strategic plan evaluation. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City's inaugural strategic plan received approval from the Board of Commission in May 2022, and as we approach September 2023, we are on the verge of completing our first fiscal year. In this regard, TMAC will collaborate closely with the City of Pharr OSE department and the appropriate staff to facilitate the annual review and revision of the strategic plan. Our aim is to ensure that the strategic plan remains relevant and aligned with the evolving needs and priorities of the city. (Project #2223-01-523-S49-01)

Fiscal Consideration: This amount is budgeted for current FY.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melanie Cano
Melanie Cano
Ricardo Rodriguez
Mayra Gomez
Karla Saavedra
City Management Office

Created/Initiated - 6/28/2023
Approved - 6/28/2023
Approved - 6/28/2023
Approved - 6/28/2023
Approved - 6/29/2023
New -



at The University of Texas Rio Grande Valley

1201 W. University Dr. CRMF 1.301

Edinburg, Texas 78539

Telephone: (956) 665-7011

Fax: (956) 665-7079

Email: tmac@utrgv.edu

PROPOSAL FOR SERVICES

Proposal Title:	Strategic Plan Evaluation (Training & Partial Execution)
Project Manager:	Jesse Cano
Proposal No:	062123-01
Date:	June 21, 2023

Client:	City of Pharr
Address:	118 S. Cage Blvd., TX, 78577
County:	Hidalgo
Contact Person:	Ms. Anali Alanis
Secondary Contact:	Ms. Melanie Cano
Phone:	(956) 402-2600
Fax:	
Type of Business:	Government Entity
No. of Employees:	100+

The Texas Manufacturing Assistance Center (TMAC) at The University of Texas Rio Grande Valley (UTRGV) is pleased to submit the following proposal to CITY OF PHARR. The objective, scope, key tasks, as well as the estimated hours for the preparation, execution, and follow-up of events are outlined below.

BACKGROUND

TMAC at UTRGV is an affiliate of the Manufacturing Extension Partnership (MEP) program of National Institute of Standard and Technology. See TMAC's web page at www.utrgv.edu/tmac to learn more about TMAC South Texas.

TMAC at UTRGV has a successful history of assisting organizations in the application of Lean, Six Sigma, Strategic Excellence, Safety and other techniques through both onsite and online facilitation and training. Our approach is to encourage employee involvement to transfer knowledge so that improvements can be continued and sustained by the organization.

SCOPE OF WORK

TMAC Trusted Business Advisors (TBAs) will work together with the City of Pharr's Office of Organization and Strategic Excellence Department (OSE) and assigned personnel to assist with the annual strategic plan review and update.

TMAC Trusted Business Advisors will assist the City of Pharr per the project outline below and perform a complete evaluation of one priority area that will be selected by OSE team. The hours will be split into online or in-person work sessions and scheduled accordingly with the OSE team.

Note: Some of the project work hours will be utilized by TMAC Specialists in the office to prepare for work sessions, run analysis, generate reports, and complete any other tasks that will aid the progress and success of the project.

Project Outline:

- Roadblocks, Challenges & Lessons Learned
 - Document and review any challenges/issues faced during the first year.
 - Document any lessons learned about the implementation of the SP.
- Mission, Vision & Core Values
 - Review the mission/vision statements and core values to confirm validity and alignment.
- Strategic Priority Areas
 - Review and confirm priority areas are still relevant to achieve the organization's mission.
 - Review priority area KPIs (progress over the year, issues, correct indicator, etc.)
 - Document all updates (if applicable)
- Strategic Goals
 - Confirm validity and alignment of goals.
 - Review progress of goals (KPIs, completed, delayed, postponed, due dates, etc.),
 - Determine relevance of problematic goals (remove, update, etc.).
 - Determine if additional goals are needed.
 - Document all updates (if applicable).

- Strategic Actions
 - Confirm validity and alignment of actions.
 - Review progress of actions (KPIs, completed, delayed, postponed, due dates, etc.),
 - Determine relevance of problematic actions (remove, update, etc.).
 - Determine if additional actions are needed.
 - Document all updates (if applicable).
- Documentation & Deployment
 - Document all changes to the strategic plan and supporting data/information.
 - Inform all owners of changes to the strategic plan (signoffs, meetings, etc.)
 - Publish/release updated strategic plan.

Note: the proposed hours are an estimation based on the experiences of the Advisors and could be completed sooner or may require more time. If it is determined and/or requested by The City of Pharr that additional hours are needed to assist with deliverable(s), TMAC will do so and update the proposal accordingly with The City of Pharr's approval.

Project Deliverable:

- Project Report detailing results from the strategic planning evaluation.

CLIENT RESPONSIBILITIES

TMAC expects the CITY OF PHARR leadership team and participants to:

- Have all participants and/or be ready for the sessions.
- Keep interruptions to a minimum, emergencies only.
- Provide an adequate meeting space (if applicable).
- Actively participate during the sessions and discussions.
- Complete all prework, action items and/or assignments.

LOCATION OF EVALUATION SESSIONS

TBD.

Project Investment

	<u>Amount</u>
City of Pharr Strategic Plan Evaluation	\$8,750.00
Partner Discount	(\$1,850.00)

Investment: \$6,900.00

TERMS OF PAYMENT:

- All prices are in US dollars.
- Payment is due before or on the day of support, upon invoice received.
 - 50% before or on the first day of support
 - 50% on or before the last day of support
- Payment may be made by Bank Transfer, Purchase Order, Credit Card (Visa or MC), Money Order or Check* (*US dollars only)

This proposal is valid for 60 days after the date of issuance.

The cost for this training is \$6,900.00. If the scope of work or required effort changes during the course of the project, additional funding may be required with City of Pharr's agreement.

TERMS AND CONDITIONS:

1. UTRGV will perform this quotation in accordance with client written instructions and or specifications.
2. If no written instructions or specifications were available, UTRGV will follow standard industry practices.
3. Any deviation or alternation from services quoted involving extra costs will only be executed upon receipt of written orders executed by client authorized representative and will become an extra charge over and above the quoted price.
4. All payments are due and payable per terms of this proposal. Invoices will be submitted per terms of payment and are due and payable within 15 days.
5. All prices are based on current costs and can only be revised by written agreement of both parties. UTRGV reserves the right to revise prices in case of major cost increases.
6. Upon request by UTRGV, client agrees to participate in a customer satisfaction survey conducted on behalf of the National Institute of Standards and Technology of the US Dept of Commerce.
7. Client shall be held accountable for payment of expenses incurred due to contract cancellations. A 20% fee before commencement of project and if project is in progress, an assessment of expenditures will be conducted along with the 20% cancellation fee.

Indemnification: CITY OF PHARR shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold The University of Texas Rio Grande Valley (UTRGV) harmless from liability resulting from the negligent acts or omissions of CITY OF PHARR, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement provided. However, that CITY OF PHARR shall not hold UTRGV harmless from claims arising out of the negligence or willful malfeasance of UTRGV, its officers, agents, or employees, or any person or entity not subject to CITY OF PHARR supervision or control.

Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law. The University of Texas Rio Grande Valley (UTRGV) and CITY OF PHARR shall use the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260. To attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

ACCEPTANCE OF PROPOSAL

The undersigned parties bind themselves to accept the terms and conditions specified above.

Representing Party

Performing Party

Ms. Anali Alanis
City Manager
City of Pharr

Mr. David Ortiz
Region Director
TMAC South Texas

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: June 28, 2023

MEETING DATE: July 5, 2023

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Residential Fiber Installation labor services for TeamPharr.net with STX Underground LLC from Brownsville, Texas through The Interlocal Purchasing System (TIPS) Cooperative Contract number 211001. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr is needing to hire another contractor to continue to install residential homes due to large amount of customer demand. STX Underground can provide these labor services without affecting their construction services. (PROJECT #2223-32-512-S50-01)

Fiscal Consideration: \$280 per home base install fee.

Staff Recommendation: Staff recommends approval of proposal.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Mayra Gomez
Cynthia Garza
Ricardo Rodriguez
Karla Saavedra
Anali Alanis

Created/Initiated - 6/28/2023
Approved - 6/29/2023
Approved - 6/29/2023
Approved - 6/29/2023
Approved - 6/29/2023
Final Approval - 6/29/2023

STX UNDERGROUND LLC PRICE LISTING - CITY OF PHARR

The following City of Pharr spreadsheets are completed with pricing proposals and commentary for particular pricing clarifications:

Exterior Fiber Drops

Interior ONT Installations

PROPOSAL FROM STX UNDERGROUND LLD

TIPS # 211001

Exterior Drop	Est Qty	Unit of Measure	Unit Price RES
Site Survey (Not applicable as part of scope - pricing included in case of service being requested by City of Pharr)			
Includes, but not limited to: • On-site building survey for drop/wire schemes • Station counts • Install planning and coordination/scheduling with client • Charge applied if service is not rendered	-	Each	\$25.00
Comments to item above	Pricing will not apply as City of Pharr provides this service.		
Underground Drop			
• Installation (Hand made Trench) of direct bury fiber average 100' from handhole/vault to premise • Installation of tracer wire • Installation of external NID at premise • Fiber connection from vault to NID using two-count drop fiber (pre-connectorized) • Patch down at LCP/HUT • Record optical power meter readings at LCP/HUT • Restoration of grounds	-	Each	Part of \$280
Direct Bury Fiber rate after 100Ft		Per Ft	\$1.25
Comments to item above	Exterior UG Drop pricing includes consumable materials.		
Driveway Bore • Bore pit excavation requires 2' adder to bore length • Installation of conduit if needed • Restoration	-	Per Ft	\$11.00
Sidewalk Bore • Bore pit excavation requires 2' adder to bore length • Installation of conduit if needed • Restoration		Per EA	\$45.00
Asphalt/Concrete Excavation • Review with client as to best path for aesthetics • Saw or trench through material (all linear and cross cuts combined) • Conduit installation as required • Removal of materials and restoration	-	Per Ft	\$23.00
Comments to item above	Includes replacement of asphalt materials and leveling		
Fiber Placement and Pull Through Conduit • Pull individual fiber through conduit • Replace pull string as required • Work consist of pulling fiber through existing conduit from Vault/Handhole to residence NID	-	Per Ft	\$1.25
Comments to item above	Billed for pull footage through mainline conduit routes from NAP/Terminal to final MST/Serve Vault		
Non-Turf Trenching • Bury fiber traversing landscape, plantings, fences • Restoration of non-turf areas • Does not include stone, pavers, etc. this will be on a per case scenario and charged separately	-	Per Ft	\$6.50
Temporary Surface Drop • As required/approved by client due to unavoidable circumstances. • Will be fully buried in the earliest time available. • Appropriate cautions to guard fiber	-	Each	\$95.00
Comments to item above	Requires client approval for Temp Drop. Includes all terminations and, where necessary, bore work. Includes securing Temp Drop against damages and tripping hazards. Use only the Surety Full Label Drop.		
Concrete Core Drill (2" To 6") • Concrete core drill • Restoration	-	Each	\$275.00
Fees And Non-Standard Services			
"No Access to Premise" Fee	-	Each	\$30.00
Comments to item above	Applicable when Drop Crew doesn't have proper access to perform UG services. Not applicable if resident re-schedules within 24 hours.		
"No Show" Fee	-	Each	\$55.00
Comments to item above	Applicable when customer requested to be present but failed to be on site as scheduled. Not applicable if resident re-schedules within 24 hours.		
Need to Reschedule Appointment Fee - Has to reschedule 24Hrs in advance of appointment	-	Each	\$0.00
Comments to item above	Applicable when customer requested to be present but upon scheduled UG drop customer determined to cancel and/or reschedule UG Drop to another date.		
Other (Add Other Charges Not Listed Above)			
Mobilization Fee	-	Each	\$0.00
Comments to item above	Fee associated with any truck roll from one location to the next on primary billing items		
Fusion Splicing. (Initially, setup Fee \$250 plus \$35.00 per splice. Subject to negotiation with Owner over the long term. Last option, Owner provides fusion splice machine and only a \$35.00 per splice fee is assessed by the contractor)	-	Each	TBD
Comments to item above	Only applicable if necessary in special cases		
Interior Drop	Est Qty	Unit of Measure	Unit Price RES

Interior Services				
Installation standards include: • If cabling exists (cat 5/6 and coax), validate and test for acceptable technical performance • Installation/activation of a maximum one (1) CAT5/6 wire/outlet of max 100Ft from router to client preferred location for each service • Best Practice Methods for structured cabling • Connectors on all cabling will be installed or replaced as necessary • Coordination with dispatcher to provision data services and test/verify data connectivity and bandwidth based on service order • Customer education on all applicable products and services; and distribution of client materials when applicable • Setup of Wi-Fi capable devices for data such as tablets, smartphones, laptops, desktop computers • Document 4 photos per installation, open trench, NID open, interior equipment, speed test			Each	Part of \$280
Installation Of A Single Service	-	Each		\$280.00
Network Drop rate after 100FT	-	Per Ft		\$1.25
Reconnect/reactivation Of A Single Service	-	Each		\$75.00
Comments to item above		Includes consumable installation materials for both new installations and reconnects		
Miscellaneous				
Comments to item above		Applicable to installation of new outlet plus materials		
Additional Client Requested Assistance	-	Per Hr		\$40.00
Comments to item above		Hourly rate to perform ad-hoc services at the customer premise as required by customer and as pre-approved by client representative.		
Truck Roll to collect ONT and CPE equipment from client	-	Each		\$75.00
Other (Add Other Charges Not Listed Above)				
Interior/Exterior Drop Maintenance - Only if emergency situations arises.		Est Qty	Unit of Measure	Unit Price RES
Maintenance Field Technicians - Standard Hours				
• Standard hours are defined as: - Mondays through Saturdays - 7:30am to 5pm • Per field technician fee for required service and/or maintenance for any FTTH issue resolution - Delineate if different fees for different technician levels - Technician fee will include vehicle and necessary tools		N/A	Per Hr	\$40.00
Comments to item above		Same pricing regardless of residential, commercial, or MDU troubleshooting		
Maintenance Field Technicians - Non-Standard Hours				
• Non-Standard hours are defined as: - Hours not covered by standard hours above including Sundays and Holidays in accordance to NU holiday schedule • Per field technician fee for required service and/or maintenance for any FTTH issue resolution - Delineate if different fees for different technician levels - Technician fee will include vehicle and necessary tools		N/A	Per Hr	\$75.00
Comments to item above		Same pricing regardless of residential, commercial, or MDU troubleshooting		
Maintenance Field Technicians - Stand-by				
• 24-hour stand-by service technician to respond to all FTTH issues on a per-week (7 day) basis. - Delineate if different fees for different technician levels - Technician fee will include vehicle and necessary tools		N/A	Weekly	\$250.00
Comments to item above		Weekly fee for availability of 24/7 technical field assistance. Individual unit billing rates apply given work necessary to make/form services and/or repairs		

ADDITIONAL NOTES:

SURVEY FEE'S ARE ONLY APPLICABLE IF THE SERVICE IS NOT RENDERED.

ALL MATERIAL TO BE PROVIDED BY OWNER

EXTERIOR AND INTERIOR DROP WILL BE A TOTAL OF \$280.00 PER RESIDENCE

SCOPE OF WORK: Exterior and Interior Drop 280.00 Per Residence

New Broadband Service Installation (Line Item 12 and 38)

Hand made trench from hand hole to NID box.

(1) Direct Burial of average outdoor fiber is 100FT.

(1) Single splice at exterior NID

(1) Restoration of grounds

(1) Installation of NID box.

(1) Penetration between NID box and home.

(1) Route 100Ft max of Indoor Fiber from NID Box to Modem

(1) Installation of UPS

(1) Installation of ONT

(1) Installation of Router

(1) Call TeamPharr.Net Customer Service prior to leaving residential premises with update.

(1) Download Application for End User

Any other Services or scopes of work not listed on items 9 and 60 are excluded and priced seperately

Any other services not listed here will be charged at an hourly rate of \$40.00 Per Tech



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: June 29, 2023

MEETING DATE: July 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Ricardo Rodriguez

Agenda Item: Consideration and appropriate action to ratify a settlement and release agreement between the City of Pharr, Texas and former City Attorney Patricia A. Rigney.

Classification: Closed Session

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

Issue: This item will be discussed in closed session.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: Pursuant to Section 551.071, Texas Gov't Code.

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 6/29/2023
Approved - 6/30/2023
Approved - 6/30/2023
New -