



**TAKE NOTICE THAT A SPECIAL MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 5:00 P.M. ON
MONDAY, NOVEMBER 23, 2015**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law.

1. Roll call and possible action on the excusing of any absent member of the governing body.
2. Consideration and action, if any, on contract with Enviro-Lite Solutions, LLC. for lighting improvements to city facilities. (ADMINISTRATION)
3. Consideration and action, if any, awarding bid for the Purchase and Delivery of TY "F" GR 3 Caliche Base Material for Public Works Annual Use FY2015-2016. (ENGINEERING)
4. Consideration and action, if any, awarding bid for the Purchase and Delivery of TY "D" Cold Mix (limestone aggregate) for Public Works Annual Use FY2015-2016. (ENGINEERING)
5. Consideration and action, if any, awarding bid for the Purchase and Delivery of TY "D" HMAC (limestone aggregate) for Public Works Annual Use YF 2015-2016. (ENGINEERING)
6. Attorney Consultation in regards to the action taken by Board of Adjustment on a request for a variance at their meeting held on November 18, 2015. (DEVELOPMENT SERVICES)
7. Attorney Consultation in regards to potential removal for cause of Board of Adjustment members. (DEVELOPMENT SERVICES)
8. Consideration and action, if any, on Cause No. CL-13-2666-H, City of Pharr v Wells Fargo, N.A. (LEGAL)

9. **CLOSED SESSION:** *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 2 - 8 in accordance with the following below:*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on the action taken by Board of Adjustment on a request for a variance at their meeting held on November 18, 2015; potential removal for cause of Board of Adjustment members; and Cause No. CL-13-2666-H, City of Pharr v Wells Fargo, N.A. pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

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

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

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

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

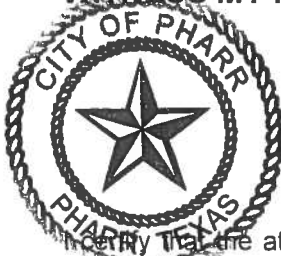
11. **ADJOURNMENT.**

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Special Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and readily accessible to the general public at all times and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 19th day of November, 2015, at 6:30 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 19th DAY OF NOVEMBER 2015.



Hilda Pedraza

HILDA PEDRAZA, TRMC
CITY CLERK

I hereby certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 2015 by,

Title: _____

MEMORANDUM

DATE: November 20, 2015
TO: Juan G Guerra, City Manager
FROM: Gary Rodriguez, Community Affairs Liaison

Enviro-Lite Proposal

ISSUE

Following a comprehensive review of city parks, common areas and facilities, it has been determined several locations within the city are deficient in illumination during hours of darkness. By consequence, these areas are then rendered less accessible and useful to the general public, with the added assumption of potential liability and delinquent or criminal activity within and around these areas. Following a thorough review of the equipment, labor and material to provide state-of-the-art and decorative lighting, a strong candidate for providing this quality of life and public safety improvement is Enviro-Lite Solutions LLC.

FINANCIAL CONSIDERATION

Total cost of the project is \$2,655,593.34 with one hundred percent (100%) of this investment being recovered from energy monetary cost savings and savings on material. The vendor, Enviro-Lite Solutions LLC, is a registered member in good standing of Buy Board, a trusted and experienced cooperative purchasing source since 1998.

STAFF RECOMMENDATION

Staff recommends approval of executing Lighting Management Contract with Enviro-Lite Solutions LLC.

ALTERNATIVES

No viable alternative as of now with respect to improving lighting, public safety, quality and savings.

LIGHTING MANAGEMENT CONTRACT

This Lighting Management Contract ("Contract") is made and entered into as of _____, by _____ and _____ between _____ ("LIGHTING CLIENT"), having its principal offices at _____, and USA Promlite Technology, Inc. (PROMLITE) & Enviro-Lite Solutions, LLC. (ENVIRO-LITE), having its principal offices at 4013 S. Sugar Road, Edinburg, Texas 78539.

RECITALS

Whereas LIGHTING CLIENT owns and operates facilities, and wishes to acquire energy efficient lighting equipment and services to reduce energy costs and related expenses in the facilities.

And whereas PROMLITE provides Lighting Management services through its Buy Board contract – Energy Saving Lighting Products Contract # 437-13 and through its agent ENVIRO-LITE.

And Whereas ENVIRO-LITE has experience and technical management capabilities to identify and evaluate energy cost saving opportunities, and provide for engineering, packaging, procurement, installation, financing, maintenance and measurement of cost effective energy cost saving measures ("CSMs").

And whereas ENVIRO-LITE was authorized by LIGHTING CLIENT to conduct an energy savings assessment for effective lighting CSMs at LIGHTING CLIENT's facilities.

ENVIRO-LITE has performed a technical energy audit and has delivered to LIGHTING CLIENT a Lighting Audit Report (LAR) which includes an assessment of the energy consumption characteristics of LIGHTING CLIENT's facilities and the identification and evaluation of viable lighting CSMs, as well as estimates of expected energy and operational savings for each recommended CSM.

LIGHTING CLIENT desires to contract with ENVIRO-LITE through PROMLITE for the provision of energy efficient LED lights, installation, maintenance and measurement of the CSMs all as set forth herein.

ENVIRO-LITE and LIGHTING CLIENT both acknowledge and agree that the purpose of this Contract is to achieve the Cost Saving Measures contemplated by this Contract to the benefit of LIGHTING CLIENT and all agree to cooperate to achieve the purpose of this Contract.

NOW, THEREFORE, the parties agree as follows:

SCOPE OF SERVICES. See Addendum "A"

COORDINATION DURING INSTALLATION. LIGHTING CLIENT and ENVIRO-LITE shall coordinate the activities of ENVIRO-LITE's equipment installers with LIGHTING CLIENT employees, and agents. ENVIRO-LITE shall use its best efforts not to interfere with

the performance of business activities conducted by LIGHTING CLIENT or its employees without prior written approval of LIGHTING CLIENT.

LOCATION AND ACCESS. LIGHTING CLIENT shall provide sufficient space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. LIGHTING CLIENT shall provide access to the Premises for ENVIRO-LITE to perform any function related to this Agreement during regular business hours, or such other reasonable hours as may be requested by ENVIRO-LITE and acceptable to LIGHTING CLIENT. LIGHTING CLIENT shall not unreasonably restrict ENVIRO-LITE's access to Premises to make emergency repairs or corrections as ENVIRO-LITE may determine are needed.

INSPECTION AND FINAL APPROVAL: LIGHTING CLIENT has the right to inspect the work conducted in the facilities during construction and operation. All LED lights and switches to be installed may be substituted for equal or more efficient lights, switches and or sensors. Upon completion LIGHTING CLIENT shall inspect the completed phase of work and sign a letter of completion within two (2) business days of notice of completion whether verbal or in writing.

EQUIPMENT WARRANTIES AND COMPATIBILITY. ENVIRO-LITE covenants and agrees that all equipment installed, as part of this Agreement, is in good and proper working condition and provides a service warranty covering all parts and equipment performance. This service warranty is to include replacement, repair, and any labor for a period of five (5) years from the date of installation. ENVIRO-LITE shall provide all service, replacements, repairs, and adjustments to the Equipment installed within the warranty period. LIGHTING CLIENT shall incur no cost for Equipment service, replacements, repairs, and adjustments, provided, however, that when the need for maintenance or repairs principally arises due to the negligence or willful misconduct of LIGHTING CLIENT or any employee or other agent of LIGHTING CLIENT, and ENVIRO-LITE can so demonstrate such causal connection, ENVIRO-LITE may charge LIGHTING CLIENT for the actual cost of the maintenance or repair insofar as such cost is not covered by insurance proceeds.

MALFUNCTIONS AND EMERGENCIES. LIGHTING CLIENT shall use its best efforts to notify ENVIRO-LITE or its designee(s) of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation.

LIGHTING CLIENT shall notify ENVIRO-LITE within twenty-four (24) hours of it having actual knowledge of any emergency condition affecting the Equipment. ENVIRO-LITE, or its designee(s) shall respond and shall promptly proceed with corrective measures. Any telephonic notice of such conditions by LIGHTING CLIENT shall also be followed by written notice to ENVIRO-LITE from LIGHTING CLIENT.

ACTIONS BY LIGHTING CLIENT. LIGHTING CLIENT shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of ENVIRO-LITE. Any such changes shall void any warranty and guarantee. This provision shall not be construed to limit the LIGHTING CLIENT taking action during an emergency condition affecting the Equipment, and or the safety of the surrounding areas.

MATERIAL CHANGE DEFINED: A Material Change shall include any change in, or to, the Premises, whether structural, operational or otherwise which reasonably could be expected to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in LAR by at least two percent (2%). Actions by LIGHTING CLIENT, which may result in a Material Change include, but are not limited to, the following:

- (i) Manner of use of the Premises by LIGHTING CLIENT; or
- (ii) Hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
- (iii) Permanent changes in the comfort and service parameters; or
- (iv) Occupancy of the Premises; or
- (v) Structure of the Premises; or
- (vi) Types and quantities of equipment used at the Premises or
- (vii) Modification, renovation or construction at the Premises; or
- (viii) Any other conditions affecting energy use at the Premises.

REPORTED MATERIAL CHANGES; NOTICE BY LIGHTING CLIENT: LIGHTING CLIENT shall use its best efforts to deliver to ENVIRO-LITE a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least thirty (30) days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to ENVIRO-LITE of Material Changes which results because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by LIGHTING CLIENT within twenty-four (24) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by LIGHTING CLIENT to have occurred.

ENERGY SAVINGS GUARANTEE. The basis for the energy savings guarantee shall be the calculated energy savings based solely on the Lighting Audit Report (LAR). The formula in the LAR is based on the existing lighting and ballast energy consumption minus (-) the proposed LED lighting energy consumption which equals the guaranteed savings. More specifically on the LAR attached hereto the energy savings equation is Existing Bulb Wattage minus (-) LED Wattage multiplied by (x) Hours of Operation equals (=) energy savings in Kilowatts. An additional 5% of the indoor portion of the guaranteed savings will be added for the guaranteed HVAC energy savings. Provided that there have been no material changes to the building(s) and operations as mentioned above, if the actual savings is less than the guaranteed savings amount, the difference in Kilowatts will be paid to LIGHTING CLIENT at the then current energy rate within 30 days of the calculation. Any actual savings more than the guaranteed savings will go toward the reduction of outstanding debt used for the purchase and installation of equipment in this contract. The calculation shall be done on an annual basis by ENVIRO-LITE as set forth below. In no way does the guarantee cover energy consumption of equipment not installed by ENVIRO-LITE or any pumps, motors, office equipment, HVAC or any other energy consuming equipment. This guarantee is for a period of five (5) years from the date of installation of the lighting equipment by ENVIRO-LITE.

DISPOSAL OF MATERIALS: It is understood and agreed to by both Parties that LIGHTING CLIENT shall be responsible for the disposal of all fluorescent tubes, ballasts, switches, shoebox fixtures and/or bulbs, flood light fixtures and/or bulbs and wall pack fixtures and/or bulbs that have been replaced by ENVIRO-LITE with LED Lights.

CONDITIONS BEYOND CONTROL OF THE PARTIES If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Agreement due to acts of God, insurrections or riots, or other event beyond its control, this Agreement shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the performing party, in which event neither party shall have any further liability to the other.

INDEMNIFICATION ENVIRO-LITE AND PROMLITE, their heirs, successors and assigns shall indemnify and hold the City of PHARR, harmless from any and all damages caused by the improvements, regardless of the nature or extent of damage

COMPLIANCE WITH LAW AND STANDARD PRACTICES. ENVIRO-LITE shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder with full cooperation of LIGHTING CLIENT.

FURTHER DOCUMENTS. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

FOLLOW-UP MONITORING/MEASUREMENT AND MAINTENANCE SERVICES: Following the installation and implementation of improvements, ENVIRO-LITE will either through internal methods or coordination through a third party conduct energy consumption monitoring to verify energy savings on a monthly basis. LIGHTING CLIENT shall provide ENVIRO-LITE with the complete energy bills on a monthly basis upon request by ENVIRO-LITE.

BILLING AND PAYMENT FOR SERVICES: ENVIRO-LITE shall invoice LIGHTING CLIENT at various phases of the project. LIGHTING CLIENT shall pay ENVIRO-LITE on the 1st or 15th of the month depending on when the bill is received.

COMPLETE AGREEMENT. These Terms and Conditions when executed the LAR attached hereto or to be attached hereto, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified, or terminated except by a written amendment signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

Enviro-Lite Solutions, LLC

< LIGHTING CLIENT >

By: _____
(Signature)

By: _____
Ambrosio "Amos" Hernandez, Mayor

John Phillips
President



MEMORANDUM

DATE: November 19, 2015
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of TY "F" GR 3 Caliche Base material for Public Works Annual Use (FY 2015-2016) to Frontera Materials.

ISSUE

During FY 2015–2016 Public Works perform in-house paving projects that require TY "F" GR 3 Caliche Base material.

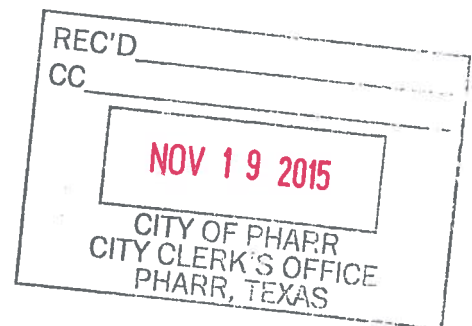
FINANCIAL CONSIDERATION

Contract amount \$9.05 per ton.

STAFF RECOMMENDATION

The project was advertised in the Advance Newspaper. Only one bid was received from Frontera Materials with a bid of \$9.05 per ton. Currently IOC provides the caliche base material at a cost of \$11.22 per ton. Staff recommends to award this contract to Frontera Materials at \$9.05 per ton. See attached bid tabulation.

ALTERNATIVES



ITEM NO.	DESCRIPTION	EST QTY.	UNITS	UNIT PRICE	EXTENDED UNIT PRICE
BID NO. 1516-01-528-0002					
1	TY D HMAC (LIMESTONE AGGREGATE)	10,000	TON	65.70	657,000.00
BID NO. 1516-01-528-0003					
2	TY D COLD MIX	230	TON	91.25	20,987.50
BID NO. 1516-01-528-0004					
3	TY F GR 3 CALICHE	5,300	TON	9.05	47,965.00
BID NO. 1516-01-528-0005					
4	CONCRETE MIX (3000 PSI). PURCHASE AND DELIVERY	200	CY	NB	
5	CONCRETE MIX (4000PSI). PURCHASE AND DELIVERY	200	CY	NB	
BID NO. 1516-01-528-0006					
6	REINFORCED CONCRETE PIPE (24") (CLASS III) (RUBBER GASKET). PURCHASE AND DELIVERY	100	LF	NB	
7	REINFORCED CONCRETE PIPE (30") (CLASS III) (RUBBER GASKET). PURCHASE AND DELIVERY	100	LF	NB	
8	REINFORCED CONCRETE PIPE (36") (CLASS III) (RUBBER GASKET). PURCHASE AND DELIVERY	100	LF	NB	
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10	REINFORCED CONCRETE PIPE (60") (CLASS III) (RUBBER GASKET). PURCHASE AND DELIVERY	200	LF	NB	



MEMORANDUM

DATE: November 19, 2015
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of TY "D" Cold Mix (limestone aggregate) for Public Works Annual Use (FY 2015-2016) to Frontera Materials.

ISSUE

During FY 2015–2016 Public Works perform in-house paving projects that require TY "D" Cold Mix material.

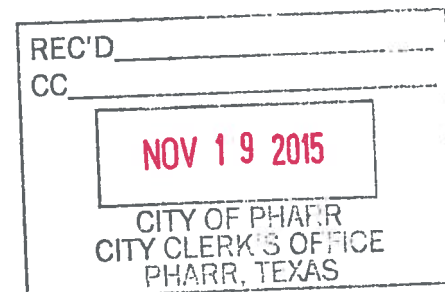
FINANCIAL CONSIDERATION

Contract amount \$91.25 per ton.

STAFF RECOMMENDATION

The project was advertised in the Advance Newspaper. Only one bid was received from Frontera Materials with a bid of \$91.25 per ton. Currently CAPA provides the asphalt material at a cost of \$90.00 per ton. Staff recommends to award this contract to Frontera Materials at \$91.25 per ton. See attached bid tabulation.

ALTERNATIVES



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MEMORANDUM

DATE: November 19, 2015
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FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of TY "D" HMAC (limestone aggregate) for Public Works Annual Use (FY 2015-2016) to Frontera Materials.

ISSUE

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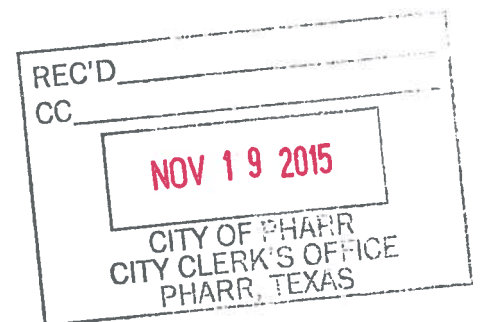
FINANCIAL CONSIDERATION

Contract amount \$65.70 per ton.

STAFF RECOMMENDATION

The project was advertised in the Advance Newspaper. Only one bid was received from Frontera Materials with a bid of \$65.70 per ton. Currently CAPA provides the asphalt material at a cost of \$73.95. Staff recommends to award this contract to Frontera Materials at \$65.70 per ton. See attached bid tabulation.

ALTERNATIVES



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MEMORANDUM

DATE: November 23, 2015

TO: MAYOR AND CITY COMMISSION

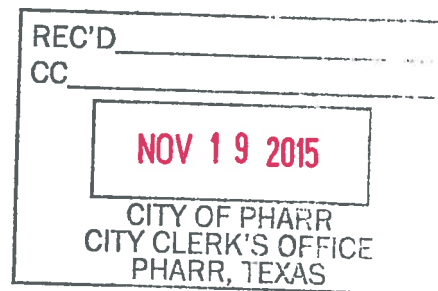
THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 

SUBJECT: DISCUSSION WITH LEGAL COUNSEL REGARDING ACTION TAKEN BY BOARD OF ADJUSTMENTS FOR MEETING HELD ON NOVEMBER 18, 2015

ISSUE

Item to be discussed during closed session.



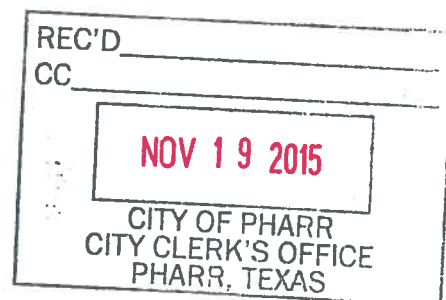
MEMORANDUM

DATE: November 23, 2015
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 

SUBJECT: DISCUSSION WITH LEGAL COUNSEL IN REGARDS TO POTENTIAL
REMOVAL FOR CAUSE OF BOARD OF ADJUSTMENTS MEMBERS

ISSUE

Item to be discussed during closed session.





interoffice
MEMORANDUM

To: Mayor and City Commission
From: Hilda Pedraza, TRMC City Clerk *HP*
Subject: Agenda Item – Cause No. CL-13-2666-H, City of Pharr v Wells Fargo, N.A.
Date: November 23, 2015

This item will be discussed in closed session.

Thank you.