



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, JANUARY 15, 2018**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming Children's Advocacy Center of Hidalgo County Day.

3. PUBLIC COMMENTS/PUBLIC HEARINGS:

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

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

AGENDA REGULAR MEETING
January 15, 2018

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

- A) Submission of January 2018 Sales Tax Report. (FINANCE)
- B) Submission of December 2017 Tax Collection Report. (FINANCE)
- C) City Events of Interest. (ADMINISTRATION)

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

- A) Approval of Minutes for December 28, 2017 Special Called Meeting and January 2, 2018 Regular Called Meeting. (ADMINISTRATION)
- B) Consideration and action, if any, on Ordinance amending Ordinance No. 0-94-11 relating to Meter Deposits and their reimbursement criteria. **3rd and Final Reading.** (FINANCE)
- C) Consideration and action, if any, to allow a Carnival and Fun Fair to be held February 1-11, 2018 at 1701 N. Cage and wave application fees. (FIRE)
- D) Consideration and action if any, on request from St. Margaret's Church CCE Program for assistance with traffic control during their re-enactment of the stations of the cross on Sunday, February 25, 2018. (POLICE)
- E) Consideration and action, if any, on request to participate on the Texas Department of Transportation (TXDOT) 2019 Selective Traffic Enforcement Program Commercial Motor Vehicle Grant # 2019-PharrPD-S-CMV-00018. (POLICE)
- F) Consideration and action, if any, on request to participate on the Texas Department of Transportation (TXDOT) 2019 Selective Traffic Enforcement Program Comprehensive Grant # 2019-PharrPD-S-1GY-00049. (POLICE)
- G) Consideration and action, if any, request from Hidalgo County Elections Department for use of the Pharr Events Center as Early Voting and Election Day polling location for the upcoming Primary, Primary Runoff, and General Elections. (ADMINISTRATION)

AGENDA REGULAR MEETING
January 15, 2018

H) Consideration and action, if any, on sponsorship for Children's Advocacy Center of Hidalgo County Vinos Fundraiser for \$1,500. (ADMINISTRATION)

I) Consideration and action, if any, on Change Order Number 2 and Final Reconciliation of Quantities for the Jackson Road and Cage Blvd. Raised Medians Construction Project (Bid Number 1617-01-528-0027). (ENGINEERING)

J) Consideration and action, if any, authorizing City Manager to advertise for bids for the Traffic Signal Loop Detector Replacement Project. (ENGINEERING)

K) Consideration and action, if any, authorizing City Manager to advertise for bids for a Supply Contract for the Purchase of Fuel for the Public Works Department. (PUBLIC WORKS)

L) Consideration and action, if any, authorizing the City Manager to advertise for competitive sealed bids for the Purchase of 2018 City Fleet Units and related equipment. (PURCHASING)

M) Consideration and action, if any, authorizing the City Manager to advertise for competitive sealed bids for the Purchase of Ten (10) 2018 Police Pursuit SUVs and related equipment. (PURCHASING)

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

1. Xoticas is requesting renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I). The property is legally described as a 0.6081 acre tract of land out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 4502 North Cage Boulevard. **SOB#010105**

2. 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 Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. **CUP#161155**

3. Evangelina Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1). The property is legally described as being all of Lot 51, Sol Brilla Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 619 West Albatross Avenue. **CUP#171269**

AGENDA REGULAR MEETING
January 15, 2018

4. David H. Meck, Director, representing Meck Enterprises, Inc., is requesting a change of zone from General Business District (C) to Heavy-Commercial District (H-C). The property is legally described as being Lot 1, Meck Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1400 West Warren Street. **COZ#171270**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing two (2) members to the Pharr Police Department Training Advisory Board. (POLICE)

B) Consideration and action if any, on Resolution authorizing the City of Pharr to execute an Interlocal Agreement with the County of Hidalgo for the Scofflaw Program. (MUNICIPAL COURT)

C) Consideration and action, if any, on Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr/Reynosa International Bridge- 2nd Exit to Border Safety Inspection Facility Project, CSJ: 0921-02-383. (ENGINEERING)

D) Consideration and action, if any, on Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr/Reynosa International Bridge- Commercial Northbound Truck Entrance Lanes Project, CSJ: 0921-02-385. (ENGINEERING)

E) Consideration and action, if any, on Resolution authorizing City Manager to negotiate, secure and obtain a Water and Sewer Certificate of Convenience and Necessity (CCN) within its Extraterritorial Jurisdiction pursuant to Chapter 13 of the Texas Water Code. (ADMINISTRATION)

F) Consideration and action, if any, on Resolution authorizing City Manager to advertise for certain projects and services. (ADMINISTRATION)

G) Consideration and action, if any, on Resolution declaring the Purchase/Installation of New Light Poles at Witten Park and Pharr Sports Complex as an "Emergency Purchase/Installation.", as where the City Manager be authorized to negotiate and approve an Award of Contract not to exceed the Budget Amount. (PARKS)

H) Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Economic Development Corporation II Board of Directors. (PEDC II)

7. ADMINISTRATIVE:

- A) Consideration and action, if any, waiving all fees for St. Jude Thaddeus Church 5K Run/Walk on Saturday, February 17, 2018.(PARKS)
- B) Consideration and action, if any, on City's Organizational Structure. (ADMINISTRATION)
- C) Consideration and action, if any, on Project Sophia. (ADMINISTRATION)
- D) Consideration and action, if any, on Project "E". (ADMINISTRATION)

8. PURCHASING:

- A) Consideration and action, if any, on purchase of a narcotics detection canine. (POLICE)

9. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, on Interlocal Agreement 2-Year Extension between City of Pharr and Hidalgo County Head Start Program for centers located at 714 Zapata Ave. (Las Milpas I Head Start Center) and 415 E. Clark (Pharr Head Start Center). (ADMINISTRATION)
- B) Consideration and action, if any, authorizing the Pharr Police Department to enter into Memorandum of Agreement with Uniting Neighbors In Drug Abuse Defense (UNIDAD) Coalition, a member of the Behavioral Health Solutions of South Texas. (POLICE)
- C) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for Professional Surveying Services for the Jones Box Park West Expansion Project. (ENGINEERING)

10. LEGAL:

- A) Consultation with legal and possible action on Envirolite Solutions. (ADMINISTRATION)

11. 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.*

AGENDA REGULAR MEETING
January 15, 2018

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

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

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

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

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

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

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

13. ADJOURNMENT:

AGENDA REGULAR MEETING
January 15, 2018

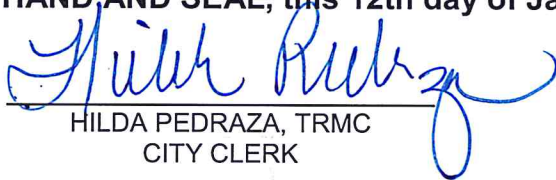
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 12th day of January, 2018 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 12th day of January 2018.


HILDA PEDRAZA, TRMC
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: _____

WHEREAS, Children's Advocacy Center, Estrella's House was established in the year 2000 when a local two year old's life ended tragically from abuse. Her memory is kept alive by helping and treating children who are victims of abuse; and

WHEREAS, Children's Advocacy Center, a non-profit organization, is one of 800 Children's Advocacy Centers nationwide, one of 71 certified Children's Advocacy Centers in Texas and the first child-focused facility and community-based program of its kind in Hidalgo County, servicing child abuse victims age 2 – 17 years of age; and

WHEREAS, the mission of Children's Advocacy Center of Hidalgo County, is to reduce the emotional trauma to child abuse victims, which supports the prevention of child abuse through community education and promotes the effective prosecution of those who perpetrate crimes against children; and

WHEREAS, Children's Advocacy Center of Hidalgo County, gives Hope, Healing and Justice to victims of child abuse by providing a safe haven with a child-friendly, non-institutional environment where young victims are not afraid to tell their story; and

WHEREAS, to raise awareness and funds for the organization, the Children's Advocacy Center of Hidalgo County, is having the Annual Vinos Wine Extravaganza at Embassy Suites McAllen Convention Center on Saturday, February 17, 2018 from 7:00 pm – 11:00 pm, featuring delicious food provided by local restaurants, fine wines and amazing entertainment by Premier Show Band Electric Circus and Renaissance Rockers.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim February 17, 2018 as:

“Children’s Advocacy Center, Estrella’s House”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 15th day of January 2018.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: January 5, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 01/05/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: January 5, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 01/05/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of January 2018 Sales Tax Report.
--

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: TRUE SALES TAX GROWTH

The sales tax activity for the city of Pharr as of the month of January 2018 (4th month of City's Fiscal Year but November's Sales Activity) has shown an OVERALL POSITIVE trend in the amount of \$306,228 from this point last year, or an INCREASE of 5.60%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 14.05% compared to last January collections, the City ranked No. 1 this month compared to 9 other cities in the Valley in sales collections compared to last period.

GAAP BASIS

This is the 2nd month (Month of Actual Sales) of the fiscal year 2017/2018; to date we are down 6.26% which equate to \$42,197 from this point of the fiscal year compared to last year.

Please feel free to contact me should the need arise, I am at extension 1907.

THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 01/08/2018
Karla Moya	Approved - 01/10/2018
Patricia Rigney	Approved - 01/10/2018
City Management Office	Final Approval - 01/11/2018

City of Pharr
Sales Total Tax Analysis (2%) - Cash Basis

	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
MONTH								
OCT.	\$ 954,528	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,281,269	\$ 1,317,281	\$ 1,374,342	57,062
NOV.	1,025,682	1,009,747	1,064,491	1,272,920	1,367,611	1,457,436	1,537,813	80,377
DEC.	914,194	1,065,676	1,151,064	1,255,599	1,306,892	1,379,834	1,363,639	(16,195)
JAN.	929,064	1,065,003	1,166,651	1,231,604	1,224,656	1,317,066	1,502,050	184,984
FEB.	1,214,454	1,132,199	1,301,266	1,403,486	1,508,184	1,570,000		
MAR.	959,178	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217		
APR.	979,239	1,033,280	1,120,837	1,195,832	1,324,900	1,263,946		
MAY	1,250,746	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947		
JUN.	1,098,232	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312		
JUL.	1,142,386	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878		
AUG.	1,226,816	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105		
SEP.	1,131,188	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050		
TOTAL	<u>\$ 12,825,707</u>	<u>\$ 13,024,633</u>	<u>\$ 14,268,899</u>	<u>\$ 15,765,800</u>	<u>\$ 16,594,826</u>	<u>\$ 16,944,071</u>	<u>\$ 5,777,844</u>	<u>\$ 306,228</u>

AVERAGE PER MONTH

\$ 1,068,809 \$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,444,461

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 306,228

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 5.60%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 11,598,933 \$ 13,443,500 \$ 13,443,500 \$ 14,980,000 \$ 16,301,000 \$ 16,845,700 \$ 17,047,300
\$ 1,226,774 \$ (418,867) \$ 825,399 \$ 785,800 \$ 293,826 \$ 98,371
9.56% -3.22% 5.78% 4.98% 1.77% 0.58%

*** Do NOT INCLUDE one time payments for October 2015 of \$344,044 and April 2016 of \$61,017**

City of Pharr
Sales Tax Analysis - City & Prop Tax Relief (1.5%) - Cash Basis

	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
MONTH								
OCT.	\$ 715,896	\$ 821,818	\$ 821,549	\$ 881,349	\$ 960,952	\$ 987,960	\$ 1,030,757	\$ 42,796
NOV.	769,262	757,310	798,368	954,690	1,025,708	1,093,077	1,153,359	60,283
DEC.	685,645	799,257	863,298	941,699	980,169	1,034,876	1,022,729	(12,146)
JAN.	696,798	798,752	874,989	923,703	918,492	987,799	1,126,537	138,738
FEB.	910,841	849,149	975,950	1,052,615	1,131,138	1,177,500		
MAR.	719,383	761,129	817,995	933,370	937,821	975,163		
APR.	734,429	774,960	840,628	896,874	993,675	947,959		
MAY	938,060	905,307	999,155	1,093,066	1,219,382	1,233,711		
JUN.	823,674	806,678	929,864	1,068,297	1,071,862	1,038,234		
JUL.	856,789	815,890	929,270	986,220	1,002,320	1,052,158		
AUG.	920,112	902,594	963,078	1,075,281	1,206,753	1,153,579		
SEP.	848,391	775,630	887,530	1,017,187	997,847	1,026,037		
TOTAL	<u>\$ 9,619,280</u>	<u>\$ 9,768,475</u>	<u>\$ 10,701,674</u>	<u>\$ 11,824,350</u>	<u>\$ 12,446,119</u>	<u>\$ 12,708,053</u>	<u>\$ 4,333,383</u>	<u>\$ 229,671</u>

AVERAGE PER MONTH

\$ 801,607 \$ 814,040 \$ 891,806 \$ 985,363 \$ 1,037,177 \$ 1,059,004 \$ 1,083,346

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 149,195 \$ 933,199 \$ 1,122,676 \$ 621,769 \$ 261,934 \$ 229,671

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 5.60%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 8,699,200 \$ 10,082,625 \$ 10,082,625 \$ 11,235,000 \$ 12,225,750 \$ 12,634,725 \$ 12,785,475
\$ 920,080 \$ (314,150) \$ 619,049 \$ 589,350 \$ 220,369 \$ 73,328
9.56% -3.22% 5.78% 4.98% 1.77% 0.58%

City of Pharr
Annual Sales Tax Activity Analysis FY 17/18 - GAAP Basis

Regular City Tax (1%)

	<u>FY 17/18</u>		<u>FY 16/17</u>		<u>\$ Change</u>	<u>% Change</u>	<u>FY 17/18 Cum Change</u>
October	681,819.65	\$	689,917.11	\$	(8,097.45)	-1.17%	\$ (8,097.45)
November	751,024.50	\$	658,532.87		92,491.63	14.05%	84,394.18
December	-	\$	784,999.81				
January	-	\$	650,108.69				
February	-	\$	631,972.98				
March	-	\$	822,473.68				
April	-	\$	692,155.80				
May	-	\$	701,438.87				
June	-	\$	769,052.75				
July	-	\$	684,024.76				
August	-	\$	687,171.17				
September	-	\$	768,906.32				
Totals	\$ 1,432,844.15	\$	8,540,754.78	\$	84,394.18	6.26%	

Credit In Lieu of Property Tax (.5%)

	<u>FY 17/18</u>		<u>FY 16/17</u>		<u>\$ Change</u>	<u>% Change</u>	<u>FY 17/18 Cum Change</u>
October	340,909.83	\$	344,958.55	\$	(4,048.73)	-1.17%	\$ (4,048.73)
November	375,512.25	\$	329,266.44		46,245.82	14.05%	42,197.09
December	-	\$	392,499.90				
January	-	\$	325,054.35				
February	-	\$	315,986.49				
March	-	\$	411,236.84				
April	-	\$	346,077.90				
May	-	\$	350,719.43				
June	-	\$	384,526.37				
July	-	\$	342,012.38				
August	-	\$	343,585.59				
September	-	\$	384,453.16				
Totals	\$ 716,422.08	\$	4,270,377.39	\$	42,197.09	6.26%	

PEDC (.5%)

	<u>FY 17/18</u>		<u>FY 16/17</u>		<u>\$ Change</u>	<u>% Change</u>	<u>FY 17/18 Cum Change</u>
October	\$ 340,909.83	\$	344,958.55	\$	(4,048.73)	-1.17%	\$ (4,048.73)
November	375,512.25	\$	329,266.44		46,245.82	14.05%	42,197.09
December	-	\$	392,499.90				
January	-	\$	325,054.35				
February	-	\$	315,986.49				
March	-	\$	411,236.84				
April	-	\$	346,077.90				
May	-	\$	350,719.43				
June	-	\$	384,526.37				
July	-	\$	342,012.38				
August	-	\$	343,585.59				
September	-	\$	384,453.16				
Totals	\$ 716,422.08	\$	4,270,377.39	\$	42,197.09	6.26%	

Total Sales Tax (2%)

	<u>FY 17/18</u>		<u>FY 16/17</u>		<u>\$ Change</u>	<u>FY 17/18 Budget</u>	<u>Actual vs. Budget</u>
October	\$ 1,363,639.30	\$	1,379,834.21	\$	(16,194.91)	\$ 1,420,608.33	(56,969)
November	\$ 1,502,049.00	\$	1,317,065.74		184,983.26	1,420,608.33	81,441
December	-	\$	1,569,999.61			1,420,608.33	
January	-	\$	1,300,217.38			1,420,608.33	
February	-	\$	1,263,945.96			1,420,608.33	
March	-	\$	1,644,947.35			1,420,608.33	
April	-	\$	1,384,311.59			1,420,608.33	
May	-	\$	1,402,877.73			1,420,608.33	
June	-	\$	1,538,105.49			1,420,608.33	
July	-	\$	1,368,049.52			1,420,608.33	
August	-	\$	1,374,342.34			1,420,608.33	
September	-	\$	1,537,812.63			1,420,608.33	
Totals	\$ 2,865,688.30	\$	17,081,509.55	\$	168,788.35	\$ 17,047,300.00	\$ 24,471.63
					6.26%		18,353.73

Total
City Portion

SALES TAX STATE COLLECTION RGV COMPARISON -JANUARY 2018

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2018 Payments To Date	2017 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Pharr	1,502,050	1,317,066	14.05%	1,502,050	1,317,066	14.05%
2	Edinburg	1,652,449	1,523,110	8.49%	1,652,449	1,523,110	8.49%
3	McAllen	5,010,847	4,780,134	4.83%	5,010,847	4,780,134	4.83%
4	Harlingen	1,922,065	1,833,888	4.81%	1,922,065	1,833,888	4.81%
5	Brownsville	3,051,585	2,944,127	3.65%	3,051,585	2,944,127	3.65%
6	Alamo	286,486	285,957	0.18%	286,486	285,957	0.18%
7	Weslaco	966,664	964,918	0.18%	966,664	964,918	0.18%
8	San Juan	267,498	279,610	-4.33%	267,498	279,610	-4.33%
9	Mission	1,196,274	1,306,876	-8.46%	1,196,274	1,306,876	-8.46%
10	Mercedes	587,586	653,106	-10.03%	587,586	653,106	-10.03%

Rank Based on Calendar Year 2018 To Date Activity							
1	Pharr	1,502,050	1,317,066	14.05%	1,502,050	1,317,066	14.05%
2	Edinburg	1,652,449	1,523,110	8.49%	1,652,449	1,523,110	8.49%
3	McAllen	5,010,847	4,780,134	4.83%	5,010,847	4,780,134	4.83%
4	Harlingen	1,922,065	1,833,888	4.81%	1,922,065	1,833,888	4.81%
5	Brownsville	3,051,585	2,944,127	3.65%	3,051,585	2,944,127	3.65%
6	Alamo	286,486	285,957	0.18%	286,486	285,957	0.18%
7	Weslaco	966,664	964,918	0.18%	966,664	964,918	0.18%
8	San Juan	267,498	279,610	-4.33%	267,498	279,610	-4.33%
9	Mission	1,196,274	1,306,876	-8.46%	1,196,274	1,306,876	-8.46%
10	Mercedes	587,586	653,106	-10.03%	587,586	653,106	-10.03%

STATE TOTALS	456,863,537.90	421,421,319.40	7.76%	456,863,537.90	421,421,319.40	7.76%
--------------	----------------	----------------	-------	----------------	----------------	-------



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Submission of December 2017 Tax Collection Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Current Property Tax Collections for the month of December 2017 reflected a decrease of 2.03% compared to last year.

Delinquent reflected a decrease of 1.32%.

Collections will be monitored and should level in the next month.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 01/08/2018

Karla Moya

Approved - 01/11/2018

Patricia Rigney

Approved - 01/12/2018

City Management Office

Final Approval - 01/12/2018

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
DECEMBER 2017**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2017/2018	COLLECTED 2016/2017
2017 TAX ROLL	18,625,154.58	6,984,189.01	-	53,560.77	11,694,526.34	37.39%	39.42%
2016 & PRIOR YRS	2,497,225.46	174,700.67	-	559.32	2,323,084.11	6.99%	8.31%
ROLLBACK	80,403.97	44.88	-	-	80,359.09	0.06%	0.00%
TOTALS	21,202,784.01	7,158,934.56	-	54,120.09	14,097,969.54		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2017

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	5,627,641.85	(72,070.44) CURRENT
CURRENT YEAR-P&I		
PRIOR YEARS-BASE TAX	49,671.39	2,882.18 PRIOR
PRIOR YEARS-P&I	21,903.09	
ROLLBACK		ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	8,454.50	PURGED
TOTAL COLLECTIONS	5,707,670.83	(69,188.26)
LESS TRANSFERRED	4,196,016.43	
LESS IN TRANSIT	1,505,783.54	
LESS DUE TO HCAD COMM. FEE	82.86	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

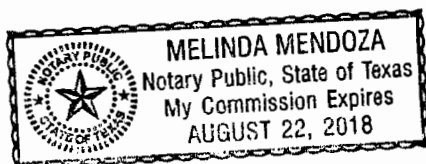
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2017 IS CORRECT.

Pablo Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 9th DAY OF JANUARY 2018 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF DECEMBER 2017**

<u>AD VALOREM - CITY OF PHARR</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>DIFFERENCE</u>
<u>2017 CURRENT</u>			
ORIGINAL LEVY	18,625,154.58	17,456,073.76	1,169,080.82
MODIFICATIONS	53,560.77	(24,388.76)	77,949.53
CURRENT LEVY	18,678,715.35	17,431,685.00	1,247,030.35
CURRENT COLLECTIONS THIS MONTH	5,627,641.85	5,460,834.31	166,807.54
CURRENT COLLECTIONS TO DATE	6,984,189.01	6,872,040.27	112,148.74
OUTSTANDING TO DATE	11,694,526.34	10,559,644.73	1,134,881.61
PERCENT COLLECTED/ORIGINAL	37.50%	39.37%	-1.87%
PERCENT COLLECTED/MODIFIED	37.39%	39.42%	-2.03%
TOTAL COLLECTIONS FISCAL YEAR	6,984,189.01	6,872,040.27	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,497,225.46	2,471,614.90	25,610.56
MODIFICATIONS	559.32	(706.53)	1,265.85
DELINQUENT LEVY	2,497,784.78	2,470,908.37	26,876.41
DELINQUENT COLLECTIONS THIS MONTH	49,671.39	75,347.29	(25,675.90)
DELINQUENT COLLECTIONS TO DATE	174,700.67	205,272.07	(30,571.40)
OUTSTANDING TO DATE	2,323,084.11	2,265,636.30	57,447.81
PERCENT COLLECTED/ORIGINAL	7.00%	8.31%	-1.31%
PERCENT COLLECTED/MODIFIED	6.99%	8.31%	-1.32%
TOTAL COLLECTIONS FISCAL YEAR	174,700.67	205,272.07	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	80,403.97	3,918.75	76,485.22
MODIFICATIONS	0.00	0.00	0.00
ROLLBACK LEVY	80,403.97	3,918.75	76,485.22
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	44.88	0.00	44.88
OUTSTANDING TO DATE	80,359.09	3,918.75	76,440.34
PERCENT COLLECTED/ORIGINAL	0.06%	0.00%	0.06%
PERCENT COLLECTED/MODIFIED	0.06%	0.00%	0.06%
TOTAL COLLECTIONS FISCAL YEAR	44.88	0.00	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF DECEMBER 2017

33

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
1-Dec	168,548.87				1,394.54	559.46			133.78		170,636.65		170,636.65	
4-Dec	75,308.92				7,047.06	1,703.96			416.75		84,476.69	249,325.34	(164,848.65)	12-Dec
5-Dec	179,197.77				2,306.79	824.79			466.70		182,796.05	182,796.05	0.00	13-Dec
6-Dec	55,669.65				1,242.01	510.93			253.04		57,675.63	57,675.63	0.00	14-Dec
7-Dec	108,045.13				1,115.44	392.88			204.30		109,757.75	109,757.75	0.00	15-Dec
8-Dec	32,806.68				458.43	203.11			88.93		33,557.15	33,557.15	0.00	18-Dec
9-Dec	(1,919.70)				(969.46)	(35.35)					(2,924.51)		(2,924.51)	Supp
11-Dec	63,044.46				2,958.88	863.09			557.70		67,424.13	64,499.62	2,924.51	19-Dec
12-Dec	164,053.31				1,120.74	380.88			228.13		165,783.06	165,783.06	0.00	20-Dec
13-Dec	256,258.50				2,527.54	584.95			336.09		259,707.08	259,707.08	0.00	21-Dec
14-Dec	122,727.18				2,043.83	891.76			440.35		126,103.12	126,103.12	0.00	21-Dec
15-Dec	2,091,584.30				1,527.91	597.18			305.36		2,094,014.75	2,094,014.75	0.00	22-Dec
18-Dec	115,508.46				2,279.14	751.91			451.32		118,990.83	118,990.83	0.00	26-Dec
19-Dec	525,048.86				7,209.31	7,715.76			1,288.14		541,262.07	541,262.07	0.00	28-Dec
20-Dec	186,808.38				3,974.20	1,014.51			746.89		192,543.98	192,543.98	0.00	29-Dec
21-Dec	131,155.87				3,758.60	906.65			663.49		136,484.61	136,484.61	0.00	3-Jan
22-Dec	85,789.49				1,892.30	555.22			310.90		88,547.91	88,547.91	0.00	4-Jan
27-Dec	700,958.25				2,296.38	1,789.11			600.50		705,644.24	705,644.24	0.00	5-Jan
28-Dec	567,047.47				5,487.75	1,692.29			962.13		575,189.64	575,106.78	82.86	10-Jan
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
TTL	5,627,641.85	0.00	0.00	0.00	49,671.39	21,903.09	0.00	0.00	8,454.50	0.00	5,707,670.83	5,701,799.97	5,870.86	

OVERALL TOTAL	5,707,670.83
LESS REFUNDS	0.00
LESS HCAD COMM FEES	82.86
LESS COMM/COST	5,788.00
BALANCE	5,701,799.97
LESS TRANSFERRED	4,196,016.43
LESS TRANSF IN TRANSIT	1,505,783.54
BALANCE PENDING	0.00

01/05/2018 17:14:52 2897307
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2017 THRU 12/31/2017
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 40
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	4,917,466.43	.00	.00	6,481.63-	4,910,984.80	.00	.00	.00	4,917,466.43
	I & S	.081900	710,175.42	.00	.00	936.07-	709,239.35	.00	.00	.00	710,175.42
	TOTAL	.649000	5,627,641.85	.00	.00	7,417.70-	5,620,224.15	.00	.00	.00	5,627,641.85
2016	M & O	.582100	23,374.19	.00	5,114.46	.00	28,488.65	4,438.44	.00	.00	32,927.09
	I & S	.071900	2,887.07	.00	631.76	.00	3,518.83	.00	.00	.00	3,518.83
	TOTAL	.654000	26,261.26	.00	5,746.22	.00	32,007.48	4,438.44	.00	.00	36,445.92
2015	M & O	.582100	7,471.06	.00	2,217.56	71.76-	9,616.86	1,350.16	.00	.00	11,038.78
	I & S	.071900	922.82	.00	273.94	8.87-	1,187.89	.00	.00	.00	1,196.76
	TOTAL	.654000	8,393.88	.00	2,491.50	80.63-	10,804.75	1,350.16	.00	.00	12,235.54
2014	M & O	.608100	3,550.31	.00	1,510.72	.00	5,061.03	670.31	.00	.00	5,731.34
	I & S	.071900	419.78	.00	178.66	.00	598.44	.00	.00	.00	598.44
	TOTAL	.680000	3,970.09	.00	1,689.38	.00	5,659.47	670.31	.00	.00	6,329.78
2013	M & O	.605000	1,868.77	.00	915.05	.00	2,783.82	297.83	.00	.00	3,081.65
	I & S	.075000	231.65	.00	113.43	.00	345.08	.00	.00	.00	345.08
	TOTAL	.680000	2,100.42	.00	1,028.48	.00	3,128.90	297.83	.00	.00	3,426.73
2012	M & O	.602600	1,851.13	.00	1,077.16	.00	2,928.29	320.06	.00	.00	3,248.35
	I & S	.077400	237.78	.00	138.37	.00	376.15	.00	.00	.00	376.15
	TOTAL	.680000	2,088.91	.00	1,215.53	.00	3,304.44	320.06	.00	.00	3,624.50
2011	M & O	.602100	894.49	.00	696.26	.00	1,590.75	243.46	.00	.00	1,834.21
	I & S	.077900	115.72	.00	90.08	.00	205.80	.00	.00	.00	205.80
	TOTAL	.680000	1,010.21	.00	786.34	.00	1,796.55	243.46	.00	.00	2,040.01
2010	M & O	.601800	1,046.80	.00	891.49	.00	1,938.29	260.03	.00	.00	2,198.32
	I & S	.078200	136.00	.00	115.86	.00	251.86	.00	.00	.00	251.86
	TOTAL	.680000	1,182.80	.00	1,007.35	.00	2,190.15	260.03	.00	.00	2,450.18
2009	M & O	.601800	686.31	.00	608.54	.00	1,294.85	140.97	.00	.00	1,435.82
	I & S	.078200	89.16	.00	79.07	.00	168.23	.00	.00	.00	168.23
	TOTAL	.680000	775.47	.00	687.61	.00	1,463.08	140.97	.00	.00	1,604.05
2008	M & O	.602940	375.14	.00	446.41	.00	821.55	69.72	.00	.00	891.27
	I & S	.078910	49.09	.00	58.43	.00	107.52	.00	.00	.00	107.52
	TOTAL	.681850	424.23	.00	504.84	.00	929.07	69.72	.00	.00	998.79
2007	M & O	.596130	317.53	.00	405.87	.00	723.40	118.33	.00	.00	841.73
	I & S	.086990	46.33	.00	59.23	.00	105.56	.00	.00	.00	105.56
	TOTAL	.683120	363.86	.00	465.10	.00	828.96	118.33	.00	.00	947.29
2006	M & O	.593130	161.96	.00	257.92	.00	419.88	80.54	.00	.00	500.42
	I & S	.089990	24.57	.00	39.14	.00	63.71	.00	.00	.00	63.71
	TOTAL	.683120	186.53	.00	297.06	.00	483.59	80.54	.00	.00	564.13

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	372.45	.00	577.28	.00	949.73	164.07	.00	.00	1,113.80
	I & S	.089990	56.50	.00	87.58	.00	144.08	.00	.00	.00	144.08
	TOTAL	.683120	428.95	.00	664.86	.00	1,093.81	164.07	.00	.00	1,257.88
2004	M & O	.601650	473.85	.00	774.48	.00	1,248.33	206.86	.00	.00	1,455.19
	I & S	.081470	64.17	.00	104.87	.00	169.04	.00	.00	.00	169.04
	TOTAL	.683120	538.02	.00	879.35	.00	1,417.37	206.86	.00	.00	1,624.23
2003	M & O	.596220	188.13	.00	331.93	.00	520.06	47.63	.00	.00	567.69
	I & S	.086900	27.41	.00	48.39	.00	75.80	.00	.00	.00	75.80
	TOTAL	.683120	215.54	.00	380.32	.00	595.86	47.63	.00	.00	643.49
2002	M & O	.590210	196.38	.00	365.19	.00	561.57	26.09	.00	.00	587.66
	I & S	.099790	33.19	.00	61.75	.00	94.94	.00	.00	.00	94.94
	TOTAL	.690000	229.57	.00	426.94	.00	656.51	26.09	.00	.00	682.60
2001	M & O	.564720	153.37	.00	307.36	.00	460.73	13.33	.00	.00	474.06
	I & S	.097590	26.50	.00	53.12	.00	79.62	.00	.00	.00	79.62
	TOTAL	.662310	179.87	.00	360.48	.00	540.35	13.33	.00	.00	553.68
2000	M & O	.533960	179.21	.00	385.31	.00	564.52	.00	.00	.00	564.52
	I & S	.108350	36.37	.00	78.19	.00	114.56	.00	.00	.00	114.56
	TOTAL	.642310	215.58	.00	463.50	.00	679.08	.00	.00	.00	679.08
1999	M & O	.529360	182.52	.00	414.33	.00	596.85	.00	.00	.00	596.85
	I & S	.112950	38.95	.00	88.41	.00	127.36	.00	.00	.00	127.36
	TOTAL	.642310	221.47	.00	502.74	.00	724.21	.00	.00	.00	724.21
1998	M & O	.505610	155.37	.00	371.33	.00	526.70	.00	.00	.00	526.70
	I & S	.124390	38.22	.00	91.35	.00	129.57	.00	.00	.00	129.57
	TOTAL	.630000	193.59	.00	462.68	.00	656.27	.00	.00	.00	656.27
1997	M & O	.524810	151.76	.00	380.92	.00	532.68	.00	.00	.00	532.68
	I & S	.075190	21.74	.00	54.57	.00	76.31	.00	.00	.00	76.31
	TOTAL	.600000	173.50	.00	435.49	.00	608.99	.00	.00	.00	608.99
1996	M & O	.516090	160.90	.00	414.88	.00	575.78	6.03	.00	.00	581.81
	I & S	.083910	26.17	.00	67.45	.00	93.62	.00	.00	.00	93.62
	TOTAL	.600000	187.07	.00	482.33	.00	669.40	6.03	.00	.00	675.43
1995	M & O	.510030	144.52	.00	395.15	.00	539.67	.00	.00	.00	539.67
	I & S	.089970	25.50	.00	69.70	.00	95.20	.00	.00	.00	95.20
	TOTAL	.600000	170.02	.00	464.85	.00	634.87	.00	.00	.00	634.87
1994	M & O	.471740	132.87	.00	380.81	.00	513.68	.64	.00	.00	514.32
	I & S	.098260	27.68	.00	79.33	.00	107.01	.00	.00	.00	107.01
	TOTAL	.570000	160.55	.00	460.14	.00	620.69	.64	.00	.00	621.33

01/05/2018 17:14:52 2897307
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 12/01/2017 THRU 12/31/2017
JURISDICTION: 0033 CITY OF PHARR

PAGE: 42
EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		4,961,555.45	.00	19,240.41	6,553.39-	4,974,242.47	8,454.50	.00	.00	4,989,250.36
ALL	I & S		715,757.79	.00	2,662.68	944.94-	717,475.53	.00	.00	.00	718,420.47
ALL	TOTAL		5,677,313.24	.00	21,903.09	7,498.33-	5,691,718.00	8,454.50	.00	.00	5,707,670.83
DLQ	M & O		44,089.02	.00	19,240.41	71.76-	63,257.67	8,454.50	.00	.00	71,783.93
DLQ	I & S		5,582.37	.00	2,662.68	8.87-	8,236.18	.00	.00	.00	8,245.05
DLQ	TOTAL		49,671.39	.00	21,903.09	80.63-	71,493.85	8,454.50	.00	.00	80,028.98
CURR	M & O		4,917,466.43	.00	.00	6,481.63-	4,910,984.80	.00	.00	.00	4,917,466.43
CURR	I & S		710,175.42	.00	.00	936.07-	709,239.35	.00	.00	.00	710,175.42
CURR	TOTAL		5,627,641.85	.00	.00	7,417.70-	5,620,224.15	.00	.00	.00	5,627,641.85

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	4,917,466.43	.00	.00	6,481.63-	4,910,984.80	.00	.00	.00	4,917,466.43
	I & S	.081900	710,175.42	.00	.00	936.07-	709,239.35	.00	.00	.00	710,175.42
	TOTAL	.649000	5,627,641.85	.00	.00	7,417.70-	5,620,224.15	.00	.00	.00	5,627,641.85
2016	M & O	.582100	23,374.19	.00	5,114.46	.00	28,488.65	4,438.44	.00	.00	32,927.09
	I & S	.071900	2,887.07	.00	631.76	.00	3,518.83	.00	.00	.00	3,518.83
	TOTAL	.654000	26,261.26	.00	5,746.22	.00	32,007.48	4,438.44	.00	.00	36,445.92
2015	M & O	.582100	7,471.06	.00	2,217.56	71.76-	9,616.86	1,350.16	.00	.00	11,038.78
	I & S	.071900	922.82	.00	273.94	8.87-	1,187.89	.00	.00	.00	1,196.76
	TOTAL	.654000	8,393.88	.00	2,491.50	80.63-	10,804.75	1,350.16	.00	.00	12,235.54
2014	M & O	.608100	3,550.31	.00	1,510.72	.00	5,061.03	670.31	.00	.00	5,731.34
	I & S	.071900	419.78	.00	178.66	.00	598.44	.00	.00	.00	598.44
	TOTAL	.680000	3,970.09	.00	1,689.38	.00	5,659.47	670.31	.00	.00	6,329.78
2013	M & O	.605000	1,868.77	.00	915.05	.00	2,783.82	297.83	.00	.00	3,081.65
	I & S	.075000	231.65	.00	113.43	.00	345.08	.00	.00	.00	345.08
	TOTAL	.680000	2,100.42	.00	1,028.48	.00	3,128.90	297.83	.00	.00	3,426.73
2012	M & O	.602600	1,851.13	.00	1,077.16	.00	2,928.29	320.06	.00	.00	3,248.35
	I & S	.077400	237.78	.00	138.37	.00	376.15	.00	.00	.00	376.15
	TOTAL	.680000	2,088.91	.00	1,215.53	.00	3,304.44	320.06	.00	.00	3,624.50
2011	M & O	.602100	894.49	.00	696.26	.00	1,590.75	243.46	.00	.00	1,834.21
	I & S	.077900	115.72	.00	90.08	.00	205.80	.00	.00	.00	205.80
	TOTAL	.680000	1,010.21	.00	786.34	.00	1,796.55	243.46	.00	.00	2,040.01
2010	M & O	.601800	1,046.80	.00	891.49	.00	1,938.29	260.03	.00	.00	2,198.32
	I & S	.078200	136.00	.00	115.86	.00	251.86	.00	.00	.00	251.86
	TOTAL	.680000	1,182.80	.00	1,007.35	.00	2,190.15	260.03	.00	.00	2,450.18
2009	M & O	.601800	686.31	.00	608.54	.00	1,294.85	140.97	.00	.00	1,435.82
	I & S	.078200	89.16	.00	79.07	.00	168.23	.00	.00	.00	168.23
	TOTAL	.680000	775.47	.00	687.61	.00	1,463.08	140.97	.00	.00	1,604.05
2008	M & O	.602940	375.14	.00	446.41	.00	821.55	69.72	.00	.00	891.27
	I & S	.078910	49.09	.00	58.43	.00	107.52	.00	.00	.00	107.52
	TOTAL	.681850	424.23	.00	504.84	.00	929.07	69.72	.00	.00	998.79
2007	M & O	.596130	317.53	.00	405.87	.00	723.40	118.33	.00	.00	841.73
	I & S	.086990	46.33	.00	59.23	.00	105.56	.00	.00	.00	105.56
	TOTAL	.683120	363.86	.00	465.10	.00	828.96	118.33	.00	.00	947.29
2006	M & O	.593130	161.96	.00	257.92	.00	419.88	80.54	.00	.00	500.42
	I & S	.089990	24.57	.00	39.14	.00	63.71	.00	.00	.00	63.71
	TOTAL	.683120	186.53	.00	297.06	.00	483.59	80.54	.00	.00	564.13

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	372.45	.00	577.28	.00	949.73	164.07	.00	.00	1,113.80
	I & S	.089990	56.50	.00	87.58	.00	144.08	.00	.00	.00	144.08
	TOTAL	.683120	428.95	.00	664.86	.00	1,093.81	164.07	.00	.00	1,257.88
2004	M & O	.601650	473.85	.00	774.48	.00	1,248.33	206.86	.00	.00	1,455.19
	I & S	.081470	64.17	.00	104.87	.00	169.04	.00	.00	.00	169.04
	TOTAL	.683120	538.02	.00	879.35	.00	1,417.37	206.86	.00	.00	1,624.23
2003	M & O	.596220	188.13	.00	331.93	.00	520.06	47.63	.00	.00	567.69
	I & S	.086900	27.41	.00	48.39	.00	75.80	.00	.00	.00	75.80
	TOTAL	.683120	215.54	.00	380.32	.00	595.86	47.63	.00	.00	643.49
2002	M & O	.590210	196.38	.00	365.19	.00	561.57	26.09	.00	.00	587.66
	I & S	.099790	33.19	.00	61.75	.00	94.94	.00	.00	.00	94.94
	TOTAL	.690000	229.57	.00	426.94	.00	656.51	26.09	.00	.00	682.60
2001	M & O	.564720	153.37	.00	307.36	.00	460.73	13.33	.00	.00	474.06
	I & S	.097590	26.50	.00	53.12	.00	79.62	.00	.00	.00	79.62
	TOTAL	.662310	179.87	.00	360.48	.00	540.35	13.33	.00	.00	553.68
2000	M & O	.533960	179.21	.00	385.31	.00	564.52	.00	.00	.00	564.52
	I & S	.108350	36.37	.00	78.19	.00	114.56	.00	.00	.00	114.56
	TOTAL	.642310	215.58	.00	463.50	.00	679.08	.00	.00	.00	679.08
1999	M & O	.529360	182.52	.00	414.33	.00	596.85	.00	.00	.00	596.85
	I & S	.112950	38.95	.00	88.41	.00	127.36	.00	.00	.00	127.36
	TOTAL	.642310	221.47	.00	502.74	.00	724.21	.00	.00	.00	724.21
1998	M & O	.505610	155.37	.00	371.33	.00	526.70	.00	.00	.00	526.70
	I & S	.124390	38.22	.00	91.35	.00	129.57	.00	.00	.00	129.57
	TOTAL	.630000	193.59	.00	462.68	.00	656.27	.00	.00	.00	656.27
1997	M & O	.524810	151.76	.00	380.92	.00	532.68	.00	.00	.00	532.68
	I & S	.075190	21.74	.00	54.57	.00	76.31	.00	.00	.00	76.31
	TOTAL	.600000	173.50	.00	435.49	.00	608.99	.00	.00	.00	608.99
1996	M & O	.516090	160.90	.00	414.88	.00	575.78	6.03	.00	.00	581.81
	I & S	.083910	26.17	.00	67.45	.00	93.62	.00	.00	.00	93.62
	TOTAL	.600000	187.07	.00	482.33	.00	669.40	6.03	.00	.00	675.43
1995	M & O	.510030	144.52	.00	395.15	.00	539.67	.00	.00	.00	539.67
	I & S	.089970	25.50	.00	69.70	.00	95.20	.00	.00	.00	95.20
	TOTAL	.600000	170.02	.00	464.85	.00	634.87	.00	.00	.00	634.87
1994	M & O	.471740	132.87	.00	380.81	.00	513.68	.64	.00	.00	514.32
	I & S	.098260	27.68	.00	79.33	.00	107.01	.00	.00	.00	107.01
	TOTAL	.570000	160.55	.00	460.14	.00	620.69	.64	.00	.00	621.33

01/05/2018 17:55:47 2897310

TC298-D SELECTION: SYSTEM

RECEIPT DATE: ALL

TAX COLLECTION SYSTEM

DEPOSIT DISTRIBUTION

FROM: 12/01/2017 THRU 12/31/2017

JURISDICTION: 0033 CITY OF PHARR

PAGE: 42
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		4,961,555.45	.00	19,240.41	6,553.39-	4,974,242.47	8,454.50	.00	.00	4,989,250.36
ALL	I & S		715,757.79	.00	2,662.68	944.94-	717,475.53	.00	.00	.00	718,420.47
ALL	TOTAL		5,677,313.24	.00	21,903.09	7,498.33-	5,691,718.00	8,454.50	.00	.00	5,707,670.83
DLQ	M & O		44,089.02	.00	19,240.41	71.76-	63,257.67	8,454.50	.00	.00	71,783.93
DLQ	I & S		5,582.37	.00	2,662.68	8.87-	8,236.18	.00	.00	.00	8,245.05
DLQ	TOTAL		49,671.39	.00	21,903.09	80.63-	71,493.85	8,454.50	.00	.00	80,028.98
CURR	M & O		4,917,466.43	.00	.00	6,481.63-	4,910,984.80	.00	.00	.00	4,917,466.43
CURR	I & S		710,175.42	.00	.00	936.07-	709,239.35	.00	.00	.00	710,175.42
CURR	TOTAL		5,627,641.85	.00	.00	7,417.70-	5,620,224.15	.00	.00	.00	5,627,641.85

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2017 TO 12/31/2017

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	8,875,765	2,905,046,235	00.649000	18,678,715.35	11,046
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2017	18,625,154.58	72,070.44-	53,560.77	5,627,641.85	6,984,189.01	11,694,526.34	37.39	0.00
2016	704,946.53	157.88	2,413.13-	26,261.26	103,481.15	599,052.25	14.73	0.00
2015	400,586.01	1,071.06	1,287.83	8,393.88	33,607.24	368,266.60	8.36	0.00
2014	233,502.22	846.89	842.63	3,970.09	11,684.74	222,660.11	4.99	0.00
2013	160,958.84	728.80	710.53	2,100.42	6,773.00	154,896.37	4.19	0.00
2012	126,197.63	77.55	151.02	2,088.91	5,128.36	121,220.29	4.06	0.00
2011	109,321.59	.00	0.00	1,010.21	3,182.00	106,139.59	2.91	0.00
2010	103,973.62	.00	0.00	1,182.80	2,889.09	101,084.53	2.78	0.00
2009	97,474.72	.00	0.00	775.47	2,118.58	95,356.14	2.17	0.00
2008	76,590.69	.00	0.00	424.23	1,144.49	75,446.20	1.49	0.00
2007	65,963.46	.00	0.00	363.86	476.18	65,487.28	.72	0.00
2006	62,876.16	.00	0.00	186.53	437.26	62,438.90	.70	0.00
2005	56,535.90	.00	0.00	428.95	623.98	55,911.92	1.10	0.00
2004	54,901.24	.00	5.74-	538.02	795.71	54,099.79	1.45	0.00
2003	44,173.45	.00	0.00	215.54	354.06	43,819.39	.80	0.00
2002	37,558.06	.00	3.80-	229.57	295.05	37,259.21	.79	0.00
2001	28,128.38	.00	6.62-	179.87	232.91	27,888.85	.83	0.00
2000	24,755.10	.00	3.40-	215.58	215.58	24,536.12	.87	0.00
1999	19,416.10	.00	0.00	221.47	221.47	19,194.63	1.14	0.00
1998	14,953.39	.00	0.00	193.59	260.13	14,693.26	1.74	0.00
1997	14,389.00	.00	0.00	173.50	193.53	14,195.47	1.34	0.00
1996	60,023.37	.00	0.00	517.64	586.16	59,437.21	.98	0.00
****	21,122,380.04	69,188.26-	54,120.09	5,677,313.24	7,158,889.68	14,017,610.45		0.00

01/03/2018 19:41:1 2894844
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2017 TO 12/31/2017

AG ROLLBACK ONLY

PAGE: 11

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.654000	13,761.07	0
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	0.00	44.88	13,716.19	.33	0.00
2015	14,380.34	.00	0.00	0.00	0.00	14,380.34		0.00
2014	15,905.87	.00	0.00	0.00	0.00	15,905.87		0.00
2013	17,678.68	.00	0.00	0.00	0.00	17,678.68		0.00
2012	18,678.01	.00	0.00	0.00	0.00	18,678.01		0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	0.00	44.88	80,359.09		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2017 TO 12/31/2017

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS	
	-----		-----	-----	-----	-----	-----	
CURRENT YEAR	2,896,170,470		8,875,765	2,905,046,235	00.649000	18,678,715.35	11,046	
	-----		-----	-----	-----	-----	-----	

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2017	18,625,154.58	72,070.44-	53,560.77	5,627,641.85	6,984,189.01	11,694,526.34	37.39	0.00
2016	718,707.60	157.88	2,413.13-	26,261.26	103,526.03	612,768.44	14.45	0.00
2015	414,966.35	1,071.06	1,287.83	8,393.88	33,607.24	382,646.94	8.07	0.00
2014	249,408.09	846.89	842.63	3,970.09	11,684.74	238,565.98	4.67	0.00
2013	178,637.52	728.80	710.53	2,100.42	6,773.00	172,575.05	3.78	0.00
2012	144,875.64	77.55	151.02	2,088.91	5,128.36	139,898.30	3.54	0.00
2011	109,321.59	.00	0.00	1,010.21	3,182.00	106,139.59	2.91	0.00
2010	103,973.62	.00	0.00	1,182.80	2,889.09	101,084.53	2.78	0.00
2009	97,474.72	.00	0.00	775.47	2,118.58	95,356.14	2.17	0.00
2008	76,590.69	.00	0.00	424.23	1,144.49	75,446.20	1.49	0.00
2007	65,963.46	.00	0.00	363.86	476.18	65,487.28	.72	0.00
2006	62,876.16	.00	0.00	186.53	437.26	62,438.90	.70	0.00
2005	56,535.90	.00	0.00	428.95	623.98	55,911.92	1.10	0.00
2004	54,901.24	.00	5.74-	538.02	795.71	54,099.79	1.45	0.00
2003	44,173.45	.00	0.00	215.54	354.06	43,819.39	.80	0.00
2002	37,558.06	.00	3.80-	229.57	295.05	37,259.21	.79	0.00
2001	28,128.38	.00	6.62-	179.87	232.91	27,888.85	.83	0.00
2000	24,755.10	.00	3.40-	215.58	215.58	24,536.12	.87	0.00
1999	19,416.10	.00	0.00	221.47	221.47	19,194.63	1.14	0.00
1998	14,953.39	.00	0.00	193.59	260.13	14,693.26	1.74	0.00
1997	14,389.00	.00	0.00	173.50	193.53	14,195.47	1.34	0.00
1996	60,023.37	.00	0.00	517.64	586.16	59,437.21	.98	0.00
****	21,202,784.01	69,188.26-	54,120.09	5,677,313.24	7,158,934.56	14,097,969.54		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2017 TO 12/31/2017

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	8,875,765	2,905,046,235	0.649000	18,678,715.35	11,046
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	72,070.44-	53,560.77	5,627,641.85	6,984,189.01	11,694,526.34	37.39	0.00
	ADJUSTMENT REFUNDS	2,056.86-	2,058.14-					
2016	704,946.53	157.88	2,413.13-	26,261.26	103,481.15	599,052.25	14.73	0.00
	ADJUSTMENT REFUNDS	859.86-	1,515.66-					
2015	400,586.01	1,071.06	1,287.83	8,393.88	33,607.24	368,266.60	8.36	0.00
	ADJUSTMENT REFUNDS	.00	68.63-					
2014	233,502.22	846.89	842.63	3,970.09	11,684.74	222,660.11	4.99	0.00
	ADJUSTMENT REFUNDS	59.25-	102.09-					
2013	160,958.84	728.80	710.53	2,100.42	6,773.00	154,896.37	4.19	0.00
	ADJUSTMENT REFUNDS	50.35-	134.63-					
2012	126,197.63	77.55	151.02	2,088.91	5,128.36	121,220.29	4.06	0.00
2011	109,321.59	.00	0.00	1,010.21	3,182.00	106,139.59	2.91	0.00
2010	103,973.62	.00	0.00	1,182.80	2,889.09	101,084.53	2.78	0.00
2009	97,474.72	.00	0.00	775.47	2,118.58	95,356.14	2.17	0.00
2008	76,590.69	.00	0.00	424.23	1,144.49	75,446.20	1.49	0.00
2007	65,963.46	.00	0.00	363.86	476.18	65,487.28	.72	0.00
2006	62,876.16	.00	0.00	186.53	437.26	62,438.90	.70	0.00
2005	56,535.90	.00	0.00	428.95	623.98	55,911.92	1.10	0.00
2004	54,901.24	.00	5.74-	538.02	795.71	54,099.79	1.45	0.00
2003	44,173.45	.00	0.00	215.54	354.06	43,819.39	.80	0.00
2002	37,558.06	.00	3.80-	229.57	295.05	37,259.21	.79	0.00
2001	28,128.38	.00	6.62-	179.87	232.91	27,888.85	.83	0.00
2000	24,755.10	.00	3.40-	215.58	215.58	24,536.12	.87	0.00
1999	19,416.10	.00	0.00	221.47	221.47	19,194.63	1.14	0.00
1998	14,953.39	.00	0.00	193.59	260.13	14,693.26	1.74	0.00
1997	14,389.00	.00	0.00	173.50	193.53	14,195.47	1.34	0.00
1996	60,023.37	.00	0.00	517.64	586.16	59,437.21	.98	0.00
****	21,122,380.04	69,188.26-	54,120.09	5,677,313.24	7,158,889.68	14,017,610.45		0.00
	ADJUSTMENT REFUNDS	3,026.32-	3,879.15-					

01/04/2018 08:16:4
TC168

2895025

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2017 TO 12/31/2017

AG ROLLBACK ONLY

PAGE: 11

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.654000	13,761.07	0
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	0.00	44.88	13,716.19	.33	0.00
ADJUSTMENT REFUNDS		859.86-	1,515.66-					
2015	14,380.34	.00	0.00	0.00	0.00	14,380.34		0.00
ADJUSTMENT REFUNDS		.00	68.63-					
2014	15,905.87	.00	0.00	0.00	0.00	15,905.87		0.00
ADJUSTMENT REFUNDS		59.25-	102.09-					
2013	17,678.68	.00	0.00	0.00	0.00	17,678.68		0.00
ADJUSTMENT REFUNDS		50.35-	134.63-					
2012	18,678.01	.00	0.00	0.00	0.00	18,678.01		0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	0.00	44.88	80,359.09		0.00
ADJUSTMENT REFUNDS		969.46-	1,821.01-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2017 TO 12/31/2017

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	8,875,765	2,905,046,235	0.649000	18,678,715.35	11,046
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2017	18,625,154.58	72,070.44-	53,560.77	5,627,641.85	6,984,189.01	11,694,526.34	37.39	0.00
	ADJUSTMENT REFUNDS	2,056.86-	2,058.14-					
2016	718,707.60	157.88	2,413.13-	26,261.26	103,526.03	612,768.44	14.45	0.00
	ADJUSTMENT REFUNDS	859.86-	1,515.66-					
2015	414,966.35	1,071.06	1,287.83	8,393.88	33,607.24	382,646.94	8.07	0.00
	ADJUSTMENT REFUNDS	.00	68.63-					
2014	249,408.09	846.89	842.63	3,970.09	11,684.74	238,565.98	4.67	0.00
	ADJUSTMENT REFUNDS	59.25-	102.09-					
2013	178,637.52	728.80	710.53	2,100.42	6,773.00	172,575.05	3.78	0.00
	ADJUSTMENT REFUNDS	50.35-	134.63-					
2012	144,875.64	77.55	151.02	2,088.91	5,128.36	139,898.30	3.54	0.00
2011	109,321.59	.00	0.00	1,010.21	3,182.00	106,139.59	2.91	0.00
2010	103,973.62	.00	0.00	1,182.80	2,889.09	101,084.53	2.78	0.00
2009	97,474.72	.00	0.00	775.47	2,118.58	95,356.14	2.17	0.00
2008	76,590.69	.00	0.00	424.23	1,144.49	75,446.20	1.49	0.00
2007	65,963.46	.00	0.00	363.86	476.18	65,487.28	.72	0.00
2006	62,876.16	.00	0.00	186.53	437.26	62,438.90	.70	0.00
2005	56,535.90	.00	0.00	428.95	623.98	55,911.92	1.10	0.00
2004	54,901.24	.00	5.74-	538.02	795.71	54,099.79	1.45	0.00
2003	44,173.45	.00	0.00	215.54	354.06	43,819.39	.80	0.00
2002	37,558.06	.00	3.80-	229.57	295.05	37,259.21	.79	0.00
2001	28,128.38	.00	6.62-	179.87	232.91	27,888.85	.83	0.00
2000	24,755.10	.00	3.40-	215.58	215.58	24,536.12	.87	0.00
1999	19,416.10	.00	0.00	221.47	221.47	19,194.63	1.14	0.00
1998	14,953.39	.00	0.00	193.59	260.13	14,693.26	1.74	0.00
1997	14,389.00	.00	0.00	173.50	193.53	14,195.47	1.34	0.00
1996	60,023.37	.00	0.00	517.64	586.16	59,437.21	.98	0.00
****	21,202,784.01	69,188.26-	54,120.09	5,677,313.24	7,158,934.56	14,097,969.54		0.00
	ADJUSTMENT REFUNDS	3,026.32-	3,879.15-					

01/04/2018 00:49:58 2894857
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2017 THRU 12/31/2017
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 50
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	6,102,825.29	.00	.00	6,481.63-	6,096,343.66	.00	.00	.00	6,102,825.29
	I & S	.081900	881,363.72	.00	.00	936.07-	880,427.65	.00	.00	.00	881,363.72
	TOTAL	.649000	6,984,189.01	.00	.00	7,417.70-	6,976,771.31	.00	.00	.00	6,984,189.01
2016	M & O	.582100	92,104.52	.00	19,325.77	2,841.38-	108,588.91	17,632.94	.00	.00	129,063.23
	I & S	.071900	11,376.63	.00	2,387.02	350.96-	13,412.69	.00	.00	.00	13,763.65
	TOTAL	.654000	103,481.15	.00	21,712.79	3,192.34-	122,001.60	17,632.94	.00	.00	142,826.88
2015	M & O	.582100	29,912.39	.00	9,457.01	213.93-	39,155.47	6,161.85	.00	.00	45,531.25
	I & S	.071900	3,694.85	.00	1,168.04	26.43-	4,836.46	.00	.00	.00	4,862.89
	TOTAL	.654000	33,607.24	.00	10,625.05	240.36-	43,991.93	6,161.85	.00	.00	50,394.14
2014	M & O	.608100	10,449.21	.00	4,820.47	.00	15,269.68	2,418.93	.00	.00	17,688.61
	I & S	.071900	1,235.53	.00	570.08	.00	1,805.61	.00	.00	.00	1,805.61
	TOTAL	.680000	11,684.74	.00	5,390.55	.00	17,075.29	2,418.93	.00	.00	19,494.22
2013	M & O	.605000	6,025.95	.00	3,172.64	.00	9,198.59	1,241.06	.00	.00	10,439.65
	I & S	.075000	747.05	.00	393.34	.00	1,140.39	.00	.00	.00	1,140.39
	TOTAL	.680000	6,773.00	.00	3,565.98	.00	10,338.98	1,241.06	.00	.00	11,580.04
2012	M & O	.602600	4,544.63	.00	2,895.67	.00	7,440.30	1,007.56	.00	.00	8,447.86
	I & S	.077400	583.73	.00	371.95	.00	955.68	.00	.00	.00	955.68
	TOTAL	.680000	5,128.36	.00	3,267.62	.00	8,395.98	1,007.56	.00	.00	9,403.54
2011	M & O	.602100	2,817.50	.00	2,067.32	.00	4,884.82	677.01	.00	.00	5,561.83
	I & S	.077900	364.50	.00	267.50	.00	632.00	.00	.00	.00	632.00
	TOTAL	.680000	3,182.00	.00	2,334.82	.00	5,516.82	677.01	.00	.00	6,193.83
2010	M & O	.601800	2,556.85	.00	2,115.97	.00	4,672.82	583.52	.00	.00	5,256.34
	I & S	.078200	332.24	.00	274.97	.00	607.21	.00	.00	.00	607.21
	TOTAL	.680000	2,889.09	.00	2,390.94	.00	5,280.03	583.52	.00	.00	5,863.55
2009	M & O	.601800	1,874.94	.00	1,689.66	.00	3,564.60	450.15	.00	.00	4,014.75
	I & S	.078200	243.64	.00	219.56	.00	463.20	.00	.00	.00	463.20
	TOTAL	.680000	2,118.58	.00	1,909.22	.00	4,027.80	450.15	.00	.00	4,477.95
2008	M & O	.602940	1,012.05	.00	1,124.79	.00	2,136.84	228.93	.00	.00	2,365.77
	I & S	.078910	132.44	.00	147.21	.00	279.65	.00	.00	.00	279.65
	TOTAL	.681850	1,144.49	.00	1,272.00	.00	2,416.49	228.93	.00	.00	2,645.42
2007	M & O	.596130	415.55	.00	531.18	.00	946.73	156.32	.00	.00	1,103.05
	I & S	.086990	60.63	.00	77.52	.00	138.15	.00	.00	.00	138.15
	TOTAL	.683120	476.18	.00	608.70	.00	1,084.88	156.32	.00	.00	1,241.20
2006	M & O	.593130	379.66	.00	515.33	.00	894.99	145.55	.00	.00	1,040.54
	I & S	.089990	57.60	.00	78.19	.00	135.79	.00	.00	.00	135.79
	TOTAL	.683120	437.26	.00	593.52	.00	1,030.78	145.55	.00	.00	1,176.33

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	541.80	.00	830.68	.00	1,372.48	235.11	.00	.00	1,607.59
	I & S	.089990	82.18	.00	126.04	.00	208.22	.00	.00	.00	208.22
	TOTAL	.683120	623.98	.00	956.72	.00	1,580.70	235.11	.00	.00	1,815.81
2004	M & O	.601650	700.80	.00	1,130.37	.00	1,831.17	295.57	.00	.00	2,126.74
	I & S	.081470	94.91	.00	153.06	.00	247.97	.00	.00	.00	247.97
	TOTAL	.683120	795.71	.00	1,283.43	.00	2,079.14	295.57	.00	.00	2,374.71
2003	M & O	.596220	309.03	.00	519.32	.00	828.35	79.61	.00	.00	907.96
	I & S	.086900	45.03	.00	75.70	.00	120.73	.00	.00	.00	120.73
	TOTAL	.683120	354.06	.00	595.02	.00	949.08	79.61	.00	.00	1,028.69
2002	M & O	.590210	252.39	.00	451.77	.00	704.16	44.17	.00	.00	748.33
	I & S	.099790	42.66	.00	76.39	.00	119.05	.00	.00	.00	119.05
	TOTAL	.690000	295.05	.00	528.16	.00	823.21	44.17	.00	.00	867.38
2001	M & O	.564720	198.59	.00	396.81	.00	595.40	36.51	.00	.00	631.91
	I & S	.097590	34.32	.00	68.57	.00	102.89	.00	.00	.00	102.89
	TOTAL	.662310	232.91	.00	465.38	.00	698.29	36.51	.00	.00	734.80
2000	M & O	.533960	179.21	.00	385.31	.00	564.52	.00	.00	.00	564.52
	I & S	.108350	36.37	.00	78.19	.00	114.56	.00	.00	.00	114.56
	TOTAL	.642310	215.58	.00	463.50	.00	679.08	.00	.00	.00	679.08
1999	M & O	.529360	182.52	.00	414.33	.00	596.85	.00	.00	.00	596.85
	I & S	.112950	38.95	.00	88.41	.00	127.36	.00	.00	.00	127.36
	TOTAL	.642310	221.47	.00	502.74	.00	724.21	.00	.00	.00	724.21
1998	M & O	.505610	208.77	.00	476.39	.00	685.16	21.37	.00	.00	706.53
	I & S	.124390	51.36	.00	117.20	.00	168.56	.00	.00	.00	168.56
	TOTAL	.630000	260.13	.00	593.59	.00	853.72	21.37	.00	.00	875.09
1997	M & O	.524810	169.28	.00	424.54	.00	593.82	10.49	.00	.00	604.31
	I & S	.075190	24.25	.00	60.82	.00	85.07	.00	.00	.00	85.07
	TOTAL	.600000	193.53	.00	485.36	.00	678.89	10.49	.00	.00	689.38
1996	M & O	.516090	197.71	.00	500.28	.00	697.99	19.79	.00	.00	717.78
	I & S	.083910	32.15	.00	81.34	.00	113.49	.00	.00	.00	113.49
	TOTAL	.600000	229.86	.00	581.62	.00	811.48	19.79	.00	.00	831.27
1995	M & O	.510030	155.81	.00	414.82	.00	570.63	.00	.00	.00	570.63
	I & S	.089970	27.49	.00	73.16	.00	100.65	.00	.00	.00	100.65
	TOTAL	.600000	183.30	.00	487.98	.00	671.28	.00	.00	.00	671.28
1994	M & O	.471740	134.21	.00	384.10	.00	518.31	1.29	.00	.00	519.60
	I & S	.098260	27.96	.00	80.01	.00	107.97	.00	.00	.00	107.97
	TOTAL	.570000	162.17	.00	464.11	.00	626.28	1.29	.00	.00	627.57

01/04/2018 00:49:58 2894857
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2017 THRU 12/31/2017
JURISDICTION: 0033 CITY OF PHARR

PAGE: 52
EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1992	M & O	.447640	8.65	.00	20.60	.00	29.25	.00	.00	.00	29.25
	I & S	.112360	2.18	.00	5.17	.00	7.35	.00	.00	.00	7.35
	TOTAL	.560000	10.83	.00	25.77	.00	36.60	.00	.00	.00	36.60
ALL	M & O		6,258,157.31	.00	54,065.13	9,536.94-	6,302,685.50	31,447.73	.00	.00	6,343,670.17
ALL	I & S		900,732.37	.00	7,039.44	1,313.46-	906,458.35	.00	.00	.00	907,771.81
ALL	TOTAL		7,158,889.68	.00	61,104.57	10,850.40-	7,209,143.85	31,447.73	.00	.00	7,251,441.98
DLQ	M & O		155,332.02	.00	54,065.13	3,055.31-	206,341.84	31,447.73	.00	.00	240,844.88
DLQ	I & S		19,368.65	.00	7,039.44	377.39-	26,030.70	.00	.00	.00	26,408.09
DLQ	TOTAL		174,700.67	.00	61,104.57	3,432.70-	232,372.54	31,447.73	.00	.00	267,252.97
CURR	M & O		6,102,825.29	.00	.00	6,481.63-	6,096,343.66	.00	.00	.00	6,102,825.29
CURR	I & S		881,363.72	.00	.00	936.07-	880,427.65	.00	.00	.00	881,363.72
CURR	TOTAL		6,984,189.01	.00	.00	7,417.70-	6,976,771.31	.00	.00	.00	6,984,189.01

[illegible]

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	6,102,825.29	.00	.00	6,481.63-	6,096,343.66	.00	.00	.00	6,102,825.29
	I & S	.081900	881,363.72	.00	.00	936.07-	880,427.65	.00	.00	.00	881,363.72
	TOTAL	.649000	6,984,189.01	.00	.00	7,417.70-	6,976,771.31	.00	.00	.00	6,984,189.01
2016	M & O	.582100	92,144.47	.00	19,325.77	2,841.38-	108,628.86	17,632.94	.00	.00	129,103.18
	I & S	.071900	11,381.56	.00	2,387.02	350.96-	13,417.62	.00	.00	.00	13,768.58
	TOTAL	.654000	103,526.03	.00	21,712.79	3,192.34-	122,046.48	17,632.94	.00	.00	142,871.76
2015	M & O	.582100	29,912.39	.00	9,457.01	213.93-	39,155.47	6,161.85	.00	.00	45,531.25
	I & S	.071900	3,694.85	.00	1,168.04	26.43-	4,836.46	.00	.00	.00	4,862.89
	TOTAL	.654000	33,607.24	.00	10,625.05	240.36-	43,991.93	6,161.85	.00	.00	50,394.14
2014	M & O	.608100	10,449.21	.00	4,820.47	.00	15,269.68	2,418.93	.00	.00	17,688.61
	I & S	.071900	1,235.53	.00	570.08	.00	1,805.61	.00	.00	.00	1,805.61
	TOTAL	.680000	11,684.74	.00	5,390.55	.00	17,075.29	2,418.93	.00	.00	19,494.22
2013	M & O	.605000	6,025.95	.00	3,172.64	.00	9,198.59	1,241.06	.00	.00	10,439.65
	I & S	.075000	747.05	.00	393.34	.00	1,140.39	.00	.00	.00	1,140.39
	TOTAL	.680000	6,773.00	.00	3,565.98	.00	10,338.98	1,241.06	.00	.00	11,580.04
2012	M & O	.602600	4,544.63	.00	2,895.67	.00	7,440.30	1,007.56	.00	.00	8,447.86
	I & S	.077400	583.73	.00	371.95	.00	955.68	.00	.00	.00	955.68
	TOTAL	.680000	5,128.36	.00	3,267.62	.00	8,395.98	1,007.56	.00	.00	9,403.54
2011	M & O	.602100	2,817.50	.00	2,067.32	.00	4,884.82	677.01	.00	.00	5,561.83
	I & S	.077900	364.50	.00	267.50	.00	632.00	.00	.00	.00	632.00
	TOTAL	.680000	3,182.00	.00	2,334.82	.00	5,516.82	677.01	.00	.00	6,193.83
2010	M & O	.601800	2,556.85	.00	2,115.97	.00	4,672.82	583.52	.00	.00	5,256.34
	I & S	.078200	332.24	.00	274.97	.00	607.21	.00	.00	.00	607.21
	TOTAL	.680000	2,889.09	.00	2,390.94	.00	5,280.03	583.52	.00	.00	5,863.55
2009	M & O	.601800	1,874.94	.00	1,689.66	.00	3,564.60	450.15	.00	.00	4,014.75
	I & S	.078200	243.64	.00	219.56	.00	463.20	.00	.00	.00	463.20
	TOTAL	.680000	2,118.58	.00	1,909.22	.00	4,027.80	450.15	.00	.00	4,477.95
2008	M & O	.602940	1,012.05	.00	1,124.79	.00	2,136.84	228.93	.00	.00	2,365.77
	I & S	.078910	132.44	.00	147.21	.00	279.65	.00	.00	.00	279.65
	TOTAL	.681850	1,144.49	.00	1,272.00	.00	2,416.49	228.93	.00	.00	2,645.42
2007	M & O	.596130	415.55	.00	531.18	.00	946.73	156.32	.00	.00	1,103.05
	I & S	.086990	60.63	.00	77.52	.00	138.15	.00	.00	.00	138.15
	TOTAL	.683120	476.18	.00	608.70	.00	1,084.88	156.32	.00	.00	1,241.20
2006	M & O	.593130	379.66	.00	515.33	.00	894.99	145.55	.00	.00	1,040.54
	I & S	.089990	57.60	.00	78.19	.00	135.79	.00	.00	.00	135.79
	TOTAL	.683120	437.26	.00	593.52	.00	1,030.78	145.55	.00	.00	1,176.33

01/03/2018 23:55:38 2894854
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2017 THRU 12/31/2017
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 51
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	541.80	.00	830.68	.00	1,372.48	235.11	.00	.00	1,607.59
	I & S	.089990	82.18	.00	126.04	.00	208.22	.00	.00	.00	208.22
	TOTAL	.683120	623.98	.00	956.72	.00	1,580.70	235.11	.00	.00	1,815.81
2004	M & O	.601650	700.80	.00	1,130.37	.00	1,831.17	295.57	.00	.00	2,126.74
	I & S	.081470	94.91	.00	153.06	.00	247.97	.00	.00	.00	247.97
	TOTAL	.683120	795.71	.00	1,283.43	.00	2,079.14	295.57	.00	.00	2,374.71
2003	M & O	.596220	309.03	.00	519.32	.00	828.35	79.61	.00	.00	907.96
	I & S	.086900	45.03	.00	75.70	.00	120.73	.00	.00	.00	120.73
	TOTAL	.683120	354.06	.00	595.02	.00	949.08	79.61	.00	.00	1,028.69
2002	M & O	.590210	252.39	.00	451.77	.00	704.16	44.17	.00	.00	748.33
	I & S	.099790	42.66	.00	76.39	.00	119.05	.00	.00	.00	119.05
	TOTAL	.690000	295.05	.00	528.16	.00	823.21	44.17	.00	.00	867.38
2001	M & O	.564720	198.59	.00	396.81	.00	595.40	36.51	.00	.00	631.91
	I & S	.097590	34.32	.00	68.57	.00	102.89	.00	.00	.00	102.89
	TOTAL	.662310	232.91	.00	465.38	.00	698.29	36.51	.00	.00	734.80
2000	M & O	.533960	179.21	.00	385.31	.00	564.52	.00	.00	.00	564.52
	I & S	.108350	36.37	.00	78.19	.00	114.56	.00	.00	.00	114.56
	TOTAL	.642310	215.58	.00	463.50	.00	679.08	.00	.00	.00	679.08
1999	M & O	.529360	182.52	.00	414.33	.00	596.85	.00	.00	.00	596.85
	I & S	.112950	38.95	.00	88.41	.00	127.36	.00	.00	.00	127.36
	TOTAL	.642310	221.47	.00	502.74	.00	724.21	.00	.00	.00	724.21
1998	M & O	.505610	208.77	.00	476.39	.00	685.16	21.37	.00	.00	706.53
	I & S	.124390	51.36	.00	117.20	.00	168.56	.00	.00	.00	168.56
	TOTAL	.630000	260.13	.00	593.59	.00	853.72	21.37	.00	.00	875.09
1997	M & O	.524810	169.28	.00	424.54	.00	593.82	10.49	.00	.00	604.31
	I & S	.075190	24.25	.00	60.82	.00	85.07	.00	.00	.00	85.07
	TOTAL	.600000	193.53	.00	485.36	.00	678.89	10.49	.00	.00	689.38
1996	M & O	.516090	197.71	.00	500.28	.00	697.99	19.79	.00	.00	717.78
	I & S	.083910	32.15	.00	81.34	.00	113.49	.00	.00	.00	113.49
	TOTAL	.600000	229.86	.00	581.62	.00	811.48	19.79	.00	.00	831.27
1995	M & O	.510030	155.81	.00	414.82	.00	570.63	.00	.00	.00	570.63
	I & S	.089970	27.49	.00	73.16	.00	100.65	.00	.00	.00	100.65
	TOTAL	.600000	183.30	.00	487.98	.00	671.28	.00	.00	.00	671.28
1994	M & O	.471740	134.21	.00	384.10	.00	518.31	1.29	.00	.00	519.60
	I & S	.098260	27.96	.00	80.01	.00	107.97	.00	.00	.00	107.97
	TOTAL	.570000	162.17	.00	464.11	.00	626.28	1.29	.00	.00	627.57

01/03/2018 23:55:38 2894854
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2017 THRU 12/31/2017
JURISDICTION: 0033 CITY OF PHARR

PAGE: 52
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1992	M & O	.447640	8.65	.00	20.60	.00	29.25	.00	.00	.00	29.25
	I & S	.112360	2.18	.00	5.17	.00	7.35	.00	.00	.00	7.35
	TOTAL	.560000	10.83	.00	25.77	.00	36.60	.00	.00	.00	36.60
ALL	M & O		6,258,197.26	.00	54,065.13	9,536.94-	6,302,725.45	31,447.73	.00	.00	6,343,710.12
ALL	I & S		900,737.30	.00	7,039.44	1,313.46-	906,463.28	.00	.00	.00	907,776.74
ALL	TOTAL		7,158,934.56	.00	61,104.57	10,850.40-	7,209,188.73	31,447.73	.00	.00	7,251,486.86
DLQ	M & O		155,371.97	.00	54,065.13	3,055.31-	206,381.79	31,447.73	.00	.00	240,884.83
DLQ	I & S		19,373.58	.00	7,039.44	377.39-	26,035.63	.00	.00	.00	26,413.02
DLQ	TOTAL		174,745.55	.00	61,104.57	3,432.70-	232,417.42	31,447.73	.00	.00	267,297.85
CURR	M & O		6,102,825.29	.00	.00	6,481.63-	6,096,343.66	.00	.00	.00	6,102,825.29
CURR	I & S		881,363.72	.00	.00	936.07-	880,427.65	.00	.00	.00	881,363.72
CURR	TOTAL		6,984,189.01	.00	.00	7,417.70-	6,976,771.31	.00	.00	.00	6,984,189.01

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 12/31/2017

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	8,875,765	2,905,046,235	00.649000	18,678,715.35	11,046
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2017	18,625,154.58	53,560.77	53,560.77	6,984,189.01	6,984,189.01	11,694,526.34	37.39	0.00
2016	704,946.53	2,413.13-	2,413.13-	103,481.15	103,481.15	599,052.25	14.73	0.00
2015	400,586.01	1,287.83	1,287.83	33,607.24	33,607.24	368,266.60	8.36	0.00
2014	233,502.22	842.63	842.63	11,684.74	11,684.74	222,660.11	4.99	0.00
2013	160,958.84	710.53	710.53	6,773.00	6,773.00	154,896.37	4.19	0.00
2012	126,197.63	151.02	151.02	5,128.36	5,128.36	121,220.29	4.06	0.00
2011	109,321.59	.00	0.00	3,182.00	3,182.00	106,139.59	2.91	0.00
2010	103,973.62	.00	0.00	2,889.09	2,889.09	101,084.53	2.78	0.00
2009	97,474.72	.00	0.00	2,118.58	2,118.58	95,356.14	2.17	0.00
2008	76,590.69	.00	0.00	1,144.49	1,144.49	75,446.20	1.49	0.00
2007	65,963.46	.00	0.00	476.18	476.18	65,487.28	.72	0.00
2006	62,876.16	.00	0.00	437.26	437.26	62,438.90	.70	0.00
2005	56,535.90	.00	0.00	623.98	623.98	55,911.92	1.10	0.00
2004	54,901.24	5.74-	5.74-	795.71	795.71	54,099.79	1.45	0.00
2003	44,173.45	.00	0.00	354.06	354.06	43,819.39	.80	0.00
2002	37,558.06	3.80-	3.80-	295.05	295.05	37,259.21	.79	0.00
2001	28,128.38	6.62-	6.62-	232.91	232.91	27,888.85	.83	0.00
2000	24,755.10	3.40-	3.40-	215.58	215.58	24,536.12	.87	0.00
1999	19,416.10	.00	0.00	221.47	221.47	19,194.63	1.14	0.00
1998	14,953.39	.00	0.00	260.13	260.13	14,693.26	1.74	0.00
1997	14,389.00	.00	0.00	193.53	193.53	14,195.47	1.34	0.00
1996	60,023.37	.00	0.00	586.16	586.16	59,437.21	.98	0.00
****	21,122,380.04	54,120.09	54,120.09	7,158,889.68	7,158,889.68	14,017,610.45		0.00

01/04/2018 00:38:1 2894856
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 12/31/2017

AG ROLLBACK ONLY

PAGE: 11

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.654000	13,761.07	0
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	44.88	44.88	13,716.19	.33	0.00
2015	14,380.34	.00	0.00	0.00	0.00	14,380.34		0.00
2014	15,905.87	.00	0.00	0.00	0.00	15,905.87		0.00
2013	17,678.68	.00	0.00	0.00	0.00	17,678.68		0.00
2012	18,678.01	.00	0.00	0.00	0.00	18,678.01		0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	44.88	44.88	80,359.09		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 12/31/2017

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	8,875,765	2,905,046,235	00.649000	18,678,715.35	11,046
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2017	18,625,154.58	53,560.77	53,560.77	6,984,189.01	6,984,189.01	11,694,526.34	37.39	0.00
2016	718,707.60	2,413.13-	2,413.13-	103,526.03	103,526.03	612,768.44	14.45	0.00
2015	414,966.35	1,287.83	1,287.83	33,607.24	33,607.24	382,646.94	8.07	0.00
2014	249,408.09	842.63	842.63	11,684.74	11,684.74	238,565.98	4.67	0.00
2013	178,637.52	710.53	710.53	6,773.00	6,773.00	172,575.05	3.78	0.00
2012	144,875.64	151.02	151.02	5,128.36	5,128.36	139,898.30	3.54	0.00
2011	109,321.59	.00	0.00	3,182.00	3,182.00	106,139.59	2.91	0.00
2010	103,973.62	.00	0.00	2,889.09	2,889.09	101,084.53	2.78	0.00
2009	97,474.72	.00	0.00	2,118.58	2,118.58	95,356.14	2.17	0.00
2008	76,590.69	.00	0.00	1,144.49	1,144.49	75,446.20	1.49	0.00
2007	65,963.46	.00	0.00	476.18	476.18	65,487.28	.72	0.00
2006	62,876.16	.00	0.00	437.26	437.26	62,438.90	.70	0.00
2005	56,535.90	.00	0.00	623.98	623.98	55,911.92	1.10	0.00
2004	54,901.24	5.74-	5.74-	795.71	795.71	54,099.79	1.45	0.00
2003	44,173.45	.00	0.00	354.06	354.06	43,819.39	.80	0.00
2002	37,558.06	3.80-	3.80-	295.05	295.05	37,259.21	.79	0.00
2001	28,128.38	6.62-	6.62-	232.91	232.91	27,888.85	.83	0.00
2000	24,755.10	3.40-	3.40-	215.58	215.58	24,536.12	.87	0.00
1999	19,416.10	.00	0.00	221.47	221.47	19,194.63	1.14	0.00
1998	14,953.39	.00	0.00	260.13	260.13	14,693.26	1.74	0.00
1997	14,389.00	.00	0.00	193.53	193.53	14,195.47	1.34	0.00
1996	60,023.37	.00	0.00	586.16	586.16	59,437.21	.98	0.00
****	21,202,784.01	54,120.09	54,120.09	7,158,934.56	7,158,934.56	14,097,969.54		0.00

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 12/01/2017 THRU 12/31/2017

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION			16,937.45	1,605.19	0.00	0.00	0.00	80.26	16,857.19
BY COUNTY 108			16,937.45	1,605.19	0.00	0.00	0.00	80.26	16,857.19
DELQ FOR 0032 CITY OF MISSION			438.39	64.80	104.42	15.47	0.00	4.01	538.80
BY COUNTY 108			438.39	64.80	104.42	15.47	0.00	4.01	538.80
TOTAL FOR 0032 CITY OF MISSION			17,375.84	1,669.99	104.42	15.47	0.00	84.27	17,395.99
BY COUNTY 108			17,375.84	1,669.99	104.42	15.47	0.00	84.27	17,395.99
CURR FOR 0033 CITY OF PHARR			15,895.00	1,568.65	0.00	0.00	0.00	78.45	15,816.55
BY COUNTY 108			15,895.00	1,568.65	0.00	0.00	0.00	78.45	15,816.55
DELQ FOR 0033 CITY OF PHARR			699.45	67.89	200.92	20.29	0.00	4.41	895.96
BY COUNTY 108			699.45	67.89	200.92	20.29	0.00	4.41	895.96
TOTAL FOR 0033 CITY OF PHARR			16,594.45	1,636.54	200.92	20.29	0.00	82.86	16,712.51
BY COUNTY 108			16,594.45	1,636.54	200.92	20.29	0.00	82.86	16,712.51
CURR FOR 0034 CITY OF PENITAS			323.65	38.89	0.00	0.00	0.00	1.95	321.70
BY COUNTY 108			323.65	38.89	0.00	0.00	0.00	1.95	321.70
DELQ FOR 0034 CITY OF PENITAS			68.52	6.23	15.07	1.37	0.00	0.38	83.21
BY COUNTY 108			68.52	6.23	15.07	1.37	0.00	0.38	83.21
TOTAL FOR 0034 CITY OF PENITAS			392.17	45.12	15.07	1.37	0.00	2.33	404.91
BY COUNTY 108			392.17	45.12	15.07	1.37	0.00	2.33	404.91
CURR FOR 0035 CITY OF LA JOYA			225.95	20.54	0.00	0.00	0.00	1.03	224.92
BY COUNTY 108			225.95	20.54	0.00	0.00	0.00	1.03	224.92
DELQ FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0035 CITY OF LA JOYA			225.95	20.54	0.00	0.00	0.00	1.03	224.92
BY COUNTY 108			225.95	20.54	0.00	0.00	0.00	1.03	224.92
CURR FOR 0036 CITY OF PROGRESO			191.82	19.36	0.00	0.00	0.00	0.97	190.85
BY COUNTY 108			191.82	19.36	0.00	0.00	0.00	0.97	190.85
DELQ FOR 0036 CITY OF PROGRESO			28.74	5.79	16.14	2.96	0.00	0.44	44.44
BY COUNTY 108			28.74	5.79	16.14	2.96	0.00	0.44	44.44
TOTAL FOR 0036 CITY OF PROGRESO			220.56	25.15	16.14	2.96	0.00	1.41	235.29
BY COUNTY 108			220.56	25.15	16.14	2.96	0.00	1.41	235.29
CURR FOR 0037 CITY OF SAN JUAN			4,093.07	372.09	0.00	0.00	0.00	18.61	4,074.46
BY COUNTY 108			4,093.07	372.09	0.00	0.00	0.00	18.61	4,074.46
DELQ FOR 0037 CITY OF SAN JUAN			17.38	2.22	4.00	0.51	0.00	0.14	21.24
BY COUNTY 108			17.38	2.22	4.00	0.51	0.00	0.14	21.24
TOTAL FOR 0037 CITY OF SAN JUAN			4,110.45	374.31	4.00	0.51	0.00	18.75	4,095.70
BY COUNTY 108			4,110.45	374.31	4.00	0.51	0.00	18.75	4,095.70
CURR FOR 0039 CITY OF SULLIVAN			106.51	9.68	0.00	0.00	0.00	0.48	106.03
BY COUNTY 108			106.51	9.68	0.00	0.00	0.00	0.48	106.03
DELQ FOR 0039 CITY OF SULLIVAN			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0039 CITY OF SULLIVAN			106.51	9.68	0.00	0.00	0.00	0.48	106.03
BY COUNTY 108			106.51	9.68	0.00	0.00	0.00	0.48	106.03



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Events will be presented at the meeting.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 01/08/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for December 28, 2017 Special Called Meeting and January 2, 2018 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 01/08/2018
Final Approval - 01/11/2018

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
THURSDAY, DECEMBER 28, 2017
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Thursday, December 28, 2017 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Mario Bracamontes

STAFF PRESENT: Edward Wylie, Deputy City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Karla Moya, Finance Director
Rodolfo Martinez, Municipal Court Judge
Bea Fuentes, HR Coordinator
Edward Chavez, Interim Asst. Police Chief
Leonardo Perez, Fire Chief
Roland Gomez, Asst. Dev. Services Director
Rick Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Roel Garza, Asst. Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library
Jose Pena, IT Director
Fred Brouwen, Asst. Bridge Director
Veronica Gutierrez, Purchasing Coordinator

CITY ATTORNEY John Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

ITEM 2. ADMINISTRATIVE

A) PRESENTATION BY HIDALGO COUNTY JUDGE (ADMINISTRATION)

Honorable Judge Ramon Garcia stated he was visiting all cities in Hidalgo County to explain the need of a new county courthouse. He stated the present courthouse was built in 1954 and back then, there were only 3 courts and 160,000 residents living in the county. Now Hidalgo County has 24 courts with an additional court needed in 2018. Judge Garcia presented a video on safety issues, health hazards, financial advantages, and renovations vs. construction.

Mayor Hernandez thanked Judge Ramon Garcia for his presentation and briefly stated the City of Pharr wanted to see this project succeed and was prepared to make that investment as well to assist the county.

Comm. Medina asked if the courthouse would be in the same location. Judge Ramon Garcia replied by stating yes, it would be in the same area. Comm. Medina also asked about parking. Judge Ramon Garcia stated they had a map that addressed the parking but unfortunately, it was not included in video. However, he stated the county did own two and a half blocks adjacent to courthouse that they would be utilizing for parking. He further stated the City of Edinburg had discussed the idea of a parking garage. Comm. Medina questioned the price of project. Judge Ramon Garcia stated they were trying to keep the project below \$150 billion with no increase of taxes.

Comm. Carrillo asked how committed the City of Edinburg was to this project. Judge Ramon Garcia stated the previous administration was fully committed to the project but the present administration was currently conducting their own evaluation and will be providing Hidalgo County with a response in January.

Comm. Guajardo thanked Judge Ramon Garcia for providing information and stated City of Pharr was willing to help in this project. Judge Ramon Garcia stated Hidalgo County was committed to the City of Edinburg at this time, but things could change and hopefully, they would get a response by January.

Comm. Caballero asked if there were other areas considered for the project or if it was something they would need to strategize about. Judge Ramon Garcia stated there were no other areas considered and if need be, they would re-evaluate the project and consider a secondary option.

Ed Wylie, Deputy City Manager, asked Judge Ramon Garcia how many acres they would need for this project. Judge Ramon Garcia stated a minimal of 20 acres.

MINUTES: SPECIAL CALLED MEETING
DECEMBER 28, 2017

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

ITEM 3. 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

The time being 4:18 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 4. RECONVENE

The time being 4:53 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. ADJOURNMENT

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 28th DAY OF DECEMBER 2017 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

MINUTES: SPECIAL CALLED MEETING
DECEMBER 28, 2017
ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, JANUARY 2, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, January 2, 2018 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Comm. Roberto “Bobby” Carrillo
Comm. Mario Bracamontes

STAFF PRESENT: Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Rodolfo Martinez, Municipal Court Judge
Bea Fuentes, HR Coordinator
Joe Luengo, Interim Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Dev. Services Director
Rick Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library
Jose Pena, I.T. Director
Fred Brouwen, Assistant Bridge Director
Victor Perez, PEDC Director
Sandra Zamora, Purchasing Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:05 p.m. Roll call established a quorum.

MINUTES: REGULAR CALLED MEETING
JANUARY 2, 2018

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Ed Wylie, Deputy City Manager, led in the pledge of allegiance and Jose Luengo, Interim Police Chief, said the invocation.

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Kenneth Fletcher thanked the commission for being assigned to the Planning & Zoning Board and stated while he was there; he purchased material to further educate himself. Mr. Fletcher spoke about final plat approval process and read step 17 from Pharr Code, Section 118-153, 2 (A-2). Lastly, he voiced his concern about a truck parked in a residential area and stated trucks were still parking at fire lanes at Costco and loading in the front entrance when raining.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 3. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Ed Wylie, Deputy City Manager, stated City Engineer was in the audience and questions could be entertained at this time. There were no questions.

B) CITY EVENTS OF INTEREST

Ed Wylie, Deputy City Manager, called upon Isaac Escobedo from Parks and Recreation Department to introduce Pharr All Stars Football Team.

Isaac Escobedo, Parks & Recreation Division Head, introduced the 4th and 5th Grade All Stars Football team and coaches Jose Luengo, Jose Andrade and Daniel Calvillo.

Jose Luengo, Interim Police Chief, stated on Wednesday, December 20, 2017, twenty-four athletes from the Pharr area participated in the 2017 Pharr versus Edinburg All Stars game who were nominated from seven Parks & Recreation teams. These motivated and dedicated young men from the 4th and 5th grade levels represented the great City of Pharr with the highest levels of sportsmanship and hard work and the end resulted in a victory with the score being 12 to 6. Most importantly, this event provided these young athletes to develop

MINUTES: REGULAR CALLED MEETING
JANUARY 2, 2018

confidence, memories and friendships and thanked the Mayor and Commissioners for all their support.

Ed Wylie, Deputy City Manager, announced a Ribbon Cutting Event for Index Fresh would take place on January 9, 2018 at 10:00 a.m. He stated Index Fresh was a cold storage facility of approximately 50,000 square feet located at 1100 West Central Capote Ave. Mr. Wylie also announced a groundbreaking event for Topgolf would take place on January 10, 2018 at 11:00 a.m. at 1901 West Interstate 2 at intersection of Jackson Road and Kelly Avenue.

Ed Wylie, Deputy City Manager, announced Christmas tree recycling would be taking place from December 28, 2017 to January 9, 2018 at the Pharr Public Works located at 1015 East Ferguson Avenue and Jose "Pepe" Salinas Civic Center located at 1011 West Kelly Avenue.

Ed Wylie, Deputy City Manager, announced a Ribbon Cutting Event for the Development & Research Center would take place on January 11, 2018 at 11:30 a.m. invited the public to attend.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR DECEMBER 4, 2017 REGULAR CITY COMMISSION MEETING; AND DECEMBER 18, 2017 REGULAR CITY COMMISSION MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-50 (RENTAL OF CITY FACILITIES) *3RD & FINAL READING* (PARKS)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-94-11 RELATING TO METER DEPOSITS AND THEIR REIMBURSEMENT CRITERIA *2ND READING* (FINANCE)**
- D) CONSIDERATION AND ACTION, IF ANY, ON RIO GRANDE VALLEY PARTNERSHIP-CHAMBER OF COMMERCE MEMBERSHIP RENEWAL IN THE AMOUNT OF \$2,500 (BRIDGE)**
- E) CONSIDERATION AND ACTION, IF ANY, ON ADVERTISING IN THE TEXAS INTERNATIONAL PRODUCE ASSOCIATION 2018 MEMBERSHIP DIRECTORY IN THE AMOUNT OF \$800 (BRIDGE)**

F) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF FINAL RECONCILIATION OF QUANTITIES FOR THE SOUTH PHARR ELEVATED STORAGE TANK REHABILITATION PROJECT (BID NUMBER 1617-01-528-0031) (ENGINEERING)

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

PLATS:

1. MELDEN & HUNT INC., REPRESENTING SHAVI MAHTANI, PRESIDENT OF DOMAIN DEVELOPMENT CORP., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED WEST OAK MANOR SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS A BEING A RE-SUBDIVISION OF 31.939 ACRES OUT OF LOT 87, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 5400 BLOCK OF NORTH SUGAR ROAD.

Ed Wylie, Deputy City Manager, introduced the consent agenda and recommended approval.

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

Ordinance No. O-2018-01 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING A NEW CITY SEAL (ADMINISTRATION)

Ed Wylie, Deputy City Manager, introduced the item and stated item would be discussed in closed session.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; 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, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING

**BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING
(DEVELOPMENT SERVICES)**

Ed Wylie, Deputy City Manager, introduced the item and stated this was for expansion of Las Milpas Road to three lanes at the east and west intersections.

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

Resolution No. R-2018-02 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

**A) CONSIDERATION AND ACTION, IF ANY, ON WORLD CITY 2017 PHARR
TRADE NUMBERS BOOK (BRIDGE)**

Ed Wylie, Deputy City Manager, introduced the item and briefly stated this book was purchased every year and Fred Brouwen, Assistant Bridge Director, was available to answer any questions.

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

**B) PRESENTATION BY PARKS AND RECREATION DEPARTMENT ON PHARR-
AFTER SCHOOL ACTIVITY PROGRAMS (PHARR- ASAP) (ADMINISTRATION)**

Ed Wylie, Deputy City Manager, introduced the item and stated item would be discussed in closed session.

ITEM 7. PURCHASING

**A) CONSIDERATION AND ACTION, IF ANY, ON PURCHASE AND SALES
AGREEMENT FOR 100 BLOCK OF WEST FERGUSON AVE.
(ADMINISTRATION)**

Ed Wylie, Deputy City Manager, introduced the item. He stated this was the old Lone Star Building on West Ferguson and the City was requesting to purchase the building to make the first Communications Center in Pharr. He stated currently the City of Pharr dispatches for four cities at two different locations, one at Police Department and one at the Fire Department.

Ed Wylie, Deputy City Manager, further stated this has been designed to be the first Regional 911 Communications Center and it will serve Pharr and smaller communities that do not have proper dispatching services. He mentioned there was interest from other cities wanting to come on board for communication services and stated this building had the

MINUTES: REGULAR CALLED MEETING
JANUARY 2, 2018

capabilities to host Emergency Management and Communications training sessions, amongst various other trainings.

Comm. Medina **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried by a majority of four (4) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY OF PHARR TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE TEXAS A&M FOREST SERVICE, A MEMBER OF THE TEXAS A&M UNIVERSITY SYSTEM AND AN AGENCY OF THE STATE OF TEXAS TO PARTICIPATE AS A MEMBER OF THE REGIONAL INCIDENT MANAGEMENT TEAM (FIRE)

Ed Wylie, Deputy City Manager, introduced the item and stated Fire Chief Lenny Perez was an IMT member. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE CONTRACT WITH R. GUTIERREZ ENGINEERING CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WEST THOMAS ROAD INTERSECTION WIDENING PROJECT (ENGINEERING)

Ed Wylie, Deputy City Manager, introduced the item and stated this was for a three-lane expansion at Thomas Road and 281 and Thomas Road and Jackson Road.

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

C) CONSIDERATION AND ACTION, IF ANY, ON RENEWING CAMERA SERVICES AGREEMENT BETWEEN THE CITY OF PHARR INTERNATIONAL BRIDGE AND INMOBILIARIA JUGAS, S.A. DE C.V. (BRIDGE)

Ed Wylie, Deputy City Manager, introduced the item and stated this would allow the city to see the traffic on the Mexican side of the bridge and stated this was for a 3-year contract at \$650 a month. He further recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON WELLNESS SCREENING SERVICES BETWEEN DOCTORS HOSPITAL AT RENAISSANCE, LTD. AND CITY OF PHARR (HR)

Ed Wylie, Deputy City Manager, introduced the item and stated the City was offering full health screenings at \$15.00 per employee for a total of \$8,250.

Comm. Medina stated \$15.00 was a great deal and he was very glad the city was doing this.

Comm. Medina **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried by a majority of four (4) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

E) CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH THE WARREN GROUP, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE MASTER PLANNING OF THE TIERRA DEL SOL BANQUET HALL (PARKS)

Ed Wylie, Deputy City Manager, introduced the item and stated this was for the second floor - Executive Hall re-design to bring to modern standards.

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

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

ITEM 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

The time being 4:25 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:17 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING A NEW CITY SEAL (ADMINISTRATION)

Ed Wylie, Deputy City Manager, re-introduced the item and recommended approval.

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

ITEM 6. ADMINISTRATIVE

B) PRESENTATION BY PARKS AND RECREATION DEPARTMENT ON PHARR-AFTER SCHOOL ACTIVITY PROGRAMS (PHARR- ASAP) (ADMINISTRATION)

Ed Wylie, Deputy City Manager, re-introduced the item and stated this was a presentation and no action was required.

ITEM 9. LEGAL

A) CONSULTATION AND UPDATE WITH LEGAL COUNSEL ON BOYS AND GIRLS CLUB LEASE AND OTHER MATTERS INCIDENTAL TOO (ADMINISTRATION)

Ed Wylie, Deputy City Manager, introduced the item and stated this was for consultation and no action was required.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:17 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

MINUTES: REGULAR CALLED MEETING
JANUARY 2, 2018

ON THIS THE 2nd DAY OF JANUARY 2018 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. 0-94-11 relating to Meter Deposits and their reimbursement criteria. ***3rd and Final Reading.***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Pharr has an Ordinance establishing the Meter Deposits rates for residential and rental properties locations.

Residential : \$100.00

Rental Property: \$150.00

The ordinance establishes that deposits to be applied to any unpaid bill service discontinued.

An amendment to ordinance is proposed where Meter Deposits are being reimbursed for all account holders with good standing , where good standing means not having two consecutive months of delinquency.

Financial Consideration:

Staff Recommendation: To Approve.

Alternatives:

ROUTING:

Karla Moya

Karla Moya

Created/Initiated - 01/08/2018

Approved - 01/09/2018

Patricia Rigney
City Management Office

Approved - 01/09/2018
Final Approval - 01/11/2018

STATE OF TEXAS []

COUNTY OF HIDALGO []

ORDINANCE

CITY OF PHARR []

No. **0-94-11**

AN ORDINANCE AMENDING ORDINANCE No. 94-11 DATED MARCH 15th, 1994
SECTION THREE B. BE AMENDED PRESCRIBING METER DEPOSIT AMOUNT;
REPEALING ALL ORDINANCES ORDERS OR RESOLUTIONS, OR PARTS THEREOF, IN
CONFLICT,

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

SECTION I: That section 3 be amended so that same shall read as follows:

SECTION 3B: A meter deposit of \$100.00 shall be required for all residential connections, and a deposit of \$150.00 shall be required for all rental and commercial properties for connection to the City's water system. After 2 years of continuous, uninterrupted service, meter deposits may be refunded only if there has been no period of delinquency lasting 2 consecutive months or more. In the event of delinquency, meter deposits shall be applied to any unpaid balance after service is discontinued.

SECTION 2: That except as herein amended, said ordinance shall remain in full force and effect, unimpaired hereby,

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS in this
the ____ day of _____, 2017, A.D.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

ORDINANCE No.: 0-94-11

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

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

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

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, to allow a Carnival and Fun Fair to be held February 1-11, 2018 at 1701 N. Cage and wave application fees.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Carnival and Fun Fair to be held at 1701 N. Cage southbound frontage with a contribution being given to the 2018 Fire Fest account.

Financial Consideration: We are asking that application fees be waved since they are contributing to our 2018 Fire Fest account

Staff Recommendation: This will help enhance the activities that are provided to our Citizens during 2018 Fire Fest.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 01/10/2018

Leonardo Perez

Approved - 01/10/2018

Patricia Rigney

Approved - 01/10/2018

Karla Moya

Approved - 01/11/2018

City Management Office

Final Approval - 01/11/2018



**SPECIAL EVENT APPLICATION
(FOR CARNIVALS, CIRCUSES OR MASS GATHERINGS)**

SUBMIT THIS APPLICATION NOT LESS THAN 45 DAYS PRIOR TO THE EVENT

-
1. Dates of Event: Feb 1-11, 2018
2. Time of the Event: M-F OPEN 5pm - 10 SAT-SUN 5-11 pm
3. Physical Address of the Event: 1701 N-Cage
4. General Description of the Event: Carnival AND FUN FAIR
-
5. Local Representatives, Promoters, Owners, and Vendors associated with the Activity:
- | NAME: | ADDRESS: | PHONE #: |
|----------------------|--------------------------|-----------------|
| <u>Billy DILLARD</u> | <u>4205 Lebanon Lane</u> | <u>279-2214</u> |
| | <u>EDINBURG TX</u> | |
-
6. Owner(s) of the real property on which the event will be located:
- Rigoberto Lopez, CPA ; 315 Calle Del Norte Ste. #201
Laredo, TX 78041 ; phone # 956-722-0933
7. The specific description of the property on which the event will be held:
- GRASS
-
8. Maximum number of people expected to attend: total 3,000 (Attendance shall be limited to that number)
9. Description of each step sponsor has taken to insure minimum standards of sanitation and health during the activity (please state whether sponsor has contacted the Health Department regarding said event):
- Security - bathrooms - trash dumpster, health
permits

10. Description of each step the sponsor has taken to guard against hazards of fire and smoke and a plan for orderly disbursement of people in the event of a fire (please state whether sponsor has met with the Fire Marshal regarding said event):

Traffic Control, minimum walkway 18 foot
many Exits

11. Description of all preparations being made to provide traffic control on the public streets in and around said event (please indicate whether sponsor has spoken with the Traffic Safety Coordinator regarding said event):

2 Entrances, many exits

12. Description of all preparations made to provide adequate medical and nursing care for said event:

First Aid - Telephone (cell)

13. Description of the plan and activity parking and locations used solely for parking for said event:

Plenty of parking 5+ Acres

14. Description of all preparations being made to protect the physical safety of people attending said event (please indicate whether sponsor has spoken with the Police Department regarding said event):

Will hire off duty security

15. Documentation required for processing of application per Pharr City Ordinance:

- a) A non-refundable application fee of \$500.00 shall accompany this application.
- b) A copy of the general and/or special liability insurance policy and declarations and/or bonds (\$1,000,000) covering event and activity personnel, visitors, invitees, and participants.
- c) A copy of the agreement between the property owners and event representatives or promotions.

I, William S. Dillard, Promoter/Sponsor, hereby agree to abide by any and all City Ordinances including but not limited to the City of Pharr Ordinance No. O-2013-20 and I hereby acknowledge that I have read Ordinance No. O-2013-20.

Signed this 5 day of January, 2018

William Dillard
Promoter/Sponsor

FOR OFFICE USE ONLY

Date Received: _____

Application shall be subject to review by the following departments:

() approved () denied () approved () denied

Director of Planning and Zoning Department

Director of Public Works Department

() approved () denied () approved () denied

Fire Chief

Police Chief

() approved () denied () approved () denied

Health Department

City Manager



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: January 12, 2018

MEETING DATE: January 15, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action if any, on request from St. Margaret's Church CCE Program for assistance with traffic control during their re-enactment of the stations of the cross on Sunday, February 25, 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: St. Margaret Church Continuing Catholic Education Program

What: Re-enactment of the stations of the cross. These events encompass Jesus' journey carrying his cross from the Hall of Pilate where he was condemned to death to the site of his execution on Golgotha (Calvary).

Where: 122 W. Hawk Av. The requested escort will be west bound from W. Ares St. and south onto N. Flag St. The escort will then go east bound on W. Hawk St. and ending in St. Margaret parking lot. 2 (two) officers working on duty can be used, one (1) in front of escort and one at the rear.

When: The event will be held on Sunday February 25, 2018. 9:00Am to 10:30 AM.

Why: The escort is requested to provide safety for the citizens and participants of the event.

Financial Consideration: Two Police Officers can be used to help with the escort. Department can use officers that are on duty. At this time no over time needs to be paid for this event.

Staff Recommendation: Staff recommends approval.

Alternatives: Other alternatives are not to assist.

ROUTING:

Jose Luengo
City Management Office

Created/Initiated - 01/12/2018
Final Approval - 01/12/2018



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313

Date of Event: Sunday, February 25, 2018

Type of Event: ☐ Parade ☐ Walk-A-Thon ☐ Other Procession

NAME OF CONTACT PERSON: Sandra Salinas - Alicia Salinas

ORGANIZATION (IF APPLICABLE): St. Margaret Mary CCE Program

ADDRESS: 122 W. Hawk CITY: Pharr ZIP CODE: 78577

PHONE NO.: 787-8563

CELLULAR PHONE: 328-6158 789-6950

FAX NO.: 702 4509

E-MAIL: saint-margaret-mary @
cdob.org

PURPOSE AND DESCRIPTION OF EVENT:

Re-enactment of the stations of the cross
by the CCE Program

START TIME: 9:00 a.m.

END TIME: 10:30 a.m.

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

Starting Location: 122 W. Juarez

Ending Location: 122 W. Hawk

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

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information The Catholic Mutual Contact #: (956) 550 1586

Applicant Signature: [Signature] Relief Society of America

Date Received: 01-03-17

FOR CITY USE ONLY:

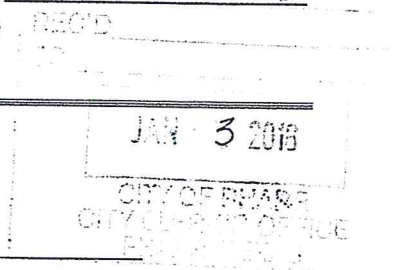
City Commission: _____

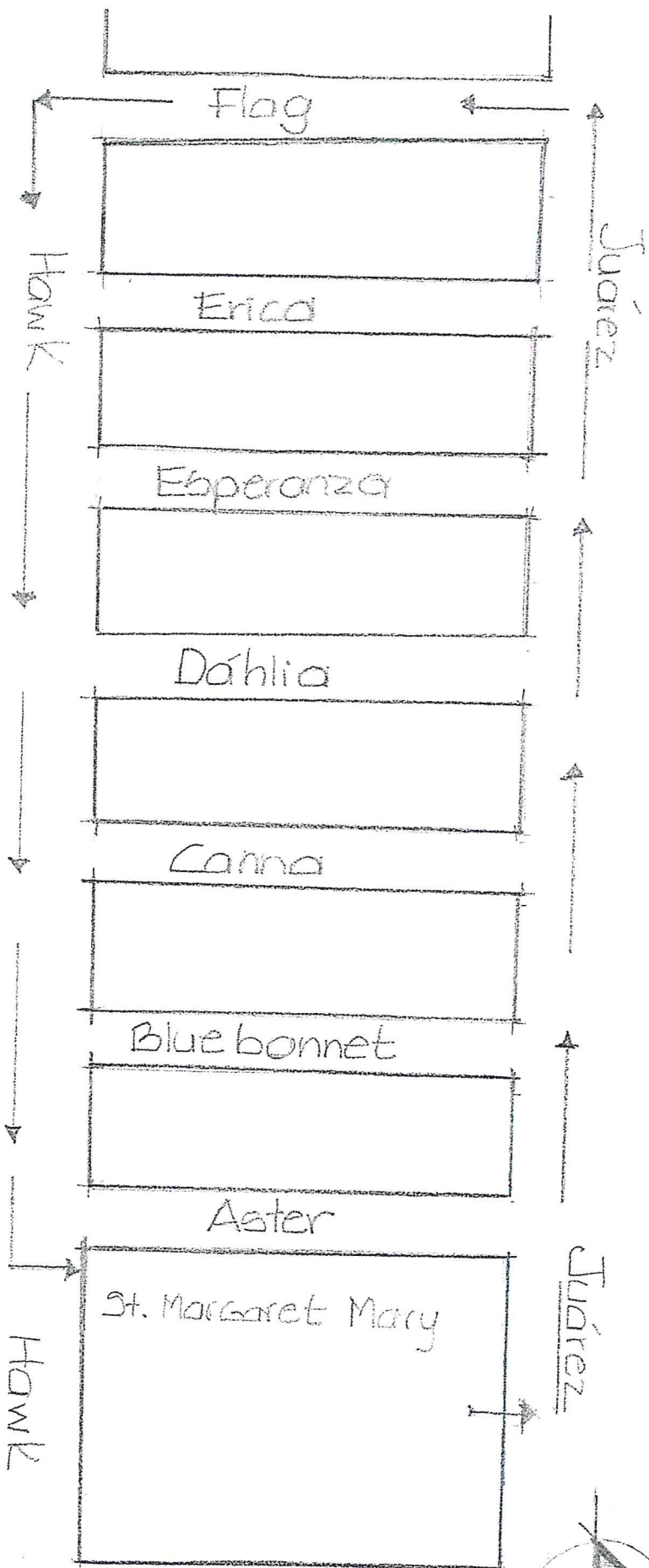
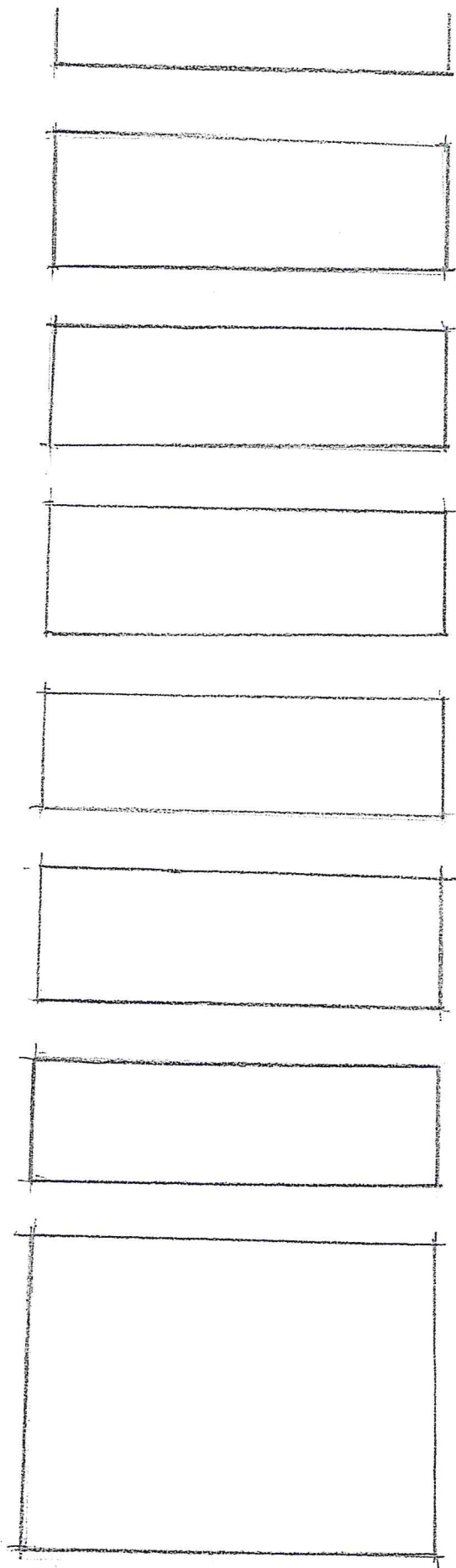
APPROVED _____

DENIED _____

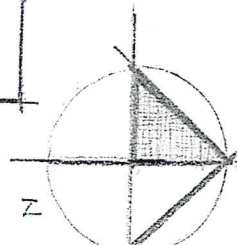
City Manager's signature

Date





Cage Blvd.





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on request to participate on the Texas Department of Transportation (TXDOT) 2019 Selective Traffic Enforcement Program Commercial Motor Vehicle Grant # 2019-PharrPD-S-CMV-00018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Who: Pharr Police Department and Texas Department of Transportation (TXDOT)

What: Agency participating on grant will make enforcement to reduce motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body of "Semi-Trailer" or "Truck Tractor."

Where: The enforcement will be conducted within the city limits of Far. All enforcement activities will must be initiated within, or en route to an established enforcement zone. Currently four (4) zones have been identified : **Zone (1)** 5600 S. Cage to 100 W. Dicker Rd., **Zone (2)** 800 N. Jackson Rd. to 100 W. Ferguson to 100 W. Sam Houston Rd., **Zone (3)** 800 N. Veterans to 1300 E. Moore Rd/ 200 S. Cage to 100 E. Interstate 2., **Zone (4)** 2000 N. Cage Bl., to 5600 N. Cage Bl. to 1600 W. Minnesota Rd., and 5600 N. Jackson to 1600 W. Ferguson Rd.

When: Period for this grant is from 10/01/2018 to 9/30/2019.

Why: The grant will increase public information and education on sharing the road with commercial motor vehicles.

Financial Consideration: The following are financial consideration:

Labor:

Overtime: \$ 11,999.95

Fringe: \$ 2,355.59

Travel: \$ 2,184.00

Total grant is \$ 16,539.53.

Staff Recommendation:

I recommend approval.

Alternatives: N/A

ROUTING:

Jose Luengo

Created/Initiated - 01/10/2018

Patricia Rigney

Approved - 01/10/2018

Karla Moya

Approved - 01/10/2018

City Management Office

Final Approval - 01/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on request to participate on the Texas Department of Transportation (TXDOT) 2019 Selective Traffic Enforcement Program Comprehensive Grant # 2019-PharrPD-S-1GY-00049.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Who: Pharr Police Department and Texas Department of Transportation (TXDOT)

What: Agency conducting enforcement of the grant will concentrate in DWI, Speed, Occupant protection, Intersection traffic control, Distracted Driving.

Where: All enforcement will be conducted within the city of the City of Pharr.

When: Grant period is 10/01/2018 to 09/30/2019.

Why: Increase public education and information campaigns regarding enforcement activities.

Financial Consideration: the following are the financial considerations:

Labor:

Salary: \$12,000.00

Fringe: \$ 2,355.60

Travel: \$ 1,296.00

Staff Recommendation: I recommend approval.

Alternatives: N/A

ROUTING:

Jose Luengo	Created/Initiated - 01/10/2018
Patricia Rigney	Approved - 01/10/2018
Karla Moya	Approved - 01/11/2018
City Management Office	Final Approval - 01/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: January 12, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, request from Hidalgo County Elections Department for use of the Pharr Events Center as Early Voting and Election Day polling location for the upcoming Primary, Primary Runoff, and General Elections.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Hidalgo County is requesting the Pharr Events Center facility as an Early Voting & Election Day polling location for their upcoming Primary, Primary Runoff, and General Elections.

Primary Early Voting Dates:

Tuesday, February 20, 2018 to Friday, March 2, 2018

Primary Election Day:

Tuesday, March 6, 2018

Primary Runoff Dates:

EV May 14, 2018 - May 18, 2018

ED May 22, 2018

General Election Dates:

EV October 22, 2018 - November 2, 2018

ED November 6, 2018

Financial Consideration:

Staff Recommendation: Staff is recommending approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 01/12/2018
Final Approval - 01/12/2018



ELECTIONS DEPARTMENT
County Of Hidalgo



Via facsimile

2018 Elections

December 15, 2017

To: Elva Edmundson,

We are requesting the use of your facility(s) as an **Early Voting & Election Day** polling location(s) for the Primary, Primary Runoff, and General Elections.

Primary Early Voting Dates and Hours:

Monday/ Lunes	Feb. 19, 2018	HOLIDAY
Tuesday/ Martes	Feb. 20, 2018	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Feb. 21, 2018	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Feb. 22, 2018	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Feb. 23, 2018	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Feb. 24, 2018	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Feb. 25, 2018	10:00 A.M. - 3:00 P.M.
Monday/ Lunes	Feb. 26, 2018	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Feb. 27, 2018	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Feb. 28, 2018	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Mar. 1, 2018	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Mar. 2, 2018	7:00 A.M. -- 7:00 P.M.

Primary Election Day:

Tuesday/ Martes	Mar. 6, 2018	7:00 A.M. -- 7:00 P.M.
------------------------	---------------------	-------------------------------

Primary Runoff
EV May 14, 2018 – May 18, 2018
ED May 22, 2018

General
EV Oct. 22, 2018 – Nov. 2, 2018
ED Nov. 6, 2018

Please complete the separate form faxed along with this letter and fax your response to (956) 393-2039 as soon as possible.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Melissa Alvarez

Melissa Alvarez

Elections Operation Manager

(956)318-2570 ext. 5709

Email: melissa.alvarez@co.hidalgo.tx.us

Register & Vote! Visit our website www.hgoco.net/elections



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: January 9, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on sponsorship for Children's Advocacy Center of Hidalgo County Vinos Fundraiser for \$1,500.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Children's Advocacy Center of Hidalgo County is requesting sponsorship for their Vinos Fundraiser to take place on Saturday, February 17, 2018 at the Embassy Suites Convention Center. Children's Advocacy Center assists with child abuse cases by facilitating healing and treatment of the victims and their families and raise awareness in our community.

Sponsorship Levels:

Champagne - \$10,000

Pinot Noir - \$7,500

Cabernet Sauvignon - \$5,000

Sauvignon Blanc - \$2,500

Merlot - \$1,500

Chardonnay - \$1,000

The City's last year sponsorship was \$1,500

Financial Consideration: \$1,500

Staff Recommendation: Staff recommends approval.

Alternatives: Not to sponsor

ROUTING:

Hilda Pedraza
Karla Moya
City Management Office

Created/Initiated - 01/09/2018
Approved - 01/09/2018
Final Approval - 01/11/2018

The Children's Advocacy Center was established in 2000 when a local two year old life ended tragically from abuse.

Child abuse and neglect is not an isolated occurrence.

It happens every single day in our community.

The Children's Advocacy Center assists with the investigation and prosecution of child abuse cases, facilitating the healing and treatment of the victims and their families and raising awareness in our community.

Since the center opened, over **14,000** child abuse victims have been helped. We are dedicated to promoting awareness and providing resources for children and families affected by abuse and neglect.

We believe that no child should ever be subjected to the pain of abuse or the lasting emotional trauma it leaves behind. Please join us in breaking the cycle of abuse -one

2017-2018 Board of Directors

Lorena Castillo

Tina Martin

Miguel Villarreal

Rick Guerrero

Danielle Fox

Providence Boneta

Jennifer Lewis

Betzabel Guerra

Myra Montalvo

Sandra Martinez

Linda Kostenko

Dr. Carolina Huerta



J. E. (Eddie) Guerra, Hidalgo Co. Sheriff

Ricardo Rodriguez, Jr., Hidalgo Co. District Attorney

Omar Escobar, Starr Co. District Attorney

Interim - Executive Director

Jesus Sanchez



a fundraiser for
**The Children's Advocacy Center
of Hidalgo County**

featuring an evening of fine wines, select beers,
tantalizing cuisine & amazing music

Saturday, February 17, 2018

7- 11pm

Embassy Suites Convention Center

music by premier show band

ELECTRIC CIRCUS

and the Renaissance Rockers

HOPE ❖ HEALING ❖ JUSTICE

DINE ❖ DRINK ❖ DANCE

Sponsorship Opportunities

Vinos 2018 is just around the corner!

You are cordially invited to join the Board of Directors of The Children's Advocacy Center of Hidalgo County for a fabulous evening featuring fine wines chosen especially for the evening, select draft and craft beers, and tantalizing cuisine from a wide array of premier local eateries. The festivities will include amazing music starting with local favorites, The Renaissance Rockers, and featuring renown show band Electric Circus - all while supporting the effort to provide critically needed services to child abuse victims in Hidalgo and Starr counties.

Your partnership in these efforts can help bring treatment, healing and justice to the young victims and break the cycle of child abuse.

We appreciate your consideration of generous support for this vital community effort.

The Board of Directors of
The Children's Advocacy Center
of Hidalgo County



Champagne - \$10,000 (Limited Availability)

3 Premier Placement Reserved tables at Vinos 2018 (24 seats) featuring Signature Service including butlered table service, exclusive table decorations and party swag

- Company Banner displayed prominently at all 2018 events
- Company Logo projected on 2018 event screens
- Company logo on photo backdrop at all 2018 events
- Company logo on permanent CACHC Giving Tree
- Recognition on Vinos 2018 online event page
- Recognition in all 2018 event marketing
- Recognition on CACHC website

Pinot Noir - \$7500

2 Prominent Placement Reserved tables at Vinos 2018 (16 seats)

- Company Logo projected on 2018 event screens
- Company logo on photo backdrop at all 2018 events
- Recognition on Vinos 2018 online event page
- Recognition in all 2018 event marketing
- Recognition on CACHC website

Cabernet Sauvignon - \$5000

1 Reserved table at Vinos 2018 (10 seats)

- Company Logo projected on 2018 event screens
- Company logo on photo backdrop at Vinos 2018
- Recognition on Vinos 2018 online event page
- Recognition in all 2018 event marketing
- Recognition on CACHC website

Sauvignon Blanc - \$2500

1 Reserved table at Vinos 2018 (10 seats)

- Company Logo projected on Vinos 2018 event screens
- Recognition on Vinos 2018 online event page
- Recognition in all Vinos 2018 event marketing
- Recognition on CACHC website

Merlot - \$1500

1 Reserved table at Vinos 2018 (10 seats)

- Company Logo projected on Vinos 2018 event screens
- Recognition on Vinos 2018 online event page
- Recognition on CACHC website

Chardonnay - \$1000

1 Reserved table at Vinos 2018 (8 seats)

- Company Logo projected on Vinos 2018 event screens
- Recognition on CACHC website

HOPE ❖ HEALING ❖ JUSTICE

HOPE ❖ HEALING ❖ JUSTICE



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: January 11, 2018

MEETING DATE: January 15, 2018

FROM: Ruben Alfaro, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 2 and Final Reconciliation of Quantities for the Jackson Road and Cage Blvd. Raised Medians Construction Project (Bid Number 1617-01-528-0027).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: IOC Company, LLC has completed the Jackson Road and Cage Blvd. Raised Medians Construction Project. A final inspection was held on September 25, 2017, and improvements were completed according to plans and specifications. A Review of the final reconciliation of quantities created the need of change order number 2 to pay for additional asphalt placed on-site.

Financial Consideration: Change Order Number 2 increases the contract amount for the Jackson Road and Cage Blvd. Raised Medians Construction Project from \$310,422.50 to \$318,422.50. Final Payment and release of 5% Retainage is in the amount of \$23,521.12.

Staff Recommendation: Staff recommends approval of Change Order Number 2 in the amount of \$8,000.00 increasing the contract amount to \$318,422.50 for the Jackson Road and Cage Blvd. Raised Medians Construction Project contract. As well as the approval for Final Payment in the amount of \$23,521.12 including the release of the 5% Retainage.

Alternatives: N/A

ROUTING:

Ruben Alfaro
Omar Anzaldua

Created/Initiated - 01/11/2018
Approved - 01/11/2018

Sandra Zamora
Karla Moya
City Management Office

Approved - 01/12/2018
Approved - 01/12/2018
Final Approval - 01/12/2018



CHANGE ORDER

Contractor: IOC Company L.L.C

Change Order No.: 2

Project: Jackson Rd. and Cage Blvd. Medians Construction Project

Date: 11-Jan-18

Bid No. 1617-01-528-0027

Notice to Proceed Date: Completed

Change Order Amount: \$ 8,000.00

You are directed to make the following changes in the Contract Documents:

Provide 64 TONS of additional asphalt required at Jackson Rd. increasing the total quantity of Item 340 to 808 TONS.

Reason for Change Order:

On-site conditions required additional asphalt to cover distresses encountered along Jackson Rd. This asphalt was necessary to provide the ride quality and grading as required per specifications.

	Contract Price		Contract Time(Calendar Days)
Original Contract:	\$ 297,844.50	Original Completion Date:	<u>25-Sep-17</u>
Previous Change Order: (+/-)	\$ 12,578.00	Additional Days:	<u>0</u>
This Change Order: (+/-)	\$ 8,000.00	Revised Completion Date:	<u>25-Sep-17</u>
Revised Contract Amount:	\$ 318,422.50		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

IOC Company, L.L.C

Contractor

Authorized Signature

Date

Recommended:

Ramiro Gutierrez, P.E.

Project Engineer

Authorized Signature

Date

Omar Anzaldia Jr., PE, CFM, PMP

City Engineer

Authorized Signature

Date

Approved:

Juan G. Guerra, CPA, MBA

City Manager

Authorized Signature

Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.J.

DATE SUBMITTED: January 11, 2018

MEETING DATE: January 15, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Traffic Signal Loop Detector Replacement Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

This request is to advertise for bids for Traffic Signal Loop Detector Replacement Project. These Traffic Signal Loops were identified by the Hidalgo County MPO to need replacement as part of an Regional Traffic study that was conducted by the HCMPO.

HCMPO has set aside \$1 million for operational improvements which could address signalization optimization as well as hardware replacement where needed. These improvements can only happen if the identified Traffic Signal loop issues are addressed.

Financial Consideration: Engineer's Opinion of Probable Cost is \$200,000

Staff Recommendation: Staff recommends approval of authorization to advertise a solicitation for formal sealed bids for the Traffic Signal Loop Detector Replacement Project.

Alternatives: None

ROUTING:

Omar Anzaldua
Omar Anzaldua

Created/Initiated - 01/11/2018
Approved - 01/11/2018

Karla Moya
Sandra Zamora
City Management Office

Approved - 01/12/2018
Approved - 01/12/2018
New - 10/11/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.

DATE SUBMITTED: January 12, 2018

MEETING DATE: January 15, 2018

FROM: Ricardo Pedraza, Public Works
Director

DEPARTMENT: Public Works

DIRECTOR: Ricardo Pedraza

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for a Supply Contract for the Purchase of Fuel for the Public Works Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Public Works Department would like to have the ability to start the process to prepare a solicitation packet to go out for bids for a One (1) Year Supply contract for the purchase of Fuel for our fleet and mechanical equipment. (we shall include options to extend the supply contract for two (2) years in one (1) year increments, if contract terms remain unchanged) Our previous Fuel Contract with Oil Patch Fuel & Supply has expired.

Financial Consideration:

Staff Recommendation: Staff recommends that we prepare a supply contract and go out for bids.

Alternatives:

ROUTING:

Ricardo Pedraza
Sandra Zamora
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 01/12/2018
Approved - 01/12/2018
Approved - 01/12/2018
Approved - 01/12/2018
Final Approval - 01/12/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.L.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Sandra Zamora, Purchasing Director

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for competitive sealed bids for the Purchase of 2018 City Fleet Units and related equipment.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Purchasing Department is respectfully requesting that authorization be given to allow for the advertisement/solicitation of competitive sealed bids for the Purchase of 2018 City Fleet Units and related equipment. (Budgeted \$792,700, funding approved 12-18-17 by the City Commission through the Capital Lease Financing contract with US Bancorp. Funding available January 2018.)

Financial Consideration: Budgeted \$792,700
December 18, 2017 CC approved Capital Lease Financing US Bancorp funding became available January 2018.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Sandra Zamora
Sandra Zamora
Patricia Rigney
Karla Moya

Created/Initiated - 01/10/2018
Approved - 01/10/2018
Approved - 01/10/2018
Approved - 01/11/2018

City Management Office

Final Approval - 01/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.M.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Sandra Zamora, Purchasing Director

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for competitive sealed bids for the Purchase of Ten (10) 2018 Police Pursuit SUVs and related equipment.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

The Purchasing Department is respectfully requesting that authorization be given to allow for the advertisement/solicitation of competitive sealed bids for the Purchase of Ten (10) 2018 Police Pursuit SUVs and related equipment. (Budgeted \$413,200 funding approved 12-18-17 by the City Commission through the Capital Lease Financing contract with US Bancorp. Funding available January 2018.)

Financial Consideration: Amount Budgeted: \$413,200

December 18, 2017 CC approved Capital Lease Financing US Bancorp funding became available January 2018.

Staff Recommendation: Approve as recommended.

Alternatives:

ROUTING:

Sandra Zamora
Sandra Zamora

Created/Initiated - 01/10/2018
Approved - 01/10/2018

Patricia Rigney
Karla Moya
City Management Office

New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 01/10/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.1.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Xoticas is requesting renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I). The property is legally described as a 0.6081 acre tract of land out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 4502 North Cage Boulevard.
SOB#010105

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Xoticas is requesting renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I). **SOB#010105**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I) subject to the listed conditions.

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 01/10/2018
Approved - 01/10/2018
Approved - 01/11/2018
Final Approval - 01/11/2018



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

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

Executive Summary Letter

January 15, 2018

Sexually Oriented Business License **Renewal** –

Xoticas

Background:

Xoticas is requesting renewal of the Sexually Oriented Business License. This request constitutes the 17th renewal for Xoticas.

The property is located at 4502 North Cage Boulevard. It is zoned Limited Industrial District (L-I) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and passed.

Recommendations:

Staff recommends **approval** of the request for renewal of the Sexually Oriented Business License subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\SOBs\Xotica_2001



MEMORANDUM

DATE: MONDAY, JANUARY 15, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: SEXUALLY ORIENTED BUSINESS LICENSE RENEWAL – FILE NO. SOB#010105 (XOTICA'S)
--

GENERAL INFORMATION:

APPLICANT: Xoticas is requesting renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as a 0.6081 acre tract of land out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 4502 North Cage Boulevard.

ZONING: The property is currently zoned Limited Industrial District (L-I). The surrounding area to the north, south and east is zoned Limited Industrial District (L-I) and the property to the west is zoned General Business District (C) and Limited Industrial District (L-I). The area is generally designated for industrial use in the Future Land Use Plan.

COMMENTS:

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

POLICE CHIEF:

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

PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services is recommending **approval** of the request for renewal of the Sexually Oriented Business License in a Limited Industrial District (L-I) subject to the following conditions:

- 1) Applicant shall comply with all Sexually Oriented Business License requirements, any violation will terminate the Sexually Oriented Business License;
- 2) Applicant shall comply with all City of Pharr Ordinance requirements;
- 3) Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Sexually Oriented Business License;
- 4) Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate the Sexually Oriented Business License;
- 5) This Sexually Oriented Business License shall be issued for a period of one (1) year. It shall be the owner's responsibility to apply for renewal ninety (90) days before its expiration date;
- 6) An opaque buffer will be required;
- 7) The premise should not have any public display of any sign, banner, flag, pennant, balloon, photograph, symbol, neon light, fluorescent color indicating that the nature of the business may be Sexually Oriented Business; and
- 8) All employees must wear name tags or uniforms identifying them as employees of the establishment.

Company Name or Business Entity: Xotica's Type of Business: Group A Assembly
Applicant: Kenneth D. Smart Jr. and Elizabeth Jimenez Phone No.: (956) 740-0487
(First) (Middle) (Last)
Mailing Address: 4502 N. Cage Pharr Tx 78577
(Address) (City) (State) (Zip)

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

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

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

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

Miguel Baza Wena 10/13/17
(INSPECTOR / OFFICER) (Date)

Corn Ceario
(RECEIVED BY)

10-13-17
(Date)

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



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

November 28, 2017

XOTICAS
4502 N CAGE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Nov 28, 2017 revealed no violations.

Inspection Note At time of CUP re-inspection, building was found to be in reasonable compliance.

8108 MARTIN TORRES
Inspector

ABEL CABALLERO

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT

NOV 28 2017

BY: 



Pharr Police Department

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



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 10/04/2017
Re: Sexually Oriented Business License Renewal – File No. SOB#010105 (Xoticas)

Kenneth D. Smartt Jr.) and Elizabeth Jimenez) d/b/a Xotica's are requesting renewal of a Sexually Oriented Business License in a Limited Industrial District (L-1). The property is more fully described as follows:

- **Legal Description:** A 0.6081 acres tract of land out of a certain 0.88 acre tract out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 4502 N. Cage Blvd.
- **Contact Number:** [REDACTED]

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

REPLY

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

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

Asst. Chief of Police

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

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

OCT 04 2017

BY: 



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.2.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

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 Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. **CUP#161155**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

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). The property is legally described as Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. **CUP#161155**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez

Created/Initiated - 01/10/2018
Approved - 01/10/2018

Melanie Cano
City Management Office

Approved - 01/11/2018
Final Approval - 01/11/2018



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

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

Executive Summary Letter

January 15, 2018

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 1st 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.

P:\Admin\CUPs\ABC-REGENCY HALL_D. BOJORQUES-ROBLES_2016

MEMORANDUM

DATE: MONDAY, JANUARY 15, 2018
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

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

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

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

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

PLANNING DEPT.: 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.

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: Regency Hall Type of Business: _____
Applicant: Ms. Bojorques - Robles Phone No.: 929-8613
(First) (Middle) (Last)
Mailing Address: 207 E. Ferguson Pharr Tx. 78577
(Address) (City) (State) (Zip)

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

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

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

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
*Electrical outlet in back kitchen needs new cover,
everything else @ time of inspection was clear
of violations.

B. LINDER 12-4-18 124-11 Luando Gamilla Jan/04/18
(INSPECTOR/OFFICER) (Date) (RECEIVED BY) (Date)



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

November 30, 2017

REGENCY HALL
207 E FERGUSON AVE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Nov 30, 2017 revealed no violations.

Inspection Note At time of CUP inspection building was found to be in reasonable compliance.

8108 MARTIN TORRES
Inspector

LULU JARAMILLO

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

NOV 30 2017

BY: 

1900 S. CAGE BOULEVARD

PH: 956-402-4700

FAX: 956-784-7844

To: Melanie Cano, Director of Development Services
From: Edward Chavez, Asst. Chief of Police
Date: 12/05/2017
Re: Conditional Use Permit to allow the sale and consumption of alcoholic beverages.

Diana Leticia Borjorques de Robles has submitted a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is described as follows:

Legal Description: Lots 10 and 11, Maco Business Center Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

Physical Address: 207 East Ferguson Avenue

Contact Number:

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

REPLY

Ms. Cano,

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

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

Assistant Chief of Police



Edward Chavez

Office: 956-402-4709

Edward.chavez@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

DEC 11 2017

BY: 



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.3.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Evangelina Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1). The property is legally described as being all of Lot 51, Sol Brilla Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 619 West Albatross Avenue. **CUP#171269**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Evangelina Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1) **CUP#171269**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1) subject to the listed conditions.

Planning and Zoning Commission carried the motion by majority with five (5) of the members voting yea and one (1) member voting nay to approve the request for a Life-of-the-Use Conditional Use Permit allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 01/10/2018
Approved - 01/10/2018
Approved - 01/11/2018
Final Approval - 01/11/2018

MEMORANDUM

DATE: MONDAY, JANUARY 15, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: LIFE OF THE USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZED STORAGE UNIT – (12 FT. X 16 FT., 10 FT. IN HEIGHT) FILE NO. CUP#171269

GENERAL INFORMATION:

APPLICANT: Evangelina Gonzalez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 51, Sol Brilla Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 619 West Albatross Avenue.

ZONING: The property is currently zoned Single-Family Residential District (R-1). The surrounding area is zoned Single-Family Residential District (R-1) to the north, south, west and east. The area is generally designated for single-family residential in the Future Land Use Plan.

ZONING: Fifty-eight (58) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. One person came into the office for information only.

**DEVELOPMENT
SERVICES**

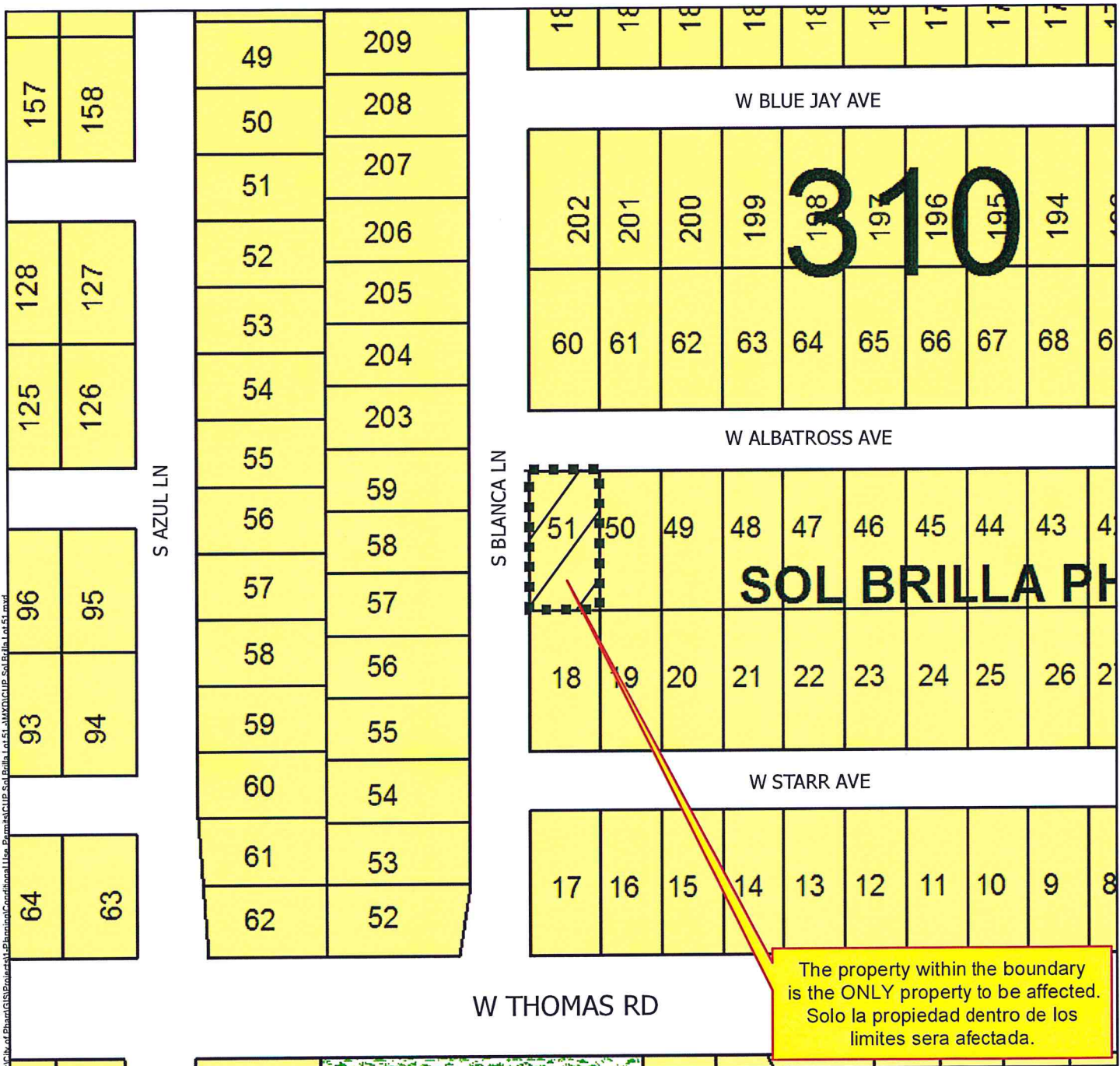
RECOMMENDATIONS:

Development Services is recommending approval of the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1) subject to the following conditions:

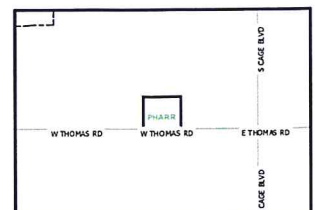
1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. The accessory use structure shall not have a separate electrical service;
3. No living amenities shall be installed in unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
 - Any change in use or change in extent of use, area or location.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

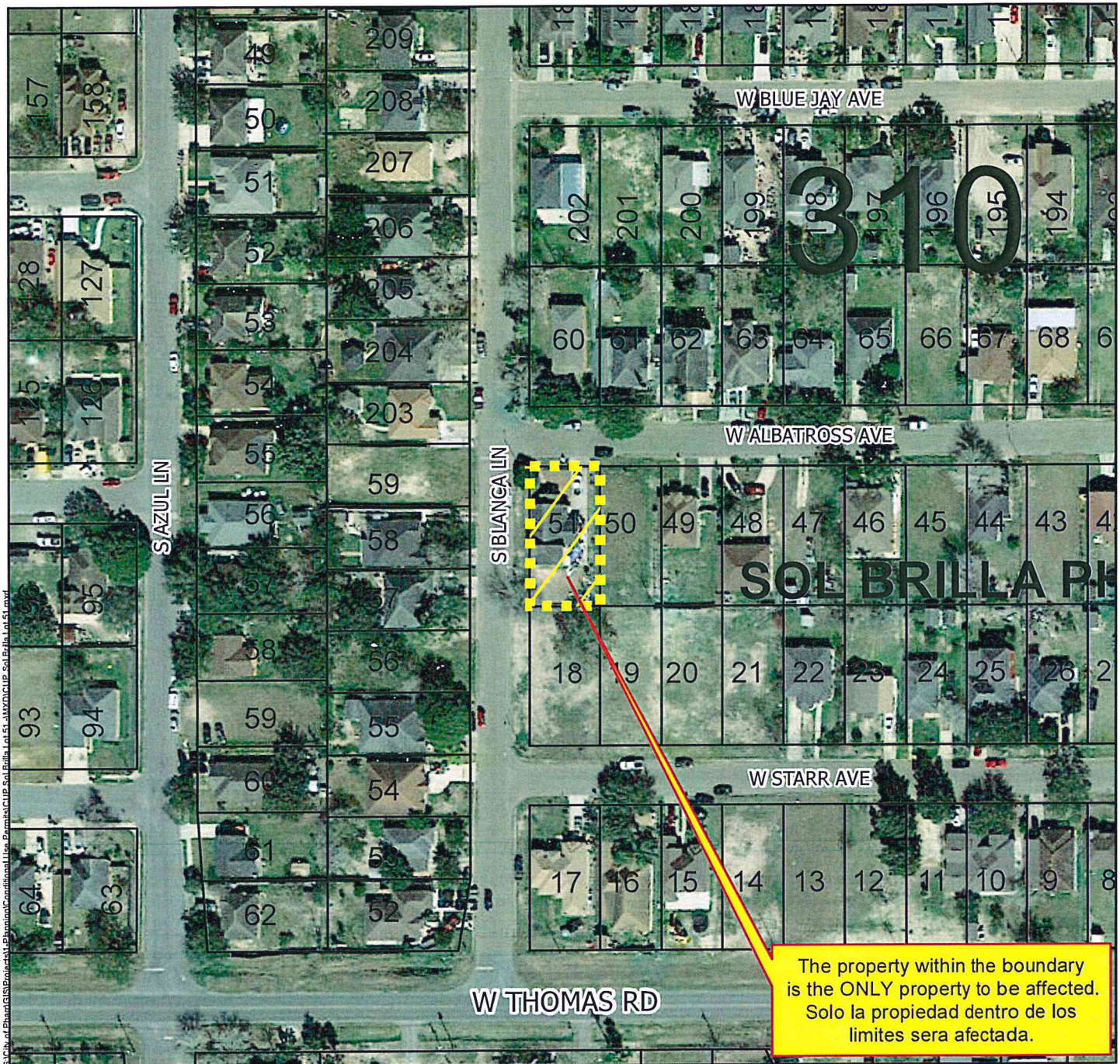
**PLANNING & ZONING
COMMISSION:**

Planning and Zoning Commission carried the motion by majority with five (5) of the members voting yea and one (1) member voting nay to approve the request for a Life-of-the-Use Conditional Use Permit allow an Oversized Storage Unit (12' x 16', 10' in height) in a Single-Family Residential District (R-1) subject to staff's recommendations.

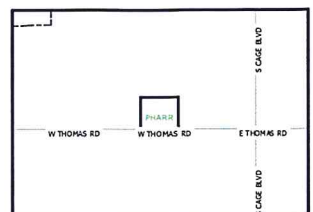


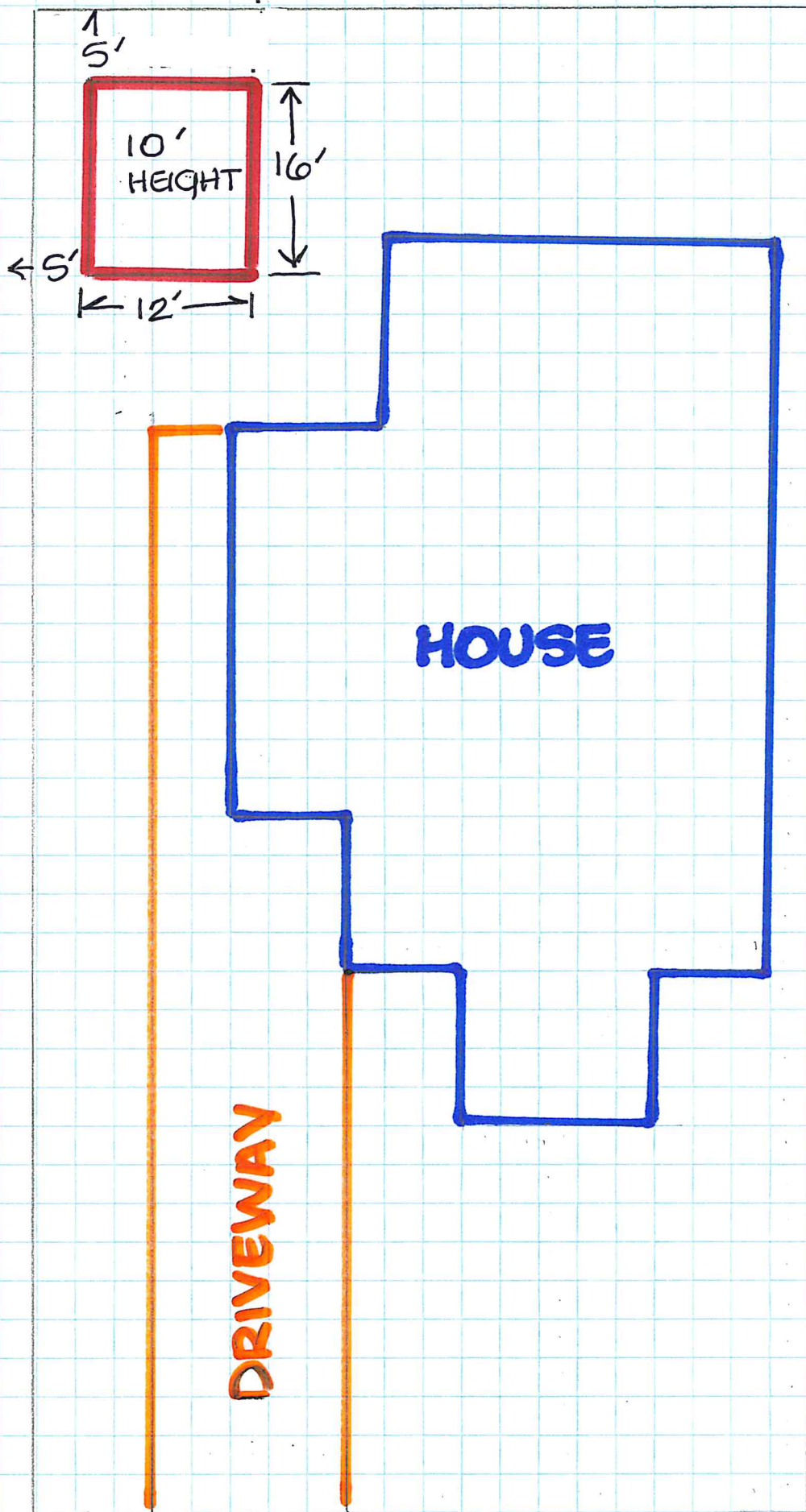
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





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.





619 W. ALBATROSS





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.4.

DATE SUBMITTED: January 10, 2018

MEETING DATE: January 15, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: David H. Meck, Director, representing Meck Enterprises, Inc., is requesting a change of zone from General Business District (C) to Heavy-Commercial District (H-C). The property is legally described as being Lot 1, Meck Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1400 West Warren Street. **COZ#171270**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: David H. Meck, Director, representing Meck Enterprises, Inc., is requesting a change of zone from General Business District (C) to Heavy-Commercial District (H-C). **COZ#171270**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Heavy Commercial District (H-C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. If approved, applicant must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to approve the rezoning request from General Business District (C) to Heavy Commercial District (H-C) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Rita Galvan

Created/Initiated - 01/10/2018

Roland Gomez

Approved - 01/10/2018

Melanie Cano

Approved - 01/11/2018

City Management Office

Final Approval - 01/11/2018



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: January 15, 2018

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** COZ:#171270
☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** December 15, 2017

5. **Applicant:** David H. Meck, representing Meck Enterprises, Inc., Director.
6. **Requested Action:** Re-zoning request from General Business District (C) to a Heavy Commercial District (H-C).
7. **Nature / Intent of Request:** In order to develop the property for heavy commercial business to include a warehouse and parking area for commercial vehicles.

8. **Routing to Staff:**

F. **Melanie Cano, Director**



Initials

1/4/18
Date

☒ **Approval** ☐ **Denial**

G. **Planning Staff
Recommendations**



Initials

1/4/18
Date

☒ **Approval** ☐ **Denial**

H. **Planning and Zoning
Commission**

Initials

1/8/18
Date

☒ **Approval** ☐ **Denial**

I. **City Attorney**

Initials

Date

☐ **Approval** ☐ **Denial**

J. **City Manager**

Initials

Date

☐ **Approval** ☐ **Denial**



MEMORANDUM

DATE: MONDAY, JUANARY 15, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Heavy-Commercial District (H-C): Being Lot 1, Meck Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1400 West Warren Street.

REZONING CHECKLIST / GOALS:

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

David H. Meck, Director, representing Meck Enterprises, Inc., is requesting a change of zone from General Business District (C) to Heavy-Commercial District (H-C). The property is legally described as being Lot 1, Meck Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1400 West Warren Street.

The subject site currently consists of one (1) lot which has a frontage of approximately 191 feet along West Warren Street and a depth of approximately 215 feet. West Warren is a 70' minor collector, which runs east and west, with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned General Business District (C). The surrounding property is zoned General Business District (C) to the south and west and Heavy Commercial District (H-C) to the north and east. The property is generally designated for industrial use in the Land Use Plan.

The subject property along with the property to the west was changed from Agricultural and/or Open Space District (A-O) to General Business District (C) on February 21, 1995. The property to the north was zoned General Business District (C) on February 15, 1994 and later zoned to Heavy Commercial District (H-C) on December 21, 2015. The property to the east was zoned to Heavy Commercial District (H-C) on June 15, 1982. There has been no other zoning request within the general vicinity of the subject property since that time.

The owner of the property is requesting a change of zone to a Heavy-Commercial District (H-C) in order to develop the property for a heavy commercial business to include a warehouse and parking area for commercial vehicles.

The *heavy industrial commercial* district is established to provide adequate space and site diversification for *commercial* establishments which would involve influences that would be objectionable in the other *commercial* districts or adjacent to residential districts. Included in this district are *commercial* uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from *heavy* service operations, or any other possibly blighting influences.

Eight (8) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

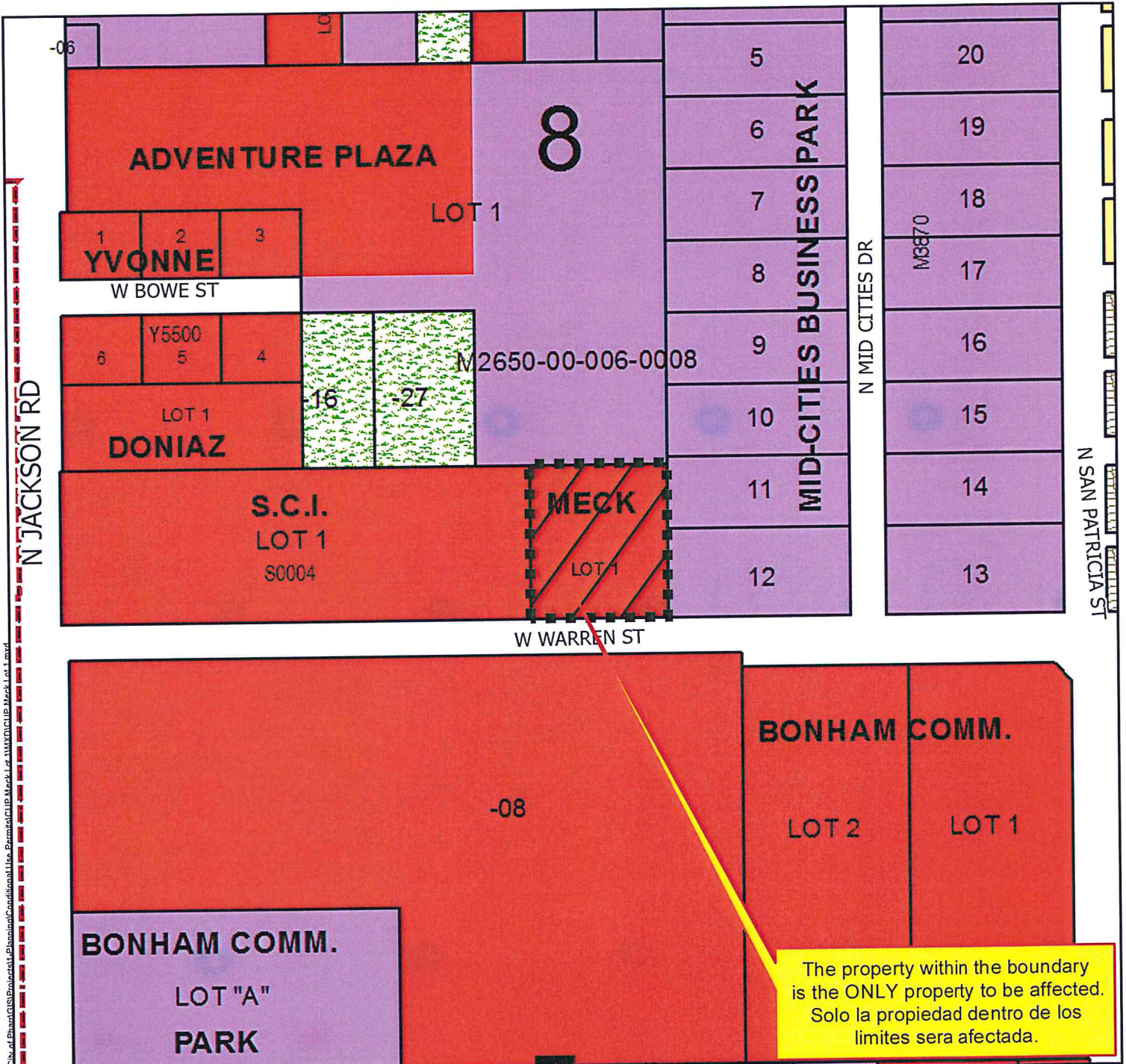
Development Services is recommending **approval** of the request to re-zone to Heavy Commercial District (H-C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. If approved, applicant must comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission unanimously voted to approve the rezoning request from General Business District (C) to Heavy Commercial District (H-C) subject to staff's recommendations.

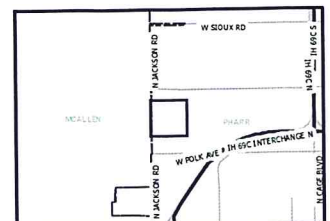
CITY COMMISSION OPTIONS:

- 4. Approve the rezoning request;**
- 5. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 6. Disapprove the request.**

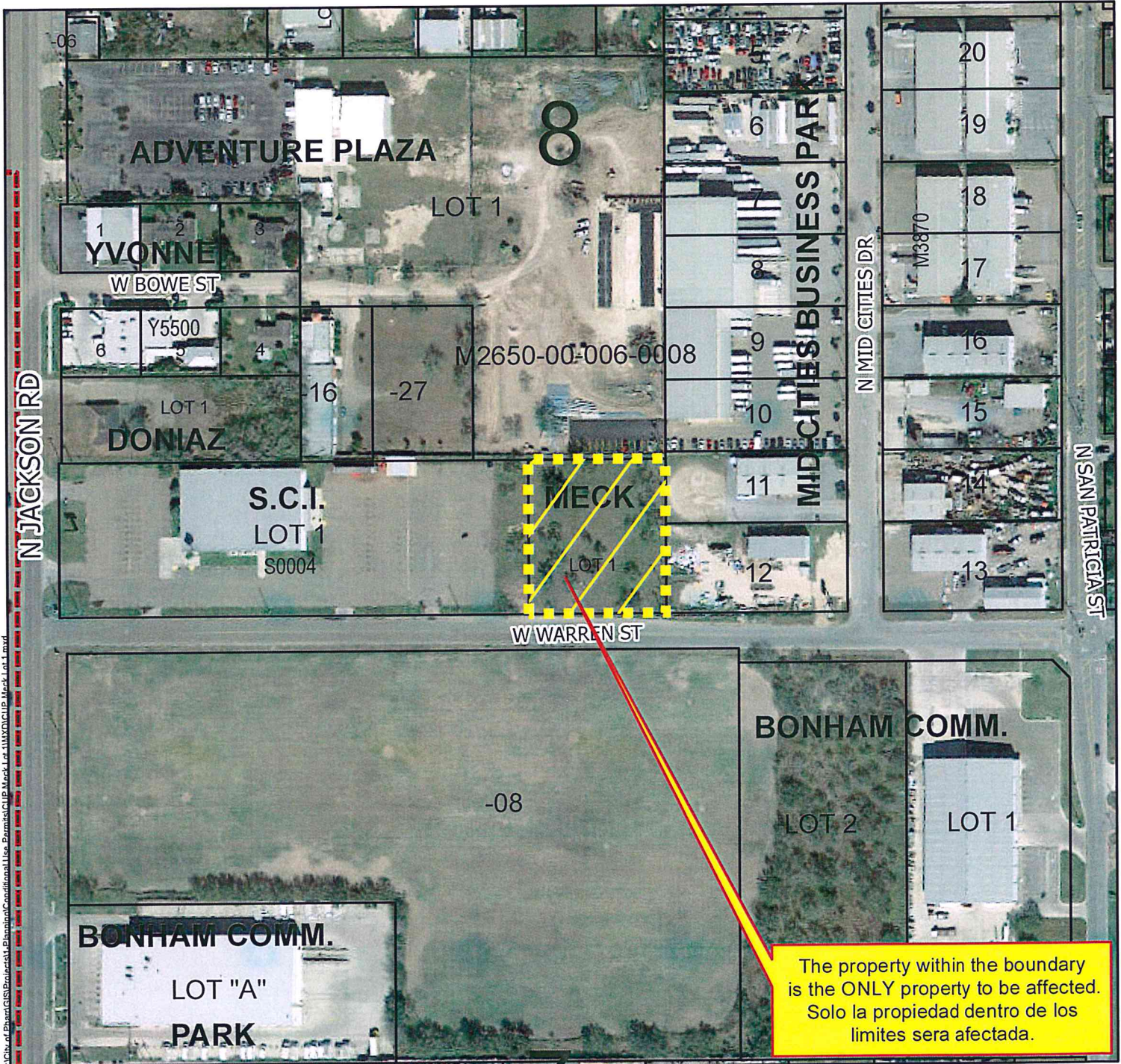


- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail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

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.



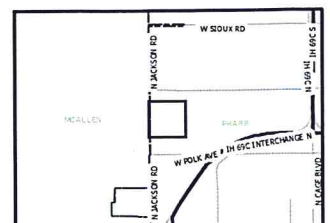
Proposed Change of Zone
Meck Lot 1
(C to HC) / David Meck



The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

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

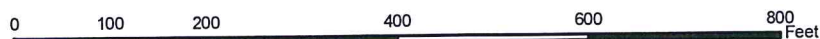
All information displayed on this map is subject
to verification by field survey or by the agency
responsible for maintaining the information.
This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4242

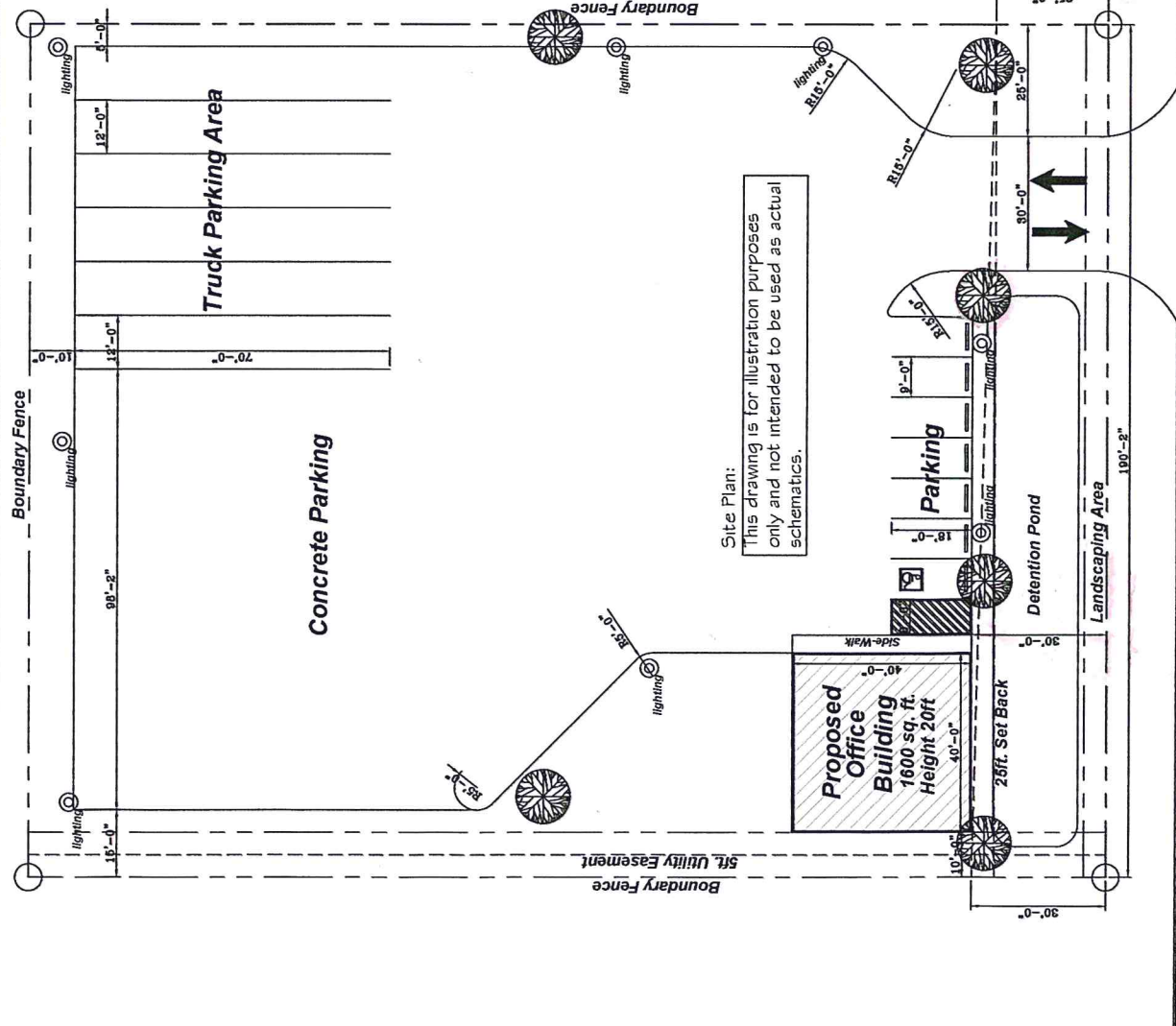
Date: 12/21/2017

Scale: 1 inch = 200 feet



A

Boundary Fence



Site Plan:
This drawing is for illustration purposes only and not intended to be used as actual schematics.

Project Info:
Trucking Company

Property Info:
Address: 1400 W. Warren St.
Pharr, Texas
Legal : A 1.048 Acre track of land of the south 240.0 feet of Lot 8, Blk G, A.J. McCall Subdivision, of portion GB, Hidalgo County, Texas

Parking :
A, 3 parking spaces for the 1st, 300 sq. ft. & 1 parking space for every 300sq. ft. of remaining building sq. ft.

W. Warren St.





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution appointing two (2) members to the Pharr Police Department Training Advisory Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Who: Pharr Police Department Training Advisory Board

What: The Pharr Police Department Training Advisory Board, is established pursuant to §1701.252 of the Texas Occupants Code. The Board is composed of the following members:

- a. One (1) Board Chair
- b. One (1) Board Secretary
- c. One (1) Public Member

The Board may be comprised of more than states above, only assuring that one third of the membership be comprised of "public members" as defined by the Texas Commission on Law Enforcement(TCOLE). Members of the Board will be determined by the Pharr Police Department, Chief of Police. The Chief of Police will appoint a Board Chair and Board Secretary. Board members will complete the TCOLE training Advisory Board Training(TCOLE # 3003) within (1) one year of replacement on the board.

The term of a Board member shall begin on the date of appointment. The term will be for four (4) years from date of appointment. Members may be reappointed by the Chief of Police, members must provide a written resignation to the Pharr Police Department Training Coordinator if they are unable to remain on the Board. The Pharr Police

Department Chief of Police will fill any vacancies on the Board.

The Pharr Police Department Training Advisory Board recently had a board member submit a letter of resignation. The Training Board is respectfully requesting the appointment of two members. The potential members have submitted a resume and are currently citizens of the City of Pharr.

Where: The physical office and mailing address of the Pharr Police Department Training Advisory Board shall be 1900 S. Cage Blvd., Pharr, TX 78577

When: The Board shall meet (2) twice each calendar year. The meeting date will be determined by the Pharr Police department Training Coordinator, the Board Chair and Board membership.

Why: The purpose of the board shall be to further the education of the employees of the Pharr Police Department and other neighboring law enforcement agencies.

Financial Consideration: No financial considerations at this time.

Staff Recommendation: I recommend the approval/appointment of Mr. Francisco Nunez and Mr. Uvaldo Gutierrez. Both Mr. Nunez and Mr. Gutierrez have shown interest in serving the Pharr police Advisory Training Board and the City of Pharr.

Alternatives: N/A

ROUTING:

Jose Luengo
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 01/08/2018
Approved - 01/09/2018
Approved - 01/09/2018
Final Approval - 01/11/2018

STATE OF TEXAS §
 §
CITY OF PHARR §

RESOLUTION NO. R-2018-__

WHEREAS, there is hereby a Police Advisory Board which shall function by making plans and acting as a Training Advisory Board being composed of seven (6) members to be appointed by the Board of Commissioners, and

WHEREAS, re-appointment/appointment of two (2) regular members need to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

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

The following residents of the City of Pharr are hereby appointed/re-appointed as regular members of the Police Training Advisory Board.

NAME:	LENGTH OF TERM
1. Uvaldo Nicholas Gutierrez Jr.	4 years
2. Francisco Nunez	4 years

The following residents of the City of Pharr are hereby appointed/re-appointed as alternate members of the Police Advisory Board.

NAME:	LENGTH OF TERM
1. N/A	
2.	

**PA
SS
ED,
AP
PROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of January 2018.**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: January 5, 2018

MEETING DATE: January 15, 2018

FROM: Zaida Garza, Administrative Assistant

DEPARTMENT: Municipal Court

DIRECTOR: Rudy Martinez

Agenda Item: Consideration and action if any, on Resolution authorizing the City of Pharr to execute an Interlocal Agreement with the County of Hidalgo for the Scofflaw Program.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This Interlocal Agreement is a renewal of a two year Interlocal Agreement entered into between the City of Pharr and the County of Hidalgo on November 17, 2015. This Interlocal Agreement will be for a period of five years (it is a three year agreement with two one-year renewals). Hamer Enterprises provides internet processing services for Hidalgo County.

Financial Consideration: The previous Interlocal Agreement helped the City of Pharr collect approximately \$512,000.00 in the last two years.

Staff Recommendation: Staff is recommending approval.

Alternatives: N/A

ROUTING:

Zaida Garza

Created/Initiated - 01/05/2018

Rudy Martinez

Approved - 01/05/2018

Patricia Rigney

Approved - 01/09/2018

Karla Moya

Approved - 01/09/2018

City Management Office

Final Approval - 01/11/2018

RESOLUTION

RESOLUTION AUTHORIZING THE CITY OF PHARR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF HIDALGO AND ALL NECESSARY COUNTY DEPARTMENTS FOR THE IMPLEMENTATION AND ENFORCEMENT OF A PROGRAM RELATED TO IDENTIFYING AND FLAGGING VEHICLE OWNERS WHO HAVE OUTSTANDING WARRANT OR WARRANTS FROM THE CITY OF PHARR FOR FAILURE TO APPEAR OR FAILURE TO PAY FINE ON A COMPLAINT THAT INVOLVES THE VIOLATION OF TRAFFIC LAW; AUTHORITY TO APPROVE ADMINISTRATIVE FEES; AUTHORITY AND APPROVAL OF ESCROW FUNDS; SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE

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

SECTION 1: AUTHORIZATION TO EXECUTE INTERLOCAL AGREEMENT.

- A. The City of Pharr hereby authorizes appropriate personnel including but not limited to the Mayor and other authorized presiding officers, City Manager, Pharr Board of Commissioners, and Municipal Court Judge, to contract with the County of Hidalgo and all necessary county departments and divisions for the implementation and enforcement of programs resulting in the flagging of vehicle owners who have outstanding warrant or warrants from the City of Pharr for failure to appear or failure to pay a fine on a complaint that involves the violation of traffic law.
- B. The City of Pharr also hereby authorizes the imposition of an additional administrative fee to be collected, in addition to any delinquencies, by violators to be used for the implementation and in furtherance of this program. The City of Pharr authorizes the payment of fees not to exceed \$20.00 per case to the County of Hidalgo and/or the Hidalgo County Tax Assessor for its participation and cooperation in the program in the effort to assist the City of Pharr in recovering delinquent fines, fees and other court costs.
- C. The City of Pharr further authorizes the payment of escrow funds to the appropriate agencies. The payment of escrow funds may be periodic and continuous throughout the effective date on the agreement.

SECTION 2: SAVINGS CLAUSE

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 3: SEVERABILITY CLAUSE

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

SECTION 4: EFFECTIVE DATE

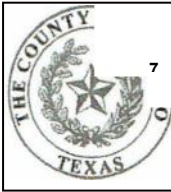
This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the _____ day of _____, 2018.

Dr. Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

	PABLO (PAUL) VILLARREAL, JR., PCC
	Tax Assessor-Collector
	PO BOX 2099 28045. BUS. HWY 281 EDINBURG, TX 78540 (956)318-2158

CERTIFIED MAIL No.

70t7 1450 0001 **634i ('34-7**

City of Pharr
Attn: Mayor Dr. Ambrosio Hernandez
118 South Cage 4⁶ Floor
Pharr, TX 78577

January 2, 2018

Dear Mayor Dr. Ambrosio Hernandez,

RE: Notification of the expiration of Interlocal Cooperation Agreement between the City of Pharr, Texas and the County of Hidalgo, Texas

am writing on behalf of the County of Hidalgo Tax Office in regards to the Interlocal Agreement that was entered on November 17, 2015, between the County and the City of Pharr, regarding the City's participation in the Hidalgo County Scofflaw Program. The agreement was drafted with a one year term and an automatic one-year renewal, which expired on November 17, 2017. As such, please be advised that as of the date of this correspondence, the County will no longer deny vehicle registrations on behalf of the City of Pharr until the contract is renewed.

The Hidalgo County Scofflaw Program has helped the City of Pharr collect approximately \$512,000.00 in outstanding traffic citation monies. We encourage the City of Pharr to continue to use the program as a tool to collect outstanding revenue. The Hidalgo County Tax Office stands ready to continue assisting the City of Pharr through this program and respectfully extends an invitation to renew its contract with the County for this service.

For your convenience, a sample Resolution and agreement are attached for your review. Should the City of Pharr decide to continue contracting with the County for Scofflaw Program services, we ask that the contract be placed on the City Council's agenda for consideration. Should it be approved, please provide the agreement and related items back to the County for consideration. Please contact me with any questions or concerns regarding this matter and I look forward to our continued relationship with the City of Pharr.

Th nks,

Sa Mos Cas'aneja 11)
Hidalgo County Motor Vehicle Manager

PV:EM:SC:CS

CC: CERTIFIED MAIL **No.41611 1450 coo I 6341? 1354**
City of Pharr — Municipal Court
Attn, Judge Rodolfo Martinez
1900 South Cage
Pharr, TX 78577

Cc: Pablo (Paul) Villarreal Jr. PCC, Hidalgo County Tax Collector
Cc: Eva Mireles, Hidalgo County Tax office, Chief of Operations
Cc: Claudia Salinas, Hidalgo County, Scofflaw Compliance Specialist

Tax Office Sub-Stations

1429 S Tower Rd 1902 Joe Stephen Ste. 201	509 E Earling Rd 722 N. Breyfogle Rd Ste. 104	300 W. Hall Acres Rd Ste. C	708 Edinburg Ave Ste.
Alamo, TX 78516	Weslaco, IX 78596	San Juan, TX 78569	Mission, TX 78574
(956)784-8688	(956)973-7825	(956)283-1645	(956)581-8898
Fax(956)784-3539	F8x(956)973-7829	Fax(956)283-1835	Fax(956)580-7425
			Pharr, TX 78577
			13 Elsa, TX 78543
			(956)784-3555
			(956)292-7622
			Fax(956)784-3556

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS**

This Agreement made and entered into this _____ day of _____, 20 , by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of Pharr, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY

- 2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the County with a detailed listing, in the County requested format, of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.
- 2.2 City shall provide the County Tax Assessor-Collector with a signed and stamped Scofflaw Denial / Release Form issued from the County office or the online Scofflaw system and a Payment Receipt, if applicable, when a traffic law matter is cleared regarding a person:
 - 2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or
 - 2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or
 - 2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.
- 2.3 Upon receiving a Scofflaw Denial / Release Form as indicated above and a Payment Receipt, if applicable, the County Tax Assessor-Collector may not refuse to register the motor vehicle.
- 2.4 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made regarding

denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

- 2.5 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.
- 2.6 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.
- 2.7 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.
- 2.8 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).
- 2.9 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.
- 2.10 Should City desire to allow vehicle owners to pay outstanding fine(s) online through the County's contracted internet payment services vendor, then City will execute any and all documents necessary to effectuate said service.
- 2.11 City shall obtain and maintain any and all software and technological resources necessary to effectuate Scofflaw services.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR

- 3.1 The County Tax Assessor-Collector shall:
 - 3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with the County and identified in accordance with Texas Transportation Code Chapter 702.
- 3.2 County shall provide a form to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

- 3.3 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receiving a Scofflaw Denial / Release Form and a Payment Receipt, if applicable, from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.
- 3.4 The County Tax Assessor-Collector shall at any time have the sole authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. CONSIDERATION AND PAYMENT

- 4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(e-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.
- 4.2 City shall assess a \$20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.
- 4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.
- 4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.
- 4.5 City shall, on a monthly basis, provide County a report reconciling the \$20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. TERM AND TERMINATION

This Agreement shall be effective as of the date of execution first written above, and shall supersede any other prior Agreements. Any Agreement entered into after the expiration of a prior Agreement for the same service, shall be effective as of the first day after the expiration of the prior Agreement. The term of this Agreement shall be for three (3) year(s) and this Agreement shall automatically renew for two (2) additional one year terms upon the same terms and conditions described herein. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other.

6. NOTICE

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, TX 78539

With Copy to: County Tax Assessor-Collector
Attn: Pablo (Paul) Villarreal, Jr.
2804 US Hwy 281
Edinburg, TX 78539

If to City of Pharr: City of Pharr
Attn: Dr. Ambrosio Hernandez, Mayor
118 South Cage 4th Floor
Pharr, TX 78577

With Copy to: Pharr Municipal Court
Attn: Rodolfo Martinez, Presiding Judge
1900 South Cage
Pharr, TX 78577

7. INDEMNIFICATION

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of county funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

9. VENUE

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas, and it will be subject to the laws of the State of Texas.

10. NONDISCRIMINATION

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation, or any other protected class under law.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

19. ADDITIONAL DOCUMENTS

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

THE GOVERNING BODY, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services as outlined above.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year discussed in section five (5) above.

CITY OF PHARR

Dr. Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

HIDALGO COUNTY

Ramon Garcia, County Judge

**HIDALGO COUNTY TAX
ASSESSOR-COLLECTOR**

Pablo (Paul) Villarreal, Jr. PCC

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney

By: _____
Robert Vifia III
Assistant District Attorney

Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and **City of Pharr,(CLIENT)** at 1900 South Cage Blvd, Pharr, TX 78577, a recipient of HE Internet Processing Professional Services agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

2. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES as per EXHIBIT A, the CLIENT's customers who choose to benefit from the SERVICES used in will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis per each department who opt to use the SERVICES as per EXHIBIT C. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

3. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

4. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

HAMER ENTERPRISES

William C Hamer

4200-A N. Bicentennial Drive, McAllen, TX 78504

Phone: (956) 682-3466

Fax: (956) 682-0372

5. CLIENT RESPONSIBILITIES:

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically and any additional responsibilities outlined as per EXHIBIT B. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign the Honorable Judge Rodolfo "Rudy" Martinez to perform as liaison.

6. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

7. INSURANCE:

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

8. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

9. CONFLICT OF INTEREST DISCLOSURE:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and
- B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

11. VENUE:

The venue for this and all associated agreements shall be Hidalgo County, Texas.

12. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

13. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

15. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:
HAMER ENTERPRISES

CLIENT:
City of Pharr, TX

Authorized Signature

Mr. William C Hamer

Printed

CEO

Title

Date

Authorized Signature

Printed

Title

Date

Attest

Title

1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

HE will provide their eScofflaw® Hosted Application Services and EZ-NETPAY® Internet Payment Services to CLIENT for collections specific to the CLIENT:

- A. Access to the EZ-NETPAY® eCommerce Gateway via an Internet backbone connection provided by the CLIENT
- B. Access to the eScofflaw® Hosted Application Services via an Internet backbone connection provided by the CLIENT
- C. All maintenance and support of the eScofflaw® Hosted Application Services and EZ-NETPAY® eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES
- D. Training staff on the operation of eScofflaw® Hosted Application Services and EZ-NETPAY® Services
- E. Standard reports predicated on existing EZ-NETPAY® eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

Overall Hosting Services Features Include:

eScofflaw® Portal Absconders Access
eScofflaw® Portal Designated Authorized County Staff Access
eNETPAY® Online Payment Gateway Settlement Reports Site

Connectivity:

High Speed connectivity, Network & Connection Monitoring

Backup Services:

Daily, Weekly, Monthly & Annual backups – this includes the following:
Monthly Entire System Save, Offsite Storage & Rotation, Data Restoration, Disk Protection and Power Backup

Multi-tier Security:

Physical Security, Logical Security, Monitoring and Analysis

Data Base:

Database management updates, daily upload via HE Secure File Transfer Protocol Service.

2. EXHIBIT B: CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for providing data files, daily, to an FTP Site, HE's Secure FTP Site or make data accessible for HE's updating to provide the services to the CLIENT.

The CLIENT shall allow HE exclusively to Interface HE's eCommerce payment gateway with HE's eScofflaw® Portal.

The CLIENT shall allow any City of Pharr Department or Municipality within City of Pharr to add case data for eScofflaw® collections at the discretion of City of Pharr Commissioners, City of Pharr Departments or the City of Pharr Tax Assessor Collector

3. EXHIBIT C: LOCATIONS

The CLIENT shall allow any County Department use of HE's Internet Professional Services for payment processing at the discretion of the City of Pharr Commissioners or City of Pharr Departments.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr/Reynosa International Bridge- 2nd Exit to Border Safety Inspection Facility Project, CSJ: 0921-02-383.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement with the Texas Department of Transportation (TxDOT) in the estimated amount of \$135,347 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, and shown below:

Preliminary Engineering Direct State Costs: \$60,336

Construction Direct State Costs (State Review and Oversight): \$75,011

Financial Consideration: Estimated Advance Funding Agreement is \$135,347

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr/Reynosa International Bridge- 2nd Exit to Border Safety Inspection Facility Project, CSJ: 0921-02-383

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 01/08/2018

Omar Anzaldua

Approved - 01/08/2018

Patricia Rigney

Approved - 01/09/2018

Karla Moya

Approved - 01/09/2018

City Management Office

Final Approval - 01/11/2018

RESOLUTION NO. R-2018-__

**ADVANCE FUNDING AGREEMENT
COORDINATED BORDER INFRASTRUCTURE (CBI) (OFF-SYSTEM)
PHARR/REYNOSA INT'L BR-2ND EXIT TO BORDER SAFETY INSPECTION FACILITY
CSJ: 0921-02-383**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **111460 and 115005**, authorizing the State to undertake and complete a highway improvement generally described as the **construction of second exit to Border Safety Inspection Facility at the Pharr/Reynosa International Bridge** (Project); and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Category 10 – Coordinated Border Infrastructure (CBI) Funding (Off-System) – Pharr/Reynosa Int'l Br-2nd Exit To Border Safety Inspection Facility CSJ: 0921-02-383; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$135,347** and authorizes initial payment in the amount of **\$60,336** to the Texas Department of Transportation Trust Fund.

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

That the City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

That the City of Pharr authorizes the issuance of a check in the initial amount of **\$60,336** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

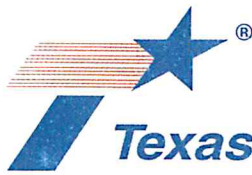
PASSED AND APPROVED this 15th day of January, 2018, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

January 4, 2018

Dr. Ambrosio "Amos" Hernandez,
Mayor, City of Pharr
PO Box 1729
Pharr, TX 78577

RE: Advance Funding Agreement (AFA)
Pharr/Reynosa International Bridge
Second Exit to Border Safety Inspection Facility
CSJ: 0921-02-383

Dear Mayor Hernandez,

As you know, a total amount of \$2,500,370.00 in Category 10 Coordinated Border Infrastructure (CBI) funding was approved for the construction of this project. To make use of the funds, an Advance Funding Agreement (AFA) must be executed between the City of Pharr and TxDOT. Attached for your signature are two originals of the Advance Funding Agreement.

Please sign and return both originals, along with the City's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please also include a check in the amount of \$60,336.00 to cover the City's estimated share of Preliminary Engineering Direct State Costs associated with this project, made payable to the Texas Department of Transportation Trust Fund.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Hector Gonzalez, Jr., P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Dora Robles, P.E., Project Manager

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
COORDINATED BORDER INFRASTRUCTURE (CBI)
Off-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **111460 and 115005** authorizing the State to undertake and complete a highway improvement generally described as the **construction of second exit to Border Safety Inspection Facility at the Pharr/Reynosa International Bridge** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The construction of second exit to Border Safety Inspection Facility at the Pharr/Reynosa International Bridge as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$3,117,121.00** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

- Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. **Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor PO Box 1729 Pharr, TX 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS Signature Kenneth Stewart Typed or Printed Name Director of Contract Services Typed or Printed Title Date	THE LOCAL GOVERNMENT Signature Typed or Printed Name Typed or Printed Title Date
---	---

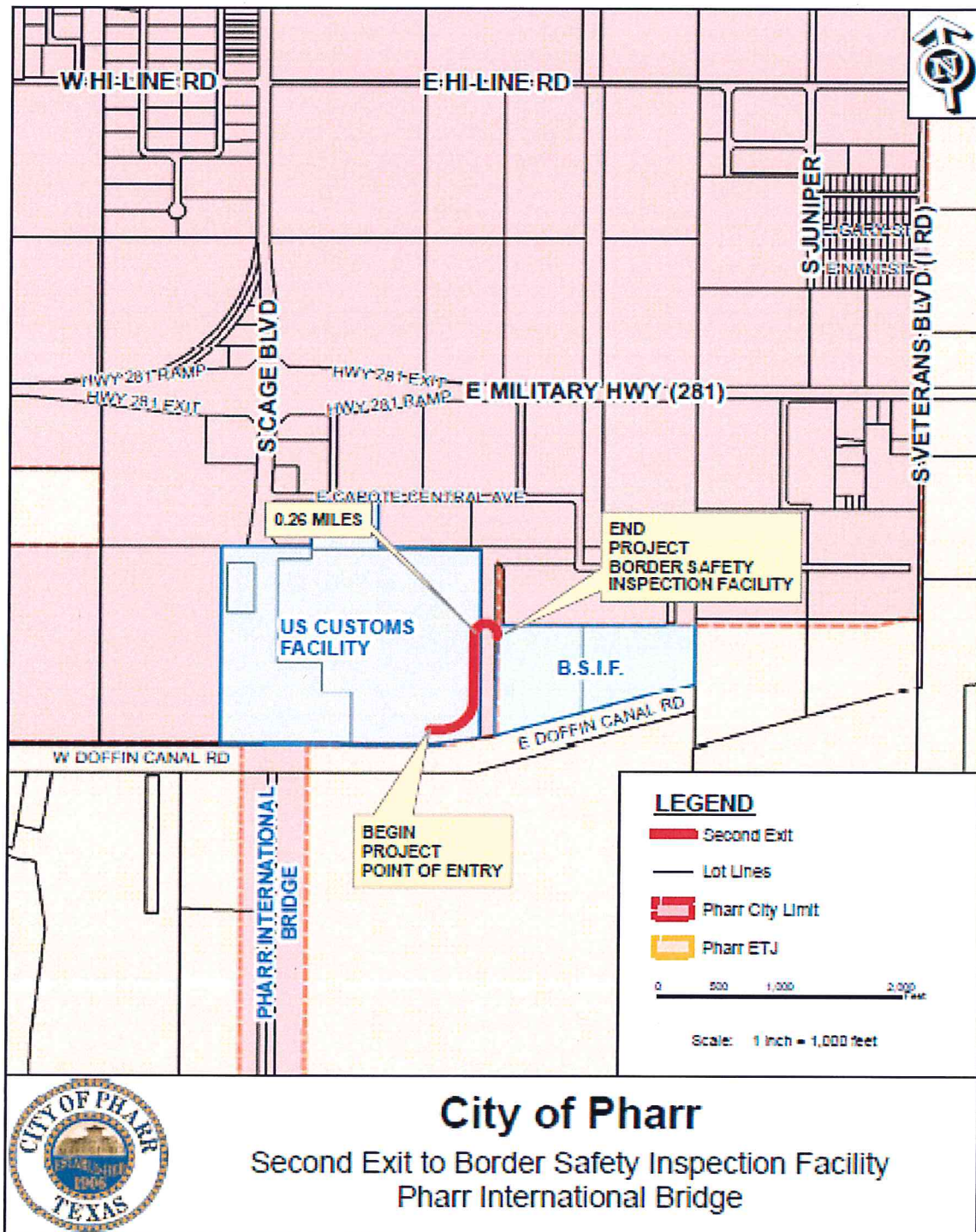
TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION OR ORDINANCE

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

ATTACHMENT B

LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2nd Exit to Border Safety Inspection Facility	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

A total amount of \$2,500,370 in Category 10 Coordinated Border Infrastructure (CBI) funding was approved for the construction of this project. Considering the approved 88% Economically Disadvantaged County Program reduction to the required local match for construction costs, the Federal share is 80%, State's share is 17.6% and the Local Government's share is 2.4%. The Local Government is responsible for 100% of the Preliminary Engineering (PE), Environmental document, Direct State Costs for PE and Construction, and all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		\$301,681	0%	\$0	0%	0%	\$0	100%	100%	\$301,681
Environmental (LG)		\$13,281	0%	\$0	0%	0%	\$0	100%	100%	\$13,281
Construction (by LG): CBI Funds		\$2,500,370	80%	\$2,000,296	0%	17.6%	\$440,065	20%	2.40%	\$60,009
Subtotal		\$2,815,332		\$2,000,296			\$440,065			\$374,971
Preliminary Engineering Direct State Costs \$60,336	Environm. Direct State Costs (30%)	\$18,100	0%	\$0	0%	0%	\$0	100%	100%	\$18,100
	Right of Way Direct State Costs (10%)	\$6,034	0%	\$0	0%	0%	\$0	100%	100%	\$6,034
	Engineer. Direct State Costs (50%)	\$30,168	0%	\$0	0%	0%	\$0	100%	100%	\$30,168
	Utility Direct State Costs (10%)	\$6,034	0%	\$0	0%	0%	\$0	100%	100%	\$6,034
Construction Direct State Costs (State review and oversight)		\$75,011	0%	\$0	0%	0%	\$0	100%	100%	\$75,011
Indirect State Costs		\$166,442	0%	\$0	100%	100%	\$166,442	0%	0%	\$0
Subtotal		\$301,789		\$0			\$166,442			\$135,347
TOTAL		\$3,117,121		\$2,000,296			\$606,507			\$510,318

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-383	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – 2 nd Exit to Border Safety Inspection Facility	<i>AFA Not Used For Research & Development</i>	

Initial payment by the Local Government to the State: \$ 60,336

Payment by the Local Government to the State before construction: \$ 75,011

Estimated total payment by the Local Government to the State: \$ 135,347

This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr/Reynosa International Bridge- Commercial Northbound Truck Entrance Lanes Project, CSJ: 0921-02-385.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement with the Texas Department of Transportation (TxDOT) in the estimated amount of \$136,705 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, and shown below:

Preliminary Engineering Direct State Costs: \$57,907

Construction Direct State Costs (State Review and Oversight): \$78,798

Financial Consideration: Estimated Advance Funding Agreement is \$136,705

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr/Reynosa International Bridge- Commercial Northbound Truck Entrance Lanes Project, CSJ: 0921-02-385

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 01/08/2018

Omar Anzaldua

Approved - 01/08/2018

Patricia Rigney

Approved - 01/09/2018

Karla Moya

Approved - 01/09/2018

City Management Office

Final Approval - 01/11/2018

RESOLUTION NO. R-2018-__

**ADVANCE FUNDING AGREEMENT
COORDINATED BORDER INFRASTRUCTURE (CBI) (OFF-SYSTEM)
PHARR/REYNOSA INT'L BR-COMMERCIAL NORTHBOUND TRUCK ENTRANCE LANES
CSJ: 0921-02-385**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005**, authorizing the State to undertake and complete a highway improvement generally described as the **construction of two commercial northbound truck entrance lanes, booths and canopies at the Pharr/Reynosa International Bridge** (Project); and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Category 10 – Coordinated Border Infrastructure (CBI) Funding (Off-System) – Pharr/Reynosa Int'l Br- Commercial Northbound Truck Entrance Lanes CSJ: 0921-02-385; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$136,705** and authorizes initial payment in the amount of **\$57,907** to the Texas Department of Transportation Trust Fund.

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

That the City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

That the City of Pharr authorizes the issuance of a check in the initial amount of **\$57,907** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

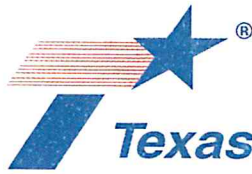
PASSED AND APPROVED this 15th day of January, 2018, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

January 4, 2018

Dr. Ambrosio "Amos" Hernandez,
Mayor, City of Pharr
PO Box 1729
Pharr, TX 78577

RE: Advance Funding Agreement (AFA)
Pharr/Reynosa International Bridge
Commercial Northbound Truck Entrance Lanes
CSJ: 0921-02-385

Dear Mayor Hernandez,

As you know, a total amount of \$2,626,588.00 in Category 10 Coordinated Border Infrastructure (CBI) funding was approved for the construction of this project. To make use of the funds, an Advance Funding Agreement (AFA) must be executed between the City of Pharr and TxDOT. Attached for your signature are two originals of the Advance Funding Agreement.

Please sign and return both originals, along with the City's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please also include a check in the amount of \$57,907.00 to cover the City's estimated share of Preliminary Engineering Direct State Costs associated with this project, made payable to the Texas Department of Transportation Trust Fund.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Hector Gonzalez, Jr., P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Dora Robles, P.E., Project Manager

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
COORDINATED BORDER INFRASTRUCTURE (CBI)
Off-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as the **construction of two commercial northbound truck entrance lanes, booths and canopies at the Pharr/Reynosa International Bridge** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The construction of two commercial northbound truck entrance lanes, booths and canopies at the Pharr/Reynosa International Bridge as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$3,240,902** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

- The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

(ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	<i>AFA Not Used For Research & Development</i>	

because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	<i>AFA Not Used For Research & Development</i>	

- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

Local Government:	State:
City of Pharr ATTN: Mayor PO Box 1729 Pharr, TX 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	<i>AFA Not Used For Research & Development</i>	

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Typed or Printed Title

Date

Date

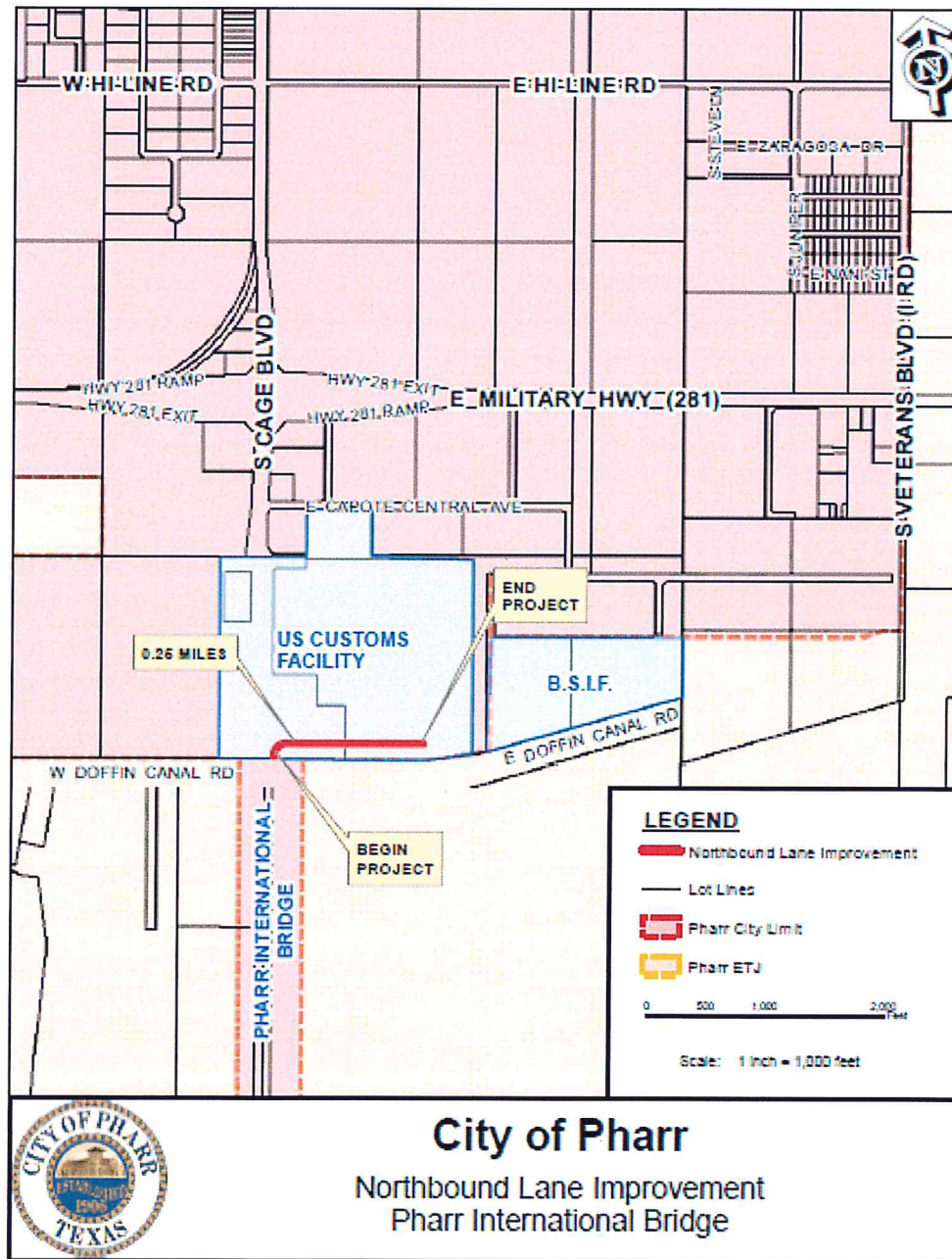
TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION OR ORDINANCE

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes		
		AFA Not Used For Research & Development	

ATTACHMENT B

LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

ATTACHMENT C

PROJECT BUDGET

A total amount of \$2,626,588 in Category 10 Coordinated Border Infrastructure (CBI) funding was approved for the construction and construction engineering of this project. Considering the approved 88% Economically Disadvantaged County Program reduction to the required local match for construction costs, Federal share is 80%, State's share is 17.6% and the Local Government's share is 2.4%. The Local Government is responsible for 100% of the Preliminary Engineering (PE), Environmental document, the Direct State Costs for PE and Construction, and all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		\$289,533	0%	\$0	0%	0%	\$0	100%	100%	\$289,533
Environmental (by LG)		\$13,281	0%	\$0	0%	0%	\$0	100%	100%	\$13,281
Construction (by LG): CBI Funds		\$2,626,588	80%	\$2,101,270	0%	17.6%	\$462,280	20%	2.40%	\$63,038
Subtotal		\$2,929,402		\$2,101,270			\$462,280			\$365,852
Preliminary Engineering Direct State Costs \$57,907 (20% PE)	Environm. Direct State Costs (30%)	\$17,372	0%	\$0	0%	0%	\$0	100%	100%	\$17,372
	Right of Way Direct State Costs (10%)	\$5,791	0%	\$0	0%	0%	\$0	100%	100%	\$5,791
	Engineer. Direct State Costs (50%)	\$28,953	0%	\$0	0%	0%	\$0	100%	100%	\$28,953
	Utility Direct State Costs (10%)	\$5,791	0%	\$0	0%	0%	\$0	100%	100%	\$5,791
Construction Direct State Costs (State review and oversight) (3% Construction)		\$78,798	0%	\$0	0%	0%	\$0	100%	100%	\$78,798
Indirect State Costs (5.94%)		\$174,795	0%	\$0	100%	100%	\$174,795	0%	0%	\$0
Subtotal		\$311,500		\$0			\$174,795			\$136,705
TOTAL		\$3,240,902		\$2,101,270			\$637,075			\$502,557

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-385	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr/Reynosa Int'l Br – Commercial Northbound Truck Entrance Lanes	AFA Not Used For Research & Development	

Initial payment by the Local Government to the State: \$ 57,907
 Payment by the Local Government to the State before construction: \$ 78,798
 Estimated total payment by the Local Government to the State: \$136,705
 This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: January 11, 2018

MEETING DATE: January 15, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing City Manager to negotiate, secure and obtain a Water and Sewer Certificate of Convenience and Necessity (CCN) within its Extraterritorial Jurisdiction pursuant to Chapter 13 of the Texas Water Code.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As presented in the budget workshop sand as part of the City's long range planning staff is asking permission to secure a water and sewer Certificate of Convenience and Necessity (CCN) for the city's extraterritorial jurisdiction.

Financial Consideration: Unknown at this time

Staff Recommendation: Staff recommend approval

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
City Management Office

Created/Initiated - 01/11/2018
Approved - 01/11/2018
Final Approval - 01/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: January 11, 2018

MEETING DATE: January 15, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing City Manager to advertise for certain projects and services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to streamline the advertising process this resolution give the authority to the City Manager to advertise for certain project and services.

Financial Consideration:

Staff Recommendation: staff recommends approval

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 01/11/2018
Approved - 01/11/2018
Approved - 01/11/2018
Final Approval - 01/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: January 11, 2018

MEETING DATE: January 15, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution declaring the Purchase/Installation of New Light Poles at Witten Park and Pharr Sports Complex as an "Emergency Purchase/Installation.", as where the City Manager be authorized to negotiate and approve an Award of Contract not to exceed the Budget Amount.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to existing lights needing immediate replacement prior to the commencements of P.O.N.Y Baseball/Softball Season.

Financial Consideration: Not to exceed \$350,000

Staff Recommendation: Fore the City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo

Created/Initiated - 01/11/2018

Sergio Alanis

Approved - 01/12/2018

Omar Anzaldua

Approved - 01/12/2018

Sandra Zamora

Approved - 01/12/2018

Patricia Rigney

Approved - 01/12/2018

City Management Office

Final Approval - 01/12/2018

The State of Texas {}

Resolution No. R-2018-

County of Hidalgo {}

City of Pharr {}

WHEREAS, the City of Pharr has identified high-level hazard light poles at Witten Park located at 700 S Ironwood St, and Pharr Sports Complex located at 100 E Moore Rd, in the City of Pharr, Hidalgo County, Texas; and

WHEREAS, because of the structurally unsound light poles at both Witten Park and Sports Complex parks, the City of Pharr has suspended any and all use of the fields; and

WHEREAS, the City of Pharr is taking corrective action to ensure that proper light poles shall be installed prior to resuming any and all use/sports activities at the aforementioned parks;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the City Manager of the City of Pharr, Texas, is hereby authorized to declare this an emergency and take the necessary corrective measures to negotiate and approve an Award of Contract not to exceed the Budget Amount.

READ, PASSED, AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15TH day of January, 2018, a.d.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED: January 12, 2018

MEETING DATE: January 15, 2018

FROM: Marcela Beas, Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Economic Development Corporation II Board of Directors.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Resignation and appointment of PEDC II Board Member.

Financial Consideration: N/A

Staff Recommendation: Staff recommends acceptance.

Alternatives:

ROUTING:

Marcela Beas
Victor Perez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 01/12/2018
Approved - 01/12/2018
Approved - 01/12/2018
Approved - 01/12/2018
Final Approval - 01/12/2018

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2018-

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S.; and

WHEREAS, a vacancy has occurred as a result of Danny Smith's resignation as member of the Pharr Economic Development Corporation II Board of Directors; and

WHEREAS, appointment of one (1) member is needed for the reminder of the unexpired term.

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

That the following person is hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

NAME:

LENGTH OF TERM:

1.

2 years (unexpired term, 09-03-18)

Said Director shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of January, 2018.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 11, 2018

MEETING DATE: January 15, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, waiving all fees for St. Jude Thaddeus Church 5K Run/Walk on Saturday, February 17, 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: St. Jude Thaddeus Church is requesting all fees be waived for their 1st Annual 5K Run/Walk.

Financial Consideration: They are requesting to waive the fee of \$5,000

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 01/11/2018
Approved - 01/12/2018
Final Approval - 01/12/2018

St. Jude Thaddeus Church

p.o. box 1688 — pharr, texas 78577-1630

ORATORIO

December 1, 2017

Mayor Dr. Ambrosio Hernandez
City of Pharr, 78577

Dear Dr Hernandez:

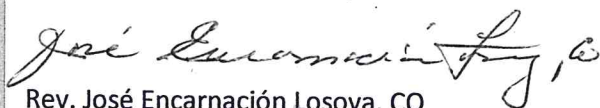
Receive fraternal greetings as we enter the month of December and the celebration of the birth of Our Lord and Savior Jesus Christ.

I am writing to ask for an exemption from the fees for our first annual 5K Run/Walk. This annual event will have 500-600 runners and the sponsors of the event are all local business and persons in the city of Pharr. The community has come together and is very excited about our 5K Run/Walk in January. We have made all contacts with the required city departments and city police.

I thank you in advance for your consideration of exempting the event from the city fees as this would help us reduce the costs of putting on the 5K Run/Walk.

Assuring you of my prayers for you and the city of Pharr, I remain

Respectfully yours in Christ Jesus,



Rev. José Encarnación Losoya, CO

Pastor

St. Jude Thaddeus Church

UBICACION
Calle Ironwood Sur 505

Tel: (956) 781-2489
Fax: (956) 783-4614
e-mail: SJTADEO@aol.com

LOCATION
505 South Ironwood Street



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: January 12, 2018

MEETING DATE: January 15, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on City's Organizational Structure.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in Executive Session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 01/12/2018
Final Approval - 01/12/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: January 11, 2018

MEETING DATE: January 15, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Project Sophia.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in Executive Session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 01/11/2018
Final Approval - 01/12/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: January 12, 2018

MEETING DATE: January 15, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Project "E".

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in Executive Session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 01/12/2018
Final Approval - 01/12/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on purchase of a narcotics detection canine.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Who: Pharr Police Department

What: On 08/04/2017 K-9 Kilo approached his end of watch. K-9 Kilo was one of the original canines purchased during onset of the Department K-9 program. Due to the departure of Kilo, the unit is currently one detection canine short. An insurance claim was filed in which \$15,000 was received for the purchase of a new canine. Attached to this agenda item are three quotes and information on the kennel (seller) of the canine. Pharr PD K-9 Trainer has inspected canine and submitted kennel training licenses/certifications. K-9 Toby is a 1.5 year old narcotic detection Dutch Shepard.

Where: N/A

When: 8/4/2017 End of watch for K-9 Kilo

Why: The Pharr Police Department is currently short one K-9 detection team. With the purchase of a new canine and training of an officer the department will be at full manpower. It is the intent of the Pharr Police Department to utilize and train a new canine team to enhance security and quality of life for the citizens of Pharr.

Financial Consideration: The Pharr Police Department has selected to purchase K-9 Toby from World Wide Canine in Spring Branch, TX 78070. The cost for purchasing K-

9 Toby is \$5,250 with warranties included. In addition, overtime, fuel, and per diem expenses are expected to be accrued for officers traveling to pick up canine.

Staff Recommendation: Staff recommends approval of purchase.

Alternatives: Alternatives are to not approve purchase.

ROUTING:

Jose Luengo	Created/Initiated - 01/08/2018
Patricia Rigney	Approved - 01/09/2018
Sandra Zamora	Approved - 01/10/2018
Karla Moya	Approved - 01/11/2018
City Management Office	Final Approval - 01/11/2018



PURCHASE, SALE & SERVICE AGREEMENT

THIS SALES AGREEMENT is made between Worldwide Canine, Inc. whose mailing address is 185 Mitchell Drive, Spring Branch, Texas 78070 referred to as the "Seller", and Pharr Police Department hereinafter referred to as "Buyer" of the Dog(s) described below, which is being purchased to perform the duties of:

Selection Tested Detection Dog
(German Shepherd) – "Toby"

This sale is subject to the following terms and conditions:

A. WARRANTIES

- (1) SELLER warrants that it has clear title to said dog(s). Seller will provide a copy of all health records on the dog(s): specifically, X-rays (hips and elbows), all current vaccinations.
- (2) SELLER warrants that it will provide (1) selection tested canine to Buyer. Canine will possess all proper drives and attributes to be trained for detection work. Buyer may return or exchange any selection tested dog for up to 15 days only. No other warranties express or implied, including the warranties of other purposes except as may be otherwise provided for in this Agreement.
- (3) SELLER will replace the dog(s) if the dog(s) manifest a genetic defect one year from the date of sale. Veterinary records, tests, and diagnosis signed by a licensed veterinarian must be submitted before a dog will be replaced for reasons of genetic condition. Any and all records on returned dogs must be returned to Seller. Returned dogs will not be replaced until/unless all records are returned to Seller. Seller will NOT replace dogs that have been spayed, neutered, resold, or been abused, neglected, injured, improperly trained or mishandled.
- (4) BUYER warrants that she/he has the expressed right to have an independent veterinarian examine the dog(s) and is satisfied with those findings and the general health of the dog(s), or accepts the findings of the seller's veterinary examination. Dogs are to be given a 7-day adaptation period before any veterinary anesthesia to confirm initial vet results provided by seller or warranty is null and void.

B. **CONSIDERATION**

The sales price for the dog is **\$5,250.00 USD**. SELLER agrees to sell BUYER the dog(s) described herein and BUYER agrees to purchase said dog(s) on the terms set forth herein. Dogs will be delivered by air cargo to the airport of Buyer's choosing at Buyer's expense. Dogs can be driven to BUYERS desired location for a fuel charge. A minimum deposit of fifty (50%) is due with the execution of this agreement. The remaining monies are due when the buyer receives the dog via air cargo or vehicle transport and tests the dog.

C. **REGISTRATION AND OWNERSHIP TRANSFERS**

Upon payment in full, SELLER agrees to provide all necessary papers and to take all steps necessary to transfer ownership and registration of the animal to BUYER if required. BUYER has a two-week trial period upon completion of which without notification to SELLER of existing issues the dog becomes the property of the BUYER.

D. The risk of loss passes from the Seller to the Buyer upon possession of the dog by the BUYER subject to the other terms set forth herein.

E. This **BILL OF SALE** represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically included in this written agreement.

F. All expenses incurred after the signing of this BILL OF SALE including but not limited to board and further training of the dog(s) shall be the responsibility of Buyer, other than the stated training.

H. **LAW:**

This BILL OF SALE is made and entered into in the State of Texas and shall be enforced and interpreted under the laws of the State of Texas.

The terms of this Agreement and any disputes shall be resolved in accordance with the laws of the State of Texas. Jurisdiction and venue shall be Hidalgo County, Texas.

I. **DEFAULT:**

Upon any material breach of this Agreement by one party, the other party may terminate the Agreement. Notice shall be given in writing and mailed to the party alleged to be in breach of the Agreement at the address shown in this Agreement. Notice shall be effective upon mailing the postage paid. All

Notices will be mailed registered or certified mail. Upon the finding by the Court that a material breach occurred, the prevailing party shall have the right to recover reasonable attorney's fees and court costs.

J. **MISCELLANEOUS CONDITIONS:**

Time is of the essence with respect to this contract. BUYER accepts the dog AS IS and WHERE IS at the Buyer's location.

K. **HEADINGS:**

Headings are not part of this contract but only for the convenience of the parties.

L. **SERVERABILITY:**

Should a court of competent jurisdiction and venue determine that any of the terms and or conditions of this agreement, are unlawful or unenforceable such determination shall not affect the validity or enforceability of any remaining terms or conditions of this agreement.

This Agreement may be executed on duplicate originals.

The forgoing represents the entire Agreement between the parties. No modifications or changes will be made except in writing and signed by the parties.

EXECUTED THIS ____ DAY OF _____, 2018.

Worldwide Canine, Inc.,

Buyer

*This agreement is good for 60 days after date stated below
12/15/17*

Worldwide Canine, Inc.

185 Mitchell Drive
Spring Branch, TX 78070

Quote

Date	Estimate #
12/19/2017	6

Name / Address
Pharr Police Department Joel Robles 1900 S. Cage Blvd. Pharr, TX 78577

			Project
Description	Qty	Rate	Total
Purchase of Green (Selection Tested) Detection Canine SAM/DUNS/ORCA #941622482	1	5,250.00	5,250.00
		Total	\$5,250.00



Hill Country Dog Center
2859 Bear Creek Rd
Pipe Creek, TX 78063
830-510-4700

Pharr Police Department

In Response to:

Request for quote for

Law Enforcement Canines

26 December 2017

Prepared for:

Sargent Marcos Ramirez
Pharr Police Department

Prepared by:

Hill Country Dog Center
2859 Bear Creek Road
Pipe Creek TX 78063
Tel. 830-510-4700
E-Mail: policedogs@hcdogcenter.com



Hill Country Dog Center
2859 Bear Creek Rd
Pipe Creek, TX 78063
830-510-4700

1 Introduction

Hill Country Dog Center (HCDC) is an established canine training center owned and staffed with prior military and law enforcement canine trainers with extensive real world experience. HCDC has contracted with multiple entities for the past 19 years to provide Working Canines including but not limited to numerous Federal Agencies, Private Security Firms, and Law Enforcement Departments and agencies nationwide, as well as multiple companies servicing overseas contracts. We have provided over 3,000 dogs to the Middle East that have been trained as Explosives Detection Dogs (EDD's), Narcotic Detection Dogs (NDD's) or combination Patrol / Explosive – Patrol / Narcotic Dogs. HCDC has U.S. Government contracts, to deliver the handler training and provide procurement and logistics support to prepare and ship the canines and acquire equipment and supplies needed to facilitate the training around the world.

2 HCDC Training Center

Our team training facility main campus is located at Hill Country Dog Center (HCDC), near San Antonio, TX., on a 40 acre site with over 50,000 square feet in classrooms, training buildings, and office space. This facility offers the following infrastructure and training areas to the contract:

A main office with six offices, all with internet and advanced communication systems; three classrooms that can handle approximately 50, 20, and 20 students respectively, all with updated teaching aids and equipment; and a dedicated Conference Room with overhead projectors and conference call capability.



60 state of the art kennels





Hill Country Dog Center
2859 Bear Creek Rd
Pipe Creek, TX 78063
830-510-4700



One 8,000 square foot two-story training building with additional classrooms and areas where multiple EDD training scenarios can be replicated, including groups of personnel.

A large obstacle course where dogs are both trained and conditioned.



Vehicle training area that contains over 25 different types of vehicles for detection searches.



In addition to the enclosed training areas and large tracts of land for training scenarios at our training facility, we have sufficient space to accommodate more than 60 canine teams training simultaneously within our facilities. For surge training, we have immediate access to an additional



Hill Country Dog Center
2859 Bear Creek Rd
Pipe Creek, TX 78063
830-510-4700

200 acres adjacent to their center, which provides a variety of physical and environmental scenarios conducive to EDD and Explosive Ordnance Disposal training, evidence recovery, and scent discrimination. Further, within a ten to fifteen mile radius of our training facility, there are numerous venues that can be used for training purposes. These include theaters, conference centers, sports arenas, aircraft, single and multiple family housing facilities, schools, and warehouses. We have arrangements in place and currently utilize these venues for training off-site.

HCDC includes on-site student lodging in an approximately 1960 square foot double-wide with fully equipped kitchen, five individual bedrooms/bathrooms, two common living areas, washer, dryer and satellite.



3 Canine Screening and Selection

The HCDC team has years of experience in conducting buy trips around the world, during which the team has performed extensive pre-selection testing on vendors, their canine products, and on their kennels and training sites. As a result, the HCDC team has established excellent business relationships with premier canine vendors domestically and abroad, and we are afforded preferential treatment based on our insistence on quality, the volume of canines purchased, our payment history, and our willingness to work with vendors to resolve canine performance or health issues.



Typically, less than 25% of canines screened meet our standards for purchase. The canines are acquired as “green” canines and are “finished” at our Texas-based kennels and training facility. The breeds that we prefer to work with are the Labrador, Belgian Malinois, German Shepherd, and Dutch Shepherd. Prior to acceptance, we pre-screen our canines to ensure that they are trainable, healthy, athletic, sociable, possess the drive and nerve strength to work long hours in physically demanding environments. We only purchase canines from vendors that offer health and workability guarantees for a minimum of one year, and only select canines that are between 12 and 24 months old. In addition, we require our vendors to implant subcutaneous 15 digit ISO-compatible microchips for positive identification and tracking purposes.

3.1 Behavior Screening

The HCDC Team follows a thorough pre-selection regimen while screening canines for the disposition, character, and medical fitness required for the training and intended mission of the canines. The screening includes, but is not limited to:

Socialization – Given the potential of interchanging of handlers and exposure to people throughout its working life, the HCDC Team looks for well-socialized canines that possess a good demeanor. The HCDC Team checks to ensure the animal is well disciplined in and around humans, is not aggressive to the handler or other people with whom the canine may come in contact with, and has the ability to obey basic commands.

Hunt Drive/Ball Drive – The HCDC Team screens the canines for high ‘ball drive.’ Specifically, the HCDC Team looks for canines that show intense interest in a ball or valued reward and hunt for a prolonged period to locate and retrieve the object if hidden or in an area away from its immediate vicinity.

Possession – Another characteristic of good ‘ball drive’ is the desire of the canine to hold the ball or valued reward. This characteristic provides the HCDC Team with an indication of how effective the ball or valued reward will be when used as an incentive during training. As such, when screening the canine, the HCDC Team looks for a balance of possession and socialization whereby the canine will desire the ball or valued reward but will not be overly possessive or aggressive in its possession and will yield to the handler if so ordered.

Obedience/Trainability – The HCDC Team evaluates canines for basic obedience and discipline using drills such as ‘sit,’ ‘stay’ and ‘down,’ and other commands as applicable. Although most canines have received only limited obedience training from the vendor, these drills allow the HCDC Team to evaluate the canine’s disposition to determine if the canine is cooperative or unruly. This allows the HCDC Team to determine the trainability of the canine that it is screening.

Environmental Drills – The HCDC Team assess the canine’s reaction when it is in an enclosure, dark room, slick floor, traveling up and down stairs, in noisy conditions, and around vehicles, to



determine if the canine is comfortable and trainable. By evaluating the reaction of the canine in these situations the HCDC Team can ascertain the ability of the canine to be trained for, and function in, a variety of real life environmental conditions

3.2 Medical Pre-Screening

Once the HCDC Team has identified the canines that possess the desired demeanor, drive and trainability, through the use of the above prescreening assessments and drills, a medical prescreening by a licensed veterinarian is performed on each canine to ensure that each canine selected meets or exceeds the medical standards required. The medical prescreening includes a review of the canine's health records and x-rays, and a physical examination of the canine for:

Gait – Screen to see if the canine's basic walking and running postures appear normal.

Eyes – Examine the general appearance and ability to track an object.

Ears – A physical check is conducted to check for visible problems and/or touch sensitivity which could indicate internal infection.

Teeth and Jaws – The teeth are checked for damage such as breakage or excess wear. Jaws are checked for proper alignment.

Feet – A physical check of the pads and toes of the canine is conducted to check for abnormalities or deformities that could indicate a prior injury or genetic abnormality.

Skin and Coat – The skin and coat is checked to identify any lesions, tumors, or areas that may conceal a hernia. The skin and coat examination also allows for the identification of external parasites. Selected canines should have a full, bright coat, free of baldness.

Male Canines – Genitals are checked to ensure that both testicles have extended into the scrotum.

Limbs and Joints – X-Rays are conducted on each of the canine's hips, spine, and elbows and are then evaluated by the veterinarian to ensure there is nothing prohibiting the canine from performing its functions.

Heartworms – Blood is drawn from each canine and a veterinary approved snap test is performed to ensure that the canine is negative for heartworm infection. Once the canines are cleared and found negative for heartworm infection, a treatment of heartworm preventative is administered each month perpetually thereafter.

Internal Parasites – All canines undergo a three (3) day course of veterinary approved parasitic treatment upon consideration for selection. The parasitic treatment course is repeated ten (10) days following the initial treatment.



4 Explosive and Narcotics Training

The following are a sample of what will be available to construct training aids and support the explosive and narcotics programs.

Explosive Training Aids:

- C4 (Trinitro-triazacyclohexane + plasticizers)
- TNT (Trinitrotoluene)
- AN (Ammonium nitrate)
- Smokeless Powder (Trinitroglycerin + Nitrocellulose)
- Detonating Cord (Pentaerythritol tetranitrate)
- Semtex (Pentaerythritol tetranitrate + Trinitro-triazacyclohexane + plasticizers)
- RDX (Trinitro-triazacyclohexane)

Narcotic Training Aids:

- Marijuana
- Cocaine
- Heroin
- Meth
- Additional odors may be added or excluded upon request

4.1 Canine Basic Training

Once selected, all of our newly acquired canines are entered into an extensive and aggressive training program to prepare them for bonding, training, and certification with a handler. This training is approximately six to eight weeks prior to handler training. The first week consists of quarantine, medical evaluation, and acclimation to the kennels. The next several weeks consists of increasing proficiency in obedience, behavior skills, drive, and explosive and/or narcotic odor recognition. The following highlights the methods we use to develop the canine skills in each of these critical tasks.

4.2 Obedience

Although most of the K-9s purchased from our vendors have some degree of obedience training, our trainers will instill all of the basic obedience commands in the canine. The K-9 will be properly taught to respond to the full range of commands such as “sit,” “stay,” and “down”, and operate on a leash in a variety of environments (indoors, outdoors, in and around various types of vehicles). During this process we also develop the canine’s ability



to socialize and operate in a working dog environment, introducing him to non-familiar surroundings and people. The canines will also be introduced to the routine life support cycle at a working dog kennel (feeding routines, bathing) and will participate in physical training and other conditioning drills to best prepare them for their assignments.

4.3 Basic Odor Recognition / Imprinting

Initially, this training is conducted with a “variable box” or “4-hole” method of associating individual explosive or narcotic odors with the reward (ball or “Kong”). This will produce the desired detection behavior in the canine. Our fundamental training methodology is based on the toy reward and positive reinforcement. The canine will progress in this manner until they have been imprinted with the odors that are standard for the industry.

Once the canines show consistent detection behavior with individual odors, they will transition from variable box training to “open area” training. They will also be taught to search rooms, buildings (internal and external), and other enclosed spaces.

4.4 Handler Training

Handler training courses consist of a three (3) week single purpose course and a four (4) week dual purpose course. The class will cover K9 health and welfare, record keeping, principles of conditioning, detector dog handling and search technique, obedience, controlled aggression and legal considerations.

5 Patrol

Each patrol dog trained by the Hill Country Dog Center is prepared for rigorous duty in law enforcement. We expose our patrol dogs to various situations and training such as hidden sleeve work, bite suit training, obedience, building search, scouting, tracking, and officer protection. The level and training of our patrol dog is tailored to your standards. We offer every level of adeptness from untrained patrol dogs to fully trained dogs ready for service on the street.

6 Documentation

HCDC will provide all required canine documentation at time of delivery. Documentation that will be provided includes, but is not limited, to:

- 1 Year Health Warranty against congenital diseases for each canine.
- 1 Year Workability Guarantee with completion of the Handler course.



Hill Country Dog Center
2859 Bear Creek Rd
Pipe Creek, TX 78063
830-510-4700

PRICING

Trained Narcotic (single purpose) detection dog:	Price per dog <u>\$9,500</u>
Trained Explosive (single purpose) detection dog:	Price per dog <u>\$9,500</u>
Trained Narcotic/Patrol (dual purpose) dog:	Price per dog <u>\$13,000</u>
Trained Explosive/Patrol (dual purpose) dog:	Price per dog <u>\$13,000</u>

Untrained dogs are unavailable at the time of this quote.



City of Pharr
Bid Tabulation

Summarized: December 26, 2017



Purchase of (1) Narcotic Canine (K-9)

Vendor	Location	Cost
Worldwide Canine Inc. ★	Spring Branch, Texas	★ \$5,250.00
Hill Country Dog Center	Pipe Creek, Texas	\$9,500.00
Pacesetters	Liberty, Texas	\$8,000.00



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: January 3, 2018

MEETING DATE: January 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Interlocal Agreement 2-Year Extension between City of Pharr and Hidalgo County Head Start Program for centers located at 714 Zapata Ave. (Las Milpas I Head Start Center) and 415 E. Clark (Pharr Head Start Center).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has been in collaborating with the Hidalgo County Head Start Program by providing the properties on 714 Zapata Avenue (Las Milpas I Head Start Center) and on 415 E. Clark (Pharr Head Start Center) both located in Pharr to serve low income children and families.

The beginning and ending date of extensions shall be January 1, 2018 through December 31, 2019. The original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same. Rent amount of \$24.00 in twenty-four (24) equal monthly payment of \$1.00 per month.

Financial Consideration:

Staff Recommendation: Staff recommends approval of the 2-year Interlocal Agreement extensions for Hidalgo County Head Start Centers.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney

Created/Initiated - 01/03/2018
Approved - 01/09/2018

City Management Office

Final Approval - 01/11/2018



Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Pharr (Las Milpas I Head Start Center)** for the property located at 714 Zapata Street, Pharr, TX., 78577 (The "Original Interlocal Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Pharr** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2018 through December 31st, 2019. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Pharr**
714 Zapata Street
Pharr, TX 78577

Authorized Official:

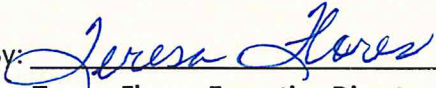
By: _____

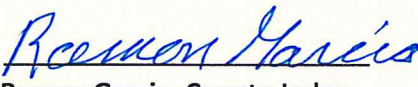
Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: 
Teresa Flores, Executive Director

By: 
Ramon Garcia, County Judge

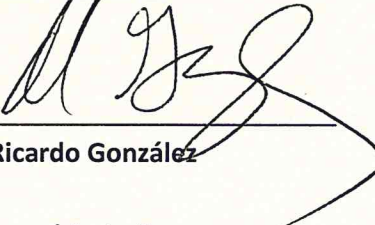
APPROVED BY
COMMISSIONERS' COURT
ON: 11/28/17 ms

ATTEST:
By: 
Arturo Guajardo, Jr., County Clerk



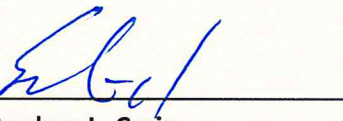
Approved As to Form:

Oxford & Gonzalez

By: 
Ricardo González

Approved As to Form:

Atlas, Hall & Rodriguez, L.L.P.

By: 
Stephen L. Crain

Date approved by Policy Council: 11-15-2017

Date approved by Commissioner's Court: 11-28-2017

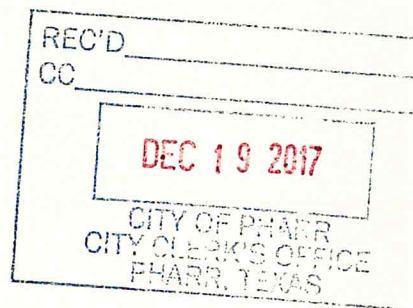


Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:



The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Pharr (Pharr Head Start Center)** for the property located at 415 E. Clark, Pharr, TX., 78577 (The "Original Interlocal Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Pharr** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2018 through December 31st, 2019. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Pharr**
415 E. Clark
Pharr, TX 78577

Authorized Official:

By: _____

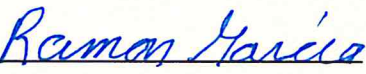
Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

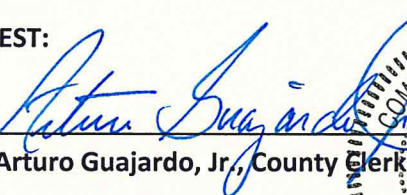
Head Start Program

By: 
Teresa Flores, Executive Director

By: 
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/28/17 

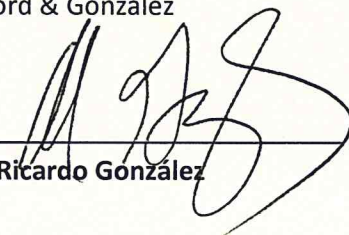
ATTEST:

By: 
Arturo Guajardo, Jr., County Clerk



Approved As to Form:

Oxford & Gonzalez

By: 
Ricardo Gonzalez

Approved As to Form:

Atlas, Hall & Rodriguez, L.L.P.

By: 
Stephen L. Crain

Date approved by Policy Council: 11-15-2017

Date approved by Commissioner's Court: 11-28-2017

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PHARR AND
HIDALGO COUNTY**

This Lease is made and entered into by and between the **City of Pharr**, herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **714 Zapata Street, Pharr, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder consists of land only and are referred to in this Lease as "the Premises" known by lessee as "Las Milpas I Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of Head Start classrooms and for Head Start parents' meeting subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of the land on which the Head Start building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four months (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or terms as may be subsequently agreed upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the Head Start building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of \$24.00 in twenty-four (24) equal monthly payments of \$1.00 per month payable on the 1st day of each month. Payment shall be mailed to the City of Pharr, P.O. Box 13, Pharr, Texas 78577.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this Lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the Leased Premises, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the Lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the land upon which they situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be

destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

City of Pharr
Attn: Leopoldo Palacios, Mayor
P.O. Box 13
Pharr, Texas 78577

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

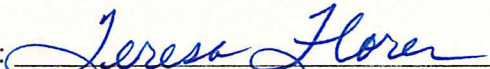
Time of Essence

Time is of the essence of this agreement.

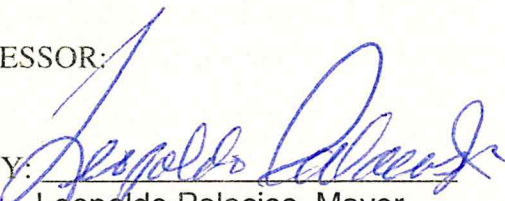
THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the
day _____ of _____, 2011

LESSEE:

BY: 
Ramon Garcia, County Judge

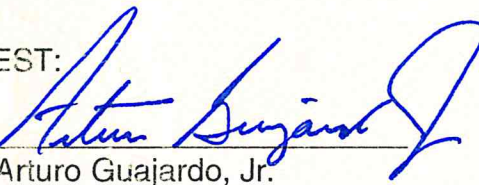
BY: 
Teresa Flores, Executive Director

LESSOR:

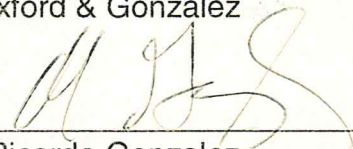
BY: 
Leopoldo Palacios, Mayor
City of Pharr

APPROVED BY
COMMISSIONERS' COURT
ON: 11/22/11 

ATTEST:

BY: 
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: 
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: 
Stephen Crain

Date Approved by Policy Council: 11-16-2011
Date Approved by County Commissioner: 11-22-2011

EXHIBIT "A"

Physical Address:

The City of Pharr located at 714 Zapata Street, Pharr, Texas and designated as Head Start Classrooms, Administration Office Space, and playground for recreational activities.

Legal Description Being:

Property being described, lying in and being situated in Lot #77, Colonial Estrella Subdivision, Las Milpas, Hidalgo County, Texas, recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PHARR AND
HIDALGO COUNTY**

This Lease is made and entered into by and between the **City of Pharr**, herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **413 E. Clark, Pharr, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder consists of land only and are referred to in this Lease as "the Premises" known by lessee as "Pharr Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of Head Start classrooms and for Head Start Parents' meeting subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of the land on which the Head Start building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four months (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or terms as may be subsequently agreed upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the Head Start building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of \$24.00 in twenty-four (24) equal monthly payments of \$1.00 per month payable on the 1st day of each month. Payment shall be mailed to the City of Pharr, P.O. Box 13, Pharr, Texas 78577.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this Lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the Leased Premises, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the Lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the land upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be

destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

City of Pharr
Attn: Leopoldo Palacios, Mayor
P.O. Box 13
Pharr, Texas 78577

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

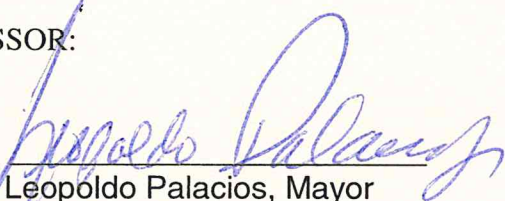
THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the
day _____ of _____, 2011

LESSEE:

BY: 
Ramon Garcia, County Judge

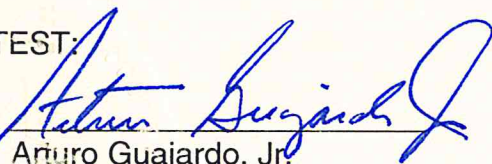
BY: 
Teresa Flores, Executive Director

LESSOR:

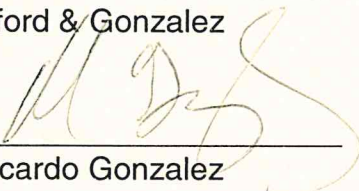
BY: 
Leopoldo Palacios, Mayor
City of Pharr

APPROVED BY
COMMISSIONERS' COURT
ON: 11/22/11 

ATTEST:

BY: 
Ariuro Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: 
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: 
Stephen Crain

Date Approved by Policy Council: 11-16-2011

Date Approved by County Commissioner: 11-22-2011

EXHIBIT "A"

Physical Address:

The City of Pharr located at 413 Clark, Pharr, Texas and designated as Head Start Classrooms, Administration Office Space, and playground for recreational activities.

Legal Description Being:

Property being described, lying in and being situated in a 0.39 of an Acre Tract being a portion of Lots #7, and #8, Block 24, Pharr Original Town Site as recorded in Volume 3, page 33, recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: January 8, 2018

MEETING DATE: January 15, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, authorizing the Pharr Police Department to enter into Memorandum of Agreement with Uniting Neighbors In Drug Abuse Defense (UNIDAD) Coalition, a member of the Behavioral Health Solutions of South Texas.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Who: Pharr Police Department and UNIDAD Coalition

What: Both entities have worked together to promote a drug free environment in Hidalgo County by bringing communities together through collaborative efforts. The UNIDAD Coalition and the Pharr Police Department agree to collaborate to increase prevention efforts focusing on reducing underage drinking, prescription drug abuse, synthetic and marijuana use.

Where: 5510 N. Cage Blvd. Ste. # R. Officers will be requested to attend all meetings related to sub-committee involvement. Officers will provide assistance with epidemiological efforts, and provide assistance with media and education efforts.

When: This collaborative agreement will be enforced from September 1, 2017 to August 31, 2018. MOU can be terminated by written request.

Why: With this MOU the Pharr Police Department will assist in improving the quality of life of the citizens of Pharr and enhance security and education efforts. Furthermore, the Pharr Police Department will participate in implementing the strategic prevention framework in an effort to ensure successful prevention activities.

Financial Consideration: Under Section 6 of the MOU, funding for the services is provided by a grant from the Texas health and Human Service Commission and no other fees or costs will be incurred by the Pharr Police Department. Participation by Pharr Police Department officers will be done during normal working hours.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternatives are to not participate in this initiative.

ROUTING:

Jose Luengo	Created/Initiated - 01/08/2018
Patricia Rigney	Approved - 01/09/2018
Karla Moya	Approved - 01/09/2018
City Management Office	Final Approval - 01/11/2018



UNITING NEIGHBORS IN DRUG ABUSE DEFENSE UNIDAD COALITION

*Eddie Quintanilla,
Chair*

*Olivia Perez,
Vice-Chair*

*Ana Verley,
Secretary*

*Melissa Alviar,
Treasurer*

5510 N. Cage Blvd., Ste. R
Pharr, TX 78577
Phone: (956) 787-0004 Ext. 15
Fax: (956) 781-2233

A Hidalgo County coalition effort of the Behavioral Health Solutions of South Texas

Memorandum of Understanding

The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Coalition's mission is to promote a drug free environment in Hidalgo County by bringing communities together through collaborative efforts. The UNIDAD Coalition and Pharr Police Department (**representing the Law Enforcement sector**) agree to collaborate to increase prevention efforts focusing on reducing underage drinking, prescription drug abuse, synthetic, and marijuana use in Hidalgo County. Our collaborative efforts will serve to enhance community-planned and implementation of comprehensive prevention activities.

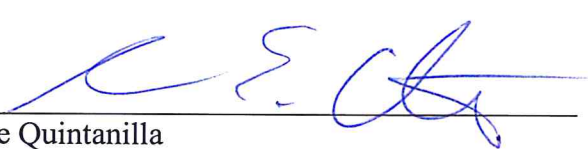
Our commitment to this collaboration will consist of the following:

1. UNIDAD Coalition Staff will coordinate with UNIDAD Coalition members to conduct monthly coalition meetings; notify members in advance of coalition meeting schedule;
2. UNIDAD Coalition Staff will coordinate and provide training specific to coalition functions and focus;
3. Pharr Police Department agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful prevention activities are rendered. Activities to be completed by Pharr Police Department include:
 - a. Attending all meetings related to sub-committee involvement
 - b. Provide assistance with epidemiological efforts
 - c. Provide assistance with media and education efforts
4. The UNIDAD Coalition Staff and Pharr Police Department will cooperate fully by:
 - Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
 - Offer networking assistance to strengthen prevention efforts in our community.
 - Refer individuals and/or agencies to each other for presentations and/or applicable resources.

5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).
6. Funding for these services is provided by a grant from the Texas Health and Human Service Commission and no other fees or cost will be incurred by the Pharr Police Department.
7. This collaborative agreement will be enforced from September 01, 2017 through August 31, 2018 and may be amended or terminated by either party by submitting a written request at any time.

Chief Jose Luengo
Pharr Police Department

Date



Eddie Quintanilla
Chairperson
UNIDAD Coalition

Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: January 9, 2018

MEETING DATE: January 15, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for Professional Surveying Services for the Jones Box Park West Expansion Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Surveying Services with R. Gutierrez Engineering Corporation for the Jones Box Park West Expansion Project.

Financial Consideration: Surveying Fee Estimate \$11,848

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for Professional Surveying Services for the Jones Box Park West Expansion Project

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 01/09/2018
Omar Anzaldua	Approved - 01/09/2018
Sandra Zamora	Approved - 01/09/2018
Karla Moya	Approved - 01/09/2018
Patricia Rigney	Approved - 01/11/2018
City Management Office	Final Approval - 01/11/2018

PROJECT AGREEMENT FOR PROFESSIONAL SURVEYOR SERVICES

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

This Agreement is between **R. Gutierrez Engineering Corporation**, (hereafter referred to as "SURVEYOR"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). SURVEYOR is hereby authorized to perform professional services in connection with the surveying of **Jones Box Park West Expansion Project**, hereinafter referred to as the Project.

Date: _____

CLIENT: City of Pharr, TX

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

Project: **Jones Box Park West Expansion Project** ,

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

This agreement is based on providing the following services for the Project referred to herein, refer to Attachment No.1 – Scope of Services. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

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

Section 2

Representations and Warranties

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

Section 3

Insurance and Indemnification

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

(a) Type of policies and coverage.

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

agents, employees, and personnel acting in furtherance of its services under this Agreement.

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

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

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

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

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

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in Attachment No. 2 or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

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

4.3 If this AGREEMENT is terminated by CLIENT with cause or by SURVEYOR without cause; the SURVEYOR shall be paid the reasonable value of services performed by the SURVEYOR prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and SURVEYOR's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. SURVEYOR shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate

documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and SURVEYOR. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

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

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

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in Attachment No. 3.

5.2 For all services to be performed by SURVEYOR under this agreement, SURVEYOR shall be paid the amounts set forth in Attachment No. 3 according to the completion of each task. In no event shall SURVEYOR's total compensation exceed the sum of **(\$11,848.00) Eleven Thousand Eight Hundred and Forty Eight Dollars and No Cents** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

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

goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, SURVEYOR or any CONTRACTOR.

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

Section 7

Application for Payments (Invoices)

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

Section 8

Qualifications on Obligation to Pay

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

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

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

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

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide SURVEYOR with written

notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due SURVEYOR hereunder unless and until SURVEYOR, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

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

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

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

Section 9

Final Payment

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

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

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes)

developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to SURVEYOR or to any other party. The SURVEYOR may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

Section 11

Other Conditions or Services

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

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

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

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

DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from SURVEYOR. The CLIENT will provide SURVEYOR information of their underground facilities.

Section 12

Special Provisions

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

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

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

AGREED AS TO SUBSTANCE AND FORM

**R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577
Ramiro Gutierrez, P.E.**

SURVEYING FIRM

By: _____

Signature

PRESIDENT

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

Juan Guerra
City Manager
City of Pharr, Texas

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

Attachment No. 1

Scope of Services

The following provides an outline of the services to be provided by the Surveyor in the development of the Project.

The Surveyor will provide a topographic survey for an approximately 1,500-ft x 500-ft tract of land that is the west end of the Jones Box Park property. The north limits of the survey will be the fences of the residential lots and the north right-of-way line of West Rosa Lane. The south limits will be the south right-of-way line of the Pharr South Drain ditch, the west limits will be the west right-of-way line of the existing drain ditch, and the east limits will be approximately 25-ft into the recently constructing parking lot. A more detailed description of the work to be performed is as follows:

The Surveyor will perform the following:

- Set 2 temporary benchmarks consisting of "X" cuts on existing concrete curb or inlets and/or Cotton Picker Spindle on existing power poles and establishing x, y, and z, coordinates for those temporary benchmarks.
- Pick up existing property corner monuments from properties in the area to create a base map of the project area
- Pick up x-sections, approximately 500-ft wide, at approximate 100-ft stations. (Est. 16 x-sections)
- Perform topographic survey of existing features within area being surveyed. Features include: trees, fences, curb & gutter, pavement edges, sidewalks and ramps, driveways, pipes, manholes, inlets, water valves, telephone poles, light poles, overhead lines, utility markers, and utilities that are spotted (no underground utilities will be tied down).
- Create a Digital Terrain Model (DTM) of the topographic survey on CAD.

Attachment No. 2 Time Schedule

Topographic Survey – 4 Weeks

Jones Box Park Topo Survey	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Set Bench Marks						
Pick up Existing Property Monuments						
Pick up x-sections						
Perform Topographic Survey						
Create Digital Terrain Model (DTM)						

Attachment No. 3 Fee Schedule

Payment shall be based on each task completed:

Set Bench Marks & Pick up Existing Property Monuments -	\$ 1,200.00
Pick up X-Sections -	\$ 3,600.00
Topographic Survey -	\$ 6,400.00
Create Digital Terrain Model -	\$ 648.00
Total Lump Sum Amount –	<u>\$ 11,848.00</u>