



**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, MARCH 19, 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 National Community Development Week.

B) Proclamation Proclaiming Fair Housing Month.

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.*

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 March 2018 Sales Tax Report.
- B) Submission of February 2018 Tax Collection Report.
- C) City Events of Interest.

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

- A) Approval of Minutes for March 5, 2018 Regular Called Meeting. (ADMINISTRATION)
- B) Consideration and action, if any, on request from St. Margaret Church for police assistance for Re-enactment of the Stations of the Cross Procession on Friday, March 30, 2018 from 12:00 p.m. to 2:30 p.m. (ADMINISTRATION)
- C) Consideration and action if any, acknowledging and authorizing agreement between Hidalgo County Appraisal District and City of Pharr modifying the provisions of Section 6.06 (e) of the Property Tax Code. (FINANCE)
- D) Consideration and action, if any, on contract between City of Pharr and Zambelli Manufacturing Co. for fireworks for the Independence Day Celebration on Saturday, June 30, 2018. (EVENTS CENTER)
- E) Consideration and action, if any, on Interlocal Agreement with Hidalgo County and the City of Pharr for library services for county calendar year 2018. (LIBRARY)
- F) Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the PSJA Tri-City Pedestrian Safety Improvements Project CSJ#0921-02-391. (ENGINEERING)
- G) Consideration and action, if any, on request from the Pharr Oratory of St. Philip Neri School System for sponsorship of \$1,250 for their 21st Annual Noche de Alegria Gala on Saturday April 21, 2018. (EVENTS CENTER)

H) Consideration and action, if any, on request from Channel 5 KRGV Meteorologist Tim Smith for waiving of rental fees of the Pharr Events Center on Sunday May 6, 2018 for the presentation of Storm Fury. (EVENTS CENTER)

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

1. Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as .071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop. **CUP#150101**

2. Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 107 East Newcombe Avenue (Park). **CUP#040213**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance O-2017-41 for budget amendments to the Fiscal Year 2017-2018 Budget. ***Adoption on 1st Reading*** (FINANCE)

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; 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)

C) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding. (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution authorizing a Cooperation Agreement between the City of Pharr and the Pharr Housing Authority. (ADMINISTRATION)

7. ADMINISTRATIVE:

A) Consideration and action, if any, on request from Soccer Academy Toros PSC for sponsorship in the amount of \$500 for the ESPN Worldwide of Sports Complex at the Disney Cup International Tournament. (ADMINISTRATION)

B) Consideration and action, if any, on establishing the HUD Section 108 Loan Guarantee Custodial Account with a Financial Institution. (GMCD)

C) Consideration and action, if any, to include the proposed property as surplus and take proper action as necessary. (DEVELOPMENT SERVICES)

D) Consultation with the Board of Commissioners on review of the City's Organizational Structure. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, authorizing the purchase of a Hazardous Material Pumper utilizing H-GAC Cooperative Contract #FS1217. Project # 1718-01-515-P008-003. (FIRE)

B) Consideration and action, if any, authorizing the purchase of networking equipment for upgrades at City Hall and Public Safety Building utilizing Texas DIR Cooperative Contract #TSO-2668. Project #1718-01-518-P012-003. (INNOVATION & TECHNOLOGY)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on 5 year subscription agreement through the DIR Contract with Accela Civic Platform through Carahsoft Technology. Project #1718-01-527-P010-001. (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on services agreement through the GSA Schedule with Byrne Software Technologies, Inc through Carahsoft Technology Corporation for the Accela Software implementation. Project #1718-01-527-P011-001 (DEVELOPMENT SERVICES)

AGENDA REGULAR MEETING
March 19, 2018

C) Consideration and action, if any, awarding Construction Contract for the Traffic Signal Loop Detector Replacement Project Bid No. 1718-40-510-C002-065. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. for Professional Architectural Services for the City of Pharr-New Fire Station No. 1 Project. (Project No. C1718-01-528-0026) (ENGINEERING)

E) Consideration and action, if any, on termination of contracts with S&GE, LLC. (ADMINISTRATION)

F) Consideration and action, if any, on Letter of Intent from Vipers Arena, Inc. (ADMINISTRATION)

10. LEGAL:

A) Attorney consultation on status of Dahlia Ybarra vs. City of Pharr, C-4849-16-F. (LEGAL)

B) Attorney consultation and possible action on contract with Envirolite. (LEGAL)

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 in accordance with the following below:*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on 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**

AGENDA REGULAR MEETING
March 19, 2018

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:

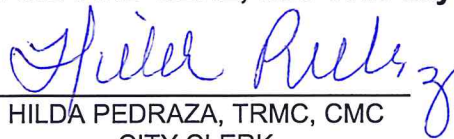
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 16th day of March 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 16th day of March 2018.


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____

STATE OF TEXAS

COUNTY OF HIDALGO

PROCLAMATION

CITY OF PHARR

NO.

WHEREAS, The City of Pharr is a participant in the Community Development Block Grant (CDBG) program which funds a myriad of social and public services, community projects and housing programs; and

WHEREAS, in the City and in communities throughout the nation forty-four Years of Community Development Block Grant Program funding has developed a strong working network of relationships between this local government, residents of Community Development target neighborhoods and a number of nonprofit agencies which provide services and help make possible our commitment to those neighborhoods.

WHEREAS, that during National Community Development Week, the City will give special thanks and recognition of all participants whose hard work and devotion to the neighborhood and their low and moderate income residents help ensure the quality and effectiveness of the Community Development Block Grant Program.

NOW THEREFORE, I, Ambrosio Hernandez M. D., MAYOR OF THE CITY OF PHARR, TEXAS: By the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of April 2, 2018 to April 6, 2018 as:

“NATIONAL COMMUNITY DEVELOPMENT WEEK IN PHARR, TEXAS”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of March 2018.

City of Pharr

Ambrosio Hernandez M. D., Mayor

Attest:

Hilda Pedraza, City Clerk

PROCLAMATION

STATE OF TEXAS

COUNTY OF HIDALGO

PROCLAMATION

CITY OF PHARR

NO. P-

WHEREAS, April is observed as **“FAIR HOUSING MONTH”** across the country and

WHEREAS, The Fair Housing Act recognizes, supports, and encourages the right of every person, regardless of race, color, creed, gender, national origin, family status, or disability to live in the housing of the individual’s choice; and

WHEREAS, Fair Housing organizations and partners will observe the month of April with special activities and events in recognition of the Federal Fair Housing Act and the important role it plays in our community; and

WHEREAS, in Pharr, Texas we encourage all of our citizens to join in this national effort to assure housing opportunities for all American in all neighborhoods throughout the nation.

NOW THEREFORE, I, AMBROSIO HERNANDEZ M. D., MAYOR OF THE CITY OF PHARR, TEXAS: By the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the month of April 2018 as:

“FAIR HOUSING MONTH”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th, day of March, 2018.

Ambrosio Hernandez M. D., Mayor

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: March 9, 2018

MEETING DATE: March 19, 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 - 03/09/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: March 9, 2018

MEETING DATE: March 19, 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 - 03/09/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: March 12, 2018

MEETING DATE: March 19, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of March 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 March 2018 (6th month of City's Fiscal Year but December's Sales Activity) has shown an OVERALL POSITIVE trend in the amount of \$554,449 from this point last year, or an INCREASE of 6.65%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 8.13% compared to last March collections, the City ranked No. 6 this month compared to 9 other cities in the Valley in sales collections compared to last period and ranked No. 1 in sales collections to date.

GAAP BASIS

This is the 4th month (Month of Actual Sales) of the fiscal year 2017/2018; to date we are UP 7.49% which equate to \$417,009 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 - 03/12/2018

Karla Moya

Approved - 03/12/2018

Patricia Rigney

Approved - 03/12/2018

Karla Moya

Approved - 03/13/2018

City Management Office

Final Approval - 03/14/2018

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	1,712,515	142,516
MAR.	959,178	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217	1,405,923	105,706
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	\$ 12,825,707	\$ 13,024,633	\$ 14,268,899	\$ 15,765,800	\$ 16,594,826	\$ 16,944,071	\$ 8,896,283	\$ 554,449

AVERAGE PER MONTH

\$ 1,068,809 \$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,482,714

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 554,449

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 6.65%

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	1,284,387	106,887
MAR.	719,383	761,129	817,995	933,370	937,821	975,163	1,054,442	79,279
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>\$ 6,672,212</u>	<u>\$ 415,837</u>

AVERAGE PER MONTH

\$ 801,607 \$ 814,040 \$ 891,806 \$ 985,363 \$ 1,037,177 \$ 1,059,004 \$ 1,112,035

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 149,195 \$ 933,199 \$ 1,122,676 \$ 621,769 \$ 261,934 \$ 415,837

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 6.65%

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	856,257.68	\$	784,999.81		71,257.88	9.08%	155,652.05
January	702,961.59	\$	650,108.69		52,852.90	8.13%	208,504.95
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	\$ 2,992,063.42	\$	8,540,754.78	\$	208,504.95	7.49%	

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	428,128.84	\$	392,499.90		35,628.94	9.08%	77,826.03
January	351,480.79	\$	325,054.35		26,426.45	8.13%	104,252.47
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	\$ 1,496,031.71	\$	4,270,377.39	\$	104,252.47	7.49%	

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	428,128.84	\$	392,499.90		35,628.94	9.08%	77,826.03
January	351,480.79	\$	325,054.35		26,426.45	8.13%	104,252.47
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	\$ 1,496,031.71	\$	4,270,377.39	\$	77,826.03	7.49%	

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	\$ 1,712,515.36	\$	1,569,999.61		142,515.75	1,420,608.33	291,907
January	\$ 1,405,923.17	\$	1,300,217.38		105,706	1,420,608.33	(14,685)
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	\$ 5,984,126.83	\$	17,081,509.55	\$	417,009.89	\$ 17,047,300.00	\$ 301,693.50
					7.49%		226,270.12

Total
City Portion

SALES TAX STATE COLLECTION RGV COMPARISON -MARCH 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	Harlingen	1,972,172	1,769,341	11.46%	6,574,275	6,044,423	8.77%
2	Mission	1,237,503	1,123,407	10.16%	3,925,089	3,916,499	0.22%
3	Mercedes	419,007	380,898	10.01%	1,817,303	1,914,772	-5.09%
4	Edinburg	1,719,773	1,573,511	9.30%	5,511,252	5,345,401	3.10%
5	San Juan	282,938	260,052	8.80%	879,570	865,079	1.68%
6	Pharr	1,405,923	1,300,217	8.13%	4,620,488	4,187,283	10.35%
7	McAllen	4,454,867	4,129,304	7.88%	16,365,993	15,723,197	4.09%
8	Weslaco	949,876	880,548	7.87%	3,163,689	3,076,679	2.83%
9	Alamo	271,387	254,734	6.54%	929,508	909,531	2.20%
10	Brownsville	2,721,606	2,586,309	5.23%	9,813,410	9,305,776	5.46%

Rank Based on Calendar Year 2018 To Date Activity							
1	Pharr	1,405,923	1,300,217	8.13%	4,620,488	4,187,283	10.35%
2	Harlingen	1,972,172	1,769,341	11.46%	6,574,275	6,044,423	8.77%
3	Brownsville	2,721,606	2,586,309	5.23%	9,813,410	9,305,776	5.46%
4	McAllen	4,454,867	4,129,304	7.88%	16,365,993	15,723,197	4.09%
5	Edinburg	1,719,773	1,573,511	9.30%	5,511,252	5,345,401	3.10%
6	Weslaco	949,876	880,548	7.87%	3,163,689	3,076,679	2.83%
7	Alamo	271,387	254,734	6.54%	929,508	909,531	2.20%
8	San Juan	282,938	260,052	8.80%	879,570	865,079	1.68%
9	Mission	1,237,503	1,123,407	10.16%	3,925,089	3,916,499	0.22%
10	Mercedes	419,007	380,898	10.01%	1,817,303	1,914,772	-5.09%

STATE TOTALS	431,429,996.52	401,143,049.43	7.02%	1,481,152,721.41	1,386,389,874.66	6.40%
---------------------	-----------------------	-----------------------	--------------	-------------------------	-------------------------	--------------



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of February 2018 Tax Collection Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Per Hidalgo County Tax Report:

Current Property Tax collections collected to date amounts to \$16,372,768.38 which is .90% HIGHER than last year's current taxes.

Delinquent Property Tax Collections to date equals \$316,574.79 which is .44% lower than prior year's.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Karla Moya
City Management Office

Created/Initiated - 03/14/2018
Approved - 03/14/2018
Final Approval - 03/14/2018

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
FEBRUARY 2018**

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	16,372,768.38	-	15,438.34	2,267,824.54	87.83%	86.91%
2016 & PRIOR YRS	2,497,225.46	316,574.79	-	(3,084.76)	2,177,565.91	12.69%	13.13%
ROLLBACK	80,403.97	20,240.89	-	-	60,163.08	25.17%	99.82%
TOTALS	21,202,784.01	16,709,584.06	-	12,353.58	4,505,553.53		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2018

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	1,432,023.10	(16,826.89) CURRENT
CURRENT YEAR-P&I	65,151.23	
PRIOR YEARS-BASE TAX	70,365.26	(2,894.22) PRIOR
PRIOR YEARS-P&I	34,136.29	
ROLLBACK	16,079.58	ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	14,888.89	PURGED
TOTAL COLLECTIONS	1,632,644.35	(19,721.11)
LESS TRANSFERRED	1,099,082.99	
LESS IN TRANSIT	527,712.78	
LESS DUE TO HCAD COMM. FEE	60.58	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

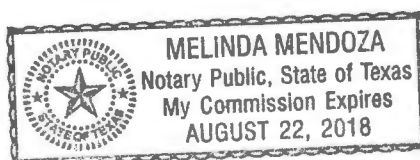
*****AFFIDAVIT*****

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 FEBRUARY 2018 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 8th DAY OF MARCH 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 FEBRUARY 2018

<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	15,438.34	(37,186.30)	52,624.64
CURRENT LEVY	18,640,592.92	17,418,887.46	1,221,705.46
CURRENT COLLECTIONS THIS MONTH	1,432,023.10	1,068,312.60	363,710.50
CURRENT COLLECTIONS TO DATE	16,372,768.38	15,139,529.82	1,233,238.56
OUTSTANDING TO DATE	2,267,824.54	2,279,357.64	(11,533.10)
PERCENT COLLECTED/ORIGINAL	87.91%	86.73%	1.18%
PERCENT COLLECTED/MODIFIED	87.83%	86.91%	0.92%
TOTAL COLLECTIONS FISCAL YEAR	16,372,768.38	15,139,529.82	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,497,225.46	2,471,614.90	25,610.56
MODIFICATIONS	(3,084.76)	(1,160.72)	(1,924.04)
DELINQUENT LEVY	2,494,140.70	2,470,454.18	23,686.52
DELINQUENT COLLECTIONS THIS MONTH	70,365.26	56,821.00	13,544.26
DELINQUENT COLLECTIONS TO DATE	316,574.79	324,393.04	(7,818.25)
OUTSTANDING TO DATE	2,177,565.91	2,146,061.14	31,504.77
PERCENT COLLECTED/ORIGINAL	12.68%	13.12%	-0.44%
PERCENT COLLECTED/MODIFIED	12.69%	13.13%	-0.44%
TOTAL COLLECTIONS FISCAL YEAR	316,574.79	324,393.04	
 <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	16,079.58	3,911.77	12,167.81
ROLLBACK COLLECTIONS TO DATE	20,240.89	3,911.77	16,329.12
OUTSTANDING TO DATE	60,163.08	6.98	60,156.10
PERCENT COLLECTED/ORIGINAL	25.17%	99.82%	-74.65%
PERCENT COLLECTED/MODIFIED	25.17%	99.82%	-74.65%
TOTAL COLLECTIONS FISCAL YEAR	20,240.89	3,911.77	

**PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF FEBRUARY 2018**

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-Feb	9,135.56	602.07			540.60	213.62			98.06		10,589.91		10,589.91	
2-Feb	20,465.85	569.37			2,186.29	989.34			365.79		24,576.64		24,576.64	
5-Feb	27,784.12	875.93			2,932.08	2,383.44			711.57		34,687.14		34,687.14	
6-Feb	49,347.85	588.71			2,228.15	785.78			438.47		53,388.96		53,388.96	
7-Feb	8,218.41	515.81			1,084.04	529.72			224.21		10,572.19		10,572.19	
8-Feb	78,202.90	503.74			1,129.67	349.45			220.06		80,405.82	208,432.66	(128,026.84)	16-Feb
8-Feb							16,079.58				16,079.58	16,079.58	0.00	16-Feb
9-Feb	221,609.91	1,119.25			3,139.95	874.43			587.54		227,331.08	227,331.08	0.00	20-Feb
12-Feb	34,629.86	2,138.51			3,410.41	1,181.11			625.16		41,985.05	41,985.05	0.00	21-Feb
13-Feb	42,782.91	859.68			2,184.63	569.60			353.26		46,750.08	46,750.08	0.00	22-Feb
14-Feb	185,475.72	972.03			4,316.94	1,797.53			846.50		193,408.72	193,408.72	0.00	23-Feb
15-Feb	9,989.61	843.00			2,149.69	645.74			308.26		13,936.30	13,936.30	0.00	26-Feb
16-Feb	59,685.04	909.40			1,336.60	385.01			173.31		62,489.36		62,489.36	
17-Feb	(5,149.21)				(725.89)	(4.95)					(5,880.05)	56,609.31	(62,489.36)	27-Feb
18-Feb	184,588.79	20,920.39									205,509.18	205,509.18	0.00	28-Feb
20-Feb	43,202.86	2,900.74			3,189.77	1,062.22			523.91		50,879.50		50,879.50	
21-Feb	33,865.39	2,297.08			1,358.96	379.34			260.76		38,161.53	89,041.03	(50,879.50)	28-Feb
22-Feb	73,233.85	4,952.84			2,788.68	823.25			450.01		82,248.63	82,248.63	(0.00)	1-Mar
23-Feb	78,928.42	5,215.70			4,628.38	1,925.94			947.08		91,645.52	91,645.52	0.00	2-Mar
26-Feb	74,281.56	5,073.46			16,370.21	14,321.21			4,690.52		114,736.96	114,736.96	0.00	5-Mar
27-Feb	83,963.85	5,244.32			5,286.09	1,460.68			927.10		96,882.04	96,882.04	0.00	6-Mar
28-Feb	117,779.85	8,049.20			10,830.01	3,463.83			2,137.32		142,260.21	142,199.63	60.58	9-Mar
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
TTL	1,432,023.10	65,151.23	0.00	0.00	70,365.26	34,136.29	16,079.58	0.00	14,888.89	0.00	1,632,644.35	1,626,795.77	5,848.58	

OVERALL TOTAL	1,632,644.35
LESS REFUNDS	0.00
LESS HCAD COMM FEES	60.58
LESS COMM/COST	5,788.00
BALANCE	1,626,795.77
LESS TRANSFERRED	1,099,082.99
LESS TRANSF IN TRANSIT	527,712.78
BALANCE PENDING	0.00

03/01/2018 21:06:48 2940753
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 02/01/2018 THRU 02/28/2018
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 47
 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	1,251,310.27	.00	56,929.24	91,711.98-	1,216,527.53	184.68	.00	.00	1,308,424.19
	I & S	.081900	180,712.83	.00	8,221.99	13,244.96-	175,689.86	.00	.00	.00	188,934.82
	TOTAL	.649000	1,432,023.10	.00	65,151.23	104,956.94-	1,392,217.39	184.68	.00	.00	1,497,359.01
2016	M & O	.582100	33,307.08	.00	8,070.17	54.47-	41,322.78	6,599.29	.00	.00	47,976.54
	I & S	.071900	4,114.03	.00	996.83	6.73-	5,104.13	.00	.00	.00	5,110.86
	TOTAL	.654000	37,421.11	.00	9,067.00	61.20-	46,426.91	6,599.29	.00	.00	53,087.40
2015	M & O	.582100	10,910.25	.00	3,891.44	.00	14,801.69	2,363.89	.00	.00	17,165.58
	I & S	.071900	1,347.67	.00	480.68	.00	1,828.35	.00	.00	.00	1,828.35
	TOTAL	.654000	12,257.92	.00	4,372.12	.00	16,630.04	2,363.89	.00	.00	18,993.93
2014	M & O	.608100	5,538.72	.00	2,692.09	.00	8,230.81	1,292.97	.00	.00	9,523.78
	I & S	.071900	654.87	.00	318.30	.00	973.17	.00	.00	.00	973.17
	TOTAL	.680000	6,193.59	.00	3,010.39	.00	9,203.98	1,292.97	.00	.00	10,496.95
2013	M & O	.605000	2,513.13	.00	1,479.78	.00	3,992.91	612.05	.00	.00	4,604.96
	I & S	.075000	311.54	.00	183.46	.00	495.00	.00	.00	.00	495.00
	TOTAL	.680000	2,824.67	.00	1,663.24	.00	4,487.91	612.05	.00	.00	5,099.96
2012	M & O	.602600	1,366.88	.00	984.45	.00	2,351.33	387.02	.00	.00	2,738.35
	I & S	.077400	175.60	.00	126.46	.00	302.06	.00	.00	.00	302.06
	TOTAL	.680000	1,542.48	.00	1,110.91	.00	2,653.39	387.02	.00	.00	3,040.41
2011	M & O	.602100	1,432.84	.00	1,108.83	.00	2,541.67	359.00	.00	.00	2,900.67
	I & S	.077900	185.39	.00	143.47	.00	328.86	.00	.00	.00	328.86
	TOTAL	.680000	1,618.23	.00	1,252.30	.00	2,870.53	359.00	.00	.00	3,229.53
2010	M & O	.601800	936.15	.00	862.87	.00	1,799.02	285.17	.00	.00	2,084.19
	I & S	.078200	121.65	.00	112.12	.00	233.77	.00	.00	.00	233.77
	TOTAL	.680000	1,057.80	.00	974.99	.00	2,032.79	285.17	.00	.00	2,317.96
2009	M & O	.601800	1,000.43	.00	1,002.67	.00	2,003.10	302.31	.00	.00	2,305.41
	I & S	.078200	130.00	.00	130.29	.00	260.29	.00	.00	.00	260.29
	TOTAL	.680000	1,130.43	.00	1,132.96	.00	2,263.39	302.31	.00	.00	2,565.70
2008	M & O	.602940	525.25	.00	633.60	.00	1,158.85	195.96	.00	.00	1,354.81
	I & S	.078910	68.74	.00	82.93	.00	151.67	.00	.00	.00	151.67
	TOTAL	.681850	593.99	.00	716.53	.00	1,310.52	195.96	.00	.00	1,506.48
2007	M & O	.596130	402.46	.00	531.81	.00	934.27	158.97	.00	.00	1,093.24
	I & S	.086990	58.73	.00	77.61	.00	136.34	.00	.00	.00	136.34
	TOTAL	.683120	461.19	.00	609.42	.00	1,070.61	158.97	.00	.00	1,229.58
2006	M & O	.593130	590.32	.00	826.54	.00	1,416.86	234.92	.00	.00	1,651.78
	I & S	.089990	89.56	.00	125.39	.00	214.95	.00	.00	.00	214.95
	TOTAL	.683120	679.88	.00	951.93	.00	1,631.81	234.92	.00	.00	1,866.73

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	518.21	.00	802.75	.00	1,320.96	224.64	.00	.00	1,545.60
	I & S	.089990	78.62	.00	121.79	.00	200.41	.00	.00	.00	200.41
	TOTAL	.683120	596.83	.00	924.54	.00	1,521.37	224.64	.00	.00	1,746.01
2004	M & O	.601650	449.77	.00	756.66	.00	1,206.43	204.36	.00	.00	1,410.79
	I & S	.081470	60.89	.00	102.48	.00	163.37	.00	.00	.00	163.37
	TOTAL	.683120	510.66	.00	859.14	.00	1,369.80	204.36	.00	.00	1,574.16
2003	M & O	.596220	487.13	.00	843.88	.00	1,331.01	211.62	.00	.00	1,542.63
	I & S	.086900	71.01	.00	122.99	.00	194.00	.00	.00	.00	194.00
	TOTAL	.683120	558.14	.00	966.87	.00	1,525.01	211.62	.00	.00	1,736.63
2002	M & O	.590210	576.22	.00	1,084.43	.00	1,660.65	271.23	.00	.00	1,931.88
	I & S	.099790	97.43	.00	183.36	.00	280.79	.00	.00	.00	280.79
	TOTAL	.690000	673.65	.00	1,267.79	.00	1,941.44	271.23	.00	.00	2,212.67
2001	M & O	.564720	471.53	.00	919.99	.00	1,391.52	202.08	.00	.00	1,593.60
	I & S	.097590	81.49	.00	158.98	.00	240.47	.00	.00	.00	240.47
	TOTAL	.662310	553.02	.00	1,078.97	.00	1,631.99	202.08	.00	.00	1,834.07
2000	M & O	.533960	494.27	.00	1,072.57	.00	1,566.84	208.42	.00	.00	1,775.26
	I & S	.108350	100.29	.00	217.64	.00	317.93	.00	.00	.00	317.93
	TOTAL	.642310	594.56	.00	1,290.21	.00	1,884.77	208.42	.00	.00	2,093.19
1999	M & O	.529360	136.14	.00	311.77	.00	447.91	81.52	.00	.00	529.43
	I & S	.112950	29.05	.00	66.52	.00	95.57	.00	.00	.00	95.57
	TOTAL	.642310	165.19	.00	378.29	.00	543.48	81.52	.00	.00	625.00
1998	M & O	.505610	136.44	.00	328.41	.00	464.85	81.53	.00	.00	546.38
	I & S	.124390	33.57	.00	80.79	.00	114.36	.00	.00	.00	114.36
	TOTAL	.630000	170.01	.00	409.20	.00	579.21	81.53	.00	.00	660.74
1997	M & O	.524810	132.78	.00	335.92	.00	468.70	80.38	.00	.00	549.08
	I & S	.075190	19.02	.00	48.13	.00	67.15	.00	.00	.00	67.15
	TOTAL	.600000	151.80	.00	384.05	.00	535.85	80.38	.00	.00	616.23
1996	M & O	.516090	144.65	.00	377.64	.00	522.29	89.13	.00	.00	611.42
	I & S	.083910	23.52	.00	61.40	.00	84.92	.00	.00	.00	84.92
	TOTAL	.600000	168.17	.00	439.04	.00	607.21	89.13	.00	.00	696.34
1995	M & O	.510030	129.04	.00	357.44	.00	486.48	85.84	.00	.00	572.32
	I & S	.089970	22.76	.00	63.05	.00	85.81	.00	.00	.00	85.81
	TOTAL	.600000	151.80	.00	420.49	.00	572.29	85.84	.00	.00	658.13
1994	M & O	.471740	120.06	.00	346.98	.00	467.04	84.65	.00	.00	551.69
	I & S	.098260	25.01	.00	72.27	.00	97.28	.00	.00	.00	97.28
	TOTAL	.570000	145.07	.00	419.25	.00	564.32	84.65	.00	.00	648.97

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	118.46	.00	356.56	.00	475.02	87.26	.00	.00	562.28
	I & S	.104560	26.61	.00	80.10	.00	106.71	.00	.00	.00	106.71
	TOTAL	.570000	145.07	.00	436.66	.00	581.73	87.26	.00	.00	668.99
ALL	M & O		1,313,748.48	.00	86,908.49	91,766.45-	1,308,890.52	14,888.89	.00	.00	1,415,545.86
ALL	I & S		188,639.88	.00	12,379.03	13,251.69-	187,767.22	.00	.00	.00	201,018.91
ALL	TOTAL		1,502,388.36	.00	99,287.52	105,018.14-	1,496,657.74	14,888.89	.00	.00	1,616,564.77
DLQ	M & O		62,438.21	.00	29,979.25	54.47-	92,362.99	14,704.21	.00	.00	107,121.67
DLQ	I & S		7,927.05	.00	4,157.04	6.73-	12,077.36	.00	.00	.00	12,084.09
DLQ	TOTAL		70,365.26	.00	34,136.29	61.20-	104,440.35	14,704.21	.00	.00	119,205.76
CURR	M & O		1,251,310.27	.00	56,929.24	91,711.98-	1,216,527.53	184.68	.00	.00	1,308,424.19
CURR	I & S		180,712.83	.00	8,221.99	13,244.96-	175,689.86	.00	.00	.00	188,934.82
CURR	TOTAL		1,432,023.10	.00	65,151.23	104,956.94-	1,392,217.39	184.68	.00	.00	1,497,359.01

[illegible]

03/01/2018 20:24:58 2940751
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 02/01/2018 THRU 02/28/2018
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 47
 INCLUDES 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	1,251,310.27	.00	56,929.24	91,711.98-	1,216,527.53	184.68	.00	.00	1,308,424.19
	I & S	.081900	180,712.83	.00	8,221.99	13,244.96-	175,689.86	.00	.00	.00	188,934.82
	TOTAL	.649000	1,432,023.10	.00	65,151.23	104,956.94-	1,392,217.39	184.68	.00	.00	1,497,359.01
2016	M & O	.582100	35,676.31	.00	8,070.17	54.47-	43,692.01	6,599.29	.00	.00	50,345.77
	I & S	.071900	4,406.67	.00	996.83	6.73-	5,396.77	.00	.00	.00	5,403.50
	TOTAL	.654000	40,082.98	.00	9,067.00	61.20-	49,088.78	6,599.29	.00	.00	55,749.27
2015	M & O	.582100	13,483.43	.00	3,891.44	.00	17,374.87	2,363.89	.00	.00	19,738.76
	I & S	.071900	1,665.50	.00	480.68	.00	2,146.18	.00	.00	.00	2,146.18
	TOTAL	.654000	15,148.93	.00	4,372.12	.00	19,521.05	2,363.89	.00	.00	21,884.94
2014	M & O	.608100	8,398.68	.00	2,692.09	.00	11,090.77	1,292.97	.00	.00	12,383.74
	I & S	.071900	993.02	.00	318.30	.00	1,311.32	.00	.00	.00	1,311.32
	TOTAL	.680000	9,391.70	.00	3,010.39	.00	12,402.09	1,292.97	.00	.00	13,695.06
2013	M & O	.605000	5,683.49	.00	1,479.78	.00	7,163.27	612.05	.00	.00	7,775.32
	I & S	.075000	704.56	.00	183.46	.00	888.02	.00	.00	.00	888.02
	TOTAL	.680000	6,388.05	.00	1,663.24	.00	8,051.29	612.05	.00	.00	8,663.34
2012	M & O	.602600	4,703.52	.00	984.45	.00	5,687.97	387.02	.00	.00	6,074.99
	I & S	.077400	604.17	.00	126.46	.00	730.63	.00	.00	.00	730.63
	TOTAL	.680000	5,307.69	.00	1,110.91	.00	6,418.60	387.02	.00	.00	6,805.62
2011	M & O	.602100	1,432.84	.00	1,108.83	.00	2,541.67	359.00	.00	.00	2,900.67
	I & S	.077900	185.39	.00	143.47	.00	328.86	.00	.00	.00	328.86
	TOTAL	.680000	1,618.23	.00	1,252.30	.00	2,870.53	359.00	.00	.00	3,229.53
2010	M & O	.601800	936.15	.00	862.87	.00	1,799.02	285.17	.00	.00	2,084.19
	I & S	.078200	121.65	.00	112.12	.00	233.77	.00	.00	.00	233.77
	TOTAL	.680000	1,057.80	.00	974.99	.00	2,032.79	285.17	.00	.00	2,317.96
2009	M & O	.601800	1,000.43	.00	1,002.67	.00	2,003.10	302.31	.00	.00	2,305.41
	I & S	.078200	130.00	.00	130.29	.00	260.29	.00	.00	.00	260.29
	TOTAL	.680000	1,130.43	.00	1,132.96	.00	2,263.39	302.31	.00	.00	2,565.70
2008	M & O	.602940	525.25	.00	633.60	.00	1,158.85	195.96	.00	.00	1,354.81
	I & S	.078910	68.74	.00	82.93	.00	151.67	.00	.00	.00	151.67
	TOTAL	.681850	593.99	.00	716.53	.00	1,310.52	195.96	.00	.00	1,506.48
2007	M & O	.596130	402.46	.00	531.81	.00	934.27	158.97	.00	.00	1,093.24
	I & S	.086990	58.73	.00	77.61	.00	136.34	.00	.00	.00	136.34
	TOTAL	.683120	461.19	.00	609.42	.00	1,070.61	158.97	.00	.00	1,229.58
2006	M & O	.593130	590.32	.00	826.54	.00	1,416.86	234.92	.00	.00	1,651.78
	I & S	.089990	89.56	.00	125.39	.00	214.95	.00	.00	.00	214.95
	TOTAL	.683120	679.88	.00	951.93	.00	1,631.81	234.92	.00	.00	1,866.73

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	518.21	.00	802.75	.00	1,320.96	224.64	.00	.00	1,545.60
	I & S	.089990	78.62	.00	121.79	.00	200.41	.00	.00	.00	200.41
	TOTAL	.683120	596.83	.00	924.54	.00	1,521.37	224.64	.00	.00	1,746.01
2004	M & O	.601650	449.77	.00	756.66	.00	1,206.43	204.36	.00	.00	1,410.79
	I & S	.081470	60.89	.00	102.48	.00	163.37	.00	.00	.00	163.37
	TOTAL	.683120	510.66	.00	859.14	.00	1,369.80	204.36	.00	.00	1,574.16
2003	M & O	.596220	487.13	.00	843.88	.00	1,331.01	211.62	.00	.00	1,542.63
	I & S	.086900	71.01	.00	122.99	.00	194.00	.00	.00	.00	194.00
	TOTAL	.683120	558.14	.00	966.87	.00	1,525.01	211.62	.00	.00	1,736.63
2002	M & O	.590210	576.22	.00	1,084.43	.00	1,660.65	271.23	.00	.00	1,931.88
	I & S	.099790	97.43	.00	183.36	.00	280.79	.00	.00	.00	280.79
	TOTAL	.690000	673.65	.00	1,267.79	.00	1,941.44	271.23	.00	.00	2,212.67
2001	M & O	.564720	471.53	.00	919.99	.00	1,391.52	202.08	.00	.00	1,593.60
	I & S	.097590	81.49	.00	158.98	.00	240.47	.00	.00	.00	240.47
	TOTAL	.662310	553.02	.00	1,078.97	.00	1,631.99	202.08	.00	.00	1,834.07
2000	M & O	.533960	494.27	.00	1,072.57	.00	1,566.84	208.42	.00	.00	1,775.26
	I & S	.108350	100.29	.00	217.64	.00	317.93	.00	.00	.00	317.93
	TOTAL	.642310	594.56	.00	1,290.21	.00	1,884.77	208.42	.00	.00	2,093.19
1999	M & O	.529360	136.14	.00	311.77	.00	447.91	81.52	.00	.00	529.43
	I & S	.112950	29.05	.00	66.52	.00	95.57	.00	.00	.00	95.57
	TOTAL	.642310	165.19	.00	378.29	.00	543.48	81.52	.00	.00	625.00
1998	M & O	.505610	136.44	.00	328.41	.00	464.85	81.53	.00	.00	546.38
	I & S	.124390	33.57	.00	80.79	.00	114.36	.00	.00	.00	114.36
	TOTAL	.630000	170.01	.00	409.20	.00	579.21	81.53	.00	.00	660.74
1997	M & O	.524810	132.78	.00	335.92	.00	468.70	80.38	.00	.00	549.08
	I & S	.075190	19.02	.00	48.13	.00	67.15	.00	.00	.00	67.15
	TOTAL	.600000	151.80	.00	384.05	.00	535.85	80.38	.00	.00	616.23
1996	M & O	.516090	144.65	.00	377.64	.00	522.29	89.13	.00	.00	611.42
	I & S	.083910	23.52	.00	61.40	.00	84.92	.00	.00	.00	84.92
	TOTAL	.600000	168.17	.00	439.04	.00	607.21	89.13	.00	.00	696.34
1995	M & O	.510030	129.04	.00	357.44	.00	486.48	85.84	.00	.00	572.32
	I & S	.089970	22.76	.00	63.05	.00	85.81	.00	.00	.00	85.81
	TOTAL	.600000	151.80	.00	420.49	.00	572.29	85.84	.00	.00	658.13
1994	M & O	.471740	120.06	.00	346.98	.00	467.04	84.65	.00	.00	551.69
	I & S	.098260	25.01	.00	72.27	.00	97.28	.00	.00	.00	97.28
	TOTAL	.570000	145.07	.00	419.25	.00	564.32	84.65	.00	.00	648.97

03/01/2018 20:24:58 2940751
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 02/01/2018 THRU 02/28/2018
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	118.46	.00	356.56	.00	475.02	87.26	.00	.00	562.28
	I & S	.104560	26.61	.00	80.10	.00	106.71	.00	.00	.00	106.71
	TOTAL	.570000	145.07	.00	436.66	.00	581.73	87.26	.00	.00	668.99
ALL	M & O		1,328,057.85	.00	86,908.49	91,766.45-	1,323,199.89	14,888.89	.00	.00	1,429,855.23
ALL	I & S		190,410.09	.00	12,379.03	13,251.69-	189,537.43	.00	.00	.00	202,789.12
ALL	TOTAL		1,518,467.94	.00	99,287.52	105,018.14-	1,512,737.32	14,888.89	.00	.00	1,632,644.35
DLQ	M & O		76,747.58	.00	29,979.25	54.47-	106,672.36	14,704.21	.00	.00	121,431.04
DLQ	I & S		9,697.26	.00	4,157.04	6.73-	13,847.57	.00	.00	.00	13,854.30
DLQ	TOTAL		86,444.84	.00	34,136.29	61.20-	120,519.93	14,704.21	.00	.00	135,285.34
CURR	M & O		1,251,310.27	.00	56,929.24	91,711.98-	1,216,527.53	184.68	.00	.00	1,308,424.19
CURR	I & S		180,712.83	.00	8,221.99	13,244.96-	175,689.86	.00	.00	.00	188,934.82
CURR	TOTAL		1,432,023.10	.00	65,151.23	104,956.94-	1,392,217.39	184.68	.00	.00	1,497,359.01

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2018 TO 02/28/2018

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	2,935,413	2,899,105,883	00.649000	18,640,592.92	21,934

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	16,826.89-	15,438.34	1,432,023.10	16,372,768.38	2,267,824.54	87.83	0.00
2016	704,946.53	1,143.19-	4,206.53-	37,421.11	185,127.55	515,612.45	26.42	389.44-
2015	400,586.01	452.33-	806.57	12,257.92	60,690.11	340,702.47	15.12	397.33-
2014	233,502.22	361.93-	478.59	6,193.59	24,998.82	208,981.99	10.68	361.93-
2013	160,958.84	204.04-	504.47	2,824.67	11,577.70	149,885.61	7.17	204.04-
2012	126,197.63	196.04-	45.02-	1,542.48	7,739.40	118,413.21	6.13	196.04-
2011	109,321.59	195.17-	261.76-	1,618.23	5,473.13	103,586.70	5.02	195.17-
2010	103,973.62	199.74-	199.74-	1,057.80	4,239.37	99,534.51	4.09	199.74-
2009	97,474.72	141.78-	141.78-	1,130.43	3,424.60	93,908.34	3.52	141.78-
2008	76,590.69	.00	0.00	593.99	1,858.36	74,732.33	2.43	0.00
2007	65,963.46	.00	0.00	461.19	991.74	64,971.72	1.50	0.00
2006	62,876.16	.00	0.00	679.88	1,295.57	61,580.59	2.06	0.00
2005	56,535.90	.00	0.00	596.83	1,274.05	55,261.85	2.25	0.00
2004	54,901.24	.00	5.74-	510.66	1,481.16	53,414.34	2.70	0.00
2003	44,173.45	.00	0.00	558.14	966.82	43,206.63	2.19	0.00
2002	37,558.06	.00	3.80-	673.65	1,203.51	36,350.75	3.20	0.00
2001	28,128.38	.00	6.62-	553.02	923.93	27,197.83	3.29	0.00
2000	24,755.10	.00	3.40-	594.56	881.77	23,869.93	3.56	0.00
1999	19,416.10	.00	0.00	165.19	386.66	19,029.44	1.99	0.00
1998	14,953.39	.00	0.00	170.01	430.14	14,523.25	2.88	0.00
1997	14,389.00	.00	0.00	151.80	345.33	14,043.67	2.40	0.00
1996	60,023.37	.00	0.00	610.11	1,265.07	58,758.30	2.11	0.00
****	21,122,380.04	19,721.11-	12,353.58	1,502,388.36	16,689,343.17	4,445,390.45		2,085.47-

03/02/2018 08:12:4
TC168

2940859

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2018 TO 02/28/2018

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	3
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	2,661.87	3,657.65	10,103.42	26.58	0.00
2015	14,380.34	.00	0.00	2,891.01	3,591.41	10,788.93	24.97	0.00
2014	15,905.87	.00	0.00	3,198.11	3,973.06	11,932.81	24.98	0.00
2013	17,678.68	.00	0.00	3,563.38	4,385.17	13,293.51	24.80	0.00
2012	18,678.01	.00	0.00	3,765.21	4,633.60	14,044.41	24.81	0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	16,079.58	20,240.89	60,163.08		0.00

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	2,935,413	2,899,105,883	00.649000	18,640,592.92	21,934

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	16,826.89-	15,438.34	1,432,023.10	16,372,768.38	2,267,824.54	87.83	0.00
2016	718,707.60	1,143.19-	4,206.53-	40,082.98	188,785.20	525,715.87	26.42	389.44-
2015	414,966.35	452.33-	806.57	15,148.93	64,281.52	351,491.40	15.46	397.33-
2014	249,408.09	361.93-	478.59	9,391.70	28,971.88	220,914.80	11.59	361.93-
2013	178,637.52	204.04-	504.47	6,388.05	15,962.87	163,179.12	8.91	204.04-
2012	144,875.64	196.04-	45.02-	5,307.69	12,373.00	132,457.62	8.54	196.04-
2011	109,321.59	195.17-	261.76-	1,618.23	5,473.13	103,586.70	5.02	195.17-
2010	103,973.62	199.74-	199.74-	1,057.80	4,239.37	99,534.51	4.09	199.74-
2009	97,474.72	141.78-	141.78-	1,130.43	3,424.60	93,908.34	3.52	141.78-
2008	76,590.69	.00	0.00	593.99	1,858.36	74,732.33	2.43	0.00
2007	65,963.46	.00	0.00	461.19	991.74	64,971.72	1.50	0.00
2006	62,876.16	.00	0.00	679.88	1,295.57	61,580.59	2.06	0.00
2005	56,535.90	.00	0.00	596.83	1,274.05	55,261.85	2.25	0.00
2004	54,901.24	.00	5.74-	510.66	1,481.16	53,414.34	2.70	0.00
2003	44,173.45	.00	0.00	558.14	966.82	43,206.63	2.19	0.00
2002	37,558.06	.00	3.80-	673.65	1,203.51	36,350.75	3.20	0.00
2001	28,128.38	.00	6.62-	553.02	923.93	27,197.83	3.29	0.00
2000	24,755.10	.00	3.40-	594.56	881.77	23,869.93	3.56	0.00
1999	19,416.10	.00	0.00	165.19	386.66	19,029.44	1.99	0.00
1998	14,953.39	.00	0.00	170.01	430.14	14,523.25	2.88	0.00
1997	14,389.00	.00	0.00	151.80	345.33	14,043.67	2.40	0.00
1996	60,023.37	.00	0.00	610.11	1,265.07	58,758.30	2.11	0.00
****	21,202,784.01	19,721.11-	12,353.58	1,518,467.94	16,709,584.06	4,505,553.53		2,085.47-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2018 TO 02/28/2018

EXCLUDES AG ROLLBACK

PAGE: 22

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,896,170,470	2,935,413	2,899,105,883	0.649000	18,640,592.92	21,934

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	16,826.89-	15,438.34	1,432,023.10	16,372,768.38	2,267,824.54	87.83	0.00
	ADJUSTMENT REFUNDS	5,149.21-	8,107.31-					
2016	704,946.53	1,143.19-	4,206.53-	37,421.11	185,127.55	515,612.45	26.42	389.44-
	ADJUSTMENT REFUNDS	670.89-	2,862.78-					
2015	400,586.01	452.33-	806.57	12,257.92	60,690.11	340,702.47	15.12	397.33-
	ADJUSTMENT REFUNDS	55.00-	152.56-					
2014	233,502.22	361.93-	478.59	6,193.59	24,998.82	208,981.99	10.68	361.93-
	ADJUSTMENT REFUNDS	.00	104.20-					
2013	160,958.84	204.04-	504.47	2,824.67	11,577.70	149,885.61	7.17	204.04-
	ADJUSTMENT REFUNDS	.00	136.65-					
2012	126,197.63	196.04-	45.02-	1,542.48	7,739.40	118,413.21	6.13	196.04-
2011	109,321.59	195.17-	261.76-	1,618.23	5,473.13	103,586.70	5.02	195.17-
2010	103,973.62	199.74-	199.74-	1,057.80	4,239.37	99,534.51	4.09	199.74-
2009	97,474.72	141.78-	141.78-	1,130.43	3,424.60	93,908.34	3.52	141.78-
2008	76,590.69	.00	0.00	593.99	1,858.36	74,732.33	2.43	0.00
2007	65,963.46	.00	0.00	461.19	991.74	64,971.72	1.50	0.00
2006	62,876.16	.00	0.00	679.88	1,295.57	61,580.59	2.06	0.00
2005	56,535.90	.00	0.00	596.83	1,274.05	55,261.85	2.25	0.00
2004	54,901.24	.00	5.74-	510.66	1,481.16	53,414.34	2.70	0.00
2003	44,173.45	.00	0.00	558.14	966.82	43,206.63	2.19	0.00
2002	37,558.06	.00	3.80-	673.65	1,203.51	36,350.75	3.20	0.00
2001	28,128.38	.00	6.62-	553.02	923.93	27,197.83	3.29	0.00
2000	24,755.10	.00	3.40-	594.56	881.77	23,869.93	3.56	0.00
1999	19,416.10	.00	0.00	165.19	386.66	19,029.44	1.99	0.00
1998	14,953.39	.00	0.00	170.01	430.14	14,523.25	2.88	0.00
1997	14,389.00	.00	0.00	151.80	345.33	14,043.67	2.40	0.00
1996	60,023.37	.00	0.00	610.11	1,265.07	58,758.30	2.11	0.00
****	21,122,380.04	19,721.11-	12,353.58	1,502,388.36	16,689,343.17	4,445,390.45		2,085.47-
	ADJUSTMENT REFUNDS	5,875.10-	11,363.50-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2018 TO 02/28/2018

AG ROLLBACK ONLY

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	3
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	2,661.87	3,657.65	10,103.42	26.58	0.00
ADJUSTMENT REFUNDS		670.89-	2,862.78-					
2015	14,380.34	.00	0.00	2,891.01	3,591.41	10,788.93	24.97	0.00
ADJUSTMENT REFUNDS		55.00-	152.56-					
2014	15,905.87	.00	0.00	3,198.11	3,973.06	11,932.81	24.98	0.00
ADJUSTMENT REFUNDS		.00	104.20-					
2013	17,678.68	.00	0.00	3,563.38	4,385.17	13,293.51	24.80	0.00
ADJUSTMENT REFUNDS		.00	136.65-					
2012	18,678.01	.00	0.00	3,765.21	4,633.60	14,044.41	24.81	0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	16,079.58	20,240.89	60,163.08		0.00
ADJUSTMENT REFUNDS		725.89-	3,256.19-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2018 TO 02/28/2018

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	2,935,413	2,899,105,883	0.649000	18,640,592.92	21,934

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	16,826.89-	15,438.34	1,432,023.10	16,372,768.38	2,267,824.54	87.83	0.00
	ADJUSTMENT REFUNDS	5,149.21-	8,107.31-					
2016	718,707.60	1,143.19-	4,206.53-	40,082.98	188,785.20	525,715.87	26.42	389.44-
	ADJUSTMENT REFUNDS	670.89-	2,862.78-					
2015	414,966.35	452.33-	806.57	15,148.93	64,281.52	351,491.40	15.46	397.33-
	ADJUSTMENT REFUNDS	55.00-	152.56-					
2014	249,408.09	361.93-	478.59	9,391.70	28,971.88	220,914.80	11.59	361.93-
	ADJUSTMENT REFUNDS	.00	104.20-					
2013	178,637.52	204.04-	504.47	6,388.05	15,962.87	163,179.12	8.91	204.04-
	ADJUSTMENT REFUNDS	.00	136.65-					
2012	144,875.64	196.04-	45.02-	5,307.69	12,373.00	132,457.62	8.54	196.04-
2011	109,321.59	195.17-	261.76-	1,618.23	5,473.13	103,586.70	5.02	195.17-
2010	103,973.62	199.74-	199.74-	1,057.80	4,239.37	99,534.51	4.09	199.74-
2009	97,474.72	141.78-	141.78-	1,130.43	3,424.60	93,908.34	3.52	141.78-
2008	76,590.69	.00	0.00	593.99	1,858.36	74,732.33	2.43	0.00
2007	65,963.46	.00	0.00	461.19	991.74	64,971.72	1.50	0.00
2006	62,876.16	.00	0.00	679.88	1,295.57	61,580.59	2.06	0.00
2005	56,535.90	.00	0.00	596.83	1,274.05	55,261.85	2.25	0.00
2004	54,901.24	.00	5.74-	510.66	1,481.16	53,414.34	2.70	0.00
2003	44,173.45	.00	0.00	558.14	966.82	43,206.63	2.19	0.00
2002	37,558.06	.00	3.80-	673.65	1,203.51	36,350.75	3.20	0.00
2001	28,128.38	.00	6.62-	553.02	923.93	27,197.83	3.29	0.00
2000	24,755.10	.00	3.40-	594.56	881.77	23,869.93	3.56	0.00
1999	19,416.10	.00	0.00	165.19	386.66	19,029.44	1.99	0.00
1998	14,953.39	.00	0.00	170.01	430.14	14,523.25	2.88	0.00
1997	14,389.00	.00	0.00	151.80	345.33	14,043.67	2.40	0.00
1996	60,023.37	.00	0.00	610.11	1,265.07	58,758.30	2.11	0.00
****	21,202,784.01	19,721.11-	12,353.58	1,518,467.94	16,709,584.06	4,505,553.53		2,085.47-
	ADJUSTMENT REFUNDS	5,875.10-	11,363.50-					

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	14,306,620.66	.00	56,929.24	347,754.44-	14,015,795.46	184.68	.00	.00	14,363,734.58
	I & S	.081900	2,066,147.72	.00	8,221.99	50,222.36-	2,024,147.35	.00	.00	.00	2,074,369.71
	TOTAL	.649000	16,372,768.38	.00	65,151.23	397,976.80-	16,039,942.81	184.68	.00	.00	16,438,104.29
2016	M & O	.582100	164,774.87	.00	36,447.45	2,895.85-	198,326.47	31,920.16	.00	.00	233,142.48
	I & S	.071900	20,352.68	.00	4,501.95	357.69-	24,496.94	.00	.00	.00	24,854.63
	TOTAL	.654000	185,127.55	.00	40,949.40	3,253.54-	222,823.41	31,920.16	.00	.00	257,997.11
2015	M & O	.582100	54,017.77	.00	17,685.45	284.99-	71,418.23	11,217.92	.00	.00	82,921.14
	I & S	.071900	6,672.34	.00	2,184.45	35.20-	8,821.59	.00	.00	.00	8,856.79
	TOTAL	.654000	60,690.11	.00	19,869.90	320.19-	80,239.82	11,217.92	.00	.00	91,777.93
2014	M & O	.608100	22,355.53	.00	10,193.71	.00	32,549.24	5,040.11	.00	.00	37,589.35
	I & S	.071900	2,643.29	.00	1,205.41	.00	3,848.70	.00	.00	.00	3,848.70
	TOTAL	.680000	24,998.82	.00	11,399.12	.00	36,397.94	5,040.11	.00	.00	41,438.05
2013	M & O	.605000	10,300.71	.00	5,312.36	.00	15,613.07	2,134.84	.00	.00	17,747.91
	I & S	.075000	1,276.99	.00	658.62	.00	1,935.61	.00	.00	.00	1,935.61
	TOTAL	.680000	11,577.70	.00	5,970.98	.00	17,548.68	2,134.84	.00	.00	19,683.52
2012	M & O	.602600	6,858.48	.00	4,548.08	.00	11,406.56	1,648.21	.00	.00	13,054.77
	I & S	.077400	880.92	.00	584.19	.00	1,465.11	.00	.00	.00	1,465.11
	TOTAL	.680000	7,739.40	.00	5,132.27	.00	12,871.67	1,648.21	.00	.00	14,519.88
2011	M & O	.602100	4,846.14	.00	3,632.69	.00	8,478.83	1,185.43	.00	.00	9,664.26
	I & S	.077900	626.99	.00	470.03	.00	1,097.02	.00	.00	.00	1,097.02
	TOTAL	.680000	5,473.13	.00	4,102.72	.00	9,575.85	1,185.43	.00	.00	10,761.28
2010	M & O	.601800	3,751.85	.00	3,199.42	.00	6,951.27	935.10	.00	.00	7,886.37
	I & S	.078200	487.52	.00	415.74	.00	903.26	.00	.00	.00	903.26
	TOTAL	.680000	4,239.37	.00	3,615.16	.00	7,854.53	935.10	.00	.00	8,789.63
2009	M & O	.601800	3,030.76	.00	2,840.89	.00	5,871.65	797.58	.00	.00	6,669.23
	I & S	.078200	393.84	.00	369.16	.00	763.00	.00	.00	.00	763.00
	TOTAL	.680000	3,424.60	.00	3,210.05	.00	6,634.65	797.58	.00	.00	7,432.23
2008	M & O	.602940	1,643.30	.00	1,885.58	.00	3,528.88	464.45	.00	.00	3,993.33
	I & S	.078910	215.06	.00	246.79	.00	461.85	.00	.00	.00	461.85
	TOTAL	.681850	1,858.36	.00	2,132.37	.00	3,990.73	464.45	.00	.00	4,455.18
2007	M & O	.596130	865.45	.00	1,125.62	.00	1,991.07	334.21	.00	.00	2,325.28
	I & S	.086990	126.29	.00	164.27	.00	290.56	.00	.00	.00	290.56
	TOTAL	.683120	991.74	.00	1,289.89	.00	2,281.63	334.21	.00	.00	2,615.84
2006	M & O	.593130	1,124.90	.00	1,564.97	.00	2,689.87	445.77	.00	.00	3,135.64
	I & S	.089990	170.67	.00	237.43	.00	408.10	.00	.00	.00	408.10
	TOTAL	.683120	1,295.57	.00	1,802.40	.00	3,097.97	445.77	.00	.00	3,543.74

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	1,106.23	.00	1,701.01	.00	2,807.24	462.38	.00	.00	3,269.62
	I & S	.089990	167.82	.00	258.08	.00	425.90	.00	.00	.00	425.90
	TOTAL	.683120	1,274.05	.00	1,959.09	.00	3,233.14	462.38	.00	.00	3,695.52
2004	M & O	.601650	1,304.51	.00	2,089.45	.00	3,393.96	508.16	.00	.00	3,902.12
	I & S	.081470	176.65	.00	282.95	.00	459.60	.00	.00	.00	459.60
	TOTAL	.683120	1,481.16	.00	2,372.40	.00	3,853.56	508.16	.00	.00	4,361.72
2003	M & O	.596220	843.83	.00	1,432.01	.00	2,275.84	299.75	.00	.00	2,575.59
	I & S	.086900	122.99	.00	208.72	.00	331.71	.00	.00	.00	331.71
	TOTAL	.683120	966.82	.00	1,640.73	.00	2,607.55	299.75	.00	.00	2,907.30
2002	M & O	.590210	1,029.46	.00	1,841.82	.00	2,871.28	338.22	.00	.00	3,209.50
	I & S	.099790	174.05	.00	311.41	.00	485.46	.00	.00	.00	485.46
	TOTAL	.690000	1,203.51	.00	2,153.23	.00	3,356.74	338.22	.00	.00	3,694.96
2001	M & O	.564720	787.79	.00	1,513.42	.00	2,301.21	278.75	.00	.00	2,579.96
	I & S	.097590	136.14	.00	261.53	.00	397.67	.00	.00	.00	397.67
	TOTAL	.662310	923.93	.00	1,774.95	.00	2,698.88	278.75	.00	.00	2,977.63
2000	M & O	.533960	733.02	.00	1,580.87	.00	2,313.89	214.11	.00	.00	2,528.00
	I & S	.108350	148.75	.00	320.78	.00	469.53	.00	.00	.00	469.53
	TOTAL	.642310	881.77	.00	1,901.65	.00	2,783.42	214.11	.00	.00	2,997.53
1999	M & O	.529360	318.66	.00	726.10	.00	1,044.76	81.52	.00	.00	1,126.28
	I & S	.112950	68.00	.00	154.93	.00	222.93	.00	.00	.00	222.93
	TOTAL	.642310	386.66	.00	881.03	.00	1,267.69	81.52	.00	.00	1,349.21
1998	M & O	.505610	345.21	.00	804.80	.00	1,150.01	102.90	.00	.00	1,252.91
	I & S	.124390	84.93	.00	197.99	.00	282.92	.00	.00	.00	282.92
	TOTAL	.630000	430.14	.00	1,002.79	.00	1,432.93	102.90	.00	.00	1,535.83
1997	M & O	.524810	302.06	.00	760.46	.00	1,062.52	90.87	.00	.00	1,153.39
	I & S	.075190	43.27	.00	108.95	.00	152.22	.00	.00	.00	152.22
	TOTAL	.600000	345.33	.00	869.41	.00	1,214.74	90.87	.00	.00	1,305.61
1996	M & O	.516090	361.34	.00	917.68	.00	1,279.02	114.94	.00	.00	1,393.96
	I & S	.083910	58.75	.00	149.21	.00	207.96	.00	.00	.00	207.96
	TOTAL	.600000	420.09	.00	1,066.89	.00	1,486.98	114.94	.00	.00	1,601.92
1995	M & O	.510030	284.85	.00	772.26	.00	1,057.11	85.84	.00	.00	1,142.95
	I & S	.089970	50.25	.00	136.21	.00	186.46	.00	.00	.00	186.46
	TOTAL	.600000	335.10	.00	908.47	.00	1,243.57	85.84	.00	.00	1,329.41
1994	M & O	.471740	259.38	.00	745.27	.00	1,004.65	86.59	.00	.00	1,091.24
	I & S	.098260	54.04	.00	155.24	.00	209.28	.00	.00	.00	209.28
	TOTAL	.570000	313.42	.00	900.51	.00	1,213.93	86.59	.00	.00	1,300.52

03/02/2018 11:47:14 2940881
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2017 THRU 02/28/2018
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 58
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	151.58	.00	455.92	.00	607.50	87.26	.00	.00	694.76
	I & S	.104560	34.05	.00	102.42	.00	136.47	.00	.00	.00	136.47
	TOTAL	.570000	185.63	.00	558.34	.00	743.97	87.26	.00	.00	831.23
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		14,588,026.99	.00	160,727.13	350,935.28-	14,397,818.84	59,059.75	.00	.00	14,807,813.87
ALL	I & S		2,101,316.18	.00	21,913.62	50,615.25-	2,072,614.55	.00	.00	.00	2,123,229.80
ALL	TOTAL		16,689,343.17	.00	182,640.75	401,550.53-	16,470,433.39	59,059.75	.00	.00	16,931,043.67
DLQ	M & O		281,406.33	.00	103,797.89	3,180.84-	382,023.38	58,875.07	.00	.00	444,079.29
DLQ	I & S		35,168.46	.00	13,691.63	392.89-	48,467.20	.00	.00	.00	48,860.09
DLQ	TOTAL		316,574.79	.00	117,489.52	3,573.73-	430,490.58	58,875.07	.00	.00	492,939.38
CURR	M & O		14,306,620.66	.00	56,929.24	347,754.44-	14,015,795.46	184.68	.00	.00	14,363,734.58
CURR	I & S		2,066,147.72	.00	8,221.99	50,222.36-	2,024,147.35	.00	.00	.00	2,074,369.71
CURR	TOTAL		16,372,768.38	.00	65,151.23	397,976.80-	16,039,942.81	184.68	.00	.00	16,438,104.29

[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	14,306,620.66	.00	56,929.24	347,754.44-	14,015,795.46	184.68	.00	.00	14,363,734.58
	I & S	.081900	2,066,147.72	.00	8,221.99	50,222.36-	2,024,147.35	.00	.00	.00	2,074,369.71
	TOTAL	.649000	16,372,768.38	.00	65,151.23	397,976.80-	16,039,942.81	184.68	.00	.00	16,438,104.29
2016	M & O	.582100	168,030.41	.00	36,447.45	2,895.85-	201,582.01	31,920.16	.00	.00	236,398.02
	I & S	.071900	20,754.79	.00	4,501.95	357.69-	24,899.05	.00	.00	.00	25,256.74
	TOTAL	.654000	188,785.20	.00	40,949.40	3,253.54-	226,481.06	31,920.16	.00	.00	261,654.76
2015	M & O	.582100	57,214.35	.00	17,685.45	284.99-	74,614.81	11,217.92	.00	.00	86,117.72
	I & S	.071900	7,067.17	.00	2,184.45	35.20-	9,216.42	.00	.00	.00	9,251.62
	TOTAL	.654000	64,281.52	.00	19,869.90	320.19-	83,831.23	11,217.92	.00	.00	95,369.34
2014	M & O	.608100	25,908.50	.00	10,193.71	.00	36,102.21	5,040.11	.00	.00	41,142.32
	I & S	.071900	3,063.38	.00	1,205.41	.00	4,268.79	.00	.00	.00	4,268.79
	TOTAL	.680000	28,971.88	.00	11,399.12	.00	40,371.00	5,040.11	.00	.00	45,411.11
2013	M & O	.605000	14,202.22	.00	5,312.36	.00	19,514.58	2,134.84	.00	.00	21,649.42
	I & S	.075000	1,760.65	.00	658.62	.00	2,419.27	.00	.00	.00	2,419.27
	TOTAL	.680000	15,962.87	.00	5,970.98	.00	21,933.85	2,134.84	.00	.00	24,068.69
2012	M & O	.602600	10,964.67	.00	4,548.08	.00	15,512.75	1,648.21	.00	.00	17,160.96
	I & S	.077400	1,408.33	.00	584.19	.00	1,992.52	.00	.00	.00	1,992.52
	TOTAL	.680000	12,373.00	.00	5,132.27	.00	17,505.27	1,648.21	.00	.00	19,153.48
2011	M & O	.602100	4,846.14	.00	3,632.69	.00	8,478.83	1,185.43	.00	.00	9,664.26
	I & S	.077900	626.99	.00	470.03	.00	1,097.02	.00	.00	.00	1,097.02
	TOTAL	.680000	5,473.13	.00	4,102.72	.00	9,575.85	1,185.43	.00	.00	10,761.28
2010	M & O	.601800	3,751.85	.00	3,199.42	.00	6,951.27	935.10	.00	.00	7,886.37
	I & S	.078200	487.52	.00	415.74	.00	903.26	.00	.00	.00	903.26
	TOTAL	.680000	4,239.37	.00	3,615.16	.00	7,854.53	935.10	.00	.00	8,789.63
2009	M & O	.601800	3,030.76	.00	2,840.89	.00	5,871.65	797.58	.00	.00	6,669.23
	I & S	.078200	393.84	.00	369.16	.00	763.00	.00	.00	.00	763.00
	TOTAL	.680000	3,424.60	.00	3,210.05	.00	6,634.65	797.58	.00	.00	7,432.23
2008	M & O	.602940	1,643.30	.00	1,885.58	.00	3,528.88	464.45	.00	.00	3,993.33
	I & S	.078910	215.06	.00	246.79	.00	461.85	.00	.00	.00	461.85
	TOTAL	.681850	1,858.36	.00	2,132.37	.00	3,990.73	464.45	.00	.00	4,455.18
2007	M & O	.596130	865.45	.00	1,125.62	.00	1,991.07	334.21	.00	.00	2,325.28
	I & S	.086990	126.29	.00	164.27	.00	290.56	.00	.00	.00	290.56
	TOTAL	.683120	991.74	.00	1,289.89	.00	2,281.63	334.21	.00	.00	2,615.84
2006	M & O	.593130	1,124.90	.00	1,564.97	.00	2,689.87	445.77	.00	.00	3,135.64
	I & S	.089990	170.67	.00	237.43	.00	408.10	.00	.00	.00	408.10
	TOTAL	.683120	1,295.57	.00	1,802.40	.00	3,097.97	445.77	.00	.00	3,543.74

03/02/2018 10:29:22 2940878
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2017 THRU 02/28/2018
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 57
 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	1,106.23	.00	1,701.01	.00	2,807.24	462.38	.00	.00	3,269.62
	I & S	.089990	167.82	.00	258.08	.00	425.90	.00	.00	.00	425.90
	TOTAL	.683120	1,274.05	.00	1,959.09	.00	3,233.14	462.38	.00	.00	3,695.52
2004	M & O	.601650	1,304.51	.00	2,089.45	.00	3,393.96	508.16	.00	.00	3,902.12
	I & S	.081470	176.65	.00	282.95	.00	459.60	.00	.00	.00	459.60
	TOTAL	.683120	1,481.16	.00	2,372.40	.00	3,853.56	508.16	.00	.00	4,361.72
2003	M & O	.596220	843.83	.00	1,432.01	.00	2,275.84	299.75	.00	.00	2,575.59
	I & S	.086900	122.99	.00	208.72	.00	331.71	.00	.00	.00	331.71
	TOTAL	.683120	966.82	.00	1,640.73	.00	2,607.55	299.75	.00	.00	2,907.30
2002	M & O	.590210	1,029.46	.00	1,841.82	.00	2,871.28	338.22	.00	.00	3,209.50
	I & S	.099790	174.05	.00	311.41	.00	485.46	.00	.00	.00	485.46
	TOTAL	.690000	1,203.51	.00	2,153.23	.00	3,356.74	338.22	.00	.00	3,694.96
2001	M & O	.564720	787.79	.00	1,513.42	.00	2,301.21	278.75	.00	.00	2,579.96
	I & S	.097590	136.14	.00	261.53	.00	397.67	.00	.00	.00	397.67
	TOTAL	.662310	923.93	.00	1,774.95	.00	2,698.88	278.75	.00	.00	2,977.63
2000	M & O	.533960	733.02	.00	1,580.87	.00	2,313.89	214.11	.00	.00	2,528.00
	I & S	.108350	148.75	.00	320.78	.00	469.53	.00	.00	.00	469.53
	TOTAL	.642310	881.77	.00	1,901.65	.00	2,783.42	214.11	.00	.00	2,997.53
1999	M & O	.529360	318.66	.00	726.10	.00	1,044.76	81.52	.00	.00	1,126.28
	I & S	.112950	68.00	.00	154.93	.00	222.93	.00	.00	.00	222.93
	TOTAL	.642310	386.66	.00	881.03	.00	1,267.69	81.52	.00	.00	1,349.21
1998	M & O	.505610	345.21	.00	804.80	.00	1,150.01	102.90	.00	.00	1,252.91
	I & S	.124390	84.93	.00	197.99	.00	282.92	.00	.00	.00	282.92
	TOTAL	.630000	430.14	.00	1,002.79	.00	1,432.93	102.90	.00	.00	1,535.83
1997	M & O	.524810	302.06	.00	760.46	.00	1,062.52	90.87	.00	.00	1,153.39
	I & S	.075190	43.27	.00	108.95	.00	152.22	.00	.00	.00	152.22
	TOTAL	.600000	345.33	.00	869.41	.00	1,214.74	90.87	.00	.00	1,305.61
1996	M & O	.516090	361.34	.00	917.68	.00	1,279.02	114.94	.00	.00	1,393.96
	I & S	.083910	58.75	.00	149.21	.00	207.96	.00	.00	.00	207.96
	TOTAL	.600000	420.09	.00	1,066.89	.00	1,486.98	114.94	.00	.00	1,601.92
1995	M & O	.510030	284.85	.00	772.26	.00	1,057.11	85.84	.00	.00	1,142.95
	I & S	.089970	50.25	.00	136.21	.00	186.46	.00	.00	.00	186.46
	TOTAL	.600000	335.10	.00	908.47	.00	1,243.57	85.84	.00	.00	1,329.41
1994	M & O	.471740	259.38	.00	745.27	.00	1,004.65	86.59	.00	.00	1,091.24
	I & S	.098260	54.04	.00	155.24	.00	209.28	.00	.00	.00	209.28
	TOTAL	.570000	313.42	.00	900.51	.00	1,213.93	86.59	.00	.00	1,300.52

03/02/2018 10:29:22 2940878
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2017 THRU 02/28/2018
JURISDICTION: 0033 CITY OF PHARR

PAGE: 58
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	151.58	.00	455.92	.00	607.50	87.26	.00	.00	694.76
	I & S	.104560	34.05	.00	102.42	.00	136.47	.00	.00	.00	136.47
	TOTAL	.570000	185.63	.00	558.34	.00	743.97	87.26	.00	.00	831.23
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		14,606,039.78	.00	160,727.13	350,935.28-	14,415,831.63	59,059.75	.00	.00	14,825,826.66
ALL	I & S		2,103,544.28	.00	21,913.62	50,615.25-	2,074,842.65	.00	.00	.00	2,125,457.90
ALL	TOTAL		16,709,584.06	.00	182,640.75	401,550.53-	16,490,674.28	59,059.75	.00	.00	16,951,284.56
DLQ	M & O		299,419.12	.00	103,797.89	3,180.84-	400,036.17	58,875.07	.00	.00	462,092.08
DLQ	I & S		37,396.56	.00	13,691.63	392.89-	50,695.30	.00	.00	.00	51,088.19
DLQ	TOTAL		336,815.68	.00	117,489.52	3,573.73-	450,731.47	58,875.07	.00	.00	513,180.27
CURR	M & O		14,306,620.66	.00	56,929.24	347,754.44-	14,015,795.46	184.68	.00	.00	14,363,734.58
CURR	I & S		2,066,147.72	.00	8,221.99	50,222.36-	2,024,147.35	.00	.00	.00	2,074,369.71
CURR	TOTAL		16,372,768.38	.00	65,151.23	397,976.80-	16,039,942.81	184.68	.00	.00	16,438,104.29

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 02/28/2018

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	2,935,413	2,899,105,883	00.649000	18,640,592.92	21,934

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	15,438.34	15,438.34	16,372,768.38	16,372,768.38	2,267,824.54	87.83	0.00
2016	704,946.53	4,206.53-	4,206.53-	185,127.55	185,127.55	515,612.45	26.42	389.44-
2015	400,586.01	806.57	806.57	60,690.11	60,690.11	340,702.47	15.12	397.33-
2014	233,502.22	478.59	478.59	24,998.82	24,998.82	208,981.99	10.68	361.93-
2013	160,958.84	504.47	504.47	11,577.70	11,577.70	149,885.61	7.17	204.04-
2012	126,197.63	45.02-	45.02-	7,739.40	7,739.40	118,413.21	6.13	196.04-
2011	109,321.59	261.76-	261.76-	5,473.13	5,473.13	103,586.70	5.02	195.17-
2010	103,973.62	199.74-	199.74-	4,239.37	4,239.37	99,534.51	4.09	199.74-
2009	97,474.72	141.78-	141.78-	3,424.60	3,424.60	93,908.34	3.52	141.78-
2008	76,590.69	.00	0.00	1,858.36	1,858.36	74,732.33	2.43	0.00
2007	65,963.46	.00	0.00	991.74	991.74	64,971.72	1.50	0.00
2006	62,876.16	.00	0.00	1,295.57	1,295.57	61,580.59	2.06	0.00
2005	56,535.90	.00	0.00	1,274.05	1,274.05	55,261.85	2.25	0.00
2004	54,901.24	5.74-	5.74-	1,481.16	1,481.16	53,414.34	2.70	0.00
2003	44,173.45	.00	0.00	966.82	966.82	43,206.63	2.19	0.00
2002	37,558.06	3.80-	3.80-	1,203.51	1,203.51	36,350.75	3.20	0.00
2001	28,128.38	6.62-	6.62-	923.93	923.93	27,197.83	3.29	0.00
2000	24,755.10	3.40-	3.40-	881.77	881.77	23,869.93	3.56	0.00
1999	19,416.10	.00	0.00	386.66	386.66	19,029.44	1.99	0.00
1998	14,953.39	.00	0.00	430.14	430.14	14,523.25	2.88	0.00
1997	14,389.00	.00	0.00	345.33	345.33	14,043.67	2.40	0.00
1996	60,023.37	.00	0.00	1,265.07	1,265.07	58,758.30	2.11	0.00
****	21,122,380.04	12,353.58	12,353.58	16,689,343.17	16,689,343.17	4,445,390.45		2,085.47-

03/02/2018 11:31:0
TC168

2940879

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 02/28/2018

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	3
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	3,657.65	3,657.65	10,103.42	26.58	0.00
2015	14,380.34	.00	0.00	3,591.41	3,591.41	10,788.93	24.97	0.00
2014	15,905.87	.00	0.00	3,973.06	3,973.06	11,932.81	24.98	0.00
2013	17,678.68	.00	0.00	4,385.17	4,385.17	13,293.51	24.80	0.00
2012	18,678.01	.00	0.00	4,633.60	4,633.60	14,044.41	24.81	0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	20,240.89	20,240.89	60,163.08		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 02/28/2018

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	2,935,413	2,899,105,883	00.649000	18,640,592.92	21,934

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	15,438.34	15,438.34	16,372,768.38	16,372,768.38	2,267,824.54	87.83	0.00
2016	718,707.60	4,206.53-	4,206.53-	188,785.20	188,785.20	525,715.87	26.42	389.44-
2015	414,966.35	806.57	806.57	64,281.52	64,281.52	351,491.40	15.46	397.33-
2014	249,408.09	478.59	478.59	28,971.88	28,971.88	220,914.80	11.59	361.93-
2013	178,637.52	504.47	504.47	15,962.87	15,962.87	163,179.12	8.91	204.04-
2012	144,875.64	45.02-	45.02-	12,373.00	12,373.00	132,457.62	8.54	196.04-
2011	109,321.59	261.76-	261.76-	5,473.13	5,473.13	103,586.70	5.02	195.17-
2010	103,973.62	199.74-	199.74-	4,239.37	4,239.37	99,534.51	4.09	199.74-
2009	97,474.72	141.78-	141.78-	3,424.60	3,424.60	93,908.34	3.52	141.78-
2008	76,590.69	.00	0.00	1,858.36	1,858.36	74,732.33	2.43	0.00
2007	65,963.46	.00	0.00	991.74	991.74	64,971.72	1.50	0.00
2006	62,876.16	.00	0.00	1,295.57	1,295.57	61,580.59	2.06	0.00
2005	56,535.90	.00	0.00	1,274.05	1,274.05	55,261.85	2.25	0.00
2004	54,901.24	5.74-	5.74-	1,481.16	1,481.16	53,414.34	2.70	0.00
2003	44,173.45	.00	0.00	966.82	966.82	43,206.63	2.19	0.00
2002	37,558.06	3.80-	3.80-	1,203.51	1,203.51	36,350.75	3.20	0.00
2001	28,128.38	6.62-	6.62-	923.93	923.93	27,197.83	3.29	0.00
2000	24,755.10	3.40-	3.40-	881.77	881.77	23,869.93	3.56	0.00
1999	19,416.10	.00	0.00	386.66	386.66	19,029.44	1.99	0.00
1998	14,953.39	.00	0.00	430.14	430.14	14,523.25	2.88	0.00
1997	14,389.00	.00	0.00	345.33	345.33	14,043.67	2.40	0.00
1996	60,023.37	.00	0.00	1,265.07	1,265.07	58,758.30	2.11	0.00
****	21,202,784.01	12,353.58	12,353.58	16,709,584.06	16,709,584.06	4,505,553.53		2,085.47-

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 02/01/2018 THRU 02/28/2018

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 0029 CITY OF HIDALGO			1,353.97	145.85	94.52	10.19	0.00	7.82	1,440.67
BY COUNTY 108			1,353.97	145.85	94.52	10.19	0.00	7.82	1,440.67
DELQ FOR 0029 CITY OF HIDALGO			189.95	34.26	65.84	14.07	0.00	2.46	253.33
BY COUNTY 108			189.95	34.26	65.84	14.07	0.00	2.46	253.33
TOTAL FOR 0029 CITY OF HIDALGO			1,543.92	180.11	160.36	24.26	0.00	10.28	1,694.00
BY COUNTY 108			1,543.92	180.11	160.36	24.26	0.00	10.28	1,694.00
CURR FOR 0032 CITY OF MISSION			8,586.48	948.17	492.77	56.54	0.00	50.27	9,028.98
BY COUNTY 108			8,586.48	948.17	492.77	56.54	0.00	50.27	9,028.98
DELQ FOR 0032 CITY OF MISSION			329.48	31.74	118.65	18.04	0.00	2.51	445.62
BY COUNTY 108			329.48	31.74	118.65	18.04	0.00	2.51	445.62
TOTAL FOR 0032 CITY OF MISSION			8,915.96	979.91	611.42	74.58	0.00	52.78	9,474.60
BY COUNTY 108			8,915.96	979.91	611.42	74.58	0.00	52.78	9,474.60
CURR FOR 0033 CITY OF PHARR			10,716.58	1,027.26	319.34	32.76	0.00	53.02	10,982.90
BY COUNTY 108			10,716.58	1,027.26	319.34	32.76	0.00	53.02	10,982.90
DELQ FOR 0033 CITY OF PHARR			741.39	110.18	266.06	41.48	0.00	7.56	999.89
BY COUNTY 108			741.39	110.18	266.06	41.48	0.00	7.56	999.89
TOTAL FOR 0033 CITY OF PHARR			11,457.97	1,137.44	585.40	74.24	0.00	60.58	11,982.79
BY COUNTY 108			11,457.97	1,137.44	585.40	74.24	0.00		11,982.79
CURR FOR 0034 CITY OF PENITAS			758.62	68.97	10.58	0.97	0.00	3.50	765.70
BY COUNTY 108			758.62	68.97	10.58	0.97	0.00	3.50	765.70
DELQ FOR 0034 CITY OF PENITAS			46.70	8.67	11.68	2.17	0.00	0.54	57.84
BY COUNTY 108			46.70	8.67	11.68	2.17	0.00	0.54	57.84
TOTAL FOR 0034 CITY OF PENITAS			805.32	77.64	22.26	3.14	0.00	4.04	823.54
BY COUNTY 108			805.32	77.64	22.26	3.14	0.00	4.04	823.54
CURR FOR 0035 CITY OF LA JOYA			194.19	18.89	13.58	1.32	0.00	1.01	206.76
BY COUNTY 108			194.19	18.89	13.58	1.32	0.00	1.01	206.76
DELQ FOR 0035 CITY OF LA JOYA			160.99	31.54	40.24	7.88	0.00	1.97	199.26
BY COUNTY 108			160.99	31.54	40.24	7.88	0.00	1.97	199.26
TOTAL FOR 0035 CITY OF LA JOYA			355.18	50.43	53.82	9.20	0.00	2.98	406.02
BY COUNTY 108			355.18	50.43	53.82	9.20	0.00	2.98	406.02
CURR FOR 0036 CITY OF PROGRESO			571.36	55.58	40.00	3.89	0.00	2.97	608.39
BY COUNTY 108			571.36	55.58	40.00	3.89	0.00	2.97	608.39
DELQ FOR 0036 CITY OF PROGRESO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0036 CITY OF PROGRESO			571.36	55.58	40.00	3.89	0.00	2.97	608.39
BY COUNTY 108			571.36	55.58	40.00	3.89	0.00	2.97	608.39
CURR FOR 0037 CITY OF SAN JUAN			1,209.68	438.75	68.32	27.79	0.00	23.33	1,254.67
BY COUNTY 108			1,209.68	438.75	68.32	27.79	0.00	23.33	1,254.67
DELQ FOR 0037 CITY OF SAN JUAN			215.57	36.59	53.89	9.15	0.00	2.29	267.17
BY COUNTY 108			215.57	36.59	53.89	9.15	0.00	2.29	267.17
TOTAL FOR 0037 CITY OF SAN JUAN			1,425.25	475.34	122.21	36.94	0.00	25.62	1,521.84
BY COUNTY 108			1,425.25	475.34	122.21	36.94	0.00	25.62	1,521.84



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: March 9, 2018

MEETING DATE: March 19, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 03/09/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for March 5, 2018 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for meeting held on March 5, 2018.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 03/14/2018
New -

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MARCH 5, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, March 5, 2018 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
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Juan G. Guerra, City Manager
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
Anali Alanis, HR Director
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
Luis Bazan, Bridge Director
Sandra Zamora, Purchasing Director
Daniel Ramirez, Communications Dir.

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 4:00 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Luis Bazan, Bridge Director, said the invocation.

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Kenneth Fletcher spoke on Ordinance O-2014-21. He stated the ordinance was against the law to have any political signs on any right-of-way and stated Code Compliance staff were told not to enforce the ordinance. Lastly, Mr. Fletcher stated he signed-up for public hearing and stated he had every right to comment since he was part of the public and lives within the jurisdiction.

Crisanto Garcia, residing at 3700 Silver Lane, voiced his concern with dust issues in his area. He stated he had been told trailers would be moving out in December but they were still at the location. He stated he had been provided with false information and only wanted to know what was going on. He added he was not against the City but he was against management. Mr. Garcia also voiced his concern with traffic going through his neighborhood. He stated traffic being was being forced to turn right when exiting the school and asked the Commission to consider placing a traffic light on Eldora Road or re-route traffic.

Allen Williams, residing at 750 W. Sam Houston, stated he was very excited about the Nature Park coming into the city of Pharr. He stated he had a conversation with Mayor Hernandez about a year ago and Mayor had referenced the Nature Park as the Amphitheatre Park. Mr. Williams stated he understood the Mayor was very excited about an Amphitheatre coming in and he was sure citizens in the community were as well. However, he wanted to bring an emphasis on economic and educational value that nature has and briefly spoke about a 2004 article by Richard Moore, Birds and Bucks, and taking advantage of the birds that come to the valley. He stated native plants bring birds to the valley and went over the many benefits of mesquite trees.

Diana Smith stated the National Day of Prayer would take place on Thursday, May 3, 2018 at 12:00 noon at Pharr City Hall parking lot and extended an invitation to everyone to participate. Mrs. Smith also introduced Pastor Armando Vera with Poder De Dios Church to share a few words and a quick prayer.

At this time, Mayor Hernandez clarified issues with noise and light at Costco and now TopGolf. He stated the projects were not complete but the issues would be addressed. He further spoke on city parks and stated the City had partnerships with PSJA ISD, Valley View ISD, Hidalgo ISD, Vanguard Academy and IDEA Schools. He

MINUTES: REGULAR CALLED MEETING
MARCH 5, 2018

stated he welcomed all comments and stated the Parks Advisory Committee was doing a great job. Mayor Hernandez mentioned he would always care for the citizens' wellbeing but the Commission was the ultimate authority to make decisions on infrastructure and partnerships with our school districts. Lastly, he stated the City of Pharr was very thankful with the National Day of Prayer and they were very excited to participate once again.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None

ITEM 3. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Juan G. Guerra, City Manager, stated City Engineer was in the audience and questions could be entertained at this time. There were no questions.

B) PRESENTATION BY LINEBARGER GOGGAN BLAIR AND SAMPSON, LLP OF DELINQUENT TAX COLLECTION REPORT FOR THE PERIOD OF OCTOBER 2017 THROUGH JANUARY 2018

Juan G. Guerra, City Manager, introduced item.

Michael Cano, Tax Attorney for Linebarger Goggan Blair and Sampson LLP, presented the first quarter delinquent tax report for the months of October 2017 thru January 2018. Mr. Cano reported they had four hundred thirty-two (432) pending litigations as of February 2018 in the amount of \$653,976 and went over the year-to-date comparison information and historical graph information included in the agenda packet. Overall, Michael Cano reported the City of Pharr had a healthy tax collection rate.

C) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, reported PEDC II would be hosting a One Year Anniversary Ribbon Cutting event for 5 Star Nutrition on Thursday, March 15, 2018 at 4:30 p.m. at 500 N. Jackson Road, Ste. N6. He also reported a Groundbreaking event for the Pharr Bridge Business Park would take place on Tuesday, March 13, 2018 at 11:00 a.m. at 801 W. Hi-Line Road.

Juan G. Guerra, City Manager, also reported the City of Pharr would be hosting the 12th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 17, 2018 at the PSJA Stadium. He stated there would be a kids one mile run at 8:00 a.m. and the 5K

MINUTES: REGULAR CALLED MEETING
MARCH 5, 2018

Run/Walk at 9:00 a.m. Mr. Guerra further reported there would be a best costume award, a \$300 award for the top female runner and a \$300 award for the top male runner.

Juan G. Guerra, City Manager, announced the Primary Election Day was scheduled for Tuesday, March 6, 2018 at the following locations in Pharr: Buckner Elementary, 1001 N. Fir Street; Development and Research Center, 850 W. Dicker Road; Liberty Middle School, 1212 S. Fir Street; Napper Elementary School, 903 N. Flag Street; Pharr Events Center, 3000 N. Cage Boulevard; PSJA North High School, 500 E. Nolana Road; and Valley View 5th Grade Campus, 9701 S. Jackson Road.

Juan G. Guerra, City Manager, reported the Parks and Recreation Basketball Ceremonies would take place on March 8, 2018 from 6:00 p.m. to 8:00 p.m.

At this time, Juan G. Guerra, City Manager, called upon Sergio Alanis, Parks and Recreation Director, to clarify an issue with the Parks and Recreation Advisory Board.

Sergio Alanis, Parks and Recreation Director, stated Chairperson Johnny Ramos was unable to attend the meeting but was seeking clarification on whether or not there were any future plans on changing the Parks and Recreation Advisory Board from an advisory board capacity.

Mayor Hernandez stated there was no plans on changing advisory boards at this time, as there was only one City Commission. He welcomed the public to participate in any advisory board and stated rotating of board members was good because it would bring fresh ideas. Lastly, he stated all advisory boards were by definition an advisory board, unless the City Commission wanted to change that but he did not want to make that change.

Mayor Hernandez also clarified the Jose “Pepe” Salinas Civic Center voting location was changed to the Pharr Events Center due to it being under renovations and unavailable at the moment.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR FEBRUARY 19, 2018 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. JUDE CATHOLIC CHURCH FOR STREET CLOSURES FOR THEIR ANNUAL CHURCH FESTIVAL (JAMAICA) ON SUNDAY, MARCH 18, 2018 (ADMINISTRATION)**

MINUTES: REGULAR CALLED MEETING
MARCH 5, 2018

- C) **CONSIDERATION AND ACTION, IF ANY, ALLOWING THE PHARR POLICE DEPARTMENT TO ENTER INTO AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE 2018 STEP CLICK IT OR TICKET MOBILIZATION (CIOT) (POLICE)**
- D) **CONSIDERATION AND ACTION, IF ANY, ON 31ST ANNUAL MAQUILADORA SPRING PICNIC SPONSORSHIP FOR \$2,000 (BRIDGE)**
- E) **CONSIDERATION AND ACTION, IF ANY, ON DONATION FOR A \$500 SCHOLARSHIP TO PSJA SOUTHWEST EARLY COLLEGE HIGH SCHOOL (POLICE)**
- F) **CONSIDERATION AND ACTION, IF ANY, ON BORDER TRADE ALLIANCE (BTA) 2018 MEMBERSHIP SILVER PATRON LEVEL FOR \$10,000 (BRIDGE)**
- G) **CONSIDERATION AND ACTION, IF ANY, ON 4TH ANNUAL PSJA ECHS BEAR SCHOLARSHIP CLASSIC GOLF TOURNAMENT FOR \$1,000 (BRIDGE)**
- H) **CONSIDERATION AND ACTION, IF ANY, ON PROPOSAL FOR \$3,500 SUBMITTED BY SALINAS PROMOTIONS LLC TO BRING LUCHA LIBRE WRESTLING TO PHARR HUB PHESTIVAL ON SATURDAY APRIL 7, 2018 (EVENTS CENTER)**
- I) **CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH DOCK DOGS ENTERTAINMENT FOR PHARR HUB PHESTIVAL SATURDAY APRIL 7, 2018 IN THE AMOUNT OF \$6,000 FOR A SIX-HOUR PRESENTATION (EVENTS CENTER)**
- J) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA EDUCATION FOUNDATION FOR WAIVING OF RENTAL FEES OF THE PHARR EVENTS CENTER IN THE AMOUNT OF \$8,000 FOR THEIR 5TH ANNUAL GALA ON THURSDAY, SEPTEMBER 20, 2018 (EVENTS CENTER)**
- K) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD FOR WAIVING OF RENTAL FEES OF PHARR EVENTS CENTER IN THE AMOUNT OF \$5,000 PER EVENT ON MONDAY, APRIL 23, 2018 AND WEDNESDAY, APRIL 25, 2018 FOR SCHOOL BANQUETS FROM 12:00 P.M. - 9:00 P.M., TUESDAY APRIL, 24, 2018 FOR PARENT VOLUNTEER CEREMONY FROM 8:00 A.M. - 12:00 P.M., AND TUESDAY, JUNE 5, 2018 FOR GRADUATION CEREMONIES (EVENTS CENTER)**

MINUTES: REGULAR CALLED MEETING
MARCH 5, 2018

- L) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HIDALGO COUNTY HEAD START FOR USAGE OF THE DEVELOPMENT RESEARCH CENTER BUILDING FOR THE WEEK OF THE YOUNG CHILD FESTIVITIES APRIL 15-19, 2018 (PARKS)**
- M) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RESCIND AMENDMENT NO. 1 TO THE CONTRACT WITH S&GE, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF PHARR ELDORA ELEVATED STORAGE PROJECT AND REISSUE A REVISED AMENDMENT NO. 1 (ENGINEERING)**
- N) CONSIDERATION AND ACTION, IF ANY, ON SPECTRUM WEATHER AND SPECIALTY INSURANCE INC. WEATHER INSURANCE FOR PHARR HUB PHESTIVAL 2018 FOR \$5,934 (HR)**
- O) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**

 - 1. ISMAEL GARZA REQUESTED 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 31, CRYSTAL ESTATES SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3306 NORTH ROBIN AVENUE. CUP#180102**
 - 2. PEREZ CONSULTING ENGINEERS, REPRESENTING PHARR BRIDGE INVESTMENT COMPANY, L.P., OWNERS, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 7.21 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 377, KELLY-PHARR TRACT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 1500 BLOCK OF WEST HI-LINE ROAD. COZ#180107**
 - 3. OSCAR ENRIQUEZ, REPRESENTING THE KENNETH A. FAIRES, JR. AND CAROLYN A. FAIRES LIVING TRUST, OWNERS, REQUESTED A CHANGE OF ZONE FROM LIMITED INDUSTRIAL DISTRICT (L-I) TO HIGH-DENSITY MULTI-FAMILY DISTRICT (R-4). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 4, SUGAR POINTE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 704 WEST SIOUX ROAD. COZ#180104**
 - 4. TAQUERIA BORREGO PINTO REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 212, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6615 SOUTH JACKSON ROAD. CUP#180208**

MINUTES: REGULAR CALLED MEETING
MARCH 5, 2018

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

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

Ordinance Nos. O-2018-07 and O-2018-08 are filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE COMMUNITY DEVELOPMENT COUNCIL BOARD (GMCD)

Juan G. Guerra, City Manager, introduced the item and stated the members wished to be reappointed and recommended approval.

Comm. Medina **moved** to reappoint Araceli Saucedo, Lucio Gaytan, Norma Trevino and Joe Hinojosa to the Community Development Council Board. Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-20 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING OF FOUR (4) MEMBERS TO THE PHARR ANIMAL SHELTER ADVISORY COMMITTEE (PUBLIC WORKS)

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

Comm. Medina **moved** to reappoint Dr. Kelly Macmanus, Tim Ousley, and Frank Villarreal and appoint Ricardo Pedraza to the Animal Shelter Advisory Committee. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-21 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

A) SUBMISSION OF THE AUDITED FINANCIAL STATEMENTS FOR FY 2016-2017 (FINANCE)

MINUTES: REGULAR CALLED MEETING
MARCH 5, 2018

Juan G. Guerra, City Manager, introduced the item and stated the audit was clean with no major issues to report.

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 2 FOR THE LIFT STATION 25 AND 16" FORCE MAIN IMPROVEMENTS (BID NO. 1516-02-582-0028) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated it would be discussed in closed session.

C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 2 AND FINAL RECONCILIATION OF QUANTITIES FOR THE SINGLE MACHINE REPAVING PROJECT YEAR 2 (BID NUMBER 1617-01-528-0017) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and briefly stated this was for a deduct amount of \$89,937. He further recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY ON AUTHORIZING CITY MANAGER TO SOLICIT STATEMENTS OF QUALIFICATIONS FOR A SKATE PARK DESIGN/BUILD AT VICTOR GARCIA MUNICIPAL PARK (PARKS)

Juan G. Guerra, City Manager, introduced the item. He briefly stated this was part of the Parks Master Plan and recommended approval.

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

E) CONSULTATION ON ORDINANCE NO. O-82-13, ARTICLE IV, MINIMUM OFF-STREET PARKING AND LOADING REQUIREMENTS (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and stated it would be discussed in closed session.

ITEM 7. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AWARDED MULTIPLE PURCHASE CONTRACTS TO VARIOUS VENDORS FOR THE PURCHASE

**OF THIRTY-ONE (31) 2018 VEHICLES. PROJECT #1718-60-583-P002-70
(PURCHASING)**

Juan G. Guerra, City Manager, introduced the item and stated the four vendors were Caldwell Country Chevrolet for contract amount of \$333,300, Great Vine DCJ for contract amount of \$147,476, Randall Reeds Prestige Ford for contract amount of \$120,800 and Silsbee Fleet Group for contract amount of \$191,627. He stated the total purchase amount was \$775,203 and recommended approval.

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

B) CONSIDERATION AND ACTION IF ANY, ON THE PURCHASE OF PERMEABLE PAVERS AND REQUEST TO ADVERTISE FOR SEALED BIDS FOR THE ASSOCIATED GRAVEL MATERIALS FOR THE CONSTRUCTION OF A PROPOSED JOINT USE PARKING LOT WITH ST. JUDE THADDEUS CHURCH (ENGINEERING)

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

Mayor Hernandez briefly stated the City of Pharr would be joining ventures with St. Jude Church to build an environmental friendly parking lot with trees and a safe environment. He stated he was positive the public would be pleased with the outcome of parking lot.

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

C) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF A HYPER-CONVERGED SERVER SOLUTION FROM SHI GOVERNMENT SOLUTIONS FOR THE POLICE DEPARTMENT TYLER NEW WORLD PROJECT (INNOVATION & TECHNOLOGY)

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

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

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

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

The time being 4:34 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 9. RECONVENE

The time being 4:50 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. ADMINISTRATIVE

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 2 FOR THE LIFT STATION 25 AND 16" FORCE MAIN IMPROVEMENTS (BID NO. 1516-02-582-0028) (ENGINEERING)

Juan G. Guerra, City Manager, re-introduced the item and recommended approval as discussed in closed session.

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

E) CONSULTATION ON ORDINANCE NO. O-82-13, ARTICLE IV, MINIMUM OFF-STREET PARKING AND LOADING REQUIREMENTS (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, re-introduced item and stated no action was necessary.

ITEM 10. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo moved to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:52 p.m.

MINUTES: REGULAR CALLED MEETING
MARCH 5, 2018

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 5th DAY OF MARCH 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: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on request from St. Margaret Church for police assistance for Re-enactment of the Stations of the Cross Procession on Friday, March 30, 2018 from 12:00 p.m. to 2:30 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: St. Margaret Church is requesting police assistance during their upcoming street procession on Friday, March 30, 2018 from 12:00 pm to 2:30 pm. See attached route to be traveled.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 03/14/2018
Final Approval - 03/14/2018



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: Friday, March 30, 2018

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

NAME OF CONTACT PERSON: Juan Carlos Vaca - Martin Vaca

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

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

PHONE NO.: 7878563

CELLULAR PHONE: 7892576 / 4380644

FAX NO.: 7024509

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

PURPOSE AND DESCRIPTION OF EVENT:

Re-enactment of the stations of the cross

START TIME: 12:00 pm END TIME: 2:30 p.m.
ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: 122 W. Suarez

Ending Location: 122 W. Hawk

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

Is the event insured? ☒ Yes ☐ No

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

Applicant Signature: Rafael Relief Society of America

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____

APPROVED _____

DENIED _____

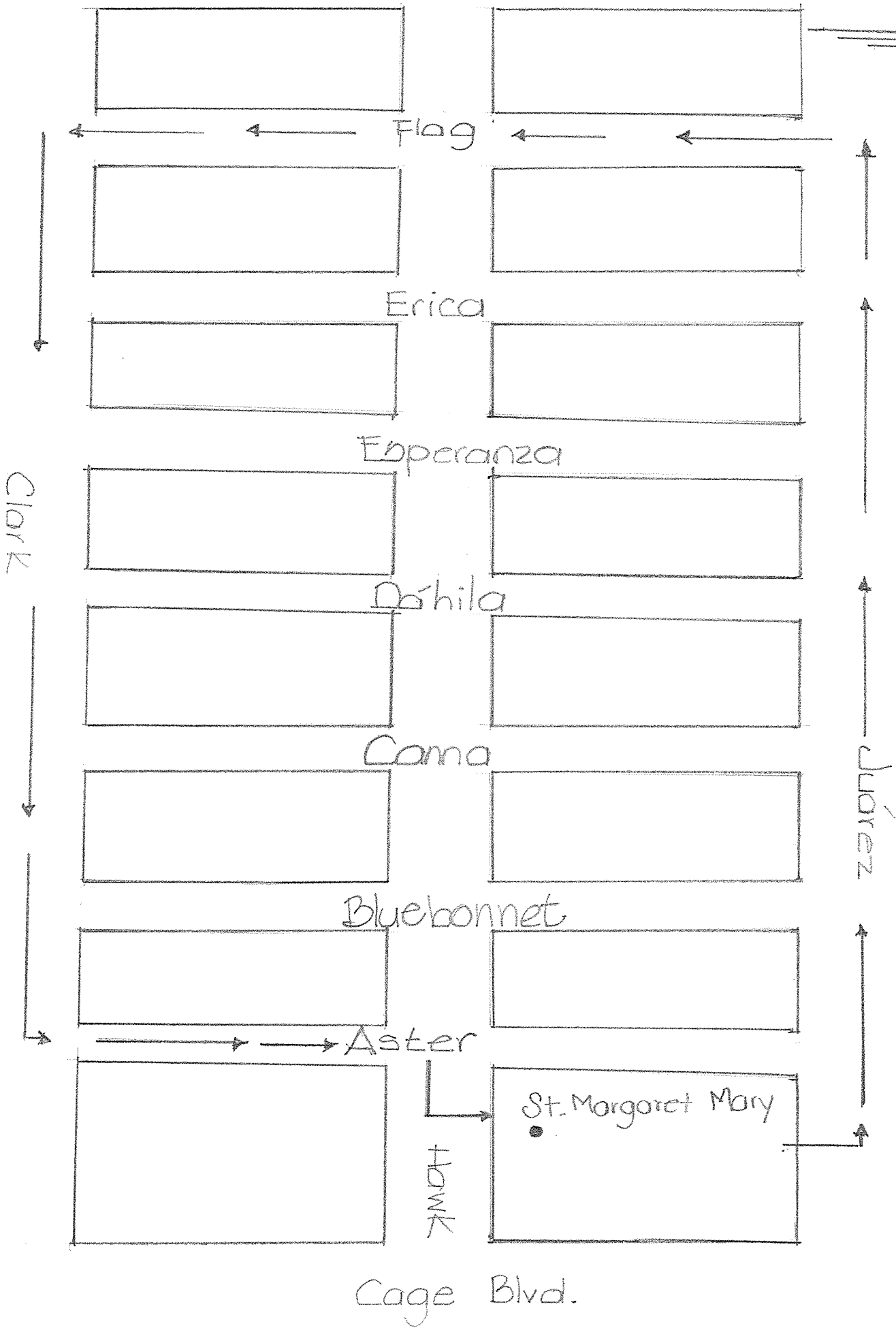
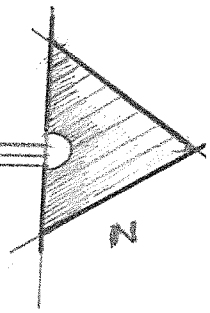
City Manager's signature

Date

REC'D _____
CC _____

MAR 06 2018

**CITY OF PHARR
ADMINISTRATION
PHARR, TEXAS**



Certificate of Coverage

Date: 2/22/2018

Certificate Holder Diocese of Brownsville 1910 University Blvd. PO Box 2279 Brownsville TX 78522-2279	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
Covered Location St. Margaret Mary Church 224 N. Aster Street Pharr, TX 78577	Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

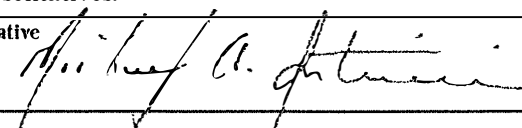
Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	9007	7/1/2017	7/1/2018	Each Occurrence	1,000,000
☒ Occurrence				General Aggregate	
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for claims arising out of St. Margaret Mary Church's reenactment of the Stations of the Cross March 30, 2018. The National Catholic Risk Retention Group also participates in this coverage through policy

Holder of Certificate City of Pharr 118 S. Cage Blvd. Pharr, TX 78577	Cancellation Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. Authorized Representative 
---	---

0261001774



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: March 13, 2018

MEETING DATE: March 19, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action if any, acknowledging and authorizing agreement between Hidalgo County Appraisal District and City of Pharr modifying the provisions of Section 6.06 (e) of the Property Tax Code.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: All Taxing entities in Hidalgo County pay an allocated annual assessment to the Hidalgo County Appraisal District on a Quarterly Basis as follows:

1st Quarter-Invoices mailed January 2nd-Due February 2nd
2nd Quarter -Invoices mailed March 10th -Due April 10th
3rd Quarter-Invoices mailed June 10th-Due July 10th
4th Quarter-Invoices mailed September 10th-Due on October 10

This scheduled was modified under Provisions of Section 6.06 (e) of the Texas Property Code back in 1982 and as a formality; it needs a revision and official acknowledgement due the passage of time.

Financial Consideration: N/A

Staff Recommendation: To approve.

Alternatives:

ROUTING:

Karla Moya
Karla Moya

Created/Initiated - 03/13/2018
Approved - 03/13/2018

Patricia Rigney
City Management Office

Approved - 03/13/2018
Final Approval - 03/14/2018

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Pete Garcia	Member
Pablo "Paul" Villarreal, Jr.	Member

March 1, 2018

Taxing Entities and Presiding Officers
Hidalgo County

Finance

Re: Agreement for the Allocation Quarterly Payments

The purpose of this letter is to set forth our understanding with respect to the agreement made in 1982 for your allocation of quarterly payments.

Texas Property Tax Code Section 6.06(e) states in part:

"Unless the governing body of a unit and the chief appraiser agree to a different method of payment, each taxing unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, and the first payment shall be made before January 1 of the year in which the budget takes effect. "

In 1982, the taxing units and the former chief appraiser agreed to modify the provisions of Section 6.06(e) and agreed to establish four equal payments as follows:

1 st Quarter – Invoices mailed January 2 nd	Due on February 2 nd
2 nd Quarter – Invoices mailed March 10 th	Due on April 10 th
3 rd Quarter – Invoices mailed June 10 th	Due on July 10 th
4 th Quarter – Invoices mailed September 10 th	Due on October 10 th

While this schedule has worked well for both the District and the taxing units, due to the passage of time it is necessary for the District to re-verify and document each taxing unit's agreement to continue with the modified schedule as set forth above. As Chief Appraiser, I agree to such modification and I am requesting each taxing unit to indicate its agreement by signing below and returning this letter to me as soon as possible. As per the requirements of Section 6.06(e), "the governing body of a taxing unit" is required to formally approve this request.

Please note that whether the quarterly payment dates are modified or not, the statutory requirements relating to penalty and interest for late payments as set forth in Section 6.06(e) shall remain in effect as written.

If you have any questions, please feel free to call me at (956) 381-8466 ext. 124.

Sincerely,



Rolando Garza, RPA
Chief Appraiser

Agreement and acknowledgment between Hidalgo County Appraisal District (HCAD) and _____ (taxing entity).

In accordance with a duly approved motion/resolution of the governing body of _____ at a meeting held on _____ in accordance with the provisions of the Texas Open Meetings Act and with a quorum present, _____ agrees to modify the provisions of Section 6.06(e) of the Property Tax Code and continue payment of its allocated annual entity assessment due to the Hidalgo County Appraisal District on a quarterly basis as follows:

1 st Quarter – Invoices mailed January 2 nd	Due on February 2 nd
2 nd Quarter – Invoices mailed March 10 th	Due on April 10 th
3 rd Quarter – Invoices mailed June 10 th	Due on July 10 th
4 th Quarter – Invoices mailed September 10 th	Due on October 10 th

Dated this _____ day of _____, 2018

Taxing Entity: _____

By: _____

Printed Name: _____

Title: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on contract between City of Pharr and Zambelli Manufacturing Co. for fireworks for the Independence Day Celebration on Saturday, June 30, 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr wishes to contract with Zambelli Internationale for fireworks for the City of Pharr Independence Day Celebration scheduled for Saturday June 30, 2018 in the amount of \$15,000.

Financial Consideration: The amount invested by the City of Pharr, if approved, would be \$15,000.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 03/14/2018

Approved - 03/14/2018

Approved - 03/14/2018

Final Approval - 03/14/2018

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 16th day of April 2018 by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of Pharr of Pharr, TX (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: June 30, 2018

**Postponement Date: July 1, 2018 (July 2nd, 3rd, 4th or 5th
are not available as a postponement date)**

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. To the extent allowed by law, the City does hereby agree to defend, hold harmless, and indemnify Zambelli from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$15,000.00** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Client must secure and deliver to Zambelli no later than June 15, 2018 or 15 days prior to the Display Date all permits necessary for the Display, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Zambelli will assist Client when appropriate in completing permit applications.

[Alternate to (b) above when it is expressly required by regulations that Zambelli obtain the permits. "Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications."]
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date. Client shall nonetheless be entitled to select an alternate date as set forth in paragraph 4. Any amounts paid to Zambelli shall be credited to any alternate date.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees. Zambelli shall provide to Client proof of any third party expenses claimed.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of Texas and shall be construed in accordance with the laws of the State of Texas. The parties agree and consent to the jurisdiction of the courts of the State of Texas specifically Hidalgo County, Texas.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
18. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
19. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other

governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

20. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
21. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to City of Pharr, 118 south Cage, Pharr, TX 78577
22. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
23. Intentionally left blank.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

BY _____
date

FOR: Zambelli Fireworks Manufacturing Co.

BY [Signature] 4-16-18
date

BY _____
Printed name

BY Robert Turner
Printed name

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

120 Marshal Drive

Warrendale, PA 15068

724-658-6611

800-245-0397

FAX 724-658-8318



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Interlocal Agreement with Hidalgo County and the City of Pharr for library services for county calendar year 2018.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Interlocal agreement to provide library services to county resident.
This is a renewal.

Financial Consideration: The HCLS Intelocal agreement allows the library to receive county funds that are used to pay for the automation system. Funds are also used to purchase books to add to the collection.

County Approve Budget for 13 county libraries	\$237,138
---	-----------

Amount Disbursement to Pharr Memorial Library	\$4,983
---	---------

Staff Recommendation: recommend approval

Alternatives: There are no alternatives for this interlocal agreement.

ROUTING:

Adolfo Garcia
Adolfo Garcia
Patricia Rigney
Karla Moya

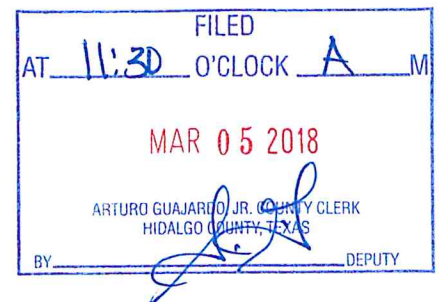
Created/Initiated - 03/14/2018
Approved - 03/14/2018
Approved - 03/14/2018
Approved - 03/14/2018

City Management Office

Final Approval - 03/16/2018

THE STATE OF TEXAS §

COUNTY OF HIDALGO §



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

This Agreement is made effective as of this 27th day of February, 2018, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF PHARR, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2018; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Ramon Garcia, Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Pharr, Texas
Attn: City Manager
118 S Cage Blvd
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 27th day of February, 2018.

HIDALGO COUNTY, TEXAS

Ramon Garcia
Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 2/27/18 ms



CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: Josephine R. Solis
Josephine R. Solis

CITY:

By: _____

_____, City Attorney

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF PHARR,
TEXAS – HIDALGO COUNTY LIBRARY SYSTEM



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: March 9, 2018

MEETING DATE: March 19, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the PSJA Tri-City Pedestrian Safety Improvements Project CSJ#0921-02-391.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Economically Disadvantage County (EDC) Program allows for a reduction of the local participation amount for the construction cost from 20% to 12% for a total reduction of 88%. This will reduce the Local Participation amount from approximately \$394,335 to \$47,320

Financial Consideration: Cost Reduction in the Local Participation amount from \$394,335 to \$47,320

Staff Recommendation: Staff recommends approval of the Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project from Cage Blvd. to Veterans Road CSJ#0921-02-375.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 03/09/2018

Omar Anzaldua

Approved - 03/13/2018

Karla Moya

Approved - 03/13/2018

Patricia Rigney

Approved - 03/13/2018

City Management Office

Final Approval - 03/14/2018



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

March 2, 2018

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

RE: Economically Disadvantaged Counties (EDC) Program Application
PSJA Tri-City Pedestrian Safety Improvement
CSJ#0921-02-391

Dear Mayor Hernandez,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit only and return it to the attention of Mr. Homero Bazan, Jr., Director of Transportation Planning and Development, at the above address for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

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
Abel Marroquin III, EIT, Project Manager



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo CountyAPPLICANT City of PharrDistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) ☒ YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO# 2 Population (2010 Census)? 70,400PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-391
ESTIMATED LETTING DATE	October-18

On-System? (Circle as appropriate) YES or ☒ NOLOCATION AND LIMITS - Give highway number with limits to and from.PSJA Tri-City Pedestrian Safety Improvement

(At various locations within the Cities of Pharr, San Juan and Alamo)

PROJECT SCOPE- Give type of work.Construction of sidewalksADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The City of Pharr is within Hidalgo County which is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the City's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- **88**

1.	2.	3.	4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)	Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$1,971,675.00	20%	\$394,335.00	\$47,320.20
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$1,971,675.00		\$394,335	\$47,320

Approved by: _____ Date: _____



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
_____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from the Pharr Oratory of St. Philip Neri School System for sponsorship of \$1,250 for their 21st Annual Noche de Alegria Gala on Saturday April 21, 2018.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Pharr Oratory is requesting the City of Pharr support their annual Gala with a sponsorship of \$1,250. In exchange, the City of Pharr would receive 10 tickets to the Gala on Saturday April 21, 2018.

Financial Consideration: The amount to be donated, if approved, is \$1,250.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 03/14/2018
Approved - 03/14/2018
Final Approval - 03/14/2018



A portion of this year's proceeds
will go toward...

ATHLETICS PROGRAM ENHANCEMENT

Volleyball and Basketball Courts



THE PHARR ORATORY OF ST. PHILIP NERI SCHOOL SYSTEM
1407 W. MOORE RD.
PHARR, TX 78577
(956) 781-3056
www.oratoryschools.org

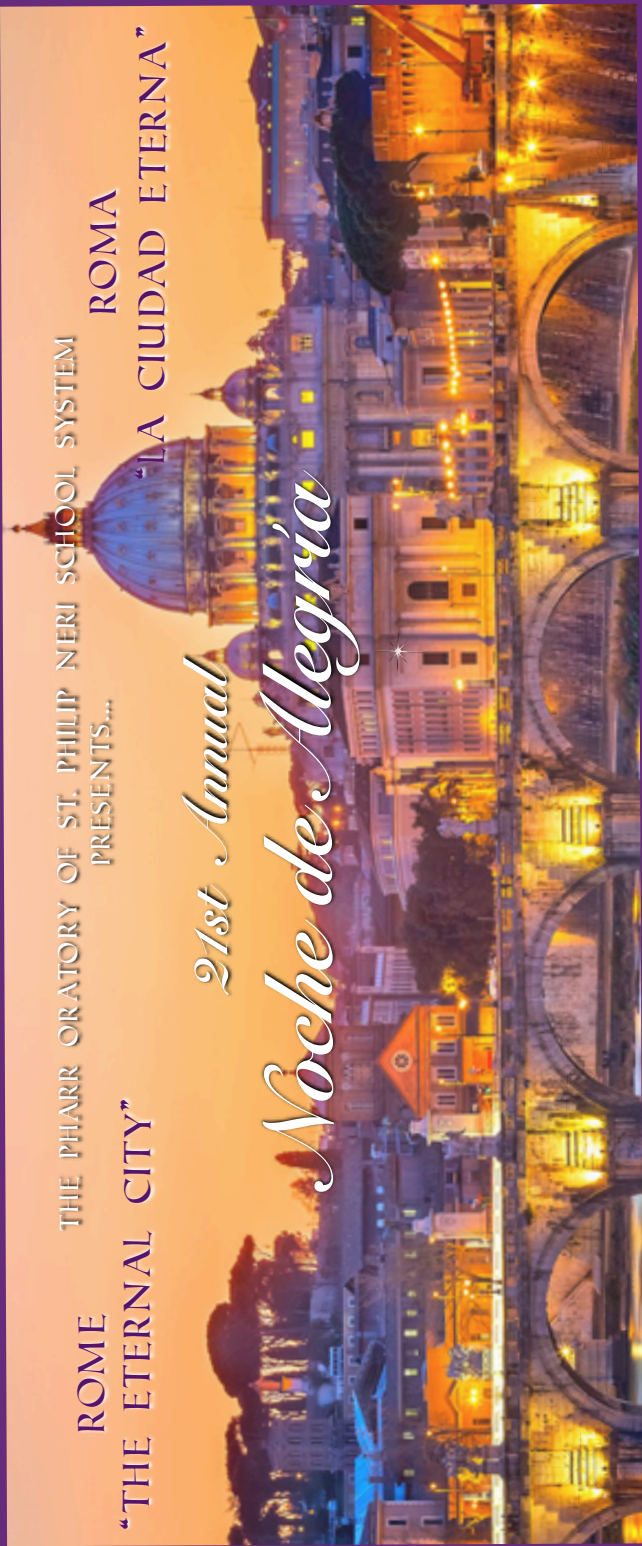
ROME
"THE ETERNAL CITY"

THE PHARR ORATORY OF ST. PHILIP NERI SCHOOL SYSTEM
PRESENTS...

ROMA
"LA CIUDAD ETERNA"

21st Annual

Noche de Alegría



Dear Friends in Christ,

What is “Noche de Alegría” and why should you attend? “Noche de Alegría” is the Oratory Schools’ annual fundraising gala, a night filled with food, dancing and auctions. In turn, the proceeds from this evening enable us to provide the finest private education in the Upper Rio Grande Valley.

We held our first gala in 1998. Throughout the years, there has been an outpouring of generosity from our sponsors, patrons, parents and students. Once again, I call upon your giving heart. Keep our schools the best that private education can offer by helping us continue to develop the Oratory Schools’ vision. You can assist by doing any or all of the following:

1. Sponsor the gala and/or get a sponsorship from a friend or family.
2. Donate or create a memorable & original auction item: trip, art, jewelry, etc.
3. Participate in the creation of your child’s class projects, PK3 -2nd.
4. Encourage your family and friends to attend the gala and offer their support.

“Noche de Alegría” is your opportunity to contribute to the history and the excellence of a Catholic, Classical, Dual Language education. It is your opportunity to “change the world for the glory of God”.

Yours in Christ and St. Philip Neri,

G. Yvonne Pérez

President & Co-Founder

VALENCIA EVENT CENTER
MCALLEN, TX
SATURDAY, APRIL 21, 2018
7:00 P.M.

METHOD OF GIVING

You may give your donation to a committee member in person or mail your check or credit card information. A committee member will deliver your complimentary tickets for reserved tables based on donation.

(Reserved tables begin at \$1,250, 10 per table)

LEVELS OF GIVING

(Please check ✓ one)

- ★ \$10,000 SPECIAL BENEFACTOR
- ★ \$ 5,000 FOUNDING MEMBER
- ★ \$ 2,500 GIFT OF LOVE
- ★ \$ 1,250 GIFT OF FAITH (10 TICKETS)
- ★ \$ 750 GIFT OF HOPE (4 TICKETS)

Your company/name will **receive advertisement** on the school web site, The Monitor, the gala program, and slide show that evening.

Please mail check or credit card info to:

The Pharr Oratory Schools

1407 W. Moore Rd., Pharr, TX 78577

(956) 781-3056, ext. 602

Please charge my:

Check (✓) one



SEND SPONSORSHIP PRIOR TO APRIL 6, 2018

CONTACT PERSON'S NAME
CONTACT PERSON'S PHONE # AND E-MAIL
CREDIT CARD NUMBER
CC EXPIRATION MONTH/YEAR
AUTHORIZED SIGNATURE
PRINT NAME/BUSINESS/PATRON

This year we honor...



Santa Maria Maggiore
“Our Lady of the Snows”

The **Basilica of Saint Mary Major**, is a Papal major basilica and the largest Catholic Marian church in Rome, Italy. Improbable as it is for snow to fall during August, history tells of a snowfall that seemed more impossible.

It is said that there lived in the Eternal City a nobleman, John and his childless wife, who had been blessed with much of this world’s goods. They chose the Mother of God as the heir to their fortune, and at the suggestion of Pope Liberius, prayed that she might make known to them how to do this by a particular sign.

In answer, the Virgin Mother during the night of August 5, 352, appeared to John and his wife and also to the Holy Father, Pope Liberius, directing them to build a church in her honor on the crown of the Esquiline Hill. And what would be the sign that John and his wife had requested? “Snow will cover the crest of the hill.”

Snow rarely falls in Rome, but the flakes fell silently during that night blanketing the peak of the historic hill. In the morning the news quickly spread and crowds gathered to throng up the hill and behold the white splendor. The snow had fallen in a particular pattern, showing the outline of the future church. When it became known that the snow was a sign from Mary, the people spontaneously added another to her long list of titles, *Our Lady of the Snows*.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from Channel 5 KRGV Meteorologist Tim Smith for waiving of rental fees of the Pharr Events Center on Sunday May 6, 2018 for the presentation of Storm Fury.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Channel 5 Meteorologist Tim Smith is requesting waiver of rental fees for Pharr Events Center for Storm Fury on Sunday May 6, 2018.

The presentation of Storm Fury, a program of the Storm Science Network, is a 501 C3 non-profit agency. In exchange, Storm Fury and the Pharr Events Center will be promoted on television commercials and other related event marketing and the City of Pharr will be listed as a major sponsor.

Financial Consideration: Amount to be waived, if approved, would be \$3,000.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 03/14/2018
Approved - 03/14/2018
Final Approval - 03/14/2018



19118 Nature Oaks
San Antonio, Texas 78258
210-508-4454

March 1, 2018

Mr. Juan Guerra, City Manager
City of Pharr
118 South Cage Boulevard
Pharr, Texas 78577

Dear Mr. Guerra,

Storm Fury is coming back to the Rio Grande Valley! A program of the Storm Science Network, a 501c3 non-profit corporation, Storm Fury is a day of hands-on weather science activities for children of all ages. The activities are all tied to the state science standards leaving children who attend better prepared for the state mandated tests.

Again this year, we would like to request complimentary use of the Pharr Event Center for Storm Fury on Sunday May 6, 2018. We have held our events at the event center for the past several years. It is a terrific venue which is perfect for any size crowd. We understand we'll need to pay for security and limit food in the venue to what is purchased at the concession stand.

Storm Fury and the Pharr Event Center will be promoted on television commercials and any other advertising we do. We are happy to list the City of Pharr as an event sponsor.

Thank you for your continued support of science outreach for the children of Pharr and surrounding communities. You are truly leaders in civic educational involvement.

Sincerely,

Tim Smith

Tim Smith, Vice President
The Storm Science Network, Inc
A 501c3 Non-Profit Corporation



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 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 - 03/14/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.1.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as .071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop. **CUP#150101**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

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

Financial Consideration:

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

Alternatives:

ROUTING:

Angie Resio
Roland Gomez
City Management Office

Created/Initiated - 03/14/2018
Approved - 03/14/2018
Final Approval - 03/16/2018



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

March 19, 2018

Conditional Use Permit for ABC –

Fuera De Lugar Restaurant

Background:

Fuera De Lugar, LLC., d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Fuera De Lugar Restaurant.

The property is located at 1101 East Nolana Loop. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC-J & A Caso_Fuera De Lugar dba Fuera De Lugar Restaurant _2015

MEMORANDUM

DATE: MONDAY, MARCH 19, 2018
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#150101 (FUERA DE LUGAR RESTAURANT)

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as .071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1101 East Nolana Loop.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) to the North, General Business District (C) to the South, Agricultural and/or Open Space District (A-O) and General Business District (C) to the East and Heavy Commercial District (C) to the West. The area is generally designated for commercial, industrial and public/semipublic use in the Land Use Plan.

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

FIRE DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.

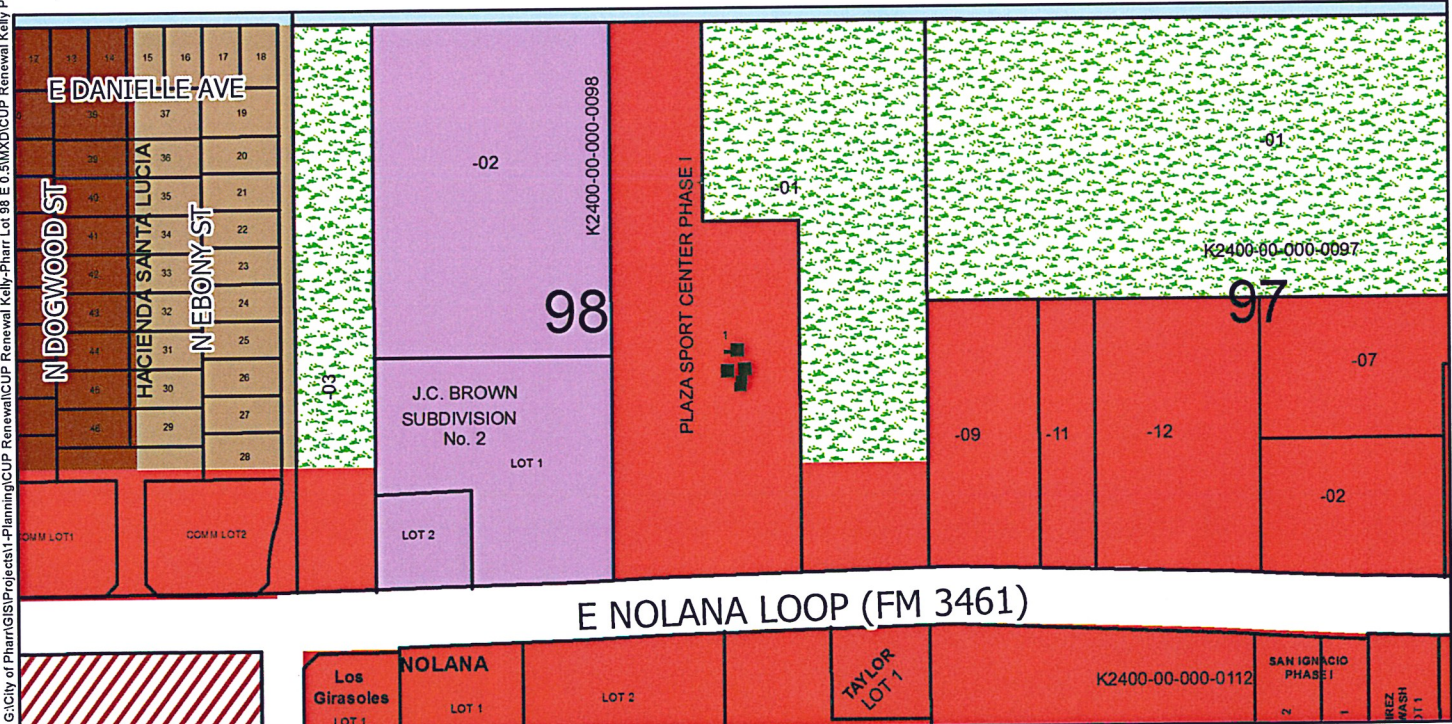
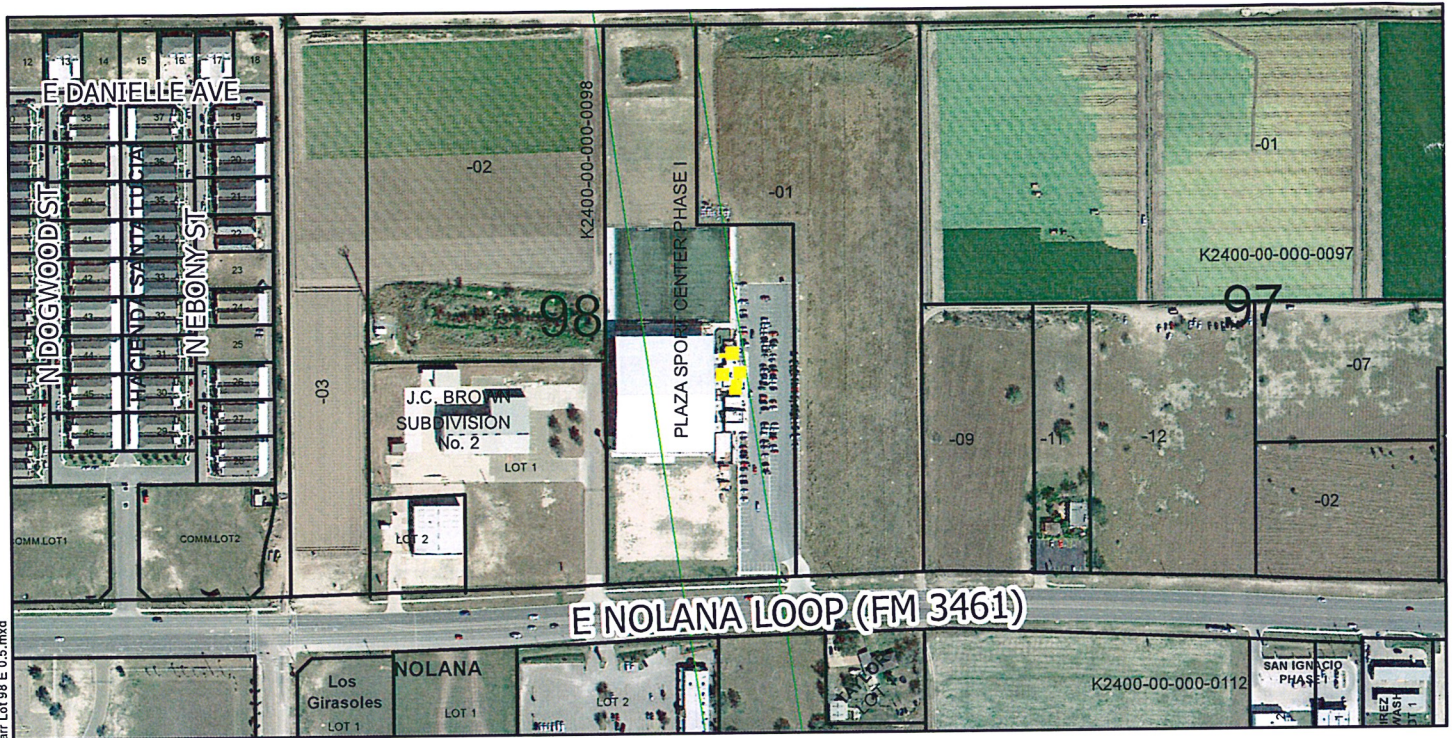
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

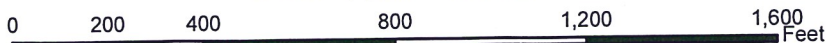
Conditional Use Permit Renewal
Kelly Pharr Lot 98 E 1/2
Fuera De Lugar/Jose Antonio Caso



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 400 feet



Date: 2/26/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.2.

DATE SUBMITTED: March 13, 2018

MEETING DATE: March 19, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 107 East Newcombe Avenue (Park). **CUP#040213**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

Financial Consideration:

Staff Recommendation: The Department of 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 Business District (C-2) subject to applicant being in compliance with all other City Ordinances and City Department requirements.

Alternatives:

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 03/13/2018
Approved - 03/14/2018
Approved - 03/14/2018
Final Approval - 03/16/2018



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

March 19, 2018

Conditional Use Permit **Renewal** for ABC -

D's Paradise

Background:

Raul Fong is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 14th renewal for Raul Fong d/b/a D's Paradise.

The property is located at 107 East Newcombe Avenue (Park). It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_R FONG dba D'S PARADISE_2004

MEMORANDUM

DATE: MONDAY, MARCH 19, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#040213 (D'S PARADISE LOUNGE)

GENERAL INFORMATION:

APPLICANT: Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 107 East Newcombe Avenue (Park).

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the North, South, East and West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
	FIRE MARSHAL:	Recommends approval of the Conditional Use Permit.

POLICE CHIEF:

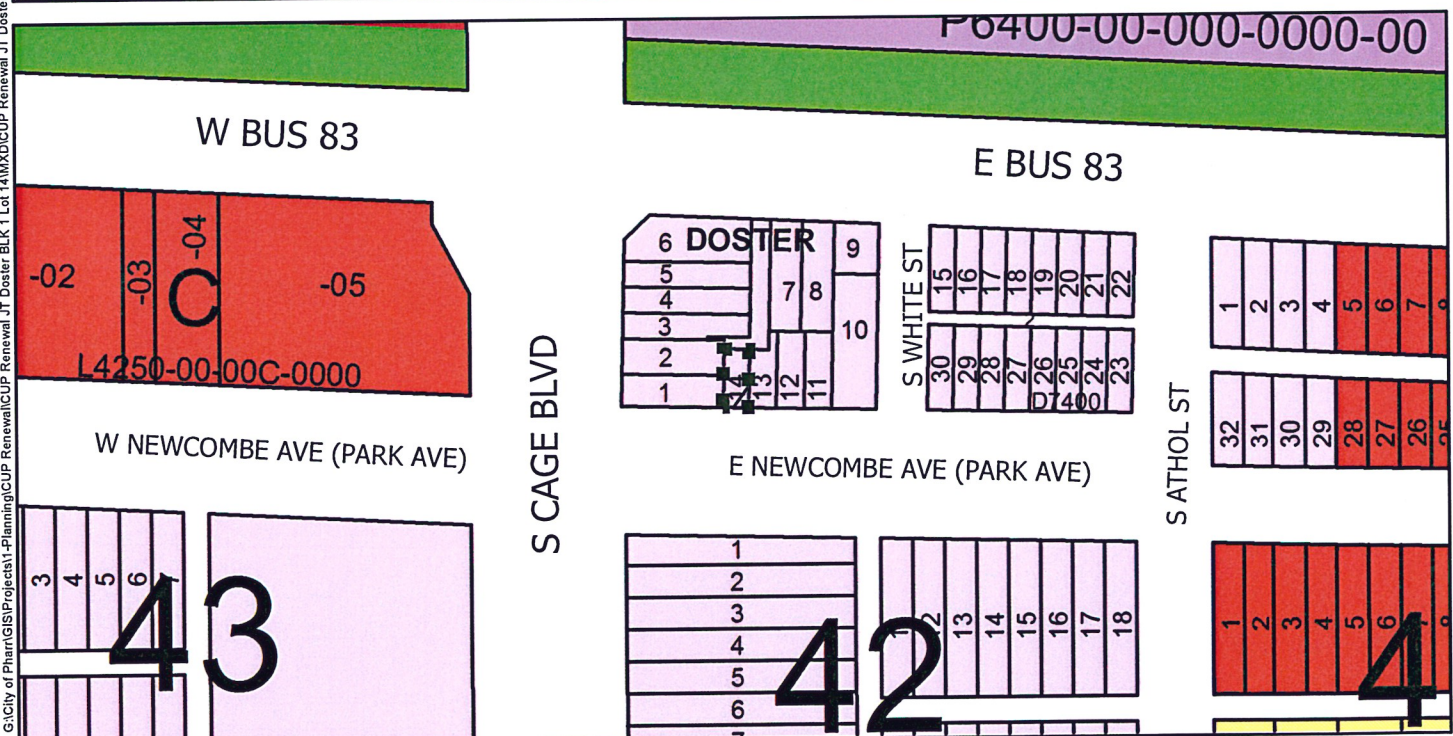
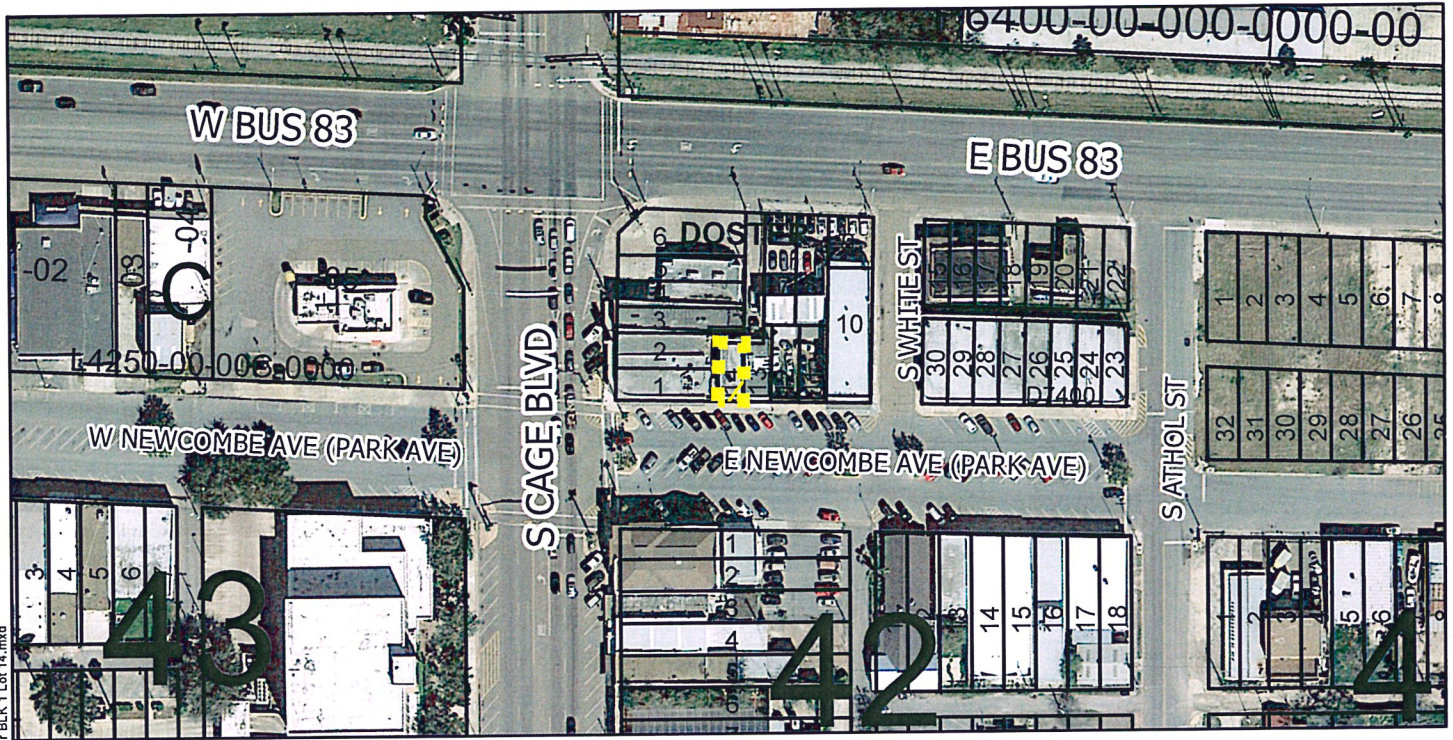
Recommends approval of
the Conditional Use Permit.

PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

The Department of 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 Business District (C-2) subject to applicant being in compliance with all other City Ordinances and City Department requirements.



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet



Date: 2/23/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 12, 2018

MEETING DATE: March 19, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2017-41 for budget amendments to the Fiscal Year 2017-2018 Budget. ***Adoption on 1st Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to be transparent and to reflect proper budgetary activity, City is required to amend its Budget any time there is an increase of appropriations due to increase of revenues or available resources. This is to be in compliance with GFOA, Auditing requirements and Texas Local Government Code .

Financial Consideration:

Staff Recommendation: To approve

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 03/12/2018

Karla Moya

Approved - 03/12/2018

Patricia Rigney

Approved - 03/16/2018

City Management Office

Final Approval - 03/16/2018

ORDINANCE NO: O-2018-__

AN ORDINANCE AMENDING ORDINANCE O-2017-41 AND O-2017-54; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018, and has filed same with the City Clerk, and complied with all procedures required by law; and

WHEREAS, state law requires that the governing body adopt an Ordinance, and the city charter requires that such an amendment take be approved by $\frac{3}{4}$ vote of the members of the Board.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2017 and ending September 30, 2018, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum of \$3,791,100 expenditures is hereby appropriated out of expenditures and \$3,191,100 revenues of the general fund. The purpose is included in the attached documents.

SECTION 3: That the net sum of (\$2,300,000) expenditures is hereby appropriated out of expenditures and (\$2,300,000) revenues of the Hotel/Motel fund. The purpose is included in the attached documents.

SECTION 4: That the net sum of (\$4,820,000) expenditures is hereby appropriated out of expenditures and (\$5,000,000) revenues of the Paving and Drainage fund. The purpose is included in the attached documents.

SECTION 5: That the net sum of \$8,500,000 expenditures is hereby appropriated out of expenditures and \$8,500,000 revenues of the Tax Notes Series 2017 Fund. The purpose is included in the attached documents.

SECTION 6: That the net sum of \$20,936,100 expenditures is hereby appropriated out of expenditures and \$20,936,100 revenues of the Certificates of Obligations Series 2017 Fund. The purpose is included in the attached documents.

SECTION 7: That the net sum of (\$15,380,000)- expenditures is hereby appropriated out of expenditures and (\$31,327,500) revenues of the General CIP. The purpose is included in the attached documents.

SECTION 8: That the net sum of \$520,000 expenditures is hereby appropriated out of expenditures and \$520,000 revenues of the Bridge Fund. The purpose is included in the attached documents.

SECTION 9: That the net sum of \$-0- expenditures is hereby appropriated out of expenditures and \$-0- revenues of the Golf Fund. The purpose is included in the attached documents.

SECTION 10: That the net sum of \$407,000 expenditures is hereby appropriated out of expenditures and \$(4,573,000) revenues of the PEDC Fund. The purpose is included in the attached documents.

SECTION 11: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

SECTION 12: Repealing Clause

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

SECTION 13: Severability Clause

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

SECTION 14: Publication Effective Date

This ordinance shall be published after its passage and approval and shall take effect and be enforced from and after ten (10) days following such publication in the official newspaper.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16th day of March 2018.

CITY OF PHARR

Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR, TEXAS					
BUDGET YEAR 17/18- BUDGET AMENDMENT # 2					
DETAILED AMENDMENT ACTIVITY					
MARCH 2018					
FUND	DEPT	ACCOUNT	ACCOUNT NAME		Description
GENERAL FUND					
REVENUES:				REF	
01	4	4880	Financing Funds	\$ (2,676,100)	To amend amounts received from Bond and Lease Proceeds
01	4	4883-21	Transfer In-Seized Assets	\$ (367,000)	To reflect transfer of seized funds to cover for new software communication improvement for Police Department
01	4	4441	Municipal Court Fees	\$ 500,000	To reflect projected year-end decrease in Court Fine collections
01	4	47XX	Grants-Police	\$ (188,000)	To reflect state grant funds to pay for a portion of new software communication improvement for Police Department
01	4	4113	Sales Taxes	\$ (225,000)	To reflect increase in sales tax collections compared to budgeted amount
01	4	45XX	Concession Fees	\$ (100,000)	To reflect concession fees now operated 100% by City of Pharr Aquatic Park
01	4	4686	TML	\$ (15,000)	To reflect proceeds of claim received by Police Department
01	4	4464-15	Miscellaneous-Fire	\$ (120,000)	To reflect reimbursement by State on volunteers for Hurricane Harvey
			Total Revenues (Increase)/Decrease	\$ (3,191,100)	
EXPENDITURES:					
Non-Departmental:					
01	51100	11xx	Salaries, benefits	\$ 23,000	To allocate funds for remaining 6 months for an additional Accounts Payable Coordinator due to increased operations, a resulting need from Purchasing Dept changes
01	51200	11xx	Salaries, benefits	\$ 37,000	To allocate funds for remaining 6 months for a new Community Outreach Liaison for Police Department, replace A.C. Aguirre duties so there is continuity of work
01	51200	5514	K-9 Operations	\$ 15,000	To allocate TML reimbursement by Police to K-9 Operations
01	51200	8804	System Improvements	\$ 17,000	To allocate New World extraction data costs from McAllen
01	51200	8804	System Improvements	\$ 554,000	To allocate funds for New World software installation and licenses fees
01	51200	8804	System Improvements	\$ 76,000	To allocate funds for New World hardware costs
01	51800	8804	Other Equipment	\$ (48,000)	To reclassify IT funds to cover for New World costs
01	53000	9908-02	Employee Increase	\$ (23,000)	To add and allocate funds for remaining 6 months for an additional Accounts Payable Coordinator due to increased operations, resulting from Purchasing Dept changes
01	51300	11xx	Salaries, benefits	\$ 30,000	To reclassify budgeted position of Contract specialist to Contract Compliance Officer/Buyer II Position and allocate funds for remaining months, including benefits
01	51500	8804	Other Equipment	\$ 50,000	To allocate funds to pay a portion of fire equipment not covered by Capital Lease
01	51800	11xx	Salaries, benefits	\$ (50,900)	To reclassify budgeted position of System Specialist position into a system analyst with same salary base plus benefits
01	51800	11xx	Salaries, benefits	\$ 50,900	To reclassify budgeted position of System Specialist position into a system analyst with same salary base plus benefits
01	52200	11xx	Salaries, benefits	\$ 21,000	To add and allocate for remaining 6 months an additional Custodian for new occupied City building, for new RMA offices (PEDC building)
01	52200	8804	Other Equipment	\$ 60,000	To add and allocate funds for inventory and concession equipment for Aquatic Park operated now by City of Pharr
01	52600	11xx	Salaries, benefits	\$ (40,500)	To reclassify budgeted position of worker's comp specialist position into a Secretary position with a new base of \$25,000 plus benefits.
01	52600	11xx	Salaries, benefits	\$ 40,500	To reclassify budgeted position of worker's comp specialist position into a Secretary position with a new base of \$25,000 plus benefits.
01	53000	9908-02	Employee Increase	\$ (30,000)	To reclassify budgeted position of Contract specialist to Contract Compliance Officer/Buyer II Position and allocate funds for remaining 6 months
01	53000	9980-40	Transfer Out-CIP	\$ (16,554,500)	To reclassify amounts received from Bond proceeds and premium to the proper fund
01	53000	9980-39	Transfer Out-CO Series 2017	\$ 19,230,600	To reclassify amounts received from Bond proceeds and premium to the proper fund
01	53000	99XX	Transfer Out-CDBG	\$ 40,000	To transfer net revenue of Concession fees from Aquatic Park to comply with HUD CDBG
01	51000	8804	Other Equipment	\$ 110,000	To reflect and fund purchase of capital equipment not included in original budget, new voting machines
01	52600	5503	Training and Travel	\$ 7,000	To allocate funds for formal training on HR Investigations
01	53000	9929	City Hall Expenses	\$ 60,000	To allocate funds for City Hall improvements, renovating/updating at least 4th and 2nd floors
01	53000	9960	City-Wide Marketing	\$ 45,000	To reallocate funds for the City-Wide marketing program
01	53000	9995	Wi-Fi Project	\$ 71,000	To carried forward funds budgeted last FY for Wi-Fi Program
			Total Expenditures Increase/(Decrease)	\$ 3,791,100	
			NET EFFECT ON GENERAL FUND:	\$ 600,000	<---Cash carried from FY 16.17
HOTEL/MOTEL FUNDS					
REVENUES:					
20	4	4880	Financing Funds	\$ 2,300,000	To transfer proceeds from Tax Notes 2017 for Paving Project Year 3 to a separate fund
			Total Revenues (Increase)/Decrease	\$ 2,300,000	
EXPENSES:					
20	51000	7701	Tax Notes Debt Service	\$ (350,000)	To budget for Debt Service Payment related to Tax Notes for FY 2017-2018 accounted under a new fund
20	51000	9980-38	Transfer Out-Tax Notes	\$ 350,000	To budget for Debt Service Payment related to Tax Notes for FY 2017-2018 accounted under a new fund
20	51000	9980-40	Transfer Out-CIP	\$ (2,300,000)	To transfer Tax Notes Proceeds related to Nature Park to CIP Fund
			Total Expenditures Increase/(Decrease)	\$ (2,300,000)	
			NET EFFECT ON HOTEL/MOTEL:	\$ -	

PAVING AND DRAINAGE						
REVENUES:						
24	4	4880	Financing Funds	\$ 5,000,000	To remove proceeds from Tax Notes 2017 for Paving Project Year 3 and 4 now accounted under a new fund	
			Total Revenues (Increase)/Decrease	\$ 5,000,000		
EXPENSES:						
24	51000	7705	Tax Notes Debt Service	\$ (850,000)	To budget for Debt Service Payment related to Tax Notes for FY 2017-2018	
24	51000	9980-38	Transfer Out-Tax Notes	\$ 850,000	To budget for Debt Service Payment related to Tax Notes for FY 2017-2018	
24	51000	9980-40	Transfer Out-CIP	\$ (4,820,000)	To remove original budgeted amount of paving fees to be transferred to CIP	
			Total Expenditures Increase/(Decrease)	\$ (4,820,000)		
			NET EFFECT ON PAVING AND DRAINAGE:	\$ 180,000	<---Cash carried from FY 16.17	
TAX NOTES SERIES 2017						
REVENUES:						
38	4	4880	Financing Funds	\$ (7,300,000)	To reflect proceeds from Tax Notes 2017 for Paving Project Year 3 and 4 and Nature Park in new fund	
38	4	4883-20	Transfer In -Hotel	\$ (350,000)	To reflect transfers for Debt Service Payment from Paving and Drainage and Hotel Fund	
38	4	4883-24	Transfer In -Paving	\$ (850,000)	To reflect transfers for Debt Service Payment from Paving and Drainage and Hotel Fund	
			Total Revenues (Increase)/Decrease	\$ (8,500,000)		
EXPENSES:						
38	51000	7705	Tax Notes Debt Service	\$ 1,200,000	To budget for Debt Service Payment related to Tax Notes for FY 2017-2018	
38	51000	8801-02	Paving Project Year 3	\$ 5,000,000	To reflect capital expenditure project from Tax Notes 2017 for Paving Project Year 3 in new Fund	
38	51000	8801-02	Nature Park	\$ 2,300,000	To reflect capital expenditure project from Tax Notes 2017 for Nature Park in new Fund	
			Total Expenditures Increase/(Decrease)	\$ 8,500,000		
			NET EFFECT ON TAX NOTES SERIES 2017	\$ -		
CO SERIES 2017						
REVENUES:						
39	4	4880	Financing Funds	\$ (19,216,100)	To reflect proceeds from Series 2017 for General CIP Projects	
39	4	4883-40	Transfer In -CIP	\$ (1,720,000)	To transfer amount of money paid by City cash on hand to be reimbursed by Series 2017 through reimbursement resolution	
			Total Revenues (Increase)/Decrease	\$ (20,936,100)		
EXPENSES:						
39	51000	8801-02	Civic Center Renovations-Construction	\$ 5,000,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8802-02	Newcombe Park	\$ 405,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8803-02	Parks Maintenance Building	\$ 935,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8805-02	South Fire Station	\$ 400,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8806-02	Communication Center	\$ 4,000,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8807-02	Hi-Line Widening	\$ 1,850,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8808-02	Anaya Widening	\$ 1,150,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8809-02	Railroad Crossings	\$ 500,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8811-02	City of Pharr Sidewalks	\$ 150,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8812-02	Tri-City Sidewalk	\$ 400,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8813-02	S. Cage Pharr Lighting	\$ 100,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8814-02	Las Milpas Rd.	\$ 500,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8815-02	Thomas Turning Lanes	\$ 100,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	8816	Land	\$ 2,000,000	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
39	51000	88xx	Other	\$ 3,446,100	To reflect projects budgeted with funds from Certificates of Obligation Series 2017	
			Total Expenditures Increase/(Decrease)	\$ 20,936,100		
			NET EFFECT ON CO SERIES 2017	\$ -		

GENERAL CIP						
REVENUES:						
40	4	4883-20	Transfer IN-Hotel	\$ 2,300,000		To remove proceeds from Tax Notes 2017 for Paving Project Year 3 and 4 now accounted under a new fund
40	4	4883-24	Transfer IN-Paving and Drainage	\$ 5,000,000		To remove original budgeted amount of paving fees to be transferred to CIP
40	4	4883-86	Transfer IN-PEDC	\$ 4,573,000		To remove original budgeted amount of debt proceeds now accounted under City
40	4	4883-01	Transfer In-General Fund	\$ 19,454,500		To remove money of bond proceeds originally to be transferred to Fund 40 now accounted under a new fund
			Total Revenues (Increase)/Decrease	\$ 31,327,500		
EXPENSES:						
40	51000	8808-02	Nature Park	\$ (1,600,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8829-02	Newcombe	\$ (400,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8843-02	Fire Station	\$ (400,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8860-02	Parks Maintenance Building	\$ (2,000,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8861-02	Truck Staging Area	\$ (5,000,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8862-02	Las Milpas	\$ (400,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8866-02	Thomas Turning Lanes	\$ (100,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8871-02	Anaya West	\$ (1,500,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8877-01	Paving Project	\$ (3,500,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	8898-04	Hi-Line	\$ (1,500,000)		To adjust and transfer projects to be paid with funds from Certificates of Obligation Series 2017
40	51000	88xx	St. Jude Parking Lot	\$ 400,000		To allocate funds available for St. Jude Parking Lot project
40	51000	88xx	South Cage Lighting Upgrades	\$ 100,000		To allocate funds available for South Cage Lighting Upgrades
40	51000	9980-70	Transfer Out	\$ 520,000		To transfer cash on hand to cover for Bridge Camera Improvements
			Total Expenditures Increase/(Decrease)	\$ (15,380,000)		
			NET EFFECT ON GENERAL CIP:	\$ 15,947,500		<---Cash carried from FY 16.17
BRIDGE						
REVENUES:						
70	4	4883-40	Transfer IN-CIP	\$ (520,000)		To replace, modernize and properly secure visual security at the Pharr International Bridge
			Total Revenues (Increase)/Decrease	\$ (520,000)		
EXPENSES:						
70	51000	1100	Salaries	\$ (37,000)		To reclassify 100% of funds for Clerical Position Budgeted in to a new Business Specialists Position at a \$40,000-\$50,000 range
70	51000	1100	Salaries	\$ 37,000		To reclassify 100% of funds for Clerical Position Budgeted in to a new Business Specialists Position at a \$40,000-\$50,000 range
70	51000	8806	System Improvements	\$ 520,000		To replace, modernize and properly secure visual security at the Pharr International Bridge
70	51000	9904	Lobbying Fees	\$ (50,000)		To create a new FTE International Business Manager from already budgeted funds under lobbying fees
70	51000	1100	Salaries	\$ 50,000		To create a new FTE International Business Manager from already budgeted funds under lobbying fees
			Total Expenditures Increase/(Decrease)	\$ 520,000		
			NET EFFECT ON BRIDGE	\$ -		
GOLF						
REVENUES:						
				\$ -		
			Total Revenues (Increase)/Decrease	\$ -		
EXPENSES:						
75	51000	1100	Salaries	\$ (15,000)		To reclassify position from Pro-Shop Clerk to Admin Assistant and allocate fund for the remaining 6 months of FY
75	51000	1100	Salaries	\$ 20,000		To reclassify position from Pro-Shop Clerk to Admin Assistant and allocate fund for the remaining 6 months of FY
75	51000	4402	Other Equipment Rentals	\$ (5,000)		To allocate funds for the remaining 6 months of reclassification of Admin Assistant
			Total Expenditures Increase/(Decrease)	\$ -		
			NET EFFECT ON GOLF	\$ -		

PEDC						
REVENUES:						
86	4	4880	Financing Debt Funds	\$ 4,573,000	To remove original budgeted amount of debt proceeds now accounted under City	
			Total Revenues (Increase)/Decrease	\$ 4,573,000		
EXPENSES:						
86	51000	7721	Debt Principal	\$ 3,200,000	To reflect net proceeds of sale of property to reduce debt relates to Jackson Development Project	
86	51000	9955	Incentives	\$ 1,215,000	To reflect incentive deducted from sale of property to Jackson Development Project	
86	51000	9955	Incentives	\$ 565,000	To allocate funds for Incentives on Economic Development	
86	51000	9985-40	Transfer out-CIP	\$ (4,573,000)	To remove original budgeted amount of debt proceeds now accounted under City	
			Total Expenditures Increase/(Decrease)	\$ 407,000		
			NET EFFECT ON PEDC	\$ 4,980,000	<----Cash Available from Sale of Property and cash on hand	

	CITY OF PHARR						
	SUMMARY OF EFFECT OF BUDGET AMENDMENTS						
	FY 2017-2018						
		FY 2017-2018		PROPOSED	FY 2017-2018		
		ORIGINAL BUDGET	AMENDMENT No. 1	AMENDMENT No. 2	CURRENT BUDGET		
	GENERAL FUND						
	General Tax Revenue	\$ 29,485,700	\$ -	\$ (275,000)	\$ 29,210,700		
	Gross Receipts	2,430,000	-		2,430,000		
	Revenue Producing Facilities	4,960,100	-		4,960,100		
	Fines and Fees	1,786,000	-		1,786,000		
	Licenses and Permits	802,100	-		802,100		
	Charges for Current Services	1,028,700	-		1,028,700		
	Debt Proceeds	11,481,500	5,058,500	2,676,100	19,216,100		
	Lease Proceeds	2,438,700	-		2,438,700		
	Transfers/Others	11,443,800	(2,900,000)	790,000	9,333,800		
	Total Revenues	65,856,600	2,158,500	3,191,100	71,206,200		
	City Manager's Office	1,359,700	(56,800)	110,000	1,412,900		
	Finance Department	646,800	63,000	23,000	732,800		
	Police Department	14,510,800	-	736,000	15,246,800		
	Purchasing	248,900	28,000	30,000	306,900		
	Municipal Court	554,700	-		554,700		
	Fire Protection	7,364,900	19,700	50,000	7,434,600		
	Street Maintenance	4,756,700	-		4,756,700		
	Information Technology	1,868,900	-	(48,000)	1,820,900		
	Media	310,900	-		310,900		
	Municipal Library	1,546,500	-		1,546,500		
	Parks & Recreation	4,674,100	-	21,000	4,695,100		
	Communications	1,184,500	9,000		1,193,500		
	Human Resources	633,400	-	7,000	640,400		
	Planning & Community Development	2,064,800	-		2,064,800		
	Engineering	615,800	-		615,800		
	Transfers Out	17,335,100	2,358,500	2,676,100	22,369,700		
	Non-Departmental	7,269,200	(42,900)	186,000	7,412,300		
	Total Expenditures	66,945,700	2,378,500	3,791,100	73,115,300		
	Net Revenues Over /(Under) Expenditures	\$ (1,089,100)	\$ (220,000)	\$ (600,000)	\$ (1,909,100)		
				\$ -			

City of Pharr

Budget Amendment No. 2 Memo

Amendment is reflecting the following:

REVENUES (MAIN POINTS):

- ✚ Adjusting amounts of actual bond proceeds received in December 2017 for Construction Improvement Projects.
- ✚ Transfer of Seized assets and grant funds to cover for New World System software for Police Department.
- ✚ A projected year-end INCREASE of \$225,000 in sales tax collections
- ✚ A projected year-end DECREASE of \$500,000 in Court Fine collections.

NOTE: This decrease might seem material compared to las year, however, court fines collections for FY 2016-2017 were higher than usual by approximately \$300,000.

Budgeted amount for this year were projected assuming an even higher increase, so a more realistic decrease from previous years is about \$200,000.

- ✚ Projected concession revenues and related expenses in the summer at the Aquatic Park Center due to taking over concession operations previously managed by Boys & Girls Club.
- ✚ Reimbursement from State for Hurricane Harvey emergency response from Fire Department.
- ✚ To reflect proceeds of Top Golf Land Sale and its incentive agreement.

EXPENSES:

- ✚ Restructuring and adding FTE's needed due to increased and changed operations City-Wide
- ✚ Adjusting amounts of actual bond proceeds transferred to Capital Improvement project Fund and allocating amounts for accounting purposes into separate funds.
- ✚ Allocating funds for non-budgeted capital outlay purchases that will benefit the City long-term including Voting Machines for the City to have its own voting system and eventually break-even; and a system to properly secure security at the Pharr International Bridge.
- ✚ Allocating funds for non-budgeted City Hall renovations needed.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: March 12, 2018

MEETING DATE: March 19, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Agenda item is for the property legally described as Pharr Original Townsite Lots 11-16, Blk 50, Pharr, Hidalgo County, Texas. The City of Pharr, has determined that there is a public necessity for acquiring the property for the expansion and construction of roadway and/or city park improvements and that the needs of its residents and inhabitants will be served by acquiring the property.

Financial Consideration: TBD

Staff Recommendation: Staff recommends approval of the resolution.

Alternatives:

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
Patricia Rigney

Created/Initiated - 03/12/2018
Approved - 03/14/2018
Approved - 03/14/2018
Approved - 03/14/2018

City Management Office

Final Approval - 03/16/2018

RESOLUTION NO. R-2018-

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

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

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

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

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

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

LEGAL DESCRIPTION: PHARR ORIGINAL TOWNSITE LOTS 11- 16, BLK 50, PHARR, HIDALGO COUNTY, TEXAS.

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

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

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

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

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

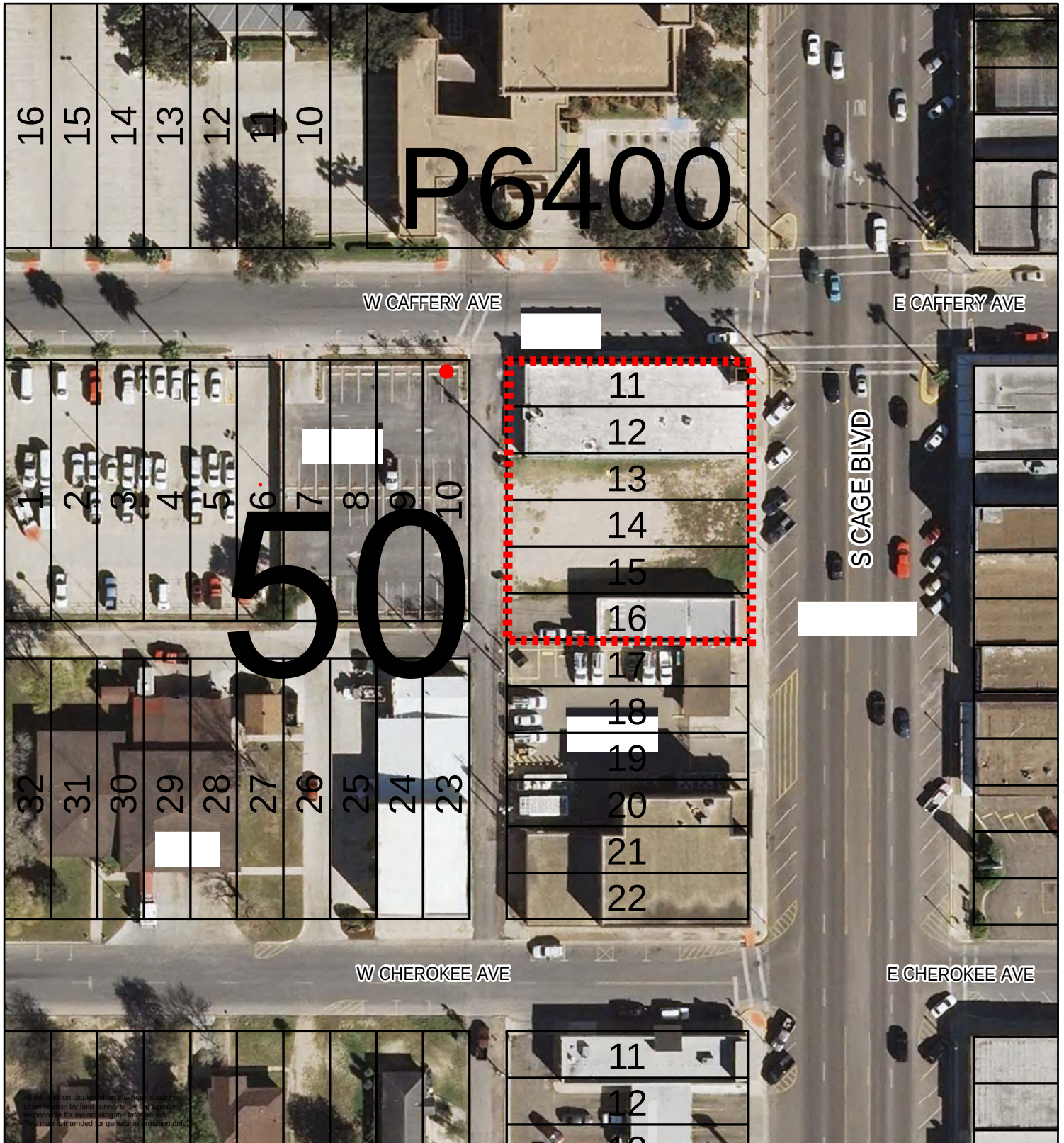
PASSED AND ADOPTED this the _____ day of _____, 20_____.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: March 12, 2018

MEETING DATE: March 19, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Agenda item is for the property legally described as Lettered Blocks (Pharr) E 196' Blk C Exc N1293 sq ft, Pharr, Hidalgo County Texas. The City of Pharr, has determined that there is a public necessity for acquiring the property for the expansion and construction of roadway and/or city park improvements and that the needs of its residents and inhabitants will be served by acquiring the property.

Financial Consideration: TBD

Staff Recommendation: Development Services recommends approval of the resolution.

Alternatives:

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
Patricia Rigney

Created/Initiated - 03/12/2018
Approved - 03/14/2018
Approved - 03/14/2018
Approved - 03/14/2018

City Management Office

Final Approval - 03/16/2018

RESOLUTION NO. R-2018-

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

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

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

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

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

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

LEGAL DESCRIPTION: LETTERED BLKS (PHARR) E 196' BLK C EXC N1293 SQ FT, PHARR, HIDALGO COUNTY, TEXAS.

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

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

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

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

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

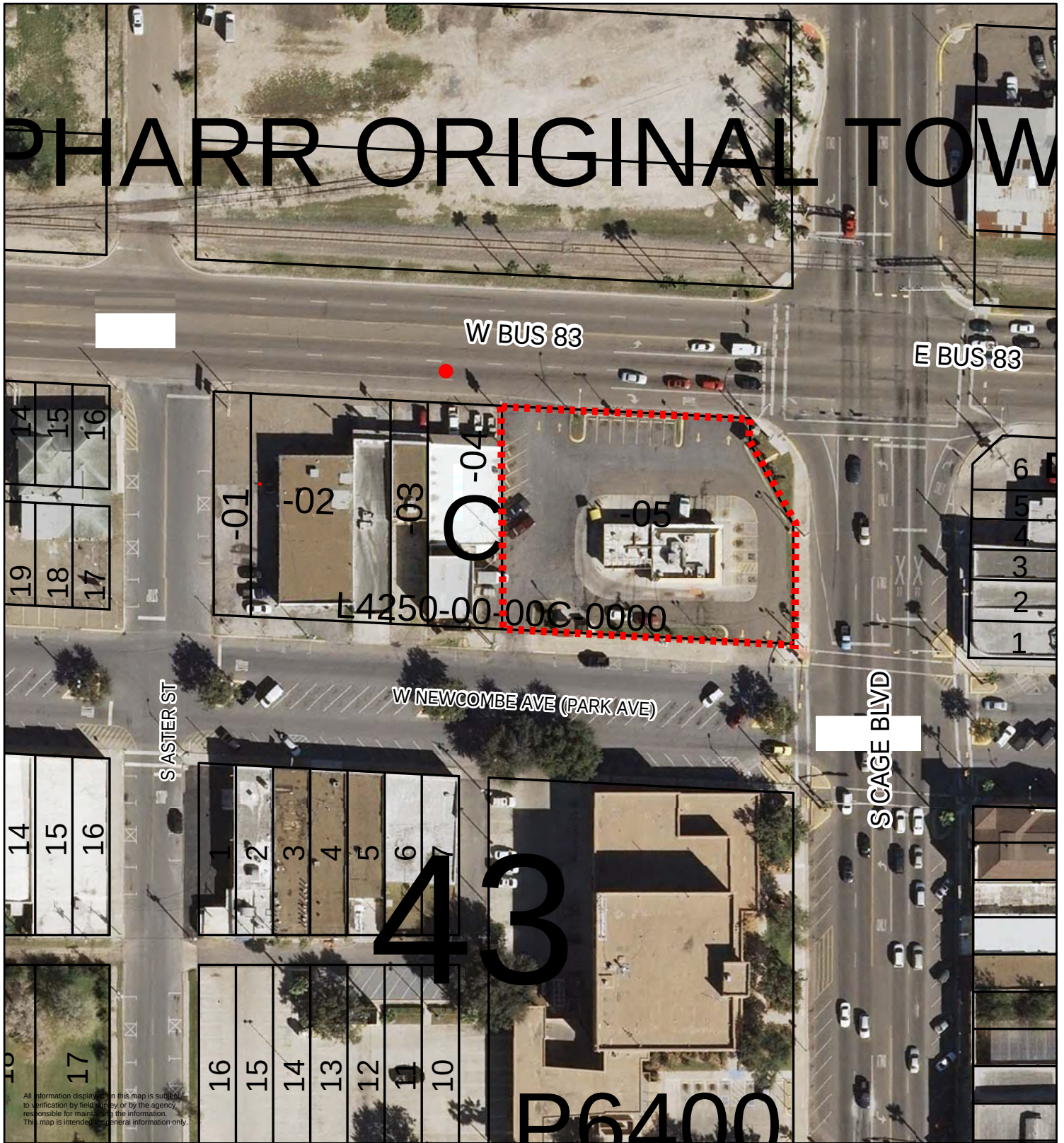
PASSED AND ADOPTED this the _____ day of _____, 20_____.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK



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.

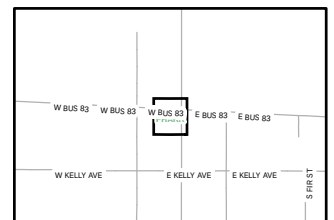
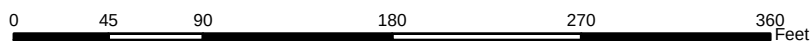


Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 3/12/2018

Scale: 1 inch = 91 feet





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: February 14, 2018

MEETING DATE: March 19, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution authorizing a Cooperation Agreement between the City of Pharr and the Pharr Housing Authority.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Housing Authority (PHA) is required to pay the City funds in lieu of taxes. For roughly over 20 years the City has authorized the PHA to no longer pay funds. The PHA is now requesting the City to provide a resolution whereby it pays the City funds from a restricted account and the City then gifts those funds back to the PHA. The net effect to the City is zero, but this allows the PHA to utilize the gifted funds in an unrestricted manner.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 02/14/2018
New -



Noel De León, Executive Director
Phone: 956.783.1316 Fax: 956.781.3758

March 16, 2018

Mr. Juan Guerra
City Manager
City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Dear Mr. Guerra:

I am submitting the new Cooperation Agreement (Agreement) and Resolution on the Payment in Lieu of Taxes (PILOT) that the Pharr Housing Authority (PHA) voluntarily wants to make as a substitute for property taxes. As you are aware, the PHA is an autonomous, not-for-profit public corporation that is exempt from property taxation. At the same time, a nonprofit like ours imposes a cost on municipalities by consuming public services, such as police protection and roads. The PILOT is a payment made voluntarily by a nonprofit as a substitute for property taxes.

The PHA and the City of Pharr (City) have executed various cooperation agreements that I have tried to locate internally and from City records. I haven't been able to locate all of them. Since I've assumed the Executive Director's position in January of 2016, I learned that the City has for a number of years previously agreed to waive disbursement of all of its portion of the PILOT. The waiver allowed the PHA to use the funds as a public benefit to numerous children and their families residing in public housing complexes throughout the community.

I am recommending that the PHA and the City execute a new Agreement in which the PHA would voluntarily pay the PILOT as outlined in the Agreement and the City by resolution would then pay an amount equal to the PILOT received from the PHA to the Pharr Housing Development Corporation (PHDC), a subsidiary of the PHA. Such funds shall be designated for social service or related programs or projects that benefit the residents of not only public housing, but also benefit low income residents of the City that do not receive public housing assistance. PHDC is not restricted to only assisting residents that receive public housing assistance.

Please find attached the Cooperation Agreement and the Resolution. Please call me if you have any questions.

Sincerely,

Noel De León
Executive Director

Enclosures

RESOLUTION

WHEREAS, Section 392.005(a) Texas Local Government Code provides the property of a housing authority is exempt from all taxes and special assessments of a municipality; and

WHEREAS, Section 392.005(b), Texas Local Government Code provides that a housing authority may, in lieu of paying taxes or special assessments, agree to reimburse in payments to a municipality an amount not greater than the estimated cost to the municipality for improvements, services or facilities furnished to the housing authority by the municipality; and

WHEREAS, the City of Pharr (the “ City”) and the Housing Authority of the City of Pharr, Texas (the “ Housing Authority”) have previously entered into a Cooperation Agreement (the “Cooperation Agreement”) wherein the parties agreed that the Housing Authority shall make annual payment in lieu of taxes (hereinafter referred to as “ PILOT”) for public improvements, services and facilities furnished to the Housing Authority by the City; and

WHEREAS, the City has for a number of years previously agreed to waive disbursement all of its portion of PILOT, for the purposes of authorizing the Housing Authority to retain and use the PILOT monies which directly relate to projects of the Housing Authority for programs to be designated by the Housing Authority; and

WHEREAS, the waiver of disbursement and designation of PILOT funds under this and past resolutions provides a public benefit to numerous children and their families residing in public housing complexes throughout the community, as well as individuals and families living in the neighborhoods near public housing communities in Pharr; and

WHEREAS, the parties desire to amend their Agreements related to the payment of the PILOT to maximize the benefit to the community.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR:

THAT the Housing Authority shall pay the PILOT to the City of Pharr in accordance with the Cooperation Agreement, signed on this date and attached hereto as Exhibit A, and any amendments thereto.

THAT the City thereafter, but no later than thirty (30) days from date of payment, shall pay an amount equal to the payment in lieu of taxes (PILOT) received from the Housing Authority, to the

Pharr Housing Development Corporation (PHDC), a non-profit public facility corporation. Such funds shall be designated for social service or related programs or projects that benefit the residents of public housing and low rent communities, the residents of the adjacent neighborhood and community and/or for the benefit of the low income residents of Pharr, Texas, in a manner to be determined by the Housing Authority's Board of Commissioners. A report on the expenditure of funds will be provided to the City annually.

THAT the terms of this resolution shall be applicable for a period of ten (10) years until March 1, 2028.

APPROVED THIS 16th DAY OF MARCH 2018

CITY OF PHARR:

(SEAL)

Ambrosio Hernandez - Mayor

ATTEST:

Hilda Pedraza, City Secretary

APPROVED AS TO FORM:

Juan Guerra, City Manager

COOPERATION AGREEMENT

This agreement entered into the 19th day of February, 2018, by and between the Housing Authority of the City of Pharr, Texas (herein called the "Authority") and the City of Pharr, Texas (herein called the "Municipality") WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - (a) The term "Project" shall mean any low-rent housing developed as an entity by the Authority with financial assistance of the United States of America (herein called the "Government"), pursuant to the United States Housing Act of 1937, as amended, and the Department of Housing and Urban Development Act; specifically including any low-rent housing project covered by any contract for loans and annual contributions entered into between the Authority and agencies of the Government prior to the date of this Agreement.
 - (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
 - (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non dwelling rents (excluding all other income of such Project), less the cost to the Authority of all dwelling and non dwelling utilities.
 - (d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.
2. The Authority shall endeavor
 - (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 247 units of low-rent housing and

- (b) to develop and administer such Project and Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.
- 3. Notwithstanding any order, judgment, or decree of any court (including any settlement order), before making any amounts available for use for the development of any housing or other property not previously used as public housing, the Authority shall:
 - (a) notify the Municipality of such use, and
 - (b) pursuant to the request of the Municipality, provide such information as may reasonably be requested by the Municipality regarding the public housing to be so assisted (except to the extent otherwise prohibited by law).
- 4. Tax Exemption and Payment in Lieu of Taxes
 - (a) Under the constitution and statutes of the State of Texas all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either:
 - (i) such a Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or
 - (ii) any contract between the Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or
 - (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, or
 - (iv) such a Project, if owned by a public facility corporation, housing development corporation or similar entity created by the Authority, has at least 20% of its units reserved for public housing units, or at least 50% of the units reserved for families earning less than 80% of the median income for the area;

The Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Authority with respect thereto. During such period, the Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

- (b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either:
 - (i) ten percent (10%) of the aggregate Shelter Rent Charged by the Authority in respect to such Project during such fiscal year, or
 - (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.
 - (c) The Authority shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been to all Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.
 - (d) Upon failure of the Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either:
- (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or
 - (ii) any contract between the Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or
 - (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid,

whichever period is the longest.

The Municipality without cost or charge to the Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- (a) Furnish or cause to be furnished to the Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

- (b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Authority such interest as the Municipality may have in such vacated areas, and, insofar as it is lawfully able to do so without cost or expense to the Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment.
 - (c) Insofar as the Municipality may lawfully do so,
 - (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and
 - (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;
 - (d) Accept grants of easements necessary for the development of such Project; and
 - (e) Cooperate with the Authority by such other lawful action or ways as the Municipality and the Authority may find necessary in connection with the development and administration of such Project.
6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Authority:
- (a) It will accept the dedication of all interior streets, roads, alleys and adjacent sidewalks within the are of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the Municipality;
 - (b) It will accept necessary dedications of land for, and will grade, improve, pave and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
 - (c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned.)

7. If, by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Authority or to the tenants of any Project, the Authority incurs any expenses to obtain such services or facilities then the Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Authority.
8. So long as any contract between the Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, the Agreement shall not be abrogated, changes or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Authority or by the Government or by any other public body or governmental agency authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by the Government, other public body or governmental agency, the provisions hereof shall inure to the benefit of and may be enforced by the Government, such other public body or governmental agency.

IN WITNESS WHEREOF, The Municipality and the Authority have respectively signed this Agreement and cause their seals to be affixed and attested as of the day and year first above written.

(SEAL)

CITY OF PHARR

Attest:

By _____
Dr. Ambrosio Hernandez - Mayor

Title

(SEAL)

HOUSING AUTHORITY OF THE CITY OF
PHARR

Attest:

Secretary

By _____
Frank Nuñez - Chairman



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: March 13, 2018

MEETING DATE: March 19, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on request from Soccer Academy Toros PSC for sponsorship in the amount of \$500 for the ESPN Worldwide of Sports Complex at the Disney Cup International Tournament.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Plaza Sports Center is requesting sponsorship donation for the Soccer Academy Toros PSC go to the Disney Tournament in Orlando, Florida at the ESPN Worldwide of Sports Complex for the Disney Cup International.

Sponsorship Levels:

Silver Package \$500 - company logo on students t-shirts when they travel to the tournament.

Gold Package \$1000 - company logo on students t-shirts and social media posts on Plaza Sports Center's Facebook page.

Platinum Package \$1,500 - company logo on students t-shirts, social media posts on Facebook page, and company banner at Plaza Sports Center for two months of sponsor's choice.

Financial Consideration: \$500.00

Staff Recommendation: Staff recommends approval of Silver Package \$500

Alternatives: Not to sponsor.

ROUTING:

Hilda Pedraza
Karla Moya
City Management Office

Created/Initiated - 03/13/2018
Approved - 03/14/2018
Final Approval - 03/14/2018



► Help the kids from our Soccer Academy Toros PSC go to the Disney Tournament for a once in a lifetime opportunity!

We want to take a few of our competitive teams to enjoy a one of a kind experience playing against teams from all across the country in Orlando, Florida at the ESPN Worldwide of Sports Complex for the Disney Cup International. Our kids are eager and excited to go but we need your help in making this possible. With a donation from you, we will be able to pay for tournament fees, travel, hotel and meal fees so our kids can go and play their favorite sport!

Remember that any donation is tax deductible. Once you select which package you want to help with (or any donation of your choice) and send us a check, we will give you your tax-deductible receipt!

We appreciate your help!

① Silver Package \$500

- Company logo on students t-shirts when they travel to the tournament

② Gold Package \$1,000

- Company logo on students t-shirts when they travel to the tournament
- Social media posts on Plaza Sports Center's Facebook page advertising the donation (3 posts) (more than 11,000 followers)

③ Platinum Package \$1,500

- Company logo on students t-shirts when they travel to the tournament
- Social media posts on Plaza Sports Center's Facebook page advertising the donation (3 posts) (more than 11,000 followers)
- Company banner at Plaza Sports Center for two months of sponsor's choice



Company Name: _____ Contact: _____

Address: _____ Phone: _____ Email: _____

Signature: _____ Date: _____

☐ Please invoice. (All payments are to be collected no later then date)

☐ Payment enclosed. (Checks payable to Plaza Sports Center. Mail to: 1101 E. Nolana Loop Pharr Tx, 78577)

☐ Discover ☐ Mastercard ☐ Visa ☐ American Express

Credit card #: _____ Exp: _____ CVC: _____

Tournament Sponsor

PLAZA Sports Center *Walt Disney World*



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: March 9, 2018

MEETING DATE: March 19, 2018

FROM: Raul Garza, GMCD Director

DEPARTMENT: GMCD

DIRECTOR:

Agenda Item: Consideration and action, if any, on establishing the HUD Section 108 Loan Guarantee Custodial Account with a Financial Institution.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The HUD Section 108 Loan Department (Washington DC) requires for this Custodial Account to be established in a financial institution. The purpose of the account is to hold secure the Deed of Trust for the collateralization of this loan. We were unable to establish this account with LSNB as it does not provide this service. Rio Bank will be able to provide this service.

Financial Consideration:

Staff Recommendation: Staff recommends approval of this item.

Alternatives:

ROUTING:

Raul Garza

Created/Initiated - 03/09/2018

Raul Garza

Approved - 03/09/2018

Patricia Rigney

Approved - 03/09/2018

Karla Moya

Approved - 03/12/2018

City Management Office

Final Approval - 03/14/2018

SECTION 108 GUARANTEED LOAN CUSTODIAL AGREEMENT

THIS AGREEMENT dated as of this ____ day of _____, 20__, by and between the _____, a _____ organized and existing under the laws of the State (or Commonwealth as applicable) of _____, and having an office for the conduct of business at _____ (“Borrower”), and _____, a _____ organized and existing under the laws of _____, and having an office for the conduct of business at _____ (“Custodian”),

WITNESSETH:

WHEREAS, the Borrower will enter into a Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5308 (“Section 108 Contract”) with the Secretary of Housing and Urban Development (“HUD”) under the authority of section 108 of title I of the Housing and Community Development Act of 1974, as amended (the “Act”); and

WHEREAS, the Custodian is a _____ institution regulated by the _____; and

WHEREAS, the parties to this agreement desire to set forth the terms and conditions for the deposit and custodianship of the documents evidencing and relating to the loan to be originated under section 108 of the Act, and 24 CFR part 570, subpart M; and

WHEREAS, HUD will guarantee one or more promissory notes issued by the Borrower and numbered _____ that together do not exceed the principal amount of \$ _____ (the “Section 108 Guaranteed Note”).

NOW THEREFORE, in consideration of the mutual undertakings expressed in this agreement, the parties agree as follows:

1. The Borrower shall from time to time deliver for deposit with the Custodian certain Security Documents as required under the Section 108 Contract (collectively the “Security Documents”). For each such delivery, the Borrower shall furnish the Custodian with a listing of the Security Documents to be deposited, which listing shall be in the form set forth in the attached Security Document List & Custodial Receipt (the “Receipt” or “Receipt(s)”). In receiving Security Documents, and in maintaining any listing or providing any report or communication with respect to the Security Documents, the Custodian shall be required only to review the face of each document received to determine whether it appears regular on its face, appears to relate to the Section 108 Guaranteed Note, and appears to be a Security Document identified in the Receipt. The Custodian shall complete the Receipt(s) by inserting the date received next to each delivered Security Document. Once signed by the Custodian, the Receipt(s) shall document the Custodian’s receipt(s) of the Security Documents required by the Section 108 Contract to be

deposited with the Custodian. The Custodian shall maintain each original Receipt together with the Security Documents it identifies, in accordance with the storage requirements in paragraph 3.

2. Borrower's delivery of the Security Documents will be acknowledged by the Custodian through execution and electronic delivery of a copy of the Receipt(s) to HUD at 108Reports@hud.gov. The Custodian shall also provide copies of Receipt(s) to the Borrower. By its delivery of the Security Documents and Receipt(s) to the Custodian, the Borrower certifies to the Custodian that each Security Document listed in that Receipt is in form and substance acceptable to HUD, as required by the Section 108 Contract. Except for Custodian's obligations under this paragraph and paragraph 1 and 2 of this Agreement, the Custodian shall not otherwise be under any duty to review, inspect, examine or certify the Security Documents; and without limiting the foregoing, the Custodian shall be entitled to assume the genuineness of each such document and the genuineness and due authority of any signatures appearing thereon, and shall be entitled to assume that each such document is what it purports to be. The Custodian shall have no liability for or obligation with respect to, and shall not be construed or obliged to make any representation or warranty as to: (i) the validity, sufficiency, marketability, genuineness, value, contents or enforceability of any Security Document; (ii) the validity, adequacy or perfection of any lien upon or security interest purported to be evidenced or created thereby; or (iii) to determine that the contents of any Security Document are appropriate for the represented purpose or that any Security Document has actually been recorded or filed, as maybe applicable, or that any Security Document is other than what it purports on its face to be.

3. The Custodian shall segregate and maintain continuous custody and control of all Security Documents on behalf of HUD until the Section 108 Guaranteed Note is paid in full. The Custodian shall hold the Security Documents in secure and fireproof facilities in accordance with customary standards for such storage. The Custodian shall only rely on information pertaining to the payment of the Section 108 Guaranteed Note that is received from or confirmed by the Director of the Financial Management Division of HUD in Washington, DC ("FMD Director"), or another HUD official as may be authorized by HUD in writing ("Other HUD Designee").

4. At any reasonable time, the Custodian shall make all Security Documents available for examination and audit by representative of the Borrower or HUD.

5. (A) Upon notification to the Custodian by the FMD Director or Other HUD Designee that a default has occurred under the Section 108 Contract, the Custodian shall comply with any request HUD shall make for the delivery to HUD of all Security Documents, and within 48 hours of any such request by HUD, shall send the Security Documents via courier service to the address identified in paragraph 6 and contemporaneously provide HUD with the tracking information for the package containing the Security Documents.

(B) If, following HUD's notification to Custodian of Borrower's default under the Section 108 Contract, HUD elects to assume or transfer the duties and obligations of the Borrower and elects to continue the custodial relationship, the Custodian agrees to continue its obligations herein for HUD for a reasonable period, not to exceed 90 days, on the same terms and conditions as set forth in this agreement until it receives instructions for disposition of the Security Documents from the FMD Director or Other HUD Designee, provided, however, that in no event

shall HUD be obligated to pay compensation or a fee for the holding or release of any Security Documents during such reasonable period. If, however, HUD elects to terminate this agreement, Custodian shall comply with the provisions of this election by HUD.

6. Except for termination or cancellation of this Agreement pursuant to paragraph 5, if during the term of the Section 108 Guaranteed Note the Custodian's duties under this Agreement are discharged or this Agreement is terminated or cancelled, Custodian may release Security Documents to Borrower or to a successor custodian designated in writing by HUD upon presentation by the Borrower of written approval of the FMD Director or Other HUD Designee for the release of Security Documents to the Borrower. Provided, however, if no written approval is presented, the Custodian shall return to all Security Documents to HUD within 5 business days at the following address:

Attention: Paul Webster, Director
Financial Management Division
U.S. Department of Housing and Urban Development
451 7th Street SW – Room 7180
Washington, DC 20410

7. Consideration for services to be performed by the Custodian under this agreement shall be: **[INSERT AMOUNT OR IF NECESSARY, INCORPORATE FEE SCHEDULE AS AN ATTACHMENT TO THIS AGREEMENT]**.

8. This Agreement confers rights and remedies upon HUD, and HUD shall be an intended third-party beneficiary of this Agreement. The parties may not amend or terminate this Agreement without the prior written consent of HUD provided, however, that the Custodian may at any time resign under this Agreement by giving not less than sixty (60) days advance written notice thereof to the Borrower and HUD. Prior to the effective date of the resignation, the Borrower shall give written instruction to the Custodian designating a successor Custodian, if applicable.

9. The Custodian shall be entitled to rely on any written instructions or certifications delivered to the Custodian by the Borrower or HUD pursuant to this Agreement, in each case without any independent verification or investigation of the matters set forth therein.

10. Custodian shall not be liable to anyone for anything which it may do or refrain from doing in connection with this agreement, unless such action constitutes negligence in accordance with customary standards for document storage, gross negligence, willful misconduct, or bad faith on its part.

11. To the extent permitted by applicable law, the Borrower shall indemnify the Custodian and any director, officer, agent or employee of the Custodian from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting, directly or indirectly, from the execution, delivery and performance of this Agreement.

12. The Custodian shall be without liability to the Borrower for any damage or loss resulting from or caused by events or circumstances beyond the Custodian's reasonable control including nationalization, expropriation, currency restrictions, the interruption, disruption or suspension of the normal procedures and practices of any securities market, power, mechanical, communications or other technological failures or interruptions, computer viruses or the like, fires, floods, earthquakes or other natural disasters, civil and military disturbance, acts of war or terrorism, riots, revolution, acts of God, work stoppages, strikes, national disasters of any kind, or other similar events or acts; errors by any party in its instructions to the Custodian; or changes in applicable law, regulation or orders.

13. This Agreement may be executed in any number of counterparts and all counterparts taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or pdf shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

14. The terms of this Agreement are hereby declared to be severable, such that if any term hereof is determined to be invalid or unenforceable, such determination shall not affect the remaining terms.

15. The covenants and agreements set forth herein shall be binding upon and inure to the benefit of each of the parties and their respective successors and permitted assigns. No party shall be permitted to assign their rights under this Agreement without the written consent of the parties and the FMD Director or Other HUD Designee, except that any corporation or association into which the Custodian may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Custodian shall be a party, or any corporation or association to which the Custodian transfers all or substantially all of its corporate trust business, shall be the successor of the Custodian hereunder, and shall succeed to all of the rights, powers and duties of the Custodian hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

16. This Agreement constitutes the complete and exclusive agreement of the parties with regard to the matters addressed herein and supersedes and terminates as of the date hereof, all prior agreements, agreements or understandings, oral or written between the parties to this Agreement relating to such matters.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

THIS AGREEMENT is hereby executed on behalf of the parties as follows:

Borrower: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Custodian: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Note to Borrowers: the form below is a form of Security Document List & Custodial Receipt that must be completed by the Borrower and submitted to the Custodian for use as a receipt whenever Borrower is required by the Section 108 Contract to submit additional Security Documents (identified in the Section 108 Contract as “Security Documents”).

SECURITY DOCUMENT LIST & CUSTODIAL RECEIPT

The following documents were delivered in accordance with the agreement dated _____, between the undersigned (“Custodian”), and _____ (“Borrower”), and which is known as the “Section 108 Guaranteed Loan Custodial Agreement”:

<u>Mark with “X” if received by Custodian</u>	<u>Name of Security Document</u>	<u>Date Received</u>
	[HUD to COPY DOCUMENTS FROM PARAGRAPH 15, insert one in each line]	

This is the _____ [Borrower to insert “first,” “second,” “third,” etc. as appropriate] Security Document List & Custodial Receipt under the Section 108 Guaranteed Loan Custodial Agreement between Custodian and Borrower dated the ____ day of _____, 20__.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

The undersigned hereby acknowledges receipt of the documents indicated with an 'X' in the table above, on the dates acknowledged in the table:

Custodian: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, to include the proposed property as surplus and take proper action as necessary.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Attached please find the supporting documentation that includes the HUD Statement for a Lift Station purchased in 2007 along with the warranty deed for the property. It is part of a 20 acre tract located at 495 & Veterans and was supposed to be the location for Lift Station 7.

The City has no use for the property and has no intention of constructing a lift station in the area, therefore it is considered surplus.

Financial Consideration: The City will sell the property to the original seller for the same amount sold to the City.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Angie Resio

Roland Gomez

Patricia Rigney

City Management Office

Created/Initiated - 03/14/2018

Approved - 03/15/2018

Approved - 03/15/2018

Final Approval - 03/16/2018

A. Settlement Statement



OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins
4. ☐ VA 5. ☐ Conv. Ins.

File Number
1498-07

Loan Number

Mortgage Insurance Case Number
GF No. 107531v1tc

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c" were paid outside of closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER: City of Pharr, a Texas municipal corporation
P. O. Box 1729, Pharr , TX 78577

E. NAME AND ADDRESS OF SELLER: Heavy Investments, Ltd., a Texas limited
partnership

F. NAME AND ADDRESS OF LENDER:

G. PROPERTY LOCATION: 0.2020 ac tract of Lot 14, L.R. Bell Dev E SD
, Hidalgo County, TX 78577

H. SETTLEMENT AGENT: Law Office of Richard A. Cantu, P.C.
PLACE OF SETTLEMENT: 2400 N. 10th, Suite E, McAllen, TX 78501
TIN: 30-0139834

I. SETTLEMENT DATE: 06/28/2007

RESCISSION DATE:

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

400. GROSS AMOUNT DUE TO SELLER:

101. Contract Sales Price	\$22,800.00
102. Personal Property	
103. Settlements charges to borrower: (from line 1400)	\$975.13
104.	
105.	

401. Contract Sales Price	\$22,800.00
402. Personal property	
403.	
404.	
405.	

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

106. City/town taxes	to	
107. County Taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		

406. City/town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		

120. GROSS AMOUNT DUE FROM BORROWER: \$23,775.13

420. GROSS AMOUNT DUE TO SELLER: \$22,800.00

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan LSNB	\$22,800.00
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

210. City/town taxes	to	
211. County taxes	to	
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		

510. City/town taxes	to	
511. County taxes	to	
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		

220. TOTAL PAID BY/FOR BORROWER:

520. TOTAL REDUCTIONS IN AMOUNT DUE TO SELLER: \$22,800.00

300. CASH AT SETTLEMENT FROM/TO BORROWER:

600. CASH AT SETTLEMENT TO/FROM SELLER

301. Gross amount due from borrower (line 120)	\$23,775.13
302. Less amount paid by/for borrower (line 220)	
303. CASH (☒ FROM) (☐ TO) BORROWER:	\$23,775.13

601. Gross amount due to seller (line 420)	\$22,800.00
602. Less reductions in amt. due seller (line 520)	\$22,800.00
603. CASH (☐ FROM) (☐ TO) SELLER:	

HUD-1 (3-86) - RESPA, HB 4305.2

L. SETTLEMENT CHARGES

700. TOTAL SALES/BROKER'S COMMISSION				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
BASED ON PRICE \$22,800.00 @ % =					
DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:					
701.	to				
702.	to				
703.	to				
704.	to				
705. Commission paid at settlement					
706.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN:					
801. Loan origination fee %					
802. Loan discount %					
803. Appraisal fee to:					
804. Credit report to:					
805. Lender's inspection fee					
806. Mortgage insurance application fee to					
807. Assumption fee					
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:					
901. Interest from 06/06/2007 to 07/01/2007 @ / day					
902. Mortgage insurance premium for mos. to					
903. Hazard insurance premium for yrs. to					
904. Flood insurance premium for yrs. to					
905.					
1000. RESERVES DEPOSITED WITH LENDER:					
1001. Hazard insurance months @ per month					
1002. Mortgage insurance months @ per month					
1003. City property taxes months @ per month					
1004. County property taxes months @ per month					
1005. Annual assessments months @ per month					
1006. Flood insurance months @ per month					
1007. months @ per month					
1008. months @ per month					
1009. Aggregate Accounting Escrow Adjustment					
1100. TITLE CHARGES:					
1101. Settlement or closing fee to Law Office of Richard A. Cantu, P. C.					
1102. Abstract or title search to					
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to Law Office of Richard A. Cantu, P. C.				\$450.00	
(includes above items Numbers: 1101 & 1105)					
1108. Title insurance to Valley Land Title Company				\$318.00	
(includes above items Numbers:)					
1109. Lender's coverage					
1110. Owner's coverage \$318.00 (\$22,800.00)					
1111. State Guaranty Fee to Valley Land Title Company				\$1.00	
1112. Tax Service Fee to Hidalgo County Property Tax Service				\$54.13	
1113. Administrative Fee to Law Office of Richard A. Cantu, P. C.				\$100.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:					
1201. Recording fees: Deed \$28.00 ; Mortgage ; Releases \$24.00				\$52.00	
1202. City/county tax/stamps: Deed ; Mortgage					
1203. State tax/stamps: Deed ; Mortgage					
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES:					
1301. Survey to					
1302. Pest inspection to					
1303.					
1304.					
1305.					
1306.					
1307.					
1400. TOTAL SETTLEMENT CHARGES				\$975.13	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: City of Pharr, a Texas municipal corpor Date: 7-17-07 Seller or Agent: Heavy Investments, Ltd., a Texas limitec Date: 6/29/07

Borrower: _____ Date: _____ Seller or Agent: _____ Date: _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: _____ Settlement Agent: Richard A. Cantu Date: 6/29/07

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ADDENDUM TO CLOSING STATEMENT

The undersigned hereby acknowledge and agree that:

(1) the Law Office of Richard A. Cantu, P. C., has assembled the information for this closing statement from third parties utilizing the best information available; however, the Law Office of Richard A. Cantu, P. C., cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay the Law Office of Richard A. Cantu, P. C., in McAllen, Texas such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;

(3) interest on any indebtedness was calculated to the date indicated on the closing statement, and if the indebtedness is not paid by the date shown on the closing statement, additional interest will have to be collected from the party responsible for payment of the debt;

(4) all prorations concerning this transaction were based on figures supplied by others for the preceding year or were estimates for the current year, and any adjustments must be made directly between the parties to this transaction;

(5) according to information obtained by The Law Office of Richard A. Cantu, P. C., from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the property and there are no unpaid taxes on the property other than those being paid as a part of this transaction

(6) the Law Office of Richard A. Cantu, P. C., is not responsible for verifying that the various taxing agencies do in fact update their records to reflect the change in ownership;

(7) the Law Office of Richard A. Cantu, P. C., may be required to report certain information concerning this transaction to the Internal Revenue Service;

(8) any real estate agent, lender or title company involved in this transaction may be furnished a copy of this closing statement; and

(9) the Law Office of Richard A. Cantu, P. C., is authorized to make the expenditures and disbursements reflected in the closing statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

DATED: June 28, 2007

SELLER:

HEAVY INVESTMENTS, LTD.,
A Texas limited partnership

By: HEAVY INVESTMENTS
MANAGEMENT, LLC

Its: General Partner

By:

ZARAGOSA HINOJOSA, JR.

Its: Member

BUYER:

CITY OF PHARR, a Texas municipal corporation

By:

Its:

City Manager

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2007 01783867

Instrument Number: 2007-1783867

Recorded On: July 18, 2007

As
Recording

Parties:

To

Billable Pages: 4

Number of Pages: 5

Comment: GEN WD

**** Examined and Charged as Follows: ****

Recording	28.00
Total Recording:	28.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-1783867

Receipt Number: 876849

Recorded Date/Time: July 18, 2007 05:29P

Record and Return To:

LAW OFFICE OF RICHARD A CANTU PC

PO BOX 6149

MCALLEN TX 78502

User / Station: E Castillo - Cash Station 04



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Charge to: VLTC
GF# 107531

1783867

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: June 28, 2007

Grantor: HEAVY INVESTMENTS, LTD., a Texas limited partnership

Grantor's Mailing Address:

HEAVY INVESTMENTS, LTD., a Texas limited partnership
414 E. Dove
McAllen, Texas 78504
Hidalgo County

Grantee: CITY OF PHARR, a Texas municipal corporation

Grantee's Mailing Address:

CITY OF PHARR, a Texas municipal corporation
P. O. Box 1729
Pharr, Texas 78577
Hidalgo County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

A 0.2020 (8,800.00 sq. Ft.) acre tract of land being a proposed right of way for a lift station designated as No.7 out of Lot Fourteen (14), L.R. Bell Development "E" Subdivision, Hidalgo County, Texas, as per map recorded in Volume 5, Page 57, Map Records of Hidalgo County, Texas, being part of that certain acre tract of land as described in Document Number 1479590, Official Records of Hidalgo County, Texas said 0.2020 (8,800.00 sq. Ft.) acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of Bagwell Acres Subdivision as per map recorded in Volume 5, Page 57, Map Records of Hidalgo County, Texas;

THENCE, South 81 degrees, 35 minutes, 00 seconds East, 39.80 feet with the North boundary line of said Bagwell Acres Subdivision to a point;

THENCE, North 08 degrees, 25 minutes, 00 seconds East, 10.00 feet to a point located at the North line of a 10.0 feet utility easement as recorded in Volume 1420, Page 979, Deed Records of Hidalgo County, Texas, and said point also being located at the East line of an Hidalgo County Irrigation District No. 2 canal right of way as recorded in Volume 211, Page 454, Deed Records of Hidalgo County, Texas, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, continuing North 08 degrees, 25 minutes, 00 degrees East, 80.00 feet, to a point for tile Northwest corner of this tract of land;

THENCE, South 81 degrees, 35 minutes, 00 seconds East, 110.00 feet to a point for the Northeast corner of this tract of land;

THENCE, South 08 degrees, 25 minutes, 00 seconds West, 80.00 feet to a point located at the North line of said 10.0 feet utility easement for the Southeast corner of this tract of land;

THENCE, North 81degrees, 35 minutes, 00 seconds West, 110.00 feet with the North line of said 10.0 feet utility easement to the POINT OF BEGINNING.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2 and easements and restrictions as shown on the map of the above described subdivision.

Roads as shown on the map of L.R. Bell Development "E", recorded in Volume 5, Page 57, Map Records of Hidalgo County, Texas.

Easements for roadway and canal rights-of-way as shown by instruments recorded in Volume 19, Pages 129 and 257; Volume 28, Page 215 and Volume 211, Page 454, all in the Deed Records of Hidalgo County, Texas.

Right of way easement in favor of The State of Texas as shown by instrument dated April 25, 1949, recorded in Volume 661, Page 200, Deed Records of Hidalgo County, Texas.

Utility easement in favor of City of Pharr as shown by instrument dated September 23, 1974, recorded in Volume 1420, Page 979, Deed Records of Hidalgo County, Texas.

Utility easement in favor of City of Pharr as shown by instrument dated September 16, 1997, filed January 11, 1999 under Document Number 738710, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Mrs. R.M. Barbe to W.H. Gossage, Trustee, dated February 7, 1948, recorded in Volume 82, Page 167, Oil and Gas Records of Hidalgo County, Texas.

Rights of parties in possession.

Visible and apparent easements on or across the property herein described.

Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Standby fees, taxes and assessments by any taxing authority for the year 2007 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

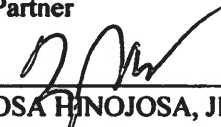
When the context requires, singular nouns and pronouns include the plural.

HEAVY INVESTMENTS, LTD., a Texas limited partnership

By: HEAVY INVESTMENTS MANAGEMENT, LLC

Its: General Partner

By:

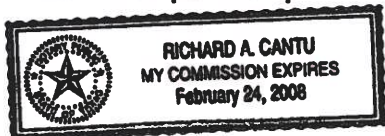

ZARAGOSA HINOJOSA, JR.

Its: Member

STATE OF TEXAS)

COUNTY OF HIDAGO)

This instrument was acknowledged before me on June 29, 2007, by ZARAGOSA HINOJOSA, JR., as Member of HEAVY INVESTMENTS MANAGEMENT, LLC., General Partner of HEAVY INVESTMENTS, LTD., a Texas limited partnership, on behalf of HEAVY INVESTMENTS, LTD., a Texas limited partnership.



A handwritten signature in dark ink, appearing to read "R. A. Cantu", written over a horizontal line.

Notary Public, State of Texas

My commission expires: February 24, 2008

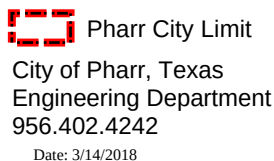
PREPARED IN THE OFFICE OF:

LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502

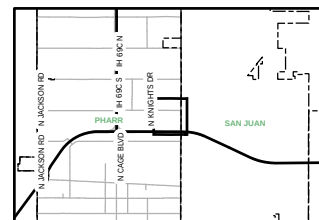
AFTER RECORDING RETURN TO:

LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502

File/GF No.: ~~1451-07/107292vhtc~~
1498-07/107531vltc
RAC



0 185 370 740 1,110 1,480 Feet

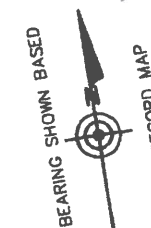


BASIS OF BEARING:
THE WEST BOUNDARY LINE OF
LOT 14,
L.R. BELL SUBDIVISION "E"

LOT 14

L.R. BELL DEVELOPMENT "E" SUBDIVISION
VOL. 5, PAGE 57
H.C.M.R.

OWN HEAVY INVESTMENTS, LTD.
COUNTY CLERK'S DOCUMENT NO. 1479590
HIDALGO COUNTY, TEXAS



SCALE: 1" = 20'

- NOTES:
1. VISIBLE AND APPARENT EASEMENTS, EASEMENTS AND RESERVATIONS AS MAY APPEAR ON THE RECORDED PLAT AND DEDICATION OF SUBDIVISION.
 2. RIGHTS OR CLAIMS BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 TO ANY PORTION OF PROPERTY LYING WITHIN CANAL AND/OR DRAIN DITCH EASEMENTS AND/OR RIGHTS OF WAY LOCATED ON THE PROPERTY.
 3. STATUTORY RIGHTS, RULES, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE.
 4. SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR REGULATIONS OF THE CITY HOLDING EXTRA TERRITORIAL JURISDICTION OF SAID PROPERTY.
 5. EASEMENT IN FAVOR OF THE STATE OF TEXAS, AS PER VOLUME 661, PAGE 200, DEED RECORDS, HIDALGO COUNTY, TEXAS.
 6. EASEMENT IN FAVOR OF THE CITY OF PHARR, AS PER VOLUME 1420, PAGE 979, DEED RECORDS, HIDALGO COUNTY, TEXAS.
 7. EASEMENT IN FAVOR OF THE CITY OF PHARR, AS PER COUNTY CLERK'S DOCUMENT NUMBER 738710, HIDALGO COUNTY, TEXAS.

WEST BOUNDARY LINE OF LOT 14, L.R. BELL SUBDIVISION "E"

BASIS OF BEARING

10.0' UTILITY EASEMENT
(CITY OF PHARR)
VOL. 1420, PAGE 979
H.C.D.R.

P.O.C. & NORTHWEST
CORNER OF
BAGWELL ACRES,
VOL. 13, PAGE 54,
H.C.M.R.

LOT 5

BLOCK 1
BAGWELL ACRES
VOL. 13, PAGE 54
H.C.M.R.

LOT 6

BLOCK 1
BAGWELL ACRES
VOL. 13, PAGE 54
H.C.M.R.

LOT 7

BLOCK 1
BAGWELL ACRES
VOL. 13, PAGE 54
H.C.M.R.

KUMQUAT STREET

(50.00' R.O.W.)
50.00'

LIFT STATION NO.7

A 0.2020 (8800.00 SQ. FT.) ACRE TRACT OF
LAND BEING A PROPOSED LIFT STATION
NUMBERED AS NO. 7 (PERMANENT EASEMENT),
OUT OF LOT 14, L.R. BELL DEVELOPMENT "E"
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER
MAP RECORDED IN VOLUME 5, PAGE 57, MAP
RECORDS OF HIDALGO COUNTY, TEXAS.

JOB NUMBER

ROW 06 002

PABLO SOTO JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4541



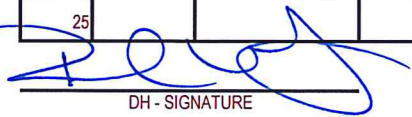
J.E. SAENZ & ASSOCIATES, INC.

P.O. BOX 3293
EDINBURG, TEXAS 78540

TEL (956) 383-2984
FAX (956) 383-3736

DEPARTMENT NAME: Development Services

ITEM NO.		CATEGORY	DESCRIPTION (ie: Noun, description)				CONDITION: OPERABLE/ INOPERABLE	IF "OPERABLE" EXPLAIN REASON(S) FOR NEED TO DISPOSE (ie: MILEAGE/LTD MAINT)	SUBMITTED BY	DATE SUBMITTED
1		Land	0.2020 acre tract of land out of Lot 14, LR Bell Dev E SD				Good	Selling back to owner	Melanie Cano	3/15/2018
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										


DH - SIGNATURE

Roland Gomez for Melanie Cano
TYPE NAME/TITLE

3-15-18
DATE



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: March 15, 2018

MEETING DATE: March 19, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consultation with the Board of Commissioners on review of the 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 closed session.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 03/15/2018
Approved - 03/15/2018
Final Approval - 03/16/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: March 13, 2018

MEETING DATE: March 19, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, authorizing the purchase of a Hazardous Material Pumper utilizing H-GAC Cooperative Contract #FS1217. Project # 1718-01-515-P008-003.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This unit is to replace a 2001 American La France unit that has been budgeted for this fiscal year 2017-2018 thru the City's Capital Improvement Program. This unit is to be assigned to new Fire Station # 4 in the vicinity of International Boulevard and Military Hwy. Our office solicited proposals from (3) vendors with Municipal Fire Apparatus Specialist submitting the lowest proposal through the Houston-Galveston Area Council (H-GAC) Cooperative. Vendor is proposing a 2018 Spartan/Toyne Pumper in the aggregate amount of \$530,000.00, the pricing includes the H-GAC Administrative Fee of \$2,000, a prepaid discount of <\$10,181.76> and a trade-in value of <\$47,000> for the 2001 American La France pumper. The estimated delivery time is approximately 330-365 days ARO.

Financial Consideration: This is budgeted item thru the City's Capital Improvement program for fiscal 2017-2018 year. Account #01-51500-8804 \$480,000

Staff Recommendation: Staff recommends award of Purchase Contract to Municipal Fire Apparatus Specialist from McAllen, TX, utilizing the H-GAC Cooperative pricing in the amount of \$530,000.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 03/13/2018

Leonardo Perez
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Approved - 03/13/2018
Approved - 03/14/2018
Approved - 03/15/2018
Approved - 03/15/2018
Final Approval - 03/16/2018



MEMORANDUM

DATE: February 26, 2018
TO: Juan Guerra, City Manager
FROM: Leonardo Perez, Fire Chief *E. J. Salazar 2-26-18*

SUBJECT: Agenda Request: Consideration and action, if any, on award of contract for the Purchase of a Triple Combination Pumper Apparatus

ISSUE

The City's Capital Improvement Program includes construction of a new Fire Station Number 4 in the vicinity of International Boulevard and Military Highway. In addition to construction of the fire station, a new fire apparatus was approved in the budget for this station.

This office solicited a proposal from Municipal Fire Apparatus Specialist utilizing the Houston/Galveston Council of Government (HGAC) Cooperative Purchasing Contract. Municipal Fire Apparatus Specialist submitted a proposal (attached) for a 2018 Spartan/Toyne Triple Combination Pumper in the aggregate amount of \$530,000.00. The estimated construction time to delivery is 365 days.

The pricing includes a prepayment discount of \$10,181.76 and a trade in value of \$47,000 for a 2001 ALF pumper.

FINANCIAL CONSIDERATION

Funding for the purchase of this apparatus is included in the CIP Budget.

STAFF RECOMMENDATION

Staff recommends award of contract to Municipal Fire Apparatus Specialist utilizing HGAC Cooperative pricing in the amount of \$530,000.00.

ALTERNATIVES

None.



PROJECT #1718-01-515-P008-003 PURCHASE OF ONE (1)TRIPLE COMBINATION PUMPER APPARATUS

BIDDERS	MUNICIPAL FIRE APPARATUS SPECIALIST ★ LLC McALLEN, TX	METRO FIRE APPARATUS SPECIALISTS INC HOUSTON, TX	SIDDONS-MARTIN EMERGENCY GROUP DENTON, TX
CO-OP PRICING	H-GAC CONTRACT #FS12-17	H-GAC CONTRACT #	BUYBOARD #491-15
MAKE/MODEL	2018 SPARTAN/TOYNE TRIPLE COMBINATION FOAM PUMPER	2018 SPARTAN CHASSIS/SPARTAN PUMPER	2018 PIERCE ENFORCER/
UNIT PRICE	\$ 585,181.76	\$ 697,566.00	\$ 578,420.00
ADMINISTRATIVE FEE	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00
PRE-PAYMENT DISCOUNT	\$ (10,181.76)		
SUB-TOTAL	\$ 577,000.00	\$ 699,566.00	\$ 579,920.00
TRADE-IN ALLOWANCE 2001 ALF PUMPER	\$ (47,000.00)		
GRAND TOTAL	\$ ★ 530,000.00	\$ 699,566.00	\$ 579,920.00
DELIVERY	330-365 CALENDAR DAYS	395 CALENDAR DAYS	10-11 MONTHS



Municipal Fire Apparatus Specialists LLC.
P.O. Box 4405 McAllen Texas 78502
TX. MVD#A121598/P121599

January 17th, 2018

Pharr Fire Department
Leonardo Perez, Fire Chief
118 S. Cage BLVD 3rd Floor
Pharr Texas, 78577

Chief Perez,

Municipal Fire Apparatus Specialists LLC. Is pleased to provide you with the following quote on a new fire apparatus. The custom triple combination foam pumper will be a 2018 Spartan/Toyne side control, and is available for delivery in 330-365 days. The specifications of this unit are included with this proposal. The purchase order may be issued to Municipal Fire Apparatus Specialists LLC. In accordance with HGAC contract number #FS12-17. Prepayments will be invoiced upon issuance of the purchase order.

The following is the proposed pricing for the unit:

2018 Spartan/Toyne Triple Combination Foam Pumper

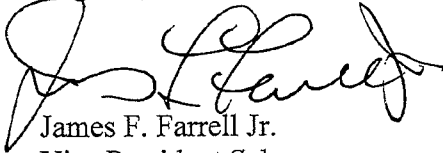
2018 Spartan/Toyne Pumper With pre-construction And final inspection for (3) At Toyne factory Breda Iowa	\$585,181.76
Trade-in of American LaFrance Pumper	-47,000.00
HGAC Administrative Fee	\$2000.00
Sub-total:	\$540,181.76
Optional 100% pre-payment discount	- \$10,181.76

Total:

\$530,000.00

Warranties are included in this proposal. The Spartan/Toyne chassis has a 2 year warranty. This proposal includes (3) preventive maintenance services once a year for 3 years. Preventive maintenance shall include oil change, replace air filter, fuel filter, transmission filters, coolant filter, and top off transfer case, differential, and grease chassis. Municipal Fire Apparatus prides ourselves with mobile service, but also operate a Authorized Spartan Service Center facility in McAllen Texas. Municipal Fire is an authorized service center for Spartan Chassis, and Toyne Fire trucks. We have service staff, and parts on hand to service your current Spartan chassis, as well as future apparatus. I look forward to working with you and your staff, and will be more than happy to come visit with your personnel on any questions you may have.

Regards,

A handwritten signature in black ink, appearing to read 'J. Farrell', written over the printed name.

James F. Farrell Jr.
Vice President Sales

Date
Prepared:

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

[illegible]

Siddons-Martin

Emergency Group

Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

February 28, 2018

Lenny Perez, Fire Chief
Pharr Fire Department
118 S Cage
Pharr TX 78577

Proposal for 2018 Enforcer Haz Mat Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Pharr Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Pharr Fire Department and training on operation and use of the apparatus.

Description	Amount
4595470, No. 686, 2018 Enforcer Haz Mat Pumper Pierce, Enforcer, Pumper, BTO / FL, Cummins L9 450, 1000 gal, Waterous 2000 Price guaranteed for 30 days. Delivery within 10-11 months of order date. A warranty term of 12 months is included.	
Vehicle Price	\$ 597,002.00
Full Prepay Discount (\$ 23,670.00). Total amount due with order. To receive full prepayment discounts, payment is due to Siddons-Martin within 30 days ARO.	Prepay Discount (\$ 23,670.00)
	Trade-In (\$ 21,000.00)
	SUB TOTAL \$ 552,332.00
	BuyBoard 491-15 \$ 1,500.00
	TOTAL \$ 553,832.00

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Greg Tatsch

Greg Tatsch
Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Pharr Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



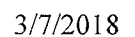
Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.



\$675.523

PUBLISHED OPTIONS

[illegible]



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: March 15, 2018

MEETING DATE: March 19, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: Innovation & Technology

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing the purchase of networking equipment for upgrades at City Hall and Public Safety Building utilizing Texas DIR Cooperative Contract #TSO-2668. Project #1718-01-518-P012-003.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Innovation & Technology department budgeted to replace all networking equipment installed at City Hall and Public Safety Building. Through this upgraded equipment, we will be consolidating and reducing the number of equipment needed to run our network. This upgrade will also include software needed to centrally manage all network equipment city-wide.

DIR Contract #DIR-TSO-2668

Financial Consideration: Budget for FY 17-18 : \$140,000 01-51800-8804

Project #1718-01-518-P012-003

Staff Recommendation: Staff recommends award of Purchase Contract to Solid IT Networks from Houston, TX, utilizing the Texas DIR Cooperative pricing in the amount of \$85,079.07.

Alternatives:

ROUTING:

Jose Pena

Jose Pena

Sandra Zamora

Created/Initiated - 03/15/2018

Approved - 03/15/2018

Approved - 03/15/2018

Karla Moya
City Management Office

Approved - 03/15/2018
Final Approval - 03/16/2018



**City of Pharr
Innovation & Technology**

PROJECT #1718-01-518-P012-003 IT - CH/PD Network Upgrade Project

BIDDERS	SOLID IT HOUSTON, TX	SHI DALLAS, TX	CDW-G CHICAGO, IL	SCW ATLANTA, GA
CONTRACT TYPE	DIR CONTRACT PRICING	NATIONAL IPA CONTRACT PRICING	TCPN CONTRACT PRICING	BUYBOARD CONTRACT PRICING
Manufacturer	Extreme Networks	Extreme Networks	Extreme Networks	Extreme Networks
City Hall	\$ 77,378.08	\$ 70,925.00	\$ 94,302.60	\$ 98,066.52
Police Department	\$ 28,854.84	\$ 25,786.00		
Software	\$ 6,660.20	\$ 5,974.00		
Equipment Cost	\$ 112,893.12	\$ 102,685.00	\$ 100,408.60	\$ 98,066.52
Discount	\$ (27,814.05)	\$ -	\$ -	\$ -
Total Cost	\$ 85,079.07	\$ 102,685.00	\$ 100,408.60	\$ 98,066.52



Contact: Janet Phillips
Phone: 281-445-9695 ext. 1012
Email: jphillips@soliditnetworks.com
Web: http://www.solidit.com

PREPARED FOR:
City of Pharr Jose Peña 308 W. Park Ave Pharr, TX 78577 jose.pena@pharr-tx.gov (956) 402-4900

DATE	NUMBER	VER
03/15/2018	008884	4

PROJECT
Extreme Refresh- DIR-TSO-2668- Pricing valid through March 28th- March Madness

City Hall

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
CORE CITY HALL					
17310	Summit X670-G2-48X-4Q Base Unit	\$19,320.00	\$10,046.40	2	\$20,092.80
97004-17310-3YR	EW HW SUB 17310 3YR	\$4,575.00	\$4,026.00	2	\$8,052.00
17111	Summit X670 fan module FB	\$495.00	\$257.40	6	\$1,544.40
10925	SUMMIT 550W AC PSU FB	\$595.00	\$309.40	4	\$1,237.60
10061	PWR CORD NA 10A NEMA 5-15P IEC320 C13 11	\$15.00	\$7.80	4	\$31.20
17131	Summit X670 Series Core License	\$5,995.00	\$3,117.40	2	\$6,234.80
97000-17131-3YR	EXTREMEWORKS 1YR S/W AND TAC FOR 17131	\$975.00	\$858.00	2	\$1,716.00
10311	0.5M QSFP+ PASSIVE COP CBL	\$250.00	\$130.00	1	\$130.00
CH-DC-TOR/WAN SWITCH/SECURITY 1/MPLS					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	1	\$3,429.40
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	1	\$153.40
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	2	\$930.80
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	2	\$26.00
10311	0.5M QSFP+ PASSIVE COP CBL	\$250.00	\$130.00	1	\$130.00
10304	10 Gigabit Ethernet SFP Passive Cable Assembly 1m	\$120.00	\$62.40	2	\$124.80
3RD FLOOR IDF					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	1	\$3,429.40
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	1	\$153.40
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	2	\$930.80
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	2	\$26.00
1ST FLOOR IDF					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	2	\$6,858.80
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	2	\$262.24



Contact: Janet Phillips
Phone: 281-445-9695 ext. 1012
Email: jphillips@soliditnetworks.com
Web: <http://www.solidit.com>

City Hall

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	2	\$306.80
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	4	\$1,861.60
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	4	\$52.00
10311	0.5M QSFP+ PASSIVE COP CBL	\$250.00	\$130.00	1	\$130.00
1ST FLOOR DEV					
16177	Summit X450-G2 24 10/100/1000BASE-T POE+	\$3,895.00	\$2,025.40	1	\$2,025.40
99304-16177	EW VALUPAC 3Yr NBD AHR-16177	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	1	\$153.40
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	2	\$930.80
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	2	\$26.00
2ND FLOOR IDF					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	1	\$3,429.40
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	1	\$131.12
16177	Summit X450-G2 24 10/100/1000BASE-T POE+	\$3,895.00	\$2,025.40	1	\$2,025.40
99304-16177	EW VALUPAC 3Yr NBD AHR-16177	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	2	\$306.80
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	4	\$1,861.60
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	4	\$52.00
10311	0.5M QSFP+ PASSIVE COP CBL	\$250.00	\$130.00	1	\$130.00
2ND FLOOR TV CR					
16177	Summit X450-G2 24 10/100/1000BASE-T POE+	\$3,895.00	\$2,025.40	1	\$2,025.40
99304-16177	EW VALUPAC 3Yr NBD AHR-16177	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	1	\$153.40
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	2	\$930.80
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	2	\$26.00
4TH FLOOR IDF					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	1	\$3,429.40
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	1	\$153.40
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	2	\$930.80
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	2	\$26.00
City Hall Subtotal					\$77,378.08



Contact: Janet Phillips
Phone: 281-445-9695 ext. 1012
Email: jphillips@soliditnetworks.com
Web: http://www.solidit.com

Police Department

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
PD CORE/MDF					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	3	\$10,288.20
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	3	\$393.36
16177	Summit X450-G2 24 10/100/1000BASE-T POE+	\$3,895.00	\$2,025.40	1	\$2,025.40
99304-16177	EW VALUPAC 3Yr NBD AHR-16177	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	4	\$613.60
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	8	\$3,723.20
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	8	\$104.00
10311	0.5M QSFP+ PASSIVE COP CBL	\$250.00	\$130.00	3	\$390.00
10312	40 Gigabit Ethernet QSFP Plus Passive Copper Cable	\$325.00	\$169.00	1	\$169.00
1ST FLOOR COURT IDF					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	1	\$3,429.40
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	1	\$153.40
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	2	\$930.80
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	2	\$26.00
2ND FLOOR					
16179	Summit X450-G2 48 10/100/1000BASE-T POE+	\$6,595.00	\$3,429.40	1	\$3,429.40
99304-16179	EW VALUPAC 3YR NBD AHR-16179	\$149.00	\$131.12	1	\$131.12
10945	Fan Module for Summit X460-G2 Series Switches	\$295.00	\$153.40	1	\$153.40
10951	Summit 715W AC PSU FB	\$895.00	\$465.40	2	\$930.80
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	2	\$26.00
MOORE GATE					
16531	X440-G2 12 10/100/1000BT POE+ 4 1GBE SFP	\$2,195.00	\$1,141.40	1	\$1,141.40
99304-16531	EW VALUPAC 3YR NBD AHR-16531	\$149.00	\$131.12	1	\$131.12
10099	Power Cord 13A USA NEMA 5-15 IEC320-C15	\$25.00	\$13.00	1	\$13.00
16542	Dual 10GbE Upgrade License	\$750.00	\$390.00	1	\$390.00
Police Department Subtotal					\$28,854.84

XMC/Control

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
XMC/CONTROL					
NMS-B-100-UG	Upgrade NMS-BASE-50 to NMS-BASE-100	\$6,995.00	\$3,637.40	1	\$3,637.40



Contact: Janet Phillips
Phone: 281-445-9695 ext. 1012
Email: jphillips@soliditnetworks.com
Web: http://www.solidit.com

XMC/Control

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
97003-S20163 3 YR	EW Software Subscription	\$3,435.00	\$3,022.80	1	\$3,022.80
XMC/Control Subtotal					\$6,660.20

March Madness Discount

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
MARCH MADNESS DISCOUNT					
MARCH MADNESS DISCOUNT	Discount off Purchase	\$0.00	(\$27,814.05)	1	(\$27,814.05)
March Madness Discount Subtotal					(\$27,814.05)

Quote Totals

SECTION	TOTAL
City Hall	\$77,378.08
Police Department	\$28,854.84
XMC/Control	\$6,660.20
March Madness Discount	(\$27,814.05)
Additional Taxes or shipping charges may apply. Payments by credit card will be subject to an additional 4% processing fee. Manufacturer and Distribution warranty, cancellation, and return policies will apply. Please note that pricing data is updated frequently and may change without notice. Solid IT Networks, Inc. asserts the information submitted in connection with this quotation is confidential, and if released, may give advantage to a competitor, and therefore should not be disclosed to third parties. In addition, Solid IT asserts the information submitted contains internal proprietary methods in preparing the network configuration and implementation of the work and also may constitute trade secrets which should not be disclosed.	
Total	\$85,079.07

Signature

Date



Pricing Proposal
Quotation #: 15020525
Created On: 3/15/2018
Valid Until: 3/30/2018

City of Pharr TX

Jose Peña

Pharr, TX
United States
Phone:
Fax:
Email: jose.pena@pharr-tx.gov

Inside Account Executive

Jessica Vos

290 Davidson Ave
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 800-477-6479
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SUMMIT 48 10GBX SFP+ & 4 40GBX QSFP+ Extreme Networks - Part#: 17310 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$8,686.00	\$17,372.00
2	EW HW SUB 17310 3YR Extreme Networks - Part#: 97004-17310-3YR Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$3,577.00	\$7,154.00
3	SPARE FAN MOD FOR X670 FRONT TO BACK AIR Extreme Networks - Part#: 17111 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	6	\$212.00	\$1,272.00
4	SUMMIT 550W AC PSU FB Extreme Networks - Part#: 10925 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	4	\$257.00	\$1,028.00
5	PWR CORD NA 10A NEMA 5-15P IEC320 C13 11 Extreme Networks - Part#: 10061 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	4	\$7.00	\$28.00
6	X670 XOS CORE LIC Extreme Networks - Part#: 17131 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$2,756.00	\$5,512.00
7	EW S/W & TAC-17131 3YR Extreme Networks - Part#: 97000-17131-3YR Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$763.00	\$1,526.00

8	0.5M QSFP+ PASSIVE COP CBL Extreme Networks - Part#: 10311 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$109.00	\$109.00
9	DIRECT ATTACH FEATURE PACK Extreme Networks - Part#: 11011 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$434.00	\$868.00
10	EW S/W & TAC-11011 3YR Extreme Networks - Part#: 97000-11011-3YR Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$305.00	\$610.00
11	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00
12	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$3,100.00	\$3,100.00
13	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$133.00	\$133.00
14	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$403.00	\$806.00
15	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$12.00	\$24.00
16	0.5M QSFP+ PASSIVE COP CBL Extreme Networks - Part#: 10311 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$109.00	\$109.00
17	1M CBL 10G SFP+ CU TWX COP Extreme Networks - Part#: 10304 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$53.00	\$106.00
18	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$3,031.00	\$3,031.00
19	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00

20	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$133.00	\$133.00
21	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$403.00	\$806.00
22	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$12.00	\$24.00
23	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$3,100.00	\$6,200.00
24	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$135.00	\$270.00
25	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$133.00	\$266.00
26	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	4	\$403.00	\$1,612.00
27	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	4	\$12.00	\$48.00
28	0.5M QSFP+ PASSIVE COP CBL Extreme Networks - Part#: 10311 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$109.00	\$109.00
29	X450-G2-24P-10GE4-BASE Extreme Networks - Part#: 16177 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$1,752.00	\$1,752.00
30	EW VALUPAC 3YR NBD AHR-16177 Extreme Networks - Part#: 99304-16177 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$131.00	\$131.00
31	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$133.00	\$133.00

32	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$403.00	\$806.00
33	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$12.00	\$24.00
34	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$3,100.00	\$6,200.00
35	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$135.00	\$270.00
36	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$133.00	\$266.00
37	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	4	\$403.00	\$1,612.00
38	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	4	\$12.00	\$48.00
39	0.5M QSFP+ PASSIVE COP CBL Extreme Networks - Part#: 10311 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$109.00	\$109.00
40	X450-G2-24P-10GE4-BASE Extreme Networks - Part#: 16177 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$1,752.00	\$1,752.00
41	EW VALUPAC 3YR NBD AHR-16177 Extreme Networks - Part#: 99304-16177 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00
42	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$133.00	\$133.00
43	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$403.00	\$806.00

44	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$12.00	\$24.00
45	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$3,100.00	\$3,100.00
46	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00
47	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$133.00	\$133.00
48	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$403.00	\$806.00
49	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$12.00	\$24.00
50	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	3	\$3,100.00	\$9,300.00
51	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	3	\$135.00	\$405.00
52	X450-G2-24P-10GE4-BASE Extreme Networks - Part#: 16177 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$1,752.00	\$1,752.00
53	EW VALUPAC 3YR NBD AHR-16177 Extreme Networks - Part#: 99304-16177 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00
54	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	4	\$133.00	\$532.00
55	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	8	\$403.00	\$3,224.00

56	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	8	\$12.00	\$96.00
57	0.5M QSFP+ PASSIVE COP CBL Extreme Networks - Part#: 10311 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	3	\$109.00	\$327.00
58	1M QSFP+ PASS COP CBL Extreme Networks - Part#: 10312 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$147.00	\$147.00
59	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$3,100.00	\$3,100.00
60	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00
61	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$133.00	\$133.00
62	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$403.00	\$806.00
63	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$12.00	\$24.00
64	X450-G2-48P-10GE4-BASE Extreme Networks - Part#: 16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$3,100.00	\$3,100.00
65	EW VALUPAC 3YR NBD AHR-16179 Extreme Networks - Part#: 99304-16179 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00
66	SUMMIT X460-G2 FAN MOD FB Extreme Networks - Part#: 10945 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$133.00	\$133.00
67	SUMMIT 715W AC PSU FB 715W AC P/S MOD Extreme Networks - Part#: 10951 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$403.00	\$806.00

68	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$12.00	\$24.00
69	X440-G2 12 10/100/1000BT POE+ 4 1GBE SFP UDM - Part#: 16531 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$987.00	\$987.00
70	EW VALUPAC 3YR NBD AHR-16531 Extreme Networks - Part#: 99304-16531 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$135.00	\$135.00
71	PWR CORD 13A USA NEMA 5-15 IEC320-C15 Extreme Networks - Part#: 10099 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$12.00	\$12.00
72	LIC CONVRT 2 NON STACK 1GBE SFP TO 10GBE Ubisoft Entertainment - Part#: 16542 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$338.00	\$338.00
73	UPG NMS BASE 50 TO NMS BASE 100 Extreme Networks - Part#: NMS-B-100-UG Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$3,145.00	\$3,145.00
74	TAC 24X7X365 E-SUP DELIVERY Extreme Networks - Part#: 97003-S20163 Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02 Note: 3 Years	1	\$2,829.00	\$2,829.00
			Subtotal	\$102,685.00
			Shipping	\$0.00
			Total	\$102,685.00

Additional Comments

Extreme Networks has a no returns policy. Products can only be returned for replacement or repair during the product's warranty or service entitlement period.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



\$ 100,408.60

Customer:	City of Pharr		Quote Number:	JQQQ205
Contact:	Jose Pena		Quote Date:	March 15, 2018
Address:	308 W Newcombe Ave		Prepared By:	Nic Lolar
	Pharr, TX 78577		Phone:	(312) 705-8582
Phone:	(956) 402-4900		Email:	niclola@cdwg.com

[illegible]

**Corporate Headquarters
Will Call & Third Party Pickup
200 North Milwaukee Ave.
Vernon Hills, IL 60061**

Please remit payment to:
CDW Government
75 Remittance Drive, Ste. 1515
Chicago, IL 60675-1515



Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937
SCW.com

Quote # 100085847 -

Cust #: CO7318 (City of Pharr TX)

Quote Date: Mar 15, 2018

Sold to:

Jose Pena
City of Pharr TX
308 W PARK AVE
Pharr, Texas, 78577
T: 956-402-4911
jose.pena@pharr-tx.gov

Ship to:

Jose Pena
City of Pharr TX
308 W PARK AVE
Pharr, Texas, 78577
T: 956-402-4911
jose.pena@pharr-tx.gov

Shipping Method:Free Shipping

#	Products	SKU	Price	Qty	Subtotal
1	Extreme Networks	EXT-DA-1748927849	\$98,066.52	1	\$98,066.52
		-1-4006645237-CTO			

Subtotal: \$98,066.52

Tax: \$0.00

Grand Total (Incl. Tax): \$98,066.52

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

Josh Reardon
josh.reardon@scw.com
Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: March 12, 2018

MEETING DATE: March 19, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on 5 year subscription agreement through the DIR Contract with Accela Civic Platform through Carahsoft Technology. Project #1718-01-527-P010-001.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This item is the Subscription Agreement for Accela Civic Platform and Citizen Access Subscription and includes the Accela Civic Platform Silver - Subscription User with 70 users and the Accela Citizen Access - Subscription population. This is for \$135,101.50 cost in year 1 with 3% increases on year 2 through 5.

DIR Contract No. DIR-TSO-3149

FTIN: 52-2189693

Invoicing will begin upon delivery and subject to Net 30 payment terms.

Financial Consideration: Budget for FY 17-18: \$365,000 01-52700-8806

Total cost:

Year 1- \$135,101.50

Year 2- \$139,154.69

Year 3 - \$143,328.28

Year 4 - \$147,625.08

Year 5 - \$152,165.75

Staff Recommendation: Development Services recommends approval of the 5 year Subscription Agreement for Accela Civic Platform through Carahsoft Technology from

Reston Virginia for \$135,101.50 in year 1. If approved, staff is requesting authorization, with City Manager approval, to exercise the option(s) to extend the contract for years 2 through 5, in one (1) year increments, subject to performance of the successful vendor remaining satisfactory.

Alternatives:

ROUTING:

Angie Resio	Created/Initiated - 03/12/2018
Roland Gomez	Approved - 03/12/2018
Melanie Cano	Approved - 03/12/2018
Karla Moya	Approved - 03/14/2018
Jose Pena	Approved - 03/14/2018
Sandra Zamora	Approved - 03/15/2018
Patricia Rigney	Approved - 03/15/2018
City Management Office	Final Approval - 03/16/2018

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

TO: Melanie Cano
Development Services Director
City of Pharr
Pharr, TX

FROM: Daniela Canedo
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Reston, Virginia 20190

EMAIL: Melanie.cano@pharr-tx.gov

EMAIL: Daniela.Canedo@carahsoft.com

PHONE: (956) 638-9392 **FAX:**

PHONE: (703) 871-8663 **FAX:** (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-3149
Expiration Date: June 22, 2018
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO: 10444065
QUOTE DATE: 10/04/2017
QUOTE EXPIRES: 02/28/2018
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$135,101.50

TOTAL QUOTE: \$135,101.50

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1	SS10APFMSLVR001	Accela Civic Platform Silver - Subscription User Accela Inc - SS10APFMSLVR001		\$1,907.93 TX DIR	70	\$133,555.10
2	SS10AACAPOP0001	Accela Citizen Access - Subscription population Accela Inc - SS10AACAPOP0001		\$0.0200 TX DIR	77320	\$1,546.40
SUBTOTAL:						\$135,101.50
TOTAL PRICE:						\$135,101.50
TOTAL QUOTE:						\$135,101.50

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
3	SS10APFMSLVR001-R1	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (1st Renewal Term) Accela Inc - SS10APFMSLVR001-R1		\$1,965.17 TX DIR	70	\$137,561.90
4	SS10AACAPOP0001-R1	Accela Citizen Access - Subscription population Renewal - 12 Months (1st Renewal Term) Accela Inc - SS10AACAPOP0001-R1		\$0.0206 TX DIR	77320	\$1,592.79

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2 SUBTOTAL:						\$139,154.69
YEAR 3						
5	SS10APFMSLVR001-R2	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (2nd Renewal Term) Accela Inc - SS10APFMSLVR001-R2		\$2,024.13 TX DIR	70	\$141,689.10
6	SS10AACAPOPOP0001-R2	Accela Citizen Access - Subscription population Renewal - 12 Months (2nd Renewal Term) Accela Inc - SS10AACAPOPOP0001-R2		\$0.0212 TX DIR	77320	\$1,639.18
YEAR 3 SUBTOTAL:						\$143,328.28
YEAR 4						
7	SS10APFMSLVR001-R3	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (3rd Renewal Term) Accela Inc - SS10APFMSLVR001-R3		\$2,084.85 TX DIR	70	\$145,939.50
8	SS10AACAPOPOP0001-R3	Accela Citizen Access - Subscription population Renewal - 12 Months (3rd Renewal Term) Accela Inc - SS10AACAPOPOP0001-R3		\$0.0218 TX DIR	77320	\$1,685.58
YEAR 4 SUBTOTAL:						\$147,625.08
YEAR 5						
9	SS10APFMSLVR001-R4	Accela Civic Platform Silver - Subscription User Renewal - 12 Months (4th Renewal Term) Accela Inc - SS10APFMSLVR001-R4		\$2,147.40 TX DIR	70	\$150,318.00
10	SS10AACAPOPOP0001-R4	Accela Citizen Access - Subscription population Renewal - 12 Months (4th Renewal Term) Accela Inc - SS10AACAPOPOP0001-R4		\$0.0225 TX DIR	77320	\$1,739.70
YEAR 5 SUBTOTAL:						\$152,057.70
SUGGESTED SUBTOTAL:						\$582,165.75

Purchase order must reference the Carahsoft Texas DIR Contract Number.
Purchase order must reference the attached Accela Terms and Conditions.
Start Date: Upon Delivery
End Date: 1 year after delivery
Subscriptions will be delivered to the City of Pharr, TX after 1/1/2018. Invoicing will begin upon delivery and subject to Net 30 payment terms.
Pricing reflects 3% uplift year over year
City may terminate this contract, with or without cause, upon 30 days' written notice.
The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Courts of Hidalgo County, Texas.

Accela End User Subscription Terms and Conditions (Accela Civic Platform, Accela Citizen Access Subscription)

As used herein, "Accela" refers to Accela, Inc., the owner of the Subscriptions Services. "Customer" or "End User" refers to the entity that executes a sales order with Reseller, Carahsoft Technology Group, for Accela Subscription Services. By installing or using the licensed software from Accela, Inc., the End User ("Customer") is agreeing to be bound by the Accela End User Subscription Terms and Conditions. The Accela software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, up to the limitations determined by the license purchased, subject to the following terms and conditions:

1. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term. Subscription terms are twelve (12) calendar months in duration. The Subscribed Services are non-refundable, except as otherwise specifically-provided herein. There will be a 3% uplift applied each year for the 5 year period of this contract.
2. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer shall issue each authorized user a unique user identification code to enable such authorized user to access the Service as permitted hereunder and user identification codes shall not be shared, rotated, or issued on a concurrent-usage basis; c) Customer may not make any form of derivative work from the Subscribed Services; d) Customer may not obscure, alter, or remove any confidentiality or remove or modify any copyright, trademark, or other proprietary notices; e) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder or duplicate, copy, reproduce or publish the Map Images other than for Customer's internal business purposes; f) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms and shall report to Accela any actual or suspected violations of these Terms; g) use the Map Images for other than through the Website and Service; and h) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela.
3. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

4. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month during live production. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

5. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below and apply to live-production environments. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

6. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

7. The following are not covered by these Terms and Conditions, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

8. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with: (i) a copy of its data in a database dump file not more than once per calendar quarter, (ii) an APO property conversion upload, not more than twice per annual term, and (iii) a Crystal Report placement not more than ten (10) times per annual term. Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela. Subject to the limitations above, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that

Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

9. Accela warrants that it has full power and authority to grant this license and that, as of the effective date, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software or Subscription Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or Subscription Services or modify same so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

10. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose. Third-party applications which utilize or rely upon the Services may be adversely affected by remedial or other actions performed pursuant to these Terms and Conditions; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Subscribed Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables.

11. LIMIT OF LIABILITY: ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Either Accela or Customer may terminate if the other party materially breaches these Terms and Conditions and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration, all rights granted to Customer are cancelled and revert to Accela.

13. The limitations and waivers described in Sections 10, 11, and 13 will survive the End of Term. Section 8 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period.

City of Pharr
Accela Project Cost Summary

PROJECT #1718-01-527-P010-001 Development Services - Accela Software Subscription Project

Licenses	Initial			5% Disc-Deadline 12/31/2017			January 2018			February 2018
	Qty	Price	Total	Qty	Price	Total	Qty	Price	Total	
Users	55	\$ 2,365.20	\$ 130,086.00	55	\$ 2,246.94	\$ 123,581.70	70	\$ 1,907.93	\$ 133,555.10	18% Discount/User
Citizens	75,382	\$ 0.027	\$ 2,035.31	75,382	\$ 0.0257	\$ 1,937.32	77,320	\$ 0.0200	\$ 1,546.40	
			\$ 132,121.31			\$ 125,519.02			\$ 135,101.50	
										\$ 135,101.50

PROJECT #1718-01-527-P011-001 Development Services - Accela Implementation Project

Implementation - Byrne Software Technology

										Difference
Land Management	\$	33,670		\$	33,670		\$	-	\$ (33,670.00)	\$ -
Licensing Management	\$	37,570		\$	37,570		\$	-	\$ (37,570.00)	\$ -
Asset Management	\$	16,380		\$	16,380		\$	17,803.80	\$ 1,423.80	\$ 17,803.80
Data Conversions	\$	37,440		\$	37,440		\$	42,607.60	\$ 5,167.60	\$ 42,607.60
Project Management	\$	26,000		\$	26,000		\$	25,564.56	\$ (435.44)	\$ 25,564.56
Onsite EDR Training	\$	1,560		\$	1,560		\$	1,826.04	\$ 266.04	\$ 1,826.04
Onsite Training	\$	11,700		\$	11,700		\$	13,695.30	\$ 1,995.30	\$ 13,695.30
Elec. Document Review	\$	14,300		\$	14,300		\$	16,738.70	\$ 2,438.70	\$ 16,738.70
ESRI Interface	\$	6,500		\$	6,500		\$	7,608.50	\$ 1,108.50	\$ 7,608.50
Incode Interface	\$	23,400		\$	23,400		\$	6,086.80	\$ (17,313.20)	\$ 6,086.80
CC Payment Interface	\$	19,500		\$	19,500		\$	6,086.80	\$ (13,413.20)	\$ 6,086.80
Firehouse Interface	\$	7,800		\$	7,800		\$	9,130.20	\$ 1,330.20	\$ 9,130.20
Project Initiation							\$	6,086.80		\$ 6,086.80
ICC Codes							\$	6,086.80		\$ 6,086.80
AdHoc Reports							\$	22,825.50	\$ (22,825.50)	\$ -
User Acceptance Testing							\$	9,130.20	\$ (9,130.20)	\$ -
Core Team Training							\$	3,652.08	\$ (3,652.08)	\$ -
Go-Live Support							\$	12,173.60	\$ (6,086.80)	\$ 6,086.80
Post Deployment Support							\$	9,130.20	\$ (3,043.40)	\$ 6,086.80
Blanket Hours (40 hrs)							\$	12,173.60	\$ (6,086.80)	\$ 6,086.80
Travel							\$	15,000.00		\$ 15,000.00
	\$	235,820		\$	235,820		\$	243,407.08		\$ 192,582.30

Project Totals		5 % Annual		5 % Annual		3 % Annual		3 % Annual
	Year 1	\$ 367,941.31		\$ 361,339.02		\$ 378,508.58		\$ 327,683.80
	Year 2	\$ 138,731.15		\$ 131,788.73		\$ 139,154.69		\$ 139,154.69
	Year 3	\$ 145,666.03		\$ 138,382.06		\$ 143,328.28		\$ 143,328.28
	Year 4	\$ 152,950.01		\$ 145,299.90		\$ 147,625.08		\$ 147,625.08
	Year 5	\$ 160,593.13		\$ 152,566.27		\$ 152,057.70		\$ 152,057.70
		\$ 965,881.63		\$ 929,375.98		\$ 960,674.33		\$ 909,849.55

REQUEST FOR AVAILABILITY OF FUNDS

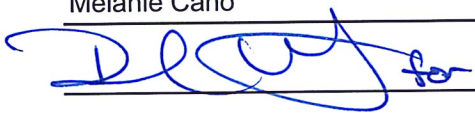
CONSTRUCTION ☐ PURCHASE ☒

PURCHASE & INSTALLATION ☐

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☐ SUPPLY ☐

TYPE/PRINT NAME: Melanie Cano

SIGNATURE: 

TITLE: Director

DEPARTMENT: Development Services

DATE: 03/19/2018

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

5 year subscription agreement through the DIR Contract with Accela Civic Platform through Carahsoft Technology.
Project #1718-01-527-P010-001

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)): _____

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)): _____

ACCOUNT NUMBER/PROJECT ID: 01-52700-8806/1718-01-527-P010-001 ESTIMATED COST: \$131,101.50

ACCOUNT NUMBER/PROJECT ID: _____ ESTIMATED COST: _____

BUDGET INFORMATION:

BUDGETED ☒ NOT BUDGETED ☐

FUND NAME: System Improvements

ACCOUNT NUMBER(S): 01-52700-8806/1718-01-527-P010-001

INCLUDE PROJ.ID(S): _____

AMOUNT: \$ 131,101.50

SIGNATURE: _____

TITLE: Karla Moya, Finance Director

DATE: 3/19/2018

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____

DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: March 12, 2018

MEETING DATE: March 19, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on services agreement through the GSA Schedule with Byrne Software Technologies, Inc through Carahsoft Technology Corporation for the Accela Software implementation. Project #1718-01-527-P011-001

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This item is the Services Agreement with Byrne Software Technologies, Inc. through Carahsoft Technology Corporation for the Accela Software implementation services.

Byrne Software Technologies, Inc. will provide the implementation, data conversion, and training services described in the agreement.

GSA Schedule No: GS-35F-0119Y

FTIN: 52-2189693

Financial Consideration: Budget for FY 17-18 : \$365,000 01-52700-8806

Total Cost: \$192,582.30 (includes \$15,000 travel expense)

Project #1718-01-527-P011-001

Staff Recommendation: Development Services recommends approval of the services agreement utilizing the GSA Schedule No. GS-35F-0119Y with Carahsoft Technologies

Inc. from Reston, Virginia in the amount \$192,582.30.

Alternatives:

ROUTING:

Angie Resio	Created/Initiated - 03/12/2018
Roland Gomez	Approved - 03/12/2018
Melanie Cano	Approved - 03/12/2018
Karla Moya	Approved - 03/14/2018
Jose Pena	Approved - 03/14/2018
Sandra Zamora	Approved - 03/15/2018
Patricia Rigney	Approved - 03/15/2018
City Management Office	Final Approval - 03/16/2018

GOVERNMENT - PRICE QUOTATION



BYRNE SOFTWARE TECHNOLOGIES AT CARAHSOFT



1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Melanie Cano
 Development Services Director
 City of Pharr
 Pharr, TX

FROM: Daniela Canedo
 Carahsoft Technology Corp.
 1860 Michael Faraday Drive
 Reston, Virginia 20190

EMAIL: Melanie.cano@pharr-tx.gov

EMAIL: Daniela.Canedo@carahsoft.com

PHONE: (956) 638-9392

PHONE: (703) 871-8663

FAX: (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
 Term: December 20, 2011 - December 19, 2021
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 11256791
QUOTE DATE: 02/12/2018
QUOTE EXPIRES: 03/15/2018
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$192,582.30

TOTAL QUOTE: \$192,582.30

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	CON-PM	Project Manager (Per Hour) current through Project Initiation* Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	40	\$6,086.80
2	CON-PM	Project Manager (Per Hour) current through Asset Management (Premium Package* Carahsoft Technology Corporation - CON-PM		\$141.30 GSA	126	\$17,803.80
3	CON-PM	Project Manager (Per Hour) current through EDR** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	110	\$16,738.70
4	CON-PM	Project Manager (Per Hour) current through ESRI Interface** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	50	\$7,608.50
5	CON-PM	Project Manager (Per Hour) current through Encode Interface (assumes CSV)** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	40	\$6,086.80
6	CON-PM	Project Manager (Per Hour) current through Payment Gateway Integration** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	40	\$6,086.80
7	CON-PM	Project Manager (Per Hour) current through Firehouse Interface** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	60	\$9,130.20

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
8	CON-PM	Project Manager (Per Hour) current through International Property Maintenance Code Interface** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	40	\$6,086.80
9	CON-PM	Project Manager (Per Hour) current through Project Management** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	168	\$25,564.56
10	CON-PM	Project Manager (Per Hour) current through Data Conversions* Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	280	\$42,607.60
11	CON-PM	Project Manager (Per Hour) current through Onsite EDR Training* Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	12	\$1,826.04
12	CON-PM	Project Manager (Per Hour) current through Onsite Training (Land, Licensing, Asset)* Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	90	\$13,695.30
13	CON-PM	Project Manager (Per Hour) current through GoLive Support* Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	40	\$6,086.80
14	CON-PM	Project Manager (Per Hour) current through Post Deployment Support and Transition to CRC* Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	40	\$6,086.80
15	CON-PM	Project Manager (Per Hour) current through Blanket hours for any additional configuration, scripting, etc. (up to 40 hours)** Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	40	\$6,086.80
16	CON-SIA	Senior Information Architect (Per Hour) current through Travel Expenses Carahsoft Technology Corporation - CON-SIA		\$250.00 GSA	60	\$15,000.00
SUBTOTAL:						\$192,582.30
TOTAL PRICE:						\$192,582.30
TOTAL QUOTE:						\$192,582.30

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	---	-------------	-----	----------------

Byrne will perform the Services on a fixed fee basis based on: the nature and scope of the Services and associated Deliverables outlined in this SOW, the expected staffing requirements, project schedule. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. The Fixed-Fee price will be invoiced upon contract signing.

****These services are provided on a time and material basis plus any out of pocket expenses, unless documented in this SOW. The Agency will only be charged for the time spent to complete; if additional hours are required a change order must be first approved by the agency. Blanket Hours as specified above will expire as of the date of agency transition to Accela Customer Support (CRC). Byrne Software bills weekly for services provided the previous week. Billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments.**

*****Travel expenses for Onsite Training not included in Total. Travel expenses are estimated not to exceed \$15,000. Only reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to the Agency. Agency will approve travel expenses before they occur. Travel expenses are estimated to not exceed \$15,000. Should the customer require more onsite trips than the 5 trips as assumed for this 9 month project, a Change Order will be required prior to additional travel commencing. The 5 onsite trips will be mutually agreed upon and scheduled accordingly. Byrne recommends onsite resources for Initiation, Best Practice Analysis, Training, UAT and Go Live.**

SERVICES AGREEMENT

1. <u>Parties</u>	BYRNE Byrne Software Technologies, Inc. 16091Swingley Ridge Road, Suite 200 Chesterfield, MO 63017 Attention: Brian McAllister T: 636.537.2505 F: 636.537. 2666 e-Mail: bdm@byrnesoftware.com	CUSTOMER City of Pharr, TX 118 South Cage Blvd., 1 st Floor Pharr, TX 78577 Attention: Jose Pena T: 956 402 4900 e-Mail: jose.pena@pharr-tx.gov	CARAHSOFT Carahsoft Technology Corporation 1860 Michael Faraday Dr. Suite 100 Reston, VA 20190 Attention: Daniela Canedo T:703.871.8663 e-Mail: Daniela.Canedo@Carahsoft.com
-------------------	---	---	--

This Services Agreement ("SA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this SA to BYRNE no later than March 31, 2018, this SA is effective as of the date of Customer's signature ("Effective Date") and will continue until completion of the services deliverables described herein.

2.2 Termination Either party may terminate if the other party materially breaches this SA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this SA, all rights granted to Customer are cancelled and revert to BYRNE. Customer may also terminate this agreement for convenience, upon 30 days' written notice. This agreement is also subject to funding and budgetary considerations. Customer is responsible for payment of all outstanding invoices and all time worked up to the notice of termination.

3. Professional Services BYRNE will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

3.1 Warranty BYRNE will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of BYRNE's industry.

3.2 Customer Cooperation As required, Customer agrees to provide BYRNE with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for BYRNE to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on BYRNE's overall work schedule. Although BYRNE will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at BYRNE's then-current time-and-materials rates.

3.3 Compensation

3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to BYRNE the amounts indicated in Exhibit A according to the billing events schedule described therein.

The pricing set forth herein reflects information generally known to BYRNE, supplied to BYRNE by Customer, and based on BYRNE's interpretation of the work to be performed. In addition to such amounts, Customer will reimburse BYRNE for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates. Customer will reimburse BYRNE for data communications charges at the flat, per-day rate specified in Exhibit A. Upon Customer request, BYRNE will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

- 3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on BYRNE's income. If Customer is exempt from certain taxes, Customer will provide BYRNE with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. BYRNE may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full to Carahsoft by Customer.

4. Confidentiality

- 4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either BYRNE or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
 - b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;
 - c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
 - d) information which is subpoenaed by governmental or judicial authority; and
 - e) information subject to disclosure pursuant to a state's public records laws.
- 4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this SA ("Confidentiality Term").
- 4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Unless required by law, including the Public Information Act, Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to

its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

5. Other Terms and Conditions

- 5.1 Mutual Indemnification BYRNE agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of BYRNE or its employees or agents while the terms and conditions of this SA remain enforceable. To the extent allowed by law, Customer agrees to indemnify, defend, and hold BYRNE and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.
- 5.2 Limitation of Liability BYRNE provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; BYRNE bears no liability for and has no obligation to remedy such effects. Except as set forth herein, BYRNE provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will BYRNE's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to BYRNE by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if BYRNE or its agents have been advised of the possibility of such damages.
- 5.3 Insurance Coverage BYRNE will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer that name Customer as an additional insured. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.
- 5.4 Force Majeure If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.5 Dispute Resolution This agreement is governed by the laws of the State of Texas. The Parties further agree that Venue and Jurisdiction for any dispute arising out of this Agreement shall be in a court of competent jurisdiction and shall lie exclusively in Hidalgo County, Texas.
- 5.6 Assignment This SA shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that this SA and the rights and obligations hereunder are not assignable or delegable by either party without the prior written consent of the other party. Any attempted assignment or delegation in violation of this Section 5.6 shall be null and void.
- 5.7 Survival The following provisions will survive the termination or expiration of this SA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.

- 5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 5.9 Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

BYRNE

By: _____
(Signature)

(Print Name)

Its Its _____
(Title)

Dated: _____
(Month, Day, Year)

CUSTOMER

By: _____
(Signature)

(Print Name)

(Title)

Dated: _____
(Month, Day, Year)

Carahsoft Technology Corporation

Daniela Canedo

Authorized Signature

Daniela Canedo

Name - Type or Print

Account Representative

Title

2/13/18

Date

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Statement of Work follow this page.

Statement of Work

Prepared for:



City of Pharr, TX

2/23/2018

Version 5.0

Carahsoft Technology Corporation
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190 Tel: (703) 871-8500
Fax: (703) 871-8505

TABLE OF CONTENTS

<u>TABLE OF CONTENTS</u>	<u>7</u>
<u>DOCUMENT CONTROL</u>	<u>9</u>
<u>OVERVIEW</u>	<u>10</u>
CRITICAL SUCCESSFACTORS	10
HIGH LEVEL SCOPE OF SERVICES	11
PROJECT TIMELINE	12
PROJECT MANAGEMENT	12
BILLING TERMS	12
COST SCHEDULE	12
EXPENSES	14
CONTRACT SUM	14
<u>CHANGE ORDERS</u>	<u>15</u>
<u>EXPIRATION</u>	<u>15</u>
PROJECT PUT ON HOLD	15
GENERAL PROJECT ASSUMPTIONS	15
PROJECT ASSUMPTIONS	17
PROJECT RESOURCING ASSUMPTIONS	18
PAYMENT ASSUMPTIONS	18
ACCELA SOLUTION ASSUMPTIONS	18
ADMINISTRATION	20
LOCATION OF SERVICES AND KEY CONTACT	20
<u>APPENDIX A: PROJECT RESOURCES</u>	<u>22</u>
AGENCY RESOURCES	22
BYRNE RESOURCES	24
<u>APPENDIX B – ACCELA IMPLEMENTATION METHODOLOGY</u>	<u>27</u>
<u>APPENDIX C – DELIVERABLE ACCEPTANCE FORM</u>	<u>29</u>
<u>APPENDIX D – CHANGE ORDER</u>	<u>30</u>
SAMPLE CHANGE ORDER –PAGE 1	30
APPENDIX E –DETAILED SCOPE	31
WORK DESCRIPTION	31
STAGE 1 - INITIATION	31

DELIVERABLE 1: PROJECT INITIATION	31
DELIVERABLE 2: CIVIC PLATFORM SETUP – LAND, LICENSING, ASSETS.....	32
STAGE 2 – BEST PRACTICE ANALYSIS.....	33
DELIVERABLE 3: SET UP OF BEST PRACTICE TEMPLATE CONFIGURATION – ASSETS.....	33
STAGE 3 – SOLUTION FOUNDATION	35
DELIVERABLE 4: WORK ORDER STATUS GROUP DISTINCT UPDATES- ASSETS.....	35
DELIVERABLE 5: WORK ORDER RECORD TYPE CONFIGURATION- ASSETS	36
DELIVERABLE 6: ASSET GROUP CONFIGURATION- ASSETS	36
DELIVERABLE 7: ASSET TYPE CONFIGURATION- ASSETS	37
DELIVERABLE 8: ASSET ATTRIBUTE CONFIGURATION- ASSETS	38
DELIVERABLE 9: RESOURCE COST ITEM CONFIGURATION - ASSETS	38
DELIVERABLE 10: EXISTING USER GROUP PERMISSION DISTINCT UPDATES - ASSETS.....	39
DELIVERABLE 11: NEW USER GROUP PERMISSION WITH DISTINCT UPDATE CONFIGURATION - ASSETS.....	40
STAGE 4 - BUILD	40
DELIVERABLE 12: PROPERTY DATA UPLOAD - XAPO	40
DELIVERABLE 13A: LICENSED PROFESSIONAL DATA UPLOAD - LAND	41
DELIVERABLE 13B: LICENSED PROFESSIONAL DATA UPLOAD - LICENSING	41
DELIVERABLE 14A: EXPRESS HISTORICAL DATA CONVERSION- LAND	42
DELIVERABLE 14B: EXPRESS HISTORICAL DATA CONVERSION- LICENSING	42
DELIVERABLE 14C: EXPRESS HISTORICAL DATA CONVERSION- ASSETS	42
DELIVERABLE 15: ESRI – INTERFACE ANALYSIS AND DEVELOPMENT	43
DELIVERABLE 16: ACCELA ELECTRONIC DOCUMENT REVIEW (EDR)	44
DELIVERABLE 17: ENCODE INTERFACE.....	44
DELIVERABLE 18: PAYMENT GATEWAY INTEGRATION	45
DELIVERABLE 19: FIREHOUSE INTERFACE	46
DELIVERABLE 20: INTERNATIONAL PROPERTY MAINTENANCE CODE INTERFACE	47
STAGE 5 - READINESS.....	48
DELIVERABLE 21: ONSITE CIVIC PLATFORM TRAINING & EDR	48
STAGE 6 - DEPLOY	49
DELIVERABLE 22: GO LIVE SUPPORT & POST DEPLOYMENT SUPPORT AND TRANSITION TO ACCELA CUSTOMER SUPPORT	49

DOCUMENT CONTROL

Date	Author	Version	Change Reference
10/16/17	Brian McAllister	1.0	SOW creation
10/30/17	Brian McAllister	2.0	Updates per City of Pharr legal review
11/15/17	Brian McAllister	3.0	Added the Firehouse Interface
2/1/2018	Brian McAllister	4.0	Updates per onsite meeting with City of Pharr (2018-01-31)
2/12/2018	Daniela Canedo	5.0	Carahsoft Updates

OVERVIEW

Congratulations on your selection of Accela, Inc., and their enterprise suite of industry leading software. This proposed implementation by Carahsoft Technology Corporation is specifically designed to meet the requirements and budget defined by The City of Pharr, TX ("Agency"). Byrne is proposing to utilize the Accela Best Practice Template Configuration Implementation Methodology, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how Byrne will implement the software, including the major milestones and deliverables that will ensure your success. Agency will be getting the Premium Package of Asset Management.

Byrne and Carahsoft are committed to providing a superior solution and deployment of the Civic Platform, for the current and future needs of The City of Pharr, TX. Byrne and Carahsoft will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Civic Platform software in the Civic Cloud and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Carahsoft to Agency.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency. Byrne, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** – Agency staff can maximize their Accela learning experience through the online tutorials and course guides available through the Accela Success Community website. This self-directed learning approach will provide Agency staff with the needed knowledge to advise Byrne what configuration changes are needed during project implementation.

While we cannot guarantee specific expertise for Agency staff as a result of participating in the project, Byrne will make all reasonable efforts to transfer knowledge to the Agency. It is critical that Agency personnel work with Byrne in order to schedule all work in the best manner to facilitate knowledge transfer and resource availability.

- **Dedicated Agency Participation** – We fully understand that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. Byrne will communicate insufficient participation of Agency and Byrne resources to the project sponsor with real and potential impacts to the project timeline.
- **Delivery of Needed Information and Documentation**- In order to guarantee success and meet the timelines and costs described it will be essential that the Agency provide required documentation and information as requested by the delivery staff in timely manner. The expected information required is described in detail in each of the delivery sections. Failure to provide the required information can result in an extension of the project timeline and/or an increase in the scope/cost of the proposed solution.
- **Implementation Methodology** – We offer a successful, proven, implementation methodology which is crucial to the project success. Accela's Civic Platform and customer base is a niche market and as such our implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Methodology and tasks described in this Statement of Work.

HIGH LEVEL SCOPE OF SERVICES

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Civic Platform for the Agency. Byrne will provide professional services for implementation of the scope and products detailed in the Work Description section detailed henceforth.

This document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of Accela Automation Land Management, Licensing, Asset Management, Accela GIS, and Accela Citizen Access, for the Agency. Byrne will provide professional services for implementation of the above modules and will add services per the Work Description section below. The following Agency departments comprise the organization scope of the implementation described herein:

- Building Safety
- Code Compliance
- Planning & Zoning
- Public Works
- Utilities

High Level Milestones

The scope of services is delivered in six stages and will result in an initial deployment of the Accela platform. A high level description of the phases is listed below. Specific descriptions of all deliverables, responsibilities and acceptance criteria are found in Appendix E. All deliverable templates used are Accela created and follow the Accela methodology. See Assumptions for more information about deliverable templates.

STAGE DESCRIPTION	MILESTONE OVERVIEW
Stage 1: Initiation	Set up the project framework for a successful delivery
Stage 2: Analysis	Provide best practice consulting to define to-be configuration for Agency
Stage 3: Solution Foundation	Create the appropriate solution architecture blueprint for a successful deployment
Stage 4: Build/Conversion	Build out Accela platform. Create and deliver conversion schemas, interface schemas and other technology solutions needed for implementation

Stage 5: Readiness	Validate Accela solution for Agency deployment via testing
Stage 6: Deploy	Move to Production ("Go Live") and Support

PROJECT TIMELINE

The term of this project is estimated at 9 months, with the estimated start date being 30 to 45 calendar days after contract signing.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. Byrne will use the baseline project schedule to plan and schedule resource availability in order to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Byrne will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

PROJECT MANAGEMENT

Byrne will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Byrne will provide Project Management services throughout the project up to 168 hours. The Byrne Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:

- Project plan management
- Change order management
- Issue log management and escalation
- Status reporting
- Project workspace management
- Resources management
- Work plan management
- Meetings management
- Project review with Project Executive

BILLING TERMS

COST SCHEDULE:

All Services fees detailed under the Premium Package below are invoiced upon commencing the project. The pricing described below is exclusive of taxes and expenses. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to

complete the project, a Change Order may be required prior for project continuation. Please see Change Order details below.

Byrne Software will endeavor not to exceed the total estimate amount without the prior approval of Customer; however Agency is responsible to pay all actual project hours worked. Byrne Software has the right to refuse to work additional hours should there be no remaining estimated hours and no Change Order issued to Carahsoft delineating additional hours.

Any estimated hours remaining on the project when Byrne Software has completed work will not be used for other work without a Change Order delineating the scope. Any estimated hours remaining on the project when Byrne Software has completed work will either terminate when the project is complete or expire on the term date of the agreement whichever is sooner.

Description	Cost
Project Initiation*	\$6,086.80
Asset Management (Premium Package)*	\$17,803.80
EDR**	\$16,738.70
ESRI Interface**	\$7,608.50
Encode Interface (assumes CSV)**	\$6,086.80
Payment Gateway Integration**	\$6,086.80
Firehouse Interface**	\$9,130.20
International Property Maintenance Code Interface**	\$6,086.80
Project Management**	\$25,564.56
Data Conversions*	\$42,607.60
Onsite EDR Training*	\$1,826.04
Onsite Training(Land,Licensing,Asset)*	\$13,695.30
GoLive Support*	\$6,086.80
Post Deployment Support and Transition to CRC*	\$6,086.80
Blanket hours for any additional configuration, scripting, etc. (up to 40 hours)**	\$6,086.80
Total***	\$177,582.30

*Byrne will perform the Services on a fixed fee basis based on: the nature and scope of the Services and associated Deliverables outlined in this SOW, the expected staffing requirements, project schedule. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and

roles and responsibilities of the Parties, as stated in this SOW. The Fixed-Fee price will be invoiced upon contract signing.

***These services are provided on a time and material basis plus any out of pocket expenses, unless documented in this SOW. The Agency will only be charged for the time spent to complete; if additional hours are required a change order must be first approved by the agency. Blanket Hours as specified above will expire as of the date of agency transition to Accela Customer Support (CRC). Byrne Software bills weekly for services provided the previous week. Billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments.*

****Travel expenses for Onsite Training not included in Total. Travel expenses are estimated not to exceed \$15,000. Only reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to the Agency. Agency will approve travel expenses before they occur. Travel expenses are estimated to not exceed \$15,000. Should the customer require more onsite trips than the 5 trips as assumed for this 9 month project, a Change Order will be required prior to additional travel commencing. The 5 onsite trips will be mutually agreed upon and scheduled accordingly. Byrne recommends onsite resources for Initiation, Best Practice Analysis, Training, UAT and Go Live.*

Payment Schedule

Payment #	Amount	Description
1	\$8,879.11	5% Due upon signing
2	\$17,758.23	Progress Payment 1
3	\$17,758.23	Progress Payment 2
4	\$17,758.23	Progress Payment 3
5	\$17,758.23	Progress Payment 4
6	\$17,758.23	Progress Payment 5
7	\$17,758.23	Progress Payment 6
8	\$17,758.23	Progress Payment 7
9	\$17,758.23	Progress Payment 8
10	\$17,758.23	Progress Payment 9
11	\$8,879.11	Retention
	\$177,582.30	Total (plus travel expenses)

EXPENSES:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Byrne Software expense policy. Carahsoft will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Carahsoft will work with Customer to manage and control its expenses in accordance with Byrne Software travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Customer's prior written consent. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past engagement experience.

It is estimated that travel expenses are not to exceed \$15,000.00

CONTRACT SUM:

The total amount payable under this Agreement is \$177,582.30 (exclusive of travel expenses).

The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency, and should this slippage result in material effort to Byrne in excess of the hours provided for in this document, Byrne will produce a change order at a rate of \$140.00 per hour for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Byrne. Change orders will need to be approved within three business days of delivery to avoid a halt of work on the engagement.

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, Agency must submit a written request to Byrne specifying the proposed changes in detail. Byrne shall submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services ("Change Order"). Byrne shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If Byrne's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by Byrne, Carahsoft, and Agency prior to commencing any activities defined in the changeorder. Standard blended rate for Byrne resources is \$140.00 per hour.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Agency Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed then the current scope and terms can be renegotiated. The terms of this SOW will expire 8 months from date of contract execution or the date of Agency transition to Accela Customer Support, whichever is sooner.

PROJECT PUT ON HOLD:

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Byrne in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Byrne can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a project is put on hold, at minimum, Byrne will need to draft a Change Order to keep some of the Byrne project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Byrne will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Byrne resourcing timelines.

Should the Agency become non-responsive to Byrne communications for a term of 30 calendar days regarding continuance of the project work, Byrne can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

GENERAL PROJECT ASSUMPTIONS

Scope and Timeline

- Scope is based on discovery sessions with Agency prior to the SOW development.
- “Go live” (system is in production) timeline assumes timely completion of Agency deliverables (including finalization of requirements / use cases / product catalog), availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline.
- Overall project plan will be mutually agreed to by Agency and Byrne project managers prior to final Configuration.
- Byrne will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Byrne and Agency will escalate according to the Communication Plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. Sample templates are available to Agency upon request.

Training

- The Agency will provide adequate training rooms/space with sufficient computing capability and network access as needed.
- The Agency project team will provide the necessary staff resources to complete training needs analysis and assist with training planning.
- The Agency is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Byrne is not responsible for making alternative arrangements for missed training.
- The Agency will be responsible for additional end user training including training logistics, training scheduling, and the printing of training materials. The Agency will confirm the total number of training rooms needed for the project duration after Agency approval of the draft training strategy.
- Agency users will have basic computer skills. Byrne is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
 - End users – proficient in Windows environment and Internet environment, as well as working knowledge of Agency business processes and functions.
 - Technical staff – in addition to the above skills, technical users should have knowledge of:
 - Moderate to advanced technical knowledge of database design, database usage, syntax management, and java scripting.
 - Familiarity with existing system source data
 - Familiarity with existing system design and structure

Testing

- Agency is responsible for writing any User Acceptance Test Scripts. Testing Scripts encompass the daily work practices of the business. An example of a test script would be accepting an application through approving the application, taking fees and printing any reports, outlining the process start to finish. Agency is responsible for System Integration Testing

Go Live and Go Live Support

- “Go Live” definition is that the Accela software is up and running in production. If an Agency moves to production, i.e. “Goes Live” it is deemed to have accepted the product and shall comply with any payment obligation for “Move to Production”, “Go-Live” and/or “Acceptance”. There may be post go-live issues that are being supported during this time; however any financial obligations the Agency may have to Byrne based on “Go live”, commence on the date the software is available in production.
- Byrne consulting resources will support Agency after “Go Live” until the date of transition to Accela's Customer Support. Transition date defined in the Statement of Work.

Project Completion

- The project is complete once the transition to Accela's Customer Support has been completed. If applicable, the specific deliverable acceptance process and financial obligation for “transition to Accela's Customer Support” or “project completion” will commence on the date the transition to Accela's Customer Support.

Acceptance

- For non-deliverable based payment agreements, at minimum, it is requested that Agency sign acceptance for a minimum of the major phases of the project typically: Initiation, Analysis, Foundation, Build, Readiness, and Deployment (as specified in Appendix E). Each phase should be signed off prior to commencing work on the next phase. Byrne respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

PROJECT ASSUMPTIONS

- Agency and Byrne will review their roles and responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope, requested by the Agency may require a Change Order to reimburse Byrne for the additional costs associated with the change.
- Agency will provide work space for the Delivery Team for work completed on Agency premises if onsite work is needed. We anticipate no more than 1 staff member onsite at any given time.
- Byrne will implement the known features and functions that exist in the current Civic Platform version deployed in the Civic Cloud at the time of the contract signing. Should a new version of the Civic Platform become available during the project implementation, the Agency can request the enhanced features, but it may require a Change Order to reimburse Byrne for the additional cost associated with the change or Agency can implement the enhancement after project go-live.
- Byrne is not responsible for data stored in the Accela cloud. Any data related requests from the Agency will have to go directly to Accela.
- Byrne is not responsible for service level agreements in relation to Accela Cloud Hosting. Agency to discuss directly with Accela.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency is responsible for proper desktop hardware/software/network preparation in accordance with Accela specifications.
- Agency is responsible to ensure agency participants have adequate hardware/software to successfully participate in online training (i.e. video and audio streaming).
- Agency will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Agency staff participation is imperative to the successful, and timely, implementation of the project deliverables.
- Agency is responsible for hosting any interface outlined in this SOW.

PROJECT RESOURCING ASSUMPTIONS

Agency Resourcing

- Agency will provide a dedicated Project Manager throughout the course of the implementation.
- Agency will provide the implementation services for implementing the Land and Licensing modules.
- Agency Project Manager will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities. Estimated time commitments for resources are outlined in Appendix A.
- Agency has committed to the involvement of key resources and Subject Matter Experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Agency agrees during the Initiation Phase of the project to assign a single designated approver for each major project deliverable. The Project Manager will be responsible for overseeing and/or directly participating in the design and development, and will work with the designated approver for the approval of the deliverable. Agency may make changes to designated approvers with written notification to Byrne a minimum of one month before a deliverable is due.
- Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Agency will commit project sponsors and all necessary stakeholders and Subject Matter Experts (SME's) during the project kickoff.
- Agency will commit all necessary SME's and IT personnel during the requirements and design phase for the appropriate sessions as outlined by the Byrne Project Manager during Kick-Off preparation.

Byrne Resourcing

- Byrne has assumed that project team will need to be on-site as appropriate and mutually agreed upon. Any additional on-site consulting will be at the mutual agreement of Agency and Byrne Project Manager.
- Byrne personnel will attend Agency executive steering committee meetings as needed.
- In the pricing, Byrne has assumed the appropriate resourcing to ensure deployment success for the scope outlined.
- Byrne will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Byrne will provide Project Management services throughout the project.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order.

Third Party Resourcing

- Byrne is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Byrne project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.

PAYMENT ASSUMPTIONS

General

- Invoices are due net 30 of the invoice date.

ACCELA SOLUTION ASSUMPTIONS

General

- Agency shall provide the necessary tools, accounts, and permissions that will enable Byrne to access the Agency's internal network for the purpose of remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Byrne will implement the most current version of Accela Automation at the time of go-live.
- For use with Accela Citizen Access, Agency will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- Agency is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.
- Byrne will be responsible for implementing a functioning version of the application software at the Agency (assuming the Agency has installed the proper hardware, software, and networking devices).
- Agency will ensure that Byrne resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide Byrne with access to test and development environments for each Agency system that requires integration with Accela Automation.
- Assumes a best practice implementation.
- Bluebeam is out of scope for this effort.

Data Conversion

The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed as a change order.

General Information AND Requirements for Historical Conversions

The standard data conversion includes the conversion of transactional data to the Accela Automation database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.

- Byrne will perform unit testing of the conversion program including spot checks of the data within Accela Automation in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before Byrne will begin the data conversion mapping effort.

Data Conversion Assumptions

- "As-Is" Approach: Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation "As-Is". All data cleanup must occur prior to execution into Accela Automation.
- Accela Data Conversion Tools: Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and

prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.

- Agency to provide appropriate Subject Matter Experts related to existing data.
- Acceptable Data Formats For Historical Conversion: It is expected that the Conversion Source Data be available in AS/400, Oracle 10g/11g or Microsoft SQL Server 2008R2 or above database format.
- Acceptable Data Formats For Reference Conversion: It is expected that the Conversion Source Data be available in AS/400, Oracle 10g/11g, Microsoft SQL Server 2008R2 or above, or pipe delimited flat file format (for APO data only).
- Documents: Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services ("ADS") in Accela Automation, provided the Agency provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). See Standard Document Migration for additional details.
- Conversion Machine: The agency will provide a Conversion Computer that has connectivity to the legacy source systems and the Accela databases. The conversion computer can be a MS-Windows 7 or above physical machine or virtual machine.

Standard Document Migration

- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Automation EDMS systems. In the event a 3rd party EDMS is used by Accela Automation, it is still possible to convert documents if the 3rd party interface supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database they must be extracted into a windows file system by the agency prior to be evaluated for conversion.

ADMINISTRATION

LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

Please indicate below the primary Agency location which will benefit from the services covered under this SOW.

Work Location:	118 South Cage Blvd., 1 st Floor Pharr, TX 78577
-----------------------	--

Please indicate below the key Agency contact that will be responsible for Project Management:

Name:	Jose Pena
Title:	Director
Phone Number(s):	956.402.4900
Email:	jose.pena@pharr-tx.gov

APPENDIX

APPENDIX A: PROJECT RESOURCES

AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the Byrne Project Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

Agency Resources	Description	Hours per week	Hours per week
		Implementation Estimate	Support Estimate
Project Sponsor	Responsibilities include: • Ultimate responsibility for the success of the project, • Creating an environment that promotes project buy-in, • Driving the project through all levels of the agency, • High-level oversight throughout the duration of the project, • Serving as the primary escalation point to address project issues in a timely manner.	2 Hours* (*Might be higher during initiation)	2 Hours
Project Manager	Responsibilities include: • Overall administration, coordination, communication, and decision- making associated with the implementation; • Planning, scheduling, coordinating and tracking the implementation with Byrne and across departments within the agency; • Ensuring that the project team stays focused, tasks are	40 Hours	10 Hours

	completed on schedule, and that the project stays on track.		
Division/Departmental Business Leads	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: • Attending requirements workshop sessions; • Willing and able to gather data and make decisions about business processes; • Assist in the creation of specifications for reports, interfaces & conversions • Review and test the system configuration; • Participating in the implementation of the Accela Automation solution.	1 (minimum) superuser/liaison FTE per department. 50-75% dedication of a 2-3 resources per department for 4-6 weeks. End-user training period is 2-3 FTEs for 4 weeks at about 50% dedication. Go-Live activities will require 2-3 FTEs at 80% dedication.	2 Hours
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: • Being trained on the Accela Automation system at a System Administration level; • Being fully engaged in the Business Analysis and system configuration activities; • Assist internal efforts towards the creation of reports, interfaces & conversions; • Assist in the review and testing of the system configuration; • Actively participate in the full implementation of the Accela Automation solution.	2 Individuals, 30 Hours	40 Hours
Technical Lead	Responsibilities include:	40 Hours	5 Hours

	• Primary responsibility for the technical environment during the software implementation; • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards; • Work with Byrne technical personnel during implementation; • Maintain test and production databases; • Perform day-to-day maintenance of the system and install maintenance releases; • Act as the primary technical resource for troubleshooting problems; • Establish and maintain backup, archival, and other customary maintenance and housekeeping activities.		
Report Developer	Responsibilities include: • Understanding reporting needs of Agency • Ability to write or amend reports as the Agency's report needs grow	40 Hours during reporting phase of project	20-40 Hours

BYRNE RESOURCES

Byrne will assign key Professional Services resources for this engagement with Agency. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Byrne's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Agency resources assigned to the effort. The main roles are as follows:

Byrne Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will

	meet with Agency Executives monthly or upon request throughout the duration of the project.
Project Manager	The Byrne Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including: • Project plan management, • Change order management, • Issue log management and escalation, • Status reporting, • Project workspace management, • Resources management, • Work plan management, • Meetings management, • Project review with Project Executive. In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.
Senior Implementation Consultant	The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for: • Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design, • Leading system configuration activities, • Providing training/mentoring to agency staff, • Recommend industry best practices to agency to enhance business processes, • Guide agency on how best to configure the system based on past experiences and software expertise.
Implementation Consultant	Implementation Consultant resources support the project and typically focus on the following tasks. • The configuration of the system to match the system configuration document. • Build activities within the project, such as conversion data mapping, creation of reports and interface specification.

Technical Consultant	Byrne Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as: • Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela CitizenAccess), • Report definition and creation, • Event Manager Script definition and programming, • Database Conversions and data mapping assistance, • Interface specifications and development.
Training Consultant	Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.

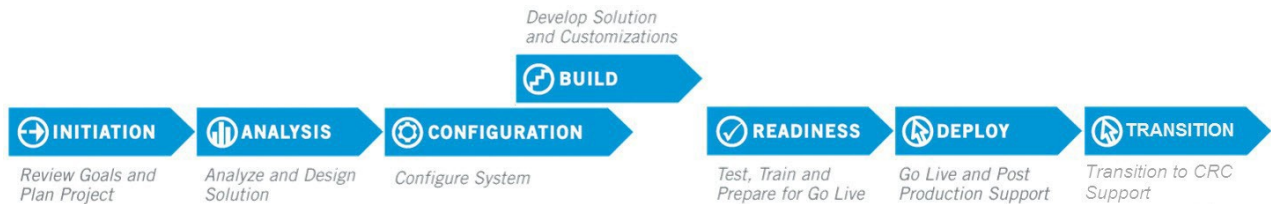
APPENDIX B – ACCELA IMPLEMENTATION METHODOLOGY

Byrne will deliver its Services to the Agency by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below.

IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Methodology



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that Byrne and the Agency understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

INITIATION

Initiation represents the first stage in the lifecycle. During this stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed.

ANALYSIS

Analysis is the second stage in the lifecycle. It is during this Phase that Byrne gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and Accela Automation capabilities. A key output of this Phase is a Best Practice Template Record Type document which serves as the 'foundation' for configuration of Accela Automation to support germane elements of the Agency configuration vision.

SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Automation will be built to match the configuration processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc.) types that were agreed to during the Analysis phase.

BUILD

Build serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage

beyond the Solution Foundation will be implemented. This includes conversions, event scripts, interfaces and reports.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Automation is fully tested, errors are identified, documented and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs.

DEPLOY

Deploy is the sixth and final stage in the lifecycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked and completed, and post-production analysis and review is completed. Upon moving to production, the Accela Automation applications are transitioned to Accela Customer Support for ongoing support. A formal transition will occur between the Services team and the Accela Customer Support that instructs the agency on available communication channels (telephone, email, and online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to Accela Customer Support.

APPENDIX C – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Byrne Software Technologies, Inc.

YOUR NAME

YOUR TITLE

Tel:

B

Email this document as an
attachment to:

YOUR EMAIL

OR

Date:	
Agency Name:	
Approving Agency Manager:	
Byrne Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that Byrne has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

Agency agrees that Byrne has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Agency Name

Signature

Title

Date

APPENDIX D – CHANGE ORDER

SAMPLE CHANGE ORDER – PAGE 1

Agency: _____ CO #: _____
 Project Code: _____ Date: _____
 Contract #/ PO #: _____
 Initiating Department: _____
 Initiated By: _____
 Change Category: ☐ Product ☐ Project ☐ Contract ☐ Maintenance

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. Log File

- Issue details / scope impact:
- Schedule impact:
- Resource impact:
- Cost impact:

Total Project Schedule Impact:

Total Project Resource Impact:

Total Project Cost Impact:

DISPOSITION COMMENTS:

Disposition: ☐ Approved ☐ Rejected ☐ Closed ☐ See Comments
 Date: _____

Accepted By: Agency	Accepted By: Byrne Software Technologies, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

APPENDIX E – DETAILED SCOPE

WORK DESCRIPTION

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, Byrne will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

STAGE 1 - INITIATION

DELIVERABLE 1: PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and Byrne expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first meeting conducted between the Agency and Byrne after the signing of the Statement of Work.

In conjunction with the Agency representatives, Byrne will perform the following tasks:

- Finalize staffing for the project teams.
- Conduct a formal Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Provide Accela standard Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and Byrne.
- Finalize an integrated baseline project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

In terms of specific output, the following will be executed for this deliverable:

- Project Charter
- Baseline Project Plan
- Project Status Report Template
- Project Kickoff Presentation

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by Byrne to deliver Services.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Byrne's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.
- Provide suitable Agency facilities to accommodate training.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training.

Acceptance Criteria:

- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Review and acceptance of the Project Charter
- Completion of the Project Kickoff Meeting

DELIVERABLE 2: CIVIC PLATFORM SETUP – LAND, LICENSING, ASSETS

Upon Contract signing, Byrne will work with Accela to setup an environment in the Civic Cloud and load the Accela Best Practice Templates for land management, licensing, and asset management. Additionally, the environment will be licensed according to the Agency sales order form and will be subject to Accela's Subscription Terms and Conditions.

In terms of specific output, the following will be executed for this deliverable:

- URL's and login information for each environment

Specifically, Byrne will perform the following tasks within the support environment:

- Verify that the Civic Platform is operational by using the valid credentials to log into the Agency's computing environment.
- Setup the software licensing in the Accela cloud per the agreed to sales order form
- Install the Accela Land Management Best Practices Template Configurations
- Setup ESRI base maps with geocoding and routing
- Setup the mobile applications gateway for use of field applications

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Setup the Civic Platform in Accela's Civic Cloud.
- Provide desktop requirements documentation to Agency.
- Provide instructions on how to login/logout and view the loaded Best Practice Templates

Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by Accela.
- Arrange for the availability of appropriate Agency staff to assist with inquires and activities related to system installation, setup, testing, and quality assurance throughout the setup process.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of ability to log into the Civic Platform using the valid credentials

STAGE 2 – BEST PRACTICE ANALYSIS**DELIVERABLE 3: SET UP OF BEST PRACTICE TEMPLATE CONFIGURATION – ASSETS**

The Civic Platform subscription includes turn-key best practice configurations in the specific domains of Land Management. These solutions include all of the record types listed below and other items needed to conduct government business such as data items, inspections and workflow.

Byrne resources will set up Best Practice Templates for assets per the existing data sheets. The following is a list of asset types that are included:

Asset Management**Electric**

Pole	Power Line	Repeater	
------	------------	----------	--

Facilities

Building	Complex	Property	
Camera	Plant Equipment	Shelter	

Fleet

Equipment	Vehicle		
-----------	---------	--	--

Parks

Land Area	Landscape	Park	
-----------	-----------	------	--

Sewer

Culvert	Backflow Preventer	Node	Wastewater Treatment Plant
Curb and Gutter	Main	Pump	Lift Station
Valve	Manhole	Service Line	Meter

Storm

Backflow Preventer	Lift Station	Node	Storage Basin
Channel	Main	Pump	Inlet
Levee	Manhole	Service Line	

Street

Bridge	ITS	Segment	Substation
Curb and Gutter	Sidewalk	Sign	Support
Intersection	Light	Signal	Tree

Water

Fluid Storage Unit	Manhole	Pump Station	Valve
Hydrant	Meter	Service Line	
Backflow Preventer	Node	Storage Unit	
Main	Pump	Treatment Plant	

Service Request

Abandoned Vehicle	Graffiti	Leaking Fire Hydrant	Sub-Standard Property
Animal Nuisance	Home Occupation	Pothole	Tall Grass and Weeds
Excessive Noise	Illegal Occupancy	Snow Removal	Trash Removal
Fence Dispute	Illegal Sign	Street Flooding	Tree Maintenance
Grading Complaint	Junk on Property	Street Light	Vacant Building
Working Without Permit			

Specifically Byrne resources will:

- Log into the Agency environment to ensure the best practice configuration is successfully loaded and provide user credentials to Agency, in case Agency staff would like to view loaded configuration
- Provide the Agency with the Accela Best Practice Template Datasheet documents
- Turn off/disable the record types the Agency identifies from the provided datasheets that will not be used during the project implementation, both for Civic Platform and/or for CitizenAccess
- Turn off/disable the data fields the Agency identifies from the provided datasheets that will not be used during the project implementation, both for Civic Platform and/or for CitizenAccess

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Verify the record types and data fields disabled in Agency environment, based on Agency feedback.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.

- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents. Agency staff must review the datasheet documents and indicate which record types and data fields the project team will disable/turnoff.
- Agency staff must provide record type and data field feedback based on Byrne and Agency agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of turned off/disabled record types and data fields by logging into Civic Platform with valid credentials.

STAGE 3 – SOLUTION FOUNDATION

DELIVERABLE 4: WORK ORDER STATUS GROUP DISTINCT UPDATES - ASSETS

Byrne will provide up to twenty (20) distinct updates to the existing work order status group configured in the deployed Best Practice Templates. Using the Accela Best Practice Template Datasheets, the Agency will indicate which work order status values to rename, add or remove. Distinct work order status group updates include renaming, adding or removing a work order status result. Each edit, update or removal of a work order status result is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Accela Best Practice Template Data sheet documents
- Update the work order status group with distinct status result updates (up to 20) in the environment, based on the Agency feedback.
- Verify the work order status group in environment, based on Agency feedback.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Staff participants have successfully read and completed the recommended online course content
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Agency staff must provide a list of distinct work order status group updates based on Byrne and Agency agreed upon project plan timeline
- Agency staff must review and test all work order status group configuration and provide feedback to Byrne based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of distinct work order status group updates by logging into Civic Platform with valid credentials.

DELIVERABLE 5: WORK ORDER RECORD TYPE CONFIGURATION - ASSETS

Byrne will configure up to ten (10) new work order record types, not already represented in the Accela Best Practice Templates, such as Street Striping or Hydrant Painting. Byrne will use the existing, preconfigured work order record components, like work order status result or document status.

Note: If Agency requires a new work order record type created from scratch, the Byrne team can scope the level of effort as a separate deliverable item and may result in a Change Order request.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Accela Best Practice Template Data sheet documents
- Configure up to ten (10) new work order record types using existing, preconfigured record components, such as work order status result or document status, based on Agency feedback
- Verify the new work order record types configured in environment, based on Agency feedback.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Agency staff must provide a list of the new work order record types (up to 10) to Byrne, which include record type levels, w name and the applicable record components, like document code, record status result, etc., based on Byrne and Agency agreed upon project plan timeline
- Agency staff must review and test all work order record type configuration and provide feedback to Byrne based on the agreed upon project plan timeline
 - Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of configured work order record types by logging into Civic Platform with valid credentials.

DELIVERABLE 6: ASSET GROUP CONFIGURATION - ASSETS

The Best Practice Template configuration contains preconfigured asset groups: Electrical, Facility, Fleet, Parks, Sewer, Storm, Street, and Water. Byrne will provide up to five (5) new asset groups, not already represented in the Accela Best Practice Templates, such as Roadway. Each new asset group setup is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Accela Best Practice Template Data sheet documents.
- Setup new asset groups (up to 5) in the environment, based on Agency feedback.
- Verify the new asset group configuration.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Provide a list of the new asset groups based on Byrne and Agency agreed upon project plan timeline
- Arrange for the availability of appropriate Agency staff to review the asset groups configured and provide feedback to Byrne based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of the asset group setup by logging into Civic Platform with valid credentials.

DELIVERABLE 7: ASSET TYPE CONFIGURATION - ASSETS

The Best Practice Template configuration contains sixty-two (62) preconfigured asset types. Byrne will provide up to twenty (20) new asset types, not already represented in the Accela Best Practice Templates, such as furnace, air conditioner, or lake. Byrne will associated the new asset type to an existing asset groups and asset attribute groups. Each new asset type setup is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Accela Best Practice Template Data sheet documents.
- Setup new asset types (up to 20) in the environment, based on Agency feedback.
- Verify the new asset type configuration.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Provide a list of the new asset types (up to 20), along with the specific asset group and asset attribute group to associate based on Byrne and Agency agreed upon project plan timeline
- Arrange for the availability of appropriate Agency staff to review the asset groups configured and provide feedback to Byrne based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of the asset types setup by logging into Civic Platform with valid credentials.

DELIVERABLE 8: ASSET ATTRIBUTE CONFIGURATION - ASSETS

The Agency can request up to **forty (40)** new asset attribute data fields configured, using existing asset attribute configuration components, such as attribute group, unit type, value data type, etc. Byrne will associate the new asset attribute to a specific asset template or a newly defined asset template to ensure information is tracked for the asset type according to the Agency business process, such as Number of Tires or Degree of Incline. Byrne will configure each new asset attribute data field using one of seven (7) data types: text, date, y/n radio button, number, dropdown list, comment text area, or time.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Accela Best Practice Template Data sheet documents.
- Setup new asset attributes (up to 40) and associate to an asset template in the environment, based on Agency feedback.
- Verify the new asset attribute configuration.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Provide a list of the new asset attributes (up to 40), and indicate which asset template to associate, based on Byrne and Agency agreed upon project plan timeline
- Arrange for the availability of appropriate Agency staff to review the asset attributes configured and provide feedback to Byrne based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of the asset attribute data fields are setup by logging into Civic Platform with valid credentials.

DELIVERABLE 9: RESOURCE COST ITEM CONFIGURATION - ASSETS

The Best Practice Template configuration contains preconfigured cost types: Contractor, Equipment, Labor, Material and Vehicle. Byrne will provide up to **forty (40)** new cost items, such as Joe Smith, gravel or Backhoe #7 using the existing cost item components, such as cost type, default cost factor and unit of measure. Each new cost item setup is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Accela Best Practice Template Data sheet documents.
- Setup new cost items (up to 40) in the environment, based on Agency feedback.
- Verify the new cost item configuration.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Provide a list of the new cost items, along with the cost type, cost item name, default cost factor, rate, unit of measure, etc. based on Byrne and Agency agreed upon project plan timeline
- Arrange for the availability of appropriate Agency staff to review and test the cost items configured and provide feedback to the Byrne based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of the cost items setup by logging into Civic Platform with valid credentials.

DELIVERABLE 10: EXISTING USER GROUP PERMISSION DISTINCT UPDATES - ASSETS

Byrne will provide up to **ten (10)** distinct updates to the existing user group permissions configured in the deployed Best Practice Templates. Using the Accela BPT Roles and Functions Matrix document, the Agency will indicate which permissions need to be updated for the user group role. For example, if the Agency wants to remove the delete work order permission from the 'Daily' user role, this will be an update to remove access to the current role defined. Each permission update, add or removal of access for a defined user role is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Deliver and provide instructions on the Accela Roles and Functions Matrix document
- Configure up to five (5) distinct updates to the existing user group permissions, based on Agency feedback
- Verify the updated user group permissions configured in environment, based on Agency feedback.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Roles and Functions Matrix document.
- Agency staff must provide a list of the user group permission updates (up to 5) to Byrne, which include function name and identified role based on Byrne and Agency agreed upon project plan timeline.
- Agency staff must review user group configuration and provide feedback to Byrne based on the agreed upon project plan timeline.
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of configured user group permissions by logging into Civic Platform with valid credentials.

DELIVERABLE 11: NEW USER GROUP PERMISSION WITH DISTINCT UPDATE CONFIGURATION - ASSETS

The Agency can request up to five (5) new user group permissions created, by copying or cloning an existing, defined user group deployed from the Best Practice Template with up to three (3) distinct updates per new user group permission created, such as add or removal of access for the defined user role. The newly defined user group can be associated to a named staff user account login. For example, if the Agency would like to define a new user role, such as crew lead or supervisor, Byrne will copy/clone an existing user group and create a new role with permission updates if needed. Each permission update, add or removal of access for a defined user role is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Deliver and provide instructions on the Accela Roles and Functions Matrix document
- Configure up to two (2) new user group permissions by copying/cloning existing user groups deployed from Accela Best Practice Template with up to three (3) distinct updates per new user group role created, based on Agency feedback
- Verify the new user group permissions configured in environment, based on Agency feedback.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Roles and Functions Matrix document.
- Agency staff must provide a list of the new user group permissions (up to 2) and the permission updates (up to 3) to Byrne, which include name of new user group role, which user group to copy, the function names to update based on Byrne and Agency agreed upon project plan timeline.
- Agency staff must review user group permission configuration and provide feedback to Byrne based on the agreed upon project plan timeline.
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of configured user group permissions by logging into Civic Platform with valid credentials.

STAGE 4 - BUILD

DELIVERABLE 12: PROPERTY DATA UPLOAD - XAPO

Byrne will setup an initial, mapping from Agency's GIS for Address, Parcel, and Owner data set from the Agency's supplied mapping service(s). This means, that upon setup of Agency's GIS configuration, data will be available and handled by Agency staff using Accela GIS Admin site(s). When changes occur regarding property, such as ownership changes or a new set of addresses are added to the agency, as long as Agency GIS contains this data it will be available live for retrieval into Accela.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Configure the mapping from GIS through Accela's GIS admin tool.
- Provide and explain the Accela XAPO mapping document.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela XAPO mapping document
- Provide public facing and accessible map layers needed to meet agency's needs
- Agency staff must review mapping within Accela and provide feedback to Byrne based on the agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Successfully search for and retrieve of Address, Parcel, and Owner information by logging into the Civic Platform with valid credentials.

DELIVERABLE 13A: LICENSED PROFESSIONAL DATA UPLOAD - LAND

Byrne will provide an initial, one-time load of the Agency reference licensed professional data set. This means, that upon go live and when the data is provided by the agency, staff will have an initial reference licensed professional data set loaded in the system ready for use, with updates to that data handled by Agency staff using Accela screens. When changes occur regarding licensed professional information, such as name changes or a new address, staff would manually enter those changes directly within the solution. The Agency must provide the valid licensed professional data set in the acceptable pipe delimited text file format. The conversion effort will occur a maximum of three (3) times.

DELIVERABLE 13B: LICENSED PROFESSIONAL DATA UPLOAD - LICENSING

Byrne will provide an initial, one-time load of the Agency reference licensed professional data set. This means, that upon go live and when the data is provided by the agency, staff will have an initial reference licensed professional data set loaded in the system ready for use, with updates to that data handled by Agency staff using Accela screens. When changes occur regarding licensed professional information, such as name changes or a new address, staff would manually enter those changes directly within the solution. The Agency must provide the valid licensed professional data set in the acceptable pipe delimited text file format. The conversion effort will occur a maximum of three (3) times.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Convert the provided acceptable pipe delimited text file format into Civic Platform, maximum of up to 3 times.
- Provide and explain the Accela Licensed Professional Conversion Guide document

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela Licensed Professional Conversion Guide document
- Provide licensed professional data in acceptable pipe delimited text file format
- Agency staff must review property data conversion and provide feedback to Byrne based on the agreed upon project plan timeline.

- Staff have a total of two (2) times to review and make the necessary changes/updates to the converted licensed professional data. The third licensed professional data conversion will be the final conversion effort before the go-live promotion to the production environment.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Successfully search for and retrieve loaded Licensed Professional information by logging into the Civic Platform with valid credentials

DELIVERABLE 14A: EXPRESS HISTORICAL DATA CONVERSION - LAND

Byrne will provide an initial, one-time load of the Agency historical, legacy transaction record types, such as completed permits, completed applications or closed violation incidents. Byrne will provide and explain the Accela Express Historical Data Conversion Document which details the data conversion process, the required data source format of pipe delimited text file format, and resulting data properties. The conversion effort will occur a maximum of three (3) times.

DELIVERABLE 14B: EXPRESS HISTORICAL DATA CONVERSION - LICENSING

Byrne will provide an initial, one-time load of the Agency historical, legacy transaction record types, such as completed permits, completed applications or closed violation incidents. Byrne will provide and explain the Accela Express Historical Data Conversion Document which details the data conversion process, the required data source format of pipe delimited text file format, and resulting data properties. The conversion effort will occur a maximum of three (3) times.

DELIVERABLE 14C: EXPRESS HISTORICAL DATA CONVERSION - ASSETS

Byrne will provide an initial, one-time load of the Agency historical, legacy transaction record types. Byrne will provide and explain the Accela Express Historical Data Conversion Document which details the data conversion process, the required data source format of pipe delimited text file format, and resulting data properties. The conversion effort will occur a maximum of three (3) times.

In terms of specific output, the following will be executed for this deliverable:

- Historic completed permits are to be converted into a single record in the Civic Platform called "Historic". A single historic record can be available per module implemented, with the following data populated when provided:
 - Base record information such as permit number, work description, date opened, date closed
 - Record based data items
 - Transactional property and people, including Addresses, Parcels, Owners, Licensed Professionals, and Contacts
 - Inspection History
 - Total invoiced, total paid, and balance

All other historic data is not converted, examples include reference people and property and relationships of those items to records, workflow and history, detailed fees and payment.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Convert the provided acceptable pipe delimited text file format into Civic Platform, maximum of up to 3 times.

- Provide and explain the Accela Express Historical Data Conversion Document

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela Express Historical Data Conversion document
- Provide historical data in acceptable pipe delimited text file format
- In process permits are to be entered manually into Civic Platform or finished in current system before cut off of last conversion effort. Only completed and/or closed service records will be converted.
- Agency staff must review and test historical transaction conversion and provide feedback to Byrne based on the agreed upon project plan timeline
 - *Staff have a total of two (2) times to review and make the necessary changes/updates to the converted historical data. The third historical data conversion will be the final conversion effort before the go-live promotion to the production environment.*
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Historical data has been converted to Civic Platform in a single record type according to the Accela Express Historical Data Conversion Document.

DELIVERABLE 15: ESRI – INTERFACE ANALYSIS AND DEVELOPMENT

In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Byrne in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Byrne will provide a program to integrate 3rd Party data to/from Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment
- Byrne will perform up to 50 hours for ESRI Interface.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).

- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.
- Agency is responsible for hosting the interface

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document in the Test environment.

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 16: ACCELA ELECTRONIC DOCUMENT REVIEW (EDR)

Byrne will configure the Accela EDR solution for the Agency to review and markup electronic documents. The Accela EDR solution integrates with a third party solution, Adobe Acrobat, to enable to the Agency to review, markup and append the reviewed document to the associated record. The Adobe Acrobat solution must be procured by the Agency in order to use the Accela EDR functionality.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Configure Accela EDR workflows for up to three (3) Best Practice Template (BPT) record types
- Byrne will perform up to 110 hours for this effort

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela EDR configuration document
- Install Adobe Acrobat for all computers for Agency staff who will leverage the Accela EDR solution
- Test the configured workflows
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Successfully test the Accela EDR workflows for up to three (3) Best Practice Template (BPT) record types

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 17: ENCODE INTERFACE

In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Byrne in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Byrne will provide a program to integrate 3rd Party data to/from Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment
- Byrne will perform up to 40 hours for the Encode Interface
- This effort assumes a manual CSV interface approach, If this approach is not agreed upon, then a Change Order must be created for any additional effort.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.
- Agency is responsible for hosting the interface

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document in the Test environment.

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE18: PAYMENT GATEWAY INTEGRATION

Setup the payment processing gateway for supported vendors. Currently, the Civic Platform inherently supports Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchants.

In terms of specific output, the following will be executed for this deliverable:

- Operational Interface in the Development or Test environment
- Byrne will perform up to 40 hours for the Payment Gateway Interface

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document in the Test environment.

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE19: FIREHOUSE INTERFACE

In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Byrne in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Byrne will provide a program to integrate 3rd Party data to/from Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment
- Byrne will perform up to 60 hours for the Firehouse Interface

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on these specifications.

- Build all aspects of the interface that interact directly with the Accela Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.
- Agency is responsible for hosting the interface

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document in the Test environment

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 20: INTERNATIONAL PROPERTY MAINTENANCE CODE INTERFACE

In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Byrne in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Byrne will provide a program to integrate 3rd Party data to/from Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment
- Byrne will perform up to 40 hours for the International Property Maintenance Code Interface

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on these specifications.
- Build all aspects of the interface that interact directly with the Accela Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.
- Agency is responsible for hosting the interface

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document in the Test environment.

Acceptance Review Period:

- Ten (10) business days total

STAGE 5 - READINESS**DELIVERABLE 21: ONSITE CIVIC PLATFORM TRAINING & EDR**

Byrne will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Byrne is to educate Agency resources on all aspects of Accela Automation in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following will be executed for this deliverable:

- Accela Automation Admin Usage (1 day), onsite, up to 10 students
- Accela Automation End User (2 days), onsite, up to 12 students
- Accela Automation Event Manager Scripting – Basic (1/2 day), onsite, up to 7 students
- Accela Ad-Hoc Reporting (1/2 day), onsite, up to 7 students
- Accela Citizen Access (1/2 day), onsite or remote, up to 12 students
- Accela Electronic Document Review (1/2 day), onsite, up to 12 students

Byrne Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the projects success
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:

- Execution of listed training courses.

STAGE 6 - DEPLOY**DELIVERABLE 22: GO LIVE SUPPORT & POST DEPLOYMENT SUPPORT AND TRANSITION TO ACCELA CUSTOMER SUPPORT**

This deliverable is comprised of Go Live Support and the post- Production support assistance that Byrne will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Byrne will provide support immediately following deployment (go-live), up to 40 hours

Byrne will work with the Agency to identify and address issues identified during this period using a Post Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Byrne, as well as any other issues that the Agency wishes to track (outside of scope, phase 2, etc.). Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Automation. Specifically, Byrne will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

At the end of the support period, Byrne will provide a final copy of the issue tracker to the customer and disable the list. Additionally, a formal meeting will be scheduled with the Agency, Byrne Services Team, and Accela ACCELA CUSTOMER SUPPORT for the purpose of transitioning support of future issues and question from the Agency to Accela ACCELA CUSTOMER SUPPORT.

In terms of specific output, the following will be executed for this deliverable:

- One staff member available for week of go-live
- Byrne will perform up to 20 hours for the week of go-live
- Byrne will perform up to 40 hours of remote services for post deployment support and transition to CRC. This effort will be performed over 1 week following the week of go-live.
- Transition of Agency from Services team to Customer Resource Center for ongoing support

Byrne Responsibilities:

- Provide post-production support for Accela developed configuration and components
- Assist with the identification of issues for the Post Production Issues List
- Assist with issues that may arise related to the deliverables in this SOW

- Transfer ongoing support of the client and to the ACCELA CUSTOMER SUPPORT to address any post Production issues that require remediation

Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Byrne will perform up to 20 hours of Go Live support for the week of go-live.
- Byrne will perform up to 40 hours of remote services for post deployment support and transition to CRC. This effort will be performed over 1 week following the week of go-live.
- Official transfer from the Byrne Services project team to the Customer Resource Center (ACCELA CUSTOMER SUPPORT)

Acceptance:

Accepted By:

Byrne

Authorized Signature

Name - Type or Print

Title

Date

Accepted By:

Pharr, TX

Authorized Signature

Name - Type or Print

Title

Date

Carahsoft Technology Corporation

Daniela Canedo
Authorized Signature

Daniela Canedo
Name - Type or Print

Account Representative

Title

2/23/2018

City of Pharr
Accela Project Cost Summary

PROJECT #1718-01-527-P010-001 Development Services - Accela Software Subscription Project

Initial				5% Disc-Deadline 12/31/2017			January 2018			February 2018
Licenses	Qty	Price	Total	Qty	Price	Total	Qty	Price	Total	
Users	55	\$ 2,365.20	\$ 130,086.00	55	\$ 2,246.94	\$ 123,581.70	70	\$ 1,907.93	\$ 133,555.10	18% Discount/User
Citizens	75,382	\$ 0.027	\$ 2,035.31	75,382	\$ 0.0257	\$ 1,937.32	77,320	\$ 0.0200	\$ 1,546.40	
			\$ 132,121.31			\$ 125,519.02			\$ 135,101.50	
										\$ 135,101.50

PROJECT #1718-01-527-P011-001 Development Services - Accela Implementation Project

Implementation - Byrne Software Technology

										Difference
Land Management	\$	33,670		\$	33,670		\$	-	\$ (33,670.00)	\$ -
Licensing Management	\$	37,570		\$	37,570		\$	-	\$ (37,570.00)	\$ -
Asset Management	\$	16,380		\$	16,380		\$	17,803.80	\$ 1,423.80	\$ 17,803.80
Data Conversions	\$	37,440		\$	37,440		\$	42,607.60	\$ 5,167.60	\$ 42,607.60
Project Management	\$	26,000		\$	26,000		\$	25,564.56	\$ (435.44)	\$ 25,564.56
Onsite EDR Training	\$	1,560		\$	1,560		\$	1,826.04	\$ 266.04	\$ 1,826.04
Onsite Training	\$	11,700		\$	11,700		\$	13,695.30	\$ 1,995.30	\$ 13,695.30
Elec. Document Review	\$	14,300		\$	14,300		\$	16,738.70	\$ 2,438.70	\$ 16,738.70
ESRI Interface	\$	6,500		\$	6,500		\$	7,608.50	\$ 1,108.50	\$ 7,608.50
Incode Interface	\$	23,400		\$	23,400		\$	6,086.80	\$ (17,313.20)	\$ 6,086.80
CC Payment Interface	\$	19,500		\$	19,500		\$	6,086.80	\$ (13,413.20)	\$ 6,086.80
Firehouse Interface	\$	7,800		\$	7,800		\$	9,130.20	\$ 1,330.20	\$ 9,130.20
Project Initiation							\$	6,086.80		\$ 6,086.80
ICC Codes							\$	6,086.80		\$ 6,086.80
AdHoc Reports							\$	22,825.50	\$ (22,825.50)	\$ -
User Acceptance Testing							\$	9,130.20	\$ (9,130.20)	\$ -
Core Team Training							\$	3,652.08	\$ (3,652.08)	\$ -
Go-Live Support							\$	12,173.60	\$ (6,086.80)	\$ 6,086.80
Post Deployment Support							\$	9,130.20	\$ (3,043.40)	\$ 6,086.80
Blanket Hours (40 hrs)							\$	12,173.60	\$ (6,086.80)	\$ 6,086.80
Travel							\$	15,000.00		\$ 15,000.00
	\$	235,820		\$	235,820		\$	243,407.08		\$ 192,582.30

Project Totals		5 % Annual		5 % Annual		3 % Annual		3 % Annual
	Year 1	\$ 367,941.31		\$ 361,339.02		\$ 378,508.58		\$ 327,683.80
	Year 2	\$ 138,731.15		\$ 131,788.73		\$ 139,154.69		\$ 139,154.69
	Year 3	\$ 145,666.03		\$ 138,382.06		\$ 143,328.28		\$ 143,328.28
	Year 4	\$ 152,950.01		\$ 145,299.90		\$ 147,625.08		\$ 147,625.08
	Year 5	\$ 160,593.13		\$ 152,566.27		\$ 152,057.70		\$ 152,057.70
		\$ 965,881.63		\$ 929,375.98		\$ 960,674.33		\$ 909,849.55

REQUEST FOR AVAILABILITY OF FUNDS

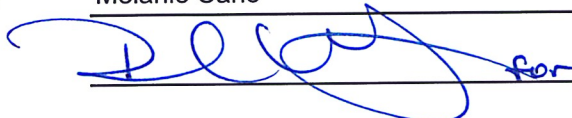
CONSTRUCTION ☐ PURCHASE ☐

PURCHASE & INSTALLATION ☒

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☐ SUPPLY ☐

TYPE/PRINT NAME: Melanie Cano

SIGNATURE:  for

TITLE: Director

DEPARTMENT: Development Services

DATE: 03/19/2018

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

Services agreement through the GSA Schedule with Byrne Software Technologies, Inc through Carahsoft Technology Corporation
for the Accela Software implementation. Project #1718-01-527-P011-001

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)): _____

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)): _____

ACCOUNT NUMBER/PROJECT ID: 01-52700-8806/1718-01-527-P011-001 ESTIMATED COST: \$192,582.30

ACCOUNT NUMBER/PROJECT ID: _____ ESTIMATED COST: _____

BUDGET INFORMATION:

BUDGETED ☒ NOT BUDGETED ☐

FUND NAME: System Improvements

ACCOUNT NUMBER(S): 01-52700-8806/1718-01-527-P011-001

INCLUDE PROJ.ID(S): _____

AMOUNT: \$ 192,582.30

SIGNATURE: _____

TITLE: Karla Moya, Finance Director

DATE: 3/19/2018

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____ DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____ DATE: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: March 13, 2018

MEETING DATE: March 19, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, awarding Construction Contract for the Traffic Signal Loop Detector Replacement Project Bid No. 1718-40-510-C002-065.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Purchasing and Contracting Department received two (2) bids for the above referenced services. (bid tabulation attached)

These services are needed for the maintenance of existing traffic signals and in the installation of new traffic signals to detect traffic queue and the presence of vehicles approaching an intersection.

Financial Consideration: Estimated Amount \$110,000

Staff Recommendation: Staff requests authorization to award a Construction Contract for Traffic Signal Loop Detector Replacement Services to the low bidder D & G Energy Corp, from McAllen, Texas, for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional two (2) years, in one (1) year increments, subject to performance of the successful bidder being satisfactory and the unit price(s) remaining unchanged. In the event that the selected vendor fails to meet or perform under the terms and conditions of awarded contract, we would like to have the Commissions authorization to terminate such contract, with City Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Sandra Zamora
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 03/13/2018
Approved - 03/13/2018
Approved - 03/15/2018
Approved - 03/15/2018
Approved - 03/15/2018
Final Approval - 03/16/2018



★ RECOMMENDED FOR AWARD OF CONTRACT

BID OPENING: MARCH 6, 2018 AT 4:00 PM
LOCATION: City Commission Room

PROJECT NO.: 1718-40-510-C002-065 TRAFFIC SIGNAL LOOP DETECTOR REPLACEMENT PROJECT

BIDDERS						★ D&G ENERGY CORPORATION MCALLEN, TX	THE LEVY COMPANY INC. SELMA, TX
ITEM	INTERNAL REFERENCE NO.	SECTION	DESCRIPTION	UOM	APPX. QTY	UNIT PRICE	UNIT PRICE
1	968-82-01002	16341	TOTAL AMOUNT BID PER LINEAL FT. - VEHICLE LOOP DETECTORS (ASPHALT)	L.F	15,458	★ \$6.50	\$10.15
2	968-82-01003	16341	TOTAL AMOUNT BID PER LINEAL FT. - VEHICLE LOOP DETECTORS (CONCRETE)	L.F.	685	★ \$9.50	\$14.25
3	968-82		BOND RATE FOR PERFORMANCE BOND (AMOUNT BID MUST BE EXPRESSED IN PERCENT AMOUNT, i.e. FOR 2% ENTER .02, CONTRACTORS ARE ADVISED NOT TO ENTER A DOLLAR AMOUNT)	EA	1	★ 0.03	0.01
4	968-82		BOND RATE FOR PAYMENT BOND (AMOUNT BID MUST BE EXPRESSED IN PERCENT AMOUNT, i.e. FOR 2% ENTER .02, CONTRACTORS ARE ADVISED NOT TO ENTER A DOLLAR AMOUNT)	EA	1	★ 0.03	0.01
EPLS VERIFICATION						CONFIRMED	CONFIRMED
TLIST VERIFICATION						CONFIRMED	CONFIRMED
CONFLICT OF INTEREST FORM							None
FORM 1295						SUBMITTED	NONE
HARDCOPY OF BID SUBMITTED						SUBMITTED	SUBMITTED
ELECTRONIC BID SUBMITTED						N/A	N/A
5% BID BOND						SUBMITTED	SUBMITTED



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: March 13, 2018

MEETING DATE: March 19, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. for Professional Architectural Services for the City of Pharr-New Fire Station No. 1 Project. (Project No. C1718-01-528-0026)

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 amend the contract for Professional Architectural Services for the Additional Scope of work related to Final Design and Construction Documents for the City of Pharr-New Fire Station No. 1

Financial Consideration: Original Contract \$5,200

Amendment No. 1 Additional Architectural Services \$118,000

Revised Contract Amount \$123,200

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with The Warren Group, Inc. for additional Professional Architectural Services for the City of Pharr-New Fire Station No. 1 Project in the amount of \$118,000. Revised contract amount \$123,200.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 03/13/2018

Omar Anzaldua

Approved - 03/13/2018

Sandra Zamora

Approved - 03/15/2018

Karla Moya

Approved - 03/15/2018

Patricia Rigney

Approved - 03/15/2018

City Management Office

Final Approval - 03/16/2018

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 1

The Contract between **The Warren Group Architects, Inc.** and the **City of Pharr** which was executed by the parties on **December 4th, 2017** for the design of the **City of Pharr-New Fire Station No. 1**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outline in Exhibit A

Understanding of Assumptions

- The project is approximately 12,400 S.F. (net) 13,505 S.F. (gross) to be divided as follows:
- 6,205 S.F. Main Facility to include sleeping quarters, training room, Day room, Physical Training and Administrative support.
- 5,090 S.F. Enclosed Fire truck bay
- 1,105 S.F. Hose Storage, Gear Storage and Mechanical Bay with 1,105 S.F. Storage Mezzanine above.
- The facility structure will be designed with the intention to operate as an Emergency Operations Center Support Facility.
- This proposal includes Architectural, Civil, Structural, and Mechanical, Electrical, Plumbing Engineering and Landscape/Irrigation design Services.
- The Site area will be determined based on the Site option selected. (Provided)
- The Civil Engineer design services include all civil engineering improvements with-in the boundary of the selected lot for this project only.
- Our team will provide as part of this base fee proposal up to one (1) Plan revision. (Provided)
- This proposal excludes Geo-technical Engineering-Soil Testing Services.
- This proposal excludes Soil testing and Environmental testing.

B. Modification to Section 5 – Professional Service Fee – Increase to Fee

1. Add the following fees:
 - a. Additional Services – \$ 118,000.

This amendment adds **\$118,000** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 5,200 to **\$ 123,200.00.**

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

APPROVAL OF AMENDMENT NO. 1

**The Warren Group Architects, Inc.
1801 S. 2nd Street, Ste.330
McAllen, TX 78503**

Laura N. Warren, AIA

ARCHITECT FIRM

By: _____
Signature

ARCHITECT

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

Juan Guerra
City Manager
City of Pharr, Texas

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



1801 South 2nd Street, Ste. 330 McAllen, TX 78503

March 08, 2018

Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer
City of Pharr
118 S. Cage Blvd. 1st. Floor
(956) 540-9122 O
omar.anzaldua@pharr-tx.gov

Re: CITY OF PHARR – NEW FIRE STATION No. 1
APPROX. 13,505 S.F. (gross) FACILITY

Dear Omar:

The Warren Group greatly appreciates the continued opportunity in providing the City of Pharr with our services. As requested, following is our proposal of services for the design of the New Proposed City of Pharr's Fire Station No.1 to be located at the corner of Ferguson Ave. and N Knights Dr. in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- The project is approximately 12,400 S.F. (net) 13,505 S.F. (gross) to be divided as follows:
 - 6,205 S.F. Main Facility to include sleeping quarters, training room, Day room, Physical Training and Administrative support.
 - 5,090 S.F. Enclosed Fire truck bay
 - 1,105 S.F. Hose Storage, Gear Storage and Mechanical Bay with 1,105 S.F. Storage Mezzanine above.
- The facility structure will be designed with the intention to operate as an Emergency Operations Center Support Facility.
- This proposal includes Architectural, Civil, Structural, and Mechanical, Electrical, Plumbing Engineering and Landscape/Irrigation design Services.
- The Site area will be determined based on the Site option selected. (Provided)
- The Civil Engineer design services include all civil engineering improvements with-in the boundary of the selected lot for this project only.
- Our team will provide as part of this base fee proposal up to one (1) Plan revision. (Provided)
- This proposal excludes Geo-technical Engineering-Soil Testing Services.
- This proposal excludes Soil testing and Environmental testing.

| SCHEMATIC DESIGN-PROGRAMING:

Provided

Rendered Site Plan-revised
Floor Plans of amenities
Area Tabulations
Preliminary Code Review

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project was provided to Owner Representative. The site indicated the location of the parking area with dimensions and proposed drainage detention with outfall. Our team met with the City of Pharr Authorized

Representatives to review the schematic plan, site plan and based on Owner Representative comments prepared revisions to the floor plan and site plan of the proposed Facility.

| DESIGN DEVELOPMENT:

Stipulated Sum Fee of \$ 29,500.

Based on the approved schematic design and review meetings to be held with the Owner, The Warren Group will prepare a design development CADD package to be used for preliminary pricing of the project. This package will include detailed building elevations; typical building sections, dimensioned building floor plan, site plan, parking area, drainage detention, preliminary Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Owner Representative. We will submit this package for the Owner Representatives review. When design adjustments need to be made to meet the budget objectives, the Consultant will provide revisions to this package upon request by the Owner Representative. The consultant will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of Pharr Planning, Engineering Departments. We will coordinate a plan review meeting with all applicable Building Departments.

| CONSTRUCTION DOCUMENTS:

Stipulated Sum Fee of \$ 59,000.

Based on approved Design Development Drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project.

The construction documents will include the following:

Architectural, Structural, and MEP engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

The Civil Engineer shall provide required drainage detention calculations for the new parking area only.

Structural Engineering documents will include slab-on-grade foundation, framing plans, structural plans and associated foundation and framing details based on geotechnical soils report.

| BIDDING-COORDINATION WITH CMAR:

Stipulated Sum Fee of \$11,800.

Our team will provide the plans and specifications in PDF format. We will attend a Pre-Bid conference meeting and issue addendums addressing any questions that the selected CMAR may have. Our team will also attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

| CONSTRUCTION PHASE:

Stipulated Sum Fee of \$17,700.

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction
- Review contractor's monthly construction estimates and provide recommendation of payment
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders
- Review and evaluate shop drawings
- Review and evaluate materials and performance tests
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.

- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- As Builts
- Additional construction phase project meetings, field reports and contractor correspondence.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	\$200.00
Engineer and Associate	\$150.00
Intern Architect	\$95.00
Technical Assistant	\$65.00
Clerical	\$45.00

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus ten percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots

Large scale prints - 30"x42" Black & white laser copies	\$ 7.00/each
30"x42" Original color prints	\$ 45.00/each
24" x 36" Black & white laser copies	\$ 5.00/each
24" x 36" Original color prints	\$ 30.00/each
11"x17" Original color prints	\$ 15.00/each
11"x17" Black & white prints	\$ 3.00/each

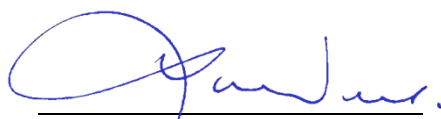
| LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

| AGREEMENT

Our professional fees are valid through December 31, 2018. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. The Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Submitted by:



Laura N. Warren, AIA
The Warren Group Architects, Inc.

Accepted by:

Mr. Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer, Pharr, Texas

March 08, 2017
Date

Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: March 14, 2018

MEETING DATE: March 19, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on termination of contracts with S&GE, LLC.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Staff is recommending to terminate the contract for the 24 inch South Water Transmission Main and the Expressway Rehabilitation Project. Neither project has expenses and the engineer of record employed by the City no longer works for S&GE.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 03/14/2018
Approved - 03/14/2018
Approved - 03/14/2018
Final Approval - 03/14/2018

March 19, 2018

Ed Wylie

S&GE, LLC
Javier Garcia, P.E.

**RE: Termination of Contract for Rehabilitation of Expressway Water Tower,
City of Pharr Contract No. C1617-02-582-0005**

Dear Mr. Garcia:

Pursuant to Section 4, paragraph 4.2, you are hereby given 15 days' notice of termination for convenience of the above-referenced Contract.

If you have any questions, please feel free let me know.

Respectfully,

Juan G. Guerra, City Manager

March 19, 2018

Ed Wylie

S&GE, LLC
Javier Garcia, P.E.

RE: Termination of Contract for Water Transmission Mains Project dated April 30, 2013

Dear Mr. Garcia:

Pursuant to Section 4, paragraph 4.2, you are hereby given 15 days' notice of termination for convenience of the above-referenced Contract and any amendments or addendums to this Contract.

If you have any questions, please feel free let me know.

Respectfully,

Juan G. Guerra, City Manager



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: March 16, 2018

MEETING DATE: March 19, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Letter of Intent from Vipers Arena, Inc.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 03/16/2018
Final Approval - 03/16/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: March 9, 2018

MEETING DATE: March 19, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Attorney consultation on status of Dahlia Ybarra vs. City of Pharr, C-4849-16-F.

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 closed session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 03/09/2018
Final Approval - 03/14/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: March 16, 2018

MEETING DATE: March 19, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Attorney consultation and possible action on contract with Envirolite.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 03/16/2018
New -