



**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, AUGUST 13, 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. 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.*

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

A) Submission of Sales Tax Report for August 2018.

B) City Engineer's Report.

C) City Events of Interest.

4. 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 July 16, 2018 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action ratifying \$500 donation from City of Pharr to World Day Against Human Trafficking event on Thursday, July 26, 2018 at the Pharr Events Center. (EVENTS CENTER)

C) Consideration and action ratifying BuyBoard purchase for play structure installed at Jackson Place Apartments. (Project #1718-01-522-P021-001)
(PARKS)

D) Consideration and action on Memorandum of Understanding between the Texas A& M Engineering Extension Service and the City of Pharr to allow Pharr Firefighters to participate in Statewide deployment in Urban Search and Rescue activities. (FIRE)

E) Consideration and action on submission of a State of Plan Operation (SPO) with the Texas Law Enforcement Support Office (LESO). (POLICE)

F) Consideration and action authorizing City Manager to advertise for Request for Proposals for a third-party collection agency/law firm to collect municipal court fines for citations older than one year. (MUNICIPAL COURT)

G) Consideration and action authorizing City Manager to advertise for sealed bids for Sludge Management Services for the Water and Wastewater Treatment Plants. (PUBLIC UTILITIES)

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H) Consideration and action authorizing City Manager to solicit a scope and fee proposal from an engineering firm to perform a traffic study of Las Milpas Rd. (ENGINEERING)

I) Consideration and action on request from Hidalgo County Democratic Party Chairperson Norma Ramirez for waiving of rental fees for the Pharr Events Center on Friday, August 17, 2018 for a fundraiser for the Hidalgo County Democratic Party. (EVENTS CENTER)

J) Consideration and action on request from Food Bank RGV to waive Pharr Events Center rental fees for the 13th Annual Empty Bowls fundraiser on Tuesday, September 18, 2018 from 11:00 a.m to 1:30 p.m. (EVENTS CENTER)

K) Consideration and action on Transportation Intermediaries Association Membership for \$1,040. (BRIDGE)

L) Consideration and action on Development Services Cases:

1. Scalisi's Chicago Pizza & More is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 912 East Nolana Loop, Suites R, S and T. **CUP# 170637**

2. Rommel Organista, d/b/a Kurai Chinese & Sushi 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 being Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1. **CUP# 120424**

3. Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

4. The City of Pharr, d/b/a Pharr Events Center, has filed a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 1, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3000 North Cage Boulevard. **CUP# 160627**

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5. Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being 0.064 acres, more or less, out of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D. **CUP#160737**

6. O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. **CUP#160633**

7. Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. **CUP#130630**

PLATS:

1. NAIN Engineering, L.L.C., representing Elign Xavier, owner, is requesting final plat approval of the proposed Las Canteras Plaza Subdivision. The property is legally described as 1.08 acres of land out of Lot 7, Block 5, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 3000 Block of North Jackson Road. **SUB#180413**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution cancelling/re-scheduling the City Commission Regular Meeting of Monday, September 3, 2018 due to Labor Day holiday. (ADMINISTRATION)

B) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission. (HR)

C) Consideration and action, if any, on Resolution for revised Action Plan 2018 budget for submission to the U. S. Department of Housing & Urban Development (HUD). (GMCD)

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D) Consideration and action, if any, on Resolution for Substantial Amendment to the city's five (5) year Consolidated Plan & Strategy (CPS) for submission to the U.S. Department of Housing & Urban Development (HUD). (GMCD)

E) Consideration and action, if any, on Resolution authorizing publication of Notice of intention to issue Certificates of Obligation in an aggregate principal amount not to exceed \$20,000,000. (FINANCE)

F) Consideration and action, if any, on Resolution of the Board of Commissioners of the City of Pharr, Texas approving (i) the Resolution of the board of directors of the Pharr Economic Development Corporation II approving the entering into a loan agreement, promissory note, new and amended sales tax pledge agreement; and agreement with Lone Star National Bank; (ii) a sales tax remittance agreement; and (iii) the authority of the mayor to execute a general certificate of the City and sales tax remittance agreement, to support economic development projects. (FINANCE)

G) Consideration and action, if any, on Resolution of the Board of Commissioners of the City of Pharr, Texas approving (i) the resolution of the board of directors of the Pharr economic development corporation II authorizing and approving certain amendments to the loan and loan documents with lone star national bank payable from the corporation's sales tax revenue, authorizing issuance of an amended and restated note, and approving the form and substance and authorizing the execution and delivery of amended and restated loan documents; and approving authority of the mayor to execute a general certificate of the city, and sales tax remittance agreement, to support economic development projects". (FINANCE)

6. ADMINISTRATIVE:

A) Submission of 2018 Certified Rolls. (FINANCE)

B) Consideration of Proposed Tax Rate for the 2018 . (FINANCE)

C) Schedule Public Hearings for adoption of Tax rate for 2018 if Proposed Tax Rate if higher than Effective Tax Rate. (FINANCE)

D) Certification for Estimated Collection Rate for the Year 2018 for Property Taxes. (FINANCE)

E) Consideration and action, if any, on Deduct Change Order Number 2 and acceptance of the Traffic Signal Improvements on Veterans Road at Kelly Avenue and Eldora Road as complete and authorization to release final payment and retainage in the amount of \$ 12,466.69 to D&G Energy Corp. (Bid Number 1617-01-528-0035) (ENGINEERING)

F) Discussion on Regulation of Rental Dwellings and Multi-Family Units. (DEVELOPMENT SERVICES)

7. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Firefighters Bunker Gear. (Project # 1718-01-515-SP005-067) (FIRE)

B) Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery Stone Aggregate. (Project# 1718-40-510-SP006-073)
(PUBLIC WORKS)

C) Consideration and action, if any, authorizing City Manager to award Project 1 - Service Contract to Generate Chlorine Dioxide, Project 2 - Supply Contract for Purchase & Delivery of Sodium Chlorite, and Project 3 - Purchase & Installation of New Equipment. (Project #1718-60-582-S009-165)
(PUBLIC UTILITIES)

D) Consideration and action, if any, authorizing the City Manager to enter into a Purchase Contract utilizing the BuyBoard contract for the purchase of a hyper-converged server and storage solution from SHI Government Solutions for the upgrade of city operations servers. (Project #1718-01-518-P022-003)
(INNOVATION & TECHNOLOGY)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Department of Public Safety Interlocal Cooperation Contract for General Stores supplies. (Project # 1718-01-512-IPQ038-001) (POLICE)

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B) Consideration and action, if any, on Memorandum of Understanding between the Pharr Police Department and Drug Enforcement Administration (DEA) for reimbursement of joint operations. (POLICE)

C) Consideration and action, if any, on Memorandum of Understanding between U.S. Immigration and Customs Enforcement and the Pharr Police Department for reimbursement of joint operations. (POLICE)

D) Consideration and action, if any, authorizing City Manager to execute a Product License and Support Services Agreement with Sergeant Labs for their Aristotle Insight Security Platform, (Project No. 1718-01-518-IPQ036-02) (INNOVATION & TECHNOLOGY)

E) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Garcia Infrastructure Consultants, LLC. for the construction management services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict. (ENGINEERING)

F) Consideration and action, if any, authorizing City Manager to enter into a License Agreement through DIR Cooperative Contract #DIR-TSO-3899 for an IT Training platform. (Project #1718-01-518-IPQ037-001) (INNOVATION & TECHNOLOGY)

G) Consideration and action, if any, authorizing City Manager to amend contract with Alvarado Architects & Associates, Inc. for professional architectural services for the Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park Project. (PROJECT #C1718-01-528-0025) (ENGINEERING)

H) Consideration and action, if any, on award of contract for the Pharr Sports Complex and Witten Park Dugout Improvements Project (Project No. 1718-40-510-C008-161) (ENGINEERING)

I) Consideration and action, if any, on Preferred Provider Agreement for Emergency Air Medical Services with AirMethods for helicopter medical assistance for the Pharr Fire Department. (FIRE)

9. LEGAL:

A) Attorney consultation with Attorney Ricardo J. Navarro pursuant to Section 551.071(1), Texas Gov't Code, to receive a status report and legal briefing on all pending direct hire matters arising out of fire and police department civil service disciplinary matters. (LEGAL)

B) Attorney consultation with Attorney Ricardo J. Navarro pursuant to Section 551.071(2), Texas Gov't Code, to receive a status report and legal briefing regarding the City's rights, duties, privileges and obligations in connection with the collective bargaining labor agreement with the Pharr Police Officer's majority bargaining agent, and related legal matters. (LEGAL)

C) Consultation with counsel and action, if any, concerning status and representation concerning TML Claim No. 1300202438. (LEGAL)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 10th day of August 2018 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 10th day of August 2018.

Hilda Pedraza
HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 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 - 08/07/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 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 - 08/07/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: August 8, 2018

MEETING DATE: August 13, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Report for August 2018.

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 August 2018 (11th month of City's Fiscal Year but June's Sales Activity) has shown an OVERALL POSITIVE trend in the amount of \$1,150,256 from this point last year, or an INCREASE of 7.36%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 1.22% compared to last August collections, the City ranked No. 7 this month compared to 9 other cities in the Valley in sales collections compared to last period, AND ranked No. 1 in collections year to date.

GAAP BASIS

This is the 9th month (Month of Actual Sales) of the fiscal year 2017/2018; to date we are UP 7.91% which equate to \$1,012,817 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 - 08/08/2018

Karla Moya

Approved - 08/10/2018

City Management Office

Final Approval - 08/10/2018

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	1,381,333	117,387
MAY	1,250,746	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947	1,646,964	2,016
JUN.	1,098,232	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312	1,573,321	189,009
JUL.	1,142,386	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878	1,671,537	268,659
AUG.	1,226,816	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105	1,556,841	18,735
SEP.	1,131,188	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050		
TOTAL	<u>\$ 12,825,707</u>	<u>\$ 13,024,633</u>	<u>\$ 14,268,899</u>	<u>\$ 15,765,800</u>	<u>\$ 16,594,826</u>	<u>\$ 16,944,071</u>	<u>\$ 16,726,277</u>	<u>\$ 1,150,256</u>

AVERAGE PER MONTH

\$ 1,068,809 \$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,520,571

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 1,150,256

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.38%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 11,598,933 \$ 13,443,500 \$ 13,443,500 \$ 14,980,000 \$ 16,301,000 \$ 16,845,700 \$ 17,272,300
\$ 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	1,036,000	88,040
MAY	938,060	905,307	999,155	1,093,066	1,219,382	1,233,711	1,235,223	1,512
JUN.	823,674	806,678	929,864	1,068,297	1,071,862	1,038,234	1,179,990	141,757
JUL.	856,789	815,890	929,270	986,220	1,002,320	1,052,158	1,253,652	201,494
AUG.	920,112	902,594	963,078	1,075,281	1,206,753	1,153,579	1,167,631	
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>\$ 12,544,708</u>	<u>\$ 848,641</u>

AVERAGE PER MONTH

\$ 801,607 \$ 814,040 \$ 891,806 \$ 985,363 \$ 1,037,177 \$ 1,059,004 \$ 1,140,428

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 149,195 \$ 933,199 \$ 1,122,676 \$ 621,769 \$ 261,934 \$ 862,692

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.38%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 8,699,200 \$ 10,082,625 \$ 10,082,625 \$ 11,235,000 \$ 12,225,750 \$ 12,634,725 \$ 12,954,225
\$ 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 Cumulative 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	\$ 690,666.50	\$ 631,972.98	\$ 58,693.52	9.29%	\$ 267,198.47
March	\$ 823,481.92	\$ 822,473.68	\$ 1,008.24	0.12%	\$ 268,206.71
April	\$ 786,660.30	\$ 692,155.80	\$ 94,504.50	13.65%	\$ 362,711.21
May	\$ 835,768.28	\$ 701,438.87	\$ 134,329.42	19.15%	\$ 497,040.62
June	\$ 778,420.40	\$ 769,052.75	\$ 9,367.66	1.22%	\$ 506,408.28
July	-	\$ 684,024.76			
August	-	\$ 687,171.17			
September	-	\$ 768,906.32			
Totals	\$ 6,907,060.81	\$ 8,540,754.78	\$ 506,408.28	7.91%	

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 Cumulative 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	\$ 345,333.25	\$ 315,986.49	\$ 29,346.76	9.29%	\$ 133,599.23
March	\$ 411,740.96	\$ 411,236.84	\$ 504.12	0.12%	\$ 134,103.35
April	\$ 393,330.15	\$ 346,077.90	\$ 47,252.25	13.65%	\$ 181,355.60
May	\$ 417,884.14	\$ 350,719.43	\$ 67,164.71	19.15%	\$ 248,520.31
June	\$ 389,210.20	\$ 384,526.37	\$ 4,683.83	1.22%	\$ 253,204.14
July	-	\$ 342,012.38			
August	-	\$ 343,585.59			
September	-	\$ 384,453.16			
Totals	\$ 3,453,530.40	\$ 4,270,377.39	\$ 253,204.14	7.91%	

PEDC (.5%)

	<u>FY 17/18</u>	<u>FY 16/17</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 17/18 Cumulative Change</u>
October	\$ 340,909.83	\$ 344,958.55	\$ (4,048.73)	-1.17%	\$ (4,048.73)
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July	-	\$ 342,012.38			
August	-	\$ 343,585.59			
September	-	\$ 384,453.16			
Totals	\$ 3,453,530.40	\$ 4,270,377.39	\$ 248,520.31	7.91%	

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)	\$ 1,439,358.33	\$ (75,719.03)
November	\$ 1,502,049.00	\$ 1,317,065.74	\$ 184,983.26	\$ 1,439,358.33	\$ 62,690.67
December	\$ 1,712,515.36	\$ 1,569,999.61	\$ 142,515.75	\$ 1,439,358.33	\$ 273,157.03
January	\$ 1,405,923.17	\$ 1,300,217.38	\$ 105,705.79	\$ 1,439,358.33	\$ (33,435.16)
February	\$ 1,381,333.00	\$ 1,263,945.96	\$ 117,387.04	\$ 1,439,358.33	\$ (58,025.33)
March	\$ 1,646,963.83	\$ 1,644,947.35	\$ 2,016.48	\$ 1,439,358.33	\$ 207,605.50
April	\$ 1,573,320.59	\$ 1,384,311.59	\$ 189,009.00	\$ 1,439,358.33	\$ 133,962.26
May	\$ 1,671,536.56	\$ 1,402,877.73	\$ 268,658.83	\$ 1,439,358.33	\$ 232,178.23
June	\$ 1,556,840.80	\$ 1,538,105.49	\$ 18,735.31	\$ 1,439,358.33	\$ 98,747.16
July	-	\$ 1,368,049.52		\$ 1,439,358.33	
August	-	\$ 1,374,342.34		\$ 1,439,358.33	
September	-	\$ 1,537,812.63		\$ 1,439,358.33	
Totals	\$ 13,814,121.61	\$ 17,081,509.55	\$ 1,012,816.55	\$ 17,272,300.00	\$ 841,161.30
			7.91%		\$ 630,870.98

Total
City Portion

SALES TAX STATE COLLECTION RGV COMPARISON -AUGUST 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	McAllen	\$ 5,766,655	\$ 5,270,618	9.41%	\$ 42,303,162	\$ 39,802,226	6.28%
2	Mission	\$ 1,390,513	\$ 1,292,618	7.57%	\$ 10,276,197	\$ 9,968,475	3.09%
3	Edinburg	\$ 2,043,762	\$ 1,931,396	5.82%	\$ 15,057,260	\$ 14,092,799	6.84%
4	Weslaco	\$ 1,133,129	\$ 1,072,210	5.68%	\$ 8,480,516	\$ 8,194,907	3.49%
5	Alamo	\$ 305,566	\$ 291,319	4.89%	\$ 2,449,264	\$ 2,332,319	5.01%
6	San Juan	\$ 329,511	\$ 321,943	2.35%	\$ 2,469,860	\$ 2,376,921	3.91%
7	Pharr	\$ 1,556,841	\$ 1,538,105	1.22%	\$ 12,450,483	\$ 11,421,471	9.01%
8	Harlingen	\$ 2,168,352	\$ 2,186,887	-0.85%	\$ 17,229,461	\$ 15,969,528	7.89%
9	Brownsville	\$ 3,326,695	\$ 3,464,521	-3.98%	\$ 25,790,189	\$ 24,655,657	4.60%
10	Mercedes	\$ 442,469	\$ 476,122	-7.07%	\$ 4,169,006	\$ 4,285,427	-2.72%

Rank Based on Calendar Year 2018 To Date Activity							
1	Pharr	\$ 1,556,841	\$ 1,538,105	1.22%	\$ 12,450,483	\$ 11,421,471	9.01%
2	Harlingen	\$ 2,168,352	\$ 2,186,887	-0.85%	\$ 17,229,461	\$ 15,969,528	7.89%
3	Edinburg	\$ 2,043,762	\$ 1,931,396	5.82%	\$ 15,057,260	\$ 14,092,799	6.84%
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9	Mission	\$ 1,390,513	\$ 1,292,618	7.57%	\$ 10,276,197	\$ 9,968,475	3.09%
10	Mercedes	\$ 442,469	\$ 476,122	-7.07%	\$ 4,169,006	\$ 4,285,427	-2.72%

STATE TOTALS	\$ 547,037,290	\$ 506,961,327	7.33%	\$ 3,949,481,713	\$ 3,660,885,761	7.31%
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Design Phase

- ☐ **PSJA Tri-City Pedestrian Safety Improvements Projects**
- ☐ **Pharr Pedestrian Connections**
- ☐ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ☐ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ☐ **W. Las Milpas Rd. Reconstruction**
- ☐ **Thomas Rd. Intersection Widening**
- ☐ **Downtown Pharr Lights (Polk to IH-2)**
- ☐ **Downtown Park**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**
- ☐ **559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit**
- ☐ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**
- ☐ **Bridge Facility Expansion & Toll Booth Improvements.**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans.**
- ☐ **St. Jude Overflow Parking**
- ☐ **Fire Station No. 1**

Construction Phase

- ☐ **Owassa Road Improvements**
- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold Park**
- ☐ **Dr. Long Park**
- ☐ **Fire Station No. 4**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safety Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Design is 80% Complete
Project Name:	Pharr Pedestrian Connections
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Staff has begun the design
Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental and Final Alignment Selection. Public Hearing Scheduled for May 29th 2018

DESIGN PHASE

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Project On-Hold
Project Name:	W. Las Milpas Rd. Reconstruction
Design Engineer:	R. Gutierrez Engineering
Description:	Reconstruction of W. Las Milpas Road
Status:	Staff is working on acquiring the additional right of way needed. Design is approximately 95% Complete
Project Name:	Thomas Rd. Intersection Widening
Design Engineer:	R. Gutierrez Engineering.
Description:	Widening of the Thomas Road Intersections at Cage Blvd. and Jackson Rd.
Status:	Design if 100% Complete
Project Name:	Downtown Pharr Lights (Polk to IH-2)
Design Engineer:	City of Pharr Engineering Department.
Description:	Installation of decorative street lights from Polk St. to IH-2
Status:	Staff is coordinating with AEP so they can provide and install the decorative lights turn key.
Project Name:	Downtown Park
Design Engineer:	City of Pharr Engineering Department.
Description:	A new City Park adjacent to City Hall
Status:	Design has begun on the South side of the downtown park

DESIGN PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center
Design Architect:	Diseño
Description:	Renovations of an approximately 16,000 s.f. facility
Status:	Demolition has been completed. CMAR to begin advertising the project.
Project Name:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Half Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Design is at 100% completion. Currently under review by CBP, GSA, and TXDOT
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Half Associates
Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	Design is at 70% Completion. Under Review by GSA, CBP

DESIGN PHASE

Project Name:	Bridge Facility Expansion & Toll Booth Improvements.
Design Engineer:	The Warren Group
Description:	Renovation and Expansion of the existing Bridge Building Facility
Status:	Project is to be Re-Bid
Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.
Design Engineer:	S&GE
Description:	Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road
Status:	Notice to Proceed was issued on July 30th 2018
Project Name:	St. Jude Overflow Parking
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of an overflow parking on the property adjacent to St. Jude Catholic Church. Size of Parking lot is approximately 2 acres.
Status:	Design is complete. Staff is working with Public Works on the construction of the new parking lot.
Project Name:	Fire Station No. 1
Design Engineer:	The Warren Group
Description:	Design of a new Fire Station No. 1 located on FM 495 and Knights Dr.
Status:	Site Location has been finalized, and final design has begun

Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsj		
Contractor	IOC, Company		
Contract Amount	\$5,206,108	Contract Time (Days)	438
Notice to Proceed	3/23/2017	Contract Time Used:	113.47%
Description: Widening of Owassa Rd between Jackson Rd and US 281 Frontage, and various drainage improvements.			
Status: Project is complete			
Pictures:			
 			

Project Name:	Eldora Elevated Storage Tank Improvements		
Engineer	SG&E, LLC		
Contractor	Landmark		
Contract Amount	\$2,735,000	Contract Time (Days)	365
Notice to Proceed	4/21/2017	Contract Time Used:	128.22%
Description: Build a new 1 Million Gallon Composite Elevated Storage Tank			
Status: Construction is complete. Staff will be conducting the closeout of the project.			
Pictures:			
			
			

CONSTRUCTION PHASE

Project Name:	Pharr Nature Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,390,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	60.37%
Description: Construction of a new park.			
Status: Construction is ongoing.			
Pictures:			
			
			

CONSTRUCTION PHASE

Project Name:	Allen & William Arnonld Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,200,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	60.37%
Description: Construction of a new Park			
Status: Construction is ongoing.			
Pictures:			
			
			

CONSTRUCTION PHASE

Project Name:	Dr. Long Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	60.37%
Description: Construction of a new Park			
Status: Construction is ongoing.			
Pictures:			



CONSTRUCTION PHASE

Project Name:	Fire Station No. 4		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	60.37%
Description: Construction of a new Fire Station in South Pharr			
Status: Construction is ongoing.			
Pictures:			
			
			



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.C.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 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 - 08/07/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for July 16, 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 City Commission Meeting on July 16, 2018.

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 08/07/2018
Final Approval - 08/10/2018

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JULY 16, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 16, 2018 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez (arrived at 4:45pm)
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Roberto "Bobby" Carrillo
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
Karla Moya, Finance Director
Anali Alanis, HR Director
Maritza Hernandez, Municipal Court Judge
Leonardo Perez, Fire Chief
Jose A. Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescascas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Sandra Zamora, Purchasing 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 Pro Tem Carrillo called the meeting to order at 4:06 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led in the pledge of allegiance said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION FOR HEALTHY SUMMER MEALS FOR KIDS COMMUNITY (ADMINISTRATION)

Mayor Pro Tem Carrillo read proclamation for Healthy Summer Meals for Kids Community and presented proclamation to Fernando Aguilar.

Fernando Aguilar, Managing Director of Child Nutrition Program for IDEA Public School, accepted the proclamation and stated the summer meals program helps children stay healthy and prepares them to return to school ready to learn and thrive. Lastly, he stressed that the program includes two free meals a day and operates from June 4 to August 3, 2018 and was open to all children.

B) PROCLAMATION PROCLAIMING JULY 30TH, 2018 AS WORLD DAY AGAINST TRAFFICKING IN PERSONS (ADMINISTRATION)

Mayor Pro Tem Carrillo read proclamation proclaiming July 30th 2018 as World Day Against Trafficking in Persons and presented proclamation to Juan Villescas.

Juan Villescas thanked the Commission on behalf of District Attorney Ricardo Rodriguez and stated they would be hosting an event to provide prevention education on human trafficking on July 26, 2018 at the Pharr Events Center. He further thanked the Commission for allowing them to use the venue.

Rosie Martinez stated Pharr Police Department was the only department in our area that houses a human trafficking liaison and invited everyone to attend the prevention event. She stated the event was free of charge.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Ninfa Rodriguez, citizen of Pharr, voiced her concerns with animals. She stated she would like the City to start a program to avoid sending animals to Palm Valley Animal Center. She added other cities like Mission and Edinburg have programs already in place and asked staff to look into this. Lastly, Ms. Rodriguez offered her time and experience on issues with animal rescues and thanked the Commission for their time.

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Kenneth Fletcher, residing at 504 S. Diplomat, stated this was the fifth year of his first contact with Code Compliance about ongoing problems with Costco. He thanked the city for addressing these issues. Mr. Fletcher further expressed interest in serving on the Board of Adjustment or Beautification Committee and congratulated the city for one of the change orders. He stated he was glad to see the city was saving money.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX REPORT COLLECTION REPORT FOR THE MONTH OF JULY 2018

Juan G. Guerra, City Manager, introduced the sales tax collection report for the month of July 2018. He briefly stated sales tax were up 19% and the year-to-date cash was up \$1.19 million, which equates to about \$56 million of new dollars coming into Pharr businesses.

B) SUBMISSION OF COUNTY TAX COLLECTION REPORT FOR THE MONTH OF JUNE 2018

Juan G. Guerra, City Manager, introduced the tax collection report for the month of June 2018 and stated taxes were up for both current and delinquent.

C) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, reported on upcoming events of interest. He announced a FEMA Disaster Relief Public Forum would take place on Tuesday, July 17, 2018 from 5:30 p.m. to 7:00 p.m. at the Pharr Events Center. He stated FEMA and Small Business Administration representatives would be onsite to answer any questions on disaster recovery efforts.

Juan G. Guerra, City Manager, reported Pharr Economic Development Corporation would be hosting job fair on Thursday, July 19, 2018 from 8:00 a.m. to 1:00 p.m. at the Pharr Events Center.

Juan G. Guerra, City Manager, further reported the District Attorney's Office would be hosting the "Be the One Fighting Human Trafficking" Campaign on Thursday, July 26, 2018 from 4:00 p.m. to 8:00 p.m. at the Pharr Events Center. He stated

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JULY 16, 2018

different agencies would be present to provide prevention education and victim services on human trafficking.

Juan G. Guerra, City Manager, reported the City of Pharr Safety Memorial 5k run/walk would take place on Saturday, August 4, 2018 at 218 South Aster Street beginning at 8:00 a.m. He also reported the Pharr Night Out would take place on Saturday, August 25, 2018 from 6:00 p.m. to 10:00 p.m. in downtown Pharr.

At this time, Juan G. Guerra, City Manager, recognized Karla Moya, Finance Director, for GFOA Award received. Ms. Moya briefly stated the GFOA recognizes the City for improving its budget process and this was the 10th year in a row the City of Pharr receives this award.

Juan G. Guerra, City Manager, stated in late June, the Valley experienced summer rainstorm that caused severe flooding in certain areas. As a result, Affordable Homes of South Texas, Inc. distributed the monies to Pharr families via their Emergency Repair Grant for \$300 to help provide a quick solution for homeowners to begin the recovery process as they await FEMA assistance or insurance claim assistance.

Brian Disque, Affordable Homes of South Texas Board President, stated 117 families were assisted, bringing a total of \$35,100 distributed so far. In addition, they estimate there was still enough money to assist 16 more Pharr Families.

At this time, Affordable Homes of South Texas Board President Brian Disque and Executive Director Roberto Calvillo accepted a \$40,000 check from the City of Pharr.

Juan G. Guerra, City Manager, also recognized Melanie Cano, Development Services Director, for Scenic City Certification award received. Ms. Cano briefly stated the city has once again earned the award, moving up a rank to silver status. She further stated the program recognizes cities for their commitment to high quality scenic standards for landscaping, tree planning and sign regulation.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JULY 2, 2018 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION ON REQUEST FOR STREET CLOSURES FOR THE 2018 PHARR NIGHT OUT ON SATURDAY, AUGUST 25, 2018 FROM 6:00PM TO 10:00 PM (POLICE)**

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- C) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE JACKSON ROAD RIGHT TURN LANE AND CENTER MEDIAN PROJECT (ENGINEERING)**
- D) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE THOMAS RD. LEFT TURN LANE AT CAGE BLVD. AND JACKSON RD. PROJECT (ENGINEERING)**
- E) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO PURCHASE A CCTV PIPE INSPECTION CAMERA UNIT FOR WASTEWATER DIVISION FROM TRIO VISION LLC THROUGH THE HGACBUY COOPERATIVE (PROJECT #1718-60-583-P17-004) (PUBLIC UTILITIES)**
- F) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO PURCHASE A BACKHOE LOADER FOR WASTEWATER DIVISION FROM DOGETT HEAVY MACHINERY SERVICE THROUGH THE BUYBOARD COOPERATIVE (PROJECT #1718-60-583-P18-001). (PUBLIC UTILITIES)**
- G) **CONSIDERATION AND ACTION ON ACTIONS TAKEN ON VARIOUS CONSTRUCTION MATERIAL TESTING (CMT) SERVICES (ENGINEERING)**
- H) **CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
 - 1. **GEORGE RODRIGUEZ REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZED STORAGE UNIT (LARGER THAN 120 SQUARE FEET) IN A LIMITED INDUSTRIAL DISTRICT (L-I).THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE W40'-E113'-S145' OUT OF LOT 116, KELLY PHARR TRACT, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 317 EAST ELDORA ROAD. CUP#180641**
 - 2. **EDINBURG RAM, LLC, DBA KHAN'S GRILL, REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 6A, JACKSON RIDGE COURT SUBDIVISION PHASE III – AMENDED PLAT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1005 SOUTH JACKSON ROAD. CUP#180644**
 - 3. **RUDY'S TEXAS BAR-B-Q, L.L.C./CARLOS TORRES, D/B/A RUDY'S COUNTRY STORE BAR-B-Q, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A LIMITED INDUSTRIAL DISTRICT (L-I).THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, LOS HOTELES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 209 WEST NOLANA LOOP. CUP#040644**
 - 4. **LAS MARGARITAS RESTAURANT, INC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 7-10, BLOCK 28, PHARR ORIGINAL TOWNSITE, PHARR,**

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HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 106 NORTH CAGE BOULEVARD. CUP#160630

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

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

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) ALTERNATE MEMBERS TO THE BOARD OF ADJUSTMENT (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and stated Rogelio Torres and Ramiro Gutierrez wished to be re-appointed.

Comm. Medina **moved** to re-appoint Rogelio Torres and Ramiro Gutierrez to the Board of Adjustment. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-40 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS TO THE BEAUTIFICATION COMMITTEE (PUBLIC WORKS)

Juan G. Guerra, City Manager, introduced the item and stated Richard Carranza and Romeo Robles, Jr. wished to be re-appointed.

Comm. Medina **moved** to appoint Richard Carranza and Romeo Robles, Jr. to the Beautification Committee. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-41 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE ANNUAL ACTION PLAN 2018 TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (GMCD)

MINUTES: REGULAR CALLED MEETING
JULY 16, 2018

Juan G. Guerra, City Manager, introduced the item. He briefly stated the total allocation amount was \$1.2 million grant monies and after careful review, staff recommended to increase the allocation for Jones Box Park to \$376,000 and eliminate the allocation for Boys & Girls Club.

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

Resolution No. R-2018-42 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON DEDUCT CHANGE ORDER NUMBER 1 AND ACCEPTANCE OF THE SINGLE MACHINE REPAVING PROJECT YEAR 2 PHASE B AS COMPLETE AND AUTHORIZATION TO RELEASE RETAINAGE IN THE AMOUNT OF \$35,135.72 (BID NUMBER 1617-01-528-0036) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and briefly stated the decrease was for \$107,358.46 and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 1 AND ACCEPTANCE OF THE SINGLE MACHINE REPAVING PROJECT YEAR 3 AS COMPLETE AND AUTHORIZATION TO RELEASE RETAINAGE IN THE AMOUNT OF \$89,495.72 (BID NUMBER 1718-01-528-0002) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and briefly explained the change order increase was \$53,758.39 due to some improvements on Sugar Road. He further recommended approval.

Comm. Medina **moved** to approve. Comm. Caballero seconded the motion.

Comm. Medina asked staff if the City had requested the change. Omar Anzaldúa, City Engineer, responded yes. He stated there were some deficiencies with the inlets on north Sugar Road and the City had requested the contractor to do the additional work.

The motion was put to a vote and it carried unanimously.

MINUTES: REGULAR CALLED MEETING
JULY 16, 2018

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

ITEM 10. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:35 p.m., Mayor Pro Tem 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.

Mayor Hernandez arrived at this time being 4:45 p.m.

ITEM 11. RECONVENE

The time being 6:45 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO SOLICIT A SCOPE AND FEE PROPOSAL FROM AN ENGINEERING FIRM TO DEVELOP A MASTER PLAN FOR THE CITY OF PHARR'S 20-ACRE TRUCK STAGING AREA (ENGINEERING)

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.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO SOLICIT A SCOPE AND FEE PROPOSAL FROM CAROLLO ENGINEERS, INC. FOR THE DESIGN OF WASTEWATER TREATMENT PLANT OXIDATION DITCH NO. 2 REHABILITATION PROJECT (ENGINEERING)

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

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

E) DISCUSSION ON REGULATION OF RENTAL DWELLINGS AND MULTI-FAMILY UNITS (DEVELOPMENT SERVICES)

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

F) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON REVIEW OF THE CITY'S ORGANIZATIONAL STRUCTURE (HR)

Juan G. Guerra, City Manager, introduced the item as discussed in closed session.

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

G) PRESENTATION TO THE CITY COMMISSION ON KAMSTRUP AMI METER SYSTEM (ADMINISTRATION)

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

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON PURCHASE/FINANCING OF KAMSTRUP AMI METER SYSTEM, GIVING THE CITY MANAGER AUTHORITY TO ENTER INTO AN AGREEMENT FOR PURCHASE OR FINANCING AND APPROVING ALL NECESSARY DOCUMENTS THERETO (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended no action at this time.

B) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF PAYMENT TO UPPER VALLEY MATERIALS LLC FOR HMAC USED IN PAVING OF SOUTH VETERANS RD FROM MILITARY RD TO HI-LINE RD AND COLD MIX FOR CITYWIDE POTHOLE REPAIR (PROJECT #1718-40-510-P016-001) (PUBLIC WORKS)

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON COUNTER OFFER FROM PLAZA SPORTS CENTER ON LAND PURCHASE (ADMINISTRATION)

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

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACT WITH HALFF ASSOCIATES, INC. TO PROVIDE TECHNICAL ASSISTANCE IN THE PREPARATION OF A BUILD DISCRETIONARY GRANT APPLICATION FOR THE APPROVED FY 2016 UNITED STATES CUSTOMS & BORDER PROTECTION DONATIONS ACCEPTANCE PROGRAM (DAP) PROJECT (ENGINEERING)

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

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT WITH RO ENGINEERING, PLLC FOR PROFESSIONAL MEP ENGINEERING SERVICES FOR THE CITY WIDE HVAC REPLACEMENTS PROJECT (PROJECT #1718-01-528-S002-289-1) (ENGINEERING)

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

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER AND NEGOTIATE A CONTRACT WITH RUBEN ESCOBAR OF DISENO, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DESIGN OF THE JONES BOX PARK AMPHITHEATER (PARKS)

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

MINUTES: REGULAR CALLED MEETING
JULY 16, 2018

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

D) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING WITH COMMUNITY LOAN CENTER AFFORDABLE SMALL DOLLAR LOANS (HR)

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.

E) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE PHARR SPORTS COMPLEX AND WITTEN PARK DUGOUT IMPROVEMENTS PROJECT (PROJECT NO. 1718-40-510-C008-161) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and recommended no action at this time.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:48 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 16th DAY OF JULY 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:

MINUTES: REGULAR CALLED MEETING
JULY 16, 2018

HILDA PEDRAZA, CITY CLERK
APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action ratifying \$500 donation from City of Pharr to World Day Against Human Trafficking event on Thursday, July 26, 2018 at the Pharr Events Center.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Hidalgo County District Attorney Ricardo Rodriguez was hosting World Day Against Human Trafficking awareness event at the Pharr Events Center on Thursday July 26, 2018. The City of Pharr wishes to support this event with a donation of \$500.

Financial Consideration: Amount to be donated, if approved, would be \$500.

Staff Recommendation: Staff Recommends Approval

Alternatives: Alternative would be to deny this request.

ROUTING:

Hilda Pedraza
Karla Moya
Sandra Zamora
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/09/2018
Approved - 08/09/2018
Final Approval - 08/10/2018



From: Ed Wylie <ed.wylie@pharr-tx.gov>

Sent: Monday, July 23, 2018 7:13 PM

To: Juan Guerra <juan.guerra@pharr-tx.gov>; Patricia A. Rigney <patricia.rigney@pharr-tx.gov>

Cc: 'Gary Rodriguez' <gary.rodriguez@pharr-tx.gov>; Ambrosio Hernandez <mayor@pharr-tx.gov>

Subject: Re: 7-26-2018 Pharr Event Center

Juan, prior to Patricia's email I had instructed her to get with the DAs office to have them split the cost of their mistake.

I had already clarified with the mayor on the commissions intent. Their intent was to waive all the fees for the district attorney.

In the future I will instruct Gary to pay particular attention to sensitive events like these and make sure all is covered.

We will put it on next City commission to ratify and make the fee our contribution to the event.

It's about \$400-450.

Thanks

Sent from my Verizon, Samsung Galaxy smartphone



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action ratifying BuyBoard purchase for play structure installed at Jackson Place Apartments. (Project #1718-01-522-P021-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Installation of playground at Jackson Place Apartments (Improvements Project). Play structure was installed on the weeks of June 11 through June 22, 2018.

Financial Consideration: 530-00-9951 \$63,505.84

Staff Recommendation: Staff recommends approval of Purchase Contract with Exerplay, Inc. utilizing the BuyBoard Contract #512-16 for the purchase of a Play Structure in the amount of \$63,505.84.

Alternatives: N/A

ROUTING:

Elva Guajardo

Created/Initiated - 08/09/2018

Sergio Alanis

Approved - 08/09/2018

Sandra Zamora

Approved - 08/09/2018

Karla Moya

Approved - 08/10/2018

City Management Office

Final Approval - 08/10/2018

172332

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505.281.0155
Toll Free 800.457.5444
www.exerplay.com



DATE NUMBER
4/27/2018 MM042718-10

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Pharr Jackson Place Apts	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	RV	Pharr, TX	6 - 8 Wks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Jackson Place Apts Pharr, TX			
	LANDSCAPE STRUCTURES			
PlayBooster	Per Drawing #172555A	1	29,140.00	29,140.00
182503C	Welcome Sign, 5-12 yrs, DB	1	0.00	0.00
Surcharge	Manufacturer's Surcharge, 3%		874.20	874.20
	Subtotal			30,014.20
BuyBoard	Contract #512-16		-5.00%	-1,500.71
Freight	Freight/shipping charges (150-299-18)		3,240.00	3,240.00
	FOREVERLAWN			
ForeverLawn	Playground Grass Extreme, No Infill, with Safety Foam, Included Delivered and Installation		19,313.00	19,313.00
BuyBoard	Contract #512-16		-5.00%	-965.65
Install	Installation of Playground Equipment		11,257.00	11,257.00
Bond	Performance/Payment Bond		2,148.00	2,148.00
Notes I	Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable taxes or permits.			0.00

Pricing is good for 30 days.
PLEASE SEE ADDENDUM

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL	\$63,505.84
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PO Box 1160
Cedar Crest, NM 87008-1160

Invoice

Invoice Number:

20072

Date

5/9/2018

Bill To

City of Pharr
PO Box 1729
Pharr, TX 78577

Ship To

TBD

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Due Date
MM042718-10	Net 30	RV	5/9/2018	Common carrier		6/8/2018
Quantity	Item Code	Description	Price Each	Amount		
		Pharr, City of: Jackson Place Apartments: LSI PG, FL Grass & Install Per Qte MM042718-10				
1	LSI Design	PlayBooster Per Drawing #172555A	29,140.00	29,140.00		
1	182504C	Welcome Sign Ages 5-12 years Direct Bury 1	0.00	0.00		
1	Misc-Other	Manufacturer's Surcharge, 3%	874.20	874.20		
		Subtotal		30,014.20		
	BuyBoard	Contract #512-16	-5.00%	-1,500.71		
1	Freight	Freight/shipping charges	3,240.00	3,240.00		
1	ForeverLawn	Playground Grass Extreme, No Infill, with Safety Foam, Included Delivery and Installation	19,313.00	19,313.00		
	BuyBoard	Contract #512-16	-5.00%	-965.65		
1	Installation	Installation of Playground Equipment	11,257.00	11,257.00		
1	Bond	Performance/Payment Bond	2,148.00	2,148.00		



530-00-9951

Thank you for your business. If you have any questions, call Jamie at 505-281-0151 ext 136

Equipment for Parks, Playgrounds & Athletic Facilities
Design & Consultant Services
505.281.0151 - Phone; 505.281.0155 - Fax

Total	\$63,505.84
Payments/Credits	\$0.00
Balance Due	\$63,505.84



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action on Memorandum of Understanding between the Texas A& M Engineering Extension Service and the City of Pharr to allow Pharr Firefighters to participate in Statewide deployment in Urban Search and Rescue activities.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This is a Memorandum of Understanding to allow Pharr Firefighters to be deployed by the State of Texas to conduct Urban Search & Rescue activities during declared state or federal disasters. The City of Pharr will be reimbursed for all activities from time of deployment to their return.

Financial Consideration: The City will be reimbursed for all deployments that these firefighters are asked to respond to. Plus any overtime associated by this deployment will also be reimbursed to the City.

Staff Recommendation: Staff recommends approval of this MOU. It is an opportunity for our personnel to gain valuable training and experiences should something similar happen here.

Alternatives:

ROUTING:

Hilda Pedraza
Leonardo Perez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/08/2018
Approved - 08/09/2018
Approved - 08/10/2018
Final Approval - 08/10/2018



Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service,
The Sponsoring Agency of Texas Task Force 1,
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 12th day of July, 2018 between Texas Task Force 1 (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer) Pharr FD, located in Pharr, Texas.

TEEX is the Sponsoring Agency, as that term is defined in 42 USC 5165f(a)(6), for TX-TF1, a Task Force as defined in 42 USC 5165f(a)(9), as a cooperating party under a Memorandum of Agreement dated December 8, 2008, between the Federal Emergency Management Agency (FEMA) and the State of Texas. Employer desires to provide personnel to serve in TX-TF1 as determined by TEEX. The parties therefore agree as follows:

I. PURPOSE

The purpose of this MOU is to delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

II. SCOPE

The provisions of this MOU apply to:

- A. US&R activities performed at the request of the State and the Federal government and provided at the option of the Employer and the Member. These activities may be in conjunction with, or in preparation of, a State or federal declaration of disaster; and
- B. Training activities mandated by the Department of Homeland Security (DHS)/FEMA and TEEX to maintain TX-TF1 operational readiness.

III. PERIOD OF PERFORMANCE

This MOU begins as of the date of the last signature and terminates October 31, 2023, or as described in section IX of this MOU.

IV. DEFINITIONS

For purposes of this MOU, the following definitions apply:

- A. Activation: The process of TEEX mobilizing Members to deploy to a designated disaster site.
- B. Alert: The process of TEEX informing Members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.

- C. Backfill: The assignment of personnel by the Employer to meet their minimum level of staffing to replace a deployed Member.
- D. Deactivation: The process of TEEX demobilizing Members upon notification from the State or DHS/FEMA to stand down.
- E. Member: A rostered TX-TF1 member.
- F. Personnel Rehabilitation Period: The period sometimes allowed by DHS/FEMA or the State for Members' rehabilitation to normal conditions of living following activation.
- G. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by a Member in performance of his/her duties as a deployed Member.
- H. Rotational Model: Model used to determine which of the three teams (Red, White, Blue) is first up for deployment or on standby for the month.
- I. State: The State of Texas.
- J. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- K. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of an Employer or Member in order to develop and maintain the US&R capabilities of the Member and TX-TF1. Task Force Sanctioned Training must be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.

V. RESPONSIBILITIES

- A. TEEX shall:
 - 1. Recruit and organize TX-TF1 according to guidelines prescribed in the National US&R Response System Operations Manual.
 - 2. Ensure that each Member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
 - 3. Provide administrative, financial and personnel management to TX-TF1 and perform all financial requirements as set forth in this MOU.
 - 4. Reimburse payroll costs to the Employer for each activated Member and allowable backfill costs as stated in *Section VIII. A. Reimbursement of the Employer* and the *TX-TF1 Standard Pay Policy, Attachment A*.
 - 5. Provide training to Members consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 6. Develop, implement, and exercise a notification and call-out system for Members.
 - 7. Provide all personal protective equipment and uniforms required by TX-TF1.
 - 8. Provide tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 - 9. Maintain all tools and equipment in the US&R cache in a ready state.

10. Coordinate between DHS/FEMA, the State, the Employer, other relevant governmental and private entities, and the individual Members.
 11. Maintain a primary contact list for all Members.
 12. Maintain personnel files on all Members for the purposes of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.
 13. Provide a roster of the Employer Members upon execution of this MOU and annually, in the month of July, see *Attachment D*.
- B. The Employer shall:
1. Provide approval of its Members' participation in TX-TF1 training, meetings, and emergency response activities when fiscally reasonable to do so. Agency Chief approval is provided by signing the *Participating Agency Individual Member Letter of Endorsement, Attachment C*, at the time the Member's administrative documents are submitted.
 2. Maintain a roster of all its personnel participating as Members.
 3. Provide a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities and other matters.
 4. Pay deployed Members in accordance with *Section VIII Administrative, Financial, and Personnel Management and Attachment A, the Texas Task Force 1 Standard Pay Policy*.
 5. Certify and submit personnel reimbursement claims and requested supporting documentation within 45 days of Deactivation of its Member(s).
- C. Participation Requirements for Members. Employer shall notify TEEX TX-TF1 if Employer reasonably believes that a Member does not meet any of the following:
1. Members must be in good standing with the Employer.
 2. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
 3. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
 4. Members must follow all *TX-TF1 Standard Operating Guidelines (SOG)* that are available at <https://texastaskforce1.org/home>.
 5. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per *TX-TF1 SOG*.
 6. Members must complete and/or provide documentation of the required immunizations specified in the Individual Letter of Endorsement.
 7. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 8. Members must advise the Employer of TX-TF1 activities that may require time off work.

9. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
10. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
11. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly (POA).
12. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items
13. Members must be prepared to operate in the disaster environment for not less than 14 consecutive days.
14. Members must follow the *TX-TF1 Policies and Procedures* as published at www.texas taskforce1.org.

VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX shall request activation of TX-TF1 from the State.
2. Upon request or permission from the State for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX will follow the steps in section VI.B.
3. TEEX shall communicate an Alert and/or activation notices to Members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Demobilization

1. TEEX shall notify Members of activation of TX-TF1.
2. When TX-TF1 responds to such a mobilization request, the Members must arrive with all equipment and personal gear to the designated POA within 3 hours of activation notice.
3. Upon arrival at the POA, the Members will be provided initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
4. When TX-TF1 is activated, TEEX shall provide transportation for Members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
5. TEEX will provide transportation from the POD to the disaster site and transportation on the return trip.
6. TEEX shall demobilize Members and equipment to the original POA upon completion of the US&R mission.

- C. Management
 - 1. TEEX maintains overall management, command and control of all TX-TF1 resources and operations.
 - 2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

- A. DHS/FEMA-Sponsored Training and Exercises
Periodically Members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training will be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the Members.
- B. Task Force Sponsored Training
Periodically Members will be requested or required to attend Task Force Sponsored Training. Task Force Sponsored Training will be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of Members.
- C. Task Force Sanctioned Training
Periodically Members will be required and/or invited to attend Task Force Sanctioned Training. Task Force Sanctioned Training may be performed at the direction, control and funding of TEEX, the Employer, or the State in order to develop and maintain the US&R capabilities of TX-TF1.
- D. Non-Sponsored and/or Non-Sanctioned Training and Exercises
Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of the Employer or Member in order to develop and maintain the US&R capabilities of TX-TF1.
- E. Minimum Training Requirements
Each Member must maintain the skills and abilities identified in the position description requirements. Each Member must attend one of the scheduled Full Scale exercises or Mobility Exercises and one Regional Training Event annually. Each Member must attend a minimum of 50% of the Task Force Sponsored Training and Task Force Sanctioned Training opportunities provided for his or her assigned TX-TF1 position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from TX-TF1. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of the Employer
 - 1. TEEX shall reimburse the Employer for each of its employees activated as a Member for payroll and associated costs during the Members' participation in State and/or federal disaster deployments. This reimbursement will be in accordance with the *TX-TF1 Pay Policy* and will require the Employer to submit supporting documentation to TEEX prior to reimbursement.
 - 2. TEEX shall reimburse the Employer for the cost of Backfilling Members while activated. This will consist of expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TEEX cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.

3. TEEX shall reimburse the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. TEEX will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.
- B. Other Reimbursements
1. TEEX shall reimburse Members for Reasonable Personal Costs associated with operations and maintenance of TX-TF1 during a State or federal activation. Itemized receipts are required and should not include Texas Hotel Occupancy taxes, alcohol, tips, or gratuities. All receipts must be submitted to the TEEX Business Office within 15 days of Deactivation.
 2. TEEX shall reimburse Members for reasonable travel costs associated with approved training in accordance with established *TX-TF1 travel policy*. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEX Business Office within 15 days from the end of the trip.
 3. TEEX shall reimburse on a replacement basis for emergency procurement of TX-TF1 materials, equipment and supplies purchased and used or consumed by Members in providing requested assistance. Advance approval by TX-TF1 leadership must be obtained and itemized receipts for such items must be submitted to TEEX. Such materials, equipment and supplies are the property of TEEX and must be returned to TEEX upon deactivation or return from training.
 4. No Member or the Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
 5. All financial commitments herein are made subject to availability of funds from the State and/or DHS/FEMA.
 6. TEEX shall perform all duties of an employer in relation to a Member who is injured and eligible to receive benefits under *Chapter 501 of the Texas Labor Code*.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of both parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEX complies with the provisions of *Executive Order 11246 of Sept. 24, 1965, as amended* and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND DHS/FEMA SANCTIONED OR SPONSORED TRAINING

- A. TEEX intends that participation under this MOU by a Member in exercises, pre-incident staging, major disaster or emergency response activities, or training events sponsored or sanctioned by DHS/FEMA constitute appointment into federal service to the extent authorized by *Sec. 327 of the Stafford Act (42 USC 5165f)*.
- B. Specifically, TEEX intends that a Member participating in an activity described above:
 - 1. Be eligible for the benefits described in *Sec. 327(h) of the Stafford Act (42 USC 5165f(h))* should the Member suffer personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such federal service;
 - 2. Be considered to be an employee of the federal government for purposes of tort claim procedure as described in *Sec. 327(i) of the Stafford Act (42 USC 5165f(i))*;
 - 3. Be considered in "service in the uniformed services" for purposes of employment and reemployment rights of individuals who have performed service in the uniformed services as described in *Sec. 327(j) of the Stafford Act (42 USC 5165f(j))*;
 - 4. If he or she holds valid licenses, certificates, or permits required by TX-TF1, be deemed to be performing a federal activity when rendering aid involving such skill or assistance as described in *Sec. 327(k) of the Stafford Act (42 USC 5165f(k))*; and
 - 5. Be eligible for all other benefits and protections provided under the Stafford Act or elsewhere in federal law.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

- A. During any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, Members who are not employees of a member of The Texas A&M University System or another agency of the State will be included in the coverage provided under *Chapter 501 of the Texas Labor Code* in the same manner as an employee, as defined by *Section 501.001*. Services with TX-TF1 by an activated Member who is a state employee are considered to be in the course and scope of the employee's regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

- A. During non-TX-TF1 training and exercises, Members who are not employees of a member of The Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded Members that are activated or attending DHS/FEMA or Task Force Sponsored Training or Task Force Sanctioned Training.

XIII. GENERAL PROVISIONS

- A. The substantive laws of the State (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates.
- B. This MOU does not create a partnership or joint venture between TEEX and the Employer. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- C. Any provision of this MOU that conflicts with a law or regulation of the United States or the State is null and void to the extent of the conflict.

- D. Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

a. TEEX: TEEX TX-TF1, 200 Technology Way, College Station, TX 77845-3424
b. Employer: _____

- E. This MOU is assignable only with the written consent of both parties.
- F. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
- G. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- H. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- I. If either party fails to fulfill its obligations under this MOU, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this MOU, provided however, that in no event will such time extend for more than 30 days.
- J. This MOU along with the following attachments constitutes the entire understanding between the parties as to the matters contained in this MOU, and supersedes all other written and oral agreements between the parties as to those matters:
- Attachment A, TX-TF1 Standard Pay Policy
 - Attachment B, TX-TF1 Pay Schedule by Position
 - Attachment C, Individual Member Letter of Endorsement
 - Attachment D, Employer's TX-TF1 Member Roster
- The parties may execute agreements, but those will not alter this MOU unless expressly stated in writing.
-

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

_____	Jeff Saunders	_____
Authorized Signature	Printed Name	Date
_____	_____	_____
200 Technology Way	College Station	TX, 77845-3424
Address	City	State, Zip
_____	_____	_____
(979) 458-0857	37167167164025	
Phone Number	TX VIN	

EMPLOYER: Pharr FD
Employer Name

_____	_____	_____
Authorized Signature	Printed Name	Date
_____	_____	_____
Address	City	State, Zip
_____	_____	_____
Phone Number	Email	

Attachment A
Texas Task Force 1
Standard Pay Policy

I. Scope

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse the Employer for the participation of each of their activated TX-TF1 members at the current hourly rate or salary at the time of deployment and identified on the payroll printout provided by the Employer requesting salary reimbursement. TX-TF1 may also reimburse the Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. Member work schedules, payroll policies, payroll and benefit documentation must be retained by the Employer for a period of three years following the final payment to TEEX by TDEM or DHS/FEMA in accordance with 2 CRF 200.333 – Retention Requirements for Records. TEEX will notify Employers when payment has been made.
- B. As an affiliated member, TX-TF1 members not employed by an Employer will be paid at a rate identified with his/her TX-TF1 position on the *TX-TF1 Pay Schedule by Position, Attachment B*. The affiliated member's 40-hour workweek will begin upon activation. The affiliated member will receive the standard base rate of pay for the first 40 hours worked within each workweek of a deployment. Hours in excess of 40 hours each week will be paid at 1 ½ time the member's base rate of pay. Affiliated members are not eligible for Personnel Rehabilitation pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Payroll printouts and fringe benefits documentation will be included in the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. During the deployment period from activation through de-activation, all FLSA-exempt and non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be compensated in accordance with 44 CFR 208.39 and Employer pay policies. Kelly days are considered off duty hours.
- D. 44 CFR 208.39 allows Participating Agency/Employers whose members follow the Public Safety Exemption 29 U.S.C. 207(k) have the option of converting deployed members to a standard FLSA 40 hour week during the deployment period. The conversion does not apply to backfill or rehab time.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

CONTRACT #: 47-101866

Attachment B
Texas Task Force 1 Pay Schedule by Position

TX-TF1 has adopted the following pay schedule for TX-TF1 members who are not employed by a Participation Agency/Employer:

ASSIGNMENT	HOURLY RATE	ASSIGNMENT	HOURLY RATE
LEADERS:		SPECIALISTS:	
Task Force Leader	\$ 52.00	Boat Operator & Bowman	\$ 35.00
MANAGERS:		Canine Specialist	\$ 35.00
Haz-Mat/WMD Manager	\$ 40.00	Communications Specialist	\$ 35.00
Logistics Manager	\$ 40.00	Haz-Mat/WMD Specialist	\$ 35.00
Medical Team Manager	\$ 108.00	Heavy Rigging Specialist	\$ 35.00
Plans Team Manager	\$ 40.00	Helo Search & Rescue Tech.	\$ 35.00
Rescue Team Manager	\$ 40.00	Logistics Specialist	\$ 35.00
Safety Officer/Manager	\$ 40.00	Medical Specialist	\$ 35.00
Search Team Manager	\$ 40.00	Rescue Specialist	\$ 35.00
Water Manager	\$ 40.00	Structural Specialist	\$ 54.00
SQUAD OFFICERS:		Technical Info Specialist	\$ 35.00
Boat Squad Officer	\$ 37.00	Technical Search Specialist	\$ 35.00
Rescue Squad Officer	\$ 37.00		

**Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Pharr FD)
Individual Member Letter of Endorsement**

Date: 7/12/2018

To: [Pharr FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Pete Bustamante].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or trainings.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org>.
4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
8. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
 - Diptheria/Tetanus (or Tetanus only if there is a contra-indication to Diptheria)
 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

Costs and requirements associated with TX-TF1 by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-TF1.

Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

TX-TF1 Participating Agency Chief or designee (Print)	Rank/ title
--	--------------------

TX-TF1 Participating Agency Chief or designee (Signature)	Date
--	-------------

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Pete Bustamante_____	HAZMAT Specialist_____
Member Name (Print)	Task Force Position

TX-TF1 Member (Signature)	Date
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**Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Pharr FD)
Individual Member Letter of Endorsement**

Date: 7/12/2018

To: [Pharr FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Jacob Moran].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or trainings.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org>.
4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
8. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
 - Diptheria/Tetanus (or Tetanus only if there is a contra-indication to Diptheria)
 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

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TX-TF1 Participating Agency Chief or designee (Print)

Rank/ title

TX-TF1 Participating Agency Chief or designee (Signature)

Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Jacob Moran _____ Technical Search Specialist _____
Member Name (Print) **Task Force Position**

TX-TF1 Member (Signature)

Date

**Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Pharr FD)
Individual Member Letter of Endorsement**

Date: 7/12/2018

To: [Pharr FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Eloy Salazar].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

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Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org>.
4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

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11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
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 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

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Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

TX-TF1 Participating Agency Chief or designee (Print) **Rank/ title**

TX-TF1 Participating Agency Chief or designee (Signature) **Date**

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Eloy Salazar _____ HAZMAT Specialist _____
Member Name (Print) **Task Force Position**

TX-TF1 Member (Signature) **Date**

**Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Pharr FD)
Individual Member Letter of Endorsement**

Date: 7/12/2018

To: [Pharr FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Octaviano Hernandez].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

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4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
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6. Members must advise Employer of TX-TF1 activities that may require time off work.

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 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
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Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

TX-TF1 Participating Agency Chief or designee (Print)

Rank/ title

TX-TF1 Participating Agency Chief or designee (Signature)

Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Octaviano Hernandez _____

Rescue Team Manager _____

Member Name (Print)

Task Force Position

TX-TF1 Member (Signature)

Date

**Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Pharr FD)
Individual Member Letter of Endorsement**

Date: 7/12/2018

To: [Pharr FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Leonardo Perez].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or trainings.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org>.
4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
8. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
 - Diptheria/Tetanus (or Tetanus only if there is a contra-indication to Diptheria)
 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

Costs and requirements associated with TX-TF1 by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-TF1.

Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

TX-TF1 Participating Agency Chief or designee (Print) **Rank/ title**

TX-TF1 Participating Agency Chief or designee (Signature) **Date**

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

Leonardo Perez Task Force Leader
Member Name (Print) **Task Force Position**

TX-TF1 Member (Signature) **Date**

Contract: «Contract_»_____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on submission of a State of Plan Operation (SPO) with the Texas Law Enforcement Support Office (LESO).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department and Law Enforcement Support Office

What: Submit and complete application for LESO application. The National Defense Authorization Act authorizes the Secretary of Defense to transfer excess Department of Defense (DoD) personal property to Federal, state and local Law Enforcement Agencies (LEA) with special emphasis given to counter drug and counter terrorism. SPO can be terminated with a thirty days written notice

Where: LESO office is located in Austin, TX

When: Application is due August 31, 2018

Why: The LESO Program (formerly the 1033 Program) allows LEAs to receive DoD excess property.

Financial Consideration:

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the dissolved or disbanded LEA then becomes responsibility of the State.

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not apply .

ROUTING:

Jose Luengo

Patricia Rigney

City Management Office

Created/Initiated - 08/07/2018

Approved - 08/10/2018

Final Approval - 08/10/2018



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies only)

FOR LESO USE ONLY

☐ New Application

☐ Updated Application

* Indicates Required Fields

* Originating Agency Identifier (ORI) Number TX

SECTION 1:

* Agency Name: Agency DODAAC (If Known)

* Agency Physical Address: * City:

* State: * Zip Code: * Email: * Phone #: * Fax #:

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority:

* Full-time: * Part-time:

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.

	* Official Title / Rank	* First Name	* Last Name	* Email	* Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1						
#2						
#3						
#4						
#5						
#6						
#7						
#8						

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

- *(Check only one): ☐ I am signing this document as the CLEO of this law enforcement agency.
☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

BY INITIALING THE BOX BELOW, LEA's CERTIFY THEY WILL COMPLY WITH 10 U.S. CODE 2576a FOR ALL CONTROLLED EQUIPMENT.

- Initial Here ☐ I certify with the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.

*By signing this application, I certify under penalty of perjury that the foregoing is true and correct.
Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.*

*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
*EMAIL		*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

<u>Mike Lesko</u>		
*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory: _____ *Screener letter is valid one year from this date: _____

***SIGNATURE**

LESO Notes: _____

STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
TEXAS
AND THE

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) _____, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: TxLESOProgram@dps.texas.gov 512-424-7590

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*)

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) _____ understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q3. DLA LESO mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 5) Explosives and Pyrotechnics

F. LEAs that request items in Paragraph E above must provide all required information outlined on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit a detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve.

G. The (*LEA name*) _____ must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of “A” and “Q6” is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and applicable title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Applicable title and/or ownership will not be relinquished to any property with DEMIL Code of “Q6” that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of “A” and “Q6” will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and/or applicable title of DEMIL “A” and/or “Q6” items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive ownership and/or applicable title of DEMIL “A” and/or “Q6” items as governmental entities. Title and ownership of DEMIL “A” property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL “A” and/or “Q6” property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code “A” or “Q6” property assigned to their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time compensated law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator’s office no later than September 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator’s office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA’s possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator’s office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" and "Q6" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end November 15 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by November 15 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA nearly two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by November 15 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, the local Civilian Governing Body Official and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO.

- 2) Property with a DEMIL Code of “A” and “Q6” must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator’s office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property’s DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of “A” and “Q6” must be retained for two (2) calendar years from the date the property is removed from the LEA’s property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA’s property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs

associated with the transportation and turn-in of all property in the possession of the dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general

public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator, Chief Law Enforcement Official and Civilian Governing Body Official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Type / Print Chief Law Enforcement Official Name
(Chief, Sheriff, Constable etc)

Chief Law Enforcement Official Signature

Date (MM/DD/YYYY)

Type/Print Civilian Governing Body Authorized Official
(Mayor, City Manager, County Judge etc)

CGB Authorized Official Signature

Date (MM/DD/YYYY)

Mike Lesko

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Municipal Court

DIRECTOR: Marissa Hernandez

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Proposals for a third-party collection agency/law firm to collect municipal court fines for citations older than one year.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action authorizing City Manager to advertise a Request For Proposals for a third-party collection agency/law firm to collect municipal court fines for citations older than one year.

Financial Consideration: Contractor to base fees on a contingency basis dependent on amounts collected.

Staff Recommendation: Municipal court staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Marissa Hernandez

Approved - 08/07/2018

Patricia Rigney

Approved - 08/07/2018

Karla Moya

Approved - 08/09/2018

Sandra Zamora

Approved - 08/09/2018

City Management Office

Final Approval - 08/10/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for sealed bids for Sludge Management Services for the Water and Wastewater Treatment Plants.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action if any, going out for BID's for Sludge Management.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Diana Martinez

Created/Initiated - 08/09/2018

Jose Villegas

Approved - 08/09/2018

Sandra Zamora

Approved - 08/09/2018

Patricia Rigney

Approved - 08/09/2018

Karla Moya

Approved - 08/10/2018

City Management Office

Final Approval - 08/10/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to solicit a scope and fee proposal from an engineering firm to perform a traffic study of Las Milpas Rd.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This proposed traffic study will assist in evaluating the current traffic conditions of Las Milpas Rd. and provide the data and recommendations for any future road widening project of Las Milpas Rd.

Financial Consideration: To be determined.

Staff Recommendation: Staff recommends approval authorizing the City Manager to solicit a scope and fee proposal from an engineering firm that is on City of Pharr's approved list of qualified firms to perform a traffic study of Las Milpas Rd.

Alternatives:

ROUTING:

Hilda Pedraza
Omar Anzaldúa
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/08/2018
Approved - 08/10/2018
New - 07/12/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on request from Hidalgo County Democratic Party Chairperson Norma Ramirez for waiving of rental fees for the Pharr Events Center on Friday, August 17, 2018 for a fundraiser for the Hidalgo County Democratic Party.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Hidalgo County Democratic Party Chairperson Norma Ramirez is asking the City of Pharr to waive rental fees of the Pharr Events Center for a fundraiser for the Hidalgo County Democratic Party on Friday August 17, 2018.

Financial Consideration: The amount to be waived, if approved, would be the non-profit rate of \$2,500.

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Gary Rodriguez

Karla Moya

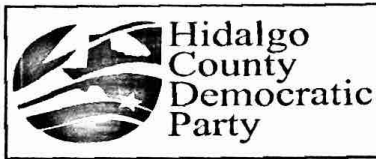
City Management Office

Created/Initiated - 08/09/2018

Approved - 08/09/2018

Approved - 08/10/2018

New -



P. O. Box 3903
Edinburg, TX 7840
Tel: 956-279-9999

July 20, 2018.

Gary Rodriguez,
Pharr Event Center,
118 South Cage Blvd,
Pharr, TX 78577

Dear Sir,

Request to waive event fees

I wish to request a waiver of the fees for the rental of the event center on August 17, 2018. The sound company Jim Melhart has graciously agreed to waive their fees and we will be responsible for security and police.

Thank you in advance for your consideration.

Sincerely,

Respectfully,

A handwritten signature in black ink, appearing to read "Norma Ramirez". The signature is written in a cursive style with a horizontal line underneath the name.

Norma Ramirez

Chairwoman



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on request from Food Bank RGV to waive Pharr Events Center rental fees for the 13th Annual Empty Bowls fundraiser on Tuesday, September 18, 2018 from 11:00 a.m to 1:30 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Food Bank RGV is requesting a waiver of rental fees of the Pharr Events Center to host the 13th Annual Empty Bowls fundraiser in the fight against hunger.

Financial Consideration: The amount to be waived, if approved, would be the non-profit rental rate of \$2,500.

Staff Recommendation: Staff recommends approval.

Alternatives: The alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 08/09/2018
Approved - 08/09/2018
Final Approval - 08/10/2018



**Board of Directors
2018**

President

Michelle Zamora
Inter National Bank

Vice President

Andrea Rodriguez
DoubleTree Suites

Treasurer

Yolanda Gonzalez
Wells Fargo Bank

Secretary

Jaime Tijerina
Attorney at Law

Lina Cantu Cruz
Sharyland ISD

Norma Guevara
La Mansion Ballroom

Jeana R. Long
Dykema Cox Smith

Abel Orendain
Orendain Dominguez,
Attorneys At Law

Linda Guerrero Deicla
KGBT-TV

Linda Martin
HEB

Dr. Roxana Lopez DDS

Advisory Board

Robert Levier
AIM Media

July 23, 2018

Dear Mr. Juan Guerra,

Celebrating 32 years of feeding the hungry in the Valley, The Food Bank of the Rio Grande Valley continues to strive to expand its programs and offerings to the community. The food bank is headquartered in Pharr, serving all of Hidalgo, Willacy and Cameron counties and distributed nearly 70 million pounds of food last year through 275 partner agencies (churches, shelters, etc.). We now help feed up to 64,000 people any given week.

We are asking for the use of the Pharr Events Center for our 13th annual Empty Bowls fundraiser on September 18, 2018, from 11:00am to 1:30pm. This generous in-kind donation will make a difference in our community by allowing us to continue in our work in fighting hunger and feeding hope here at home in the RGV.

The Food Bank of the Rio Grande Valley is proud to partner with the City of Pharr, as we are passionately committed to improving lives through food assistance, nutrition education, and access to community services. In order to meet our mission and provide services in our community, we rely on the generosity of individuals and businesses for support. Without the assistance of community-minded individuals just like you, we would not be able to serve those in our community each year.

Thank you to the City of Pharr for all that you do in the fight against hunger.

Sincerely,

DeAnne Economedes
Interim CEO & COO
Food Bank of the Rio Grande Valley
956-904-4505



Food Bank of the Rio Grande Valley, Inc.
P.O. Box 6251, McAllen, TX 78502 • 724 N. Cage Blvd, Pharr, TX 78577
Phone: (956) 682-8101 • Fax: (956) 682-7921
www.foodbankrgv.com





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.K.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action on Transportation Intermediaries Association Membership for \$1,040.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: On July 18, 2018, the Bridge Board approved the Transportation Intermediaries Association membership. Transportation Intermediaries Association is a third party logistics company (3PL) that acts as the facilitators to arrange the efficient and economical movement of goods, which will allow the Pharr Bridge to gain more customers.

Financial Consideration: \$1,040.

Staff Recommendation: Staff recommends membership approval with Transportation Intermediaries Association for a period of one (1) year.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Luis Bazan

Approved - 08/07/2018

Sandra Zamora

Approved - 08/08/2018

Luis Bazan

Approved - 08/10/2018

Patricia Rigney

New -

Karla Moya

City Management Office

Vanessa Guzman

From: Luis Bazan <luis.bazan@pharr-tx.gov>
Sent: Tuesday, July 10, 2018 11:36 AM
To: vanessa.guzman@pharr-tx.gov
Subject: FW: Pharr International Bridge

FYI

Luis A. Bazán
Bridge Director
City of Pharr
International Bridge
(956) 402-4660 O
(956) 638-2707 C
luis.bazan@pharr-tx.gov
www.pharrbridge.com
Pharr International Bridge
The Texas Corridor To International Trade
Your Connection. Your Business. Your Bridge.



From: John Heddon [mailto:Heddon@tianet.org]
Sent: Monday, July 09, 2018 12:31 PM
To: Luis Bazan <luis.bazan@pharr-tx.gov>; 'Tony Martinez' <tony.martinez@primotradingservices.com>
Subject: RE: Pharr International Bridge

Hi Luis, yes in your case you would be considered an Associate Member, so the pricing I am sure would be in our first category which is the \$660 per year, right now it is prorated for the remainder of this year plus next year so the advantage is you won't have to renew next year and it would be \$990 + a one time processing fee of \$50. We calculate the annual membership price on revenue that is brought in from logistics which in your case may be less than \$1M?

Thanks,
John

From: Luis Bazan [mailto:luis.bazan@pharr-tx.gov]
Sent: Monday, July 9, 2018 1:13 PM

Get Involved

Our Committees and Conferences are where members meet to help develop TIA policies and discuss specific industry issues. Committees and Conferences are open to all members, meet regularly via conference call, and offer a unique opportunity to contribute to TIA efforts and shape the future of your industry.

TIA Conferences

- Airfreight Logistics
- Highway Logistics
- Intermodal Logistics
- International Logistics

TIA Committees and Working Groups

- Environmental & Hazardous Material Subcommittee
- CSA-Carrier Selection Framework
- C-TPAT Subcommittee
- Government Freight Work Group
- Operations Committee
- Fraud Task Force
- Legal Committee
- Communications Committee
- Education Committee
- Membership Committee
- Veterans Hiring Initiative

LEARN MORE ABOUT GETTING INVOLVED

membership@tianet.org
703-299-5700



Transportation Intermediaries Association

1625 Prince Street
Suite 200
Alexandria, VA 22314

P 703.299.5700
F 703.836.0123
www.tianet.org



The Voice of the Third-Party Logistics Industry



Why Are You TIA?

TIA has provided an invaluable service to Trinity since we became members in 1987. As advocates of the freight brokerage industry, TIA does a fantastic job representing our business interests on Capitol Hill. Transportation intermediaries provide an increasingly valuable service, and TIA is here to pave the way for future growth.

Jeff Banning, CTB
President & CEO
Trinity Transport

We rely on the TIA Logistics Weekly and Logistics Journal for quick and easy reference material that keeps us current on industry news and trends. We also use TIA's online courses to provide consistent and convenient training to our staff, and our leadership attends TIA meetings and conferences throughout the year.

David W. Taylor, CTB
President
Midwestern Transit Service Inc.

TIA helps us keep on top of current laws and trends in the industry. Whenever I need an answer to any type of question, someone at TIA either knows the answer or knows a member who knows the answer. TIA is special because members, even though competitors, care about each other and help each other's business become the best it can be.

Kari Beck Dobrovolny
Chief Operating Officer
Pioneer Transfer, LLC

Make the Most of Your Membership

As the trade association for the 3PL industry, TIA is only as successful as our members. That's why our focus has always been on providing resources and services that help you grow your business.

TIA model contracts, frameworks, and journals are created from the collective insights of industry experts and are regularly updated to reflect the latest trends. These documents are available to all members at no additional cost and can save your company thousands of dollars and countless hours of work every year.

TIA Education courses and seminars provide invaluable continuing education for logistics professionals of all types and experience levels. As a member, your company receives a significant discount on all of our courses and conferences.

The TIA Advocacy team works on behalf of your company and our entire industry to help shape the regulations that affect your business and make sure that your voice is heard by lawmakers.

Whether you are new to the organization or have been a member for years, we encourage you to take advantage of all of your valuable TIA member benefits. Join us on our weekly new member orientation call, visit the Members Only section of tianet.org, or contact us at any time to find out more about how you can make the most of your membership.



Stand Out in Your Industry with Resources Built for 3PLs

Join us on our weekly new member orientation call, visit the Members Only section of tianet.org, or contact us at any time to find out more about how you can make the most of your membership.

membership@tianet.org



TIA Member Benefits

TIA Model Contracts

Developed and reviewed by a team of transportation attorneys, our model contracts are ready to use, save you thousands in legal fees, and help ensure that you are properly protecting your business.

- Broker-Shipper
- Broker-Carrier
- Co-Brokering
- Intermodal-Broker
- Broker-Shipper for Produce
- Freight Forwarder-Shipper

Frameworks

TIA Frameworks are created in conjunction with industry experts in order to give you recommended best practices on running your business and making the right call in tough situations.

- Carrier Selection
- Cargo Claims
- Government Freight
- Combating Fraud
- The Fair Labor Standards Act

Advantage Program

Save money on products and services for your business with special member discounts from leading industry vendors.

- Carrier Insurance Monitoring
- Credit Card Processing
- Loadboards
- Theft Prevention and Recovery
- TMS Software, and more

FIATA Affiliation

TIA is the only U.S. member of FIATA (International Federation of Freight Forwarders Association), representing the professional 3PL industry in every country around the globe.



- Affiliation with more than 40,000 3PL companies – one of the largest professional networks in the world
- Eligibility to become an individual member of FIATA, with listing in their online membership directory
- Maintain status for your FIATA group bond with TIA membership

TIA CONFERENCE

Our annual TIA Capital Ideas Conference & Exhibition is where 3PL CEOs and senior managers gather to explore the challenges facing our industry, discuss solutions, and learn about new ways to grow their businesses.

- The only meeting focused solely on the 3PL industry
- Network with member companies of all types and sizes
- Informative education sessions built specifically around the needs of 3PLs

TIA WATCHDOG®

Using data reported by more than 3,400 users across the country, TIA Watchdog allows you to review carriers for problems and avoid becoming a victim of fraud. Watchdog is a free service provided to all TIA members.

- View reports of unauthorized re-brokering
- Avoid having loads held hostage
- Know who has back solicited shippers
- Check for history of canceling or no-shows

TIA BOND

TIA Bond offers you unparalleled surety protection with coverage options of \$75,000, \$100,000 and \$250,000.

- TIA Bond logo on load boards lets you stand out to shippers
- Comprehensive claim support not found with cut-rate bond programs
- Save on your bond premiums as a TIA member

TIA EDUCATION

TIA offers the most extensive and convenient continuing education programs for the 3PL community. Classes and seminars are based on the real-world experiences of industry leaders, and are available 24/7 with open enrollment to fit your busy schedule.

- Certified Transportation Broker
- Partnership Selling in the Supply Chain
- New Broker Course
- Ethics in Transportation Brokerage
- Temperature Control Transport
- Free monthly webinars, and more

TIA ADVOCACY

TIA's Government Affairs team works hard to make sure that our members' voices are heard by lawmakers at the state and federal level.

- Regular meetings with members of Congress to help shape bills that affect the transportation industry
- TIAPAC, our bipartisan political action committee, enables members to have a unified and powerful voice with legislators
- Annual TIA Fly-in to Washington D.C. lets members meet in person with representatives on Capitol Hill

**The Voice of
the Third-Party
Logistics Industry**

Make the most of your membership!

Let us know how we can help

membership@tianet.org

703.299.5700

TIA 2018 MEMBERSHIP APPLICATION

Transportation Intermediaries Association

Applications must include copies of any applicable authority numbers and bonds. All TIA members are required to sign and adhere to the TIA Code of Ethics. Only fully completed and signed applications will be considered. Please print clearly or type information.

COMPANY NAME:

CONTACT NAME:

CONTACT TITLE:

MAILING ADDRESS:

STREET ADDRESS:

CITY:

STATE:

ZIP (+4):

COUNTRY:

TELEPHONE:

MOBILE PHONE:

FAX:

E-MAIL:

WEBSITE:

GROSS ANNUAL REVENUE: \$

REFERRED BY:

Member Categories and Dues

TIA membership is held by the company. **Membership dues are non-refundable** and are billed annually on a calendar year period. All things at TIA are based on honesty and ethics. We ask you, therefore, to provide your current Gross Annual Revenue from 3PL Services. Please circle your amount below.

Regular & Associate Membership

Dues are determined by **Gross Annual Revenue** (not including Processing Fee).

- Regular membership is open to companies whose principal business is arranging transportation of freight as a third party.
- Associate membership is open to suppliers, shippers, and carriers interested in third party transportation services who are not actively engaged in providing such services as regular members.

	\$0 - \$.99 Million	\$1M - \$4.99M	\$5M - \$9.99M	\$10M - \$14.99M	\$15M - \$19.99M	\$20M - \$49.99M	\$50M - \$124.99M	\$125M - \$249.99M	\$250M - \$374.99M	\$375M - \$499.99M	\$500M+
January	\$660	\$1,200	\$1,680	\$2,080	\$2,470	\$3,600	\$5,400	\$7,200	\$9,000	\$12,000	\$14,400
February	\$660	\$1,200	\$1,680	\$2,080	\$2,470	\$3,600	\$5,400	\$7,200	\$9,000	\$12,000	\$14,400
March	\$660	\$1,200	\$1,680	\$2,080	\$2,470	\$3,600	\$5,400	\$7,200	\$9,000	\$12,000	\$14,400
April	\$660	\$1,200	\$1,680	\$2,080	\$2,470	\$3,600	\$5,400	\$7,200	\$9,000	\$12,000	\$14,400
May	\$660	\$1,200	\$1,680	\$2,080	\$2,470	\$3,600	\$5,400	\$7,200	\$9,000	\$12,000	\$14,400
June	\$660	\$1,200	\$1,680	\$2,080	\$2,470	\$3,600	\$5,400	\$7,200	\$9,000	\$12,000	\$14,400
July (18 month)	\$990	\$1,800	\$2,520	\$3,132	\$3,708	\$5,400	\$8,100	\$10,800	\$13,500	\$18,000	\$21,600
August (17 month)	\$935	\$1,700	\$2,380	\$2,958	\$3,502	\$5,100	\$7,650	\$10,200	\$12,750	\$17,000	\$20,400
September (16 month)	\$880	\$1,600	\$2,240	\$2,784	\$3,296	\$4,800	\$7,200	\$9,600	\$12,000	\$16,000	\$19,200
October (15 month)	\$825	\$1,500	\$2,100	\$2,610	\$3,090	\$4,500	\$6,750	\$9,000	\$11,250	\$15,000	\$18,000
November (14 month)	\$770	\$1,400	\$1,960	\$2,436	\$2,884	\$4,200	\$6,300	\$8,400	\$10,500	\$14,000	\$16,800
December (13 month)	\$715	\$1,300	\$1,820	\$2,262	\$2,678	\$3,900	\$5,850	\$7,800	\$9,750	\$13,000	\$15,600

Payment *(All completed applications require pre-payment.)*

☐ Check (only checks payable to TIA in U.S. funds)

☐ Credit Card ☐ VISA ☐ MasterCard ☐ American Express

NAMES AS IT APPEARS ON CARD:

CARD NUMBER:

EXP. DATE:

BILLING ADDRESS:

SIGNATURE:

Membership Dues \$ _____
 Processing Fee \$50.00
 Total Amount Due \$ _____

75% of Association annual dues, may qualify as a business expense from federal taxes.

TIA is the United States Member of FIATA.



Operating Authorities

The Federal Government requires certain types of transportation services to possess operating licenses. All applications must include copies of applicable authority numbers and bonds. Please print clearly or type below operating authorities which apply to your organization.

DOT #	BROKER MC #	FREIGHT FORWARDER #	OTI #	NVOCC #
CARRIER MC #	IATA #	TSA-IAC #	OTHER LICENSES ON FILE	

Officers

TIA requires a list of all senior management within the company. Please provide this information below.

OWNER	EMAIL	PRESIDENT	EMAIL	VP	EMAIL
CEO	EMAIL	CFO	EMAIL	COO	EMAIL

Affiliation

Please disclose any relationship(s) you and all senior management have or have had with any other transportation entity within the past three (3) years. For example, this could be through a percentage of stock ownership, a loan, or a management position. If this requirement applies to you or any senior management, please provide the name of the company, and any related license numbers (MC, DOT, OTI, etc.)

Membership Requirements

- | | |
|---|--|
| ☐ Have no unexplained non-payment complaints | ☐ Minimum credit score of 80, or maximum days to pay of 30, or 3 credit references |
| ☐ Use written contracts and written rate confirmations | ☐ Have a written carrier selection criteria |
| ☐ Have insurance – specific policies are not specified | ☐ Applicant does not have any current TIA Watchdog reports filed against their organization |

Code of Ethics

As a condition of membership, all TIA members are required to sign and adhere to the TIA Code of Ethics. The Ethics Committee of TIA arbitrates, disputes and ensures that members adhere to the Code of Ethics. These articles have been adopted by the Transportation Intermediaries Association to promote and maintain high standards of professional service and ethical business conduct among its members.

1. A member shall deal fairly with customers, colleagues, fellow members, and the general public.
2. A member shall conduct his/her professional life in accordance with the interests of TIA, third-party transportation services industry, and general transportation public.
3. A member shall adhere to honesty and integrity and to generally accepted principles of professional conduct.
4. A member shall not engage in any practice, which tends to corrupt the integrity of TIA, the third-party transportation services industry or process of government.
5. A member shall make proper, just, and prompt payment for all contractual obligations.
6. A member shall abide by all lawful agreements to which he or she is a party, including all agreements with shippers, carriers and other transportation intermediaries.
7. A member shall compete vigorously - but not unfairly - with other members.
8. If a member has evidence that another member has been guilty of unethical, illegal or unfair practices, including those in violation of this Code, the member shall present information promptly to TIA.
9. A member shall maintain a credit rating required for TIA members.
10. A member shall use written contracts and written rate confirmations.
11. A member shall have a written carrier selection criteria.

As a member of the Transportation Intermediaries Association, I pledge:

- To participate in TIA activities, encourage and facilitate other logistics organizations to become TIA members, and will practice the professional standards outlined in the TIA Bylaws and Code of Ethics.
- To conduct business professionally, with truth, fairness, and responsibility to all customers, suppliers, associations, and TIA.
- To promote and actively participate in continuous improvement in both competence and knowledge within the third-party transportation services profession.
- To subscribe to and offer to the public uniform and consistent service.
- To protect the interests of the shipping public.
- To promote greater productivity of and awareness in the areas of freight transport, logistics management, intermediary activities, and industry related asset utilization.
- To adhere to the articles of the Code of Ethics as adopted by the governing Board of the Transportation Intermediaries Association.

I hereby acknowledge that these provisions govern my membership. I certify that I will actively participate in TIA activities and will practice the professional standards as outlined in the TIA Bylaws and the Code of Ethics. In addition, I certify that the above information is true and correct to the best of my knowledge and I understand that membership in good standing is contingent upon same.

COMPANY: _____ DATE: _____

NAME (PLEASE PRINT OR TYPE): _____ TITLE: _____

SIGNATURE: _____

By applying or renewing your membership with TIA you (1) agree to be bound by the TIA Code of Ethics and any changes made to it, (2) that you have read and understand the TIA By-Laws, (3) that the above information is accurate, (4) that all licenses are valid and proper insurance is on file, and (5) that you and all senior management of the above named TIA member have no insolvency or ownership interest in a transportation related company, which has become insolvent in the past year, (6) have expressly granted permission to TIA to perform credit and background checks on the member or applying member (7) allow the TIA Political Action Committee (TIAPAC) to be the one trade association authorized to solicit you and all other executive personnel for contributions in 2018.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action 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 - 08/09/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.1.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Scalisi's Chicago Pizza & More is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 912 East Nolana Loop, Suites R, S and T. **CUP# 170637**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Scalisi's Chicago Pizza & More 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). **CUP# 170637**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Hilda Pedraza

Roland Gomez

Melanie Cano

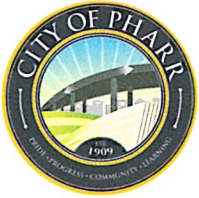
City Management Office

Created/Initiated - 08/07/2018

Approved - 08/07/2018

Approved - 08/09/2018

Final Approval - 08/10/2018



Pharr



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

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

Executive Summary Letter

August 6, 2018

Conditional Use Permit for ABC –

Scalisi's Chicago Pizza & More

Background:

Scalisi's Chicago Pizza & More is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Scalisi's Chicago Pizza & More.

The property is located at 912 East Nolana Loop, Suites R, S and T. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-SCALISI'S CHICAGO PIZZA & MORE_PATRICIA SCALISE_2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 6, 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#170637 (SCALISI'S CHICAGO PIZZA & MORE)
--

GENERAL INFORMATION:

APPLICANT: Scalisi's Chicago Pizza & More is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.073 of an acre, more or less, out of Lot 2, Nolana Business Plaza Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 912 East Nolana Loop, Suites R, S and T.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

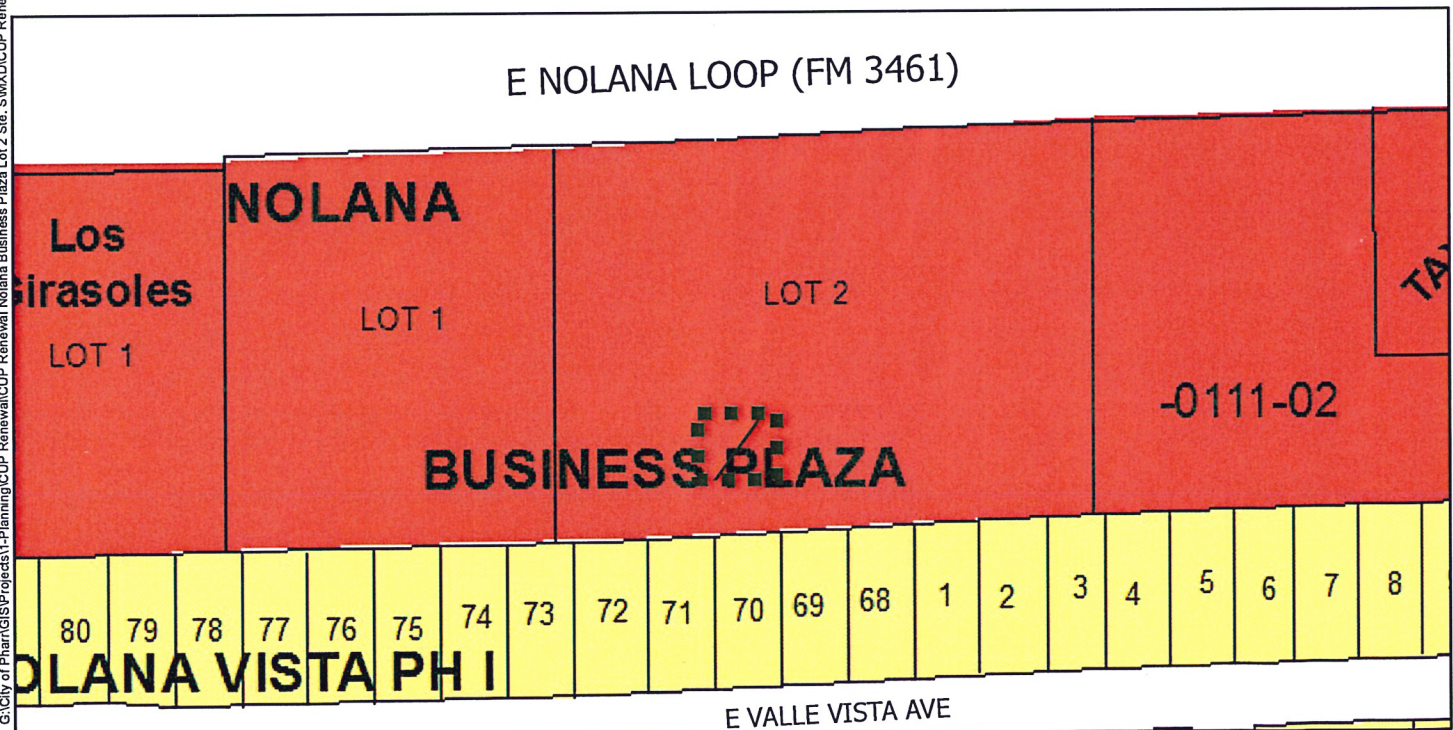
Recommends approval of
the Conditional Use Permit.

**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

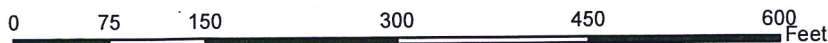
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | 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 | |

Scale: 1 inch = 150 feet



Date: 6/7/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.2.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Rommel Organista, d/b/a Kurai Chinese & Sushi 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 being Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1. **CUP# 120424**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Rommel Organista, d/b/a Kurai Chinese & Sushi 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). **CUP# 120424**

Financial Consideration: N/A

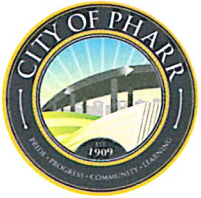
Staff Recommendation: Development Services is recommending approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department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

Alternatives: N/A

ROUTING:

Hilda Pedraza
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/09/2018
Final Approval - 08/10/2018



Pharr



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

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

Executive Summary Letter

August 6, 2018

Conditional Use Permit **Renewal** for ABC – Kurai Chinese & Sushi Restaurant

Background:

Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Kurai Chinese & Sushi Restaurant

The property is located at 1201 South Jackson Road, Suite 1. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_KURAI CHINESE & SUSHI RESTAURANT_2012



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 6, 2018

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#120424 (KURAI CHINESE & SUSHI RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Rommel Organista, d/b/a Kurai Chinese & Sushi 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 being Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson, Suite 1.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North, South, and East and Pharr City Limit lies to the West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

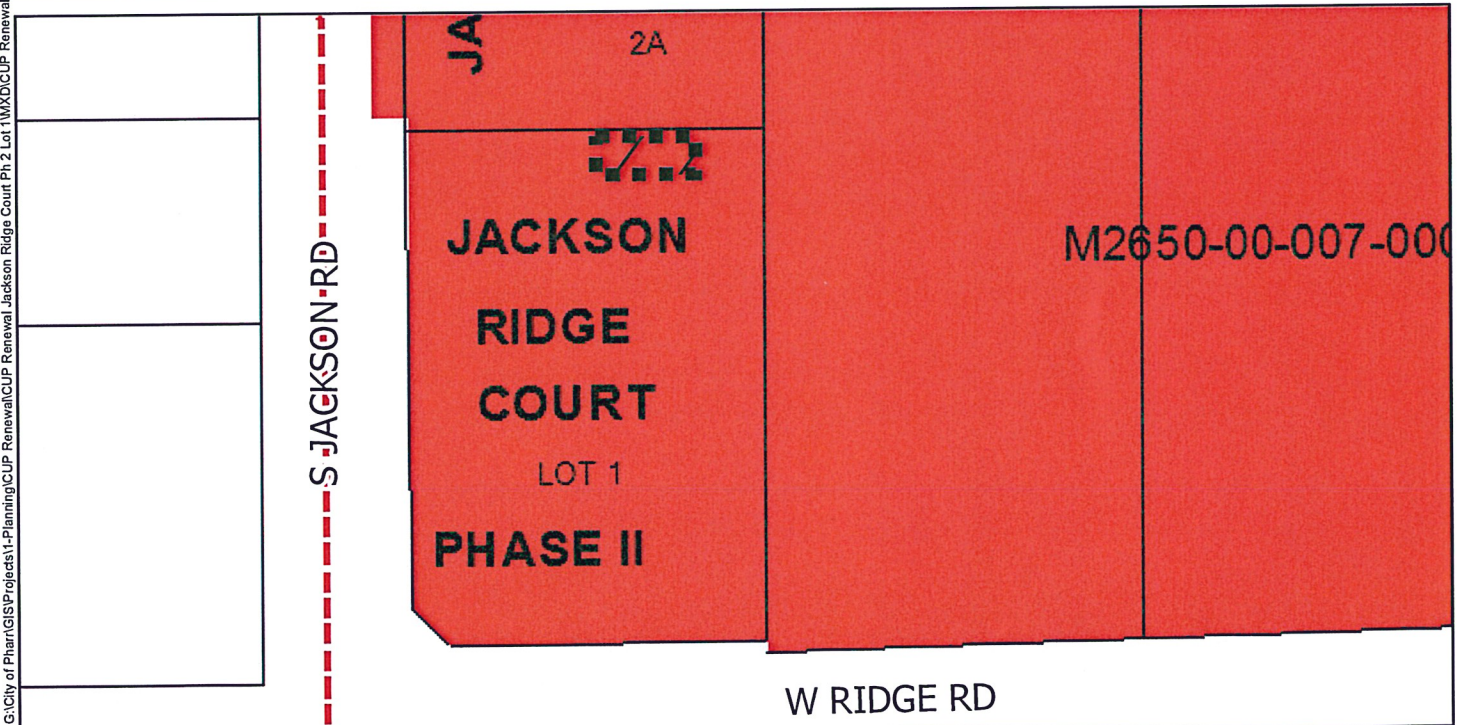
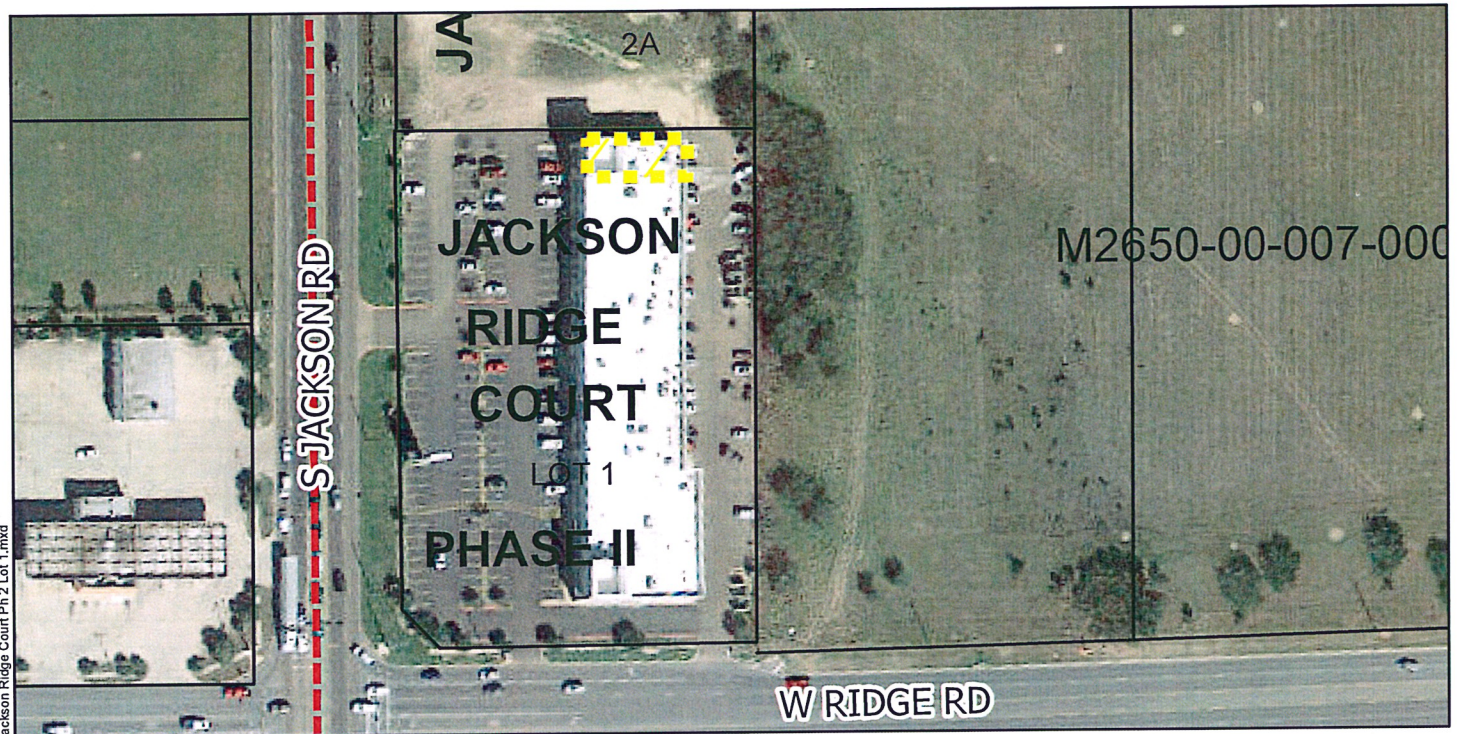
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 | |

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.3.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). **CUP# 180648**

Financial Consideration: N/A

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

The Planning and Zoning Commission carried the motion by majority with five (5) of the members voting yea and one (1) member abstaining to approve the request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Roland Gomez

Approved - 08/07/2018

Melanie Cano

Approved - 08/09/2018

City Management Office

Final Approval - 08/10/2018



MEMORANDUM

DATE: MONDAY, AUGUST 6, 2018

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC
FILE NO. **CUP#180648** (SMOKIN' MOON, LLC.)

GENERAL INFORMATION:

APPLICANT: Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 1-A, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1617 West Polk Avenue.

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

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
FIRE DEPARTMENT:	Inspection is pending for the Conditional Use Permit

**CODE COMPLIANCE
DIVISION:**

Inspection is pending for
the Conditional Use Permit.

HEALTH DIVISION:

Inspection is pending for
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

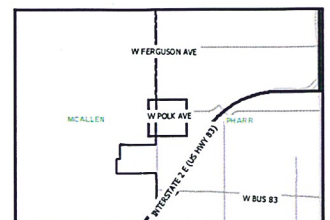
Ten (10) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

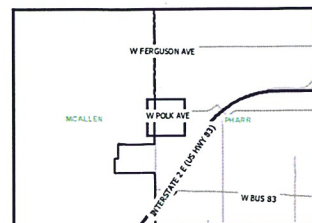
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

**PLANNING & ZONING
COMMISSION:**

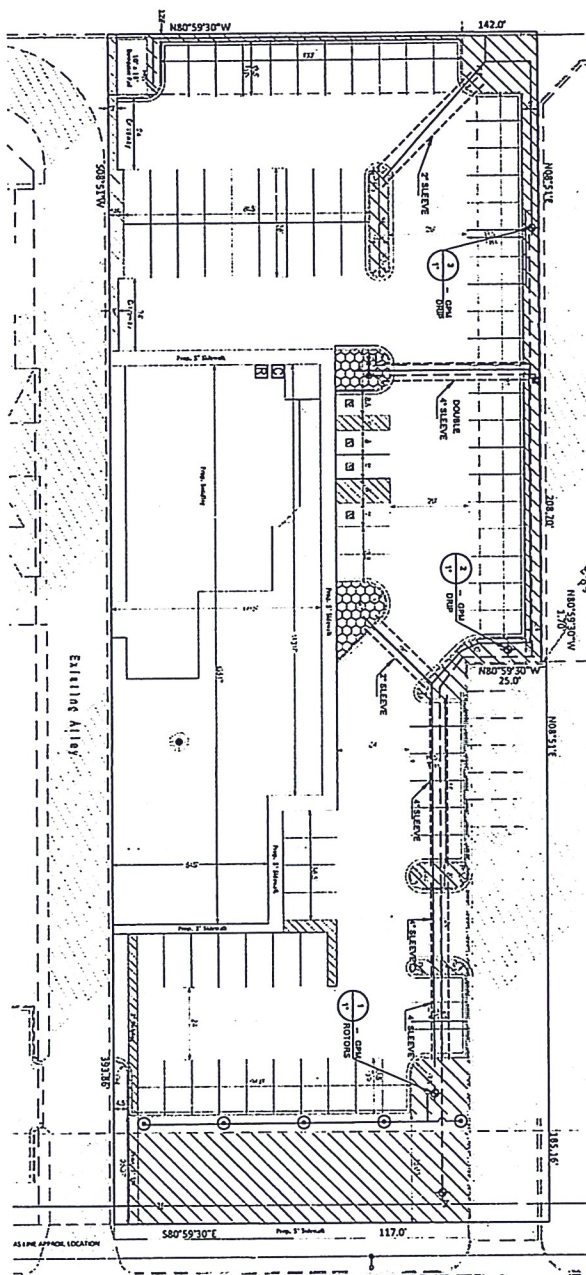
The Planning and Zoning Commission carried the motion by majority with five (5) of the members voting yea and one (1) member abstaining to approve the request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to site being in compliance with all City Ordinances and City Departments requirements.







NORTH



PIPE SIZING CHART - CLASS 200 SPRAY HEAD / BUBBLERS LATEXALS ODIP IRRIGATION SUPPLY LINES NETFARM SUPPLY / EXHAUST HEADER	Zone / Pressure Zone	Pipe Size
0-10 GPM	PVC 3/4"	
10-11.8 GPM	PVC 1"	
16-1.28 GPM	PVC 1 1/2"	
20-1.34 GPM	PVC 1 1/2"	
24-1.55 GPM	PVC 2"	
55-1.80 GPM	PVC 2 1/2"	

3/4" is minimum pipe size. For other pipe
sizing, use Pressure - GPM and this chart.

	Variable capacitor
	Variable resistor
	Variable inductor
	Variable capacitor
	Variable resistor
	Variable inductor
	Variable capacitor
	Variable resistor
	Variable inductor
	Variable capacitor
	Variable resistor
	Variable inductor
	Variable capacitor
	Variable resistor
	Variable inductor
	Variable capacitor
	Variable resistor
	Variable inductor

As you can see, the **data** variable is a list of lists. Each list represents a row of data. The first list is the header row, which contains the names of the variables. The other lists are the data rows, which contain the values for each variable. You can access the data in the **data** variable using the **data** variable name and the row and column indices. For example, to access the value in the first row and first column, you would use **data[0][0]**. To access the value in the second row and second column, you would use **data[1][1]**. You can also use the **data** variable to access the data in a specific row or column. For example, to access the data in the first row, you would use **data[0]**. To access the data in the second column, you would use **data[:,1]**.

A schematic diagram of a pump assembly. A circle represents the pump body, with a horizontal line through its center. Above the line, the number '4' is written. Below the line, the text '48 GPM' is written. To the left of the circle, the text '2"-' is written. Two lines extend from the right side of the circle, representing outlets. The top line is labeled 'OUTLET PLS. 1000' and the bottom line is labeled 'OUTLET 1000'.



PHARR, TEXAS



41 E. BIRCH AVE
MALLER, TX 75041
TEL (940) 616-1899
FAX (940) 616-6106

IRRIGATION PLAN

IR.1



SMOKED MEATS BY THE 1/2 LB

PRIME BRISKET	8.99
BURNT ENDS	12.99
BEEF DINN RIB	21.99
PORK SPARE RIBS	8.99
PULLED PORK	8.99
1/2 BBQ GRILLED CHICKEN (POLLO ASADO)	8.99

SANDWICHES

SLOPPY JUDE	10.99
Brisket, Pulled Pork and sausage topped with coleslaw and our in house sweet sauce	
PULLED PORK SANDWICH	8.99
CHOPPED BRISKET SANDWICH	8.99

PLATES

1 MEAT 2 SIDES	12.99
2 MEATS 2 SIDES	15.99
3 MEATS 2 SIDES	18.99

TACOS AND MORE

LOADED BAKED POTATO

Your choice of pulled pork or chopped brisket: 8.99

PULLED PORK TACOS

Pulled pork, cole slaw, crema and cotija cheese 10

BRISKET TACOS

Chopped Brisket, Shredded american cheese, house crema and salsa 12

PULLED PORK SLIDERS

9

BRISKET MACHOS

Shredded brisket, american cheese, cilantro and crema (can substitute for pulled pork) 15

LOADED CHEESE FRIES

Your choice of brisket or pulled pork, house pico, crema and cilantro 12

SMOKIN' MOON STUFFED PEPPERS

8

CHICKEN WINGS

12 pc wings tossed in your choice of Chipotle, BBQ, Lemon Pepper or Buffalo Sauce 13

SIDES

HAND CUT CHIPS/ FRIES

4

HAND BATTERED ONION RINGS

8

3 CHEESE MAC

SMALL	MEDIUM	LARGE
3.50	6.50	11.50

COLE SLAW

SMALL	MEDIUM	LARGE
3.50	6.50	11.50

BBQ BEANS

SMALL	MEDIUM	LARGE
3.50	6.50	11.50

MEXICAN ST CORN

SMALL	MEDIUM	LARGE
3.50	6.50	11.50

DESSERTS

PECAN PIE

4

PAPPAS PUDDING

6

PEACH COBBLER

4





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.4.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: The City of Pharr, d/b/a Pharr Events Center, has filed a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 1, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3000 North Cage Boulevard. **CUP# 160627**

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, d/b/a Pharr Events Center, has filed a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP# 160627**

Financial Consideration: N/A

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

Alternatives: N/A

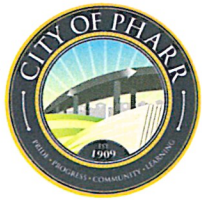
ROUTING:

Hilda Pedraza
Roland Gomez
Melanie Cano

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/09/2018

City Management Office

Final Approval - 08/10/2018



Pharr



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

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

Executive Summary Letter

August 6, 2018

Conditional Use Permit for ABC –

Pharr Events Center

Background:

The City of Pharr is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Pharr Events Center.

The property is located at 3000 North Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_PHARR EVENTS CENTER_CITY OF PHARR_2016



MEMORANDUM

DATE: MONDAY, AUGUST 6, 2018

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#160627** (CITY OF PHARR, D/B/A PHARR EVENTS CENTER)

GENERAL INFORMATION:

APPLICANT: The City of Pharr, d/b/a Pharr Events Center, has filed a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 1, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 3000 North Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural Open-Space District (A-O) to the North, Limited Industrial District (L-I) to the South, Mobile-Home Residential District (R-MH) to the East and General Business District (C) and Limited Industrial District (L-I) to the West. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

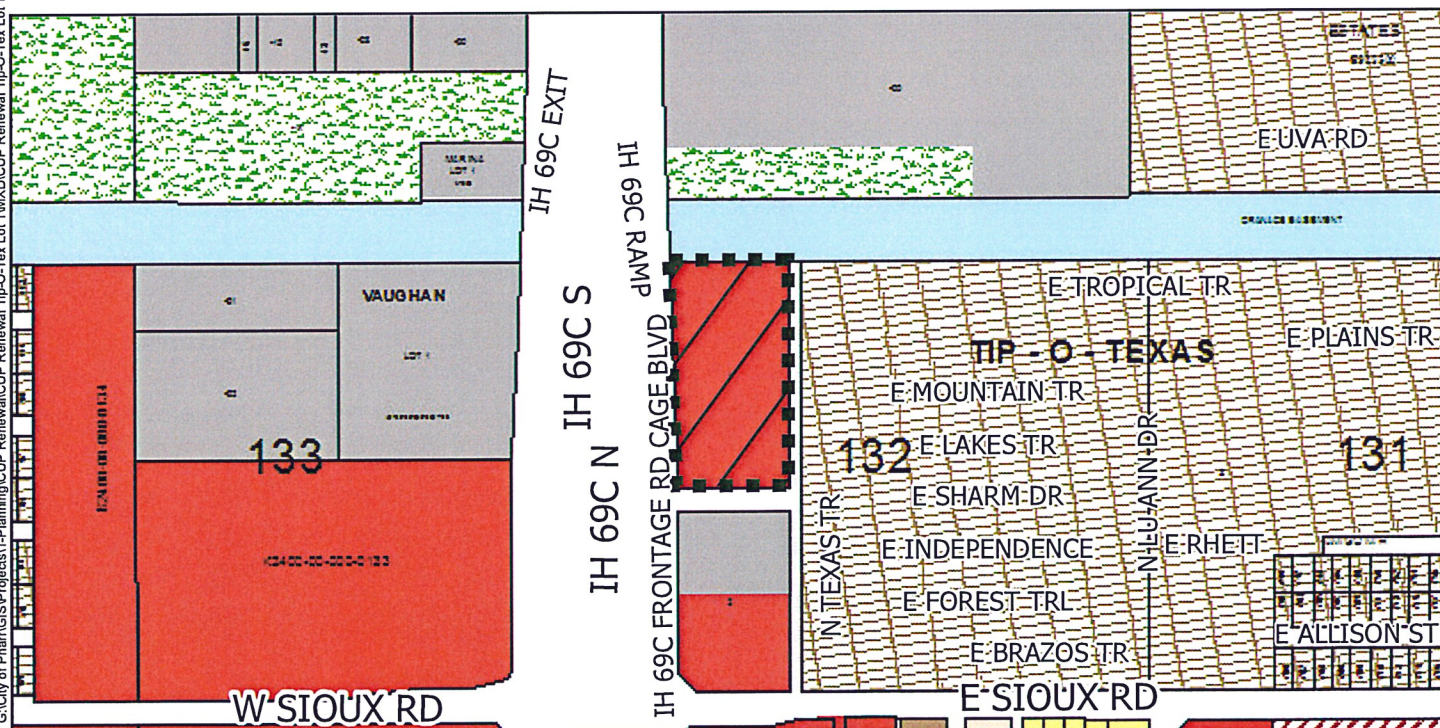
Recommends approval of the Conditional Use Permit.

**PLANNING
DEPARTMENT:**

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATION:**

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.5.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being 0.064 acres, more or less, out of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D. **CUP#160737**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements and the additional requirements set forth by the Board of Commissioners.

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/09/2018

City Management Office

Final Approval - 08/10/2018



Pharr



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

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

Executive Summary Letter

August 13, 2018

Conditional Use Permit for ABC –

Marta's Bar
CUP#160737

Background:

Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hour Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Marta's Bar.

The property is located at 410 West State Street, Suite D. 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 and Late Hour Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC-Marta's Bar_S Alvarez_2016

MEMORANDUM

DATE: AUGUST 13, 2018
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#160737 (MARTA’S BAR)

GENERAL INFORMATION:

APPLICANT: Marta’s Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being 0.064 acres, more or less, out of Lots 13-16, and the W10’ out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 410 West State Street, Suite D.

ZONING: The property is currently zoned Business District (C-2). The zoning to the North is Single-Family Residential District (R-1), General Business District (C) to the South and West, and Business District (C-2) to the East. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

CODE DIVISION:

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

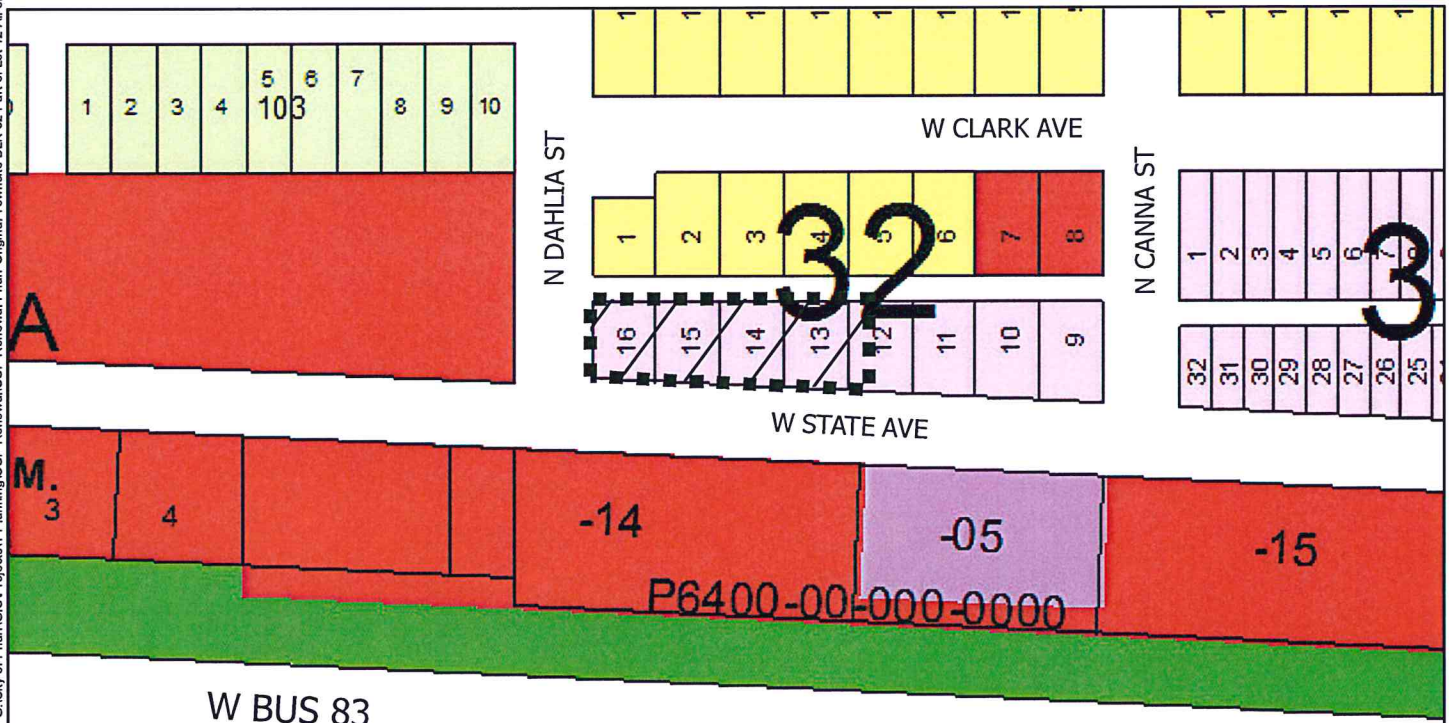
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

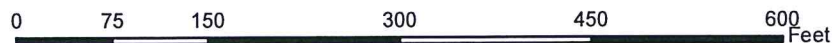
Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements and the additional requirements set forth by the Board of Commissioners.

Conditional Use Permit Renewal
 Pharr Original Townsite BLK 32
 Part of Lot 12 All of 13-16
 Marta's Bar/ Senovia Alvarez



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 | |

Scale: 1 inch = 150 feet



Date: 7/6/2018

CODE DIVISION:

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.6.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. **CUP#160633**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, 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: N/A

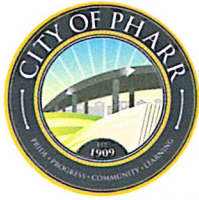
Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances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

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/09/2018
Final Approval - 08/10/2018



Pharr



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

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

Executive Summary Letter

August 13, 2018

Conditional Use Permit for ABC –

Bar B Cutie Smokehouse
CUP#160633

Background:

O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2ND renewal for Bar B Cutie Smokehouse.

The property is located at 1933 West Interstate 2. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Bar B Cutie Smokehouse_O & C Bar B Que, LLC_2016



MEMORANDUM

DATE: AUGUST 13, 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#160633 (BAR B CUTIE SMOKEHOUSE)
--

GENERAL INFORMATION:

APPLICANT: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1933 West Interstate 2.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION

Recommends approval of
the Conditional Use Permit.

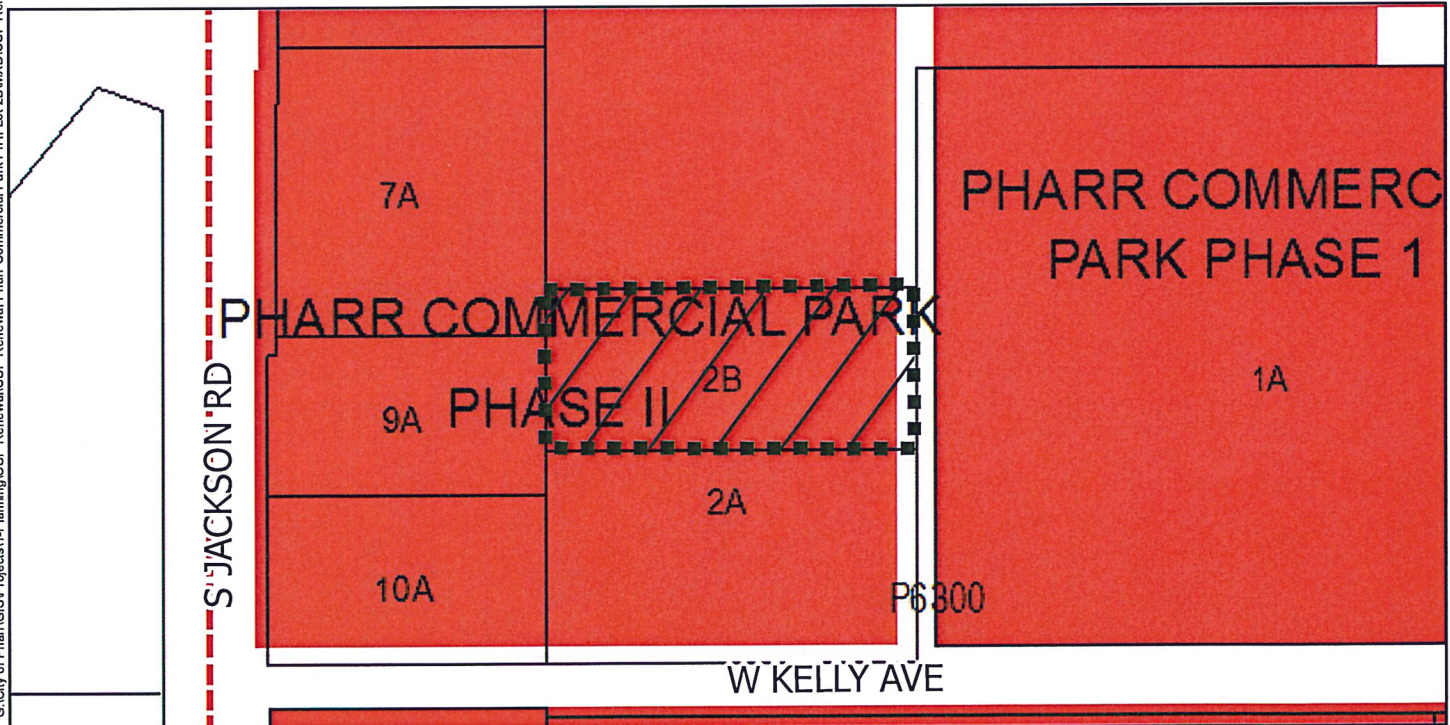
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.7.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. **CUP#130630**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Financial Consideration: N/A

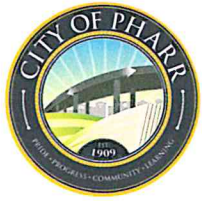
Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with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

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/09/2018
Final Approval - 08/10/2018



Pharr



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

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

Executive Summary Letter

August 13, 2018

Conditional Use Permit for ABC –

Doc's Billiards & Sports Bar
CUP#130630

Background:

Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Doc's Billiards & Sports Bar.

The property is located at 917 West Ferguson Avenue. 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 and Late Hours 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 Hernandez dba Docs Billards & Sports Bar_2013



MEMORANDUM

DATE: AUGUST 13, 2018

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#130630 (DOC'S BILLIARDS & SPORTS BAR)
--

GENERAL INFORMATION:

APPLICANT: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 917 West Ferguson Avenue.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE DIVISION:

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

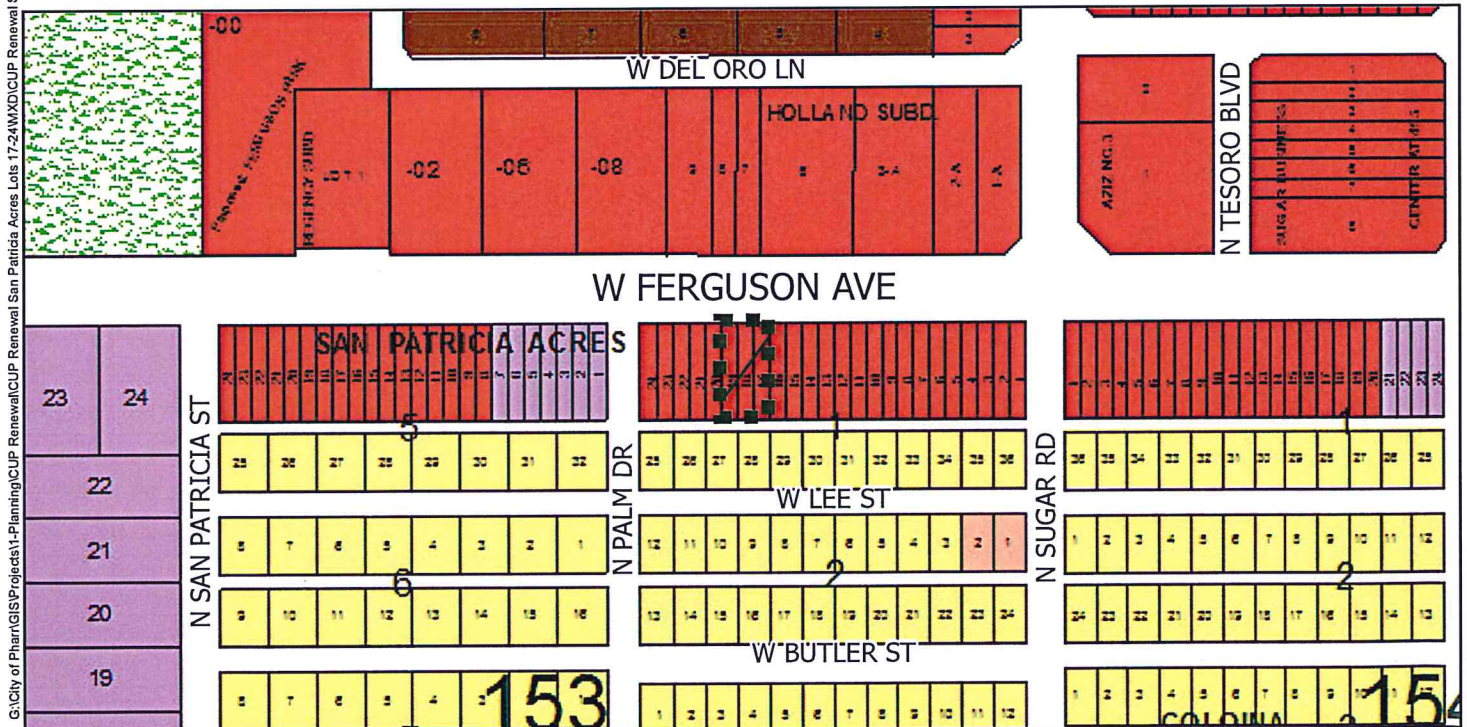
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.M.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 08/09/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.M.1.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: NAIN Engineering, L.L.C., representing Elign Xavier, owner, is requesting final plat approval of the proposed Las Canteras Plaza Subdivision. The property is legally described as 1.08 acres of land out of Lot 7, Block 5, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 3000 Block of North Jackson Road. **SUB#180413**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: NAIN Engineering, L.L.C., representing Elign Xavier, owner, is requesting final plat approval of the proposed Las Canteras Plaza Subdivision. **SUB#180413**

Financial Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Las Canteras Plaza Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Las Canteras Plaza Subdivision.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 08/07/2018

Approved - 08/07/2018

Approved - 08/09/2018

Final Approval - 08/10/2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 06, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: LAS CANTERAS PLAZA SUBDIVISION FILE NO. SUB#180413
--

GENERAL INFORMATION:

APPLICANT: NAIN Engineering, L.L.C., representing Elign Xavier, owner, is requesting final plat approval of the proposed Las Canteras Plaza Subdivision.

LEGAL DESCRIPTION: The property is legally described as 1.08 acres of land out of Lot 7, Block 5, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 3000 Block of North Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Agricultural and/or Open Space District (A-O) to the north and south, Heavy Commercial District (H-C) to the east, and the City of Pharr's City Limits to the west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Retail/wholesale.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Las Canteras Plaza Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

1. In compliance.

EASEMENTS:

1. In compliance.

**SIDEWALK:
ADA:**

1. In compliance.

FIRE PROTECTION:

1. In compliance.

WATER:

1. In compliance.

SEWER:

1. In compliance.

DRAINAGE:

1. In compliance.

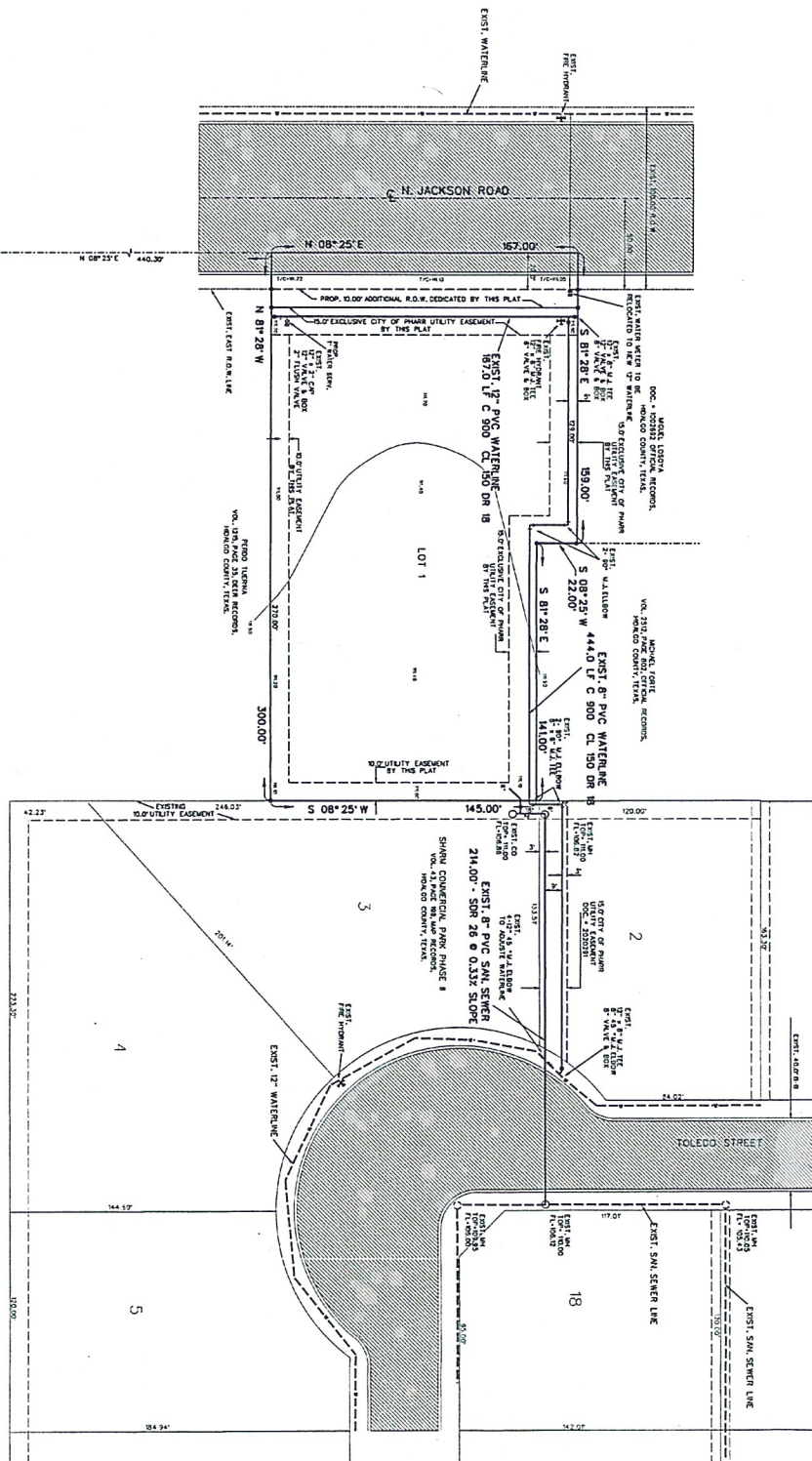
OTHER:

1. Contractor shall provide maintenance bond prior to subdivision recordation.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Las Canteras Plaza Subdivision.

Scale 1" = 30'



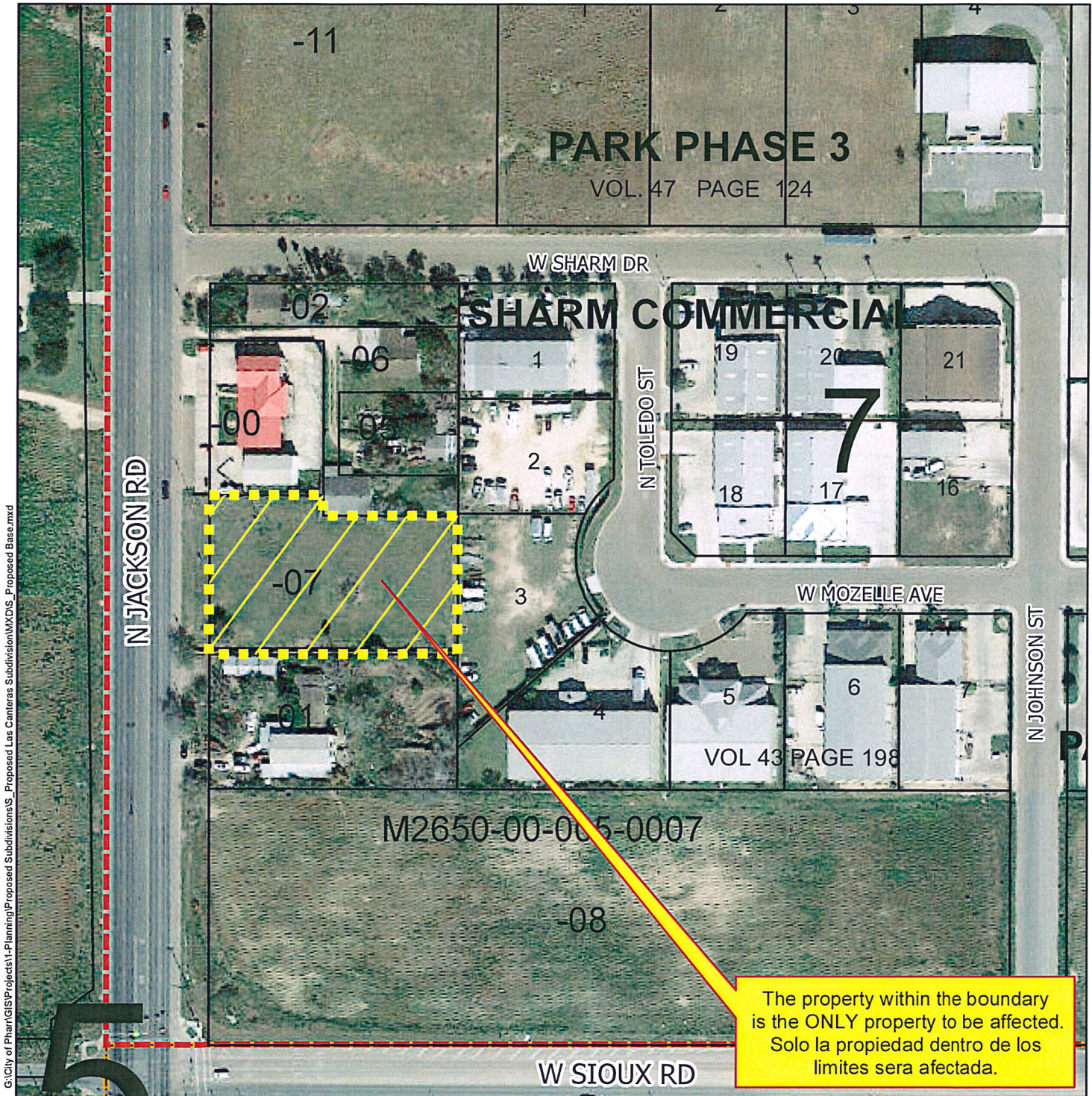
- GENERAL NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.

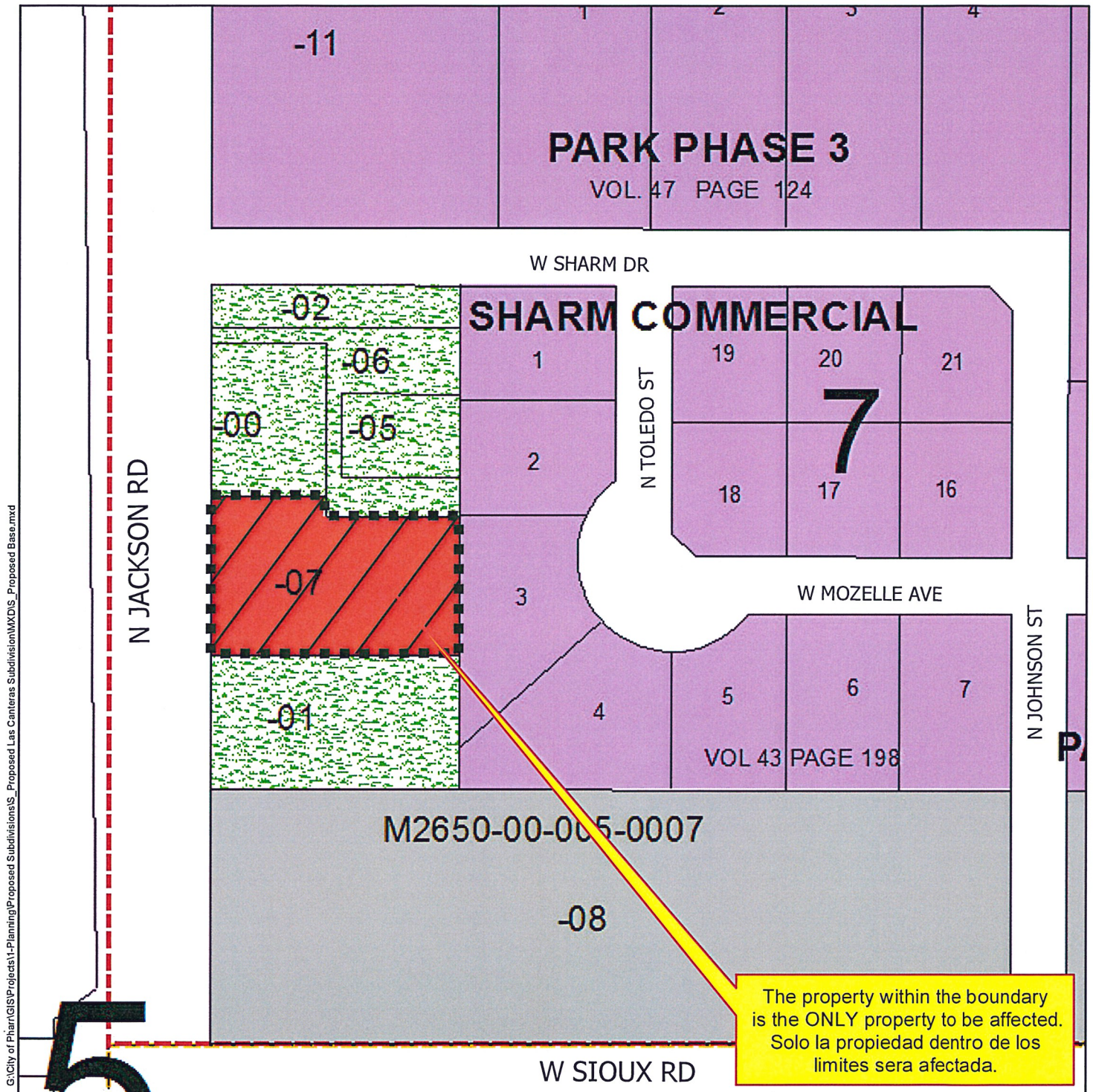


NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DOWNA, TEXAS 79537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

**UTILITY LAYOUT
&
TOPOGRAPHY**

**LAS CANTERAS
PLAZA**





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	





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED:

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution cancelling/re-scheduling the City Commission Regular Meeting of Monday, September 3, 2018 due to Labor Day holiday.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Monday, September 3, 2018 is Labor Day; therefore City Commission meeting needs to be cancelled or re-scheduled to Tuesday, September 4, 2018.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created -

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N

NO: R-2018-

WHEREAS, Article III, Section 1 of the Charter of the City of Pharr authorizes the Board of Commissioners to fix the time for the two (2) regular meetings per month of the Board of Commissioners of the City of Pharr; and

WHEREAS, The Board of Commissioners have by motion made and seconded unanimously agreed to designate the time of 4:00 p.m. on every first and third (1st & 3rd) Monday of every month for the regular City Commission Meetings; and

WHEREAS, The City Commission Regular Meeting of Monday, September 3, 2018 needs to be cancelled or re-scheduled to Tuesday, September 4, 2018 due to Labor Day holiday.

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

The meeting of the Board of Commissioners of Monday, September 3, 2018 is cancelled or scheduled for Tuesday, September 4, 2018.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR this the 6th day of August, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: HR

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to the term of Mario Lizcano expiring on September 5, 2018; appointment/re-appointment needs to be made at this time. Such member shall serve a 3-year term.

Please be advised Mr. Mario Lizcano has expressed interest in continuing to serve.

Financial Consideration: N/A

Staff Recommendation: Staff recommends re-appointment of member.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Anali Alanis
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Final Approval - 08/10/2018

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§

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NO. R-2018-_____

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: GMCD

DIRECTOR: Raul Garza

Agenda Item: Consideration and action, if any, on Resolution for revised Action Plan 2018 budget for submission to the U. S. Department of Housing & Urban Development (HUD).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to the City Commission action on the July 16th meeting, changes to the proposed Action Plan for 2018 required a fifteen (15) day comment period allowing the Citizens the opportunity to make their views known "for or against" with regard to the changes in the original Action Plan 2018.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Raul Garza

Approved - 08/07/2018

Patricia Rigney

Approved - 08/07/2018

Karla Moya

Approved - 08/09/2018

City Management Office

Final Approval - 08/10/2018

STATE OF TEXAS

COUNTY OF HIDALGO

R E S O L U T I O N

CITY OF PHARR

NO. _____

WHEREAS, the City of Pharr, Texas has received formal notification from the U.S. Department of Housing and Urban Development (HUD) on its Program Year (PY) 2018 Annual Action Plan allocation, and

WHEREAS, the PY 2018 City of Pharr Annual Action Plan allocation from the Community Development Block Grant (CDBG) has been set at \$1,202,024.00 by HUD

WHEREAS, the City of Pharr has followed its Citizens Participation Process to award CDBG funds to Community Development activities in the City as outlined in Exhibit "A".

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

SECTION 1: The Board of City Commissioners finds that the City of Pharr hereby submits its PY 2018 Community Development Block Grant One Year Action Plan to the U.S. Department of Housing and Urban Development.

SECTION 2: The Mayor is hereby authorized to sign any and all documents in relation to The One Year Action Plan.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE _____ DAY OF AUGUST, 2018

CITY OF PHARR

Dr. AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK

CITY OF PHARR, HIDALGO COUNTY, TEXAS 2018 ANNUAL ACTION PLAN
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HUD MATRIX CODE	ACTIVITY DESCRIPTION	RECOMMENDATIONS
05Q	<u>SUBSISTENCE PAYMENTS</u>	
	Salvation Army	\$ 4,000.00
	(Rental Assistance)	
03F	<u>PARKS & RECREATIONAL FACILITIES</u>	
	Jones Box Park	\$376,024.00
	(Phase III Improvements)	
05W	<u>FOOD BANKS</u>	
	Food Bank of the RGV	\$ 10,000.00
	(Food Pantry)	
05M	<u>HEALTH SERVICES</u>	
	Su Casa de Esperanza	\$ 13,000.00
	(Early Childhood/Prenatal Program)	
05H	<u>EMPLOYMENT TRAINING</u>	
	RGV Literacy Center	\$ 10,000.00
	(ESL Classes)	
05A	<u>SENIOR SERVICES</u>	
	Amigos Del Valle	\$ 10,000.00
	(Meals on Wheels)	
	Area Agency on Aging	\$ 3,000.00
	(Medial Equipment Assistance)	
	Silver Ribbon	\$ 4,000.00
	(Utility Assistance)	
05D	<u>YOUTH SERVICES</u>	
	Fire House Boxing Gym	\$ 10,000.00
05E	<u>TRANSPORTATION SERVICES</u>	
	Lower Rio Grande Valley Development Council	\$ 50,000.00
	(Valley Metro Transit System)	
05N	<u>ABUSED AND NEGLECTED CHILDREN</u>	
	Children Advocacy Center	\$ 15,000.00
	(Forensic Interviewer Salaries)	
	CASA of Hidalgo	\$ 3,000.00
	(Salaries for two (2) Advocates)	
14A	<u>REHABILITATION SINGLE-FAMILY RESIDENTIAL UNIT</u>	
	Affordable Homes of South Texas Inc.	\$100,000.00
	(Rehabilitation/Reconstruction Assistance)	
19F	<u>SECTION 108 LOAN</u>	
	7 TH Year Repayment	\$355,000.00
21A	<u>GENERAL PROGAM ADMINISTRATION</u>	
	Planning and Administration	\$239,000.00
TOTAL:		\$1,202,024.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: GMCD

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution for Substantial Amendment to the city's five (5) year Consolidated Plan & Strategy (CPS) for submission to the U.S. Department of Housing & Urban Development (HUD).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: HUD has approved the City's request to add a sixth (6th) year to the five (5) year Consolidated Plan & Strategy (CPS) as per the Citizens Participation plan.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Raul Garza

Approved - 08/07/2018

Patricia Rigney

Approved - 08/07/2018

Karla Moya

Approved - 08/09/2018

City Management Office

Final Approval - 08/10/2018

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF PHARR

R E S O L U T I O N

NO. _____

WHEREAS, the City of Pharr, Texas Consolidated Plan & Strategy is a 5-year strategic planning document that identifies the housing, community, and economic development short-and long-term needs, objectives, priorities and goals, and

WHEREAS, it is a requirement of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program and must be developed by grantee communities in order to receive CDBG program funding.

WHEREAS, HUD has authorized the City of Pharr to extend its 5-year Consolidated Plan & Strategy for a period of one year and will allow the City to increase its long-term funding and proposed accomplishments and,

WHEREAS, the 6-year Substantial Amendment of the Consolidated Plan & Strategy will cover a period of October 1, 2018 through September 30, 2019.

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

SECTION 1: The Board of City Commissioners finds that the City of Pharr hereby submits its Substantial Amendment on the 5-year Consolidated Plan & Strategy to the U.S. Department of Housing and Urban Development and extend it as a 6-year Consolidated Plan & Strategy.

SECTION 2: The Mayor is hereby authorized to sign any and all documents in relation to Substantial Amendment of the 5-year Consolidated Plan & Strategy.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE _____ DAY OF AUGUST, 2018

CITY OF PHARR

Dr. AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing publication of Notice of intention to issue Certificates of Obligation in an aggregate principal amount not to exceed \$20,000,000.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As part of the City of Pharr 3-Yr Financing plan approved last FY, City is now ready to issue second phase of debt for an estimated amount of \$18.2 million for construction projects.

A publication of Intent is legally required to be advertised.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 08/07/2018

Approved - 08/09/2018

Approved - 08/09/2018

Final Approval - 08/10/2018

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION, IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 FOR THE
ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN
PUBLIC WORKS AND AUTHORIZING CERTAIN OTHER MATTERS
RELATING THERETO

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City Commission (the “City Commission”) of the City of Pharr, Texas (the “City”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of certain public works for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Commission has determined that it is in the best interests of the City and otherwise desirable to issue the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018, in one or more series, in an aggregate principal amount not to exceed \$20,000,000 (the “Certificates”) for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, in connection with the Certificates, the City Commission intends to publish notice of intent to issue the Certificates (the "Notice") in a newspaper of general circulation in the City; and

WHEREAS, the City Commission has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR,
TEXAS:

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit "A" hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is

of general circulation in the City, the date of the first publication of the Notice to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Authorization of Other Matters Relating Thereto. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

PASSED AND APPROVED this 6th day of August, 2018.

Dr. Ambrosio “Amos” Hernandez, Mayor
City of Pharr, Texas

ATTEST:

Hilda Pedraza, City Secretary
City of Pharr, Texas

(SEAL)

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Commission of the City of Pharr, Texas (the “City”) will meet at its regular meeting place at City Hall, Pharr, Texas at 5:00 p.m. on the 24th day of September, 2018, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation in one or more series, payable from ad valorem taxation and a pledge of certain revenues of the waterworks and sewer system of the City, in the maximum aggregate principal amount of \$20,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Commission at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street signals, signage and city lighting, (ii) streets, drainage and utility improvements to City streets and roads, (iii) improvements and repairs to the City’s recreational park system (iv) public safety improvements, (v) city and bridge infrastructure (vi) professional services rendered in connection with the above listed projects.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 6th day of August, 2018.

City Secretary
City of Pharr, Texas



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution of the Board of Commissioners of the City of Pharr, Texas approving (i) the Resolution of the board of directors of the Pharr Economic Development Corporation II approving the entering into a loan agreement, promissory note, new and amended sales tax pledge agreement; and agreement with Lone Star National Bank; (ii) a sales tax remittance agreement; and (iii) the authority of the mayor to execute a general certificate of the City and sales tax remittance agreement, to support economic development projects.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr is amending PEDC pledge agreement of loans payable with Lone Star National Bank as recommended by S & P Rating agency last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Karla Moya

Approved - 08/09/2018

Patricia Rigney

Approved - 08/09/2018

Karla Moya

Approved - 08/10/2018

City Management Office

Final Approval - 08/10/2018

RESOLUTION NO. R-

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II APPROVING THE ENTERING INTO A LOAN AGREEMENT, PROMISSORY NOTE, NEW AND AMENDED SALES TAX PLEDGE AGREEMENT WITH LONE STAR NATIONAL BANK; (II) A SALES TAX REMITTANCE AGREEMENT; AND (III) THE AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY, AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS

WHEREAS, the CITY OF PHARR, TEXAS (the "City") has duly created and organized PHARR ECONOMIC DEVELOPMENT CORPORATION II (the "Corporation") pursuant to Chapter 505, Local Government Code, as amended, formally Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended; and

WHEREAS, in order to obtain and secure a revolving line of credit loan for working capital purposes, in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) (the "Original LOC") from LONE STAR NATIONAL BANK, as lender (the "Bank"), the Corporation previously entered into a Loan Agreement dated as of June 20, 2016 (the "Original Loan Agreement"), a Promissory Note dated June 20, 2016 (the "Original Note") and Sales Tax Pledge Agreement (the "Original Pledge Agreement") dated June 20, 2016 with the Bank wherein the Corporation pledged its one-half ($\frac{1}{2}$) of one (1) cent ($\frac{1}{2}\text{¢}$) economic development sales and uses tax (the "Sales Tax") to the Bank pursuant to said Original Sales Tax Pledge Agreement (the "Corporation Pledge") to secure the Original Note under the obligations of the Original Loan Agreement; and

WHEREAS, in connection with the Original Loan Agreement, Corporation issued a promissory note in the original principal amount of \$5,000,000.00 payable to Bank (the "Original Note"); and

WHEREAS, in order to support economic development projects and to provide for the delivery of the Sales Tax from the City to the Corporation, the City and the Corporation entered into a Sales Tax Remittance Agreement dated effective as of June 20, 2016 (the "Original Remittance Agreement"), pursuant to which the Corporation is the beneficiary of the Sales Tax collected and held by the City; and

WHEREAS, pursuant to the Original Remittance Agreement, the City agreed, in cooperation with Corporation, to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Corporation in a designated account; and

WHEREAS, additionally Corporation has proposed to renew, extend, and amend the Original LOC and to enter into a new revolving line of credit loan with the Bank in the original

principal amount of \$5,000,000 (the “New LOC”) pursuant to the terms and conditions of a Loan Agreement Renewal and Extension authorized hereby (the “Loan Agreement”), to be evidenced by a new promissory note (the “Note”) authorized hereby, and secured by a Renewed and Amended Sales Tax Pledge Agreement with Bank (the “Pledge Agreement”) authorized hereby, pursuant to which Corporation will renew, extend, and amend the pledge of the Sales Tax to secure the Note and obligations of the Corporation under the Loan Agreement and the Pledge Agreement; and

WHEREAS, additionally Corporation has proposed to renew and extend and enter into a new Sales Tax Remittance Agreement (the “Remittance Agreement”) with the City, pursuant to which City will renew and extend its agreement to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Corporation in a designated account; and

WHEREAS, the proposed forms of the Loan Agreement, the Note, the Remittance Agreement, and the Pledge Agreement have been presented to this meeting; and

WHEREAS, Corporation additionally has outstanding and due and owing to the Bank another promissory note, dated as of December 5, 2016, in the original principal amount of \$9,898,005.90 (the “December 2016 Note”), also secured by a first and prior parity lien of and pledge of the Corporation’s Sales Tax revenue, and issued pursuant to a Loan Agreement dated as of December 20, 2016 (the “December 2016 Loan Agreement”), and each of which the Corporation and the Bank, contemporaneously herewith, are renewing, extending and amending in amended and restated form, pursuant to which Borrower will renew, amend and restate the pledge of the Sales Tax to secure the amendment and restatement of the December 2016 Note and the Corporation’s obligations under the December 2016 Loan Agreement and the December 2016 Pledge Agreement; and

WHEREAS, the Board of Commissioners of the City is required to approve the resolution (the “Resolution”) of the Corporation providing (I) for the execution and delivery of the Loan Agreement, the Note, and the Pledge Agreement, all dated as of July __, 2018; (II) for the execution and delivery of the Remittance Agreement dated July __, 2018; (III) the authority of the Mayor of the City to execute, on behalf of the City, a General Certificate of the City and the Sales Tax Remittance Agreement to support economic development projects.

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

Section 1. *Approval of the Corporation’s Resolution and the Note.* The Resolution authorizing and approving the Corporation (i) entering into the Loan Agreement dated July __, 2018 with the Bank, (ii) issuing the Note dated July __, 2018 in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) and made payable to the Bank from and secured by the Pledge Agreement with the Bank, also dated July __, 2018, and submitted to the Board of Commissioners this day, is hereby approved in all respects. The loan is being obtained to support economic development projects in the City.

Section 2. *Approval of the Corporation's Resolution and the Remittance Agreement.* The Resolution approving the Corporation and the City entering into a Remittance Agreement dated July __, 2018 and submitted to the City Commission this day, is hereby approved in all respects.

Section 3. *Execution of Documents.* Resolved further, that AMBROSIO HERNANDEZ, as Mayor of the City, and HILDA PEDRAZA, as City Clerk of the City, are each authorized to execute the General Certificate of the City, the Remittance Agreement and all instruments, certificates, and/or documents necessary, advisable, or appropriate to carry out the intent and purposes of this resolution to support economic development projects in the City.

Section 4. *Incorporation of Preamble.* The recitals in the preamble of this Resolution are true, correct and complete and each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set forth herein in full.

Section 5. *Limited Obligations.* The Note and the interest thereon shall be special limited obligations of the Corporation payable solely from the Sales Tax revenues, funds and assets pledged under the Loan Agreement and the Pledge Agreement to secure payment of the Note and under no circumstances shall the Note be payable from any other revenues, funds, assets income, or taxes of the City of Pharr, Texas.

Section 6. *Ratification of Certain Prior Actions.* All prior actions taken for or on behalf of the Corporation in connection with the Note are hereby ratified, continued and approved.

Section 7. *Obligations of Issuer Only.* The Note shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the United States of America or any agency or instrumentality thereof, the State of Texas, Hidalgo County, the City of Pharr, or any other political subdivision or governmental unit.

Section 8. *Effective Date.* That this Resolution shall take effect immediately.

SIGNATURES TO FOLLOW

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS this July____, 2018.

CITY OF PHARR:

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: August 10, 2018

MEETING DATE: August 13, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution of the Board of Commissioners of the City of Pharr, Texas approving (i) the resolution of the board of directors of the Pharr economic development corporation II authorizing and approving certain amendments to the loan and loan documents with lone star national bank payable from the corporation's sales tax revenue, authorizing issuance of an amended and restated note, and approving the form and substance and authorizing the execution and delivery of amended and restated loan documents; and approving authority of the mayor to execute a general certificate of the city, and sales tax remittance agreement, to support economic development projects".

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr is amending PEDC pledge agreement of loans payable with Lone Star National Bank as recommended by S & P Rating agency last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 08/10/2018

Karla Moya

Approved - 08/10/2018

Patricia Rigney

Approved - 08/10/2018

City Management Office

Final Approval - 08/10/2018

RESOLUTION NO. R-

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II AUTHORIZING AND APPROVING CERTAIN AMENDMENTS TO THE LOAN AND LOAN DOCUMENTS WITH LONE STAR NATIONAL BANK PAYABLE FROM THE CORPORATION'S SALES TAX REVENUE, AUTHORIZING ISSUANCE OF AN AMENDED AND RESTATED NOTE, AND APPROVING THE FORM AND SUBSTANCE AND AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED LOAN DOCUMENTS; AND APPROVING AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY, AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS

WHEREAS, the CITY OF PHARR, TEXAS (the "City") has duly created and organized PHARR ECONOMIC DEVELOPMENT CORPORATION II (the "Corporation") pursuant to Chapter 505, Local Government Code, as amended, formally Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended; and

WHEREAS, in order to obtain and secure a loan for the purposes of (i) refinancing the costs of certain Projects (as defined and described in the loan documents related thereto) and (ii) paying costs of issuing the Original Loan (hereafter defined), in the original principal amount of NINE MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND FIVE AND 90/100 DOLLARS (\$9,898,005.90) (the "Original Loan") from LONE STAR NATIONAL BANK, as lender (the "Bank"), the Corporation previously entered into a Loan Agreement dated as of December 5, 2016 (the "Original Loan Agreement"), a Promissory Note dated December 5, 2016 (the "Original Note") and Sales Tax Pledge Agreement (the "Original Pledge Agreement") dated December 5, 2016 with the Bank wherein the Corporation pledged its one-half (½) of one (1) cent (½¢) economic development sales and uses tax (the "Sales Tax") to the Bank pursuant to said Original Sales Tax Pledge Agreement (the "Corporation Pledge") to secure the Original Note under the obligations of the Original Loan Agreement; and

WHEREAS, in connection with the Original Loan Agreement, Corporation issued a promissory note in the original principal amount of \$9,898,005.90 payable to Bank (the "Original Note"); and

WHEREAS, in order to support economic development projects and to provide for the delivery of the Sales Tax from the City to the Corporation, the City and the Corporation entered into a Sales Tax Remittance Agreement dated effective as of June 20, 2016 (the "Original Remittance Agreement"), pursuant to which the Corporation is the beneficiary of the Sales Tax collected and held by the City; and

WHEREAS, pursuant to the Original Remittance Agreement, the City agreed, in cooperation with Corporation, to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Corporation in a designated account; and

WHEREAS, additionally Corporation has proposed to renew, extend, and amend the Original Loan and to enter into a new amended and restated loan with the Bank in the original principal amount of \$_____ (the "New Loan") pursuant to the terms and conditions of an Amended and Restate Loan Agreement authorized hereby (the "Loan Agreement"), to be evidenced by a new amended and restated promissory note (the "Note") authorized hereby, and secured by an Amended and Restated Sales Tax Pledge Agreement with Bank (the "Pledge Agreement") authorized hereby, pursuant to which Corporation will renew, extend, and amend the pledge of the Sales Tax to secure the Note and obligations of the Corporation under the Loan Agreement and the Pledge Agreement; and

WHEREAS, additionally Corporation has proposed to renew and extend and enter into a new Amended and Restated Sales Tax Remittance Agreement (the "Remittance Agreement") with the City, pursuant to which City will renew and extend its agreement to take the necessary actions to deposit the Sales Tax upon receipt by City to the credit of the Corporation in a designated account; and

WHEREAS, the proposed forms of the Loan Agreement, the Note, the Remittance Agreement, and the Pledge Agreement have been presented to this meeting; and

WHEREAS, Corporation additionally has outstanding and due and owing to the Bank another promissory note, dated as of June 20, 2016, in the original principal amount of \$5,000,000.00 (the "June 2016 Note"), also secured by a first and prior parity lien of and pledge of the Corporation's Sales Tax revenue, and issued pursuant to a Loan Agreement dated as of June 20, 2016 (the "June 2016 Loan Agreement"), and each of which the Corporation and the Bank, contemporaneously herewith, are renewing, extending and amending in amended and restated form, pursuant to which Borrower will renew, amend and restate the pledge of the Sales Tax to secure the amendment and restatement of the June 2016 Note and the Corporation's obligations under the June 2016 Loan Agreement and the June 2016 Pledge Agreement; and

WHEREAS, the Board of Commissioners of the City is required to (I) approve the resolution (the "Resolution") of the Corporation authorizing and approving (I) certain amendments to the loan and loan documents with lone star national bank payable from the corporation's sales tax revenue, authorizing issuance of an amended and restated note, and approving the form and substance and authorizing the execution and delivery of amended and restated loan documents; (II) authorize the execution and delivery of the Remittance Agreement dated July __, 2018; (III) the authority of the Mayor of the City to execute, on behalf of the City, a General Certificate of the City and the Sales Tax Remittance Agreement to support economic development projects.

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

Section 1. *Approval of the Corporation's Resolution and the Note.* The Resolution of the Board of Directors of the Corporation authorizing and approving the Corporation (i) authorizing and approving certain amendments to the loan and loan documents with lone star national bank payable from the corporation's sales tax revenue, authorizing issuance of an amended and restated note, and approving the form and substance and authorizing the execution and delivery of amended and restated loan documents submitted to the Board of Commissioners this day, is hereby approved in all respects. The loan is being obtained to support economic development projects in the City.

Section 2. *Approval of the Corporation's Resolution and the Remittance Agreement.* The Resolution approving the Corporation and the City entering into a Remittance Agreement dated July __, 2018 and submitted to the City Commission this day, is hereby approved in all respects.

Section 3. *Execution of Documents.* Resolved further, that AMBROSIO HERNANDEZ, as Mayor of the City, and HILDA PEDRAZA, as City Clerk of the City, are each authorized to execute the General Certificate of the City, the Remittance Agreement and all instruments, certificates, and/or documents necessary, advisable, or appropriate to carry out the intent and purposes of this resolution to support economic development projects in the City.

Section 4. *Incorporation of Preamble.* The recitals in the preamble of this Resolution are true, correct and complete and each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set forth herein in full.

Section 5. *Limited Obligations.* The Note and the interest thereon shall be special limited obligations of the Corporation payable solely from the Sales Tax revenues, funds and assets pledged under the Loan Agreement and the Pledge Agreement to secure payment of the Note and under no circumstances shall the Note be payable from any other revenues, funds, assets income, or taxes of the City of Pharr, Texas.

Section 6. *Ratification of Certain Prior Actions.* All prior actions taken for or on behalf of the Corporation in connection with the Note are hereby ratified, continued and approved.

Section 7. *Obligations of Issuer Only.* The Note shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the United States of America or any agency or instrumentality thereof, the State of Texas, Hidalgo County, the City of Pharr, or any other political subdivision or governmental unit.

Section 8. *Effective Date.* That this Resolution shall take effect immediately.

SIGNATURES TO FOLLOW

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS this July____, 2018.

CITY OF PHARR:

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

CERTIFICATE FOR RESOLUTION

I, the undersigned City Clerk of the City of Pharr, Texas (the "City"), hereby certify as follows:

1. The Board of Commissioners of the City (the "Board") convened in a regularly scheduled meeting on August 13, 2018, at the location specified in the public notice of said meeting, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Dr. Ambrosio "Amos" Hernandez	Mayor
Eleazar Guajardo	Commissioner Place 1
Roberto "Bobby" Carrillo	Commissioner Place 2
Ramiro Caballero	Commissioner Place 3
Daniel Chavez	Commissioner Place 4
Ricardo Medina	Commissioner Place 5
Mario A Bracamontes	Commissioner Place 6

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written Resolution (the "Resolution") entitled

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II AUTHORIZING AND APPROVING CERTAIN AMENDMENTS TO THE LOAN AND LOAN DOCUMENTS WITH LONE STAR NATIONAL BANK PAYABLE FROM THE CORPORATION'S SALES TAX REVENUE, AUTHORIZING ISSUANCE OF AN AMENDED AND RESTATED NOTE, AND APPROVING THE FORM AND SUBSTANCE AND AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED and RESTATED LOAN DOCUMENTS; AND APPROVING AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY, AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraphs is attached to and follows this Certificate; the Resolution has been duly recorded in the official minutes of the Board; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of the Resolution, were the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED as of _____, 2018.

City Clerk, City of Pharr, Texas

[CITY SEAL]



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Submission of 2018 Certified Rolls.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Certified Property Values were release by Appraisal District on July 25th.

Net Taxable Value for the City of Pharr for Year 2018 is \$2,997,857,833 compared to \$2,927,496,281 from last year. This represents a 2.4% increase.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 08/07/2018

Approved - 08/09/2018

Approved - 08/09/2018

Final Approval - 08/10/2018

2018 CERTIFIED TOTALS

Property Count: 28,174

CPR - CITY OF PHARR

7/24/2018 12:48:33PM

Land		Value			
Homesite:		232,664,214			
Non Homesite:		913,100,248			
Ag Market:		156,331,355			
Timber Market:		0	Total Land	(+)	1,302,095,817
Improvement		Value			
Homesite:		624,678,218			
Non Homesite:		1,566,567,117	Total Improvements	(+)	2,191,245,335
Non Real		Count	Value		
Personal Property:	2,185		402,029,220		
Mineral Property:	793		5,914,381		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	407,943,601
					3,901,284,753
Ag	Non Exempt	Exempt			
Total Productivity Market:	156,331,355	0			
Ag Use:	1,277,726	0	Productivity Loss	(-)	155,053,629
Timber Use:	0	0	Appraised Value	=	3,746,231,124
Productivity Loss:	155,053,629	0	Homestead Cap	(-)	7,276,328
			Assessed Value	=	3,738,954,796
			Total Exemptions Amount (Breakdown on Next Page)	(-)	741,096,963
			Net Taxable	=	2,997,857,833

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
DP	35,601,705	34,273,130	197,992.24	209,628.16	591
DPS	288,457	288,457	1,792.05	1,792.05	4
OV65	233,831,171	189,298,591	1,047,561.02	1,107,244.86	3,732
Total	269,721,333	223,860,178	1,247,345.31		4,327
Tax Rate	0.649000				

223,860,178

Freeze Adjusted Taxable = 2,773,997,655

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX

19,250,590.09 = 2,773,997,655 * (0.649000 / 100) + 1,247,345.31

Tax Increment Finance Value: 0

Tax Increment Finance Levy: 0.00

2018 CERTIFIED TOTALS

Property Count: 28,174

CPR - CITY OF PHARR
Grand Totals

7/24/2018

12:49:15PM

Exemption Breakdown

Exemption	Count			Total
DP	599	0	0	0
DPS	4	0	0	0
DV1	81	0	775,909	775,909
DV1S	2	0	10,000	10,000
DV2	41	0	397,500	397,500
DV2S	2	0	15,000	15,000
DV3	43	0	476,628	476,628
DV3S	1	0	10,000	10,000
DV4	116	0	1,377,367	1,377,367
DV4S	14	0	168,000	168,000
DVHS	113	0	11,606,702	11,606,702
DVHSS	9	0	987,230	987,230
EX	17	0	8,055,421	8,055,421
EX-XJ	1	0	601,033	601,033
EX-XU	2	0	548,774	548,774
EX-XV	676	0	620,623,281	620,623,281
EX366	353	0	50,075	50,075
FR	31	57,644,461	0	57,644,461
HT	1	102,078	0	102,078
OV65	3,624	35,458,004	0	35,458,004
OV65S	213	2,100,000	0	2,100,000
PC	1	89,500	0	89,500
Totals		95,394,043	645,702,920	741,096,963

2018 CERTIFIED TOTALS

Property Count: 28,167

CPR - CITY OF PHARR

7/24/2018

12:49:15PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	17,312		\$15,792,941	\$1,329,932,335
B	MULTIFAMILY RESIDENCE	863		\$12,586,601	\$215,551,110
C1	VACANT LOTS AND LAND TRACTS	2,431		\$0	\$134,768,035
C2	COLONIA LOTS AND LAND TRACTS	4		\$0	\$675,889
D1	QUALIFIED OPEN-SPACE LAND	244	3,007.9666	\$0	\$156,331,355
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	7		\$8,712	\$51,557
E	RURAL LAND, NON QUALIFIED OPEN SP	55	169.7520	\$23,093	\$15,659,771
F1	COMMERCIAL REAL PROPERTY	1,517		\$21,111,308	\$951,399,651
F2	INDUSTRIAL AND MANUFACTURING REA	16		\$0	\$12,021,310
G1	OIL AND GAS	443		\$0	\$5,703,957
J1	WATER SYSTEMS	1		\$0	\$1,979
J2	GAS DISTRIBUTION SYSTEM	8		\$0	\$2,241,168
J3	ELECTRIC COMPANY (INCLUDING CO-OP	33		\$0	\$22,106,350
J4	TELEPHONE COMPANY (INCLUDING CO-	10		\$0	\$4,296,859
J5	RAILROAD	4		\$0	\$86,950
J6	PIPELAND COMPANY	4		\$0	\$157,780
J7	CABLE TELEVISION COMPANY	2		\$0	\$7,214,560
L1	COMMERCIAL PERSONAL PROPERTY	1,915		\$4,769,993	\$322,629,247
L2	INDUSTRIAL AND MANUFACTURING PERS	73		\$0	\$10,735,727
M1	TANGIBLE OTHER PERSONAL, MOBILE H	2,204		\$644,040	\$47,128,251
O	RESIDENTIAL INVENTORY	56		\$0	\$1,044,701
S	SPECIAL INVENTORY TAX	111		\$0	\$31,112,616
X	TOTALLY EXEMPT PROPERTY	1,045		\$10,226,369	\$629,878,128
	Totals		3,177.7186	\$65,163,057	\$3,900,729,286

2018 CERTIFIED TOTALS

Property Count: 7

CPR - CITY OF PHARR

7/24/2018

12:49:15PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1		\$0	\$11,847
C1	VACANT LOTS AND LAND TRACTS	2		\$0	\$130,136
F1	COMMERCIAL REAL PROPERTY	1		\$0	\$413,028
X	TOTALLY EXEMPT PROPERTY	4		\$0	\$456
		Totals	0.0000	\$0	\$555,467

2018 CERTIFIED TOTALS

Property Count: 28,174

CPR - CITY OF PHARR

7/24/2018

12:49:15PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	17,313		\$15,792,941	\$1,329,944,182
B	MULTIFAMILY RESIDENCE	863		\$12,586,601	\$215,551,110
C1	VACANT LOTS AND LAND TRACTS	2,433		\$0	\$134,898,171
C2	COLONIA LOTS AND LAND TRACTS	4		\$0	\$675,889
D1	QUALIFIED OPEN-SPACE LAND	244	3,007.9666	\$0	\$156,331,355
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	7		\$8,712	\$51,557
E	RURAL LAND, NON QUALIFIED OPEN SP	55	169.7520	\$23,093	\$15,659,771
F1	COMMERCIAL REAL PROPERTY	1,518		\$21,111,308	\$951,812,679
F2	INDUSTRIAL AND MANUFACTURING REA	16		\$0	\$12,021,310
G1	OIL AND GAS	443		\$0	\$5,703,957
J1	WATER SYSTEMS	1		\$0	\$1,979
J2	GAS DISTRIBUTION SYSTEM	8		\$0	\$2,241,168
J3	ELECTRIC COMPANY (INCLUDING CO-OP	33		\$0	\$22,106,350
J4	TELEPHONE COMPANY (INCLUDING CO-	10		\$0	\$4,296,859
J5	RAILROAD	4		\$0	\$86,950
J6	PIPELAND COMPANY	4		\$0	\$157,780
J7	CABLE TELEVISION COMPANY	2		\$0	\$7,214,560
L1	COMMERCIAL PERSONAL PROPERTY	1,915		\$4,769,993	\$322,629,247
L2	INDUSTRIAL AND MANUFACTURING PERS	73		\$0	\$10,735,727
M1	TANGIBLE OTHER PERSONAL, MOBILE H	2,204		\$644,040	\$47,128,251
O	RESIDENTIAL INVENTORY	56		\$0	\$1,044,701
S	SPECIAL INVENTORY TAX	111		\$0	\$31,112,616
X	TOTALLY EXEMPT PROPERTY	1,049		\$10,226,369	\$629,878,584
	Totals		3,177.7186	\$65,163,057	\$3,901,284,753

2018 CERTIFIED TOTALS

Property Count: 28,167

CPR - CITY OF PHARR
ARB Approved Totals

7/24/2018 12:49:15PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	15,400		\$15,490,897	\$1,258,015,252
A2	REAL, RESIDENTIAL, MOBILE HOME	1,962		\$302,044	\$71,917,083
B1	REAL, RESIDENTIAL, DUPLEXES	801		\$12,586,601	\$198,585,039
B2	REAL, RESIDENTIAL, APARTMENTS	77		\$0	\$16,966,071
C1	REAL PROPERTY: VACANT LOTS AND LA	2,375		\$0	\$123,333,854
C2	REAL PROPERTY: COLONIA LOTS AND L	4		\$0	\$675,889
C3	REAL, VACANT PLATTED RURAL OR REC	57		\$0	\$11,434,181
D1	REAL PROPERTY: QUALIFIED OPEN-SPA	244	3,007.9666	\$0	\$156,331,355
D2	RE PROPERTY FARMLAND RANCH IMPS C	7		\$8,712	\$51,557
E1	REAL, FARM/RANCH, HOUSE	39		\$23,093	\$4,569,637
E2	REAL, FARM/RANCH, MOBILE HOME	2		\$0	\$122,546
E3	REAL, FARM/RANCH, OTHER IMPROVEME	16		\$0	\$10,967,588
F1	REAL, Commercial	1,517		\$21,111,308	\$951,399,651
F2	REAL, Industrial	16		\$0	\$12,021,310
G1	OIL AND GAS	443		\$0	\$5,703,957
J1	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$1,979
J2	REAL & TANGIBLE PERSONAL, UTILITIES,	8		\$0	\$2,241,168
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	33		\$0	\$22,106,350
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	10		\$0	\$4,296,859
J5	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$86,950
J6	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$157,780
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$7,214,560
K1	FARM/RANCH PERS	1		\$0	\$7,140
L1	TANGIBLE, PERSONAL PROPERTY, COMM	1,915		\$4,769,993	\$322,622,107
L2	TANGIBLE, PERSONAL PROPERTY, INDU	73		\$0	\$10,735,727
M1	TANGIBLE OTHER PERSONAL, MOBILE H	1,890		\$630,924	\$45,672,117
M3	TANGIBLE OTHER PERSONAL	314		\$13,116	\$1,456,134
O1	INVENTORY, VACANT RES LAND	51		\$0	\$937,392
O2	INVENTORY, IMPROVED RES	5		\$0	\$107,309
S	SPECIAL INVENTORY	111		\$0	\$31,112,616
X	FULL EXEMPTIONS	1,045		\$10,226,369	\$629,878,128
	Totals		3,007.9666	\$65,163,057	\$3,900,729,286

2018 CERTIFIED TOTALS

Property Count: 7

CPR - CITY OF PHARR
Under ARB Review Totals

7/24/2018

12:49:15PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1		\$0	\$11,847
C1	REAL PROPERTY: VACANT LOTS AND LA	2		\$0	\$130,136
F1	REAL, Commercial	1		\$0	\$413,028
X	FULL EXEMPTIONS	4		\$0	\$456
		Totals	0.0000	\$0	\$555,467

2018 CERTIFIED TOTALS

Property Count: 28,174

CPR - CITY OF PHARR

Grand Totals

7/24/2018

12:49:15PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	15,401		\$15,490,897	\$1,258,027,099
A2	REAL, RESIDENTIAL, MOBILE HOME	1,962		\$302,044	\$71,917,083
B1	REAL, RESIDENTIAL, DUPLEXES	801		\$12,586,601	\$198,585,039
B2	REAL, RESIDENTIAL, APARTMENTS	77		\$0	\$16,966,071
C1	REAL PROPERTY: VACANT LOTS AND LA	2,377		\$0	\$123,463,990
C2	REAL PROPERTY: COLONIA LOTS AND L	4		\$0	\$675,889
C3	REAL, VACANT PLATTED RURAL OR REC	57		\$0	\$11,434,181
D1	REAL PROPERTY: QUALIFIED OPEN-SPA	244	3,007.9666	\$0	\$156,331,355
D2	RE PROPERTY FARMLAND RANCH IMPS C	7		\$8,712	\$51,557
E1	REAL, FARM/RANCH, HOUSE	39		\$23,093	\$4,569,637
E2	REAL, FARM/RANCH, MOBILE HOME	2		\$0	\$122,546
E3	REAL, FARM/RANCH, OTHER IMPROVEME	16		\$0	\$10,967,588
F1	REAL, Commercial	1,518		\$21,111,308	\$951,812,679
F2	REAL, Industrial	16		\$0	\$12,021,310
G1	OIL AND GAS	443		\$0	\$5,703,957
J1	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$1,979
J2	REAL & TANGIBLE PERSONAL, UTILITIES,	8		\$0	\$2,241,168
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	33		\$0	\$22,106,350
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	10		\$0	\$4,296,859
J5	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$86,950
J6	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$157,780
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$7,214,560
K1	FARM/RANCH PERS	1		\$0	\$7,140
L1	TANGIBLE, PERSONAL PROPERTY, COMM	1,915		\$4,769,993	\$322,622,107
L2	TANGIBLE, PERSONAL PROPERTY, INDU	73		\$0	\$10,735,727
M1	TANGIBLE OTHER PERSONAL, MOBILE H	1,890		\$630,924	\$45,672,117
M3	TANGIBLE OTHER PERSONAL	314		\$13,116	\$1,456,134
O1	INVENTORY, VACANT RES LAND	51		\$0	\$937,392
O2	INVENTORY, IMPROVED RES	5		\$0	\$107,309
S	SPECIAL INVENTORY	111		\$0	\$31,112,616
X	FULL EXEMPTIONS	1,049		\$10,226,369	\$629,878,584
	Totals		3,007.9666	\$65,163,057	\$3,901,284,753

2018 CERTIFIED TOTALS

Property Count: 28,174

CPR - CITY OF PHARR
Effective Rate Assumption

7/24/2018 12:49:15PM

New Value

TOTAL NEW VALUE MARKET:	\$65,163,057
TOTAL NEW VALUE TAXABLE:	\$54,455,662

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	42	2017 Market Value	\$3,882,850
EX366	HB366 Exempt	73	2017 Market Value	\$8,507
ABSOLUTE EXEMPTIONS VALUE LOSS				\$3,891,357

Exemption	Description	Count	Exemption Amount
DP	Disability	7	\$0
DPS	DISABLED Surviving Spouse	1	\$0
DV1	Disabled Veterans 10% - 29%	6	\$55,909
DV2	Disabled Veterans 30% - 49%	4	\$34,500
DV2S	Disabled Veterans Surviving Spouse 30% - 49%	1	\$7,500
DV3	Disabled Veterans 50% - 69%	5	\$58,000
DV4	Disabled Veterans 70% - 100%	14	\$168,000
DVHS	Disabled Veteran Homestead	5	\$594,882
OV65	Over 65	118	\$1,158,431
OV65S	OV65 Surviving Spouse	5	\$50,000
PARTIAL EXEMPTIONS VALUE LOSS		166	\$2,127,222
NEW EXEMPTIONS VALUE LOSS			\$6,018,579

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$6,018,579

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,171	\$81,871	\$665	\$81,206
Category A Only			
Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,148	\$81,739	\$664	\$81,075

2018 CERTIFIED TOTALSCPR - CITY OF PHARR
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
7	\$555,467.00	\$529,636

City of Pharr Property Assessed Values Facts for 2018	
Total Market Value	\$ 3,901,284,753
% Increase from last year	3.1%
% that consists of Single Family Residential	34.1%
% Commercial	24.4%
% Increase in Commercial Value from last year	2.3%
% Increase in Multi-Family Residential Value from last year	5.3%
% Increase in Single-Family Residential Value from last year	0.62%



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration of Proposed Tax Rate for the 2018 .

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
Karla Moya
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/09/2018
Final Approval - 08/10/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: August 10, 2018

MEETING DATE: August 13, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Schedule Public Hearings for adoption of Tax rate for 2018 if Proposed Tax Rate if higher than Effective Tax Rate.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: State Comptroller of Public Accounts requires all cities to hold two public hearings when the proposed tax rate exceeds the effective tax rate. A record vote has to be taken and City has to announce dates of Public Hearings

Financial Consideration:

Staff Recommendation: August 27th , 2018 4:00 p.m.
September 4, 2018 4:00 p.m.

Alternatives:

ROUTING:

Karla Moya
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 08/10/2018
Approved - 08/10/2018
New -

2018 Governing Body Summary # 1A*
Benchmark 2018 Tax Rates
City of Pharr

Description of Tax Rate	Tax Rate per \$100	This Year's Levy**	Additional Tax Levy
Effective Tax Rate	0.6632	\$ 17,484,702	
One Percent \$100 Tax Increase***	0.6698	\$ 17,658,705	\$ 154,406
One Cent \$100 Tax Increase ***	0.6732	\$ 17,748,343	\$ 237,548
Notice & Hearing Limit****	0.6632	\$ 17,484,702	
Rollback Tax Rate	0.7256	\$ 19,129,825	\$ 1,645,123
Last Year's Tax Rate	0.6490	\$ 17,110,331	\$ (374,371)
Proposed Tax Rate	0.6490	\$ 17,484,702	\$ -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Certification for Estimated Collection Rate for the Year 2018 for Property Taxes.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Taxing units that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate.

This is to certify that Estimated Collection Rate for the year 2018 (FY 2018-2019) has been projected at the 100% rate.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Karla Moya
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/09/2018
Final Approval - 08/10/2018

Office of Tax Assessor-Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. PCC.
Hidalgo County Tax Assessor-Collector

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

June 28, 2018

CITY OF PHARR
KARLA MOYA
118 S CAGE BLVD
PHARR, TX 78577

Re: 2018 CITY OF PHARR Anticipated Collection Rate
And Excess 2017 Debt Tax Collections

Dear Mr/s. MOYA:

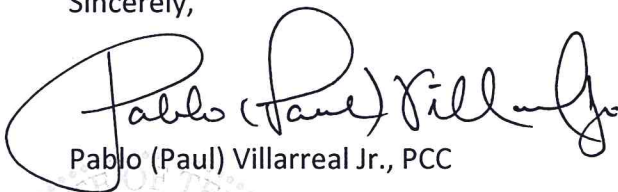
As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2017 to the governing body.

Certification

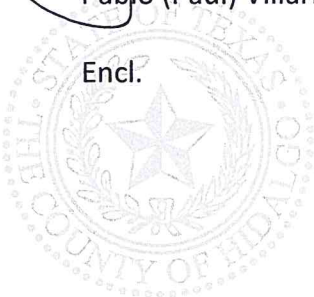
This is to certify that the Estimated Collection Rate for the year 2018 has been projected at the 100% rate.

Also, the 2017 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2017 Debt Service Report.

Sincerely,


Pablo (Paul) Villarreal Jr., PCC

Encl.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Deduct Change Order Number 2 and acceptance of the Traffic Signal Improvements on Veterans Road at Kelly Avenue and Eldora Road as complete and authorization to release final payment and retainage in the amount of \$ 12,466.69 to D&G Energy Corp. (Bid Number 1617-01-528-0035)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: D & G Energy Corporation has completed the traffic signal improvements on Veterans Boulevard at Kelly Avenue and Eldora Road. A final walk through was held on May 24, 2018, and the Engineer of Record determined the improvements were completed in general compliance with the plans and specifications.

The final quantities included an under run of bid items for pavement markings, as well as a new bid item for ground boxes without aprons. This resulted in a net decrease to the revised contract in the amount of -\$4,375.

Financial Consideration: Original Contract: \$232,764.75

Change Order Number 1: \$4,300.00

Revised Contract: \$237,064.75

Change Order Number 2: **-\$4,375.00**

Revised Contract: \$232,689.75

Expenditures to Date: \$220,223.06

Final Payment & Retainage is in the amount of \$12,466.69.

Staff Recommendation: Staff recommends approval of Deduct Change Order Number

2 in the deductive amount of -\$4,375 for a revised contract amount of \$232,689.75, and Final Payment in the amount of \$12,466.69.

Alternatives: None.

ROUTING:

Hilda Pedraza	Created/Initiated - 08/07/2018
Omar Anzaldua	Approved - 08/08/2018
Sandra Zamora	Approved - 08/08/2018
Karla Moya	Approved - 08/09/2018
City Management Office	Final Approval - 08/10/2018

TRAFFIC SIGNAL IMPROVEMENTS ON VETERANS ROAD AT KELLY AVENUE AND ELDORA ROAI
BID NO. 1617-01-528-0035

ITEM NO.	DESCRIPTION	ESTIMATED				PAY APP 1		PAY APP 2		PAY APP 3		FINAL		BALANCE	
		QTY	UNITS	UNIT COST	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
416	DRILL SHAFT (TRF SIG POLE) (36 IN)	82	LF	\$260.00	\$21,320.00	82	\$21,320.00		\$0.00		\$0.00	82.00	\$ 21,320.00	-	\$ -
500	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00	1	\$10,000.00	0.50	\$10,000.00		\$0.00	1.00	\$ 20,000.00	-	\$ -
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4	MO	\$1,500.00	\$6,000.00	2	\$3,000.00	2.00	\$3,000.00		\$0.00	4.00	\$ 6,000.00	-	\$ -
618	CONDT (PVC) (SCHD 40) (2")	1065	LF	\$5.00	\$5,325.00	1065	\$5,325.00		\$0.00		\$0.00	1,065.00	\$ 5,325.00	-	\$ -
618	CONDT (PVC) (SCHD 40) (2") (BORE)	60	LF	\$12.00	\$720.00	60	\$720.00		\$0.00		\$0.00	60.00	\$ 720.00	-	\$ -
618	CONDT (PVC) (SCHD 40) (4")	118	LF	\$10.00	\$1,180.00	118	\$1,180.00		\$0.00		\$0.00	118.00	\$ 1,180.00	-	\$ -
618	CONDT (PVC) (SCHD 40) (4") (BORE)	190	LF	\$15.00	\$2,850.00	190	\$2,850.00		\$0.00		\$0.00	190.00	\$ 2,850.00	-	\$ -
620	ELECT CONDR (NO. 8) BARE	645	LF	\$0.75	\$483.75		\$0.00	645.00	\$483.75		\$0.00	645.00	\$ 483.75	-	\$ -
620	ELEC CONDR (NO. 6) BARE	130	LF	\$0.90	\$117.00		\$0.00	130.00	\$117.00		\$0.00	130.00	\$ 117.00	-	\$ -
620	ELEC CONDR (NO. 6) INSULATED	260	LF	\$1.00	\$260.00		\$0.00	260.00	\$260.00		\$0.00	260.00	\$ 260.00	-	\$ -
621	TRAY CABLE (4 CONDR) (12 AWG)	805	LF	\$2.00	\$1,610.00		\$0.00	805.00	\$1,610.00		\$0.00	805.00	\$ 1,610.00	-	\$ -
624	GROUND BOX TY A (122311) WIAPRON	20	EA	\$550.00	\$11,000.00	11	\$6,050.00		\$0.00		\$0.00	11.00	\$ 6,050.00	(9.00)	\$ (4,950.00)
624	GROUND BOX TY C (162911) WIAPRON	2	EA	\$575.00	\$1,150.00	2	\$1,150.00		\$0.00		\$0.00	2.00	\$ 1,150.00	-	\$ -
625	ZINC-COAT STL WIRE STRAND (3/8 IN)	900	LF	\$3.00	\$2,700.00		\$0.00	900.00	\$2,700.00		\$0.00	900.00	\$ 2,700.00	-	\$ -
628	ELC SRV TY T 120/240 000 (NS) GS (T) TS (O)	1	EA	\$2,000.00	\$2,000.00		\$0.00	1.00	\$2,000.00		\$0.00	1.00	\$ 2,000.00	-	\$ -
644	INS SM RD SN SUP & AM	8	EA	\$500.00	\$4,000.00		\$0.00		\$0.00	8.00	\$4,000.00	8.00	\$ 4,000.00	-	\$ -
644	REMOVE SM RD SN SUP & AM	4	EA	\$50.00	\$200.00		\$0.00		\$0.00	4.00	\$200.00	4.00	\$ 200.00	-	\$ -
666	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	600	LF	\$1.00	\$600.00		\$0.00		\$0.00		\$0.00	-	\$ -	(600.00)	\$ (600.00)
666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	540	LF	\$4.75	\$2,565.00		\$0.00		\$0.00	400.00	\$1,900.00	400.00	\$ 1,900.00	(140.00)	\$ (665.00)
666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	460	LF	\$5.00	\$2,300.00		\$0.00		\$0.00	200.00	\$1,000.00	200.00	\$ 1,000.00	(260.00)	\$ (1,300.00)
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	155	LF	\$10.00	\$1,550.00		\$0.00		\$0.00	92.00	\$920.00	92.00	\$ 920.00	(63.00)	\$ (630.00)
666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	5	EA	\$200.00	\$1,000.00		\$0.00		\$0.00	3.00	\$600.00	3.00	\$ 600.00	(2.00)	\$ (400.00)
666	REFL PAV MRK TY I (W) (WORD) (100MIL)	5	EA	\$350.00	\$1,750.00		\$0.00		\$0.00	3.00	\$1,050.00	3.00	\$ 1,050.00	(2.00)	\$ (700.00)
666	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	1640	LF	\$1.90	\$3,116.00		\$0.00		\$0.00	1300.00	\$2,470.00	1,300.00	\$ 2,470.00	(340.00)	\$ (646.00)
672	REFL PAV MRKR TY I-C	44	EA	\$7.00	\$308.00		\$0.00		\$0.00	40.00	\$280.00	40.00	\$ 280.00	(4.00)	\$ (28.00)
672	REFL PAV MRKR TY II-A-A	58	EA	\$7.00	\$406.00		\$0.00		\$0.00	70.00	\$490.00	70.00	\$ 490.00	12.00	\$ 84.00
677	ELIM EXT PAV MRK & MRKS (4")	200	LF	\$3.00	\$600.00		\$0.00		\$0.00	520.00	\$1,560.00	520.00	\$ 1,560.00	320.00	\$ 960.00
680	INSTALL HWY TRF SIG (ISOLATED)	2	EA	\$17,000.00	\$34,000.00		\$0.00	2.00	\$34,000.00		\$0.00	2.00	\$ 34,000.00	-	\$ -
682	BACK PLATE (12 IN) (3 SEC)	16	EA	\$75.00	\$1,200.00		\$0.00	16.00	\$1,200.00		\$0.00	16.00	\$ 1,200.00	-	\$ -
682	BACK PLATE (12 IN) (4 SEC)	8	EA	\$80.00	\$640.00		\$0.00	8.00	\$640.00		\$0.00	8.00	\$ 640.00	-	\$ -
682	VEH SIG SEC (12 IN) LED (GRN)	16	EA	\$200.00	\$3,200.00		\$0.00	16.00	\$3,200.00		\$0.00	16.00	\$ 3,200.00	-	\$ -
682	VEH SIG SEC (12 IN) LED (GRN ARW)	8	EA	\$200.00	\$1,600.00		\$0.00	8.00	\$1,600.00		\$0.00	8.00	\$ 1,600.00	-	\$ -
682	VEH SIG SEC (12 IN) LED (YEL)	20	EA	\$200.00	\$4,000.00		\$0.00	20.00	\$4,000.00		\$0.00	20.00	\$ 4,000.00	-	\$ -
682	VEH SIG SEC (12 IN) LED (YEL ARW)	16	EA	\$200.00	\$3,200.00		\$0.00	16.00	\$3,200.00		\$0.00	16.00	\$ 3,200.00	-	\$ -
682	VEH SIG SEC (12 IN) LED (RED)	20	EA	\$200.00	\$4,000.00		\$0.00	20.00	\$4,000.00		\$0.00	20.00	\$ 4,000.00	-	\$ -
682	VEH SIG SEC (12 IN) LED (RED ARW)	8	EA	\$200.00	\$1,600.00		\$0.00	8.00	\$1,600.00		\$0.00	8.00	\$ 1,600.00	-	\$ -
682	PED SIG SEC (12 IN) LED (COUNTDOWN)	14	EA	\$450.00	\$6,300.00		\$0.00	14.00	\$6,300.00		\$0.00	14.00	\$ 6,300.00	-	\$ -
684	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	1064	LF	\$2.50	\$2,660.00		\$0.00	1064.00	\$2,660.00		\$0.00	1,064.00	\$ 2,660.00	-	\$ -
684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	2744	LF	\$3.50	\$9,604.00		\$0.00	2744.00	\$9,604.00		\$0.00	2,744.00	\$ 9,604.00	-	\$ -
684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	2717	LF	\$2.00	\$5,434.00		\$0.00	2717.00	\$5,434.00		\$0.00	2,717.00	\$ 5,434.00	-	\$ -
686	INS TRF SIG PL AM (S) STR (TY B) LUM	2	EA	\$3,300.00	\$6,600.00		\$0.00	2.00	\$6,600.00		\$0.00	2.00	\$ 6,600.00	-	\$ -
686	INS TRF SIG PL AM (S) 1 ARM (28') LUM	1	EA	\$3,700.00	\$3,700.00		\$0.00	1.00	\$3,700.00		\$0.00	1.00	\$ 3,700.00	-	\$ -
686	INS TRF SIG PL AM (S) 1 ARM (36') LUM	2	EA	\$4,800.00	\$9,600.00		\$0.00	2.00	\$9,600.00		\$0.00	2.00	\$ 9,600.00	-	\$ -
686	INS TRF SIG PL AM (S) 1 ARM (40') LUM	1	EA	\$5,200.00	\$5,200.00		\$0.00	1.00	\$5,200.00		\$0.00	1.00	\$ 5,200.00	-	\$ -
688	PED DETECT PUSH BTN (APS)	14	EA	\$800.00	\$11,200.00		\$0.00	14.00	\$11,200.00		\$0.00	14.00	\$ 11,200.00	-	\$ -
688	PED DETECT CONTROLLER UNIT	2	EA	\$3,000.00	\$6,000.00		\$0.00	2.00	\$6,000.00		\$0.00	2.00	\$ 6,000.00	-	\$ -
688	VEH LP DETECT (SAWCUT)	2986	LF	\$6.00	\$17,916.00		\$0.00	2500.00	\$15,000.00	486.00	\$2,916.00	2,986.00	\$ 17,916.00	-	\$ -
	CHANGE ORDER #1														
	NEW GROUND BOXES AND CONDUIT AT JACKSON ROAD AND BUSINESS 83	1	LS	\$4,300.00	\$4,300.00					1.00	\$4,300.00	1.00	\$ 4,300.00	-	\$ -
	CHANGE ORDER #2														
624	GROUND BOX TY A (122311) NO APRON	9	EA	\$500.00	\$4,500.00					9.00	\$4,500.00	9.00	\$ 4,500.00	-	\$ -
TOTALS					\$232,764.75		\$51,595.00		\$154,908.75		\$26,186.00		\$232,689.75		\$ (8,875.00)

SUMMARY	
Original Contract Amount	\$ 232,764.75
Change Order Number 1	\$ 4,300.00
Revised Contract Amount	\$ 237,064.75
Change Order Number 2 & Reconciliation of QTys	\$ (4,375.00)
Final Contract Amount	\$ 232,689.75

Payment Request No. 3-Final
Period: 02/21/2018 to 06/11/2018

Owner: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: D&G Energy Corporation
PO Box 4675
McAllen, TX 78502
Traffic Signal Improvements: Veterans Blvd.

Project: at Kelly Ave. and Eldora Rd.
Bid No. 1617-01-528-0035

Original Contract Amount: \$232,314.75
Change Orders: \$4,300.00
Contract Amount to Date: \$236,614.75
Total to Date: \$232,689.75 Attachment "A"
Total Stored to Date: _____
Total to Date: \$232,689.75
Retainage: _____
Total Due Less Retainage: \$232,689.75
Less Previous Payments: \$220,223.06
Current Payment Due: \$12,466.69

Percent Completed: 98.34%

Change Order Summary		
No.	Addition	Deductions
1	\$4,300.00	
Totals:	\$4,300.00	\$0.00
Net Change Order:	\$4,300.00	

* Provide Documentation

Pharr
Engineering

Contractor:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

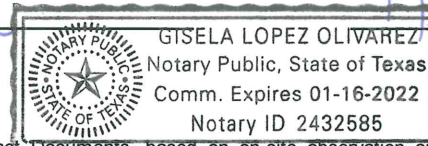
Manuel Garza
Signature:

7-20-18
Date

Subscribed and sworn before me this 20th day of July.

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Gisela Lopez Olivarez
Notary Public:



11/6/22
My Commission Expires:

Engineer of Record:

In accordance with the Contract Documents, based on an on-site observation and the data comprising this progress payment, the Engineer of Record certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Albert J. Alvarado
Signature:

7/25/18
Date:

Approved:

Omar Anzaldua, P.E.
City Engineer

Signature Date

City Manager/Assistant City Manager

Signature Date

Karla Moya
Finance Director

Signature Date

Attachment "A"

Tabulation of Contact Work Performed

Item No.	Description	Contract				This Period		Total To Date	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount
416	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	82	\$260.00	\$21,320.00		\$0.00	82	\$21,320.00
500	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00		\$0.00	1	\$20,000.00
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	4	\$1,500.00	\$6,000.00		\$0.00	4	\$6,000.00
618	CONDT (PVC) (SCHD 40) (2")	LF	1065	\$5.00	\$5,325.00		\$0.00	1065	\$5,325.00
618	CONDT (PVC) (SCHD 40) (2") (BORE)	LF	60	\$12.00	\$720.00		\$0.00	60	\$720.00
618	CONDT (PVC) (SCHD 40) (4")	LF	118	\$10.00	\$1,180.00		\$0.00	118	\$1,180.00
618	CONDT (PVC) (SCHD 40) (4") (BORE)	LF	190	\$15.00	\$2,850.00		\$0.00	190	\$2,850.00
620	ELECT CONDR (NO. 8) BARE	LF	645	\$0.75	\$483.75		\$0.00	645	\$483.75
620	ELEC CONDR (NO. 6) BARE	LF	130	\$0.90	\$117.00		\$0.00	130	\$117.00
620	ELEC CONDR (NO. 6) INSULATED	LF	260	\$1.00	\$260.00		\$0.00	260	\$260.00
621	TRAY CABLE (4 CONDR) (12 AWG)	LF	805	\$2.00	\$1,610.00		\$0.00	805	\$1,610.00
624	GROUND BOX TY A (122311) W/APRON	EA	11	\$550.00	\$6,050.00		\$0.00	11	\$6,050.00
624	GROUND BOX TY C (162911) W/APRON	EA	2	\$575.00	\$1,150.00		\$0.00	2	\$1,150.00
625	ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	900	\$3.00	\$2,700.00		\$0.00	900	\$2,700.00
628	ELC SRV TY T 120/240 000 (NS) GS (T) TS (O)	EA	1	\$2,000.00	\$2,000.00		\$0.00	1	\$2,000.00
644	INS SM RD SN SUP & AM	EA	8	\$500.00	\$4,000.00	8.00	\$4,000.00	8	\$4,000.00
644	REMOVE SM RD SN SUP & AM	EA	4	\$50.00	\$200.00	4.00	\$200.00	4	\$200.00
666	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	600	\$1.00	\$600.00		\$0.00		\$0.00
666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	540	\$4.75	\$2,565.00	400.00	\$1,900.00	400	\$1,900.00
666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	460	\$5.00	\$2,300.00	200.00	\$1,000.00	200	\$1,000.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	155	\$10.00	\$1,550.00	92.00	\$920.00	92	\$920.00
666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	5	\$200.00	\$1,000.00	3.00	\$600.00	3	\$600.00
666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	5	\$350.00	\$1,750.00	3.00	\$1,050.00	3	\$1,050.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	1640	\$1.90	\$3,116.00	1,300.00	\$2,470.00	1300	\$2,470.00
672	REFL PAV MRKR TY I-C	EA	44	\$7.00	\$308.00	40.00	\$280.00	40	\$280.00
672	REFL PAV MRKR TY II-A-A	EA	58	\$7.00	\$406.00	70.00	\$490.00	70	\$490.00
677	ELIM EXT PAV MRK & MRKS (4")	LF	200	\$3.00	\$600.00	520.00	\$1,560.00	520	\$1,560.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	2	\$17,000.00	\$34,000.00		\$0.00	2	\$34,000.00
682	BACK PLATE (12 IN) (3 SEC)	EA	16	\$75.00	\$1,200.00		\$0.00	16	\$1,200.00
682	BACK PLATE (12 IN) (4 SEC)	EA	8	\$80.00	\$640.00		\$0.00	8	\$640.00
682	VEH SIG SEC (12 IN) LED (GRN)	EA	16	\$200.00	\$3,200.00		\$0.00	16	\$3,200.00
682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	8	\$200.00	\$1,600.00		\$0.00	8	\$1,600.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	20	\$200.00	\$4,000.00		\$0.00	20	\$4,000.00
682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	16	\$200.00	\$3,200.00		\$0.00	16	\$3,200.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	20	\$200.00	\$4,000.00		\$0.00	20	\$4,000.00
682	VEH SIG SEC (12 IN) LED (RED ARW)	EA	8	\$200.00	\$1,600.00		\$0.00	8	\$1,600.00
682	PED SIG SEC (12 IN) LED (COUNTDOWN)	EA	14	\$450.00	\$6,300.00		\$0.00	14	\$6,300.00
684	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	1064	\$2.50	\$2,660.00		\$0.00	1064	\$2,660.00
684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	2744	\$3.50	\$9,604.00		\$0.00	2744	\$9,604.00
684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	2717	\$2.00	\$5,434.00		\$0.00	2717	\$5,434.00
686	INS TRF SIG PL AM (S) STR (TY B) LUM	EA	2	\$3,300.00	\$6,600.00		\$0.00	2	\$6,600.00
686	INS TRF SIG PL AM (S) 1 ARM (28') LUM	EA	1	\$3,700.00	\$3,700.00		\$0.00	1	\$3,700.00
686	INS TRF SIG PL AM (S) 1 ARM (36') LUM	EA	2	\$4,800.00	\$9,600.00		\$0.00	2	\$9,600.00
686	INS TRF SIG PL AM (S) 1 ARM (40') LUM	EA	1	\$5,200.00	\$5,200.00		\$0.00	1	\$5,200.00
688	PED DETECT PUSH BTN (APS)	EA	14	\$800.00	\$11,200.00		\$0.00	14	\$11,200.00
688	PED DETECT CONTROLLER UNIT	EA	2	\$3,000.00	\$6,000.00		\$0.00	2	\$6,000.00
688	VEH LP DETECT (SAWCUT)	LF	2986	\$6.00	\$17,916.00	486.00	\$2,916.00	2986	\$17,916.00
624	GROUND BOX TY A (122311) NO APRON	EA	9	\$500.00	\$4,500.00	9.00	\$4,500.00	9	\$4,500.00
	Change Order No. 1	EA		\$4,300.00	\$0.00	1.00	\$4,300.00	1	\$4,300.00
TOTALS					\$232,314.75		\$26,186.00		\$232,689.75



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON May 24, 2018 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	<u>Traffic Signal Improvements: Veterans Blvd. at Kelly Ave. and Eldora Rd.</u>
BID NO.:	<u>1617-01-528-0035</u>
CONTRACT DATE:	<u>July 13, 2017</u>
CONTRACTOR:	<u>D & G Energy Corporation</u>
ADDRESS:	<u>P.O. Box 4675, McAllen, Texas 78502</u>
PROJECT DESCRIPTION:	<u>New traffic signals at the intersection of Veterans Blvd. and Kelly Ave. and Veterans Blvd. and Eldora Rd.</u>

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a 'Certificate of Release' starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ <u>232,764.75</u>
Change Orders	\$ <u>-75</u>
Current Contract	\$ <u>232,689.75</u>
Total Earned to Date	\$ <u>232,689.75</u>
Less Previous Payments (-)	\$ <u>220,223.06</u>
Balance with Retainage	\$ <u>12,466.69</u>
Authorized Deductions (-)	\$ <u>0</u>
Final Payment	\$ <u>12,466.69</u>

6. That the **Final Payment** in the amount of \$ (12,466.69)
(Twelve thousand four hundred sixty six dollars and sixty nine cents)
is due and payable.

Aldana Engineering and Traffic Design
Engineering Company

Project Engineer's Signature

APPROVED BY:

Contractor

Signature

Date

APPROVED BY:

Omar Anzaldúa Jr., PE, CFM, PMP
City Engineer

Signature

Date



CHANGE ORDER

Contractor: D&G Energy Corp.

Change Order No.: 2 & FINAL

Project: Traffic Signal Improvements on Veterans Boulevard at
Kelly Avenue and Eldora Road
Bid No. 1614-01-528-0035

Date: 7/31/2018

Notice to Proceed Date: 31-Jul-17

Change Order Amount: \$ (4,375.00)

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

Addition of item and underrun of pavement marking quantities.

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QTY	AMOUNT
624	GROUND BOX TY A (122311) (NO APRON)	EA	\$ 500.00	9	\$ 4,500.00

Reason for Change Order:

Final reconciliation of quantities.

Contract Price		Contract Time(Calendar Days)	
Original Contract:	\$ 232,764.75	Original Completion Date:	<u>28-Nov-17</u>
Previous Change Order: (+/-)	\$ 4,300.00	Additional Days:	<u>8</u>
This Change Order: (+/-)	\$ (4,375.00)	Revised Completion Date:	<u>6-Dec-17</u>
Revised Contract Amount:	\$ 232,689.75		

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

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

Accepted:

D&G Energy Corp.

Contractor

Authorized Signature

Date

Recommended:

Albert J. Aldaña, PE

Project Engineer

Authorized Signature

Date

Omar Anzaldúa Jr., PE

City Engineer

Authorized Signature

Date

Approved:

Juan Guerra

City Manager

Authorized Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Discussion on Regulation of Rental Dwellings and Multi-Family Units.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr finds that a discussion on rental dwellings and multi-family units is needed in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants, and to encourage owners and occupants to maintain and improve the quality of rental housing within the community.

Financial Consideration:

Staff Recommendation: To be discussed in executive session.

Alternatives:

ROUTING:

Hilda Pedraza
Roland Gomez
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/09/2018
Approved - 08/09/2018
Final Approval - 08/10/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Firefighters Bunker Gear. (Project # 1718-01-515-SP005-067)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: We are in need of purchasing bunker gear to replace old and worn out gear. This purchase will help address any safety concerns that the old gear may pose on our firefighters. National standards require that gear be replaced when they are 10 years old or are beyond repair for the well being of our responders. The bunker gear consists of coat and pants used for firefighting.

Financial Consideration: This is a budgeted item for Fiscal year 2017-2018 using account number 51500-1117 which has a current balance of \$55,770.07.

Staff Recommendation: Staff recommends award of Supply Contract for a period of one (1) year to the low bidder, NAFECO Inc. from Decatur, AL, for their cost of \$2,395 per set of firefighter bunker coat and pant.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Leonardo Perez

Approved - 08/08/2018

Sandra Zamora

Approved - 08/08/2018

Patricia Rigney

Approved - 08/09/2018

Karla Moya

Approved - 08/10/2018

City Management Office

New -



City of Pharr

BID OPENING: July 5, 2018 at 2:00 p.m.

LOCATION: Executive Conf Room (2nd Floor)

PREPARED BY: VG 7/6/18
REVIEWED BY: SZ 7/9/18

Recommend Award of Contract

PROJECT #1718-01-515-SP005-067 SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF FIREFIGHTERS' BUNKER GEAR

BIDDERS	DELTA INDUSTRIAL SERVICES & SUPPLY PORT NECHES, TX	NAFECO INC. DECATUR, AL
ITEM NO. 1 - FIREFIGHTERS' BUNKER COAT		
MFR./MODEL	HONEYWELL/LTO 62B3	LION V-FORCE
UNIT PRICE	\$1,496.00	\$1,450.00
ITEM NO. 2- FIREFIGHTERS' BUNKER PANTS		
MFR./MODEL	HONEYWELL/LTO 62B3	LION V-FORCE
UNIT PRICE	\$1,053.00	\$945.00
TOTAL COST FOR ITEM NO. 1 & NO. 2	\$2,549.00	\$2,395.00
DELIVERY	60 DAYS	60-75 DAYS
ADDENDUM	YES	YES

NOTE: PRICE INCREASE IS NOT TO EXCEED 5% P/RENEWAL PERIOD

NOTE: RENEWAL 1, PRICING WILL INCREASE APP. 5% OVER ORIGINAL BID PRICE. RENEWAL 2, PRICING WILL INCREASE APP. 5% OVER RENEWAL #1 CONTRACT PRICES.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery Stone Aggregate. (Project# 1718-40-510-SP006-073)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This Supply Contract is needed for various Public Works Projects.

The Purchasing Department solicited and received five (5) bids for the above referenced project. Award of Contract is based on award to the vendor with the lowest bid. Bids ranged from \$21.24 -to- \$41.95 per ton. (Bid Tabulation Attached).

Financial Consideration:

Staff Recommendation: Staff requests authorization to award a Supply Contract for the Purchase & Delivery of Stone Aggregate to the low bidder IOC Company, from Edinburg, Texas, for a period of one (1) year at a unit price of \$21.24 per ton. 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 satisfactory performance and the unit price remaining unchanged.

Alternatives:

ROUTING:

Hilda Pedraza
Sandra Zamora
Omar Anzaldua
Patricia Rigney

Created/Initiated - 08/07/2018
Approved - 08/08/2018
Approved - 08/09/2018
Approved - 08/09/2018

Karla Moya
City Management Office

Approved - 08/10/2018
New - 06/15/2018



CITY OF PHARR

BID OPENING: JULY 19, 2018 AT 2:00 P.M.

LOCATION: City Commission Room

 **Recommend award of Contract**

PROJECT #1718-40-510-SP006-073 SUPPLY CONTRACT FOR PURCHASE & DELIVERY OF STONE AGGREGATE

	 IOC COMPANY EDINBURG, TX	BORDER PACIFIC RAILROAD COMPANY RIO GRANDE CITY, TX	UPPER VALLEY MATERIALS LLC PALMVIEW, TX	JOLVAZ LLC DBA RIO- TECH McALLEN, TX	VULCAN CONSTRUCTION MATERIALS INC. SAN ANTONIO, TX
BIDDERS					
BASE BID: FURNISH & DELIVER ASTM NO. 57 3/4" OPEN GRADED STONE UNIT PRICE PER TON	 \$21.24	\$22.20	\$27.00	\$40.74	\$41.95
DELIVERY	1 DAY	5 WKG DAYS	1 DAY (24 HOURS)	2 DAYS (48 HOURS)	2 DAYS
ADDENDUM	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED (LATE)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award Project 1 - Service Contract to Generate Chlorine Dioxide, Project 2 - Supply Contract for Purchase & Delivery of Sodium Chlorite, and Project 3 - Purchase & Installation of New Equipment. (Project #1718-60-582-S009-165)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The supply contract is needed for Water & Wastewater treatment.

Financial Consideration: Budgeted item 60-58200-2207 \$185,000

Project 1 Services \$ 20,280 Annually

Project 2 Chemical \$139,600 Annually (appx)

Project 3 Equipment \$ 23,718 1-Time Cost

Staff Recommendation: Staff recommends approval authorizing City Manager to award Project 1 - Service Contract to Generate Chlorine Dioxide at an Annual Cost of \$20,280, Project 2 - Supply Contract for Purchase & Delivery of Sodium Chlorite at a Unit Price per pound of \$0.698, and Project 3 - Purchase & Installation of New Equipment at a Total Cost of \$23,718 to the low bidder, JCS Industries from Springs, TX. (Detail on attached bid tabulation).

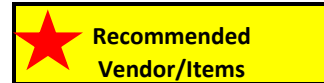
Initial contract term for Project 1 and Project 2 shall be for a period of two (2) years. If approved, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional three (3) years, in one (1) year

increments, subject to satisfactory performance and the service rates/unit price per pound of chemical remaining unchanged.

Alternatives:

ROUTING:

Diana Martinez	Created/Initiated - 08/09/2018
Jose Villescas	Approved - 08/09/2018
Sandra Zamora	Approved - 08/09/2018
Patricia Rigney	Approved - 08/10/2018
Karla Moya	Approved - 08/10/2018
City Management Office	New -



CITY OF PHARR

SERVICE/SUPPLY/PURCHASE TO GENERATE CHLORINE DIOXIDE/SODIUM CHLORITE/EQUIPMENT

BID OPENING DATE/TIME: AUGUST 7, 2018 AT 3:00 P.M.

LOCATION: COMMISSION ROOM

PROJECT NO.: 1718-60-582-S009-165

BIDDERS:							Evoqua Water Technologies LLC Sarasota, FL		JCS Industries, Inc. Springs, TX		NON-RESPONSIVE International Dioxide, Inc. North Kingstown, RI	
PROJ. No.	Commodity #	Type	Description	UOM	QTY	MAY 2016 TO MAY 2018/UNIT PRICE	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	890-15	BASE	PROJECT 1 - SERVICE CONTRACT - TO GENERATE CHLORINE DIOXIDE	MO	12	N/A	\$2,636.00	\$31,632.00	★ \$1,690.00	\$20,280.00	NO BID	
2	885-76-01001	BASE	PROJECT 2 - SUPPLY CONTRACT - PURCHASE & DELIVERY OF SODIUM CHLORITE	LB	200,000	\$1.01	\$0.69	\$138,000.00	★ \$0.698	\$139,600.00	\$ 0.621	\$124,200.00
3	720-55	BASE	PROJECT 3 – PURCHASE – P&I OF NEW EQUIPMENT TO INCLUDE: The Model 4180- Automatic Vacuum Sodium Chlorite Feed Controller; The Model 4180- Automatic Vacuum Chlorine Gas Feed Controller; Static Mixer Assembly; The Model 4180- pH Sensor Assembly (optional); Ejector sized to the flow stream to be dosed; Sample Port	LS	1	N/A		\$113,096.00	★	\$23,718.00	NO BID	
APPROXIMATE ANNUAL COST :							\$282,728.00		\$183,598.00			
BID BOND:							SUBMITTED		NOT REQUIRED			
ADDENDUM #1:							ACKNOWLEDGED		ACKNOWLEDGED			
HARD COPY:							SUBMITTED		SUBMITTED		NOT SUBMITTED	
ELECTRONIC COPY:							SUBMITTED		SUBMITTED		SUBMITTED	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: August 9, 2018

MEETING DATE: August 13, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: Innovation & Technology

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing the City Manager to enter into a Purchase Contract utilizing the BuyBoard contract for the purchase of a hyper-converged server and storage solution from SHI Government Solutions for the upgrade of city operations servers. (Project #1718-01-518-P022-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The IT Department has been planning on upgrading our city operations servers and planned this expense for next fiscal year. Due to other projects coming under budget, we would like to proceed with this needed purchase and remove or reallocate next fiscal years funds elsewhere. This purchase is for the hardware required to run our servers with high availability and offsite data retention as well as create our disaster recovery site in the Google cloud. Due to the success we've had with the previous order of this same system for the PD, we are selecting same platform to standardize our data center equipment.

Financial Consideration: 01-518000-8804 \$84,434.81

Staff Recommendation: Staff recommends award of purchase contract to SHI Government Solutions utilizing BuyBoard Contract #498-15 for a total solution cost of \$84,434.81.

Alternatives: 2 additional quotes were received at a higher cost.

ROUTING:

Jose Pena

Created/Initiated - 08/09/2018

Jose Pena

Approved - 08/09/2018

Sandra Zamora

Approved - 08/10/2018

Patricia Rigney
Karla Moya
City Management Office

New -

PROJECT #1718-01-518-P022-003 IT Department - City Server Upgrade Project

	SHI Dallas, TX	KA Data Systems Sugar Land, TX	Scale Computing Indianapolis, IN
System	Scale Computing	Scale Computing	Scale Computing
Type	Hyperconverged	Hyperconverged	Hyperconverged
Storage Type	Hybrid	Hybrid	Hybrid
Storage	48 Raw/24 Use	48 Raw/24 Use	48 Raw/24 Use
Processors	160	160	160
Memory	512	512	512
Hardware	\$ 53,102.76	\$ 78,736.00	\$ 78,736.00
Support	\$ 15,619.80	\$ 18,148.00	\$ 19,684.00
Cloud Integration	\$ 13,943.83	\$ 12,195.00	\$ 13,649.00
DR Planning	\$ 1,768.42	\$ 1,600.00	\$ 2,000.00
Total Cost	\$ 84,434.81	\$ 110,679.00	\$ 114,069.00



Pricing Proposal
Quotation #: 15700048
Created On: 7/25/2018
Valid Until: 8/31/2018

City of Pharr TX

Jose Peña

Pharr, TX
United States
Phone: 956 -402 -4000
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 UPG 12.96TB RAW 6.48TBU-128GB RAM HC1150D CPU Scale Computing - Part#: HZ12.96TP2-128 Contract Name: BuyBoard Contract #: 498-15	4	\$13,275.69	\$53,102.76
2 2Yr Sup Ext Hw And Sw Scalecare-Hz12.96T2-128 Scale Computing - Part#: QCARE2HZ12.96T2128 Contract Name: BuyBoard Contract #: 498-15	4	\$3,904.95	\$15,619.80
3 Scale - Remote installation - 1 node Scale Computing - Part#: QSRN Contract Name: BuyBoard Contract #: 498-15	1	\$0.00	\$0.00
4 1Yr Hc3 Cloud Unity Scale Computing - Part#: QDGUS-1-8T64C416 Contract Name: BuyBoard Contract #: 498-15	1	\$13,943.83	\$13,943.83
5 Disaster Recovery Planning Scalecare Svc Scale Computing - Part#: QDRPS Contract Name: BuyBoard Contract #: 498-15	1	\$1,768.42	\$1,768.42
Subtotal			\$84,434.81
Shipping			\$0.00
Total			\$84,434.81

Additional Comments

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Company Name	Scale Computing	Created Date	8/10/2018
Address	525 S. Meridian St., Suite 3E Indianapolis, IN 46225 USA	Expiration Date	9/14/2018
		Quote Number	00013154
Prepared By	Blake Dickmeyer	Account Name	City of Pharr
Phone	(317)735-3854	Contact Name	Jose Pena
Email	bdickmeyer@scalecomputing.com	Phone	956.402.4900
		Email	jose.pena@pharr-tx.gov

Product	Product Code	List Price	Quantity	Total Price
HC1150D - 12.96TB RAW Storage/ 6.48TBu - 128GB RAM with upgraded CPU	Hz12.96tp2-128	USD 19,684.00	4.00	USD 78,736.00
HC3 Cloud Unity - 1 Year - 8T64C416	QDGUS-1-8T64C416	USD 13,649.00	1.00	USD 13,649.00
Node Installation Remote Support	QSRN	USD 0.00	4.00	USD 0.00
ScaleCare - DR Planning Service	QDRPS	USD 2,000.00	1.00	USD 2,000.00
ScaleCare - HC1150Dz - Hz12.96tp2-128 - 2 Year Extension	Q2Hz12.96tp2-128	USD 4,921.00	4.00	USD 19,684.00

Total List Price	USD 114,069.00
Discount Applied	USD 0.00
Grand Total	USD 114,069.00

Discounts offered by Scale Computing are one-time discounts, based on products and services offered in this quote. Discounts are only valid until the expiration date on this quote and will not be carried forward for future orders.

Order: End User shall submit written/electronic purchase orders (as specified by SCALE) to approved Reseller or Distributor for SCALE Products. SCALE will ship SCALE Products to the address specified on the purchase order. All SCALE Products shall be shipped F.O.B. Origin (SCALE's shipping point). End User shall be responsible for shipping costs, shipping insurance costs, shipping taxes and shipping surcharges, if applicable. \$40 per 1U node / \$150 per 2U node will be invoiced for ground shipping in the US. Contact your SCALE Sales Manager for International shipping rates.

Price: End User's price for each unit will be determined based on SCALE's list price at the time of order. End User is responsible for paying any and all applicable sales and/or use tax to their appropriate revenue agency unless taxes are billed directly by SCALE.

Title: Title to hardware will pass to End User upon shipment of the SCALE Products in accordance with order terms above.

Returns: All orders are considered final. No returns of sold SCALE Products will be accepted.



KA DataSystems
3218 Lakefield Blvd, Sugar Land, TX 77479
281-980-8017 Fax 281-980-0647



Quotation

Jose Pena
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Quote Number : Q18030T
Quote Date : 8/10/18
Expires : 9/10/18
Terms : Net 30

Scale Computing

Part Number	Qty	Description	Unit Price	Amount
Hz12.96tp2-128	4	HC1150D - 12.96TB RAW Storage/ 6.48TBu - 128GB RAM with upgraded CPU	\$19,684	\$78,736.00
QDGUS-1-8T64C416	1	HC3 Cloud Unity - 1 Year - 8T64C416	\$12,195	\$12,195.00
QSRN	1	Node Installation Remote Support	\$0	\$0.00
QDRPS	1	ScaleCare - DR Planning Service	\$1,600	\$1,600.00
Q2Hz12.96tp2-128	4	ScaleCare - HC1150Dz - Hz12.96tp2-128 - 2 Year Extension	\$4,537	\$18,148.00
			Total :	\$110,679.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Department of Public Safety Interlocal Cooperation Contract for General Stores supplies. (Project # 1718-01-512-IPQ038-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department and Department of Public Safety

What: Renew interlocal agreement to purchase supplies such as blood kits, gun shot residue kits, and narcotic testers.

Where: State of Texas

When: Purchase as needed. The contract is effective as of the date of the last party to sign the contract and ends on August 31, 2021.

Why: The items purchased will assist in conducting investigations and to replenish low

inventory. DPS will provide certain forms, manuals, gunshot residue kits, and other supplies for the Local Government entity to use in the Breath testing and Laboratory Alcohol and Drug testing program. The purpose and objective of this contract is to facilitate the use of uniform and consistent procedures, paperwork, printed materials, and supplies.

Financial Consideration: Costs will be in accordance with the DPS General Stores' non-DPS user price sheet. For this purchase the amount will be \$ 225.00.

Staff Recommendation: I recommend approval of renewal.

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 08/07/2018
Patricia Rigney	Approved - 08/09/2018
Sandra Zamora	Approved - 08/09/2018
Karla Moya	Approved - 08/10/2018
City Management Office	New -

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
MANNY FLORES
A. CYNTHIA LEON
JASON K. PULLIAM
RANDY WATSON

August 1, 2017

To Whom It May Concern:

The Department of Public Safety Interlocal Cooperation Contract for General Stores supplies will expire August 31, 2017. Enclosed is the revised contract, which is effective as of the date of the last party to sign the contract and ends on August 31, 2021.

This year, all purchases require a current contract on file before DPS can process your order. This includes printed materials as well as intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits, or syringe transport tubes.

Sincerely,

Michael Iffla, Director,
General Services Bureau

INTERLOCAL COOPERATION CONTRACT
DPS GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999

STATE OF TEXAS

TRAVIS COUNTY

THIS CONTRACT is entered into between the Department of Public Safety (DPS) and the Local Governmental Entity listed in Section I (Contracting Parties) under the authority of the Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and in furtherance of the responsibilities of DPS as provided in Texas Government Code Chapter 411.

I. CONTRACTING PARTIES

Department of Public Safety

and

Local Governmental Entity: Pharr Police Dept.

Complete Address: 1900 S. Cage Pharr, Texas 78577
Street Address City and State Zip Code

Email Address: janie.arellano@pd.pharr-tx.gov

II. STATEMENT OF SERVICE

DPS will provide certain forms, manuals, gunshot residue kits, and other supplies for the Local Governmental Entity to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to facilitate the use of uniform and consistent procedures, paperwork, printed materials, and supplies.

III. BASIS FOR CALCULATING COSTS

Costs will be in accordance with the DPS General Stores' non-DPS users price sheet.

IV. PAYMENT FOR SUPPLIES

Local Governmental Entity must submit full payment to DPS at the time of order. Payment will be made from the Local Governmental Entity's current revenues.

V. TERM OF CONTRACT

This Contract is effective as of the date of the last party to sign the contract and ends on August 31, 2021.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract and have full authority to enter into this Contract on behalf of the respective parties.

If the governing body of a party is required to approve this Contract, it will not become effective until approved by the governing body of that party. In that event, this Contract will be executed by the duly authorized official of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which must be attached to this Contract.

Chief Jose Luengo
Name of Local Governmental Entity

DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

Chief of Police
Title

Title

Date: 07/10/18

Date: _____

INTRODUCTION

The Department of Public Safety stocks certain forms, manuals, gunshot residue kits, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities and counties. DPS performs this service to facilitate the use of uniform and consistent procedures, paperwork, printed materials, and supplies.

DPS requires certain minimum quantities and packaging in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS users will be charged a slightly higher price to cover administrative and handling expenses and will be required by law to have an Interlocal Cooperation Contract on file with DPS General Services for any printed materials or supply items, such as mouthpieces, alcohol blood test kits, gunshot residue kits, and urine specimen kits.

DPS strongly urges entities to discuss and coordinate all purchases with its local Breath Test Program Technical Supervisor or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. Your local Breath Test Program Technical Supervisor or our DPS Laboratory Alcohol and Drug Testing personnel should also be able to advise the purchaser of the quantities of supplies that may be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING
PRINTED MATERIALS/SUPPLIES AND GUN SHOT RESIDUE KITS

1. **Submit your request on your department's letterhead using the sample on page 5.**

This request must be signed by an authorized representative and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include the requested items and total amount due.

This request should be addressed to the following.

DPS GENERAL STORES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non-DPS users of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials are listed on pages 3 and 4.
Non-DPS users must adhere to minimum quantities.
5. If you have any questions, please contact the following.

DPS GENERAL STORES
512-424-2017
GSoutsidesales@dps.texas.gov

NON-DPS USERS PRICE SHEET

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	DIC 23 PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 23A SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 24 STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 25 NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 54 PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 55 STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 56 BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 57 NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
DIC SPANISH FORMS:				
_____	DIC 24S DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 25S NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 57S NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
THP FORMS:				
_____	THP 1 OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP 1A SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00

_____	THP 51 STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	<u> \$0.00 </u>
_____	THP 51A AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	<u> \$0.00 </u>
_____	THP/BR 38 INTOXILYZER MANUAL (BINDER, TABS & CONTENTS)		\$8.75/EACH	<u> \$0.00 </u>
SUPPLIES				
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	<u> \$0.00 </u>
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	\$23.00/PKG.	<u> \$0.00 </u>
<u> 15 </u>	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/EACH	<u> \$97.50 </u>
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	<u> \$0.00 </u>
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	<u> \$0.00 </u>
<u> 15 </u>	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	<u> \$127.50 </u>
TOTAL ENCLOSED				<u> \$225.00 </u>
(Items from pages 3 and 4)				

MAIL ORDERS AND PAYMENTS TO:

**DPS GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999
512 -424-2017**

**USING YOUR LETTERHEAD, PRINT THIS PAGE,
ATTACH ORDER SHEETS, AND MAIL TO:
DPS GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

DATE 07/10/18

Please enter our order for the attached supplies. My check is enclosed.

Sincerely,

Title _____

Tax exempt number _____

Contact person _____ Phone number _____

Physical Address (City, State, Zip)

Email Address



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: August 8, 2018

MEETING DATE: August 13, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the Pharr Police Department and Drug Enforcement Administration (DEA) for reimbursement of joint operations.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr police Department and Drug Enforcement Administration (DEA)

What: Reimbursement of joint operations expenses. Department may request the reimbursement of overtime salaries expenses directly related to work on joint operations. MOU can be terminated by either party on 30 days advance written notice.

Where: Pharr, TX and DEA jurisdiction

When: The agreement is made for October 1st, 2018

Why: This agreement provides the department an opportunity to participate in forfeiture funds

Financial Consideration: The maximum reimbursement entitlement for overtime worked on behalf of the joint operations is set at \$ 18, 343.75 per officer per year.

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not approve the agreement.

ROUTING:

Jose Luengo

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 08/08/2018

Approved - 08/09/2018

Approved - 08/10/2018

New -

COOPERATIVE STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Pharr Police Department (hereinafter "PPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The McAllen OCDETF Strike Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen OCDETF Strike Force, the PPD agrees to detail one (1) experienced officer(s) to the McAllen OCDETF Strike Force for a period of not less than two years. During this period of assignment, the PPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The PPD officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the McAllen OCDETF Strike Force, DEA will assign 40 Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. The PPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by PPD during the term of this agreement.

For the Drug Enforcement Administration:

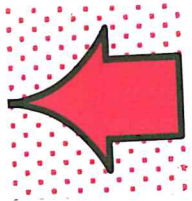
Will R. Glaspy
Special Agent in Charge

Date:_____

For the Pharr Police Department:

Jose Luengo
Interim Chief of Police

Date:_____



PROGRAM FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Pharr Police Department (hereinafter "PPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen Task Force, the PPD agrees to detail one (1) experienced officer(s) to the McAllen Task Force for a period of not less than two years. During this period of assignment, the assigned officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The PPD officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the PPD Task Force, DEA will assign 40 Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and PPD officer(s) to the Task Force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. During the period of assignment to the McAllen Task Force, the PPD will remain responsible for establishing the salaries and benefits, including overtime, of the PPD officer(s) assigned to the Task Force and for making all payments due them. DEA will, subject to availability of funds, reimburse the PPD for overtime payments made by it to the PPD officer(s) assigned to the McAllen

Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$18,343.75, per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the PPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The PPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The PPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The PPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

10. The PPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The PPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The PPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the PPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by PPD during the term of this agreement.

For the Drug Enforcement Administration:

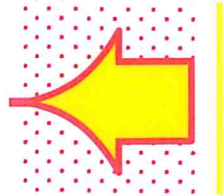
Will R. Glaspy
Special Agent in Charge

Date:_____

For the Pharr Police Department:

Jose Luengo
Interim Chief of Police

Date:_____





U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Pharr Police Department (hereinafter "PPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas, area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen HIDTA Task Force, the PPD agrees to detail one (1) experienced officer(s) to the HIDTA Task Force for a period of not less than two years. During this period of assignment, the assigned officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The PPD officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HIDTA Task Force, DEA will assign 40 Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and PPD officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
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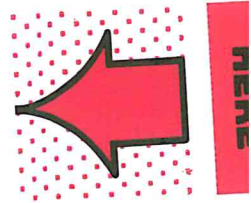
Will R. Glaspy
Special Agent in Charge

Date:_____

For the Pharr Police Department:

Jose Luengo
Interim Chief of Police

Date:_____





U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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A. The applicant certifies that it and its principals:

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(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between U.S. Immigration and Customs Enforcement and the Pharr Police Department for reimbursement of joint operations.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department and Homeland Investigations (ICE)

What: Reimbursement of joint operations expenses. Department may request the reimbursement of overtime salaries expenses directly related to work on joint operations. MOLU can be terminated by either party upon 30 day written notification to the other party.

Where: Pharr, TX and HSI Jurisdiction

When: Agreement becomes effective on date that it is signed.

Why: This agreement provides the department an opportunity to participate in the Treasury Forfeiture Fund.

Financial Consideration: The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$ 15,000 per officer per year.

Staff Recommendation: I recommend approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 08/07/2018

Approved - 08/09/2018

Approved - 08/10/2018

New -

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

Pharr Police Department, City of Pharr

regarding

**THE DESIGNATION OF Pharr Police Department EMPLOYEES
AS CUSTOMS OFFICERS (EXCEPTED)**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Pharr Police Department.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Pharr Police Department.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Pharr Police Department.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Pharr Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of Pharr Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

Pharr Police Department agrees:

- a. That only sworn law enforcement officers of Pharr Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and

Pharr Police Department

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: HSI McAllen

Name: Maria Michel-Manzo

Title: Assistant Special Agent in Charge

Address: 5901 S. International Parkway

McAllen, Texas 78501

Telephone Number: +1 (956) 984-6901

Fax Number: +1 (956) 984-6917

E-mail Address:

Pharr Police Department :

Name: Jose Luengo

Title: Acting Chief of Police

Address: 1900 S. Cage Blvd.

Pharr, Texas 78577

Telephone Number: +1 (956) 968-8591

Fax Number:

E-mail Address:

- 7. OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

- 8. EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.
- 9. MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.
- 10. TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Shane M. Folden

Name of HSI Official

Special Agent in Charge

Title of HSI Official

Homeland Security Investigations

U.S. Immigration and Customs Enforcement

Date: _____

Juan G. Guerra

Name of Pharr 's Official

City of Pharr, City Manager

Title of Pharr 's Official

Name of Pharr 's Agency

Date: _____

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the PHARR, TEXAS POLICE DEPARTMENT (NCIC CODE # 1081100) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the PHARR, TEXAS POLICE DEPARTMENT in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the PHARR, TEXAS POLICE DEPARTMENT, and until terminated, in writing, by either party.

V. **TERMS, CONDITIONS, AND PROCEDURES**

A. **Assignment of Officer(s)**

To the maximum extent possible, the PHARR, TEXAS POLICE DEPARTMENT shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the PHARR, TEXAS POLICE DEPARTMENT shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The PHARR, TEXAS POLICE DEPARTMENT may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the PHARR, TEXAS POLICE DEPARTMENT may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

The PHARR, TEXAS POLICE DEPARTMENT **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the PHARR, TEXAS POLICE DEPARTMENT must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the PHARR, TEXAS POLICE DEPARTMENT must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The PHARR, TEXAS POLICE DEPARTMENT remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The **maximum** reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **\$15,000** per officer per year.
6. The PHARR, TEXAS POLICE DEPARTMENT will submit all requests for the reimbursement of joint operations' expenses to ICE Assistant Special Agent in Charge, Maria Michel-Manzo at the following address: 5901 S. International Parkway, McAllen, Texas 78503, Attn. Cristina Torres, Mission Support Specialist, Ph. (956) 984-6918.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The PHARR, TEXAS POLICE DEPARTMENT agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the PHARR, TEXAS POLICE DEPARTMENT, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Shane M. Folden
Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Jose Luengo
Chief of Police
PHARR, TEXAS
POLICE DEPARTMENT

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Innovation & Technology

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to execute a Product License and Support Services Agreement with Sergeant Labs for their Aristotle Insight Security Platform, (Project No. 1718-01-518-IPQ036-02)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Innovation & Technology department has researched and evaluated this solution to improve our cyber security network posture. This solution will provide the best functionality for inventorying, vulnerability management, auditing, and real-time monitoring of all computer and server equipment.

Financial Consideration: Account 01-51800-5530 will be used, pending line item budget adjustment of \$4,250.00.

Staff Recommendation: Staff recommends approval authorizing the City Manager to execute a Product License & Support Services Agreement for an Aristotle Insight Security Platform with Sergeant Laboratories from Onalaska, WI, for a period of one (1) year, in the amount of \$22,352.76. Staff is also requesting authorization, with City Manager approval, to exercise the option to extend the agreement for two (2) additional years, in one (1) year increments, subject to satisfactory performance, services, and pricing remaining unchanged.

Alternatives: Vendor can sell direct through their GSA contract or can sell their product through re-sellers. Reseller quote was at \$26,300.00.

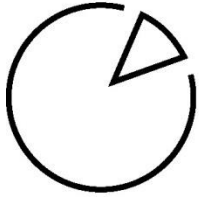
ROUTING:

Hilda Pedraza

Created/Initiated - 08/07/2018

Jose Pena
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Approved - 08/08/2018
Approved - 08/09/2018
Approved - 08/09/2018
Approved - 08/10/2018
New -



SERGEANT
LABORATORIES, INC.

200 MASON ST
ONALASKA, WI 54650
(608) 788-9143

PRODUCT LICENSE AND SUPPORT SERVICES AGREEMENT

SERGEANT LABORATORIES, INC. ("Licensor") and the party named in the signature box below as "Licensee" agree that from the Effective Date of this document, the terms and conditions as stated on this Cover Page and expressed herein constitute an agreement ("Agreement") between Licensor and Licensee for the use of the Products and/or provision of Support Services as itemized below. The charges quoted herein and the terms and conditions of this Agreement supersede any previous offers for the Products and/or Support Services stated below and the terms and conditions of any purchase order or previous license between Licensee and Licensor.

LICENSOR: Sergeant Laboratories, Inc. 200 Mason Street Suite #15 Onalaska, WI 54650	
P: (608)788-9143	F: (608)788-9662
LICENSEE: Company Name Phone	BILLING ADDRESS: AUTHORIZED SITE(S):

Product Name	Product Version No.	Computer System (Serial Number)	No. of users, CPUs, seats and/or Servers	License Fee	Initial License Term	Service Charge (Initial License Term)
AristotleInsight® Appliance ("the Product")	7.4	SGTXXXXXX-XX	1	-	7/1/16 to 7/1/17	-
AristotleInsight® Universal Agent ("the Software")	7.4		-	-	7/1/16 to 7/1/17	-
Sub-Total				\$	Sub-Total	-
					Tax	\$
					Total	\$

Customer acknowledges Product and Software reports provide extensive data analysis including but not limited to forensic level, keystroke data collection which may be disabled. The Product and Software are configured with keystroke data collection enabled by default. Keystroke data collection will be disabled by Licensor if the box below is checked:

☐ Disable keystroke collection.

Initial here: _____

I have read the Agreement in its entirety and have had the opportunity to ask questions of and receive answers from Licensor's authorized representative for the Product and Software and the offer expressed herein is accepted on the terms and conditions specified in the Agreement.

LICENSEE:

Signature:

Name:

Title:

Date:

Licensee's Order Number (for administrative purposes only).

PO#: XXXX

System Serial Number: SGTXXXXXX-XX

LICENSOR: SERGEANT LABORATORIES, INC.

Signature:

Name:

Title:

Date:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 – Cover Page: The information included in the Cover Page is true and correct and is part of this Agreement.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Access: The term "access" and variants thereof shall mean to connect to, store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise the Product.
- (2) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by Licensor to Licensee to the effect that this Agreement is terminated because of breach by Licensee.
- (3) Confidential Information: The term "Confidential Information" shall mean: (a) pricing or information concerning any Licensor products or services; (b) trade secrets and other proprietary rights of Licensor; (c) any business, marketing or technical information that is confidential or proprietary to Licensor.
- (4) Computer: The term "Computer" shall mean that certain computer system as described in the Cover Page and/or Schedule A (or as specified during user registration if this Agreement is being displayed and accepted electronically) which is attached hereto or displayed above to the Licensee and by this reference incorporated herein.
- (5) Defect Notice: The term "Defect Notice" shall mean that certain written notice from Licensee to Licensor identifying, in reasonable detail, one or more discrepancies between the actual performance of the Product and the performance of the Product described in the Documentation.
- (6) Documentation: The term "Documentation" shall mean the Product user guides and user manuals that are made generally available to the public including all such updates thereto.
- (7) Effective Date: The term "Effective Date" shall mean the date this Agreement is signed or electronically accepted by Licensor.
- (8) License Fee: The term "License Fee" shall mean that certain amount identified on the Cover Page, in the column headed License Fee.
- (9) License Term: The term "License Term" shall mean a period of time starting with the Effective Date and continuing until terminated under the terms and conditions of this Agreement.
- (10) Product: The term "Product" shall mean that product identified as "the Product" on the Cover Page, including Updates that are made generally available to Licensee by Licensor as specified in this Agreement.
- (11) Product Problem: The term "Product Problem" shall refer to those instances where a Product is not functioning according to the specifications in the Documentation.
- (12) Renewal Term: The term "Renewal Term" shall mean any period of time that this Agreement is renewed after the Initial License Term.
- (13) Remote Access: The term "Remote Access" shall mean telecommunications access to the Product

using a modem or any access deemed to be remote access by industry standards.

- (14) Software: The term "Software" shall that product identified as "the Software" on the Cover Page, including all of the contents of the electronic files, whether on disk(s), CD-ROM(s) or other media, provided by Licensor under this Agreement.
- (15) Updates: The term "Update" shall mean: (a) any upgrades, modified versions, updates, additions, replacements and copies of the Software (current release only), if any, provided to Licensee by Licensor for the sole purpose of maintenance, error correction, or debugging of the Software, or (b) any upgrades, modified versions, replacements or additions to the Secure Data Vault Server (current model only), if any, provided to you by the Licensor for the sole purpose of maintenance, error correction, or debugging of the Product.
- (16) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product or Documentation except for the exclusive purposes of: (a) use pursuant to the terms and conditions of this Agreement; (b) internally demonstrating the performance, utility and functions of the Product for the sole purpose of use pursuant to the terms and conditions of this Agreement; or (c) training employees of Licensee in the use of the Product pursuant to the terms and conditions of this Agreement.
- (17) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Product or Documentation except for employees authorized by Licensee to access the Product or Documentation for the exclusive purposes as set forth in Section 1.02 (16).

ARTICLE II: SCOPE OF LICENSE

Section 2.01 -- Grant of Limited License: Licensor hereby grants to Licensee a non-exclusive, non-transferable, and personal license to use the Software on the Product or other Computer of Licensee, and to use the Documentation, for the License Term only in accordance with the terms and conditions of this Agreement. The foregoing grant of license excludes the right to modify all or any portion of the Software or the Product, or any Documentation, or to create any derivative works thereof, except as expressly authorized by Licensor in writing in advance. The use by Licensee of such modification or derivative work shall be subject to the terms of this Agreement, including all license restrictions set forth in this Article II, unless otherwise expressly agreed by Licensor in writing.

Section 2.02 -- Risk of Loss: Licensee assumes risk of loss to the Product as of the time of shipment and/or downloading of the Product by Licensor.

Section 2.03 -- Authorized Use: Licensee shall prevent Unauthorized Access to the Software and the Product, and shall prevent Unauthorized Users from Accessing the Software and the Product.

Section 2.04 -- Other Use Restrictions: Licensee shall use the Software and the Product only in accordance with the Documentation and only on the Computer at the Authorized Site(s) of Licensee as specified in the Cover Page and/or Schedule A of this Agreement (or as specified during user registration if

this Agreement is being displayed and accepted electronically.) Excepting access by Licensor, Licensee shall prevent Remote Access. The Software and the Product may not be sublicensed or relicensed by Licensee nor be deployed or distributed to, or for the benefit of, any third party, including consultants, and may only be used for the internal business purposes of Licensee as specified in this Agreement. Licensee agrees not to sublicense, relicense, rent, assign, loan, lease or use the Software or the Product to provide service bureau, ASP, commercial time-sharing, or similar services to third parties, including consultants, or for any other activities or purposes not expressly authorized in this Agreement without the express, prior written consent of Licensor in each instance. Other than pursuant to a regularly scheduled and followed backup policy applicable to substantially all software licensed by Licensee, Licensee may make no more than one copy of the Software for backup purposes in support of the use of the Product. Use of the Product is restricted to the number of users, CPUs, seats and/or servers and computer system and machine class, if applicable, for which License Fees have been paid, as specified in the Cover Page and/or in Schedule A (or as specified during user registration if this Agreement is being displayed and accepted electronically.).

Section 2.05 – Compliance Verification: At least once every calendar year and, absent reasonable suspicion of breach of this Agreement, no more than twice in one calendar year, Licensor shall be entitled, after giving Licensee at least five (5) days' notice and subject to Licensee's reasonable requirements relative to safety and security, to audit and inspect Licensee's records and facilities as is reasonably necessary for Licensor to ensure compliance with the provisions of this Agreement. Notwithstanding the foregoing, if Licensor reasonably suspects that Licensee has breached this Agreement, Licensor may audit Licensee's Product-related activities with one (1) day's notice. Licensee shall maintain complete and accurate records, available on request to Licensor, indicating the location(s) where each Product has been installed and, as applicable, the Computer/computer system and the number of users, CPUs, seats, and servers for each Product. If Licensee's non-compliance with this Agreement has resulted in a loss that is equal to or greater than five percent (5%) of the License Fee paid to date for that year or is otherwise reasonably determined to be a material breach of the terms and conditions of this Agreement, Licensee shall reimburse Licensor in full for the cost of such audit in addition to paying any other fees, costs, or damages associated with the non-compliance or breach.

Section 2.06 – Documentation Use: Documentation may be used only in support of authorized use of the Software and the Product as specified in this Agreement.

Section 2.07 – Services: Unless otherwise defined in a separate Extended Service Agreement or Product Maintenance Agreement, Support Services provided by Licensor to Licensee shall consist of technical phone support or e-mail support, at Licensor's discretion, offered for the duration of the Initial License Term only, related to: (a) installation, site preparation and planning; (b) user operation; and (c) Updates. The Initial License Term shall be 12 months beginning on the Effective Date as indicated on the Cover Page. Licensor agrees to provide Support Services specified in this Agreement on the Effective Date for the Initial License Term, using commercially reasonable efforts in doing so. The non-refundable Service Charge must be paid in accordance with

the terms of this Agreement in order for Licensee to be entitled to the Support Services for the Initial License Term. Licensor has no obligation to provide Support Services or any other services for: (i) altered or modified Software or Products; (ii) third party software or applications being used in conjunction with the Software or Products; (iii) Product Problems or other such problems which arise as a result of Licensee's negligence or fault, or from malfunctions of Licensee's hardware or its operating systems; (iv) Product Problems or other such problems which result from changes to the operating environment which make it incompatible with the operating environment for which the Software or Product was originally provided, including without limitation, additions or changes to hardware, operating systems, compilers, or co-resident software; nor has Licensor any obligation to assist Licensee to develop or debug applications which use the Software or Product. At any given time, Licensor shall provide Support Services for the then-current, general-release version of the Software and Product, and the immediately preceding general release version of such Software and Product, but only for a period of six (6) months following the general release of the then-current version of the Software and Product. In all cases, Licensor shall provide Support Services only during the Initial License Term and any Renewal Term.

Section 2.08 – Renewal: If, at least thirty (30) days before the end of the Initial License Term or any subsequent Renewal Term, Licensee does not notify, in writing, Licensor that Licensee will not renew this Agreement, then this Agreement shall be deemed automatically renewed by Licensee for an additional one year Renewal Term, which will include the right to Support Services. License Fees for such Renewal Term will be billed and must be paid in accordance with the terms and conditions of this Agreement. With regards to renewal of this Agreement, the License Fee is subject to reasonable increase at the sole discretion of Licensor. Licensee is entitled to receive Updates during the Initial License Term or any subsequent Renewal Term of this Agreement.

ARTICLE III: PAYMENT

Section 3.01 -- Fees: Licensee shall promptly pay the License Fee and Initial Service Charge within thirty (30) days of delivery of the Product. Additional Service Charges, costs, and fees for any services beyond those described in Section 2.07 will be charged for and invoiced separately at Licensor's discretion.

Section 3.02 -- Costs: Licensee shall pay all direct costs incurred by Licensor in providing Support Services or any other services pursuant to this Agreement. Such direct costs shall include (without limitation) postage, shipping, media charges, telephone, travel, material and reproduction costs.

Section 3.03 -- Invoicing and Payment: Licensor shall invoice Licensee monthly for any costs incurred by Licensor in providing Support Services or any other services under this Agreement or for any balance due on the License Fee. Upon request of Licensee, such invoices shall be accompanied by receipts evidencing such costs. Licensee shall pay any such invoice in full within thirty (30) days of receipt, or in the case of overdue License Fees or other overdue balances, within ten (10) days of receipt of the invoice. Any amounts payable by Licensee hereunder that remain unpaid after the due date shall be subject to a late charge equal to the lesser of the

maximum amount permissible by law or 1.5% per month from the due date until such amount is paid.

Section 3.04 -- Taxes: Licensee shall pay any and all applicable taxes, including without limitation, if applicable, sales, use, property, value added or other taxes based on licenses granted or services provided, excluding taxes on Licensor's net income.

ARTICLE IV -- TERMINATION

Section 4.01 -- Termination Limitations: This Agreement may only be terminated as provided under this Article IV.

Section 4.02 -- Term: The grant of license rights under this Agreement shall be valid only for the License Term.

Section 4.03 -- Termination: Licensee may terminate this Agreement for convenience with no less than ten days written notice of termination to Licensor. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee of any obligation that has accrued or is otherwise owed by Licensee.

Section 4.04 -- Cancellation for Cause: If Licensee violates its obligations under this Agreement, Licensor may cancel the Agreement by sending a Cancellation Notice describing the noncompliance to the Licensee. Upon receiving a Cancellation Notice, the Licensee shall have ten (10) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten (10) day period, Licensor shall have the right to cancel this Agreement, effective upon written notice, as of the eleventh day after the date of the Cancellation Notice.

Section 4.05 -- Effect of Termination/Actions Upon Termination: Upon termination or cancellation of this Agreement: (i) all rights of Licensee hereunder will terminate, in which event all license rights shall also cease and the Products and Documentation and all copies thereof shall be returned to Licensor or destroyed, as directed by Licensor; (ii) all amounts due to Licensor hereunder will become immediately due and payable; and (iii) the following provisions will survive termination of this Agreement: Section 2.05, Sections 3.01 – 3.04, Sections 4.01 - 4.05, Section 5.02, Section 5.05, Sections 6.01 - 6.05, and Sections 7.01 – 7.15.

ARTICLE V: WARRANTY

Section 5.01 -- Representations and Warranties: Licensor represents and warrants that for the first ninety (90) days after shipment, the Products will substantially conform in material functional respects to the applicable Documentation.

Section 5.02 -- LIMITED WARRANTY: Except for the limited warranty specified above, LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE PRODUCT OR DOCUMENTATION. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.01 AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN LICENSEE'S JURISDICTION, LICENSOR AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR

OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Section 5.03 -- Defect Notice: Any Defect Notice must be received by Licensor within thirty (30) days after delivery of the Product. Upon receiving a Defect Notice from Licensee, Licensor shall review the asserted discrepancy to determine if the discrepancy is valid. If, in the reasonable professional judgment of Licensor the discrepancy is valid, Licensor's only obligation shall be, in the Licensor's sole discretion, to correct the discrepancy, using commercially reasonable efforts to do so, or to refund the portion of the License Fee appropriate to the particular defect in question. If, in the reasonable professional judgment of Licensor, such discrepancy is not valid, Licensor shall submit to Licensee a written explanation of the reasons why such asserted discrepancy is not valid. The written explanation of Licensor set forth herein shall be deemed accepted by Licensee within ten (10) days after Licensee's receipt of the written explanation.

Section 5.04 -- Licensor's Indemnity: Licensor shall indemnify and defend Licensee from and against any loss, cost, damage or expense actually incurred by or awarded against Licensee arising from any claim by a third party that any Product infringes any U.S. patent, trademark, copyright or trade secret of such third party, provided that: (i) Licensee promptly gives written notice of such claim, loss, expense, or action (or if Licensee has reason to know of a claim, promptly gives written notice of the circumstances from which such claim, loss, expense, or action may arise); (ii) Licensee provides all reasonably required assistance to Licensor or Licensor's agents in the defense of such claim, loss, expense, or action and gives Licensor sole authority to settle or defend the claim; (iii) the infringement does not result from the combination of the Software or Product with any product not supplied by Licensor for use with the Software or Product; (iv) the infringement does not result from any modification of the Software or Product (other than by Licensor), or any use of the Software or Product other than as specified in the applicable Documentation; and (v) the infringement would not have been avoided if Licensee had implemented any new version or changes to the use or configuration of the Software or Product made available or recommended by Licensor. In the defense or settlement of any such claim, Licensor may, in its sole discretion: (i) replace or modify the Software or Product at issue so that its use is non-infringing; (ii) procure for Licensee the right to continue to use the Software or Product at issue; or (iii) terminate the licenses granted hereunder with respect to the Software or Product (or portion thereof) that is infringing and grant Licensee a credit or refund for the Software Product (or portion thereof) that is infringing.

Section 5.05 -- Limitation of Damages: IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR ITS AFFILIATES OR AGENTS BE LIABLE TO LICENSEE FOR ANY OTHER DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A LICENSOR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBL-

ITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSOR'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS, AFFILIATES AND AGENTS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PRODUCT, IF ANY. In all cases, Licensor shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of Licensor, which such circumstances shall include (without limitation) natural disaster, terrorism, labor disputes, war, declarations of governments, transportation delays, failure of Licensee's Computer or other hardware or systems, telecommunications failure and misuse of the Software, Product or Documentation by Licensee. Licensor is acting on behalf of its suppliers, affiliates and agents for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. Any claims under this Agreement, including claims arising out of Licensee's rights under Section 5.04, must be brought within one year of the date on which Licensee became aware or should have become aware of the facts giving rise to such claim. Failure to bring such claims within the specified period shall result in a complete waiver of Licensee's rights as regards such claims under this Agreement or otherwise

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Except for the limited license granted herein, all right, title, and interest throughout the world in and to (i) the Software, Product and Documentation and (ii) any modifications to or derivative works of all or any part of the Software, Product or any Documentation created by or on behalf of Licensee ("Licensee Enhancements") including rights to patents, copyrights, trademarks and trade secrets therein, shall be and remain the exclusive property of Licensor. The source code of the Product, as well as the structure and organization of the source code, and the Documentation, are the valuable trade secrets and Confidential Information of Licensor. The Software, the Product, and certain components of the Product and Documentation, are protected by copyright, including the United States Copyright Act, international treaty provisions and applicable laws in the jurisdictions in which it is being used. Licensee shall not remove or alter any copyright notices, proprietary legends, or any other similar notices affixed by Licensor to the Software, Product or Documentation, and Licensee shall ensure that all such notices will be affixed and clearly visible on any copies or duplicates of the Software, Product or Documentation which Licensee may be authorized to produce pursuant to this Agreement. With respect to any Licensee Enhancements, Licensee agrees and acknowledges that all right, title, and interest throughout the world in and to such Licensee Enhancements shall irrevocably and unconditionally vest in Licensor as an original matter as a "work made for hire" under the U.S. Copyright Act. In the event that any Licensee Enhancement does not qualify as a "work made for hire" as a matter of law, Licensee hereby irrevocably and unconditionally agrees to assign and assigns all right, title and interest throughout the world in and to such Licensee

Enhancements to Licensor and agrees to execute any and all documents and take any and all further actions required to confirm and perfect such assignment, at Licensor's request.

Section 6.02 -- Reverse Engineering: Reverse engineering, disassembly, decompilation and other source code derivation of the Software or the Product are strictly prohibited.

Section 6.03 -- Confidentiality: Licensee hereby acknowledges that the Software, the Product, the Documentation, and related disclosures, include information that is Confidential Information of Licensor. Licensee hereby agrees not to disclose such information except to persons and organizations expressly authorized in writing by Licensor to receive such information. The foregoing does not apply to information: (i) rightfully known by Licensee prior to receipt; or (ii) which becomes public knowledge by acts other than those of the parties after receiving such information; or (iii) is independently developed by Licensee without a breach of obligations hereunder; or (iv) is rightfully received by Licensee from a third party without restriction and without breach of this Agreement.

Section 6.04 -- Copies: Except as expressly authorized in this Agreement, Licensee shall not copy the Software, Product or Documentation and shall not allow the Software, Product or Documentation to be copied without the prior written consent of Licensor.

Section 6.05 -- Indemnification: To the extent permitted by law, Licensee shall defend, indemnify and hold harmless Licensor against any damages or liability arising from use of the Software, Product or Documentation by Licensee and/or any breach by Licensee of this Agreement

ARTICLE VII: MISCELLANEOUS

Section 7.01 -- Assignments: Licensee may not assign or otherwise transfer this Agreement or any right hereunder, including by operation of law, without the prior written consent of Licensor. Any purported assignment in violation of this Section 7.01 shall be void and without effect.

Section 7.02 -- Entire Agreement: This Agreement expresses the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. Licensee hereby acknowledges that the Documentation shall in no way lessen Licensee's obligations to Licensor under this Agreement or broaden Licensee's rights under this Agreement.

Section 7.03 -- Equitable Remedies: Licensee hereby acknowledges that damages at law may be an inadequate remedy for Licensee's breach of this Agreement. Therefore, Licensor shall have the right to seek specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Licensee, without necessity of posting a bond or other security thereof.

Section 7.04 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by the party to be bound.

Section 7.05 -- Severability: If any provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 7.07 -- Governing Law: This Agreement shall be governed by the laws of the State of Texas. The parties agree to venue and jurisdiction in the District Courts of Hidalgo County, Texas.

Section 7.08 -- Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by courier or mailed postage to the person and address designated on the Cover Page.

Section 7.09 -- Bankruptcy: If Licensor must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by Licensee, fees and expenses shall be borne by Licensee. If Licensee has a bankruptcy proceeding filed against it, Licensor shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial. If Licensee is subject to insolvency, bankruptcy, or any other such proceedings, then Licensor may, in its sole discretion, require Licensee or its receiver or such equivalent party to return the Product(s) and Documentation to Licensor or to destroy them, and, at Licensor's sole discretion, all Support Services hereunder will cease. In all such events as described in this Section, Licensee will not be entitled to any refund of Licensee Fees or Service Charges.

Section 7.10 -- Waiver: Waiver of any breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 7.11 -- Intentionally Omitted

Section 7.12 -- Intentionally Omitted

Section 7.13 -- Other Authorizations: Licensee hereby authorizes Licensor to list Licensee as a customer in any of Licensor's marketing materials, with a brief description of the Product and/or Support Services provided to Licensee, and to provide a copy of this Agreement in conjunction with a financing transaction, acquisition, merger, or other such transactions, or in conjunction with legal or professional consultation.

Section 7.14 -- Export Rules: Licensee will comply with all applicable export and related laws and regulations, obtain any applicable export licenses, and it will not export or re-export directly or indirectly (including via remote access) any part of the Software, Product, Documentation, and/or technical data to any country subject to an embargo by the United States. Licensee also may not export and/or re-export the Software or the Product, including technical data, to individuals and companies listed on any list of parties proscribed by the United States Government or any agency thereof. In addition, Licensee may not export and/or re-export Software, Product, Documentation and/or technical data, if it knows or has reason to know that a recipient or end-user is engaged in the design, development and use of weapons of mass destruction or is engaged in activities which may be deemed a threat to the national security of the United States.

Section 7.15 -- Notice to U.S. Government End Users: Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013(c)(1)(ii) or FAR 52.227-19 and are subject to any other such applicable regulations of the U.S. Government.

SCHEDULE A

COMPUTER SYSTEM DESCRIPTION

DataVault ID	Hardware Description	Serial Number
AristotleInsight® Appliance	1U Rackmount Server*	SGTXXXXXX-XX

*Contact Sergeant Laboratories, Inc for detailed hardware specifications.


AristotleInsight

Price Quote

Date: 7/27/2018

Quote #: 072718-B

Expiration Date: 9/30/2018

Sergeant Laboratories, Inc
 200 Mason St Ste 15
 Onalaska, WI 54650
 (608)788-9143

Contact:
 Matt Vande Slunt
 Fax: (608)788-9662
mvandeslunt@provecompliance.com

To:

City of Pharr
 118 S Cage Blvd
 Pharr, TX 78577

Jose Peña
 (956)402-4900
jose.pena@pharr-tx.gov

Salesperson	Ship Method	Shipping Terms	Payment Terms	Due Date
	UPS	FOB Destination	Net 30	TBD

Qty	Description	Line Total
1	AristotleInsight® Configuration Includes: -Network Appliance License -Agent Installer -Training -Configuration	22,352.76
450	AristotleInsight® Universal Agent Connections Includes: Installer (Windows OS, Mac OS, Linux, AIX)	Included
1	One year AristotleInsight® License Includes: -Updates -Phone Support -Hardware Support & Warranty -Customer Success Program	Included
	Estimated license for 450 agent licenses after first year is \$11,175.38	
	Subtotal	\$22,352.76
	Sales Tax	Paid by Customer
	*Total	\$22,352.76

For your convenience, this quote becomes an order upon acceptance by signature. Upon returning signed acceptance of this quote, Sergeant Laboratories will proceed with production and invoicing. Product License and Support Services Agreement acceptance required prior to system shipment.

Accepted by: _____

Reference/PO Number: _____

Please submit a copy of your organization's purchase order for processing.

*Transactions processed via credit card will be subject to a 3.65% surcharge.



IT Schedule 70

Contract 47QTCA18D00DN

Thank you for your business!



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Garcia Infrastructure Consultants, LLC. for the construction management services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict.

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 authorization of the City Commission on approving the City Manager to negotiate and enter into a contract agreement with Garcia Infrastructure Group, LLC for Construction Management Services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict.

Financial Consideration: Estimated Fee \$12,000

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Garcia Infrastructure Consultants, LLC. for the construction management services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Omar Anzaldua
Sandra Zamora
Karla Moya
Patricia Rigney

Created/Initiated - 08/07/2018
Approved - 08/08/2018
Approved - 08/08/2018
Approved - 08/09/2018
Approved - 08/09/2018

City Management Office

Final Approval - 08/10/2018

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

§

CITY OF PHARR

§

COUNTY OF HIDALGO

§

§

§

This AGREEMENT is between **Garcia Infrastructure Consultants, LLC** (hereafter referred to as "ENGINEER"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ENGINEER is hereby authorized to perform professional construction management services in connection with the **Hike and Bike Lift Station Project**, hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, Texas 78577

Project: **Project Name**

Project Location: Pharr, Texas

Section 1

General Scope of Services and Project Description

This AGREEMENT is based on providing the following services for the Project as described in **Exhibit A-Scope of Services**. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

NOTICE: ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.

Section 2

Representations and Warranties

By executing this AGREEMENT the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

Section 3

Engineer Insurance and Indemnification

3.1 ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Engineer shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Engineer shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.
- (4) *Professional Liability Coverage.* Engineer shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents,

employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) Endorsements. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.
- (3) Any failure of ENGINEER to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.
 - (a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.

- (c) *Verification of coverage.* Engineer shall provide certificates of insurance with copies of original endorsements to CLIENT as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Engineer. At the request of CLIENT, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and terminate automatically at the completion of the project in accordance with the time schedule set forth in **Exhibit B-Work Schedule** or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date, minus the cost to complete the scope of work under this Agreement. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services as described in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **(\$12,000) Twelve Thousand One Hundred Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight delivery services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ENGINEER, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

8.2 ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

8.7 ENGINEER shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

8.8 ENGINEER acknowledges that ENGINEER's skill and expertise is a material consideration for CLIENT entering into this AGREEMENT. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-consultant (s).

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 WAIVER. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after

completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as

expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

11.3 The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

11.4 The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required

Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the CLIENT and ENGINEER and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Garcia Infrastructure Consultants, LLC,
14623 Dauber
San Antonio, Texas 78248**

**Javier Garcia, PE
ENGINEER**

By: _____
Signature
ENGINEER

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

Juan Guerra, CPA, MBA
City Manager
City of Pharr, Texas

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

Garcia Infrastructure Consultants, LLC

TBPE Firm No. F-17794



July 24, 2018

Mr. Omar Anzaldua, P.E.
City Engineer
City of Pharr
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

Reference: Hike and Bike Lift Station

Mr. Anzaldua:

Garcia Infrastructure Consultants, LLC (GIC) is pleased to submit its Scope of Work and Fee Proposal for the referenced project.

We greatly appreciate the opportunity to serve the City of Pharr.

Sincerely,

Javier Garcia, P.E.
Managing Partner

File



SCOPE OF SERVICES

City of Pharr Hike and Bike Lift Station

July 24, 2018

This document defines Garcia Infrastructure Consultants, LLC (GIC) Scope of Services and associated fee for the subject project. Design documents developed for this project were developed by a separate engineering company. GIC's Scope of Work is limited to assisting the City of Pharr (City) with construction phase services and assisting the City confirm that plans conform to the contract documents. GIC is not responsible for the engineering design since we are not the Engineer of Record. This project includes electrical components.

GIC is not authorized to make design changes without the approval of the Engineer of Record.

Task 1: Construction Contract Administration

Construction Contract Execution

GIC will assist the City to issue five (5) sets of the Contract Documents (conformed set) for the contractor. The conformed set will be provided by the City. No hard copies will be issued to the Contractor. Two (2) copies will be provided to the City.

Pre-Construction Conference

GIC will attend one (1) Pre-Construction Conference prior to beginning work.

Visits to Site and Observation of Construction

GIC will perform periodic site visits during construction. GIC anticipates making approximately six (6) visits to observe work progress. GIC will visit site at substantial completion and final acceptance. These visits are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of work based on GIC's exercise of professional judgment. Based on information obtained during such visits and such observations, GIC will evaluate whether Contractor's work is in general accordance with the Contract Documents.

The purpose of these site visits are to better carry out our duties and responsibilities specifically assigned in this Agreement to GIC, and to provide the City the confidence that the Work will conform in general to the Contract Documents. GIC shall not, during such site visits, supervise, direct, or have control over Contractor's work, nor shall GIC have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's performance nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.



It is our understanding that day to day field inspection will be provided by the City's Inspector. GIC does not have an electrical engineer on staff and unable to provide any specialty type inspection.

Defective Work

GIC will recommend to the City that Contractor's work be disapproved and rejected if GIC believes that such work does not generally conform to Contract Documents.

Clarifications and Interpretations

GIC will respond to Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by City.

Change Orders

GIC will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples

GIC will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Applications of Payment

Based on its observations and on review of applications for payment and accompanying supporting documentation, GIC will approve the amounts that the City recommends Contractor be paid.

By recommending any payment, GIC shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to GIC in this Agreement.

Task 2: Project Closeout

Substantial Completion

GIC will, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work

GIC will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that GIC may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, GIC shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of GIC's knowledge, information and belief based on the extent of its services.



GIC shall not be responsible for the acts or omissions of any Contractor, or of any other their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. GIC shall not have the authority or responsibility to stop the work of any Contractor.

Record Drawings

GIC will issue Record Drawings. However, since GIC is not the Engineer of Record nor has access to any CADD files for this project we are unable to issue true Record Drawings. This set will be scanned and one (1) hard copy and (1) electronic (PDF) copy will be provided to the City.

ADDITIONAL SERVICES

Other Additional Services excluded but may be provide on a time and expense basis if required by the City include:

- Topography survey, if requested or required by the City .
- Assisting the City in acquiring easements.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction the project, including the preparation of engineering data and reports for assistance to the City .
- Providing professional services associated with the discovery of any hazardous water or materials in the project area.
- Providing construction staking.
- Assisting the City or Contractor in the deference or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by GIC on a fee basis negotiated by the respective parties, outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Providing any other professional services requested by the City as a part of this project that are not listed in the Scope of Services.

CONSTRUCTION SCHEDULE

Our fee is based on a six (6) month construction schedule. If the schedule extends beyond 6 months, GIC will submit a proposal for the City's consideration.

BASIS OF COMPENSATION

GIC proposes to render the services noted above on a lump sum basis in accordance to the fee scheduled as presented in **Table 1 – Summary of Project Fees**.



TABLE 1
Summary of Project Fees

Task Number	Task Description	Fee
1	Project Management	\$1,000.00
4	Services During Construction (Site Visits, Shop Drawings, RFI, Submittals, Change Orders, & Pay Estimates).	\$9,500.00
5	Project Closeout (Substantial and Final Completion Site Visit)	\$1,500.00
Total		\$12,000.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: Innovation & Technology

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a License Agreement through DIR Cooperative Contract #DIR-TSO-3899 for an IT Training platform. (Project #1718-01-518-IPQ037-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Innovation & Technology department has researched and evaluated different IT training solutions. This solution will provide the best features and will allow for individual licenses to be assigned to staff so that each can follow their own training program. This solution provides books, videos, training material and certification test preps to improve staff knowledge. This agreement is using Texas DIR-TSO-3899.

Financial Consideration: \$3,363.39 using account number 01-51800-5503.

Staff Recommendation: Staff recommends approval authorizing City Manager to enter into a License Agreement with Skillsoft Corporation through DIR Contract #DIR-TSO-3899, for a period of one (1) year (through August 5, 2019), for an IT Training Platform, for a total of \$3,363.39.

Alternatives:

ROUTING:

Jose Pena

Created/Initiated - 08/07/2018

Jose Pena

Approved - 08/07/2018

Sandra Zamora

Approved - 08/08/2018

Patricia Rigney

Approved - 08/10/2018

Karla Moya

Approved - 08/10/2018

City Management Office

New -



6 AUGUST 2018

City of Pharr
Attn: Jose Pena
308 W. Park Ave
Pharr, TX 78577 USA

Dear Jose:

This letter sets forth the agreement between Skillsoft Corporation ("Skillsoft") and City of Pharr ("Customer") and will confirm the purchase of the License(s) selected below (the "Agreement"). Customer hereby agrees to a termed license for the products and/or services selected below pursuant to the pricing set forth below and upon the License Terms and Conditions set forth in Contract Number DIR-TSO-3899 dated June 22, 2017 by and between State of Texas, acting by and through the Department of Information Resources, and Skillsoft Corporation, and the Terms and Conditions set forth therein.

Products, Services & Pricing:

Access to the following products and/or services selected below is for the applicable number of named authorized Customer employees (the "Authorized Audience") during the period of time from the Start Date through the End Date (the "License Term").

LICENSE TERM: START DATE: 6 AUGUST 2018 END DATE: 5 AUGUST 2019

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
IT VIDEOS	12
SKILLCHOICE IT 2.0	12

DEPLOYMENT METHOD: SkillPort via Extranet Hosting Services

LICENSE FEES. Customer's total committed license fees hereunder are set forth below and are calculated as follows. Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL LICENSE FEES
Y1	\$3,363.39
TOTAL	\$3,363.39

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

The invoice and Products will be sent to:

City of Pharr
Attn: Jose Pena
308 W. Park Ave
Pharr, TX 78577 USA
jose.pena@pharr-tx.gov

If you are in agreement with the foregoing and are authorized to enter into this Agreement on behalf of your company, please indicate your agreement and acceptance by signing in the space below and returning one copy to Skillsoft.

Very truly yours,
SKILLSOFT CORPORATION

By: _____

Date: _____

Print Name: _____

Accepted And Agreed To:
CITY OF PHARR

By: _____

Date: _____

Print Name: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with Alvarado Architects & Associates, Inc. for professional architectural services for the Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park Project. (PROJECT #C1718-01-528-0025)

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 additional surveying that was required to complete the design.

Financial Consideration: Original Contract

\$17,500.00

Amendment No. 1 Additional Architectural Services \$7,184.10

Revised Contract Amount

\$24,684.10

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with Alvarado Architects & Associates, Inc. for Professional Architectural Services for the Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park Project. in the amount of \$7,184.10

Alternatives: N/A

ROUTING:

Hilda Pedraza
Omar Anzaldua
Sandra Zamora

Created/Initiated - 08/07/2018
Approved - 08/08/2018
Approved - 08/08/2018

Karla Moya
Patricia Rigney
City Management Office

Approved - 08/09/2018
Approved - 08/10/2018
New - 03/16/2018

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 1

The Contract between **Alvarado Architects & Associates, Inc.** and the **City of Pharr** which was executed by the parties on **December 6th, 2017** for the design of the **Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work
 - Additional Survey
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee
 - 1. Add the following fees:
 - a. Additional Services – \$ 7,184.10.

This amendment adds **\$7,184.10** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 17,500 to **\$ 24,684.10.**

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

APPROVAL OF AMENDMENT NO. 1

**Alvarado Architects & Associates, Inc,
307 S. Main St.
Donna, TX 78537**

Erasmo D. Alvarado Jr., 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 ____.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.H.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on award of contract for the Pharr Sports Complex and Witten Park Dugout Improvements Project (Project No. 1718-40-510-C008-161)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Construction of ten (10) new baseball dugouts to replace the existing dugouts at the Pharr Sports Complex and Witten Park.

On July 10 2018, formal bids were opened, with eight (8) respondents to the solicitation. The bids received ranged from \$255,000 to \$399,000.

The apparent low bidder failed to submit their "Contractors Statement of Qualification" documentation as required by the bid solicitation document (is therefore being declared non-responsive). After further evaluating & calling on additional references, it is our consultant's recommendation to approve Arell Construction, of Mission, TX as the apparent low bidder.

Financial Consideration: Construction Cost \$295,000.00

Staff Recommendation: Staff recommends award of contract for the Dugouts for Pharr Sports Complex and Witten Park to the lowest responsive and responsible bidder, Arell Construction, LLC. from Mission, TX, for their Total Base Bid amount of \$295,000 (includes contingency in the amount of \$20,000).

Alternatives: N/A

ROUTING:

Hilda Pedraza
Omar Anzaldua
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/08/2018
Approved - 08/10/2018
New - 07/13/2018

Alvarado Architects & Associates, Inc.
Architects / Construction Mgrs./ Planners

307 S. Main St. Donna, TX 78537
Tel. 956 464-8258 Fax 956 464-8268

August 02, 2018

City of Pharr

Attn: Mr. Juan G. Guerra, CPA, MBA
City Manager
118 South Cage Boulevard
Pharr, Texas 78577

VIA: EMAIL

**RE: City of Pharr Project #1718-40-510-C008-161
Parks and Recreation Dugouts for Pharr Sports Complex and Witten Park**

AAA Project Number: 1717

“CONTRACTOR RECOMMENDATION”

Dear Mr. Guerra,

Alvarado Architects & Associates, Inc. has reviewed the bid packets received for the City of Pharr Project #1718-40-510-C008-161 Parks and Recreation Dugouts for Pharr Sports Complex and Witten Park. We have attached the Bid Tabulation Sheet herewith. After further evaluating and calling on additional references, our recommendation for the apparent low bidder is Arell Construction, of Mission, Texas with a Total Base bid of \$295,000.00 which includes a \$20,000.00 Contingency Allowance and a construction schedule of 90 calendar days to complete the project.

Alvarado Architects & Associates, Inc. has reviewed the bid documents for Arell Construction, and it is our opinion that Arell Construction, meets the bid requirements as set forth for the referenced project.

It is our opinion that Arell Construction, of Mission, Texas has met the requirements of the bid process and is qualified to enter into a contract in the amount of \$295,000.00 with the City of Pharr.

We look forward to working together in developing a successful project. If you have any questions, please contact our office at (956) 464-8258.

Congratulations and best regards,
Alvarado Architects & Associates, Inc.



Erasmo D. Alvarado, Jr. AIA
President



★ RECOMMENDED FOR AWARD OF CONTRACT

BID OPENING: JULY 10, 2018 AT 3:00 P.M.
LOCATION: CITY COMMISSION ROOM

Project No. 1718-40-510-C008-161 DUGOUTS FOR PHARR SPORTS COMPLEX AND WITTEN PARK

BIDDERS:					RG ENTERPRISES	ARELL CONSTRUCTION	GOLDEN KEY CONSTRUCTION	AFC BUILDERS	HECTOR BALDERAS, LLC	NM CONTRACTING, LLC	5 STAR GC CONSTRUCTION	NON-RESPONSIVE
ITEM	CLASS-ITEM	DESCRIPTION	U/M	QTY	EDINBURG, TX	★ MISSION, TX	PHARR, TX	PHARR, TX	DONNA, TX	MCALLEN, TX	MISSION, TX	EDINBURG, TX
		SUMMARY: CONSTRUCTION OF TEN (10) NEW DUGOUTS AT TWO PARKS (PHARR SPORTS COMPLEX AND WITTEN PARK) IN PHARR, TX. WORK INCLUDES: MINOR SITE WORK, PAVING FOR ADA COMPLIANCE, AND UTILITIES. TOTAL AMOUNT BID										
1	988-63	TOTAL AMOUNT BID	1	LS	\$ 253,839.00	\$ 275,000.00	\$ 300,000.00	\$ 304,650.00	\$ 364,999.00	\$ 378,000.00	\$ 379,000.00	\$ 235,000.00
2	963-22	CONTINGENCY ALLOWANCE	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL AMOUNT BID INCL CONTINGENCY ALLOWANCE					\$ 273,839.00	\$ ★ 295,000.00	\$ 320,000.00	\$ 324,650.00	\$ 384,999.00	\$ 398,000.00	\$ 399,000.00	\$ 255,000.00
NUMBER OF CALENDAR DAYS TO COMPLETE CONTRACT					90 CAL DAYS	90 CAL DAYS	90 CAL DAYS	90 CAL DAYS	90 CAL DAYS	90 CAL DAYS	90 CAL DAYS	90 CAL DAYS
BID BOND					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
ADDENDUM NO . 1 & 2					ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Only Addendum 1
EPLS VERIFICATION (3 LOW BIDS)					VERIFIED	VERIFIED	VERIFIED					
TLIST VERIFICATION (3 LOW BIDS)					VERIFIED	VERIFIED	VERIFIED					
HARDCOPY OF BID SUBMITTED					YES	YES	YES	YES	YES	YES	YES	YES
												Non-Responsive Contractor failed to submit "Contractors Statement of Qualification" documentation ..as required by bid solicitation documents.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.I.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, on Preferred Provider Agreement for Emergency Air Medical Services with AirMethods for helicopter medical assistance for the Pharr Fire Department.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: AirMethods Corporation has solicit our City to be the preferred provider for Emergency Air Medical Services. When multi-casualty incidents and those that require long distance transports, a helicopter can greatly improve the chances of getting a critically injured or ill patients quickly. This will allow the Fire Department another avenue to getting a patient quickly to the hospital when minutes count.

Financial Consideration: All cost for this service will be borne by the patient receiving the service.

Staff Recommendation: Staff recommends approval subject to legal review.

Alternatives:

ROUTING:

Hilda Pedraza
Leonardo Perez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/08/2018
Approved - 08/10/2018
Approved - 08/10/2018
New -

**PREFERRED PROVIDER AGREEMENT
FOR EMERGENCY AIR MEDICAL SERVICES**

This Preferred Provider Agreement for Emergency Air Medical Services (this “Agreement”) is made and entered into effective as of the [REDACTED] day of July, 2018 (the “Effective Date”) between Rocky Mountain Holdings, LLC (d/b/a South Texas AirLife 1), a Delaware limited liability company and a wholly owned subsidiary of **Air Methods Corporation**, a Delaware corporation, having its principal place of business at 5500 S. Quebec Street, Suite 300, Greenwood Village, CO 80111 (“AMC”), and **City of Pharr Fire Department**, having its principal place of business at 118 S. Cage Blvd., 3rd Floor, Pharr, TX 78577 (“PHARR FD”). AMC and PHARR FD are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, AMC is engaged in the business of providing emergency air medical transportation services and intends to open a new base in PHARR FD’s service area in partnership with Doctors Hospital at Renaissance Health System (the “Program”);

WHEREAS, PHARR FD is engaged in the business of providing fire services to PHARR FD’s local community;

WHEREAS, PHARR FD is concerned with the availability of timely and professional delivery of emergency air ambulance services for patients requiring facilities or capabilities not available through PHARR FD (outbound);

WHEREAS, PHARR FD has determined that it would be in the best interest of community individuals requiring emergency medical services to have a qualified high quality, primary air ambulance provider experienced in community based air medical transport operations with patient care staffing and quality consistent with the industry’s recognized critical care transport and advanced life support standards;

WHEREAS, PHARR FD desires to arrange for air ambulance services for such individuals requiring air ambulance services, and AMC desires to provide such services as the “Preferred Provider,” on the terms and conditions set forth herein; and

WHEREAS, the Parties: (i) desire to delineate clearly between their respective responsibilities and obligations under this Agreement; and (ii) intend that each Party shall be responsible and liable only for that Party’s respective responsibilities and obligations with respect to the air ambulance program as specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM.** This Agreement shall be in effect for a period of three (3) years commencing on the date that the Program becomes operational, which will be memorialized by an Amendment to this Agreement (the “Initial Term”) and will automatically extend for an additional term of three (3) years (the “Renewal Term”, and together with the Initial Term, the “Term”) unless written notice is given to the other Party of a Party’s intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or is otherwise earlier terminated as allowed by this Agreement. The Parties understand that unless and until the Program is operational, neither Party has any rights or obligations under this Agreement.
2. **PREFERRED PROVIDER.**
 - a. AMC shall provide air ambulance transport service as available (weather and maintenance permitting) to all patients if Medically Necessary (as defined below). A request shall be considered “Medically Necessary” whenever PHARR FD protocol and/or a receiving physician/hospital accepts

the patient and the referring physician/hospital determines that air ambulance transport and a higher level of care or specialty service is in the patient's best interest and medically necessary.

- b. AMC will respond to all flight requests as appropriate. In the event that all available AMC helicopters are already responding to other requests or otherwise unavailable, the AMC Communications Center ("AirCom") will notify the requesting agency of the approximate delay. If the delay is unacceptable to PHARR FD, PHARR FD may make arrangements for service with another air medical provider.
- c. Nothing in this Agreement shall be construed to obligate AMC to provide air ambulance transport services when it lacks an available helicopter, qualified on-duty staff or equipment in the service area.

- 3. **PHARR FD'S USE OF AIR MEDICAL TRANSPORT SERVICES.** During the Term, except where the patient or patient's legal representative has specifically requested otherwise, or where applicable laws and regulations otherwise require, if PHARR FD has a need for air medical transport services, PHARR FD shall use AMC as PHARR FD's preferred contractor for such services. This means that if PHARR FD has a need for any air medical transport services and such transport is Medically Necessary, PHARR FD shall request that AMC provide such services before PHARR FD requests such services from any other provider of air transport services. PHARR FD's requests to AMC for air transport services shall be made by utilizing AirCom. Subject to the availability of the helicopter, AMC shall dispatch and launch the helicopter. If the helicopter is unavailable or unable to respond to PHARR FD's request for any reason (including, without limitation, that the helicopter is responding to another call or request, is out of service or experiencing mechanical or other difficulties or if weather conditions preclude safe flight operations), or if AMC refuses the flight for any other reason, or if it is advisable or required that the patient be transported by another provider for medical or regulatory reasons, then PHARR FD may request emergency air transport services from another provider thereof.
- 4. **PROMOTION OF AGREEMENT.** PHARR FD hereby agrees to educate and require all personnel with the authority to request air medical transport services to comply with this Agreement. PHARR FD shall assure that all relevant PHARR FD personnel are informed and educated regarding the requirements of this Agreement and appropriate procedures for ordering air ambulance transport services and preparing patients for transport in accordance with professionally recognized standards. AMC shall assist PHARR FD in providing such information, education and training.
- 5. **RECEIVING FACILITY.** To the extent PHARR FD has the authority to initiate or request an air ambulance transport whether as the receiving or sending facility, PHARR FD shall request AMC for such air ambulance transport services and shall inform the sending or receiving facility of such preferred provider relationship.
- 6. **ACCESS TO RECORDS AND FACILITY.** In accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PHARR FD agrees to provide AMC reasonable access to patient information for the purposes of providing service under this Agreement. Additionally, PHARR FD shall maintain and promptly (within twenty four (24) hours of patient transport) provide authorized AMC representatives access to medical records for each patient receiving services under this Agreement. Patient documentation shall include but not be limited to: medical records, medical necessity statement and other necessary documentation for patients whom AMC provides air ambulance transport service. PHARR FD medical records shall be in such form and containing such information as required by federal, state and local laws and regulations.
- 7. **LOCATIONS/COUNTIES COVERED BY THIS AGREEMENT.** This Agreement shall cover the following locations/counties served by PHARR FD:
- 8. **AIR AMBULANCE TRANSPORT SERVICE.**

Comment [ND1]: PHARR FD to provide

- a. **Helicopter.** AMC shall provide regional air ambulance transport services and all required support services with appropriately equipped and staffed helicopter(s) and shall make such services available to the PHARR FD on the terms set forth herein. The helicopter(s) shall at all times during the Term meet all applicable federal, state and county requirements, including, without limitation, all federal, state and county licensing, permit and equipment specifications.
 - b. **Medical Staff.** AMC medical staff shall consist of at least one registered flight nurse and one EMT-Paramedic. All medical staff personnel shall be trained in current basic and advanced cardiac life support methods and systems and in air medical transportation to the extent required by all applicable state and local regulations. AMC medical staff training will be commensurate with the Association of Air Medical Services Guidelines for Air Medical Crew Education (previously published by USDOT/NHTSA) and that of the Commission on Accreditation of Medical Transport Services (CAMTS).
 - c. **Pilots.** AMC staff helicopter pilots shall have a minimum of two thousand (2,000) hours of Pilot in Command (PIC) flight time with a minimum of one thousand five hundred (1,500) flight hours in category. AMC staff fixed-wing aircraft pilots shall have a minimum of two thousand five hundred (2,500) hours of Pilot in Command (PIC) flight time with a minimum of two thousand (2,000) flight hours in category. In addition, each pilot shall possess a Federal Aviation Administration (FAA) commercial instrument rating and demonstrate to AMC supervisory personnel a high degree of aptitude for the type of service required.
 - d. **Equipment.** AMC shall stock and equip each air ambulance with all advanced life support supplies and equipment customarily carried on air ambulances, which in most cases shall include a cardiac monitor, defibrillator and external pacer, transport ventilator, capnography, pulse oximeter, intravenous infusion pumps, advanced cardiac life support drugs and appropriate emergency and maintenance drugs.
 - e. **Quality Improvement & In-Service Training.** AMC shall conduct regular in-service training for its operational employees during the Term. The focus of in-service training is to consistently improve the clinical proficiency of AMC's operational employees, including Paramedics, RN's and AirCom employees. All in-service training shall be under the direction of AMC's medical director and appropriate regional management personnel. AMC shall assist PHARR FD with in-service training program(s) as they relate to helicopter operations. Additional educational programs pertaining to care of transported patients, quality assurance or other air-medical related topics may be requested by PHARR FD and provided by AMC staff on an "as needed" basis.
 - f. **Reimbursement for Services.** AMC will be solely responsible for billing and collection of, and shall be solely entitled to, fees associated with air ambulance transport services from patients, third party payors, and other sources of revenue for air ambulance services provided by AMC.
 1. In the event that PHARR FD requests non-emergent air ambulance transport services originating or terminating outside of the service area, AMC shall refer such request to AirCom, which will make every reasonable effort to obtain insurance pre-authorization or patient prepayment, but in no event will AMC be obligated to perform air ambulance transport services until such pre-authorization or prepayment, in a form acceptable to AMC, in its sole and absolute discretion, has been obtained.
 2. AMC shall provide air ambulance transport services, as available within the service area regardless of any patient's ability to pay or payor status.
9. **RELATIONSHIP OF THE PARTIES.** The relationship of the Parties as set forth in this Agreement is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the Parties. Neither AMC nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of PHARR FD. Likewise, neither PHARR FD nor its employees, agents or subcontractors,

if any, shall be deemed to be employees, agents or subcontractors of AMC. Each of the Parties shall be solely responsible for the method and manner in which it and its respective employees carry out the duties imposed on it by this Agreement, and neither Party shall exercise any control or direction over the methods by which the other Party and its respective employees perform their respective functions hereunder, except as may otherwise be provided in this Agreement.

10. **SERVICE DIRECTOR.** AMC shall provide or designate one person as a Service Director to oversee the operation of, and be a point of contact for PHARR FD, for all matters relating to AMC's responsibilities as stated in this Agreement.

11. **INSURANCE REQUIREMENTS.**

- a. **Aircraft Hull and Liability Insurance.** AMC will maintain aircraft liability insurance including contractual liability insuring the indemnification set forth in this Agreement, the helicopter, and passenger liability insurance, with no seat limitations; the foregoing to have a combined single limit of not less than \$50,000,000. AMC shall provide evidence of this insurance upon reasonable request by PHARR FD following the Effective Date.
- b. **Commercial General Liability Insurance**
 - 1. AMC shall maintain aviation commercial general liability insurance covering its obligations under this Agreement, including contractual liability insuring the indemnification set forth in this Agreement, the foregoing to have a combined single limit of not less than \$10,000,000. AMC shall provide evidence of this insurance upon reasonable request by PHARR FD following the Effective Date.
 - 2. PHARR FD shall maintain commercial general liability insurance covering its obligations under this Agreement, including contractual liability insuring the indemnification set forth in this Agreement, the foregoing to have a combined single limit of \$10,000,000. PHARR FD shall provide evidence of this insurance upon reasonable request by AMC following the Effective Date.
- c. **Professional Medical Liability Insurance.** AMC shall maintain professional medical liability insurance and assume responsibility for all medical care provided to patients transported under this Agreement. Professional medical liability coverage shall have a combined single limit of not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
- d. **Workers Compensation**
 - 1. AMC shall carry workers compensation and employers' liability insurance including all endorsements as may be necessary to insure fully AMC obligations required by law, with coverage to the statutory limit. This insurance shall be placed with a reputable insurance company. AMC shall provide evidence of this insurance upon reasonable request by PHARR FD following the Effective Date.
 - 2. PHARR FD shall carry workers compensation and employer's liability insurance including all endorsements as may be necessary to insure fully PHARR FD obligations required by law, with coverage to statutory limit. This insurance shall be placed with a reputable insurance company. PHARR FD shall provide evidence of this insurance upon reasonable request by AMC following the Effective Date.

12. **INDEMNIFICATION AND RESPONSIBILITY.**

- a. Except as set forth in Paragraph c. of this Section, AMC agrees to indemnify and hold harmless PHARR FD and its affiliates and its and their respective directors, managers, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses, based

upon or rising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of AMC.

- b. Except as set forth in Paragraphs a and c. of this Section, and to the extent allowed by law, PHARR FD agrees to indemnify and hold harmless AMC and its affiliates and its and their respective directors, managers, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses, based upon or rising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of PHARR FD.
 - c. Neither AMC nor PHARR FD shall indemnify the other Party for any claim resulting from the willful or negligent acts of the other Party, its agents, employees or subcontractors.
13. **LIMITATION OF LIABILITY.** In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract.
14. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** The Party indicated below hereby represents, warrants and covenants as follows:
- a. AMC will obtain, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorization of federal, state and local governmental authorities which may be required to execute, deliver and perform its obligations under this Agreement.
 - b. AMC is duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has the power and authority to execute, deliver and perform its obligations under this Agreement.
 - c. PHARR FD is duly organized validly existing, and in good standing under the laws of the State of Texas, and has the power and authority to execute, deliver and perform its obligations under this Agreement.
 - d. The execution, delivery and performance by AMC of this Agreement have been authorized by all necessary action on the part of AMC.
 - e. The execution, delivery and performance by PHARR FD of this Agreement have been authorized by all necessary action on the part of PHARR FD.
15. **FORCE MAJEURE.** Neither Party shall be liable to the other Party for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from causes beyond the non-performing Party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency, or loss of reimbursement (collectively, "Force Majeure") and occurs despite the non-performing Party's best efforts to avert such failure. If either Party is unable to perform as a result of Force Majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of Force Majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other Party.
16. **DEFAULT.** A material breach by either Party of any representation, warranty or covenant contained in this Agreement, or the failure of either Party to comply with any material terms or conditions set forth in this Agreement, shall constitute an event of default (a "Default").
17. **TERMINATION.** In the event of Default, this Agreement may be terminated by the non-defaulting Party and, except as otherwise set forth herein, shall be of no further force and effect thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"),

unless the defaulting Party cures the Default prior to the expiration of the Cure Period. Any provision of this Agreement that logically would be expected to survive termination of this Agreement will survive such termination including, without limitation, all representations and warranties, indemnification, confidentiality and choice of law provisions. This agreement may also be terminated without cause by City upon thirty (30) days' written notice.

18. **NO REFERRAL CONTINGENCY.** The Parties agree that the benefit to each Party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility, controlled, managed, or operated by any Party. Each of the Parties expressly acknowledges and agrees that it has been and continues to be its intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No Party shall make or receive any payment that would be prohibited under state or federal law.
19. **PATIENT INFORMATION.** AMC shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to HIPAA, all individually identifiable health information except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations. PHARR FD shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to HIPAA, all individually identifiable health information except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations.
20. **WAIVER.** The waiver by one Party of any breach or failure of the other Party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.
21. **SEVERABILITY.** Subject to Section 24, in the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.
22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Colorado~~Texas, without regards to conflict of laws principles thereof. The parties further agree that venue and jurisdiction shall lie exclusively in the courts in Hidalgo County, Texas.
23. **NOTICE.** Any notices, demand or communication required or permitted to be given hereunder shall be deemed effectively given when personally delivered, when actually received by facsimile or email transmission or by guaranteed overnight delivery service, or five (5) business days after being deposited in the United States mail, with postage prepaid thereon, sent certified or registered mail, return receipt requested, and in all such cases addressed as follows:

If to PHARR FD:

City of Pharr Fire Department
118 S. Cage Blvd., 3rd Floor
Pharr, TX 78577
Attn: Fire Chief Leonardo Perez

If to AMC:

Air Methods Corporation
5500 S. Quebec Street, Suite 300
Greenwood Village, CO 80111

Attn: Vice President, South Central Region, with a copy (which shall not constitute notice) to: Legal Department

24. **MODIFICATION TO COMPLY WITH LAWS.** In the event that any one or more of the terms of this Agreement is determined to be unlawful or invalid under, or is otherwise inconsistent with state or federal law, as the result of an enforcement action brought against any Party hereto, or an audit or examination of any Party hereto by the Office of Inspector General of the Department of Health & Human Services, the Internal Revenue Service, the United States Justice Department, or any other agency of the state or federal government having jurisdiction over the subject matter of the Agreement, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility. In the event that an enforcement action is brought or threatened against any Party hereto, or an audit or examination is commenced with respect to any Party hereto by any of the aforementioned agencies, and reformation of this Agreement shall facilitate the resolution of the enforcement action or threatened enforcement action, or shall facilitate the resolution of the audit or examination in favor of the Party being examined or audited, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the Agreement to eliminate or revise its term or its terms in a manner to favorably resolve the enforcement action, threatened enforcement action, audit or examination; “favorably resolve” means that it shall be resolved in such a manner that the agency of state or federal government which is bringing or threatening the enforcement action, audit, or examination does not conclude or find that a term of this Agreement is unlawful or invalid under state or federal law. In the event that a change or further interpretation of state or federal law that either of the Parties reasonably believes would render any one or more of the terms of this Agreement unlawful, invalid, or infeasible as provided herein, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility, and to comply with such change or interpretation. In the event that the Parties do not agree to reform this Agreement as provided herein, this Agreement shall terminate ten (10) days from the date of the negotiations contemplated herein. The terms of this Section shall survive the termination of this Agreement.
25. **ATTORNEYS’ FEES.** In the event that it becomes necessary for either Party to enforce any rights or obligations outlined herein, through litigation, arbitration, or other similar proceeding, the Party substantially prevailing in any such action shall be entitled, to the extent allowed by law, to recover all costs associated therewith from the non-prevailing Party, including without limitation all reasonable attorneys’ fees, expert witness fees and all other fees and costs, provided that such fees and costs have been awarded by a court of competent jurisdiction.
26. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the Parties with respect to the subject matter of this Agreement.
27. **AMENDMENT AND MODIFICATION.** This Agreement may not be amended, modified or supplemented except by an instrument in writing signed on behalf of each Party and otherwise as expressly set forth herein.
28. **NO PRESUMPTION AGAINST DRAFTING PARTY.** Each of PHARR FD and AMC acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.
29. **COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any executed counterpart to this Agreement may be delivered by facsimile, .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement to be effective as of the Effective Date.

AIR METHODS CORPORATION'S
SUBSIDIARY, ROCKY MOUNTAIN
HOLDINGS, LLC

By: _____

Its: _____

Date: _____

CITY OF PHARR FIRE DEPARTMENT

By: _____

Its: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Attorney consultation with Attorney Ricardo J. Navarro pursuant to Section 551.071(1), Texas Gov't Code, to receive a status report and legal briefing on all pending direct hire matters arising out of fire and police department civil service disciplinary matters.

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
Patricia Rigney
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/10/2018
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Attorney consultation with Attorney Ricardo J. Navarro pursuant to Section 551.071(2), Texas Gov't Code, to receive a status report and legal briefing regarding the City's rights, duties, privileges and obligations in connection with the collective bargaining labor agreement with the Pharr Police Officer's majority bargaining agent, and related legal matters.

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
Patricia Rigney
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/10/2018
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: August 7, 2018

MEETING DATE: August 13, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with counsel and action, if any, concerning status and representation concerning TML Claim No. 1300202438.

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
Patricia Rigney
City Management Office

Created/Initiated - 08/07/2018
Approved - 08/10/2018
New -