



**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, NOVEMBER 5, 2018**

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

1. CALL TO ORDER:

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

2. PROCLAMATIONS:

- A) Proclamation proclaiming Veteran's Day. (EVENTS CENTER)
- B) Proclamation proclaiming Municipal Court Week. (MUNICIPAL COURT)

3. PUBLIC COMMENTS/PUBLIC HEARINGS:

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

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

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

- A) Submission of Sales Tax Collection Report for October 2018.
- B) Submission of Property Tax Collection Report for September 2018.
- C) City Engineer's Report.
- D) City Events of Interest.

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

- A) Approval of minutes for October 15, 2018 Regular Called Meeting. (ADMINISTRATION)
- B) Consideration and action ratifying Resolution No. R-2018-58 entering into an agreement with the Texas Department of Transportation for closure of Dicker Road from Villas Del Valle Street to South Steve Lane for the Cristo Rey Lutheran Church Jamaica on Saturday, November 3, 2018 from 3:00 p.m. to 11:00 p.m. (PUBLIC WORKS)
- C) Consideration and action on Resolution entering into an agreement with the Texas Department of Transportation for closure of U.S. 281 (Cage Blvd.) from Polk Avenue to Ridge Road for the Annual Veteran's Day Parade on Saturday, November 10, 2018 from 8:00 a.m. to 12:00 midnight. (PUBLIC WORKS)
- D) Consideration and action on Resolution updating the authorized designated official for the State Homeland Security Grant (SHSP). (FIRE)
- E) Consideration and action on Resolution to amend the authorized official for 2018 Local Border Security Program Grant # 2991404. (POLICE)
- F) Consideration and action on Resolution to amend the authorized official for the Office of the Attorney General Victim Coordinator and Liaison Grant # 1986017. (POLICE)
- G) Consideration and action accepting the 2019 TXDOT STEP Impaired Driving Mobilization grant # 2019-PharrPD-IDM-00003. (POLICE)

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H) Consideration and action authorizing City Manager to advertise for bids for the concrete curb and pavement work for the Pharr Business Park Paving Improvements (S. Sugar Rd. & W. Zaragosa Dr.) (ENGINEERING)

I) Consideration and action authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2018-2019. (FINANCE)

J) Consideration and action on Texas Watermelon Association 2018 Convention Sponsorship for \$1,000. (BRIDGE)

K) Consideration and action on Mexico's Auto Industry Summit for \$5,500. (BRIDGE)

L) Consideration and action authorizing City Manager to approve Topgolf agreement for the Pharr International Bridge Produce Appreciation Mixer for \$3,103. (BRIDGE)

M) Consideration and action authorizing City Manager to award a Purchase Contract to Tenzo McAllen LLC (Buy Board Contract) for the Purchase and Installation of Shade Structures for the Pharr Aquatic Center. (Project #1819-01-522-P001-001) (PARKS)

N) Consideration and action authorizing City Manager to add the attached Public Works surplus items to the upcoming auction list. (PUBLIC WORKS)

O) Consideration and action ratifying various contracts with S&GE. (ENGINEERING)

P) Consideration and action ratifying the actions taken on Amendment No. 1 for the Development of Plan for Second Exit from Pharr International Bridge Port of Entry (POE) to Border Safety Inspection Facility (BSIF). (Project #1718-01-528-0033) (ENGINEERING)

Q) Consideration and action on request from PSJA ISD to waive rental fees of the Pharr Events Center for the Tri City Choir Concert on Monday, November 5, 2018 from 7:00 a.m. - 9:00 p.m. (EVENTS CENTER)

R) Consideration and action on Development Services Cases:

1. Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting 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 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Jackson Road, Suite 6. **CUP#170948**

AGENDA REGULAR MEETING

November 5, 2018

2. Crown Castle, representing Sprint, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C). The property is legally described as being a 0.15 acre tract of land, more or less, out of Lot 165, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 202 West Interstate 2. **TWR#180967**

3. Attic Development, LLC, representing Lynn Tract, LP, a Texas Limited Partnership, owners, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to General Business District (C). The property is legally described as being a 4.957 acre tract of land, more or less, out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Ridge Road. **COZ 180968**

PLATS:

1. R.E. Garcia & Associates, representing Will Schnakenburg, authorized agent for Notoopharr, LLC, is requesting final plat approval of the proposed Palmview South Subdivision. The property is legally described as being a 2.58 acre tract of land, being a portion of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1900 Block of West Dicker Road. **SUB#170922**

2. Perez Consulting Engineers, representing Carlos Canales Melhem, Owner, is requesting final plat approval of the proposed Trancasa Subdivision. The property is legally described as being a tract of land containing 7.21 acres being a part or portion of Lot 377, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of West HI-Line Road. **SUB#171130**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-55 relating to the number of authorized civil service positions within the Fire and Police Department. **(3rd & Final Reading)** (HR)

B) Consideration and action if any, on Ordinance creating an annual registration and inspection process for multi-family dwellings. **(3rd & Final Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-28 (Public Comments). **(2nd Reading)** (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-30 revising and updating the Accounting Policies and Procedures. **(1st Reading)** (FINANCE)

E) Consideration and action, if any, on Resolution appointing/re-appointing five (5) members to the Tierra Del Sol Golf Course Advisory Board. (PARKS)

F) Consideration and action, if any, on Resolution appointing/re-appointing seven (7) regular members and one (1) ex-officio member to the Library Board. (LIBRARY)

7. ADMINISTRATIVE:

A) Approval of Certified Appraisal Rolls as of July 25, 2018. (FINANCE)

B) Consideration and action, if any, on Change Order Number 1 and acceptance of the Jones Box Park Improvements Project as complete and authorization to release final payment and retainage in the amount of \$44,317.94 (Project #1617-01-528-0010) (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to execute a Letter of No Objection submitted by Texas Eastern Transmission, LP in reference to the S. Sugar Rd. Pavement Improvements. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to begin the planning and budgeting process for the design and construction of a North/South Roadway (North Canna St). connecting FM 495 to West Bound IH-2 Frontage Rd. (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to re-allocate additional funds from the Certificate of Obligation 2017 Series Funds toward the construction of the Downtown Park Projects. (ENGINEERING)

F) Consideration and action, if any, on Access Easement Agreement for Lots 1 and 2, Lone Star Bank Subdivision, Pharr, Hidalgo County, Texas (ADMINISTRATION)

G) Consultation with the Board of Commissioners and action, if any, authorizing City Manager to negotiate music lineup and headliner for HubPhest 2019 on Saturday, March 30, 2019. (EVENTS CENTER)

H) Consultation with the Board of Commissioners on the Hidalgo County Drainage District No. 1 Drainage policy shift and the effects on development and the City of Pharr thereof. (DEVELOPMENT SERVICES)

I) Consultation with the Board of Commissioners on the appointment and hiring of a Police Chief. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, ratifying the purchase two (2) police canines. (Project No. 1718-01-512-P060-006) (POLICE)

B) Consideration and action, if any, on the purchase and installation of two (2) play structures, from Exerplay Inc. utilizing the Buyboard Contract #512-16, for City/School Parks under construction.(Project #1819-01-522-P003-001) (PARKS)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal Cooperation Agreement between Lower Rio Grande Valley Development Council (LRGVDC) 9-1-1 and the City of Pharr for 9-1-1 addressing in the city and the E.T.J. (COMMUNICATIONS)

B) Consideration and action, if any, on agreement with Peace & Thornton to use property located on Sioux Road for overflow parking for Pharr Events Center. (EVENTS CENTER)

C) Consideration and action, if any, on contract extension with Hidalgo County EMS for 9-1-1 Emergency Medical Services. (FIRE)

D) Consideration and action, if any, on renewal of K9 Policing Agreement between Valley View independent School District and City of Pharr for K9 services. (POLICE)

E) Consideration and action, if any, on Subscription Agreement with Lexis Nexis for services. (LEGAL)

F) Consideration and action, if any, on vendor agreement with County of Hidalgo Community Service Agency and City of Pharr on Bravo Zulu Grant to assist veterans in need with their water bill. (FINANCE)

G) Consideration and action, if any, authorizing City Manager to enter into a one (1) year Service Agreement with Onsolve, LLC (Code Red) for mass notification services. (Project No. 1819-01-525-IPQ007-003) (EMERGENCY MANAGEMENT)

H) Consideration and action, if any, on proposal from Decibel Communications for sponsors for the 2018 Pharr Christmas Posada. (EVENTS CENTER)

I) Consideration and action, if any, on proposal from Circo Hermanos Vazquez for rental of ice skating rink for the Christmas Holidays. (EVENTS CENTER)

J) Consideration and action, awarding Lease Purchase Contract to US Bancorp Government Leasing and Finance, Inc. (Project #1718-01-511-S023-010) (FINANCE)

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K) Consideration and action, if any, awarding Supply Contract for the Purchase and Delivery of Concrete Mix. (Project #1718-01-528-IPQ044-126) (PUBLIC WORKS)

L) Consideration and action, if any, authorizing City Manager to award contract for City of Pharr Manhole Rehabilitation Project. (Project No. 1718-61-587-C011-116) (ENGINEERING)

M) Consideration and action, if any, authorizing City Manager to award a Service Contract for the Pick-up of Used Tires & Rubber Scrap Removal & Disposal/Recycling Services. (Project #1718-01-517-S015-139) (PUBLIC WORKS)

N) Consideration and action, if any, ratifying contract for Public Safety Communications Building to include re-allocating additional funds from the Certificate of Obligation 2017 Series. (COMMUNICATIONS)

O) Consideration and action, if any, on engagement of Estrada Hinojosa & Company Inc. for financial advisor services in connection with the issuance of \$16,440,000 Combination Tax & Revenue Certificates of Obligation, Series 2018. (FINANCE)

P) Consideration and action, if any, on Interlocal Agreement between the City of Pharr and the Pharr-San Juan-Alamo I.S.D. for the Agricultural Barn. (ADMINISTRATION)

Q) Consideration and action, if any, on Interlocal Agreement between the City of Pharr and Pharr-San Juan-Alamo I.S.D. for Natatorium. (ADMINISTRATION)

R) Consideration and action, if any, on Interlocal Cooperation Agreement Between the City of Pharr and Hidalgo County, Texas for Utility Relocations for the Linear Park. (ADMINISTRATION)

S) Consideration and action, if any, on Interlocal Cooperation Agreement between the City of Pharr and Hidalgo County, Texas for relocation of Gun Range for Linear Park. (ADMINISTRATION)

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,

AGENDA REGULAR MEETING

November 5, 2018

settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

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

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

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

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.

AGENDA REGULAR MEETING
November 5, 2018

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 2nd day of November 2018 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 2nd day of November 2018.



HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____

WHEREAS, it has long been our custom to celebrate November 11 - the anniversary of the ending of World War I - by paying tribute to the heroes of that tragic struggle and by rededicating ourselves to the cause of peace; and

WHEREAS, in the intervening years, the United States has been involved in other great military conflicts; which have added millions of Veterans, living and dead, to the honor rolls of this nation, and

WHEREAS, to protect the Nation they love, our Veterans stepped forward when America needed them most. In conflicts around the world, their sacrifice and resolve helped destroy the enemies of freedom and saved millions from oppression. In answering history's call with honor, decency and resolve, our Veterans have shown the power of liberty; and earned the respect and admiration of a grateful Nation; and

WHEREAS, all of America's Veterans have placed our Nation's security before their own lives, creating a debt that we can never fully repay. Our Veterans represent the best of America, and they deserve the best America can give them; and

WHEREAS, in order to expand the significance of honoring our Veterans, the United States Congress approved, on June 1, 1954, the changing of the name Armistice Day, to Veterans Day, a legal holiday to be celebrated with appropriate gratitude to the men and women who serve and have served in the United States Military; and

WHEREAS, I urge all citizens of Pharr to recognize the valor and sacrifice of our Veterans through prayer and ceremonies; that include a community Veterans Day Parade and live fireworks display on Saturday November 10, 2018 through downtown Pharr.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim November 11th, 2018 as:

“Veterans Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of November 2018.

CITY OF PHARR

Dr. Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

PROCLAMATION
IN RECOGNITION OF MUNICIPAL COURT WEEK

November 5-9, 2018

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas and the great City of Pharr;

WHEREAS, the City of Pharr is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, the City Council recognizes the Constitution and laws of the State of Texas, and supports the Municipal Court of the City of Pharr in complying with such legal requirements.

NOW, THEREFORE BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF PHARR THAT THE WEEK OF NOVEMBER 5-9, 2018 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO THE CITIZENS OF PHARR BY THE MUNICIPAL COURT OF THE CITY OF PHARR.

PASSED AND APPROVED ON THIS THE ____ DAY OF NOVEMBER 2018.

MAYOR

ATTEST:

CITY SECRETARY



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: October 19, 2018

MEETING DATE: November 5, 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 - 10/19/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: October 19, 2018

MEETING DATE: November 5, 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 - 10/19/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: October 16, 2018

MEETING DATE: November 5, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for October 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 October 2018 (1st month of City's Fiscal Year 2018-2019 but August's Sales Activity for FY 2017-2018) has shown an OVERALL POSITIVE trend in the amount of \$190,192 from this point last year, or an INCREASE of 13.89%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 13.89% compared to last October collections, the City ranked No. 1 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 11th month (Month of Actual Sales) of the fiscal year 2017/2018; to date we are UP 8.84% which equate to \$1,374,033 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 - 10/16/2018

Karla Moya

Approved - 10/22/2018

Edward Wylie

Final Approval - 10/30/2018



MEMORANDUM

DATE: October 10, 2018

TO: Juan Guerra, City Manager

FROM: Karla Moya, Finance Director

SUBJECT: October 2018 Pharr Sales Tax Activity
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TRUE SALES TAX GROWTH

The sales tax activity for the city of Pharr as of the month of October 2018 (1st month of City's Fiscal Year 2018-2019 but August's Sales Activity for FY 2017-2018) has shown an OVERALL POSITIVE trend in the amount of \$190,192 from this point last year, or an INCREASE of **13.89%**

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This is the 11th month (Month of Actual Sales) of the fiscal year 2017/2018; to date we are UP **8.84%** which equate to **\$1,374,033** 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

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

	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	FY 16/17	FY 17/18	FY 18/19	Difference FY 18/19 - FY 17/18
MONTH								
OCT.	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,281,269	\$ 1,317,281	\$ 1,374,342	\$ 1,565,305	\$ 190,962
NOV.	1,009,747	1,064,491	1,272,920	1,367,611	1,457,436	1,537,813		
DEC.	1,065,676	1,151,064	1,255,599	1,306,892	1,379,834	1,363,639		
JAN.	1,065,003	1,166,651	1,231,604	1,224,656	1,317,066	1,502,050		
FEB.	1,132,199	1,301,266	1,403,486	1,508,184	1,570,000	1,712,515		
MAR.	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217	1,405,923		
APR.	1,033,280	1,120,837	1,195,832	1,324,900	1,263,946	1,381,333		
MAY	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947	1,646,964		
JUN.	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312	1,573,321		
JUL.	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878	1,671,537		
AUG.	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105	1,556,841		
SEP.	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050	1,538,304		
TOTAL	<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>\$ 18,264,581</u>	<u>\$ 1,565,305</u>	<u>\$ 190,962</u>

AVERAGE PER MONTH

\$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,522,048 \$ 1,565,305

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 1,320,511 \$ 190,962

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 13.89%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 13,443,500 \$ 13,443,500 \$ 14,980,000 \$ 16,301,000 \$ 16,845,700 \$ 17,272,300 \$ 18,655,800
\$ (418,867) \$ 825,399 \$ 785,800 \$ 293,826 \$ 98,371 \$ 992,281
-3.22% 5.78% 4.98% 1.77% 0.58% 5.43%

* 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 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Difference FY 18/19 - FY 17/18
MONTH								
OCT.	\$ 821,818	\$ 821,549	\$ 881,349	\$ 960,952	\$ 987,960	\$ 1,030,757	\$ 1,173,979	\$ 143,222
NOV.	757,310	798,368	954,690	1,025,708	1,093,077	1,153,359		
DEC.	799,257	863,298	941,699	980,169	1,034,876	1,022,729		
JAN.	798,752	874,989	923,703	918,492	987,799	1,126,537		
FEB.	849,149	975,950	1,052,615	1,131,138	1,177,500	1,284,387		
MAR.	761,129	817,995	933,370	937,821	975,163	1,054,442		
APR.	774,960	840,628	896,874	993,675	947,959	1,036,000		
MAY	905,307	999,155	1,093,066	1,219,382	1,233,711	1,235,223		
JUN.	806,678	929,864	1,068,297	1,071,862	1,038,234	1,179,990		
JUL.	815,890	929,270	986,220	1,002,320	1,153,158	1,253,652		
AUG.	902,594	963,078	1,075,281	1,206,753	1,153,579	1,167,631		
SEP.	775,630	887,530	1,017,187	997,847	1,026,037	1,153,728		
TOTAL	<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>\$ 13,698,436</u>	<u>\$ 1,173,979</u>	<u>\$ 143,222</u>

AVERAGE PER MONTH

\$ 814,040 \$ 891,806 \$ 985,363 \$ 1,037,177 \$ 1,059,004 \$ 1,141,536 \$ 1,173,979

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 149,195 \$ 933,199 \$ 1,122,676 \$ 621,769 \$ 261,934 \$ 990,383 \$ 143,222

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 13.89%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 10,082,625 \$ 10,082,625 \$ 11,235,000 \$ 12,225,750 \$ 12,634,725 \$ 12,954,225 \$ 13,991,850
\$ (314,150) \$ 619,049 \$ 589,350 \$ 220,369 \$ 73,328 \$ 744,211
-3.22% 5.78% 4.98% 1.77% 0.58% 5.43%

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 Cumm 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	\$ 769,151.98	\$ 684,024.76	\$ 85,127.22	12.45%	\$ 591,535.49
August	\$ 782,652.41	\$ 687,171.17	\$ 95,481.24	13.89%	\$ 687,016.73
September	\$ -	\$ 768,906.32			
Totals	\$ 8,458,865.19	\$ 8,540,754.78	\$ 687,016.73	8.84%	

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 Cumm 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	\$ 384,575.99	\$ 342,012.38	\$ 42,563.61	12.45%	\$ 295,767.75
August	\$ 391,326.21	\$ 343,585.59	\$ 47,740.62	13.89%	\$ 343,508.37
September	\$ -	\$ 384,453.16			
Totals	\$ 4,229,432.60	\$ 4,270,377.39	\$ 343,508.37	8.84%	

PEDC (.5%)

	<u>FY 17/18</u>	<u>FY 16/17</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 17/18 Cumm 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	\$ 384,575.99	\$ 342,012.38	\$ 42,563.61	12.45%	\$ 295,767.75
August	\$ 391,326.21	\$ 343,585.59	\$ 47,740.62	13.89%	\$ 343,508.37
September	\$ -	\$ 384,453.16			
Totals	\$ 4,229,432.60	\$ 4,270,377.39	\$ 295,767.75	8.84%	

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	\$ 1,538,303.95	\$ 1,368,049.52	\$ 170,254.43	\$ 1,439,358.33	\$ (71,308.81)
August	\$ 1,565,304.82	\$ 1,374,342.34	\$ 190,962.48	\$ 1,439,358.33	\$ (65,015.99)
September	\$ -	\$ 1,537,812.63		\$ 1,439,358.33	
Totals	\$ 16,917,730.38	\$ 17,081,509.55	\$ 1,374,033.46	\$ 17,272,300.00	\$ 704,836.49
			8.84%		\$ 528,627.37

Total
City Portion

SALES TAX STATE COLLECTION RGV COMPARISON -OCTOBER 2018

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2018 Payments To Date	2017 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Pharr	\$ 1,565,305	\$ 1,374,342	13.89%	\$ 15,554,092	\$ 14,163,863	9.82%
2	Weslaco	\$ 1,007,565	\$ 892,390	12.91%	\$ 10,519,808	\$ 9,994,569	5.26%
3	McAllen	\$ 5,224,989	\$ 4,634,772	12.73%	\$ 52,694,875	\$ 49,155,707	7.20%
4	San Juan	\$ 318,373	\$ 287,071	10.90%	\$ 3,099,754	\$ 2,949,235	5.10%
5	Mission	\$ 1,244,334	\$ 1,123,793	10.73%	\$ 12,792,947	\$ 12,273,693	4.23%
6	Edinburg	\$ 1,820,970	\$ 1,657,590	9.86%	\$ 18,632,576	\$ 17,346,287	7.42%
7	Alamo	\$ 278,156	\$ 275,707	0.89%	\$ 3,023,753	\$ 2,865,599	5.52%
8	Harlingen	\$ 1,937,509	\$ 1,959,288	-1.11%	\$ 21,100,760	\$ 19,869,485	6.20%
9	Mercedes	\$ 512,079	\$ 519,030	-1.34%	\$ 5,235,984	\$ 5,329,987	-1.76%
10	Brownsville	\$ 3,105,680	\$ 3,152,035	-1.47%	\$ 32,170,784	\$ 30,556,275	5.28%

Rank Based on Calendar Year 2018 To Date Activity							
1	Pharr	\$ 1,565,305	\$ 1,374,342	13.89%	\$ 15,554,092	\$ 14,163,863	9.82%
2	Edinburg	\$ 1,820,970	\$ 1,657,590	9.86%	\$ 18,632,576	\$ 17,346,287	7.42%
3	McAllen	\$ 5,224,989	\$ 4,634,772	12.73%	\$ 52,694,875	\$ 49,155,707	7.20%
4	Harlingen	\$ 1,937,509	\$ 1,959,288	-1.11%	\$ 21,100,760	\$ 19,869,485	6.20%
5	Alamo	\$ 278,156	\$ 275,707	0.89%	\$ 3,023,753	\$ 2,865,599	5.52%
6	Brownsville	\$ 3,105,680	\$ 3,152,035	-1.47%	\$ 32,170,784	\$ 30,556,275	5.28%
7	Weslaco	\$ 1,007,565	\$ 892,390	12.91%	\$ 10,519,808	\$ 9,994,569	5.26%
8	San Juan	\$ 318,373	\$ 287,071	10.90%	\$ 3,099,754	\$ 2,949,235	5.10%
9	Mission	\$ 1,244,334	\$ 1,123,793	10.73%	\$ 12,792,947	\$ 12,273,693	4.23%
10	Mercedes	\$ 512,079	\$ 519,030	-1.34%	\$ 5,235,984	\$ 5,329,987	-1.76%

STATE TOTALS	\$ 474,681,329	\$ 430,450,475	9.32%	\$ 4,899,809,159	\$ 4,527,902,377	7.59%
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Property Tax Collection Report for September 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Current

Current Property Tax Collections to date for September 2018 is \$17,832,429 which is a 96.16% collected from the original levy. It represents a 0.22% increase compared to last year.

Delinquent

Delinquent Property Tax Collections to date for September is \$639,743 which is 25.99% from the original levy. It represents a -0.08% decrease compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Karla Moya

City Management Office

Created/Initiated - 10/30/2018

Approved - 10/30/2018

Final Approval - 11/01/2018

V.L.

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

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2017/2018	COLLECTED 2016/2017
2017 TAX ROLL	18,625,154.58	17,832,429.16	-	(79,858.47)	712,866.95	96.16%	95.94%
2016 & PRIOR YRS	2,497,225.46	639,743.49	(20,172.34)	(15,988.50)	1,821,321.13	25.99%	26.07%
ROLLBACK	80,403.97	59,680.77	-	(6,735.65)	13,987.55	81.01%	20.19%
TOTALS	21,202,784.01	18,531,853.42	(20,172.34)	(102,582.62)	2,548,175.63		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	50,464.49	(1,223.90) CURRENT
CURRENT YEAR-P&I	9,712.86	
PRIOR YEARS-BASE TAX	35,697.84	(449.58) PRIOR
PRIOR YEARS-P&I	21,175.54	
ROLLBACK		ROLLBACK
ROLLBACK P&I	14,331.84	
ATTORNEY FEES		PURGED
TOTAL COLLECTIONS	131,382.57	(1,673.48)
LESS TRANSFERRED	75,832.17	
LESS IN TRANSIT	49,758.15	
LESS DUE TO HCAD COMM. FEE	4.25	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

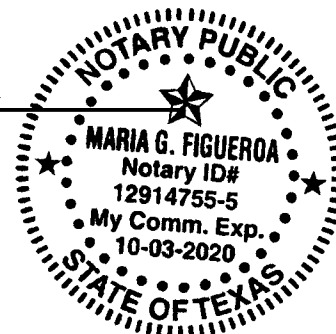
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF SEPTEMBER 2018 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF OCTOBER 2018 A.D.

Maria G. Figueroa
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF SEPTEMBER 2018**

<u>AD VALOREM - CITY OF PHARR</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>DIFFERENCE</u>
<u>2017 CURRENT</u>			
ORIGINAL LEVY	18,625,154.58	17,456,073.76	1,169,080.82
MODIFICATIONS	(79,858.47)	(94,459.43)	14,600.96
CURRENT LEVY	18,545,296.11	17,361,614.33	1,183,681.78
CURRENT COLLECTIONS THIS MONTH	50,464.49	53,024.50	(2,560.01)
CURRENT COLLECTIONS TO DATE	17,832,429.16	16,656,667.80	1,175,761.36
OUTSTANDING TO DATE	712,866.95	704,946.53	7,920.42
PERCENT COLLECTED/ORIGINAL	95.74%	95.42%	0.32%
PERCENT COLLECTED/MODIFIED	96.16%	95.94%	0.22%
TOTAL COLLECTIONS FISCAL YEAR	17,832,429.16	16,656,667.80	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,497,225.46	2,471,614.90	25,610.56
MODIFICATIONS	(36,160.84)	(47,386.33)	11,225.49
DELINQUENT LEVY	2,461,064.62	2,424,228.57	36,836.05
DELINQUENT COLLECTIONS THIS MONTH	35,697.84	24,725.77	10,972.07
DELINQUENT COLLECTIONS TO DATE	639,743.49	631,949.64	7,793.85
OUTSTANDING TO DATE	1,821,321.13	1,792,278.93	29,042.20
PERCENT COLLECTED/ORIGINAL	25.62%	25.57%	0.05%
PERCENT COLLECTED/MODIFIED	25.99%	26.07%	-0.08%
TOTAL COLLECTIONS FISCAL YEAR	639,743.49	631,949.64	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	80,403.97	3,918.75	76,485.22
MODIFICATIONS	(6,735.65)	96,823.01	(103,558.66)
ROLLBACK LEVY	73,668.32	100,741.76	(27,073.44)
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	59,680.77	20,337.79	39,342.98
OUTSTANDING TO DATE	13,987.55	80,403.97	(66,416.42)
PERCENT COLLECTED/ORIGINAL	74.23%	518.99%	-444.76%
PERCENT COLLECTED/MODIFIED	81.01%	20.19%	60.82%
TOTAL COLLECTIONS FISCAL YEAR	59,680.77	20,337.79	

TAX COLLECTIONS AS OF SEPTEMBER 2018

[illegible]

ITL	50.464.49	9.712.86	0.00	35.697.84	21.175.54	0.00	14.331.84	0.00	131.382.57	125.590.32	5,792.25
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OVERALL TOTAL
LESS REFUNDS
LESS HCAD COMM FEES
LESS COMM/COST
BALANCE
LESS TRANSFERRED
LESS TRANSF IN TRANSIT
BALANCE PENDING

131,382.57	
0.00	
4.25	
5,788.00	
<u>125,590.32</u>	
75,832.17	
<u>49,758.15</u>	
0.00	

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 09/01/2018 THRU 09/30/2018
JURISDICTION: 0033 CITY OF PHARR

TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL
LOCATION: LOCATION NAME NOT FOUND

EXCLUDES AG ROLLBACK

PAGE: 38

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	44,096.27	.00	8,487.25	2,810.20-	49,773.32	8,580.09	.00	.00	61,163.61
	I & S	.081900	6,368.22	.00	1,225.61	405.84-	7,187.99	.00	.00	.00	7,593.83
	TOTAL	.649000	50,464.49	.00	9,712.86	3,216.04-	56,961.31	8,580.09	.00	.00	68,757.44
2016	M & O	.582100	12,236.22	.00	3,752.49	.00	15,988.71	2,514.30	.00	.00	18,503.01
	I & S	.071900	1,511.47	.00	463.51	.00	1,974.98	.00	.00	.00	1,974.98
	TOTAL	.654000	13,747.69	.00	4,216.00	.00	17,963.69	2,514.30	.00	.00	20,477.99
2015	M & O	.582100	3,724.27	.00	1,457.37	71.05-	5,110.59	729.03	.00	.00	5,910.67
	I & S	.071900	459.97	.00	180.01	8.77-	631.21	.00	.00	.00	639.98
	TOTAL	.654000	4,184.24	.00	1,637.38	79.82-	5,741.80	729.03	.00	.00	6,550.65
2014	M & O	.608100	3,981.74	.00	1,870.15	.00	5,851.89	696.07	.00	.00	6,547.96
	I & S	.071900	470.76	.00	221.17	.00	691.93	.00	.00	.00	691.93
	TOTAL	.680000	4,452.50	.00	2,091.32	.00	6,543.82	696.07	.00	.00	7,239.89
2013	M & O	.605000	1,773.25	.00	935.88	.00	2,709.13	197.97	.00	.00	2,907.10
	I & S	.075000	219.81	.00	116.04	.00	335.85	.00	.00	.00	335.85
	TOTAL	.680000	1,993.06	.00	1,051.92	.00	3,044.98	197.97	.00	.00	3,242.95
2012	M & O	.602600	1,498.09	.00	915.38	.00	2,413.47	113.50	.00	.00	2,526.97
	I & S	.077400	192.41	.00	117.58	.00	309.99	.00	.00	.00	309.99
	TOTAL	.680000	1,690.50	.00	1,032.96	.00	2,723.46	113.50	.00	.00	2,836.96
2011	M & O	.602100	1,223.40	.00	907.44	.00	2,130.84	251.75	.00	.00	2,382.59
	I & S	.077900	158.30	.00	117.41	.00	275.71	.00	.00	.00	275.71
	TOTAL	.680000	1,381.70	.00	1,024.85	.00	2,406.55	251.75	.00	.00	2,658.30
2010	M & O	.601800	1,263.81	.00	1,117.10	.00	2,380.91	305.24	.00	.00	2,686.15
	I & S	.078200	164.22	.00	145.17	.00	309.39	.00	.00	.00	309.39
	TOTAL	.680000	1,428.03	.00	1,262.27	.00	2,690.30	305.24	.00	.00	2,995.54
2009	M & O	.601800	1,114.02	.00	1,054.28	.00	2,168.30	246.90	.00	.00	2,415.20
	I & S	.078200	144.75	.00	137.00	.00	281.75	.00	.00	.00	281.75
	TOTAL	.680000	1,258.77	.00	1,191.28	.00	2,450.05	246.90	.00	.00	2,696.95
2008	M & O	.602940	1,155.70	.00	1,209.43	.00	2,365.13	117.67	.00	.00	2,482.80
	I & S	.078910	151.25	.00	158.29	.00	309.54	.00	.00	.00	309.54
	TOTAL	.681850	1,306.95	.00	1,367.72	.00	2,674.67	117.67	.00	.00	2,792.34
2007	M & O	.596130	823.11	.00	924.38	.00	1,747.49	190.37	.00	.00	1,937.86
	I & S	.086990	120.11	.00	134.89	.00	255.00	.00	.00	.00	255.00
	TOTAL	.683120	943.22	.00	1,059.27	.00	2,002.49	190.37	.00	.00	2,192.86
2006	M & O	.593130	872.67	.00	1,074.93	.00	1,947.60	218.28	.00	.00	2,165.88
	I & S	.089990	132.40	.00	163.09	.00	295.49	.00	.00	.00	295.49
	TOTAL	.683120	1,005.07	.00	1,238.02	.00	2,243.09	218.28	.00	.00	2,461.37

EXCLUDES AG ROLLBACK

DEPOSIT DISTRIBUTION

FROM: 09/01/2018 THRU 09/30/2018

JURISDICTION: 0033 CITY OF PHARR

RECEIPT DATE: ALL
LOCATION: LOCATION NAME NOT FOUND

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	503.92	.00	774.41	.00	1,278.33	32.41	.00	.00	1,310.74
	I & S	.089990	76.45	.00	117.50	.00	193.95	.00	.00	.00	193.95
	TOTAL	.683120	580.37	.00	891.91	.00	1,472.28	32.41	.00	.00	1,504.69
2004	M & O	.601650	504.19	.00	832.90	.00	1,337.09	30.42	.00	.00	1,367.51
	I & S	.081470	68.27	.00	112.78	.00	181.05	.00	.00	.00	181.05
	TOTAL	.683120	572.46	.00	945.68	.00	1,518.14	30.42	.00	.00	1,548.56
2003	M & O	.596220	449.60	.00	773.38	.00	1,222.98	3.62	.00	.00	1,226.60
	I & S	.086900	65.53	.00	112.72	.00	178.25	.00	.00	.00	178.25
	TOTAL	.683120	515.13	.00	886.10	.00	1,401.23	3.62	.00	.00	1,404.85
2002	M & O	.590210	375.02	.00	712.59	.00	1,087.61	27.26	.00	.00	1,114.87
	I & S	.099790	63.40	.00	120.48	.00	183.88	.00	.00	.00	183.88
	TOTAL	.690000	438.42	.00	833.07	.00	1,271.49	27.26	.00	.00	1,298.75
2001	M & O	.564720	62.80	.00	133.12	.00	195.92	34.46	.00	.00	230.38
	I & S	.097590	10.85	.00	23.01	.00	33.86	.00	.00	.00	33.86
	TOTAL	.662310	73.65	.00	156.13	.00	229.78	34.46	.00	.00	264.24
2000	M & O	.533960	51.83	.00	116.11	.00	167.94	30.31	.00	.00	198.25
	I & S	.108350	10.52	.00	23.56	.00	34.08	.00	.00	.00	34.08
	TOTAL	.642310	62.35	.00	139.67	.00	202.02	30.31	.00	.00	232.33
1997	M & O	.524810	31.65	.00	74.73	.00	106.38	6.78	.00	.00	113.16
	I & S	.075190	4.54	.00	10.71	.00	15.25	.00	.00	.00	15.25
	TOTAL	.600000	36.19	.00	85.44	.00	121.63	6.78	.00	.00	128.41
1996	M & O	.516090	11.51	.00	26.46	.00	37.97	.00	.00	.00	37.97
	I & S	.083910	1.87	.00	4.30	.00	6.17	.00	.00	.00	6.17
	TOTAL	.600000	13.38	.00	30.76	.00	44.14	.00	.00	.00	44.14
1995	M & O	.510030	12.04	.00	28.72	.00	40.76	5.41	.00	.00	46.17
	I & S	.089970	2.12	.00	5.07	.00	7.19	.00	.00	.00	7.19
	TOTAL	.600000	14.16	.00	33.79	.00	47.95	5.41	.00	.00	53.36
ALL	M & O		75,765.11	.00	27,178.50	2,881.25-	100,062.36	14,331.84	.00	.00	117,275.45
ALL	I & S		10,397.22	.00	3,709.90	414.61-	13,692.51	.00	.00	.00	14,107.12
ALL	TOTAL		86,162.33	.00	30,888.40	3,295.86-	113,754.87	14,331.84	.00	.00	131,382.57
DLQ	M & O		31,668.84	.00	18,691.25	71.05-	50,289.04	5,751.75	.00	.00	56,111.84
DLQ	I & S		4,029.00	.00	2,484.29	8.77-	6,504.52	.00	.00	.00	6,513.29
DLQ	TOTAL		35,697.84	.00	21,175.54	79.82-	56,793.56	5,751.75	.00	.00	62,625.13

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TAX COLLECTION SYSTEM
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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR	M & O		44,096.27	.00	8,487.25	2,810.20-	49,773.32	8,580.09	.00	.00	61,163.61
CURR	I & S		6,368.22	.00	1,225.61	405.84-	7,187.99	.00	.00	.00	7,593.83
CURR	TOTAL		50,464.49	.00	9,712.86	3,216.04-	56,961.31	8,580.09	.00	.00	68,757.44

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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	44,096.27	.00	8,487.25	2,810.20	49,773.32	8,580.09	.00	61,163.61
	I & S	.081900	6,368.22	.00	1,225.61	405.84	7,187.99	.00	.00	7,593.83
	TOTAL	.649000	50,464.49	.00	9,712.86	3,216.04	56,961.31	8,580.09	.00	68,757.44
2016	M & O	.582100	12,236.22	.00	3,752.49	.00	15,988.71	2,514.30	.00	18,503.01
	I & S	.071900	1,511.47	.00	463.51	.00	1,974.98	.00	.00	1,974.98
	TOTAL	.654000	13,747.69	.00	4,216.00	.00	17,963.69	2,514.30	.00	20,477.99
2015	M & O	.582100	3,724.27	.00	1,457.37	71.05	5,110.59	729.03	.00	5,910.67
	I & S	.071900	459.97	.00	180.01	8.77	631.21	.00	.00	639.98
	TOTAL	.654000	4,184.24	.00	1,637.38	79.82	5,741.80	729.03	.00	6,550.65
2014	M & O	.608100	3,981.74	.00	1,870.15	.00	5,851.89	696.07	.00	6,547.96
	I & S	.071900	470.76	.00	221.17	.00	691.93	.00	.00	691.93
	TOTAL	.680000	4,452.50	.00	2,091.32	.00	6,543.82	696.07	.00	7,239.89
2013	M & O	.605000	1,773.25	.00	935.88	.00	2,709.13	197.97	.00	2,907.10
	I & S	.075000	219.81	.00	116.04	.00	335.85	.00	.00	335.85
	TOTAL	.680000	1,993.06	.00	1,051.92	.00	3,044.98	197.97	.00	3,242.95
2012	M & O	.602600	1,498.09	.00	915.38	.00	2,413.47	113.50	.00	2,526.97
	I & S	.077400	192.41	.00	117.58	.00	309.99	.00	.00	309.99
	TOTAL	.680000	1,690.50	.00	1,032.96	.00	2,723.46	113.50	.00	2,836.96
2011	M & O	.602100	1,223.40	.00	907.44	.00	2,130.84	251.75	.00	2,382.59
	I & S	.077900	158.30	.00	117.41	.00	275.71	.00	.00	275.71
	TOTAL	.680000	1,381.70	.00	1,024.85	.00	2,406.55	251.75	.00	2,658.30
2010	M & O	.601800	1,263.81	.00	1,117.10	.00	2,380.91	305.24	.00	2,686.15
	I & S	.078200	164.22	.00	145.17	.00	309.39	.00	.00	309.39
	TOTAL	.680000	1,428.03	.00	1,262.27	.00	2,690.30	305.24	.00	2,995.54
2009	M & O	.601800	1,114.02	.00	1,054.28	.00	2,168.30	246.90	.00	2,415.20
	I & S	.078200	144.75	.00	137.00	.00	281.75	.00	.00	281.75
	TOTAL	.680000	1,258.77	.00	1,191.28	.00	2,450.05	246.90	.00	2,696.95
2008	M & O	.602940	1,155.70	.00	1,209.43	.00	2,365.13	117.67	.00	2,482.80
	I & S	.078910	151.25	.00	158.29	.00	309.54	.00	.00	309.54
	TOTAL	.681850	1,306.95	.00	1,367.72	.00	2,674.67	117.67	.00	2,792.34
2007	M & O	.596130	823.11	.00	924.38	.00	1,747.49	190.37	.00	1,937.86
	I & S	.086990	120.11	.00	134.89	.00	255.00	.00	.00	255.00
	TOTAL	.683120	943.22	.00	1,059.27	.00	2,002.49	190.37	.00	2,192.86
2006	M & O	.593130	872.67	.00	1,074.93	.00	1,947.60	218.28	.00	2,165.88
	I & S	.089990	132.40	.00	163.09	.00	295.49	.00	.00	295.49
	TOTAL	.683120	1,005.07	.00	1,238.02	.00	2,243.09	218.28	.00	2,461.37

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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	503.92	.00	774.41	.00	1,278.33	32.41	.00	1,310.74
	I & S	.089990	76.45	.00	117.50	.00	193.95	.00	.00	193.95
	TOTAL	.683120	580.37	.00	891.91	.00	1,472.28	32.41	.00	1,504.69
2004	M & O	.601650	504.19	.00	832.90	.00	1,337.09	30.42	.00	1,367.51
	I & S	.081470	68.27	.00	112.78	.00	181.05	.00	.00	181.05
	TOTAL	.683120	572.46	.00	945.68	.00	1,518.14	30.42	.00	1,548.56
2003	M & O	.596220	449.60	.00	773.38	.00	1,222.98	3.62	.00	1,226.60
	I & S	.086900	65.53	.00	112.72	.00	178.25	.00	.00	178.25
	TOTAL	.683120	515.13	.00	886.10	.00	1,401.23	3.62	.00	1,404.85
2002	M & O	.590210	375.02	.00	712.59	.00	1,087.61	27.26	.00	1,114.87
	I & S	.099790	63.40	.00	120.48	.00	183.88	.00	.00	183.88
	TOTAL	.690000	438.42	.00	833.07	.00	1,271.49	27.26	.00	1,298.75
2001	M & O	.564720	62.80	.00	133.12	.00	195.92	34.46	.00	230.38
	I & S	.097590	10.85	.00	23.01	.00	33.86	.00	.00	33.86
	TOTAL	.662310	73.65	.00	156.13	.00	229.78	34.46	.00	264.24
2000	M & O	.533960	51.83	.00	116.11	.00	167.94	30.31	.00	198.25
	I & S	.108350	10.52	.00	23.56	.00	34.08	.00	.00	34.08
	TOTAL	.642310	62.35	.00	139.67	.00	202.02	30.31	.00	232.33
1997	M & O	.524810	31.65	.00	74.73	.00	106.38	6.78	.00	113.16
	I & S	.075190	4.54	.00	10.71	.00	15.25	.00	.00	15.25
	TOTAL	.600000	36.19	.00	85.44	.00	121.63	6.78	.00	128.41
1996	M & O	.516090	11.51	.00	26.46	.00	37.97	.00	.00	37.97
	I & S	.083910	1.87	.00	4.30	.00	6.17	.00	.00	6.17
	TOTAL	.600000	13.38	.00	30.76	.00	44.14	.00	.00	44.14
1995	M & O	.510030	12.04	.00	28.72	.00	40.76	5.41	.00	46.17
	I & S	.089970	2.12	.00	5.07	.00	7.19	.00	.00	7.19
	TOTAL	.600000	14.16	.00	33.79	.00	47.95	5.41	.00	53.36
ALL	M & O		75,765.11	.00	27,178.50	2,881.25-	100,062.36	14,331.84	.00	117,275.45
ALL	I & S		10,397.22	.00	3,709.90	414.61-	13,692.51	.00	.00	14,107.12
ALL	TOTAL		86,162.33	.00	30,888.40	3,295.86-	113,754.87	14,331.84	.00	131,382.57
DLQ	M & O		31,668.84	.00	18,691.25	71.05-	50,289.04	5,751.75	.00	56,111.84
DLQ	I & S		4,029.00	.00	2,484.29	8.77-	6,504.52	.00	.00	6,513.29
DLQ	TOTAL		35,697.84	.00	21,175.54	79.82-	56,793.56	5,751.75	.00	62,625.13

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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR	M & O		44,096.27	.00	8,487.25	2,810.20-	49,773.32	8,580.09	.00	61,163.61
CURR	I & S		6,368.22	.00	1,225.61	405.84-	7,187.99	.00	.00	7,593.83
CURR	TOTAL		50,464.49	.00	9,712.86	3,216.04-	56,961.31	8,580.09	.00	68,757.44

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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,896,170,470	11,571,155-	2,884,599,315	00.649000	18,545,296.11	26,298

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	1,223.90-	79,858.47-	50,464.49	17,832,429.16	712,866.95	96.16	557.59-
2016	704,946.53	449.58-	8,375.97-	13,747.69	341,154.28	355,416.28	48.98	1,528.22-
2015	400,586.01	.00	1,076.35-	4,184.24	127,814.06	271,695.60	31.99	1,473.89-
2014	233,502.22	.00	652.32-	4,452.50	56,650.71	176,199.19	24.33	1,364.63-
2013	160,958.84	.00	15,856.28-	1,993.06	30,909.32	114,193.24	21.30	791.76-
2012	126,197.63	.00	1,278.02-	1,690.50	19,144.34	105,775.27	15.33	672.12-
2011	109,321.59	.00	1,397.76-	1,381.70	12,048.34	95,875.49	11.16	531.15-
2010	103,973.62	.00	1,086.82-	1,428.03	10,683.67	92,203.13	10.38	441.08-
2009	97,474.72	.00	1,048.34-	1,258.77	9,153.69	87,272.69	9.49	373.56-
2008	76,590.69	.00	243.23-	1,306.95	6,132.43	70,215.03	8.03	243.23-
2007	65,963.46	.00	236.59-	943.22	2,990.70	62,736.17	4.55	236.59-
2006	62,876.16	.00	220.56-	1,005.07	3,896.83	58,758.77	6.22	220.56-
2005	56,535.90	.00	219.55-	580.37	4,185.03	52,131.32	7.43	219.55-
2004	54,901.24	.00	242.33-	572.46	2,980.39	51,678.52	5.45	236.59-
2003	44,173.45	.00	222.32-	515.13	2,115.01	41,836.12	4.81	222.32-
2002	37,558.06	.00	275.32-	438.42	1,732.37	35,550.37	4.65	271.52-
2001	28,128.38	.00	259.69-	73.65	1,280.72	26,587.97	4.60	253.07-
2000	24,755.10	.00	332.53-	62.35	1,354.27	23,068.30	5.55	329.13-
1999	19,416.10	.00	454.04-	0.00	554.88	18,407.18	2.93	329.13-
1998	14,953.39	.00	445.34-	0.00	501.46	14,006.59	3.46	322.82-
1997	14,389.00	.00	1,559.45-	36.19	504.89	12,324.66	3.94	293.11-
1996	60,023.37	.00	678.03-	27.54	3,956.10	55,389.24	6.67	678.03-
***	21,122,380.04	1,673.48-	116,019.31-	86,162.33	18,472,172.65	2,534,188.08		11,589.65-

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JURISDICTION: 0033 CITY OF PHARR

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
0	0	0	00.649000	6,936.38	2

CURRENT YEAR

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	0.00	.00	6,936.38	0.00	6,936.38	0.00		0.00
2016	13,761.07	.00	141.97	0.00	10,825.26	3,077.78	77.86	0.00
2015	14,380.34	.00	326.66	0.00	11,228.05	3,478.95	76.34	0.00
2014	15,905.87	.00	105.76	0.00	12,400.14	3,611.49	77.44	0.00
2013	17,678.68	.00	202.01	0.00	13,657.34	3,819.33	78.15	0.00
2012	18,678.01	.00	14,044.41	0.00	4,633.60	0.00		0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	6,735.65	0.00	59,680.77	13,987.55		0.00

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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,896,170,470	11,571,155-	2,884,599,315	00.649000	18,552,232.49	26,300

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	1,223.90-	72,922.09-	50,464.49	17,839,365.54	712,866.95	96.16	557.59-
2016	718,707.60	449.58-	8,234.00-	13,747.69	351,979.54	358,494.06	49.54	1,528.22-
2015	414,966.35	.00	749.69-	4,184.24	139,042.11	275,174.55	33.57	1,473.89-
2014	249,408.09	.00	546.56-	4,452.50	69,050.85	179,810.68	27.75	1,364.63-
2013	178,637.52	.00	16,058.29-	1,993.06	44,566.66	118,012.57	27.41	791.76-
2012	144,875.64	.00	15,322.43-	1,690.50	23,777.94	105,775.27	18.35	672.12-
2011	109,321.59	.00	1,397.76-	1,381.70	12,048.34	95,875.49	11.16	531.15-
2010	103,973.62	.00	1,086.82-	1,428.03	10,683.67	92,203.13	10.38	441.08-
2009	97,474.72	.00	1,048.34-	1,258.77	9,153.69	87,272.69	9.49	373.56-
2008	76,590.69	.00	243.23-	1,306.95	6,132.43	70,215.03	8.03	243.23-
2007	65,963.46	.00	236.59-	943.22	2,990.70	62,736.17	4.55	236.59-
2006	62,876.16	.00	220.56-	1,005.07	3,896.83	58,758.77	6.22	220.56-
2005	56,535.90	.00	219.55-	580.37	4,185.03	52,131.32	7.43	219.55-
2004	54,901.24	.00	242.33-	572.46	2,980.39	51,678.52	5.45	236.59-
2003	44,173.45	.00	222.32-	515.13	2,115.01	41,836.12	4.81	222.32-
2002	37,558.06	.00	275.32-	438.42	1,732.37	35,550.37	4.65	271.52-
2001	28,128.38	.00	259.69-	73.65	1,280.72	26,587.97	4.60	253.07-
2000	24,755.10	.00	332.53-	62.35	1,354.27	23,068.30	5.55	329.13-
1999	19,416.10	.00	454.04-	0.00	554.88	18,407.18	2.93	329.13-
1998	14,953.39	.00	445.34-	0.00	501.46	14,006.59	3.46	322.82-
1997	14,389.00	.00	1,559.45-	36.19	504.89	12,324.66	3.94	293.11-
1996	60,023.37	.00	678.03-	27.54	3,956.10	55,389.24	6.67	678.03-
***	21,202,784.01	1,673.48-	122,754.96-	86,162.33	18,531,853.42	2,548,175.63		11,589.65-

JURISDICTION: 0033 CITY OF PHARR

CERT TAXABLE VALUE		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS		
CURRENT YEAR	2,896,170,470	11,571,155-	2,884,599,315	0.649000	18,545,296.11	26,298		

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

2017	18,625,154.58	1,223.90-	79,858.47-	50,464.49	17,832,429.16	712,866.95	96.16	557.59-
ADJUSTMENT REFUNDS		934.39-	35,869.08-					
2016	704,946.53	449.58-	8,375.97-	13,747.69	341,154.28	355,416.28	48.98	1,528.22-
ADJUSTMENT REFUNDS		275.63-	4,927.13-					
2015	400,586.01	.00	1,076.35-	4,184.24	127,814.06	271,695.60	31.99	1,473.89-
ADJUSTMENT REFUNDS		.00	570.33-					
2014	233,502.22	.00	652.32-	4,452.50	56,650.71	176,199.19	24.33	1,364.63-
ADJUSTMENT REFUNDS		.00	104.20-					
2013	160,958.84	.00	15,856.28-	1,993.06	30,909.32	114,193.24	21.30	791.76-
ADJUSTMENT REFUNDS		.00	136.65-					
2012	126,197.63	.00	1,278.02-	1,690.50	19,144.34	105,775.27	15.33	672.12-
2011	109,321.59	.00	1,397.76-	1,381.70	12,048.34	95,875.49	11.16	531.15-
2010	103,973.62	.00	1,086.82-	1,428.03	10,683.67	92,203.13	10.38	441.08-
2009	97,474.72	.00	1,048.34-	1,258.77	9,153.69	87,272.69	9.49	373.56-
2008	76,590.69	.00	243.23-	1,306.95	6,132.43	70,215.03	8.03	243.23-
2007	65,963.46	.00	236.59-	943.22	2,990.70	62,736.17	4.55	236.59-
2006	62,876.16	.00	220.56-	1,005.07	3,896.83	58,758.77	6.22	220.56-
2005	56,535.90	.00	219.55-	580.37	4,185.03	52,131.32	7.43	219.55-
2004	54,901.24	.00	242.33-	572.46	2,980.39	51,678.52	5.45	236.59-
2003	44,173.45	.00	222.32-	515.13	2,115.01	41,836.12	4.81	222.32-
2002	37,558.06	.00	275.32-	438.42	1,732.37	35,550.37	4.65	271.52-
2001	28,128.38	.00	259.69-	73.65	1,280.72	26,587.97	4.60	253.07-
2000	24,755.10	.00	332.53-	62.35	1,354.27	23,068.30	5.55	329.13-
1999	19,416.10	.00	454.04-	0.00	554.88	18,407.18	2.93	329.13-
1998	14,953.39	.00	445.34-	0.00	501.46	14,006.59	3.46	322.82-
1997	14,389.00	.00	1,559.45-	36.19	504.89	12,324.66	3.94	293.11-
1996	60,023.37	.00	678.03-	27.54	3,956.10	55,389.24	6.67	678.03-
***	21,122,380.04	1,673.48-	116,019.31-	86,162.33	18,472,172.65	2,534,188.08		11,589.65-
ADJUSTMENT REFUNDS		1,210.02-	41,607.39-					

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.649000	6,936.38	2
2017	0.00	6,936.38	0.00	6,936.38	0.00	0.00
ADJUSTMENT REFUNDS	934.39-	35,869.08-	0.00	10,825.26	3,077.78	0.00
2016	13,761.07	141.97	0.00	11,228.05	3,478.95	0.00
ADJUSTMENT REFUNDS	275.63-	4,927.13-	0.00	12,400.14	3,611.49	0.00
2015	14,380.34	326.66	0.00	13,657.34	3,819.33	0.00
ADJUSTMENT REFUNDS	.00	570.33-	0.00	4,633.60	0.00	0.00
2014	15,905.87	105.76	0.00	0.00	0.00	0.00
ADJUSTMENT REFUNDS	.00	104.20-	0.00	59,680.77	13,987.55	0.00
2013	17,678.68	202.01-	0.00			
ADJUSTMENT REFUNDS	.00	136.65-	0.00			
2012	18,678.01	14,044.41-	0.00			
2011	0.00	0.00	0.00			
****	80,403.97	6,735.65-	0.00			
ADJUSTMENT REFUNDS	1,210.02-	41,607.39-				

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2018 TO 09/30/2018

JURISDICTION: 0033 CITY OF PHARR

CERT TAXABLE VALUE		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS		
CURRENT YEAR	2,896,170,470	11,571,155-	2,884,599,315	0.649000	18,552,232.49	26,300		

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

2017	18,625,154.58	1,223.90-	72,922.09-	50,464.49	17,839,365.54	712,866.95	96.16	557.59-
ADJUSTMENT REFUNDS		934.39-	35,869.08-					
2016	718,707.60	449.58-	8,234.00-	13,747.69	351,979.54	358,494.06	49.54	1,528.22-
ADJUSTMENT REFUNDS		275.63-	4,927.13-					
2015	414,966.35	.00	749.69-	4,184.24	139,042.11	275,174.55	33.57	1,473.89-
ADJUSTMENT REFUNDS		.00	570.33-					
2014	249,408.09	.00	546.56-	4,452.50	69,050.85	179,810.68	27.75	1,364.63-
ADJUSTMENT REFUNDS		.00	104.20-					
2013	178,637.52	.00	16,058.29-	1,993.06	44,566.66	118,012.57	27.41	791.76-
ADJUSTMENT REFUNDS		.00	136.65-					
2012	144,875.64	.00	15,322.43-	1,690.50	23,777.94	105,775.27	18.35	672.12-
2011	109,321.59	.00	1,397.76-	1,381.70	12,048.34	95,875.49	11.16	531.15-
2010	103,973.62	.00	1,086.82-	1,428.03	10,683.67	92,203.13	10.38	441.08-
2009	97,474.72	.00	1,048.34-	1,258.77	9,153.69	87,272.69	9.49	373.56-
2008	76,590.69	.00	243.23-	1,306.95	6,132.43	70,215.03	8.03	243.23-
2007	65,963.46	.00	236.59-	943.22	2,990.70	62,736.17	4.55	236.59-
2006	62,876.16	.00	220.56-	1,005.07	3,896.83	58,758.77	6.22	220.56-
2005	56,535.90	.00	219.55-	580.37	4,185.03	52,131.32	7.43	219.55-
2004	54,901.24	.00	242.33-	572.46	2,980.39	51,678.52	5.45	236.59-
2003	44,173.45	.00	222.32-	515.13	2,115.01	41,836.12	4.81	222.32-
2002	37,558.06	.00	275.32-	438.42	1,732.37	35,550.37	4.65	271.52-
2001	28,128.38	.00	259.69-	73.65	1,280.72	26,587.97	4.60	253.07-
2000	24,755.10	.00	332.53-	62.35	1,354.27	23,068.30	5.55	329.13-
1999	19,416.10	.00	454.04-	0.00	554.88	18,407.18	2.93	329.13-
1998	14,953.39	.00	445.34-	0.00	501.46	14,006.59	3.46	322.82-
1997	14,389.00	.00	1,559.45-	36.19	504.89	12,324.66	3.94	293.11-
1996	60,023.37	.00	678.03-	27.54	3,956.10	55,389.24	6.67	678.03-
****	21,202,784.01	1,673.48-	122,754.96-	86,162.33	18,531,853.42	2,548,175.63		11,589.65-

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
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JURISDICTION: 0033 CITY OF PHARR

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EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	15,582,081.27	.00	198,051.37	382,753.16-	15,397,379.48	52,164.77	.00	.00	15,832,297.41
	I & S	.081900	2,250,347.89	.00	28,602.75	55,276.86-	2,223,673.78	.00	.00	.00	2,278,950.64
	TOTAL	.649000	17,832,429.16	.00	226,654.12	438,030.02-	17,621,053.26	52,164.77	.00	.00	18,111,248.05
2016	M & O	.582100	303,648.12	.00	74,560.04	3,646.18-	374,561.98	60,053.05	.00	.00	438,261.21
	I & S	.071900	37,506.16	.00	9,209.66	450.38-	46,265.44	.00	.00	.00	46,715.82
	TOTAL	.654000	341,154.28	.00	83,769.70	4,096.56-	420,827.42	60,053.05	.00	.00	484,977.03
2015	M & O	.582100	113,762.24	.00	40,321.72	861.16-	153,222.80	23,903.90	.00	.00	177,987.86
	I & S	.071900	14,051.82	.00	4,980.48	106.36-	18,925.94	.00	.00	.00	19,032.30
	TOTAL	.654000	127,814.06	.00	45,302.20	967.52-	172,148.74	23,903.90	.00	.00	197,020.16
2014	M & O	.608100	50,660.61	.00	23,844.34	.00	74,504.95	10,900.05	.00	.00	85,405.00
	I & S	.071900	5,990.10	.00	2,819.46	.00	8,809.56	.00	.00	.00	8,809.56
	TOTAL	.680000	56,650.71	.00	26,663.80	.00	83,314.51	10,900.05	.00	.00	94,214.56
2013	M & O	.605000	27,500.16	.00	15,312.14	.00	42,812.30	5,809.63	.00	.00	48,621.93
	I & S	.075000	3,409.16	.00	1,898.24	.00	5,307.40	.00	.00	.00	5,307.40
	TOTAL	.680000	30,909.32	.00	17,210.38	.00	48,119.70	5,809.63	.00	.00	53,929.33
2012	M & O	.602600	16,965.24	.00	11,217.09	.00	28,182.33	3,575.98	.00	.00	31,758.31
	I & S	.077400	2,179.10	.00	1,440.75	.00	3,619.85	.00	.00	.00	3,619.85
	TOTAL	.680000	19,144.34	.00	12,657.84	.00	31,802.18	3,575.98	.00	.00	35,378.16
2011	M & O	.602100	10,668.11	.00	8,036.25	.00	18,704.36	2,510.78	.00	.00	21,215.14
	I & S	.077900	1,380.23	.00	1,039.79	.00	2,420.02	.00	.00	.00	2,420.02
	TOTAL	.680000	12,048.34	.00	9,076.04	.00	21,124.38	2,510.78	.00	.00	23,635.16
2010	M & O	.601800	9,455.03	.00	7,881.91	.00	17,336.94	2,058.14	.00	.00	19,395.08
	I & S	.078200	1,228.64	.00	1,024.23	.00	2,252.87	.00	.00	.00	2,252.87
	TOTAL	.680000	10,683.67	.00	8,906.14	.00	19,589.81	2,058.14	.00	.00	21,647.95
2009	M & O	.601800	8,101.01	.00	7,270.08	.00	15,371.09	1,656.80	.00	.00	17,027.89
	I & S	.078200	1,052.68	.00	944.69	.00	1,997.37	.00	.00	.00	1,997.37
	TOTAL	.680000	9,153.69	.00	8,214.77	.00	17,368.46	1,656.80	.00	.00	19,025.26
2008	M & O	.602940	5,422.73	.00	5,762.57	.00	11,185.30	987.90	.00	.00	12,173.20
	I & S	.078910	709.70	.00	754.19	.00	1,463.89	.00	.00	.00	1,463.89
	TOTAL	.681850	6,132.43	.00	6,516.76	.00	12,649.19	987.90	.00	.00	13,637.09
2007	M & O	.596130	2,609.87	.00	3,241.28	.00	5,851.15	848.74	.00	.00	6,699.89
	I & S	.086990	380.83	.00	472.94	.00	853.77	.00	.00	.00	853.77
	TOTAL	.683120	2,990.70	.00	3,714.22	.00	6,704.92	848.74	.00	.00	7,553.66
2006	M & O	.593130	3,383.47	.00	4,447.38	.00	7,830.85	1,075.12	.00	.00	8,905.97
	I & S	.089990	513.36	.00	674.75	.00	1,188.11	.00	.00	.00	1,188.11
	TOTAL	.683120	3,896.83	.00	5,122.13	.00	9,018.96	1,075.12	.00	.00	10,094.08

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EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	3,633.73	.00	5,157.51	.00	8,791.24	1,061.10	.00	.00	9,852.34
	I & S	.089990	551.30	.00	782.50	.00	1,333.80	.00	.00	.00	1,333.80
	TOTAL	.683120	4,185.03	.00	5,940.01	.00	10,125.04	1,061.10	.00	.00	11,186.14
2004	M & O	.601650	2,624.93	.00	4,145.59	.00	6,770.52	824.54	.00	.00	7,595.06
	I & S	.081470	355.46	.00	561.38	.00	916.84	.00	.00	.00	916.84
	TOTAL	.683120	2,980.39	.00	4,706.97	.00	7,687.36	824.54	.00	.00	8,511.90
2003	M & O	.596220	1,845.97	.00	3,059.44	.00	4,905.41	475.18	.00	.00	5,380.59
	I & S	.086900	269.04	.00	445.90	.00	714.94	.00	.00	.00	714.94
	TOTAL	.683120	2,115.01	.00	3,505.34	.00	5,620.35	475.18	.00	.00	6,095.53
2002	M & O	.590210	1,481.84	.00	2,686.54	.00	4,168.38	396.00	.00	.00	4,564.38
	I & S	.099790	250.53	.00	454.23	.00	704.76	.00	.00	.00	704.76
	TOTAL	.690000	1,732.37	.00	3,140.77	.00	4,873.14	396.00	.00	.00	5,269.14
2001	M & O	.564720	1,092.02	.00	2,033.66	.00	3,125.68	370.41	.00	.00	3,496.09
	I & S	.097590	188.70	.00	351.44	.00	540.14	.00	.00	.00	540.14
	TOTAL	.662310	1,280.72	.00	2,385.10	.00	3,665.82	370.41	.00	.00	4,036.23
2000	M & O	.533960	1,125.80	.00	2,290.63	.00	3,416.43	345.00	.00	.00	3,761.43
	I & S	.108350	228.47	.00	464.80	.00	693.27	.00	.00	.00	693.27
	TOTAL	.642310	1,354.27	.00	2,755.43	.00	4,109.70	345.00	.00	.00	4,454.70
1999	M & O	.529360	457.29	.00	957.54	.00	1,414.83	103.39	.00	.00	1,518.22
	I & S	.112950	97.59	.00	204.32	.00	301.91	.00	.00	.00	301.91
	TOTAL	.642310	554.88	.00	1,161.86	.00	1,716.74	103.39	.00	.00	1,820.13
1998	M & O	.505610	402.45	.00	932.66	.00	1,335.11	133.62	.00	.00	1,468.73
	I & S	.124390	99.01	.00	229.44	.00	328.45	.00	.00	.00	328.45
	TOTAL	.630000	501.46	.00	1,162.10	.00	1,663.56	133.62	.00	.00	1,797.18
1997	M & O	.524810	441.62	.00	1,074.72	.00	1,516.34	144.95	.00	.00	1,661.29
	I & S	.075190	63.27	.00	153.97	.00	217.24	.00	.00	.00	217.24
	TOTAL	.600000	504.89	.00	1,228.69	.00	1,733.58	144.95	.00	.00	1,878.53
1996	M & O	.516090	528.36	.00	1,346.05	.00	1,874.41	137.67	.00	.00	2,012.08
	I & S	.083910	85.92	.00	218.84	.00	304.76	.00	.00	.00	304.76
	TOTAL	.600000	614.28	.00	1,564.89	.00	2,179.17	137.67	.00	.00	2,316.84
1995	M & O	.510030	535.49	.00	1,460.63	.00	1,996.12	173.40	.00	.00	2,169.52
	I & S	.089970	94.46	.00	257.64	.00	352.10	.00	.00	.00	352.10
	TOTAL	.600000	629.95	.00	1,718.27	.00	2,348.22	173.40	.00	.00	2,521.62
1994	M & O	.471740	418.36	.00	1,202.94	.00	1,621.30	166.45	.00	.00	1,787.75
	I & S	.098260	87.15	.00	250.57	.00	337.72	.00	.00	.00	337.72
	TOTAL	.570000	505.51	.00	1,453.51	.00	1,959.02	166.45	.00	.00	2,125.47

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	260.74	.00	789.95	.00	1,050.69	148.54	.00	.00	1,199.23
	I & S	.104560	58.57	.00	177.46	.00	236.03	.00	.00	.00	236.03
	TOTAL	.570000	319.31	.00	967.41	.00	1,286.72	148.54	.00	.00	1,435.26
1992	M & O	.447640	200.35	.00	630.21	.00	830.56	56.19	.00	.00	886.75
	I & S	.112360	50.30	.00	158.19	.00	208.49	.00	.00	.00	208.49
	TOTAL	.560000	250.65	.00	788.40	.00	1,039.05	56.19	.00	.00	1,095.24
1991	M & O	.464340	198.85	.00	656.22	.00	855.07	57.80	.00	.00	912.87
	I & S	.095660	40.97	.00	135.18	.00	176.15	.00	.00	.00	176.15
	TOTAL	.560000	239.82	.00	791.40	.00	1,031.22	57.80	.00	.00	1,089.02
1990	M & O	.473940	202.98	.00	694.19	.00	897.17	60.47	.00	.00	957.64
	I & S	.096060	41.14	.00	140.70	.00	181.84	.00	.00	.00	181.84
	TOTAL	.570000	244.12	.00	834.89	.00	1,079.01	60.47	.00	.00	1,139.48
1989	M & O	.556640	238.39	.00	843.90	.00	1,082.29	73.01	.00	.00	1,155.30
	I & S	.113360	48.55	.00	171.86	.00	220.41	.00	.00	.00	220.41
	TOTAL	.670000	286.94	.00	1,015.76	.00	1,302.70	73.01	.00	.00	1,375.71
1988	M & O	.575520	154.39	.00	565.05	.00	719.44	.00	.00	.00	719.44
	I & S	.094480	25.34	.00	92.76	.00	118.10	.00	.00	.00	118.10
	TOTAL	.670000	179.73	.00	657.81	.00	837.54	.00	.00	.00	837.54
1987	M & O	.558280	149.76	.00	566.10	.00	715.86	.00	.00	.00	715.86
	I & S	.111720	29.97	.00	113.28	.00	143.25	.00	.00	.00	143.25
	TOTAL	.670000	179.73	.00	679.38	.00	859.11	.00	.00	.00	859.11
1986	M & O	.540080	144.88	.00	565.03	.00	709.91	.00	.00	.00	709.91
	I & S	.129920	34.85	.00	135.92	.00	170.77	.00	.00	.00	170.77
	TOTAL	.670000	179.73	.00	700.95	.00	880.68	.00	.00	.00	880.68
1985	M & O	.519090	148.62	.00	597.45	.00	746.07	.00	.00	.00	746.07
	I & S	.130910	37.48	.00	150.67	.00	188.15	.00	.00	.00	188.15
	TOTAL	.650000	186.10	.00	748.12	.00	934.22	.00	.00	.00	934.22
1984	M & O	.510400	98.05	.00	405.91	.00	503.96	.00	.00	.00	503.96
	I & S	.219600	42.18	.00	174.64	.00	216.82	.00	.00	.00	216.82
	TOTAL	.730000	140.23	.00	580.55	.00	720.78	.00	.00	.00	720.78
ALL	M & O		16,150,642.73	.00	432,608.09	387,260.50	16,195,990.32	170,272.58	.00	.00	16,753,523.40
ALL	I & S		2,321,529.92	.00	59,687.62	55,833.60	2,325,383.94	.00	.00	.00	2,381,217.54
ALL	TOTAL		18,472,172.65	.00	492,295.71	443,094.10	18,521,374.26	170,272.58	.00	.00	19,134,740.94

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		568,561.46	.00	234,556.72	4,507.34-	798,610.84	118,107.81	.00	.00	921,225.99
DLQ	I & S		71,182.03	.00	31,084.87	556.74-	101,710.16	.00	.00	.00	102,266.90
DLQ	TOTAL		639,743.49	.00	265,641.59	5,064.08-	900,321.00	118,107.81	.00	.00	1,023,492.89
CURR	M & O		15,582,081.27	.00	198,051.37	382,753.16-	15,397,379.48	52,164.77	.00	.00	15,832,297.41
CURR	I & S		2,250,347.89	.00	28,602.75	55,276.86-	2,223,673.78	.00	.00	.00	2,278,950.64
CURR	TOTAL		17,832,429.16	.00	226,654.12	438,030.02-	17,621,053.26	52,164.77	.00	.00	18,111,248.05

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AG ROLLBACK ONLY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	6,061.05	.00	.00	.00	6,061.05	.00	.00	.00	6,061.05
	I & S	.081900	875.33	.00	.00	.00	875.33	.00	.00	.00	875.33
	TOTAL	.649000	6,936.38	.00	.00	.00	6,936.38	.00	.00	.00	6,936.38
2016	M & O	.582100	9,635.16	.00	.00	.00	9,635.16	.00	.00	.00	9,635.16
	I & S	.071900	1,190.10	.00	.00	.00	1,190.10	.00	.00	.00	1,190.10
	TOTAL	.654000	10,825.26	.00	.00	.00	10,825.26	.00	.00	.00	10,825.26
2015	M & O	.582100	9,993.66	.00	.00	.00	9,993.66	.00	.00	.00	9,993.66
	I & S	.071900	1,234.39	.00	.00	.00	1,234.39	.00	.00	.00	1,234.39
	TOTAL	.654000	11,228.05	.00	.00	.00	11,228.05	.00	.00	.00	11,228.05
2014	M & O	.608100	11,089.02	.00	.00	.00	11,089.02	.00	.00	.00	11,089.02
	I & S	.071900	1,311.12	.00	.00	.00	1,311.12	.00	.00	.00	1,311.12
	TOTAL	.680000	12,400.14	.00	.00	.00	12,400.14	.00	.00	.00	12,400.14
2013	M & O	.605000	12,151.01	.00	.00	.00	12,151.01	.00	.00	.00	12,151.01
	I & S	.075000	1,506.33	.00	.00	.00	1,506.33	.00	.00	.00	1,506.33
	TOTAL	.680000	13,657.34	.00	.00	.00	13,657.34	.00	.00	.00	13,657.34
2012	M & O	.602600	4,106.19	.00	.00	.00	4,106.19	.00	.00	.00	4,106.19
	I & S	.077400	527.41	.00	.00	.00	527.41	.00	.00	.00	527.41
	TOTAL	.680000	4,633.60	.00	.00	.00	4,633.60	.00	.00	.00	4,633.60
ALL	M & O		53,036.09	.00	.00	.00	53,036.09	.00	.00	.00	53,036.09
	I & S		6,644.68	.00	.00	.00	6,644.68	.00	.00	.00	6,644.68
	TOTAL		59,680.77	.00	.00	.00	59,680.77	.00	.00	.00	59,680.77
DLQ	M & O		46,975.04	.00	.00	.00	46,975.04	.00	.00	.00	46,975.04
	I & S		5,769.35	.00	.00	.00	5,769.35	.00	.00	.00	5,769.35
	TOTAL		52,744.39	.00	.00	.00	52,744.39	.00	.00	.00	52,744.39
CURR	M & O		6,061.05	.00	.00	.00	6,061.05	.00	.00	.00	6,061.05
	I & S		875.33	.00	.00	.00	875.33	.00	.00	.00	875.33
	TOTAL		6,936.38	.00	.00	.00	6,936.38	.00	.00	.00	6,936.38

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	15,588,142.32	.00	198,051.37	382,753.16	15,403,440.53	52,164.77	.00	15,838,358.46
	I & S	.081900	2,251,223.22	.00	28,602.75	55,276.86	2,224,549.11	.00	.00	2,279,825.97
	TOTAL	.649000	17,839,365.54	.00	226,654.12	438,030.02	17,627,989.64	52,164.77	.00	18,118,184.43
2016	M & O	.582100	313,283.28	.00	74,560.04	3,646.18	384,197.14	60,053.05	.00	447,896.37
	I & S	.071900	38,696.26	.00	9,209.66	450.38	47,455.54	.00	.00	47,905.92
	TOTAL	.654000	351,979.54	.00	83,769.70	4,096.56	431,652.68	60,053.05	.00	495,802.29
2015	M & O	.582100	123,755.90	.00	40,321.72	861.16	163,216.46	23,903.90	.00	187,981.52
	I & S	.071900	15,286.21	.00	4,980.48	106.36	20,160.33	.00	.00	20,266.69
	TOTAL	.654000	139,042.11	.00	45,302.20	967.52	183,376.79	23,903.90	.00	208,248.21
2014	M & O	.608100	61,749.63	.00	23,844.34	.00	85,593.97	10,900.05	.00	96,494.02
	I & S	.071900	7,301.22	.00	2,819.46	.00	10,120.68	.00	.00	10,120.68
	TOTAL	.680000	69,050.85	.00	26,663.80	.00	95,714.65	10,900.05	.00	106,614.70
2013	M & O	.605000	39,651.17	.00	15,312.14	.00	54,963.31	5,809.63	.00	60,772.94
	I & S	.075000	4,915.49	.00	1,898.24	.00	6,813.73	.00	.00	6,813.73
	TOTAL	.680000	44,566.66	.00	17,210.38	.00	61,777.04	5,809.63	.00	67,586.67
2012	M & O	.602500	21,071.43	.00	11,217.09	.00	32,288.52	3,575.98	.00	35,864.50
	I & S	.077400	2,706.51	.00	1,440.75	.00	4,147.26	.00	.00	4,147.26
	TOTAL	.680000	23,777.94	.00	12,657.84	.00	36,435.78	3,575.98	.00	40,011.76
2011	M & O	.602100	10,668.11	.00	8,036.25	.00	18,704.36	2,510.78	.00	21,215.14
	I & S	.077900	1,380.23	.00	1,039.79	.00	2,420.02	.00	.00	2,420.02
	TOTAL	.680000	12,048.34	.00	9,076.04	.00	21,124.38	2,510.78	.00	23,635.16
2010	M & O	.601800	9,455.03	.00	7,881.91	.00	17,336.94	2,058.14	.00	19,395.08
	I & S	.078200	1,228.64	.00	1,024.23	.00	2,252.87	.00	.00	2,252.87
	TOTAL	.680000	10,683.67	.00	8,906.14	.00	19,589.81	2,058.14	.00	21,647.95
2009	M & O	.601800	8,101.01	.00	7,270.08	.00	15,371.09	1,656.80	.00	17,027.89
	I & S	.078200	1,052.68	.00	944.69	.00	1,997.37	.00	.00	1,997.37
	TOTAL	.680000	9,153.69	.00	8,214.77	.00	17,368.46	1,656.80	.00	19,025.26
2008	M & O	.602940	5,422.73	.00	5,762.57	.00	11,185.30	987.90	.00	12,173.20
	I & S	.078910	709.70	.00	754.19	.00	1,463.89	.00	.00	1,463.89
	TOTAL	.681850	6,132.43	.00	6,516.76	.00	12,649.19	987.90	.00	13,637.09
2007	M & O	.596130	2,609.87	.00	3,241.28	.00	5,851.15	848.74	.00	6,699.89
	I & S	.086990	380.83	.00	472.94	.00	853.77	.00	.00	853.77
	TOTAL	.683120	2,990.70	.00	3,714.22	.00	6,704.92	848.74	.00	7,553.66
2006	M & O	.593130	3,383.47	.00	4,447.38	.00	7,830.85	1,075.12	.00	8,905.97
	I & S	.089990	513.36	.00	674.75	.00	1,188.11	.00	.00	1,188.11
	TOTAL	.683120	3,896.83	.00	5,122.13	.00	9,018.96	1,075.12	.00	10,094.08

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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	3,633.73	.00	5,157.51	.00	8,791.24	1,061.10	.00	9,852.34
	I & S	.089990	551.30	.00	782.50	.00	1,333.80	.00	.00	1,333.80
	TOTAL	.683120	4,185.03	.00	5,940.01	.00	10,125.04	1,061.10	.00	11,186.14
2004	M & O	.601650	2,624.93	.00	4,145.59	.00	6,770.52	824.54	.00	7,595.06
	I & S	.081470	355.46	.00	561.38	.00	916.84	.00	.00	916.84
	TOTAL	.683120	2,980.39	.00	4,706.97	.00	7,687.36	824.54	.00	8,511.90
2003	M & O	.596220	1,845.97	.00	3,059.44	.00	4,905.41	475.18	.00	5,380.59
	I & S	.086900	269.04	.00	445.90	.00	714.94	.00	.00	714.94
	TOTAL	.683120	2,115.01	.00	3,505.34	.00	5,620.35	475.18	.00	6,095.53
2002	M & O	.590210	1,481.84	.00	2,686.54	.00	4,168.38	396.00	.00	4,564.38
	I & S	.099790	250.53	.00	454.23	.00	704.76	.00	.00	704.76
	TOTAL	.690000	1,732.37	.00	3,140.77	.00	4,873.14	396.00	.00	5,269.14
2001	M & O	.564720	1,092.02	.00	2,033.66	.00	3,125.68	370.41	.00	3,496.09
	I & S	.097590	188.70	.00	351.44	.00	540.14	.00	.00	540.14
	TOTAL	.662310	1,280.72	.00	2,385.10	.00	3,665.82	370.41	.00	4,036.23
2000	M & O	.533960	1,125.80	.00	2,290.63	.00	3,416.43	345.00	.00	3,761.43
	I & S	.108350	228.47	.00	464.80	.00	693.27	.00	.00	693.27
	TOTAL	.642310	1,354.27	.00	2,755.43	.00	4,109.70	345.00	.00	4,454.70
1999	M & O	.529360	457.29	.00	957.54	.00	1,414.83	103.39	.00	1,518.22
	I & S	.112950	97.59	.00	204.32	.00	301.91	.00	.00	301.91
	TOTAL	.642310	554.88	.00	1,161.86	.00	1,716.74	103.39	.00	1,820.13
1998	M & O	.505610	402.45	.00	932.66	.00	1,335.11	133.62	.00	1,468.73
	I & S	.124390	99.01	.00	229.44	.00	328.45	.00	.00	328.45
	TOTAL	.630000	501.46	.00	1,162.10	.00	1,663.56	133.62	.00	1,797.18
1997	M & O	.524810	441.62	.00	1,074.72	.00	1,516.34	144.95	.00	1,661.29
	I & S	.075190	63.27	.00	153.97	.00	217.24	.00	.00	217.24
	TOTAL	.600000	504.89	.00	1,228.69	.00	1,733.58	144.95	.00	1,878.53
1996	M & O	.516090	528.36	.00	1,346.05	.00	1,874.41	137.67	.00	2,012.08
	I & S	.083910	85.92	.00	218.84	.00	304.76	.00	.00	304.76
	TOTAL	.600000	614.28	.00	1,564.89	.00	2,179.17	137.67	.00	2,316.84
1995	M & O	.510030	535.49	.00	1,460.63	.00	1,996.12	173.40	.00	2,169.52
	I & S	.089970	94.46	.00	257.64	.00	352.10	.00	.00	352.10
	TOTAL	.600000	629.95	.00	1,718.27	.00	2,348.22	173.40	.00	2,521.62
1994	M & O	.471740	418.36	.00	1,202.94	.00	1,621.30	166.45	.00	1,787.75
	I & S	.098260	87.15	.00	250.57	.00	337.72	.00	.00	337.72
	TOTAL	.570000	505.51	.00	1,453.51	.00	1,959.02	166.45	.00	2,125.47

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	260.74	.00	789.95	.00	1,050.69	148.54	.00	.00	1,199.23
	I & S	.104560	58.57	.00	177.46	.00	236.03	.00	.00	.00	236.03
	TOTAL	.570000	319.31	.00	967.41	.00	1,286.72	148.54	.00	.00	1,435.26
1992	M & O	.447640	200.35	.00	630.21	.00	830.56	56.19	.00	.00	886.75
	I & S	.112360	50.30	.00	158.19	.00	208.49	.00	.00	.00	208.49
	TOTAL	.560000	250.65	.00	788.40	.00	1,039.05	56.19	.00	.00	1,095.24
1991	M & O	.464340	198.85	.00	656.22	.00	855.07	57.80	.00	.00	912.87
	I & S	.095660	40.97	.00	135.18	.00	176.15	.00	.00	.00	176.15
	TOTAL	.560000	239.82	.00	791.40	.00	1,031.22	57.80	.00	.00	1,089.02
1990	M & O	.473940	202.98	.00	694.19	.00	897.17	60.47	.00	.00	957.64
	I & S	.096060	41.14	.00	140.70	.00	181.84	.00	.00	.00	181.84
	TOTAL	.570000	244.12	.00	834.89	.00	1,079.01	60.47	.00	.00	1,139.48
1989	M & O	.556640	238.39	.00	843.90	.00	1,082.29	73.01	.00	.00	1,155.30
	I & S	.113360	48.55	.00	171.86	.00	220.41	.00	.00	.00	220.41
	TOTAL	.670000	286.94	.00	1,015.76	.00	1,302.70	73.01	.00	.00	1,375.71
1988	M & O	.575520	154.39	.00	565.05	.00	719.44	.00	.00	.00	719.44
	I & S	.094480	25.34	.00	92.76	.00	118.10	.00	.00	.00	118.10
	TOTAL	.670000	179.73	.00	657.81	.00	837.54	.00	.00	.00	837.54
1987	M & O	.558280	149.76	.00	566.10	.00	715.86	.00	.00	.00	715.86
	I & S	.111720	29.97	.00	113.28	.00	143.25	.00	.00	.00	143.25
	TOTAL	.670000	179.73	.00	679.38	.00	859.11	.00	.00	.00	859.11
1986	M & O	.540080	144.88	.00	565.03	.00	709.91	.00	.00	.00	709.91
	I & S	.129920	34.85	.00	135.92	.00	170.77	.00	.00	.00	170.77
	TOTAL	.670000	179.73	.00	700.95	.00	880.68	.00	.00	.00	880.68
1985	M & O	.519090	148.62	.00	597.45	.00	746.07	.00	.00	.00	746.07
	I & S	.130910	37.48	.00	150.67	.00	188.15	.00	.00	.00	188.15
	TOTAL	.650000	186.10	.00	748.12	.00	934.22	.00	.00	.00	934.22
1984	M & O	.510400	98.05	.00	405.91	.00	503.96	.00	.00	.00	503.96
	I & S	.219600	42.18	.00	174.64	.00	216.82	.00	.00	.00	216.82
	TOTAL	.730000	140.23	.00	580.55	.00	720.78	.00	.00	.00	720.78
ALL	M & O		16,203,678.82	.00	432,608.09	387,260.50	16,249,026.41	170,272.58	.00	.00	16,806,559.49
ALL	I & S		2,328,174.60	.00	59,687.62	55,833.60	2,332,028.62	.00	.00	.00	2,387,862.22
ALL	TOTAL		18,531,853.42	.00	492,295.71	443,094.10	18,581,055.03	170,272.58	.00	.00	19,194,421.71

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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		615,536.50	.00	234,556.72	4,507.34-	845,585.88	118,107.81	.00	.00	968,201.03
DLQ	I & S		76,951.38	.00	31,084.87	556.74-	107,479.51	.00	.00	.00	108,036.25
DLQ	TOTAL		692,487.88	.00	265,641.59	5,064.08-	953,065.39	118,107.81	.00	.00	1,076,237.28
CURR	M & O		15,588,142.32	.00	198,051.37	382,753.16-	15,403,440.53	52,164.77	.00	.00	15,838,358.46
CURR	I & S		2,251,223.22	.00	28,602.75	55,276.86-	2,224,549.11	.00	.00	.00	2,279,825.97
CURR	TOTAL		17,839,365.54	.00	226,654.12	438,030.02-	17,627,989.64	52,164.77	.00	.00	18,118,184.43

EXCLUDES AG ROLLBACK

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 09/30/2018

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

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	TAX RATE	TAX LEVY	PAYD ACCTS	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	79,858.47-	79,858.47-	17,832,429.16	17,832,429.16	712,866.95	96.16	637.89-		
2016	704,946.53	8,375.97-	8,375.97-	341,154.28	341,154.28	355,416.28	48.98	1,528.22-		
2015	400,586.01	1,076.35-	1,076.35-	127,814.06	127,814.06	271,695.60	31.99	1,473.89-		
2014	233,502.22	652.32-	652.32-	56,650.71	56,650.71	176,199.19	24.33	1,364.63-		
2013	160,958.84	15,856.28-	15,856.28-	30,909.32	30,909.32	114,193.24	21.30	791.76-		
2012	126,197.63	1,278.02-	1,278.02-	19,144.34	19,144.34	105,775.27	15.33	672.12-		
2011	109,321.59	1,397.76-	1,397.76-	12,048.34	12,048.34	95,875.49	11.16	531.15-		
2010	103,973.62	1,086.82-	1,086.82-	10,683.67	10,683.67	92,203.13	10.38	441.08-		
2009	97,474.72	1,048.34-	1,048.34-	9,153.69	9,153.69	87,272.69	9.49	373.56-		
2008	76,590.69	243.23-	243.23-	6,132.43	6,132.43	70,215.03	8.03	243.23-		
2007	65,963.46	236.59-	236.59-	2,990.70	2,990.70	62,736.17	4.55	236.59-		
2006	62,876.16	220.56-	220.56-	3,896.83	3,896.83	58,758.77	6.22	220.56-		
2005	56,535.90	219.55-	219.55-	4,185.03	4,185.03	52,131.32	7.43	219.55-		
2004	54,901.24	242.33-	242.33-	2,980.39	2,980.39	51,678.52	5.45	236.59-		
2003	44,173.45	222.32-	222.32-	2,115.01	2,115.01	41,836.12	4.81	222.32-		
2002	37,558.06	275.32-	275.32-	1,732.37	1,732.37	35,550.37	4.65	271.52-		
2001	28,128.38	259.69-	259.69-	1,280.72	1,280.72	26,587.97	4.60	253.07-		
2000	24,755.10	332.53-	332.53-	1,354.27	1,354.27	23,068.30	5.55	329.13-		
1999	19,416.10	454.04-	454.04-	554.88	554.88	18,407.18	2.93	329.13-		
1998	14,953.39	445.34-	445.34-	501.46	501.46	14,006.59	3.46	322.82-		
1997	14,389.00	1,559.45-	1,559.45-	504.89	504.89	12,324.66	3.94	293.11-		
1996	60,023.37	678.03-	678.03-	3,956.10	3,956.10	55,389.24	6.67	678.03-		
****	21,122,380.04	116,019.31-	116,019.31-	18,472,172.65	18,472,172.65	2,534,188.08		11,669.95-		

26,298

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

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
0	0	0	00.649000	6,936.38	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	0.00	6,936.38	6,936.38	6,936.38	6,936.38	0.00		0.00
2016	13,761.07	141.97	141.97	10,825.26	10,825.26	3,077.78	77.86	0.00
2015	14,380.34	326.66	326.66	11,228.05	11,228.05	3,478.95	76.34	0.00
2014	15,905.87	105.76	105.76	12,400.14	12,400.14	3,611.49	77.44	0.00
2013	17,678.68	202.01	202.01	13,657.34	13,657.34	3,819.33	78.15	0.00
2012	18,678.01	14,044.41	14,044.41	4,633.60	4,633.60	0.00		0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	6,735.65	6,735.65	59,680.77	59,680.77	13,987.55		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2017 TO 09/30/2018

PAGE: 22

INCLUDES AG ROLLBACK

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,896,170,470	11,571,155-	2,884,599,315	00.649000	18,552,232.49	26,300

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	72,922.09-	72,922.09-	17,839,365.54	17,839,365.54	712,866.95	96.16	637.89-
2016	718,707.60	8,234.00-	8,234.00-	351,979.54	351,979.54	358,494.06	49.54	1,528.22-
2015	414,966.35	749.69-	749.69-	139,042.11	139,042.11	275,174.55	33.57	1,473.89-
2014	249,408.09	546.56-	546.56-	69,050.85	69,050.85	179,810.68	27.75	1,364.63-
2013	178,637.52	16,058.29-	16,058.29-	44,566.66	44,566.66	118,012.57	27.41	791.76-
2012	144,875.64	15,322.43-	15,322.43-	23,777.94	23,777.94	105,775.27	18.35	672.12-
2011	109,321.59	1,397.76-	1,397.76-	12,048.34	12,048.34	95,875.49	11.16	531.15-
2010	103,973.62	1,086.82-	1,086.82-	10,683.67	10,683.67	92,203.13	10.38	441.08-
2009	97,474.72	1,048.34-	1,048.34-	9,153.69	9,153.69	87,272.69	9.49	373.56-
2008	76,590.69	243.23-	243.23-	6,132.43	6,132.43	70,215.03	8.03	243.23-
2007	65,963.46	236.59-	236.59-	2,990.70	2,990.70	62,736.17	4.55	236.59-
2006	62,876.16	220.56-	220.56-	3,896.83	3,896.83	58,758.77	6.22	230.56-
2005	56,535.90	219.55-	219.55-	4,185.03	4,185.03	52,131.32	7.43	219.55-
2004	54,901.24	242.33-	242.33-	2,980.39	2,980.39	51,678.52	5.45	236.59-
2003	44,173.45	222.32-	222.32-	2,115.01	2,115.01	41,836.12	4.81	222.32-
2002	37,558.06	275.32-	275.32-	1,732.37	1,732.37	35,550.37	4.65	271.52-
2001	28,128.38	259.69-	259.69-	1,280.72	1,280.72	26,587.97	4.60	253.07-
2000	24,755.10	332.53-	332.53-	1,354.27	1,354.27	23,068.30	5.55	329.13-
1999	19,416.10	454.04-	454.04-	554.88	554.88	18,407.18	2.93	329.13-
1998	14,953.39	445.34-	445.34-	501.46	501.46	14,006.59	3.46	322.82-
1997	14,389.00	1,559.45-	1,559.45-	504.89	504.89	12,324.66	3.94	293.11-
1996	60,023.37	678.03-	678.03-	3,956.10	3,956.10	55,389.24	6.67	678.03-
****	21,202,784.01	122,754.96-	122,754.96-	18,531,853.42	18,531,853.42	2,548,175.63		11,669.95-

UPDATE MODE

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY
 FROM: 09/01/2018 THRU 09/30/2018
 JURISDICTION: ALL

INCLUDES AG ROLLBACK

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENTITION PENALTY	P & I COLLECTED	RENTITION P & I	RENTITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION BY COUNTY 108			608.65	76.33	121.73	15.27	0.00	4.59	725.79
DELO FOR 0032 CITY OF MISSION BY COUNTY 108			601.68	55.72	198.95	18.54	0.00	3.71	796.92
TOTAL FOR 0032 CITY OF MISSION BY COUNTY 108			1,210.33	132.05	320.68	33.81	0.00	8.30	1,522.71
			1,210.33	132.05	320.68	33.81	0.00	8.30	1,522.71
CURR FOR 0033 CITY OF PHARR BY COUNTY 108			175.92	28.63	35.19	5.73	0.00	1.70	209.41
DELO FOR 0033 CITY OF PHARR BY COUNTY 108			128.21	37.27	44.60	13.68	0.00	2.55	170.26
TOTAL FOR 0033 CITY OF PHARR BY COUNTY 108			304.13	65.90	79.79	19.41	0.00	4.25	379.67
			304.13	65.90	79.79	19.41	0.00	4.25	379.67
CURR FOR 0036 CITY OF PROGRESO BY COUNTY 108			22.45	3.75	4.50	0.75	0.00	0.23	26.72
DELO FOR 0036 CITY OF PROGRESO BY COUNTY 108			165.66	22.73	58.11	7.73	0.00	1.51	222.26
TOTAL FOR 0036 CITY OF PROGRESO BY COUNTY 108			188.11	26.48	62.61	8.48	0.00	1.74	248.98
			188.11	26.48	62.61	8.48	0.00	1.74	248.98
CURR FOR 0037 CITY OF SAN JUAN BY COUNTY 108			34.40	7.55	6.88	1.51	0.00	0.46	40.82
DELO FOR 0037 CITY OF SAN JUAN BY COUNTY 108			212.45	24.72	67.98	7.91	0.00	1.64	278.79
TOTAL FOR 0037 CITY OF SAN JUAN BY COUNTY 108			246.85	32.27	74.86	9.42	0.00	2.10	319.61
			246.85	32.27	74.86	9.42	0.00	2.10	319.61
CURR FOR 0039 CITY OF SULLIVAN BY COUNTY 108			4.39	0.51	0.88	0.10	0.00	0.04	5.23
DELO FOR 0039 CITY OF SULLIVAN BY COUNTY 108			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0039 CITY OF SULLIVAN BY COUNTY 108			4.39	0.51	0.88	0.10	0.00	0.04	5.23
			4.39	0.51	0.88	0.10	0.00	0.04	5.23
CURR FOR 0040 CITY OF WESLACO BY COUNTY 108			803.39	88.95	160.66	17.78	0.00	5.33	958.72
DELO FOR 0040 CITY OF WESLACO BY COUNTY 108			366.84	87.09	123.34	28.41	0.00	5.77	484.41
TOTAL FOR 0040 CITY OF WESLACO BY COUNTY 108			1,170.23	176.04	284.00	46.19	0.00	11.10	1,443.13
			1,170.23	176.04	284.00	46.19	0.00	11.10	1,443.13
CURR FOR 0041 EDINBURG CISD BY COUNTY 108			8,785.73	1,736.06	1,757.14	347.22	0.00	104.18	10,438.69
DELO FOR 0041 EDINBURG CISD BY COUNTY 108			34,386.22	29,701.12	11,036.64	9,507.36	0.00	1,960.41	43,462.45
TOTAL FOR 0041 EDINBURG CISD BY COUNTY 108			43,171.95	31,437.18	12,793.78	9,854.58	0.00	2,064.59	53,901.14
			43,171.95	31,437.18	12,793.78	9,854.58	0.00	2,064.59	53,901.14

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

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2017/2018	COLLECTED 2016/2017
2017 TAX ROLL	18,625,154.58	17,215,237.73	-	(53,094.46)	1,356,822.39	92.69%	92.20%
2016 & PRIOR YRS	2,497,225.46	446,092.75	-	(5,386.44)	2,045,746.27	17.90%	18.30%
ROLLBACK	80,403.97	30,137.20	-	(50,266.77)	-	100.00%	99.82%
TOTALS	21,202,784.01	17,691,467.68	-	(108,747.67)	3,402,568.66		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	262,638.84	(68.86) CURRENT
CURRENT YEAR-P&I	25,812.91	
PRIOR YEARS-BASE TAX	60,793.38	(1,353.42) PRIOR
PRIOR YEARS-P&I	23,437.50	
ROLLBACK	9,896.31	(50,266.77) ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	12,614.92	PURGED
TOTAL COLLECTIONS	395,193.86	(51,689.05)
LESS TRANSFERRED	272,048.61	
LESS IN TRANSIT	117,325.14	
LESS DUE TO HCAD COMM. FEE	32.11	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

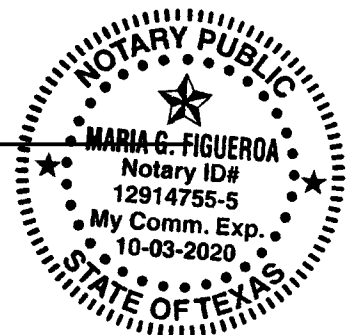
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2018 IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF MAY 2018 A.D.

Maria G. Figueroa
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



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

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2017/2018	COLLECTED 2016/2017
2017 TAX ROLL	18,625,154.58	17,215,237.73	-	(53,094.46)	1,356,822.39	92.69%	92.20%
2016 & PRIOR YRS	2,497,225.46	446,092.75	-	(5,386.44)	2,045,746.27	17.90%	18.30%
ROLLBACK	80,403.97	30,137.20	-	(50,266.77)	-	100.00%	99.82%
TOTALS	21,202,784.01	17,691,467.68	-	(108,747.67)	3,402,568.66		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	262,638.84	(68.86) CURRENT
CURRENT YEAR-P&I	25,812.91	
PRIOR YEARS-BASE TAX	60,793.38	(1,353.42) PRIOR
PRIOR YEARS-P&I	23,437.50	
ROLLBACK	→ 1,701.20	(50,266.77) ROLLBACK
ROLLBACK P&I	8,195.11	
ATTORNEY FEES	12,614.92	PURGED
TOTAL COLLECTIONS	395,193.86	(51,689.05)
LESS TRANSFERRED	272,048.61	
LESS IN TRANSIT	117,325.14	
LESS DUE TO HCAD COMM. FEE	32.11	
LESS DUE TO CO TREASURER	5,788.00	

BALANCE

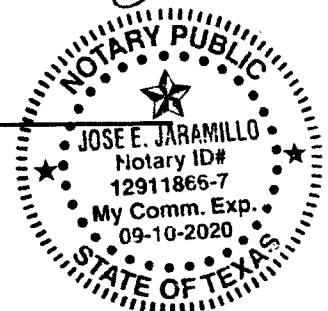
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2018 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF MAY 2018 A.D.

Jose E. Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: November 2, 2018

MEETING DATE: November 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 11/02/2018

Omar Anzaldua

Approved - 11/02/2018

City Management Office

Final Approval - 11/02/2018

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

- ☐ **Jackson Rd. - Right Turn Lane Construction Project**
- ☐ **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.

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:	Remodeling to begin November 5, 2018
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 100% 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:	Construction is on hold
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

CONSTRUCTION PHASE

Project Name:	Jackson Rd. - Right Turn Lane Construction Project		
Engineer:	R. Gutierrez		
Contractor	M.J.A. Construction		
Contract Amount	\$149,558	Contract Time (Days)	30
Notice to Proceed	10/11/2018	Contract Time Used:	73.33%
Description: The addition of a right-turn lane for TOPGOLF exit			

Status:

Pictures:



CONSTRUCTION PHASE

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:	153.42%
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:	94.44%

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:	94.44%

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:	94.44%

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:	94.44%

Description: Construction of a new Fire Station in South Pharr

Status: Construction is ongoing.

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 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 - 10/30/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 29, 2018

MEETING DATE: November 5, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of minutes for October 15, 2018 Regular Called Meeting.
--

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for meeting held on Monday, October 15, 2018.

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 10/29/2018
Final Approval - 10/31/2018

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 15, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 15, 2018 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo

STAFF PRESENT: Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldúa, City Engineer
Gary Rodriguez, Events Ctr. Director
Carlos Montemayor, Finance
Anali Alanis, HR Director
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Rey Cano, Asst. Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Sandra Zamora, Purchasing Dir.
Victor Perez, PEDC Dir.
Danny Ramirez, Communications Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Jose A. Luengo, Police Chief, led in the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING DISABILITY EMPLOYMENT AWARENESS MONTH (PEDC II)

Karina Lopez, Business Retention and Expansion Manager, stated the Pharr Economic Development Corporation partnered up with Texas Workforce Solutions to bring awareness for national disability employment month and introduced representatives from Pathways Toward Independence and Workforce Solutions to receive proclamation.

Veronica Quintana, Pathways Toward Independence Director at PSJA, stated the goal of the Summer Earn and Learn Program (SEAL) was to work with students disabilities and reconnect them to jobs through the Texas Workforce system. She thanked Work Force Solutions for providing this opportunity and invited businesses to participate in their program.

Mayor Hernandez read proclamation proclaiming October 2018 as Disability Employment Awareness Month and presented proclamation to Ms. Veronica Quintana.

B) PROCLAMATION PROCLAIMING MANUFACTURING MONTH (PEDC II)

Karina Lopez, Business Retention and Expansion Manager, stated PJSA ISD and South Texas Manufactures Association host an annual event to raise awareness for the students on the importance of manufacturing and potential career pathways within the industry and introduced Mike Willis.

Mike Willis, Executive Director, stated the City of Pharr and the Pharr Economic Development Corporation in coordination with PSJA ISD, South Texas College, and the South Texas Manufacturers Association hosted a Manufacturing Day Celebration on October 3, 2018. He further thanked the Commission for the recognition.

Mayor Hernandez read proclamation proclaiming October 2018 as Manufacturing Month and presented proclamation to Mr. Mike Willis.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

MINUTES: REGULAR CALLED MEETING
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Kenneth C. Fletcher voiced his concern with Top Golf lights and showed a picture of the newly painted fire lane curb at Costco. He further spoke about lights in downtown Pharr and LED lights on south Cage Blvd. Lastly, he mentioned the Home Depot Certificate of Occupancy has been there since 1999 and stated there were fire code violations listed.

ITEM 4. CITY MANAGER'S REPORTS

A) EVENTS OF INTEREST

Edward Wylie, Deputy City Manager, reported IT would be hosting a cyber security awareness training for the public on Wednesday, October 17, 2018 at 6:00 p.m. at the Pharr Memorial Library. The training would consist on training videos and presentation on multiple topics such as general computer security, online banking security, and the Stop. Think. Connect. National Campaign.

Edward Wylie, Deputy City Manager, reported the Pharr Memorial Library would be having their Library Haunted House on October 25 and 26, 2018 from 6:00 p.m. to 8:00 p.m. He further reported on upcoming events at the Pharr Events Center.

Edward Wylie, Deputy City Manager, also reported the Parks and Recreation Department would be hosting the Movies at the Park on Saturday, October 27, 2018 at Lore Garcia Park. The featured movie would be Hotel Transylvania 3 and would begin at sunset.

Lastly, Edward Wylie, Deputy City Manager, reported Development Services staff recently attended the TML Annual Conference and they received an award for the recertification as a 2018 Texas Certified City. He stated the city improved its certification level from Recognized to Silver.

Melanie Cano, Development Services Director, stated Pharr was 1 of 13 municipalities that was awarded for the 2018 Scenic City Certification Program and it recognizes cities for their demonstrated commitment to high-quality scenic standards for public roadways and public spaces. At this time, she presented the official certification award.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR OCTOBER 1, 2018 REGULAR CALLED MEETING AND OCTOBER 8, 2018 SPECIAL CALLED MEETING (ADMINISTRATION)

MINUTES: REGULAR CALLED MEETING
OCTOBER 15, 2018

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR FIRE DEPARTMENT TO APPLY FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY-ASSISTANCE TO FIREFIGHTERS GRANT FOR PUBLIC SAFETY RADIOS (FIRE)

C) CONSIDERATION AND ACTION ON REQUEST FROM ST. ANNE MOTHER OF MARY CATHOLIC CHURCH TO CLOSE THE 400 BLOCK OF FIR STREET, 700 BLOCK OF EAST JUAREZ, AND 400 BLOCK OF NORTH GUMWOOD STREET FOR THEIR ANNUAL JAMAICA ON SATURDAY, NOVEMBER 3, 2018 FROM 4:00 P.M. TO 10:00 P.M. (ADMINISTRATION)

D) CONSIDERATION AND ACTION ON REQUEST FROM RICK QUICK STOP TO CLOSE THE 400 BLOCK OF WEST STATE AVENUE FROM 3:00 P.M. TO 6:00 P.M. FOR THEIR ANNUAL CUSTOMER APPRECIATION DAY (ADMINISTRATION)

E) CONSIDERATION AND ACTION ON REQUEST FROM ARISE LAS MILPAS FOR POLICE AND FIRE ASSISTANCE DURING THEIR MARCH TO THE POLLS WALK ON TUESDAY, NOVEMBER 6, 2018 FROM 9:30 A.M. TO 11:20 A.M. (ADMINISTRATION)

F) CONSIDERATION AND ACTION ON REQUEST FROM FIRST RGV FOR SPONSORSHIP IN THE AMOUNT OF \$3,000 FOR THEIR ROBOTICS COMPETITIONS 2018-2019 SEASON (ADMINISTRATION)

G) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE SINGLE MACHINE REPAVING PROJECT YEAR 4 (ENGINEERING)

H) CONSIDERATION AND ACTION RATIFYING AN EMERGENCY PURCHASE OF 5,280 LINEAR FEET OF PUMP 12-INCH DISCHARGE HOSE AND ACCESSORIES RELATED TO THE JUNE 2018 FLOOD EVENT (PROJECT #1718-01-530-P019-001) (ENGINEERING)

Edward Wylie, Deputy City Manager, introduced the item and recommended approval of the consent agenda.

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

Resolution No. R-2018-57 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-55 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENT (2ND READING) (HR)**

Edward Wylie, Deputy City Manager, introduced the item and recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING AN ANNUAL REGISTRATION AND INSPECTION PROCESS FOR MULTI-FAMILY DWELLINGS (2ND READING) (DEVELOPMENT SERVICES)**

Edward Wylie, Deputy City Manager, introduced the item and recommended approval.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-28 (PUBLIC COMMENTS) (1ST READING) (ADMINISTRATION)**

Edward Wylie, Deputy City Manager, introduced the item and recommended approval.

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

At this time, Edward Wylie, Deputy City Manager, stated they would deviate from the agenda and go into closed session. There was no objection.

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

**THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE
WITH THE FOLLOWING BELOW**

The time being 4:19 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 4:55 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE:

**A) CONSIDERATION AND ACTION, IF ANY, APPOINTING INTERIM CITY
MANAGER (ADMINISTRATION)**

Edward Wylie, Deputy City Manager, introduced the item.

Comm. Medina moved to appoint Edward Wylie as Interim City Manager. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

**B) CONSIDERATION AND ACTION, IF ANY, ON PERMISSION TO ADVERTISE
FOR THE POSITION OF CITY MANAGER (ADMINISTRATION)**

Edward Wylie, Deputy City Manager, introduced the item.

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

ITEM 8. CONTRACTS/AGREEMENTS:

**A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO
AWARD A SERVICE CONTRACT FOR SLUDGE MANAGEMENT SERVICES
TO DENALI WATER SOLUTIONS. (PROJECT #1718-60-582-S026-197)
(PUBLIC UTILITIES)**

Edward Wylie, Deputy City Manager, introduced the item and stated no action would be taken at this time.

MINUTES: REGULAR CALLED MEETING
OCTOBER 15, 2018

B) CONSIDERATION AND ACTION, IF ANY, ON ADDENDUM AGREEMENT WITH HEALTHIEST YOU TO PROVIDE BEHAVIORAL HEALTH SERVICES TO EMPLOYEES VIA TELADOC INC. (HR)

Edward Wylie, Deputy City Manager, introduced the item. He stated this would be at no cost and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE CONTRACT WITH THE WARREN GROUP, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE SOUTH PHARR DEVELOPMENT AND RESEARCH CENTER PROJECT (ENGINEERING)

Edward Wylie, Deputy City Manager, introduced the item. He briefly stated this was for additional work related to the time capsule and other improvements and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH THE WARREN GROUP ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DESIGN AND CONSTRUCTION PHASE OF THE NORTHSIDE AQUATIC FACILITY (PROJECT #1819-39-510-S003-001) (ENGINEERING)

Edward Wylie, Deputy City Manager, introduced the item and briefly stated this would be in conjunction with PSJA ISD and the project was at 8.5%. He further recommended approval.

Comm. Chavez moved to approve. Comm. Caballero seconded the motion.

Comm. Medina requested staff to look into the percentage of charges to make sure the rates were in the agreement.

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

ITEM 9. LEGAL:

A) CONSULTATION AND POSSIBLE ACTION ON CITY MANAGER EMPLOYMENT AGREEMENT (LEGAL)

MINUTES: REGULAR CALLED MEETING
OCTOBER 15, 2018

Edward Wylie, Deputy City Manager, introduced the item.

Comm. Chavez **moved** to authorize Mayor to negotiate and enter into a City Manager Employment agreement. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Caballero **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:58 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 15th DAY OF OCTOBER 2018 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Ricardo Pedraza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Ricardo Pedraza

Agenda Item: Consideration and action ratifying Resolution No. R-2018-58 entering into an agreement with the Texas Department of Transportation for closure of Dicker Road from Villas Del Valle Street to South Steve Lane for the Cristo Rey Lutheran Church Jamaica on Saturday, November 3, 2018 from 3:00 p.m. to 11:00 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Ricardo Pedraza

Created/Initiated - 10/30/2018

Jose Luengo

Approved - 11/01/2018

Leonardo Perez

Approved - 11/02/2018

Patricia Rigney

Approved - 11/02/2018

City Management Office

Final Approval - 11/02/2018

RESOLUTION R-2018-58

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting
by and through the Texas Department of Transportation for temporary closure of a
street for public event.

That the closure of Dicker Road from Villas Del Valle Street to S. Steve Lane from 3:00
p.m. to 11:00 p.m. on Saturday, November 3, 2018 for the Cristo Rey Lutheran Church
Jamaica.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been
established for the temporary closure of a segment of the State highway system and
this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 5th day of November 2018, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

STATE OF TEXAS §

COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT-OF-WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Pharr, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 3072 (DICKER RD) in HIDALGO County; and

WHEREAS, the City has requested the temporary closure of FM 3072 (E. DICKER RD) FROM VILLAS DEL VALLE ST TO STEVE LN for the purpose of CRISTO REY LUTHERAN CHURCH JAMAICA, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 5 day of NOVEMBER, 2018, the Pharr City Council passed Resolution / Ordinance No. R-2018-58, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City: 	Agreement No. State: Texas Department of Transportation
------------------------------	---

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

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

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Pharr

Executed on behalf of the City by:

By [Signature]
City Official

Date 10/30/18

Typed or Printed Name and Title RICARDO PEDRAZA, PE
PUBLIC WORKS DIRECTOR

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

Date _____

Reviewed By:

Director of Maintenance

Date: _____

RESOLUTION R-2018-58

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting
by and through the Texas Department of Transportation for temporary closure of a
street for public event.

That the closure of Dicker Road from Villas Del Valle Street to S. Steve Lane from 3:00
p.m. to 11:00 p.m. on Saturday, November 3, 2018 for the Cristo Rey Lutheran Church
Jamaica.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been
established for the temporary closure of a segment of the State highway system and
this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 5th day of November 2018, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

Agreement No. _____

Exhibit A

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**

October 30, 2018

Mr. Pedro "Pete" Alvarez, PE
Pharr District Engineer
Texas Department of Transportation
600 W. Expressway 83
Pharr, Texas 78577

RE: Street Closure Permit for Cristo Rey Lutheran Church Jamaica

Mr. Alvarez,

Cristo Rey Lutheran Church has submitted an event application to the City of Pharr, which requires a State Road closure.

We would like to request the following road closure:

The closure of F.M. 3072 (E. Dicker Rd.) at 3:00 pm Saturday - November 3rd, 2018 to 11:00 pm Saturday - November 3rd, 2018. The road closure will be from East of Villas Del Valle St. to S. Steve Ln. (Approx. 0.08 miles).

Attached you will find locations maps, Temporary Closure Agreement, Letter from Law Enforcement, City Commission resolution for your review.

We appreciate and thank you in advance for your help with this matter. If you require any additional information, please do not hesitate to call our office at (956) 402-4350

Respectfully Submitted,



Ricardo Pedraza, PE

City of Pharr
Director of Public Works
Office: 956-402-2306
Cell: 956-540-8066
Email: ricardo.pedraza@pharr-tx.gov

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**

October 30, 2018

Mr. Pedro Alvarez, PE
Pharr District Engineer
Texas Department of Transportation
600 W. Expressway 83
Pharr, Texas 78577

Mr. Alvarez,

The Pharr Police Department has reviewed the City of Pharr's map and traffic plan for the upcoming Cristo Rey Lutheran Church Jamaica that will take place this November 3, 2018. The Pharr Police Department supports and will assist with the State Road closure plan for this event. For further information, feel free to contact me.

Respectfully Submitted,



Edward Chavez
Interim Assistant-Chief of Police
956-402-4709
956-467-7137
edward.chavez@pd.pharr-tx.gov

Exhibit C

Agreement No. _____

- **MAP REFLECTING LOCATION(S) WHERE CLOSURE WILL TAKE PLACE.**





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: November 1, 2018

MEETING DATE: November 5, 2018

FROM: Ricardo Pedraza, Public Works
Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action on Resolution entering into an agreement with the Texas Department of Transportation for closure of U.S. 281 (Cage Blvd.) from Polk Avenue to Ridge Road for the Annual Veteran's Day Parade on Saturday, November 10, 2018 from 8:00 a.m. to 12:00 midnight.

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:

Ricardo Pedraza

Jose Luengo

Leonardo Perez

Patricia Rigney

City Management Office

Created/Initiated - 11/01/2018

Approved - 11/02/2018

Approved - 11/02/2018

Approved - 11/02/2018

Final Approval - 11/02/2018

RESOLUTION R-2018-__

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PARADES IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting
by and through the Texas Department of Transportation for temporary closure of a
street for parades.

That the closure of US 281 (Cage Blvd.) from Polk Avenue to Ridge Road on Saturday,
November 10, 2018 for the purpose of conducting the Annual Veteran's Day Parade
from 8:00 am to 12:00 midnight.

That all rules and procedures of 43 Tex. Adm. Code; Section 22.12 have been
established for the temporary closure of a segment of the State highway system and
this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 5th day of November, 2018, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

STATE OF TEXAS §

COUNTY OF §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of PHARR, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including 1469 / US 281, in HIDALGO County; and

WHEREAS, the City has requested the temporary closure of 1469 / US 281 FROM POLK AVE. TO RIDGE RD for the purpose of VETERAN'S DAY PARADE, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 5 day of NOVEMBER, 2018, the PHARR City Council passed Resolution / Ordinance No. R-2018-, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Agreement No. _____

City:	State:
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

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

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF PHARR
 Executed on behalf of the City by:

By [Signature] Date 10/30/18
 City Official

Typed or Printed Name and Title RICARDO PEDRAZA, PE
DIRECTOR OF PUBLIC WORKS

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
 District Engineer

Reviewed By:

 Director of Maintenance Date: _____

RESOLUTION R-2018-__

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PARADES IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting
by and through the Texas Department of Transportation for temporary closure of a
street for parades.

That the closure of US 281 (Cage Blvd.) from Polk Avenue to Ridge Road on Saturday,
November 10, 2018 for the purpose of conducting the Annual Veteran's Day Parade
from 8:00 am to 12:00 midnight.

That all rules and procedures of 43 Tex. Adm. Code; Section 22.12 have been
established for the temporary closure of a segment of the State highway system and
this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 5th day of November, 2018, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

Agreement No. _____

Exhibit A

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**

October 30, 2018

Mr. Pedro "Pete" Alvarez, PE
Pharr District Engineer
Texas Department of Transportation
600 W. Expressway 83
Pharr, Texas 78577

RE: Street Closure Permit for Veteran's Day Parade

Mr. Alvarez,

The City of Pharr will be hosting its annual Veteran's Day Parade, which requires a State Road closure.

We would like to request the following road closure:

The closure of IH 69/ U.S. 281 (Cage Blvd) at 8:00 am Saturday - November 10, 2018 to 12:00 am Sunday - November 11, 2018. The road closure will be from Polk Ave. to Ridge Rd. (Approx. 1.67 miles).

Attached you will find locations maps, Temporary Closure Agreement, Letter from Law Enforcement, City Commission resolution for your review.

We appreciate and thank you in advance for your help with this matter. If you require any additional information, please do not hesitate to call our office at (956) 402-4350

Respectfully Submitted,



Ricardo Pedraza, PE

City of Pharr
Director of Public Works
Office: 956-402-2306
Cell: 956-540-8066
Email: ricardo.pedraza@pharr-tx.gov

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**

October 30, 2018

Mr. Pedro Alvarez, PE
Pharr District Engineer
Texas Department of Transportation
600 W. Expressway 83
Pharr, Texas 78577

Mr. Alvarez,

The Pharr Police Department has reviewed the City of Pharr's map and traffic plan for the upcoming Veteran's Day Parade that will take place this November 10, 2018. The Pharr Police Department supports and will assist with the State Road closure plan for this event. For further information, feel free to contact me.

Respectfully Submitted,

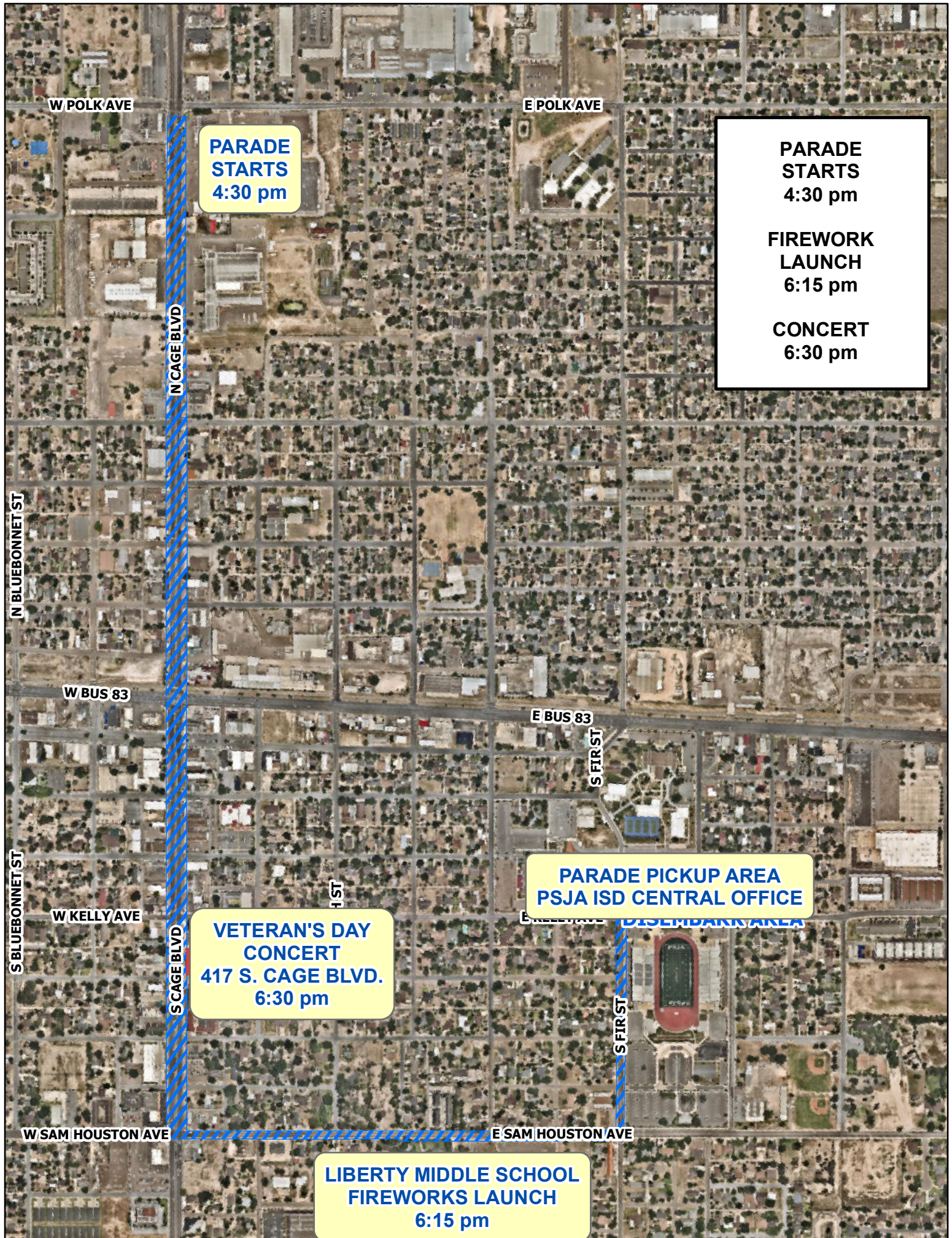
A handwritten signature in black ink, appearing to read 'J. Luengo', is written over a horizontal line.

Jose A. Luengo
Interim Chief of Police
(956) 827-3387
(956) 402-4794
jose.luengo@pd.pharr-tx.gov

Exhibit C

Agreement No. _____

- **MAP REFLECTING LOCATION(S) WHERE CLOSURE WILL TAKE PLACE.**



W POLK AVE

E POLK AVE

**PARADE
STARTS
4:30 pm**

**PARADE
STARTS
4:30 pm**

**FIREWORK
LAUNCH
6:15 pm**

**CONCERT
6:30 pm**

N CAGE BLVD

N BLUEBONNET ST

W BUS 83

E BUS 83

S FIR ST

S BLUEBONNET ST

W KELLY AVE

1 ST

**VETERAN'S DAY
CONCERT
417 S. CAGE BLVD.
6:30 pm**

**PARADE PICKUP AREA
PSJA ISD CENTRAL OFFICE**

DISSEMBARK AREA

S CAGE BLVD

S FIR ST

W SAM HOUSTON AVE

E SAM HOUSTON AVE

**LIBERTY MIDDLE SCHOOL
FIREWORKS LAUNCH
6:15 pm**



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action on Resolution updating the authorized designated official for the State Homeland Security Grant (SHSP).

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: When the grant was submitted, Mr. Juan Guerra was designated as the grantee's authorized official. Mr. Guerra no longer employed with the City of Pharr, so we need to change the authorized official to Mr. Ed Wylie.

Financial Consideration: We have been awarded a grant for \$11,504.15 for the purchase of Hazardous Material Equipment and need to change the authorized grantee official so we can use this monies.

Staff Recommendation: Staff recommends this change so we can administer the grant we have just been awarded.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 10/30/2018

Leonardo Perez

Approved - 10/30/2018

Hilda Pedraza

Approved - 10/30/2018

Patricia Rigney

Approved - 10/30/2018

Sandra Zamora

Approved - 10/31/2018

Karla Moya

Approved - 10/31/2018

City Management Office

Final Approval - 11/01/2018

RESOLUTION NO. R-2018-__

**OFFICE OF THE GOVERNOR - HOMELAND SECURITY GRANTS
DIVISION 2018 HOMELAND SECURITY PROGRAM (SHSP)**

WHEREAS, the City of Pharr finds it in the best interest of the citizens of Pharr, that the **HAZMAT Equipment Program** (SHSP 18) Project be operated from 09/01/2018 thru 08/31/2019; and

WHEREAS, the City of Pharr agrees to provide applicable matching funds for the said project as required by the Office of the Governor Homeland Security Grants (SHSP) Division grant application; and

WHEREAS, the City of Pharr agrees that in the event of loss or misuse of the Homeland Security Grants (SHSP) Division funds, The City of Pharr City Commission assures that the funds will be returned to the Homeland Security Grants (SHSP) Division in full; and

WHEREAS, the City of Pharr designates **City Manager or Interim City Manager** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approves submission of the grant application for the **HAZMAT Equipment Program** to the Office of the Governor, Homeland Security Grants (SHSP) Division.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR TEXAS, THIS _____ DAY OF NOVEMBER 2018.**

Grant Number: [3628401](#)

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of November 2018, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of November 2018, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: October 19, 2018

MEETING DATE: November 5, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on Resolution to amend the authorized official for 2018 Local Border Security Program Grant # 2991404.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Officer of the Governor and Pharr Police Department

What: Resolution change of authorized official

Where: Pharr, Tx

When: November 5, 2018

Why: A change in administration (city manager) has been done. Previously, Mr. Juan Guerra was the grant authorized official. Due to recent change, grant authorized information needs to be updated. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Financial Consideration: N/A

Staff Recommendation: I recommend approval.

Alternatives: Alternative is not to change authorized official.

ROUTING:

Jose Luengo
Raul Garza
Patricia Rigney

Created/Initiated - 10/19/2018
Approved - 10/19/2018
Approved - 10/19/2018

Karla Moya
City Management Office

Approved - 10/29/2018
Final Approval - 11/01/2018

RESOLUTION NO. R-2018_____

**OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
LOCAL BORDER SECURITY PROGRAM (LBSP 2019)**

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr, that the Local Border Security Program (LBSP 18) Project be operated from 09/01/2018 thru 08/31/2019; and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Homeland Security Grants Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Homeland Security Grants Division funds, The City of Pharr City Commission assures that the funds will be returned to the Homeland Security Grants Division in full; and

WHEREAS, The City of Pharr City Commission designates City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Pharr City Commission approves submission of the grant application for the Local Border Security Program (LBSP 18) Project to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____DAY OF November 2018.

Grant Number: [2991404](#)

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of November 2018, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of November, 2018, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: October 19, 2018

MEETING DATE: November 5, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on Resolution to amend the authorized official for the Office of the Attorney General Victim Coordinator and Liaison Grant # 1986017.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Office of the Attorney General and Pharr Police Department

What: Amend resolution for grant authorized official

Where: Pharr, TX

When: November 5, 2018

Why: A change in administration (city manager) has been done. Previously, Mr. Juan Guerra was the grant authorized official. Due to recent change, grant authorized official information needs to be updated. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Financial Consideration: N/A

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not change authorized official.

ROUTING:

Jose Luengo
Raul Garza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 10/19/2018
Approved - 10/19/2018
Approved - 10/19/2018
Approved - 10/22/2018
Final Approval - 11/01/2018

RESOLUTION NO. R-2018-_____

OFFICE OF THE ATTORNEY GENERAL

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr, that the **Victim Coordinator and Liaison Grant (VCLG)** be operated for the 09/01/2018 thru 08/31/2019; and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds (if applicable) for the said project as required by the Office of the Attorney General grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Office of the Attorney General funds, The City of Pharr City Commission assures that the funds will be returned to the Office of the Attorney General in full.

WHEREAS, The City of Pharr City Commission designates **City Manager** and/or designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submission of the grant application for the **Victim Coordinator and Liaison Grant (VCLG)** to the Office of the Office of the Attorney General.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF NOVEMBER 2018.

Grant Number: [1986017](#)

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of November 2018, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of November, 2018, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: October 9, 2018

MEETING DATE: November 5, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action accepting the 2019 TXDOT STEP Impaired Driving Mobilization grant # 2019-PharrPD-IDM-00003.

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 Texas Department of Transportation

What: Acceptance of the 2019 Impaired Driving Mobilization Grant

Where: The grant will be worked within the city limits of the City of Pharr.

When: The grant will operate between the dates of December 10, 2018 to September 30, 2019. The grant will operate on four holiday waves which include Christmas, Spring Break, Independence Day, and Labor Day.

Why: The goal of this grant is to increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury cases.

Financial Consideration: The grant is for the amount of \$ 15,975.00. There is a \$ 5,599.67 match for fringe benefits and \$ 3,640 for travel. Total grant is \$ 25,214.67.

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not participate.

ROUTING:

Jose Luengo
Raul Garza

Created/Initiated - 10/09/2018
Approved - 10/11/2018

Patricia Rigney
Karla Moya
City Management Office

Approved - 10/12/2018
Approved - 10/29/2018
Final Approval - 11/01/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: October 29, 2018

MEETING DATE: November 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the concrete curb and pavement work for the Pharr Business Park Paving Improvements (S. Sugar Rd. & W. Zaragosa Dr.)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This request is to advertise for bids for various items of work for the Pharr Business Park Paving Improvements (S. Sugar Rd. & W. Zaragosa Dr.)

Financial Consideration: Estimated Cost \$705,000

Staff Recommendation: Staff recommends to advertise for bids for the above referenced project.

Alternatives: NA

ROUTING:

Omar Anzaldua

Created/Initiated - 10/29/2018

Omar Anzaldua

Approved - 10/29/2018

Ricardo Pedraza

Approved - 10/29/2018

Sandra Zamora

Approved - 10/31/2018

Karla Moya

Approved - 11/02/2018

City Management Office

Final Approval - 11/02/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2018-2019.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: As every year, City finances its Capital equipment through Capital Leases, request for proposals from financial institutions will be advertised to finance approved items for FY 2018-2019.

Financial Consideration: \$942,000 appx. as approved in FY 2018-2019 Budget.

Staff Recommendation: To Advertise

Alternatives:

ROUTING:

Karla Moya
Karla Moya
City Management Office

Created/Initiated - 10/31/2018
Approved - 10/31/2018
Final Approval - 11/01/2018

BUDGET YEAR 2018/2019**Capital Outlay Needs**

<u>Account</u>	<u>Department</u>	<u>Amount</u>	<u>Description</u>	<u>Yrs to depreciate</u>
8804	Police	\$ 195,000	Police Equipment Vehicle	3
8803	Police	\$ 320,000	(10) 2019 Police SUVs	3
8803	Police	\$ 54,000	(2) Unmarked Sedan	3
8803	Police	\$ 30,000	(1) Marked Sedan	3
8803	Fire	\$ 39,000	Pick Up Truck (Replacement)	7
8803	Fire	\$ 125,000	Radios	5
8804	IT	\$ 75,000	Upgrade server for City Operations	5
8803	Parks	\$ 26,000	(1) Crew Cab	7
8804	Parks	\$ 28,000	(2) Skag Mowers	7
8804	Parks	\$ 10,000	(1) Scissor Lift	7
8804	HR	\$ 20,000	360 Degree Performance Evaluations	3
8804	HR	\$ 20,000	Content Manager to digitilize Employee Personnel Files	7
Total		\$ 942,000		



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.J.

DATE SUBMITTED: October 29, 2018

MEETING DATE: November 5, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action on Texas Watermelon Association 2018 Convention Sponsorship for \$1,000.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On October 17, 2018, the Bridge Board approved the Texas Watermelon Association 2018 Convention Jubilee Sponsorship.

Financial Consideration: \$1,000

Staff Recommendation: Approval to participate at the Texas Watermelon Association 2018 Convention with a sponsorship. The Pharr International Bridge will also have a speaking opportunity at the convention.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Created/Initiated - 10/29/2018

Luis Bazan

Approved - 10/30/2018

Patricia Rigney

Approved - 10/30/2018

Sandra Zamora

Approved - 10/31/2018

Karla Moya

Approved - 10/31/2018

City Management Office

Final Approval - 11/01/2018

2018 Convention Sponsorships:

Black Diamond for \$5,000- Sponsors receive exclusive sponsorship of one event (Saturday at Convention),

Two complimentary convention registrations for TWA 2017, complimentary exhibit space, company

name or logo displayed on website, logo displayed on convention banner, listing on conference program,

advertising on all TWA publications

All Sweet for \$2,000- Sponsors receive sponsorship of one event (Friday), one complimentary registration

for TWA 2018, complimentary exhibit space, company name or logo displayed on website, logo displayed

on convention banner, listing on conference program, advertising on all TWA publications

Diamond Jubilee \$1,500

Jubilee \$1,000

Crimson Sweet \$500

Charleston Gray \$250

Your sponsorship will contribute to the general convention.

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Sponsorship Amount: _____

You will be sent an invoice for the sponsorship amount you have indicated. The Texas Watermelon Association sincerely appreciates all that you do for our convention.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.K.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action on Mexico's Auto Industry Summit for \$5,500.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On October 17, 2018, the Bridge Board approved the Mexico's Auto Summit in Monterrey, NL, Mexico.

Financial Consideration: \$5,500

Staff Recommendation: Approval to participate in the Mexico's Auto Industry Summit in Monterrey, NL, MX. from November 6-7, 2018. Where the Pharr International Bridge will participate with a booth and as a speaker on a panel.

Alternatives: N/A

ROUTING:

Vanessa Guzman
Luis Bazan
Sandra Zamora
Karla Moya
Edward Wylie

Created/Initiated - 10/30/2018
Approved - 10/30/2018
Approved - 10/31/2018
Approved - 11/02/2018
Final Approval - 11/02/2018



Ezequiel Ordoñez Animas <ezequiel.bridgepharr@gmail.com>

Last Call !!! For Meet with TOP players in the Automotive Industry in Mexico

Sergio Ornel@s <sergio@mexico-now.com>

1 de octubre de 2018, 10:15

Para: Ezequiel Ordoñez Animas <ezequiel.bridgepharr@gmail.com>, luis.bazan@pharr-tx.gov

Estimado Ezequiel.... Asi quedaria

Muchas gracias por considerar su participación de Paquete de Promocion con Mexico Now en el, Mexico Auto Summit 2018

Valoramos mucho el negocio que nos brindan.

El Paquete de Pharr Incluye lo siguiente para cada evento:

-Stand Single 3x2 mts (mesa, sillas, alfombra, electricidad, paredes) " <http://www.mexicoautosummit.com/expo.php>

-Reconocimiento Patrocinador con logotipo en toda la promoción del evento

-Lista de los participantes

-Encuentro de negocio b2b

-3 Entradas full Access al evento para Staff por evento

-Logotipo de Pharr en Toda la promoción del evento

-Literatura de Pharr en todas las carpetas de los participantes

-Participacion de Pharr en Panel de Logistica

Precio \$5500 dlls mas iva

Tikal Group, LLC
550 S Mesa Hills Dr, Suite B3
El Paso, TX 79912

ORDEN DE PATROCINIO / SPONSORSHIP ORDER

DATE: Fecha: 1 DE OCTUBRE DE 2018	No.
	ACCOUNT EXEC: Responsable:
:	PLACE: Lugar: MONTERREY, N.L. 2018.

UNIT PRICE	
Importe unitario	\$5,500.00
Frequency/frecuencia	
1 EVENT	
Sub total	
\$5,500.00	
SALES TAX	
IVA	
0	
TOTAL:	DOLARES X
	Pesos \$5,500.00

PAYMENT TERMS /condiciones de pago

COMMENTS / observaciones:

EL PATROCINIO INCLUYE LO SIGUIENTE: -Stand Single 3x2 mts (mesa, sillas, alfombra, electricidad, paredes) " http://www.mexicoautosummit.com/expo.php -Reconocimiento Patrocinador con logotipo en toda la promoción del evento -Lista de los participantes -Encuentro de negocio b2b -3 Entradas full Access al evento para Staff por evento -Logotipo de Pharr en Toda la promoción del evento -Literatura de Pharr en todas las carpetas de los participantes -Participación de Pharr en Panel de Logística.
--

INVOICE INFORMATION:

Facturar a:

COMPANY NAME: Nombre Empresa		PHARR INTERNATIONAL BRIDGE	
COMPANY TAX ID No: R.F.C de la empresa.			
CONTACT NAME: Representante:		EZEQUIEL ORDOÑEZ	
ADDRESS: Direccion:		9900 S CAGE	
		ZIP CODE C.P.	78577
CITY: Ciudad :	PHARR	STATE: Estado	TEXAS
		COUNTRY: Pais:	USA
TEL 1:	(956) 402-4660	TEL 2:	
E-MAIL:		ezequiel.bridgepharr@gmail.com	
		FAX:	

MR. EZEQUIEL ORDOÑEZ

ACCEPTED BY

ACEPTO

MEXICO NOW

SERVICIO INTERNACIONAL DE INFORMACION S.A.
DE C.V.



Conference Objectives

- Objectively analyze the business conditions of Mexico's Auto and Auto Parts Industries
- Obtain detailed and privileged information on Mexico's Auto Industry
- Interact with Mexico's Auto OEM representatives and Auto Parts plant managers
- Develop an itemized operating pro-forma of a potential near-shore manufacturing project in Mexico
- Hear from industry experts about the opportunities to participate in Mexico's Auto Industry value Chain

Auto Industry Subjects

- Business dynamics of main OEM's and Auto Parts manufacturers, demand forecast
- Domestic and export markets
- Comparison of Mexico's Auto Industry with the Global, US's & China's Auto Industries
- Auto Parts industry analysis and trends
- Labor productivity and competitiveness benchmarks
- Legal and tax aspects of the Auto Industry in Mexico
- Current and future regional auto clusters
- Manufacturing options, structures and detailed costs
- Auto and Auto parts logistics
- Industrial Real Estate, location and costs

Speakers



EDUARDO SOLÍS
MEXICAN ASSOCIATION OF THE
AUTOMOTIVE INDUSTRY (AMIA)
Executive President



OSCAR ALBIN
MEXICAN ASSOCIATION OF AUTOMOTIVE PARTS
MANUFACTURERS (OAPM)
Executive President



GUILLERMO PRIETO
NATIONAL AUTOMOTIVE DEALER ASSOCIATION
(ANAD)
Executive President



JUN UMEHARA
TOYOTA MOTOR ENGINEERING & MFG.
CO., LTD.
Group Vice President



CHRISTOPHER RECKTENWALD
FORD OF MEXICO
VP Purchasing and Supplier Quality



CARLOS LUNA
VOLKSWAGEN DE MEXICO
Executive Vice President



JORGE VALLEJO
MITSUBISHI MOTORS OF MEXICO
President and CEO



ARMANDO ÁVILA
NISAN MEXICANA
Manufacturing VP



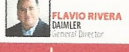
CARLOS GÓMEZ
CONTINENTAL
Executive and SQM Mexico Director



ABRAHAM TUERINA
METALSA
Coordinator Strategy Nuevo Leon & G



GERARDO LUNA
DAIMLER
Plant Manager



FLAVIO RIVERA
DAIMLER
Regional Director



THOMAS KARIG
KRONOS
Consultant



BRUCE BELZOWSKI
UNIVERSITY OF MICHIGAN'S TRANSPORTATION
RESEARCH INSTITUTE (UMTRI)
Executive Director



GUIDO VILADOZO
HS MARIT
Sr. Manager, Americas Light Vehicle Sales
Forecasting



RICARDO CASTRO
BAKER & MCKENZIE
Partner, Employment



GERARDO GÓMEZ
J.B. POWER MEXICO
Sr. Director Country Manager Mexico



SERGIO ORNELAS
MEXICANOW
CEO

Sponsorships Packages

1 X 2 Mts	Stand	\$5,500 dhs.
6 X 2 Mts	Double Stand	\$2,500 dhs.
5 X 5 Mts	Island	\$10,500 dhs.

Contact Sergio Ornelas

USA : (915) 449-5404
sergio@mexico-now.com

Conference Costs

(Exclusive for Manufacturers)

**USD \$500 + TAX
FULL ACCESS**
(Includes: access to conference sessions,
workshop fees, meals, B2B Meetings*
and plant visits*)

**USD \$200 + TAX
LIMITED ACCESS**
(Includes: access to conference sessions,
workshop fees, meals, B2B Meetings*
and plant visits*)

Registration Fee doesn't include hotel, nor air transportation.
Terms and Conditions apply.

EXHIBITION FLOOR



EXHIBITORS

- 3 FRONTERAS STAND 58
- ABITAT STAND 119
- ADECO STAND 98
- AMERICAN INDUSTRIES STAND 33
- AMC ENGINEERING STAND 102
- ANAEROBIA STAND 92
- BAKER & MCKENZIE STAND 39
- BANCO BASE STAND 51, 52
- BANCOMEX STAND 45
- BAZZ HOUSTON STAND 47
- BOCAR GROUP STAND 67
- BRIDGESTONE DE MEXICO STAND 59
- CAM AUTOMATIZACION STAND 148
- CARGO GROUP STAND 146, 147
- CHUFANI ISLAND M
- CIDESI STAND 46, 50
- CIESA STAND 117
- CITY OF LARDO STAND 40
- COLLIERS STAND 122
- CONTINENTAL AUTOMOTIVE STAND 63
- COPACHISA STAND 42
- CUBIMSA STAND 80
- CUSHMAN AND WAKEFIELD PIRES INTL. STAND 70
- DICEX STAND 24
- DINASA STAND 82
- DOW MEXICO STAND 34, 35
- DURANGO STATE GOVERNMENT STAND 128
- ESTRUCTURAS SOLANA STAND 43
- EUTECTIC STAND 95, 100
- FC FLEHBER CUSTOM BROKERAGE STAND 75
- FINSA STAND 125
- GO GLOBAL STAND 83
- GONZALEZ AUTOMOTIVE STAND 145
- GRUPO GP STAND 20, 21
- GRUPO TRESS STAND 116
- HASKELL STAND 56
- HELMUT FISCHER STAND 144
- HERMOSILLO Y ASOCIADOS STAND 85
- HONDA LOCK MEXICO SA, DE CV STAND 12
- IHO STAND 53
- INTERMEX ISLAND I
- IRM STAND 37
- KIA ISLAND H
- KRONOS STAND 149
- MAKINO STAND 143
- MANIEWICZ STAND 88
- MARIBO STAND 154
- MFG SOLUTIONS INC. STAND 123, 126
- MTS SYSTEMS CORPORATION STAND 38
- NEWMARK KNIGHT FRANK STAND 94
- NINSKERS STAND 131
- NUOVO LEON ISLAND C
- PARQUE INDUSTRIAL EL MARQUES STAND 115, 118
- PAULO STAND 22
- PEASA ISLAND B
- PLASMATREAT STAND 121
- RMSG STAND 77
- RYDER STAND 48
- SCHAEFER SYSTEMS INTL., INC. STAND 86
- SCHNELLECKE STAND 124
- STARLINE STAND 79
- STIVA STAND 26, 27
- TECMA ISLAND G
- TEXTAPE INC. MEXITAPE STAND 127
- TRANSTELCO STAND 114
- VESTA STAND 89
- VH GLOBAL LOGISTICS STAND 91
- W SILVER STAND 76
- YUENHONG USA STAND 54
- ZF EL SALTO STAND 9



www.mexicoautosummit.com

Tikal Group, LLC
550 S Mesa Hills Dr, Suite B3
El Paso, TX 79912

EIN #46 4939453

Invoice

Date	Invoice #
10/2/2018	0011

Bill To
Pharr International Bridge Luis Bazan 9900 S. CAGE PHARR, TX 78577

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Sponsorship Packet in Mexico's Auto Industry Summit	5,500.00	5,500.00
Thank you for your business.		Total	\$5,500.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.L.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action authorizing City Manager to approve Topgolf agreement for the Pharr International Bridge Produce Appreciation Mixer for \$3,103.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Topgolf event agreement with the Pharr International Bridge for a Produce Appreciation Mixer on November 20, 2018.

Financial Consideration: \$3,103

Staff Recommendation: Approval for event agreement authorization with Topgolf to host the Pharr International Bridge Produce Appreciation Mixer on November 20, 2018. This mixer is done in appreciation for the produce companies that donated produce for the Start of the Produce Season event that took place on October 11, 2018.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Created/Initiated - 10/30/2018

Luis Bazan

Approved - 10/30/2018

Patricia Rigney

Approved - 10/30/2018

Sandra Zamora

Approved - 10/31/2018

Karla Moya

Approved - 10/31/2018

City Management Office

Final Approval - 11/01/2018

YOUR EVENT WILL TAKE PLACE AT:
Topgolf Pharr

1901 W. Interstate 2, Pharr, TX 78577

<https://topgolf.com/us/pharr/>
Event Sales Manager:

Joaquin Hinojosa
joaquin.hinojosa@topgolf.com
Additional Terms and Conditions found at
www.topgolf.com/eventterms

There are multiple Topgolf locations. Please confirm the Topgolf event booking location listed above is your desired event location. Client Initials:

Pharr International Bridge Mixer - Freddy Flores - 11.20.18
Event Name: Holiday Mixer
Event Date: Tuesday, November 20, 2018

Contact: Freddy Flores
Email: freddy.flores@pharr-tx.gov
Phone: (956) 475-6577

Event Duration: 5:00 PM - 8:00 PM
Event Status: Prospect
Event Guest Count: 30

**Day of
Contact
& Phone:**
Client Initial*:

**Please initial to confirm the date, time and guest count above are correct.*

Booked Space(s)

Location	Package	Set Up	Time	Guest Count
Topgolf Bays	Golf Bays	Standard	5:00 PM - 8:00 PM	30
Portable Bar A	Labor	Standard	5:00 PM - 8:00 PM	50
Chairman's Suite - B	Small Bites	Standard	5:00 PM - 8:00 PM	50
<i>Bay locations are subject to change and not guaranteed, except for floor buyouts.</i>			# of Bays Secured:	6

Food & Beverage Summary

N/A Beverage Service Time:	Entire Duration of Event	Beverage Package Details:	Non-Alcoholic Beverage Package; No Alcohol
Catering Location:	Set up in Chairman Suite	Alcohol Package Service Time:	
Catering Time:	5:30 pm	Bartender(s):	Yes - 1
<i>Catering service time is set as listed above and cannot be adjusted due to the volume of events we host daily.</i>			

Event Enhancements

# of Golf Pro(s) Secured & Designated Time:	0 —	Commemorative Topgolf Gear & Trophies:	(1) Topgolf Blanket for giveaway/raffle/competition winner
<i>Event Enhancements require advanced scheduling/ordering and are subject to availability.</i>			

Menu Selection
30 Small Bites @ \$28.00

Italian Platter (per Guest)

Caprese skewers + Italian meatballs + Tomato bruschetta
Premium Platter

Chicken pot stickers + Shrimp cocktail + Mini crab cakes
Cheese + Charcuterie*

Assortment of cheeses + Cured meats + Pepper jam + house
relish + Candied pecans + pepperoncini + crostini
Hummus + Crudite

Fountain Soda, Iced Tea, Coffee and Water

5 Southern Platter - serves 6 @ \$25.00
Event Space(s)

3 Chairman's Suite - Half Space - Hourly Rental @ \$150.00

30 Topgolf - 3 hours of Unlimited Topgolf Play (PT) @ \$40.00

Event Enhancements

1 Portable Bar Rental @ \$75.00

1 Event Bartender Fee @ \$75.00

1 Topgolf Blanket - Holiday Memento @ \$25.00

Mini pigs in a blanket + Chef 's deviled eggs + Buffalo fried cauliflower 5 Seasonal Sliced Fruit @ \$20.00 Beverage Selection	Other
---	---------------------

Event Notes

- Topgolf Play for 30 Guests for 3 hours
- Chairman Suite B reserved from 5:00 pm - 8:00 pm, for lounge area (max capacity 50 People)
- Festive Bites Buffet set up for 30 Guests in the Chairman Suite
- Portable Bar and Bartender for Bottomless Soda, Iced Tea, Water etc.
- Lifetime Memberships for your guests
- Complimentary Club Rentals
- Reserved Golf Bays
- Game Demonstration
- Dedicated Event Ambassador
- 50% Deposit is required to confirm the date

FOOD ALLERGY NOTICE - Please be advised that food prepared at this facility may contain these ingredients: milk, eggs, wheat, soybean, peanuts, tree nuts, fish, and shellfish. Please notify Topgolf if you are allergic to any products. Topgolf cannot guarantee that any of our products are allergy-free.

This Event Agreement between Topgolf USA Pharr, LLC and the Client named above is made subject to the Event Agreement Terms & Conditions listed below.

EVENT CONFIRMATION & CHARGES

- Fifty percent (50%) deposit and a signed Event Agreement required to confirm the event.
- Deposit may be paid by credit card, cash or company check payable to Topgolf (if approved by Topgolf). Subject to Topgolf's prior written approval, corporate events may also pay by company check payable to Topgolf.
- All rentals, food and beverage are subject to applicable prevailing tax rates.
- Food, beverage and select rentals are subject to a mandatory 20 % service charge.
NOTICE REQUIRED BY SECTION 177.23, SUBD. 9 OF MINNESOTA STATUTES: THE SERVICE CHARGE STATED IN THIS AGREEMENT IS NOT THE PROPERTY OF ANY EMPLOYEES
- All events are subject to a revenue minimum spend prior to applicable taxes, service charges, and outside vendor fees.

FINAL GUEST COUNT

- Final guest count must be confirmed at least seven (7) days prior to the event. Guest count decreases will not be accepted after this deadline.
- Expected (planned) guest count may only be reduced by 20%, if submitted more than 7 days prior to the Event.
- Guest count cannot be reduced below the guest minimum required for event.
- Guest count increases within 72 hours of the event or additional guests on the day of the event will be accommodated if possible based on availability, and a \$10 per person surcharge along with other applicable per person charges will be applied to final balance. Guests not included in this per person charge will not be allowed into the event area.
- Once confirmed, event subtotal cannot be reduced by more than 20% of the original agreement.

FOOD & BEVERAGE

- No outside food or beverages allowed except for store bought cakes which must be in a sealed container with the ingredients clearly labeled.
- Buffet quantities are pre-portioned and served based on the final guest count provided seven (7) days prior to the event. Buffets do not provide unlimited or all-you-can-eat servings. Based on availability, buffets may be replenished the day of your event for an additional fee. Not all buffet items are available to add-on at the time of the event.
- Event food and beverage cannot be packaged "to-go" and must be consumed on-site.
- Due to health code regulations, Client's catering package may be displayed for 90 minutes and cannot be taken home.
- Unused drink tickets are non-refundable.
- All catered menus have a minimum of 12 Guests.

EVENT TIME & SPACE

- All events are a minimum of two (2) hours.
- Event shall begin and end at the contracted times.
- Topgolf will hold event space for 15 minutes past the contracted start time. Should no guests arrive within this time Topgolf reserves the right to release the space.
- Extension of the event space is subject to space availability and additional charges will apply.
- Specific bays are not guaranteed unless otherwise noted on this Event Agreement for full-floor buyouts and groups that purchase the rental of an Event room.
- Topgolf reserves the right to reassign or substitute the Client's reserved event space to a comparable space to accommodate both the Client and all other guests using Topgolf's facilities.

FINAL PAYMENT

- Final payment equal to the Total Outstanding Charges as set forth in this Event Agreement less deposit paid is due in full three (3) business days prior to your event.
- Topgolf accepts credit card, cash or company check payable to Topgolf (if approved by Topgolf).
- If final payment is not received within three (3) business days prior to the event, Topgolf reserves the right to cancel the event and retain the deposit. Topgolf does not retain credit cards on file.
- Any additional charges on the day of the event must be paid in full at the conclusion of the event.

EVENT REFUND, CANCELLATION & RESCHEDULE POLICY

- More than thirty (30) days prior to the event date, fifty percent (50%) of the deposit will be refunded.
- Less than thirty (30) days but more than seven (7) days prior to the event date, the full deposit shall be forfeited by Client and retained by Topgolf.
- Less than seven (7) days prior to the event, the full deposit shall be forfeited and the Client is responsible for the contracted Event Agreement amount and any remaining balance.
- This cancellation policy remains in effect regardless of the weather on the day of the scheduled event as Topgolf can be played regardless of the weather conditions, except for any force majeure event.
- If Client reschedules the event, the Client must notify Topgolf at least thirty (30) days prior to the event date. Any rescheduling must take place within six (6) months of the original scheduled event date.

ALCOHOLIC BEVERAGES

- Topgolf reserves the right to inspect the identification of any person.
- Topgolf will fully comply with all alcoholic beverage control laws including, without limitation: (i) requesting proper legal identification of any person of questionable age; (ii) refusing service of any alcoholic beverages to any person or persons who are underage or cannot produce, upon request, proper identification, in Topgolf's sole and absolute discretion; and (iii) refusing service of any alcoholic beverage to any person or persons, who, in Topgolf's sole and absolute discretion, appears to be intoxicated or under the influence of mind altering substance.
- If minors attending the Event are observed consuming alcoholic beverages on the Facility premises, Topgolf, in its sole and absolute discretion, shall have the right to immediately terminate the Event without any further obligation to the Client or any of the guests of the Event.

SUMMARY OF CHARGES

Menu Selections	Subtotal
30 Small Bites @ \$28.00	\$840.00
5 Southern Platter - serves 6 @ \$25.00	\$125.00
5 Seasonal Sliced Fruit @ \$20.00	\$100.00
Additional Beverages	
Event Space(s)	
3 Chairman's Suite - Half Space - Hourly Rental @ \$150.00	\$450.00
30 Topgolf - 3 hours of Unlimited Topgolf Play (PT) @ \$40.00	\$1,200.00
Event Enhancements	
1 Portable Bar Rental @ \$75.00	\$75.00
1 Event Bartender Fee @ \$75.00	\$75.00
1 Topgolf Blanket - Holiday Memento @ \$25.00	\$25.00
Other	

Billing Summary

	Charges	Taxes	Service Charge	Total Charges
Event Product Details	\$2,890.00	\$0.00	\$213.00	\$3,103.00

Payment Summary

Total Payments	\$0.00
-----------------------	---------------



Total Outstanding Charges		\$3,103.00
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The signatory below is either the Client or one person authorized to enter into this Event Agreement on behalf of the Client.

[CLIENT]

By:

Title:

Date:

TOPGOLF

By:

Title:

Date:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.M.

DATE SUBMITTED: October 15, 2018

MEETING DATE: November 5, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action authorizing City Manager to award a Purchase Contract to Tenzo McAllen LLC (Buy Board Contract) for the Purchase and Installation of Shade Structures for the Pharr Aquatic Center. (Project #1819-01-522-P001-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Aquatic Center wishes to add shade structures to the facility.

Financial Consideration: Cost of material and labor shall be \$62,433.00.

Staff Recommendation: Staff recommends that the City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo

Sergio Alanis

Sandra Zamora

Karla Moya

City Management Office

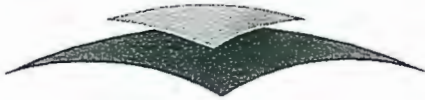
Created/Initiated - 10/15/2018

Approved - 10/22/2018

Approved - 10/30/2018

Approved - 10/30/2018

Final Approval - 11/01/2018



TENZO McAllen

Proposal

TENZO MCALLEN LLC
1002 HOERNER RD
MISSION TX 78572

Bill To
PHARR ACUATIC CENTER
1000 S Fir St
Pharr,Tx 78577

Proposal #	2448
Date	9/14/2018
Buy Board #	512-16

Ship To PHARR ACUATIC CENTER 1000 S Fir St Pharr,Tx 78577
--

Contact Name CARLOS BRACAMONTES

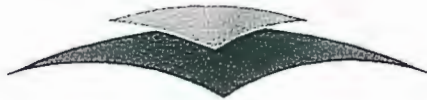
Price Subject To Change Until 10/28/2018
--

Due Date 30 Workings days

Item	Description		Cost	Qty	Amount
WAVE CANOPY	Structure Size	12' x 12'	\$ 5,777.00	3	\$ 17,331.00
12' x 12'	Structure Design	Wave	\$ -	0	\$ -
	Security Cameras	-	\$ -	0	\$ -
	Fabric Brand	95-340	\$ -	0	\$ -
	Fabric Color	TBD	\$ -	0	\$ -
	No. of Fabrics	3	\$ -	0	\$ -
	Steel Finish	Powder Coating	\$ -	0	\$ -
	Steel Color	TBD	\$ -	0	\$ -
	No of Columns	6	\$ -	0	\$ -
	Footing Type	UES	\$ -	0	\$ -
	Anchor Bolts	UES	\$ -	0	\$ -
	Base Attachment	UES	\$ -	0	\$ -
	Foundations	-	\$ -	0	\$ -
	Cable/HDW Finish	Galvanized	\$ -	0	\$ -
	Gutter System	-	\$ -	0	\$ -
	Engineering Seal	Included	\$ -	0	\$ -
		-	\$ -	0	\$ -

Notes	All materials,equipment and labor according plans and specs provided for project name above.

10 Years warranty for discoloration.	Subtotal	\$ 17,331.00
In case of Hurracaine or act of God the warranty wont be valid.		\$ -
	Total Invoice Amt	\$ 17,331.00
	Sales Tax	\$ -
	TOTAL	\$ 17,331.00



TENZO McAllen

Proposal

TENZO MCALLEN LLC
1002 HOERNER RD
MISSION TX 78572

Proposal #	2450
Date	9/14/2018
Buy Board #	512-16

Bill To
PHARR ACUATIC CENTER
1000 S Fir St
Pharr,Tx 78577

Ship To
PHARR ACUATIC CENTER
1000 S Fir St
Pharr,Tx 78577

Contact Name
CARLOS BRACAMONTES

Price Subject To Change Until
10/28/2018

Due Date
30 Workings days

Item	Description		Cost	Qty	Amount
CANOPY CANTELEVER	Structure Size	25' x 19'	\$ 7,999.00	2	\$ 15,998.00
25' x 19'	Structure Design	Hip	\$ -	0	\$ -
	Security Cameras	-	\$ -	0	\$ -
	Fabric Brand	95-340	\$ -	0	\$ -
	Fabric Color	TBD	\$ -	0	\$ -
	No. of Fabrics	2	\$ -	0	\$ -
	Steel Finish	Powder Coating	\$ -	0	\$ -
	Steel Color	TBD	\$ -	0	\$ -
	No of Columns	6	\$ -	0	\$ -
	Footing Type	UES	\$ -	0	\$ -
	Anchor Bolts	UES	\$ -	0	\$ -
	Base Attachment	UES	\$ -	0	\$ -
	Foundations	-	\$ -	0	\$ -
	Cable/HDW Finish	Galvanized	\$ -	0	\$ -
	Gutter System	-	\$ -	0	\$ -
	Engineering Seal	Included	\$ -	0	\$ -
		-	\$ -	0	\$ -

Notes	All materials,equipment and labor according plans and specs
	provided for project name above.

10 Years warranty for discoloration.	Subtotal	\$ 15,998.00
In case of Hurracaine or act of God the warranty wont be valid.		\$ -
	Total Invoice Amt	\$ 15,998.00
	Sales Tax	\$ -
	TOTAL	\$ 15,998.00



TENZO McAllen

Proposal

TENZO MCALLEN LLC
1002 HOERNER RD
MISSION TX 78572

Proposal #	2451
Date	9/14/2018
Buy Board #	512-16

Bill To
PHARR ACUATIC CENTER
1000 S Fir St
Pharr,Tx 78577

Ship To
PHARR ACUATIC CENTER
1000 S Fir St
Pharr,Tx 78577

Contact Name
CARLOS BRACAMONTES

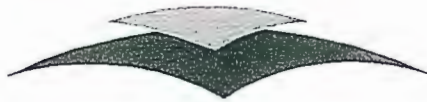
Price Subject To Change Until
10/28/2018

Due Date
30 Workings days

Item	Description		Cost	Qty	Amount
HIP CANOPY	Structure Size	12' x 12'	\$ 6,777.00	2	\$ 13,554.00
12' x 12'	Structure Design	HIP	\$ -	0	\$ -
TOWER ✓	Security Cameras	-	\$ -	0	\$ -
	Fabric Brand	95-340	\$ -	0	\$ -
	Fabric Color	TBD	\$ -	0	\$ -
	No. of Fabrics	2	\$ -	0	\$ -
	Steel Finish	Powder Coating	\$ -	0	\$ -
	Steel Color	TBD	\$ -	0	\$ -
	No of Columns	8	\$ -	0	\$ -
	Footing Type	UES	\$ -	0	\$ -
	Anchor Bolts	UES	\$ -	0	\$ -
	Base Attachment	UES	\$ -	0	\$ -
	Foundations	-	\$ -	0	\$ -
	Cable/HDW Finish	Galvanized	\$ -	0	\$ -
	Gutter System	-	\$ -	0	\$ -
	Engineering Seal	Included	\$ -	0	\$ -
		-	\$ -	0	\$ -

Notes	All materials,equipment and labor according plans and specs
	provided for project name above.

	10 Years warranty for discoloration.	Subtotal	\$ 13,554.00
	In case of Hurracaine or act of God the warranty wont be valid.		\$ -
		Total Invoice Amt	\$ 13,554.00
		Sales Tax	\$ -
		TOTAL	\$ 13,554.00



TENZO McAllen

Proposal

TENZO MCALLEN LLC
1002 HOERNER RD
MISSION TX 78572

Proposal #	2452
Date	9/14/2018
Buy Board #	512-16

Bill To
PHARR ACUATIC CENTER
1000 S Fir St
Pharr,Tx 78577

Ship To
PHARR ACUATIC CENTER
1000 S Fir St
Pharr,Tx 78577

Contact Name
CARLOS BRACAMONTES

Price Subject To Change Until
10/28/2018

Due Date
30 Workings days

Item	Description		Cost	Qty	Amount
CANOPY CANTELEVER	Structure Size	25' x 19'	\$ 7,775.00	2	\$ 15,550.00
25' x 19'	Structure Design	Hip	\$ -	0	\$ -
BATHROOMS ✓	Security Cameras	-	\$ -	0	\$ -
	Fabric Brand	95-340	\$ -	0	\$ -
	Fabric Color	TBD	\$ -	0	\$ -
	No. of Fabrics	2	\$ -	0	\$ -
	Steel Finish	Powder Coating	\$ -	0	\$ -
	Steel Color	TBD	\$ -	0	\$ -
	No of Columns	3	\$ -	0	\$ -
	Footing Type	UES	\$ -	0	\$ -
	Anchor Bolts	UES	\$ -	0	\$ -
	Base Attachment	UES	\$ -	0	\$ -
	Foundations	-	\$ -	0	\$ -
	Cable/HDW Finish	Galvanized	\$ -	0	\$ -
	Gutter System	-	\$ -	0	\$ -
	Engineering Seal	Included	\$ -	0	\$ -
		-	\$ -	0	\$ -

Notes	All materials,equipment and labor according plans and specs provided for project name above.

10 Years warranty for discoloration.	Subtotal	\$ 15,550.00
In case of Hurracaine or act of God the warranty wont be valid.		\$ -
	Total Invoice Amt	\$ 15,550.00
	Sales Tax	\$ -
	TOTAL	\$ 15,550.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.N.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Ricardo Pedraza, Public Works
Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to add the attached Public Works surplus items to the upcoming auction list.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Public Works has additional surplus items which are listed and shown in the attachments we would like to add to the upcoming City auction to be held on November 10th, 2018.

Financial Consideration: This item will generate revenue.

Staff Recommendation: Staff recommends adding the items listed and shown in the attachments to the auction list.

Alternatives:

ROUTING:

Ricardo Pedraza

Patricia Rigney

Sandra Zamora

Karla Moya

City Management Office

Created/Initiated - 10/30/2018

Approved - 11/01/2018

Approved - 11/01/2018

Approved - 11/02/2018

Final Approval - 11/02/2018



Pharr



CITY OF PHARR

SURPLUS/SALVAGE - AUCTION

ITEM NO.	FUND	CATEGORY	DESCRIPTION (ie: Noun, description)	SERIAL NUMBER	COP PROPERTY ID	YR/MFG. MODEL #	CONDITION: OPERABLE/ INOPERABLE	IF "OPERABLE" EXPLAIN REASON(S) FOR NEED TO DISPOSE (ie: MILEAGE/LTD MAINT)	SUBMITTED BY	DATE SUBMITTED
1	GENERAL	PARTS	CHEVY WHEELS	N/A	N/A					
2	GENERAL	EQUIPMENT	THERMO MACHINE	320405256	N/A	320405266	INOPERABLE	DON'T WORK	TRAFFIC	10/18/2018
3	GENERAL	EQUIPMENT	AIR COMPRESSOR	NO PLATE	N/A	N/A	INOPERABLE	DON'T WORK	ROW	10/18/2018
4	GENERAL	CAR PARTS	CHEVY WHEELS/TIRES	N/A	N/A	N/A	OPERABLE	REMOVE FROM SIEZED UNIT	POLICE	10/18/2018
5	GENERAL	TOOLS	TOOL BOX	N/A	N/A	N/A	OPERABLE/ INOPERABLE	NO USE FOR THEM WORN OUT DRAWERS	SERVICE CENTER	10/18/2018
6	GENERAL	TOOLS	TOOL BOX	N/A	N/A	N/A	OPERABLE/ INOPERABLE	NO USE FOR THEM WORN OUT DRAWERS	SERVICE CENTER	10/18/2018
7	GENERAL	TOOLS	TOOL BOX	N/A	N/A	N/A	OPERABLE/ INOPERABLE	NO USE FOR THEM WORN OUT DRAWERS	SERVICE CENTER	10/18/2018
8	GENERAL	TOOLS	FLOOR JACK	N/A	N/A	N/A	INOPERABLE	DON'T WORK	SERVICE CENTER	10/18/2018
9	GENERAL	TOOLS	FLOOR JACK	n/a	N/A	N/A	INOPERABLE	DON'T WORK	SERVICE CENTER	10/18/2018
10	GENERAL	TIRES	TIRE X 7 TIRES	N/A	N/A	N/A	OPERABLE/ INOPERABLE	OFF FIRE TRUCK OLD TIRES	FIRE	10/18/2018
11	GENERAL	TIRES	11- TIRES	N/A	N/A	N/A	INOPERABLE	OLD TIRES SIZES CANT USE ANY MORE	ALL DEPT	10/18/2018
12	GENERAL	ACCESSOIRES	FORKLIFT FORKS	N/A	N/A	N/A	OPERABLE	REMOVED FROM RECYCLING FORKLIFT	RECYCLING CENTER	10/18/2018
13	GENERAL	TOOLS	IMPACT AIR GUNS X 7 UNITS	N/A	N/A	N/A	INOPERABLE	WORN OUT NOT FIXABLE	SERVICE CENTER	10/18/2018
14	GENERAL	ACCESSOIRES	2 SETS FRONT FORKLIFT FORKS/GUARD	N/A	N/A	N/A	OPERABLE	REMOVE FROM FORKLIFT TO APPLY ROTATOR	RECYCLING CENTER	10/18/2018





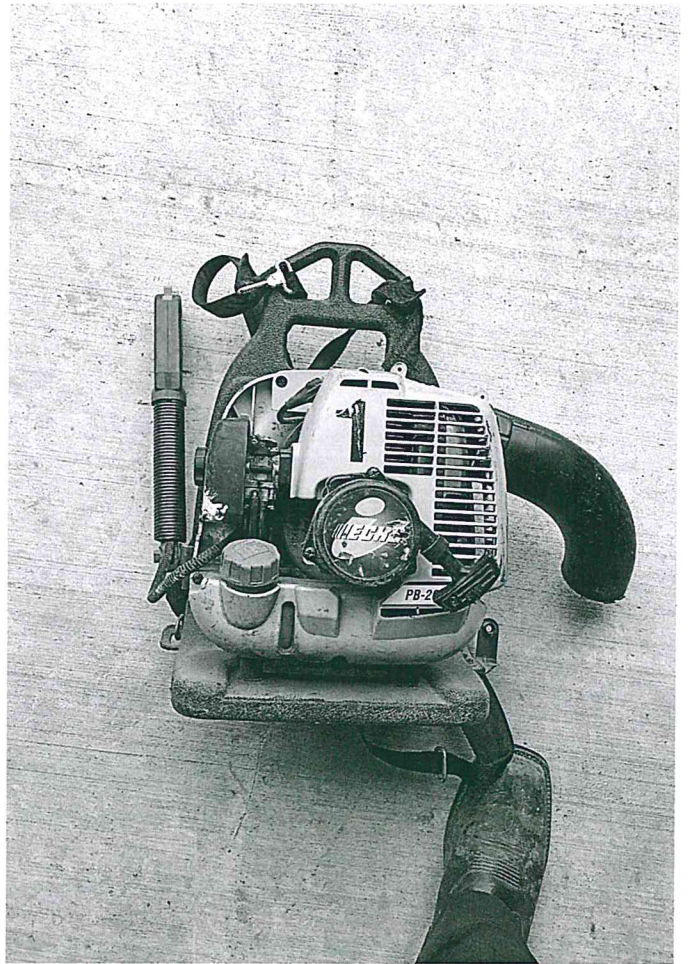
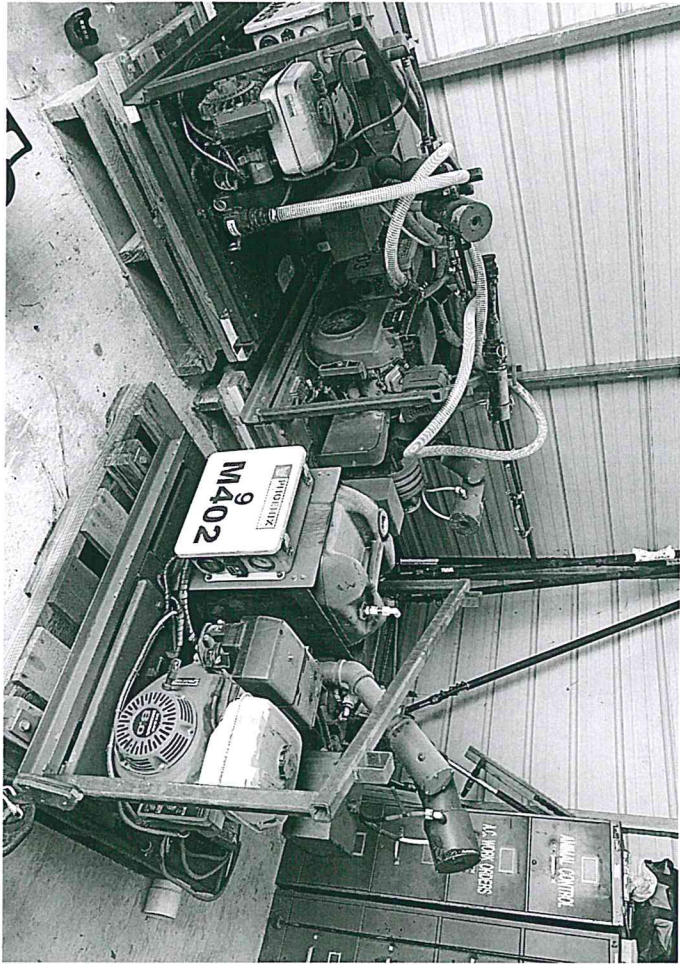


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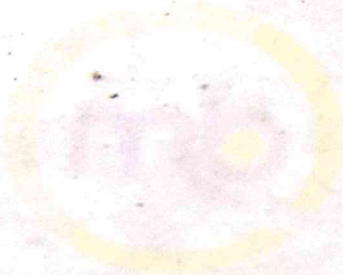








MANUFACTURED BY



HYSTER
FORKLIFT TRUCKS

MODEL	03204 05266
SERIAL NO.	0320405266
CAPACITY	
DATE	1-15-05



Pharr



CITY OF PHARR

SURPLUS/SALVAGE - AUCTION

ITEM NO.	FUND	CATEGORY	DESCRIPTION (ie: Noun, description)	SERIAL NUMBER	COP PROPERTY ID	YR/MFG. MODEL #	CONDITION: OPERABLE/ INOPERABLE	IF "OPERABLE" EXPLAIN REASON(S) FOR NEED TO DISPOSE (ie: MILEAGE/LTD MAINT)	SUBMITTED BY	DATE SUBMITTED
1	General	Drainage Equip	Water Pump ; GCAAK-1036895	N/A	N/A		Inoperable (motor only)		Luis Marin	11/1/2018
2	General	Drainage Equip	Water Pump ; GC2-8674376	N/A	N/A		Inoperable (motor only)		Luis Marin	11/1/2018
3	General	Drainage Equip	Water Pump ; GX160-163=GCABT-2919809	N/A	N/A		Inoperable (motor only)		Luis Marin	11/1/2018
4	General	Drainage Equip	Water Pump ; GCBI-2919813	N/A	N/A		Inoperable (motor only)		Luis Marin	11/1/2018
5	General	Drainage Equip	Water Pump ; T1987498	SN#140611073	N/A		Motor seized up		Luis Marin	11/1/2018
6	General	Equipment	Saw, STIHLT Saw-TS420	S/N 4238351G501 E	N/A		Inoperable		Luis Marin	11/1/2018
7	General	Equipment	Saw, STONE-Devil Concrete saw	S/N 372009081	N/A		Inoperable		Luis Marin	11/1/2018
8	General	Equipment	Compactor, HONDA GX-Compactor	S/N 15426	N/A		Inoperable		Luis Marin	11/1/2018
9	General	Equipment	Saw, MAKITA Saw-DPC7331	S/N 1002320053	N/A		Inoperable		Luis Marin	11/1/2018
10	General	Equipment	Generator, RYOBI Generator	S/N ET14301DI 10079	N/A		Inoperable		Luis Marin	11/1/2018
11	General	Equipment	Generator, TITAN Generator	S/N 4097	N/A		Inoperable		Luis Marin	11/1/2018
12	General	Equipment	Compactor, STONE- Compactor	S/N 102005416	N/A		inoperable		Luis Marin	11/1/2018
13	General	Equipment	Compactor, STONE- Compactor	S/N 102005417	N/A		Inoperable		Luis Marin	11/1/2018
14									Luis Marin	11/1/2018



MEMORANDUM

DATE: 10/30/2018

TO: Ricardo Pedraza; Public Works Director

FROM: Luis Marin; Street & Drainage Supervisor

Thru:

SUBJECT: Public Works Surplus Items for Auction
--

Water Pumps

GCAAK-1036895

GC2-8674376

GX160-163=GCABT-2919809

GCBI-2919813

T1987498 SN#140611073

STIHLT Saw-TS420 -4238351G501 E

STONE-Devil Concrete saw-SN-372009081

HONDA GX-Compacter-SN# 15426

MAKITA Saw-DPC7331-SN #1002320053

RYOBI Generator-SN #ET14301D110079

TITAN Generator-SN# 4097

STONE- Compacter- S#102005416

STONE- Compacter-S# 102005417









AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.O.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action ratifying various contracts with S&GE.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Purchasing Department is reconciling various S&GE contracts prior to final payment and have identified various items that require ratification by the City Commission.

Contract: Replacement of Clarifier #2 Mechanical Sludge Collection System
(Project #1617-02-582-0033)

Issue: Approve Amendment No. 1 in the amount of \$14,446 (**June 2016**)

Contract: Hike & Bike Sewer Adjustment & LS #1 and Forcemain Diversion
(Project #1617-01-528-0087)

Issue: Approval to accept termination of contract and decrease final contract amount by \$2,595 for various scope modifications. (**August 2018**)

Contract: LS #25 Field Inspection Services (Project #1617-02-582-0032)

Issue: Approve Amendment No. 1 in the amount of \$2,350 (**August 2016**)

Contract: Water Transmission Mains Project (Project #1617-02-582-0034)

Issue: Approve Amendment No. 2 in the amount of \$58,055.00 (**April 2015**)

Financial Consideration: The first (3) projects are already encumbered.
The only project pending encumbrance is the last one for \$10,880.00.

Contract: Replacement of Clarifier #2 Mechanical Sludge Collection System
(Project #1617-02-582-0033) PO #172499 \$301.25 (pndg pmt)

Contract: Hike & Bike Sewer Adjustment & LS #1 and Forcemain Diversion
(Project #1617-01-528-0087) PO #169917 \$2,975.00(pndg pmt)

Contract: LS #25 Field Inspection Services
(Project #1617-02-582-0032) PO #169891 \$5,710.00 (pndg pmt)

Contract: Water Transmission Mains Project
(Project #1617-02-582-0034) Pending PO \$10,880.00 (pndg pmt)

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/30/2018
Omar Anzaldua	Approved - 10/30/2018
Sandra Zamora	Approved - 11/01/2018
Patricia Rigney	Approved - 11/02/2018
Karla Moya	New -
City Management Office	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.P.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action ratifying the actions taken on Amendment No. 1 for the Development of Plan for Second Exit from Pharr International Bridge Port of Entry (POE) to Border Safety Inspection Facility (BSIF). (Project #1718-01-528-0033)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The purchasing department is reconciling the contract with TEDSI for the Development of Plan for Second Exit from Pharr International Bridge Port of Entry (POE) to Border Safety Inspection Facility (BSIF) prior to final payment and have identified Amendment No. 1 in the amount of \$617,776 requires ratification by the City Commission.

Amendment No. 1 was executed by the City Manager on June 8, 2017

Financial Consideration: This amendment has already been paid to the consultant.

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Omar Anzaldua
Omar Anzaldua
Sandra Zamora
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 10/30/2018
Approved - 10/30/2018
Approved - 10/31/2018
Approved - 11/01/2018
Approved - 11/01/2018
Final Approval - 11/01/2018

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

AMENDMENT No. 1

The Contract between **TEDSI Infrastructure Group, Inc.** and the **City of Pharr** which was executed by the parties on **April 07, 2016** for **Development of Plan for Second Exit from Pharr International Bridge Port of Entry (POE) to Border Safety Inspection Facility (BSIF)** is hereby amended by mutual agreement as follows:

A. Modification to Section 1 - Scope of Work - Additional Scope of Work

1. Add the following tasks to the Scope of Work:

- Task I General Management/Coordination for the Pharr/Reynosa International Bridge Roadway and Inspection Building Facility Improvements project.
- Task II Preliminary Design and Scope of Service for the Pharr/Reynosa International Bridge Roadway Improvements project.
- Task III Execute a Topographic Survey within the project limits.
- Task IV Develop Schematic Design for the Northbound Lanes, and 2nd Border Safety Inspection Facility Exit, will include Inspection Booths/Canopies Develop Separate Preliminary Construction Cost Estimate for CSJ 0921-02-928 and 0921-02-931.
- Task V Prepare PS&E for the Northbound Lanes improvements project (CSJ: 0921-02-931).
- Task VI Prepare PS&E for the 2nd BSIF Exit improvements project (CSJ: 0921-02-928).
- Task VII Provide Utility Coordination Management for the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.
- Task VIII Provide Architectural Services for the Inspection Booths and Canopies associates with the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.
- Task IX Provide Structural Services for the Inspection Booths and Canopies associates with the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.
- Task X Provide Electrical Services for the Inspection Booths and Canopies associates with the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.
- Task XI Provide Geotechnical Engineering Services for the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.
- Task XII Provide Environmental (Categorical Exclusion) Support Services for the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.
- Task XIII Prepare Bidding Documents for the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Task XIV Assist the Gifting Authority with the Bid Process for the Northbound Lanes (CSJ: 0921-02-931) and 2nd BSIF Exit (CSJ: 0921-02-928) improvement projects.

B. Modification to Section 5 - Professional Service Fee - Increase to Fee

1. Add the following fees:

Task I	Task I	\$ 20,580.00
Task II	Task II	\$ 15,100.00
Task III	Task III	\$ 16,127.00
Task IV	Task IV	\$ 62,250.00
Task V	Task V	\$ 34,935.00
Task VI	Task VI	\$ 50,070.00
Task VII	Task VII	\$ 23,680.00
Task VIII	Task VIII	\$133,985.00
Task IX	Task IX	\$ 63,828.00
Task X	Task XA	\$ 82,159.00
Task X	*Task XB	\$ 20,406.00*
Task XI	Task XI	\$ 23,983.00
Task XII	Task XII	\$ 26,562.00
Task XIII	Task XIII	<u>\$ 44,110.00</u>

\$617,776.00 Total Increase Fee (See Exhibit C-1)

*** Hourly Not to exceed amount with rates as follows (For Electrical Services):**

HOURLY RATES	
Principal	\$255
Proj Mgr	\$221
PE	\$170
EIT	\$130
Designer	\$85
Secry	\$65

This amendment adds **\$617,776.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from **\$ 34,370.00** to **\$652,146.00.**

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

Attachments:

Exhibit A-1 – Services to be provided by the Gifting Authority
Exhibit B-1 - Services to be provided by the Engineer
Exhibit C-1 – Fee Proposal

PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

Approval of Amendment No. 1

TEDSI Infrastructure Group, Inc.
1201 East Expressway 83
Mission, Texas 78572

By: [Signature] CEO/President
Signature & Title

SIGNED on this the 5 day of June, 2017.

State of TEXAS
County of Hidalgo

This instrument was signed or acknowledge before on Jesus Salinas
by June 5, 2017

[Signature]
Notary Signature

City of Pharr
118 South
Cage
Pharr, TX 78577

[Signature]
Juan G. Guerra, CPA, MBA
City Manager
City of Pharr, Texas

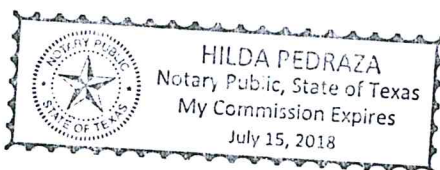


SIGNED on this the 8 day of June, 2017.

State of TEXAS
County of Hidalgo

This instrument was signed or acknowledge before on June 8, 2017
by Juan G. Guerra

[Signature]
Notary Signature



TEDSI Infrastructure Group
Amendment No. 1
EXHIBIT "A-1"
Services to be Provided by the City of Pharr
Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway
Improvements Project
Project Location : Pharr International Bridge Port of Entry (POE)
County : Hidalgo

The following provides an outline of the services to be provided by the **City of Pharr**.

The **City of Pharr** will provide to the **Engineer** the following:

- 1) Prepare and execute a contract
- 2) Authorization to the **Engineer** to begin work.
- 3) Payment for work performed by the **Engineer**.
- 4) Assistance to the **Engineer**, as necessary, to obtain required data and information from CBP, GSA, other local, regional, and state agencies that the **Engineer** cannot easily obtain.
- 5) Secure required Environmental permits from regulatory agencies
- 6) Obtain Right of Entry for engineering and survey on all properties within the project area.
- 7) Develop or provide Right of Way of existing Port of Entry as per TxDOT requirements.
- 8) Acquire additional Easement and/or Right of Way identified by the **Engineer** if necessary.
- 9) Provide any available relevant data that may on file concerning the Project.
- 10) Provide timely review and decisions in response to the **Engineers** request for information and/or submittals and deliverables.
- 11) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- 12) Advertise and award, as assisted and recommended by the **Engineer**, construction contracts for the PS&E developed by the Engineer.
- 13) Attend pre-bid and pre-construction conferences coordinated and conducted by the **Engineer**.
- 14) Provide assistance to **Engineer** where necessary and possible with **City of Pharr** information/resources to ensure project is completed within timely/efficient basis.
- 15) Provide available digital design files.

TEDSI Infrastructure Group
Amendment No. 1
EXHIBIT “B-1”
Services to be Provided by the Engineer
Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway
Improvements Project

Project Location : Pharr International Bridge Port of Entry (POE)
County : Hidalgo

The following provides an outline of the services to be provided by the Engineer for the Design Development of the Northbound lanes Improvements project (CSJ: 0921-02-931) (from International Bridge to initial inspection booths) and the 2nd BSIF Exit project (CSJ: 0921-02-928) (from initial inspection booths to 2nd BSIF exit). This scope of work will include preliminary (Schematic Design) and final design services (PS&E) and issuance of contract documents for construction for the above mentioned projects. PS&E task will begin upon approval of the schematic document by City of Pharr (COP), Custom & Border Protection (CBP)/ General Services Administration (GSA) and Texas Department of Transportation (TxDOT).

DETAIL SCOPE OF WORK FOR PART A

Task I: General Management / Coordination:

This task will be limited to:

- Project Preliminary Design & Development Meetings with City of Pharr (COP), U.S. Custom and Border Protection (CBP), General Services Administration (GSA) and Texas Department of Transportation (TxDOT) limited to three (3) meetings (additional meeting shall be authorized by the City of Pharr as additional and payable as per unit price established on Attachment C-1 Fee Proposal).
- Coordination/Review Meetings (As needed to complete the design).
- Design Site visit by designer (As needed to complete the design).
- Utility Coordination Meetings (4 meetings with Utility providers).
- Internal Design Meetings (4 internal meetings).
- Preliminary Estimate.
- Project Administration / Coordination.
- Engineer/Consultant will provide a line item for up to 25 additional coordination meetings with a NOT TO EXCEED amount (See Scope of Additional Services).

Task II: Preliminary Design Development and Scope of Service:

This task will be limited to:

- Project initiation and familiarization with existing conditions:
 - i. Review of design for compliance with GSA/CBP requirements.
 - ii. Review of survey for completeness.
 - iii. Visit site to confirm project constraints (as needed).
 - iv. Review of Existing As-Builts provided by City of Pharr.
- Preliminary Design

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EXHIBIT “B-1”

Services to be Provided by the Engineer

Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway

Improvements Project

Project Location : Pharr International Bridge Port of Entry (POE)

County : Hidalgo

- i. Northbound lanes and 2nd BSIF Exit.
- ii. Architectural Services for additional inspections (Northbound lanes and 2nd BSIF Exit inspection booths and Canopy).
- iii. Structural Services for additional inspections (Northbound lanes and 2nd BSIF Exit inspection booths and Canopy).
- iv. Electrical, Communication and Security Services for additional inspections (Northbound lanes and 2nd BSIF Exit inspection booths and Canopy).

Task III: Topographic Survey:

Topographical survey will be required along the truck traffic lanes located on the Southside of the port (Northbound lanes improvements project) and along the eastside of the port (2nd BSIF Exit project). Since civil design will be required along the entire south section and east section of the truck traffic lanes within the Pharr/Reynosa International Bridge Facility, The Engineer is proposing to survey these areas from edge of pavement to the Pharr/Reynosa International Bridge Facility property. The existing pavement will be surveyed as well in order to assure that the added pavement drains properly. The topo will commence on the Southside as the truck traffic turns east from the main lanes. The topo will continue east and turn north with the ultimate ending point being on the north end of the port.

This task will be divided in Task III-A (2nd BSIF Exit Improvements project CSJ: 0921-02-928) and Task III-B (Northbound Lanes Improvements project CSJ: 0921-02-931)

This task will be limited to:

- Field ties to all surface improvements located onsite.
- Establishing horizontal and vertical control for the project to be utilized by the contractor
- Obtaining supplemental site topography required for the design. The survey area will encompass the east bound truck traffic lanes located on the Southside of the port and the northbound lanes located on the eastside of the port.
- This does include quality level “B”; determine the existence and horizontal position of the utilities other than wastewater & storm sewer such as communications, electrical conduits, ground boxes, and others within the project limits.
- Existing underground structures or utilities not accessible will be obtained from record drawings and utility locating services.
- This does **not** include quality level “A” (SUE) survey of any subsurface facilities other than wastewater & storm sewer. Quality Level “A” of Subsurface Utility Engineering (Test Holes) if necessary will be an additional service.

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Task IV: Schematic Phase:

This task shall include but not limited to:

- Develop Preliminary Schematic for the Northbound Lanes, and 2nd Border Safety Inspection Facility Exit, will include Inspection Booths/Canopies Develop Separate Preliminary Construction Cost Estimate for CSJ 0921-02-928 and 0921-02-931.
- Develop Design Criteria (DSR).
- Identify Existing Port Of Entry property line and Drainage Easements ownership.
- Coordination with Drainage Easement owners.
- Develop Hydrologic and Hydraulic Drainage Report for work area only. Review of FEMA studies, hydrology, hydraulic analysis and/or coordination with IBWC, AEC or others is not included.
- Submit Schematic to COP/CBP/GSA and TxDOT for review and comments.
- Conduct a meeting with reviewing entities after comments have been received to clarify any questions.
- Revise Schematic to incorporate comments received.
- Prepare Preliminary Engineering Report (PDF).
- Prepare and submit Final Schematic (PDF).
- Upon written approval of Final Schematic we will proceed to PS&E Tasks V and VI for the full construction plans and documents.

Task V: PS&E Northbound Lanes improvement project (CSJ: 0921-02-931):

Updating previously completed 60% PDF plans developed by Cruz-Hogan Consultants Inc. Working CAD files will be developed in Microstation as required by TxDOT standards; Microstation files will be converted to AutoCAD files as per GSA 2016 P100 spec.

This task will be limited to:

- Present 60% PS&E updated set of plans to COP/CBP/GSA and TxDOT (one meeting in McAllen/Pharr, Texas).
- Project Manager will attend a review of the design in McAllen/Pharr, Texas at three (3) major milestones, 60, 90, and 100 percent completion.
- Provide 60%, 90% and 100% Submittal set of drawings and specifications. (Submittal sets will consist of electronic files and hard copies).
- Preparation of drawings in Microstation / AutoCAD (GSA 2016 P100) for inclusion with bid documents.
- Preparation of technical specifications for inclusion with bid documents.
- Design site visits and meetings during design as required, to facilitate project understanding.

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- Prepare Construction Estimate for City of Pharr.

DELIVERABLES (as per TxDOT and GSA 2016 P100 specifications and standards)

The Engineer shall deliver to the COP/CBP/GSA and TxDOT Project Manager one copy and one CD containing PDF's and CAD files of the plan sheets provided, following TxDOT and GSA 2016 P100 standards and specifications, respective of the 60, and 90 percent submittal. The Engineer shall submit one original set accompanied by 2 copies and two CD's containing PDF's and CAD files of the final plans at the final submittal.

Submittal shall include full constructions documents necessary as per TxDOT standards and CBP & GSA recommendations, including but not limited to:

- Title Sheet
- Index Sheet
- Overall Area Existing Plan
- Overall Proposed Improvements Plan
- Typical Sections / pavement structure General Notes
- Estimate & Quantities
- Existing Site Plans
- Traffic Control Plans
 - TCP Layouts
 - TCP Standards
- Proposed Improvements
 - Horizontal and Vertical Control Survey Sheets
 - Proposed Improvement Layouts (8 Sheets Scale 1:50)
 - Miscellaneous Details
 - Standards
- Drainage
 - Hydraulic Calculation Sheets
 - Grading and Drainage Plans
 - Culvert Layouts
 - Miscellaneous Details
 - Standards
- Utilities
 - Existing Utilities Layouts
- Traffic Items
 - Illumination
 - Signing
 - Pavement Markings
 - Standards
- Environmental
 - SW3P Plan
 - SW3P Layouts

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Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway

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- Miscellaneous
 - Removal Sheets
 - Cross Sections

Task VI: PS&E 2nd BSIF Exit improvement project (CSJ: 0921-02-928):

Working CAD files will be developed in Microstation as required by TxDOT standards; Microstation files will be converted to AutoCAD files as per GSA 2016 P100 spec.

This task will be limited to:

- Present 30% PS&E updated set of plans to COP/CBP/GSA and TxDOT (one meeting in McAllen/Pharr, Texas)
- Project Manager will attend a review of the design in McAllen/Pharr, Texas at three (3) major milestones, 30, 60, 90, and 100 percent completion.
- Provide 30%, 60%, 90% and 100% Submittal set of drawings and specifications. (Submittal sets will consist of electronic files and hard copies).
- Preparation of drawings in Microstation / AutoCAD (GSA 2016 P100) for inclusion with bid documents.
- Preparation of technical specifications for inclusion with bid documents
- 3 Site visits and meetings during design, as required to facilitate project understanding
- Prepare Construction Estimate for City of Pharr

DELIVERABLES (as per TxDOT and GSA 2016 P100 specifications and standards)

The Engineer shall deliver to the COP/CBP/GSA and TxDOT Project Manager one copy and one CD containing PDF's and CAD files of the plan sheets provided, following TxDOT and GSA 2016 P100 standards and specifications, respective of the 30, 60, and 90 percent submittal. The Engineer shall submit one original set accompanied by 2 copies and two CD's containing PDF's and CAD files of the final plans at the final submittal.

Submittal shall include full constructions documents necessary as per TxDOT standards and CBP & GSA recommendations, including but not limited to:

- Title Sheet
- Index Sheet
- Overall Area Existing Plan
- Overall Proposed Improvements Plan
- Typical Sections / pavement structure General Notes
- Estimate & Quantities
- Existing Site Plans
- Traffic Control Plans
 - TCP Layouts
 - TCP Standards

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Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway

Improvements Project

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- Proposed Improvements
 - Horizontal and Vertical Control Survey Sheets
 - Proposed Improvement Layouts (8 Sheets Scale 1:50)
 - Miscellaneous Details
 - Standards
- Drainage
 - Hydraulic Calculation Sheets
 - Grading and Drainage Plans
 - Culvert Layouts
 - Miscellaneous Details
 - Standards
- Utilities
 - Existing Utilities Layouts
- Traffic Items
 - Illumination
 - Signing
 - Pavement Markings
 - Standards
- Environmental
 - SW3P Plan
 - SW3P Layouts
- Miscellaneous
 - Removal Sheets
 - Cross Sections

Task VII: Utility Coordination:

This task will be divided in Task VII-A (Utility Coordination for the Northbound Lanes Improvements project CSJ: 0921-02-931) and Task VII-B (Utility Coordination for the 2nd BSIF Exit Improvements project (CSJ: 0921-02-928).

This task will be limited to:

- Coordination Meetings with utility companies as required to fully develop a complete set of construction documents.
- Develop Utility DGN files with information collected.
- Prepare Agendas and Minutes of meetings.
- Determine potential conflicts.
- Prepare Utility Management Coordination Matrix and conflicts resolutions.
- Prepare and provide utility companies exhibits and plans.
- Update CADD files with information received from topographic survey or utility companies.
- Prepare Final Utility Management Coordination Package and Utility Certifications Letter.

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Services to be Provided by the Engineer

Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway Improvements Project

Project Location : Pharr International Bridge Port of Entry (POE)
County : Hidalgo

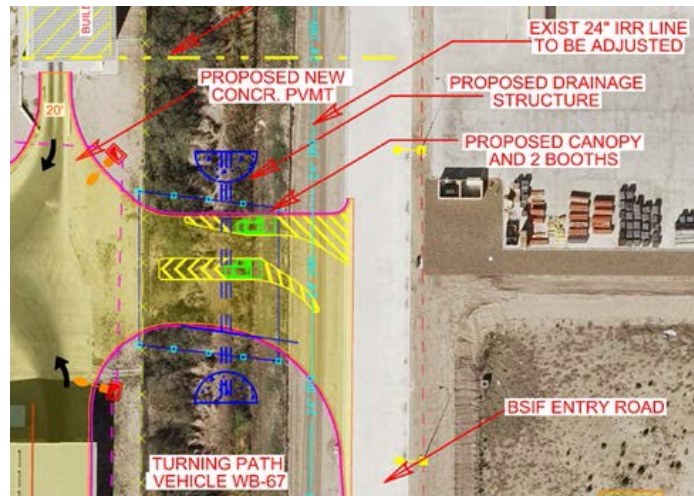
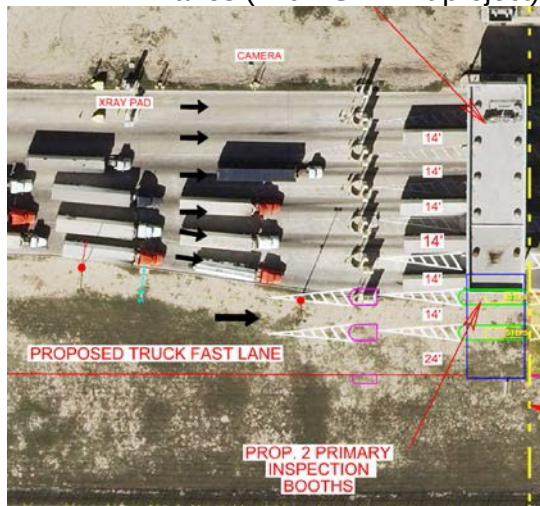
- Subsurface Utility Engineering service is not part of this task, if needed it will be added by supplemental agreement.
- Verification of utility adjustments is not part of this task, if needed it will be added by supplemental agreement.

Task VIII: Inspection Booths and Canopy Architectural Services:

This task will be divided in Task VIII-A (2nd BSIF Exit Improvements project CSJ: 0921-02-928) and Task VIII-B (Northbound Lanes Improvements project CSJ: 0921-02-931)

This task includes the design of two separate booth and canopy structures.

- A) South Fast Lane Canopy expansions – add two booths and extend existing canopy south to cover two drive-thru truck lanes (Northbound lanes improvements project).
- B) New 2nd BSIF Exit – add two booths and new canopy to cover two drive-thru truck lanes (2nd BSIF Exit project).



Site Plan A South Fast Lane Canopy expansion **Site Plan B** New East 2nd BSIF Exit

ASSUMPTIONS

1. COP/GSA will provide as-built drawings of existing booths and canopy for the south Fast Lane.
2. Inspection Booths will be pre-fabricated modular booths (Fast Lane booths) to match existing.
3. Inspection Booths (four) will all be the same design and not be custom designed booths by the architect.

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4. Canopy at East Second Exit will meet the current CBP design requirements match the architecture style of existing Fast Lane Canopy.
5. Engineer will develop site plan and detail site improvements, including booth islands, protective bollards, vehicle barriers; camera supports, and site signage including supports.
6. Engineer will coordinate and provide storm drainage system to receive canopy storm water discharge.
7. Engineer will prepare and distribute all meeting minutes of formal meetings and team teleconferences.
8. Four formal drawing submittals will be required for the City of Pharr review
9. Deliverables will be PDF for 30, 60, and 90 percent submittals and final submittal will be PDF and AutoCAD DWG
10. Engineer will prepare Division 0 and Division 1 specifications if not provided by City of Pharr.
11. Engineer/Consultant will attend 3 site coordination meetings with local design team members present at the port and out of town disciplines (Architectural and Structural) by conference call/Webex.
12. Engineer/Consultant will provide a line item for up to 25 additional coordination meetings with a not to exceed amount. This will include local design team members in attendance at the port and out of town members attending by conference call/Webex.

This task will be limited to:

1. - PRE DESIGN SERVICES (design of two separate booth and canopy structures):

- Project initiation and familiarization with existing conditions.
- Confirm building code requirements and other design standards for the canopies with the CBP / GSA.
- Confirm project constraints with the CBP / GSA and City of Pharr prior to design commencement.

2. - DESIGN PHASE SERVICES (Preliminary and General Items):

The scope of services will include preliminary and final design services and the issuance of contract documents for construction.

- Present 30% concept architectural design to COP/CBP/GSA (one meeting in McAllen / Pharr, Texas).
- Senior Architect will attend a review of the design in McAllen/Pharr, Texas at three (3) major milestones, 60, 90, and 100 percent completion.
- Provide 60%, 90% and 100% Submittal sets of drawings and specifications.

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Submittal sets will consist of electronic files and hard copies (as part of the northbound lanes improvements and 2nd BSIF Exit projects).

- Preparation of drawings in AutoCAD for inclusion with bid documents.
- Preparation of technical specifications for inclusion with bid documents.
- **Site visits** and meetings during design as required to facilitate project understanding.
- Prepare architectural estimate for City of Pharr formatted as required in GSA P100.

Task IX: Inspection Booths and Canopy Structural Services:

This task will be divided in Task VIII-A (2nd BSIF Exit Improvements project CSJ: 0921-02-928) and Task VIII-B (Northbound Lanes Improvements project CSJ: 0921-02-931)

This task includes the design of two separate booths and canopy structures and light pole foundations.

- A) South Fast Lane Canopy expansions – add two booths and extend existing canopy south to cover two drive-thru truck lanes (Northbound lanes Improvements project).
- B) New East Second Exit – add two booths and new canopy to cover two drive-thru truck lanes (2nd BSIF Exit project).
- C) Light pole foundations for typical high mast lighting and site lighting.

ASSUMPTIONS

1. COP/GSA will provide as-built drawings of existing booths and canopy for the south Fast Lane.
2. Inspection Booths will be pre-fabricated modular booths (Fast Lane booths) to match current CBP requirements.
3. Inspection Booths (four) will all be the same design and not be custom designed booths by the architect.
4. Canopy at East Second Exit will match the architecture design and style of existing Fast Lane Canopy.
5. Engineer will develop structural site or landscape features such as retaining walls or culverts.
6. Engineer/Subconsultant will provide a site specific geotechnical report with design criteria for each structure.
7. Engineer/Consultant will attend 3 site coordination meetings with local design team members present at the port and out of town disciplines (Architectural and Structural) by conference call/Webex.
8. Engineer/Consultant will provide a line item for up to 25 additional coordination meetings with a not to exceed amount. This will include local design team members in attendance at the port and out of town members attending by conference call/Webex.

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This task will be limited to:

1. - PRE DESIGN SERVICES (design of two separate booth and canopy structures):

- Project initiation and familiarization with existing conditions
- Confirm building code requirements and other design standards for the canopies
- Confirm project constraints with the CBP / GSA and City of Pharr prior to design commencement.

2. - DESIGN PHASE SERVICES (Preliminary and General Items):

The scope of services will include preliminary and final design services and the issuance of contract documents for construction.

- Prepare 30% concept structural design documents.
- Provide 60%, 90% and 100% Submittal set of drawings and specifications. Submittal sets will consist of electronic files and hard copies (as part of the northbound lanes improvements and 2nd BSIF Exit projects).
- Preparation of drawings in Microstation/ AutoCAD for inclusion with bid documents.
- Preparation of technical specifications for inclusion with bid documents.
- Prepare structural estimate for City of Pharr.

Task X: Inspection Booths and Canopy Electrical Services:

This task includes the design of two separate booth and canopy structures, and their associated electrical infrastructure for the lanes expansion.

PRELIMINARY AND GENERAL TERMS

- A) South Fast Lane Canopy Expansion
 - a. Demolition plans.
 - b. Add two booths and extend existing canopy south to cover two drive thru truck lanes
 - b.1. Power and lighting.
 - b.2. Security camera system expansion.
 - b.3. Computer and Telephone communication system expansion.
 - c. License Plate Reader (LPR) and Radiation Portal Monitor (RPM) system for the two new lanes
 - c.1. Power.
 - c.2. Rough-ins only for low voltage cabling for LPR and RPM systems.
- B) New East 2nd BSIF Exit
 - a. Add two booths and new canopy to cover two drive thru truck lanes

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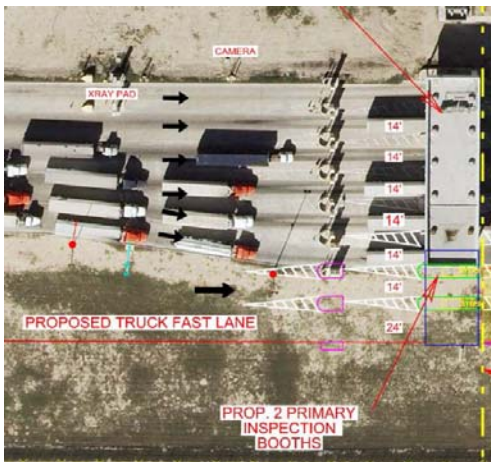
EXHIBIT "B-1"

Services to be Provided by the Engineer

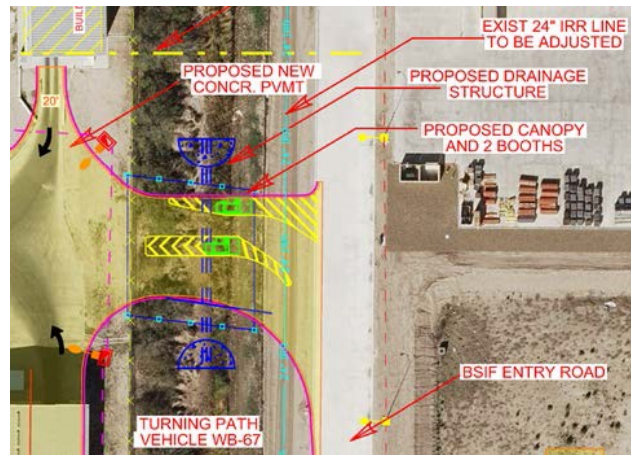
Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway Improvements Project

Project Location : Pharr International Bridge Port of Entry (POE)
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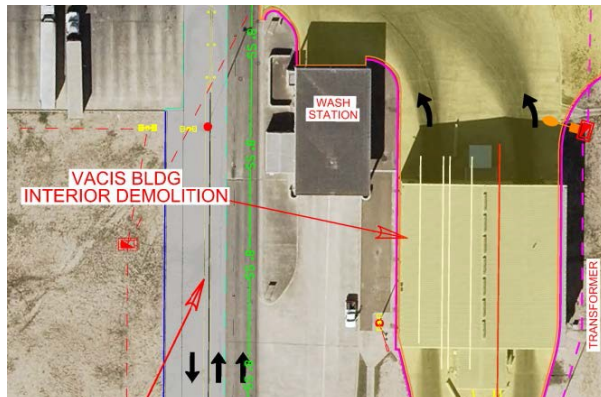
- a.1. Power and lighting.
- a.2. Security camera system expansion.
- a.3. Computer and Telephone communication system expansion.
- c) Interior Demolition of VACIS Building
 - a. The interior demolition of all power, lighting, and low voltage cabling system.



Site Plan A South Fast Lane Canopy expansion



Site Plan B New East 2nd BSIF Exit



Site Plan C VACIS Building Interior Demolition

LPR & RPM DESIGN (as per hourly rates)

- A) Low voltage cabling system specification to be in an hourly basis. Refer to the hourly rates section.

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ASSUMPTIONS

1. Site pole lighting design is not in Engineer / Subconsultant scope of work.
2. The low voltage cabling systems design for the LPR and RPM systems will be performed. That is, with the involvement of CBP/GSA's specialty consultants/contractors specialized in these systems.
3. COP/GSA will provide as-built drawings of existing booths, canopy for the south Fast Lane, and VACIS Building.
4. Inspection Booths will be pre-fabricated modular booths (Fast Lane booths) to match current CBP requirements.
5. Deliverables will be PDF for early submittals (30, 60 and 90%) and PDF and DWG for final submittal.
6. Engineer/Consultant will attend 3 site coordination meetings with local design team members present at the port and out of town disciplines (Architectural and Structural) by conference call/Webex.
7. Engineer/Consultant will provide a line item for up to 25 additional coordination meetings with a not to exceed amount. This will include local design team members in attendance at the port and out of town members attending by conference call/Webex.

This task will be limited to:

1. - **PRE DESIGN SERVICES** -design of two separate booth systems, associated canopy structures and lanes, and the interior demolition of VACIS Building.

Electrical Engineering services will be limited to:

- Confirm project constraint with COP/CBP/GSA prior to design commencement.

2. - **DESIGN PHASE SERVICES** (Preliminary and General Items):

The scope of services will include preliminary and final design services and the issuance of contract documents for construction.

- Present 30% concept electrical design to COP/CBP/GSA.
- Provide 60%, 90% and 100% Submittal set of drawings and specifications. Submittal sets will consist of electronic files and hard copies **(as part of the northbound lanes improvements and 2nd BSIF Exit projects).**
- Preparation of drawings in AutoCAD for inclusion with bid documents.
- Preparation of technical specifications for inclusion with bid documents.
- Prepare MEP estimate for City of Pharr.

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Task XI: Geotechnical Engineering Services:

We understand that the proposed project consists of the design and construction of the following:

1. – Two, rectangle-shaped canopy structures to be located to the south-east (northbound lanes primary inspection booth) and east (2nd BSIF Exit inspection booths) portions of the facility; and
2. - The roadway widening of the approximately 0.4-mile long northbound and 2nd BSIF Exit commercial lanes, including high mast illumination, light standard structures along the road widening.

The improvements are planned to be within the existing Pharr-Reynosa LPOE, located along the east side of U.S. Highway 281 in Pharr, Hidalgo County, Texas.

This task will be limited to:

1. – Field Study:

On the basis of the information provided to us by the Engineer, geologic evidence, and our past experience with subsurface conditions at this site, we propose to conduct the following drilling scheme:

Proposed Structure	Number of Borings	Depth, ft. *
Canopy Additions	2	30
Roadway Lane Widening and Light Standard Additions	4	30
	6	10

* Below the existing ground/pavement surface elevation, or auger refusal, whichever occurs first.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the Engineer.

Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. Re pavement of boring locations should match the depth of the existing surrounding pavement and underlayment structure.

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2. – Laboratory Study:

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. The testing program is anticipated to include water content determinations, Atterberg limits (plasticity) tests, unconfined compressive strength tests, dry unit weight determination, sulfate content determination, lime series determination, and grain size analyses. The laboratory testing will be performed in general accordance with applicable American Society for Testing and Materials (ASTM) standards.

In addition to the above-described testing program, representative surficial specimens will be obtained from the pavement borings and will be subjected to a California Bearing Ratio (CBR) test. The CBR testing will provide information regarding inundated strength and swell characteristics of the surficial subgrade soils for direct use in pavement design analyses. We anticipate that one CBR test will be required for this project.

3. – Engineering Analysis and Report:

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be information to be used by others concerning the foundation recommendations for the proposed canopies and light standards additions. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation (TxDOT);
 - shallow/deep foundation recommendations;
 - available soil-bearing pressures;
 - settlement estimations, where applicable; and
 - Groundwater considerations.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill materials;
 - shallow/deep foundation excavations;
 - potential reuse of on site materials as select fill materials;
 - excavation considerations; and
 - fill placement compaction requirements.

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- Seismic region condition evaluations.

Also included in the report will be a pavement design and general guidelines for the construction of pavements for the proposed roadway widening. RKCI will perform the pavement design using the information collected from the soil borings performed within the project site, CBR test results, our experience with similar soils, and the traffic data provided by the City of Pharr using the AASHTO method for rigid (concrete) pavement.

Since site grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations.

RKCI will perform pavement design for the road widening of the northbound lane using the information collected from the soil borings performed within the project site and the traffic data, including anticipated traffic loadings and frequencies, provided by the City of Pharr using the AASHTO method for rigid (concrete) pavement.

The final report will be submitted only in a PDF format via electronic-mail attachment. Upon the City of Pharr's request, we will reproduce the report in a spirally-bound copy.

Task XII: Environmental (Categorical Exclusion) Support Services:

RKEI understands that multiple improvements are proposed to the Pharr Port-of-Entry (POE), which is located at the Pharr-Reynosa International Bridge. The project will receive federal transportation funds from the Federal Highway Administration's Coordinated Border Infrastructure (CBI) Program; therefore, it is subject to the National Environmental Policy Act of 1969 (NEPA) and requires compliance with the Texas Department of Transportation (TxDOT) environmental guidelines for implementing NEPA. **RKEI** anticipates that CBI funds (and thus TxDOT's purview) would cover the following proposed improvements within the POE: Concrete pavement, canopies, drainage improvements, inspection booths, and utilities required to provide infrastructure and security for the proposed improvements. The Consultant understands that a Categorical Exclusion (CE) classification is anticipated for the proposed project. This scope of work will be conducted in accordance with the Texas Department of Transportation's (TxDOT) Environmental Handbook for Categorical Exclusion (last updated July 2015).

RKEI understands that the project would occur entirely within the limits of the POE, which is owned by the U.S. general Services Administration (GSA). Additional GSA improvements (e.g. buildings) are planned; however, as requested by City of Pharr, this scope of work includes only those activities required to obtain TxDOT NEPA approval (GSA NEPA compliance will be addressed separately if requested by City of Pharr).

PURPOSE AND SCOPE OF WORK

RKEI will prepare a Project Scope for Categorical Exclusion Documents (CEs). In accordance with TxDOT's Environmental Handbook for CEs (July 2015), CEs are documented with a CE Determination Form, which is prepared by TxDOT. Therefore, this scope of work does not include a narrative CE

TEDSI Infrastructure Group
Amendment No. 1
EXHIBIT “B-1”
Services to be Provided by the Engineer
Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway
Improvements Project

Project Location : Pharr International Bridge Port of Entry (POE)
County : Hidalgo

document; however, based on recent similar CE projects, Consultant anticipates that TxDOT will require several supporting technical documents to support TxDOT's CE determination. These include:

1. - Cultural Resources Desktop Study

To comply with NEPA and Section 106 of the National Historic Preservation Act (NHPA; P.L. 89-665; 80 Stat. 915; 16 U.S.C. 470), **RKEI** will conduct an archival historic background study. The study will encompass a comprehensive review of available sources at the Texas Archeological Research Laboratory, the records of the Center for Archaeological Research at the University of Texas at San Antonio, and the Texas Archeological Sites Atlas of the Texas Historical Commission in Austin, Texas. These sources will be examined to identify previously recorded archeological and historic sites and past investigations within the project area. A brief field inspection will also be completed to assess the current condition of the APE and the surrounding area.

The study will determine the likelihood that the project will impact cultural resources within the target parcels. Aerial photos, topographic quadrangle maps, geologic maps, and soil survey maps will also be examined to determine the probability that the project area may contain buried intact cultural deposits. This determination will be based on past land use, topography, soils, vegetation, geology, the local environment, and levels of development within and in the vicinity of the project area. A technical report will be produced that summarizes the potential of the project to impact cultural and historic resources within the proposed project area. The study will also determine whether an on-site field investigation is warranted based on the findings of the desktop study.

2. – Biological Evaluation Form

RKEI will evaluate all pertinent ecological data in order to adequately complete the Biological Evaluation Form (BEF), which includes an analysis of the Ecological Mapping System of Texas (EMST) and Texas Parks and Wildlife Department (TPWD) coordination triggers and a Tier I Site Assessment as defined by the 2014 TPWD Memorandum of Understanding (MOU). Data will be obtained from the U.S. Fish and Wildlife Service (USFWS) Information Planning and Conservation System (IPAC) and the TPWD to determine the potential presence or absence of state and federally listed species and critical habitat in the proposed project area. **RKEI** will report suitable and non-suitable habitat for the species potentially occurring within the project area. **RKEI** will include information from the Natural Diversity Database (NDD) from TPWD. This work will be conducted by a qualified biologist.

3. – Water Sources Report Form

This technical report will involve an on-site inspection by a qualified biologist in order to characterize water resources in the project area. This technical report will address the following topics:

- Section 401 of the CWA, Water Quality
- Executive Order 11990, Wetlands
- Floodplains
- Section 303(d) of the CWA
- Section 402 of the CWA, TPDES
- Rivers and Harbors Act, Section 10

TEDSI Infrastructure Group
Amendment No. 1
EXHIBIT “B-1”
Services to be Provided by the Engineer
Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway
Improvements Project

Project Location : Pharr International Bridge Port of Entry (POE)
County : Hidalgo

4. – Hazardous Material Initial Site Assessment

An Initial Site Assessment (ISA) will be conducted. The objective of the ISA is to 1) identify and assess potentially contaminated sites early in project development, 2) coordinate early with federal/ state/ local agencies to assess the contamination and the cleanup needed; and 3) determine and implement measures early to avoid or minimize involvement with substantially contaminated properties. The ISA will include applicable figures and appendices (e.g. Project Location Map, USGS Topographic Map, Historical Aerial Photographs, Project Schematic, Regulatory Database, Historical Topographic Maps, Fire Insurance Map Report, City Directory Report, and Site Photographs). Requirements for addressing hazardous materials as they relate to the NEPA process will be addressed in accordance with TxDOT's Environmental Handbook for Hazardous Materials (July 2014).

Limitations:

Other studies/activities not specifically referenced above are excluded, and may include:

- FHWA Traffic Noise Model
- Jurisdictional Determination Request or Pre-Construction Notification to USACE
- Intrusive investigations or sampling or analyses
- Archaeological pedestrian survey/testing
- Historical Resources Reconnaissance Survey Report
- Public meeting attendance or involvement

Should any of the above activities be requested, **RKEI** will prepare a separate proposal and request authorization. In the event that additional services are requested by CLIENT or determined to be necessary, such as additional surveys, studies in support of a GSA NEPA decision, agency consultations, or substantive document revisions due to unforeseen circumstances (e.g. significant design change, etc.), **RKEI** will provide a cost estimate under separate cover and solicit authorization from CLIENT before proceeding with additional work.

Task XIII: Bidding Documents:

1. – Task XIII-A Pharr/Reynosa International Bridge Northbound lanes Improvements project (CSJ: 0921-02-931):

- Prepare Construction Cost Estimate
- Prepare Construction Schedule
- Prepare full construction Plans and Bid Package

2. – Task XIII-B Pharr/Reynosa International Bridge 2nd BSIF Exit project (CSJ: 0921-02-928):

- Prepare Construction Cost Estimate
- Prepare Construction Schedule
- Prepare full construction Plans and Bid Package

TEDSI Infrastructure Group
Amendment No. 1
EXHIBIT “B-1”
Services to be Provided by the Engineer
Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway
Improvements Project

Project Location : Pharr International Bridge Port of Entry (POE)
County : Hidalgo

3. - Bid Process:

- Prepare, schedule and attend pre-bid conference.
- Respond to projects questions during the bid process.
- Prepare and issue addendums as required.
- Attend bid opening.
- Evaluate and prepare recommendation letter of “Apparent Low Bidder”.

Scope of Additional Services:

Periodic meetings with the City of Pharr, GSA and CBP will be required for this project during all phase of design. Three one-hour meetings are included in the scope of services listed above. The City Engineer may request additional meetings; a line item in the Contract for additional meetings has been included. The fee shall be a NOT TO EXCEED amount for a maximum of 25 meetings.

Meetings will be attending by Project Manager, Architect, Civil Engineer, Electrical Engineer, Mechanical Engineer, and Structural Engineer. Architect and Structural Engineer will attend by conference call (or webex, if available). Out of town travel to Architect and Structural Engineer to the meetings is not included in this hourly meeting rate.

Fee:

The scope of work defined above is to be performed on an HOURLY basis, not to exceed the fee amounts shown below:

* 25 Meetings x 2 hr @ \$ 1,500/ hr	\$ 75,000.00
** 25 Meetings x 2 hr @ \$ 500/ hr	\$ 25,000.00
Total NOT TO EXCEED	\$ 100,000.00

*Meetings will be attended by the design team: Architect, Civil Engineer, Electrical Engineer, Mechanical Engineer, and Structural Engineer. Architect and Structural Engineer will attend by conference all (or webex, if available). Out of town travel for the Architect and Structural Engineer to the meetings is not included in this hourly meeting rate. If meeting are attended by fewer people, the rate shall be hourly for staff in attendance.

** Meetings will be attended by the design team: Project Manager and Transportation Engineer.

TEDSI Infrastructure Group

Amendment No. 1

EXHIBIT "B-1"

Services to be Provided by the Engineer

**Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway
Improvements Project**

Project Location : Pharr International Bridge Port of Entry (POE)

County : Hidalgo

Additional Services Not Included as Part of This Project:

- 1. Utility Design.***
- 2. Review of Utility Companies Relocation Permits.***
- 3. Utility relocation verification***
- 4. FEMA studies/coordination or Analysis.***
- 5. IBWC studies or Coordination.***
- 6. Subsurface Utility Engineering (SUE) services.***
- 7. Construction Support Services.***
- 8. Architectural, Structural and MEP Pre-Design and Final Design Services for GSA Buildings expansion.(will be separate Scope of Service if required)***
- 9. Services not identified above or within Work Authorization.***

TEDSI Infrastructure Group, Inc.

Amendment No. 1

Exhibit "C-1"

Fee Proposal

Pharr/Reynosa International Bridge Northbound and 2nd BSIF Exit Roadway Improvements Project.

Description	CSJ 0921-02-928 (2nd BSIF Exit)	CSJ 0921-02-931 (Northbound Lanes)	Total
Task I: General Management/Coordination ***	\$ 10,290	\$ 10,290	\$ 20,580
Task II: Preliminary Design Development and Scope of Service	\$ 7,550	\$ 7,550	\$ 15,100
Task III: Topographic Survey	\$ 9,085	\$ 7,042	\$ 16,127
Task IV: Develop Schematic Design	\$ 37,405	\$ 24,845	\$ 62,250
Task V: PS&E for the Northbound Lanes Improvements project (CSJ: 0921-02-931)		\$ 34,935	\$ 34,935
Task VI: PS&E for the 2nd BSIF Exit Improvements project (CSJ: 0921-02-928)	\$ 50,070		\$ 50,070
Task VII: Utility Coordination	\$ 11,840	\$ 11,840	\$ 23,680
Task VIII: Inspection Booth and Canopy Architectural Services	\$ 57,126	\$ 76,859	\$ 133,985
Task IX: Inspection Booth and Canopy Structural Services	\$ 30,117	\$ 33,711	\$ 63,828
Task XA: Inspection Booth and Canopy Electrical Services **	\$ 42,003	\$ 40,157	\$ 82,159
Task XB: Inspection Booth and Canopy LPR and RPM Services **	\$ -	\$ 20,406	\$ 20,406
Task XI: Geotechnical Engineering Services	\$ 11,992	\$ 11,992	\$ 23,983
Task XII: Environmental Support Services (Categorical Exclusion)	\$ 26,562	-	\$ 26,562
Task XIII: Bidding Documents	\$ 22,055	\$ 22,055	\$ 44,110
TOTAL FEE PER CSJ:	\$ 316,095	\$ 301,681	
Total Increase Fee:			\$ 617,776

The Scope of Work defined above is to be performed on a LUMP SUM basis not to exceed the fee amounts shown

** Electric LPR & RPM Design (include in Electrical Service as per hourly Rates not to exceed \$20,406.00)

*** Meeting with COP, CBP, and GSA limited to 3 meetings (additional 25 meetings if required as per meeting Rates not to exceed \$100,000 total)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.Q.

DATE SUBMITTED: November 2, 2018

MEETING DATE: November 5, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on request from PSJA ISD to waive rental fees of the Pharr Events Center for the Tri City Choir Concert on Monday, November 5, 2018 from 7:00 a.m. - 9:00 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: PSJA ISD is requesting waiving of rental fees of the Pharr Events Center for a choir concert on Monday November 5, 2018.

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

Staff Recommendation: Staff Recommends Approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 11/02/2018
Approved - 11/02/2018
Final Approval - 11/02/2018

November 2, 2018

City of Pharr
Edward M. Wylie, Interim City Manager
118 S. Cage
Pharr, TX 78577

Re: Pharr Events Center

Dear Mr. Wylie:

The Pharr-San Juan-Alamo ISD is requesting the use of the Pharr Events Center to host our Tri-City Orchestra Concert and High School Choir Concert. These events are scheduled for Monday, November 5, 2018 from 7 AM–9 PM.

We greatly appreciate your support in making a difference in PSJA and for being our partner in education. If you have any questions or need additional information, please call me at (956) 354-2053.

Sincerely,


Rene Campos
Asst. Superintendent for Support Services



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.R.

DATE SUBMITTED: October 29, 2018

MEETING DATE: November 5, 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 - 10/29/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.R.1.

DATE SUBMITTED: October 23, 2018

MEETING DATE: November 5, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting 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 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Jackson Road, Suite 6. **CUP#170948**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). **CUP#170948**

Financial Consideration: N/A

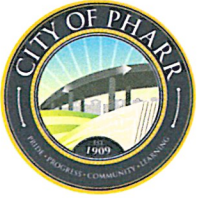
Staff Recommendation: Development Services Staff is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to site being in compliance with all City Ordinances and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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 10/23/2018
Approved - 10/24/2018
Approved - 10/29/2018
Final Approval - 11/01/2018



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

November 5, 2018

Conditional Use Permit **Renewal** for ABC –

Wingstop Restaurant

Background:

Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Wingstop Restaurant.

The property is located at 8001 South Jackson Road, Suite 6. It is zoned Limited Industrial District (L-I) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and 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 P:\Admin\CUPs\ABC-Gabriela's Heavenly Wings_2017



MEMORANDUM

DATE: MONDAY, NOVEMBER 5, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#170948 (WINGSTOP RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as being 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 8001 South Jackson Road, Suite 6.

ZONING: The property is currently zoned Limited Industrial District (L-I). The surrounding area is zoned Limited Industrial District (L-I) to the north, south and east and city limits lie 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:

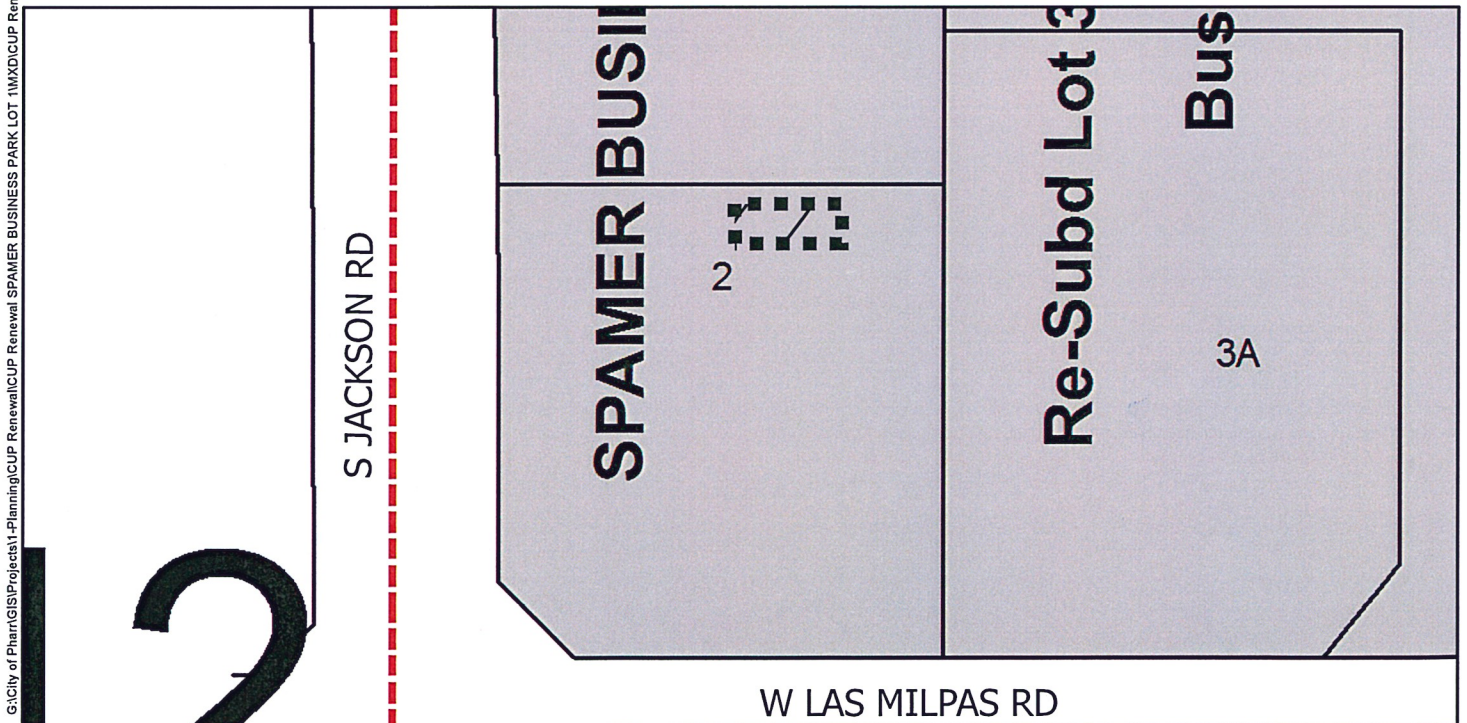
Recommends approval of
the Conditional Use Permit.

PLANNING 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 to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to 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	





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.R.2.

DATE SUBMITTED: October 23, 2018

MEETING DATE: November 5, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Crown Castle, representing Sprint, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C). The property is legally described as being a 0.15 acre tract of land, more or less, out of Lot 165, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 202 West Interstate 2. **TWR#180967**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Crown Castle, representing Sprint, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C). **TWR#180967**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C) subject to the listed conditions.

The Planning and Zoning Commission carried the motion unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C).

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 10/23/2018
Approved - 10/24/2018
Approved - 10/29/2018
Final Approval - 11/01/2018



MEMORANDUM

DATE: MONDAY, NOVEMBER 5, 2018

TO: MAYOR AND CITY COMMISSION

THROUGH: ED WYLIE, INTERIM CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT FOR COLOCATION OF TELECOMMUNICATION EQUIPMENT FILE NO. TWR#180967 (SPRINT)
--

GENERAL INFORMATION:

APPLICANT: Crown Castle, representing Sprint, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.15 acre tract of land, more or less, out of Lot 165, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 202 West Interstate 2.

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

COMMENTS:	PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.
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**NOTIFICATION
OF PUBLIC:**

Two (2) 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 letter or the legal notice.

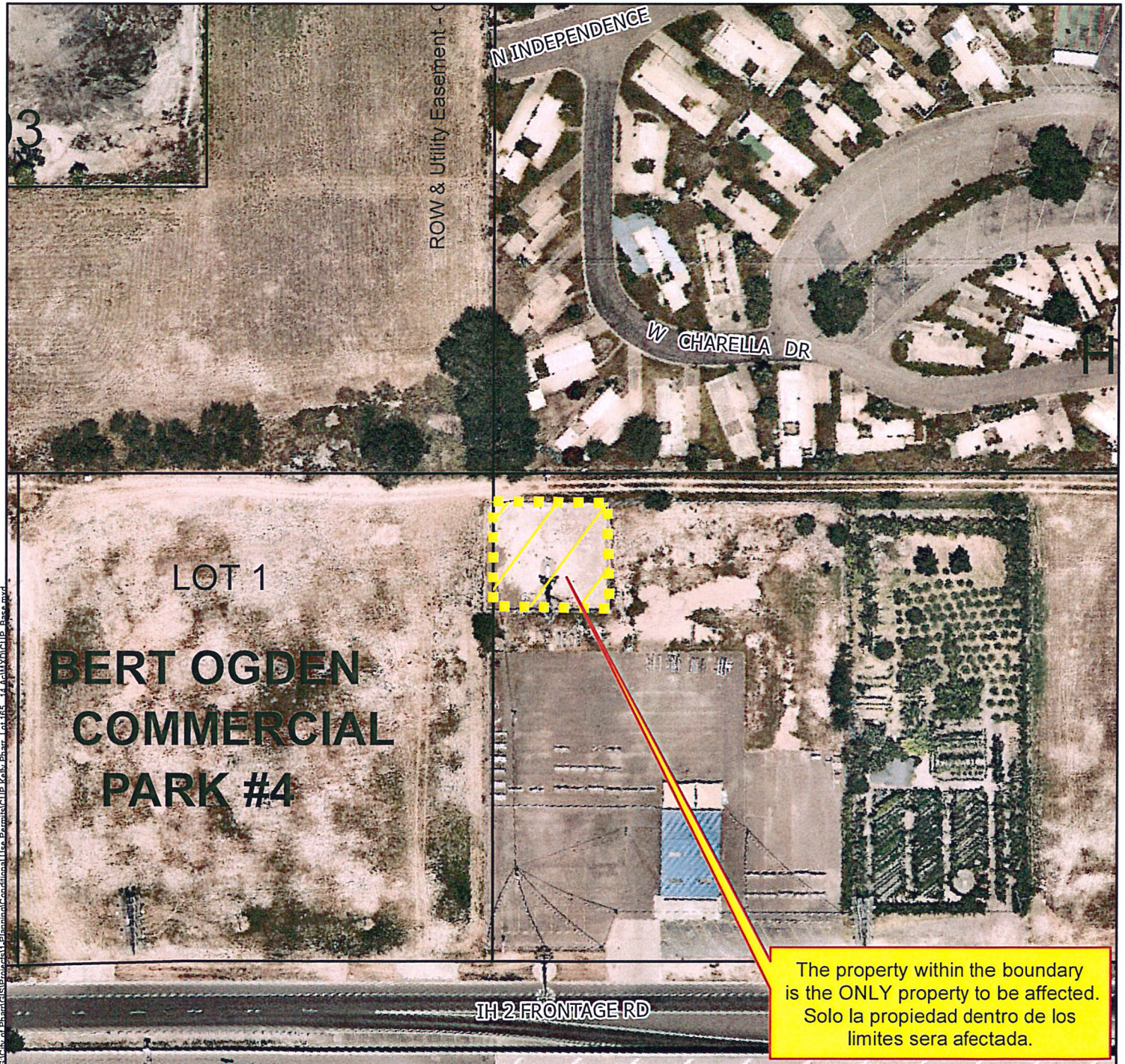
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending approval of the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C) subject to the following conditions:

1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
5. The existing telecommunications tower must continue to comply with all setback and height requirements.
6. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
 - Any change in use or change in extent of use, area or location being used.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING
COMMISSION:**

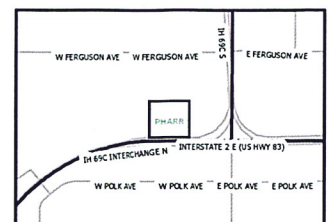
The Planning and Zoning Commission carried the motion unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C).

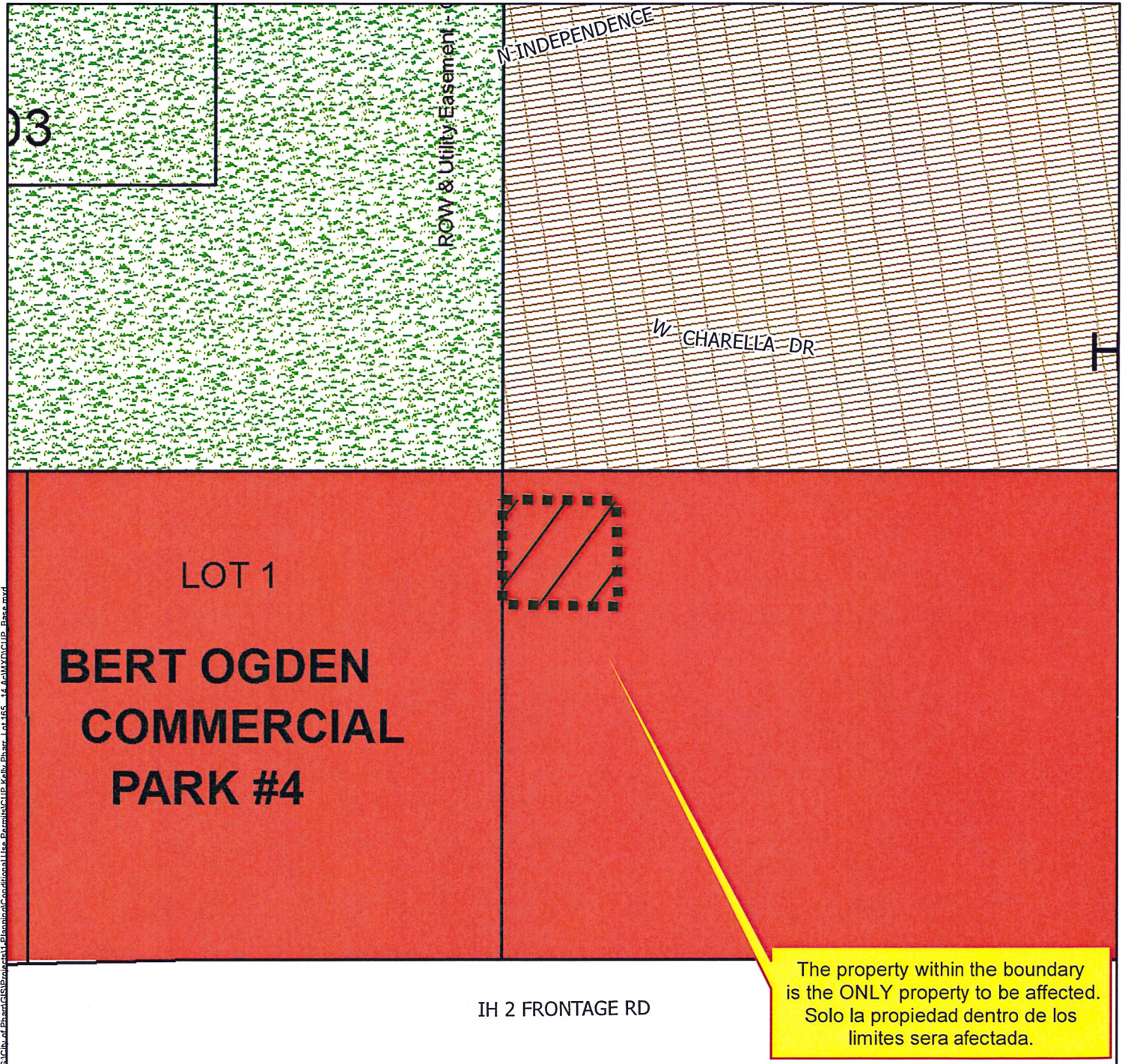


- | | | |
|-----------------------------|-------------------|-------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial |
| Single Family | HUD Code | Heavy Industrial |
| Single Family Small Lot | Rail Road R.O.W. | Limited Industrial |
| Two Family | Government Owned | Neighborhood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

- | |
|--------------------------|
| Valley View ISD |
| Planned Unit Development |

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





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

Valley View ISD
Planned Unit Development

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

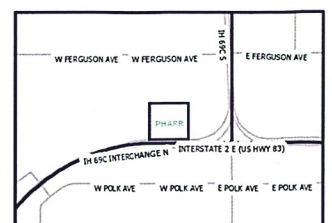
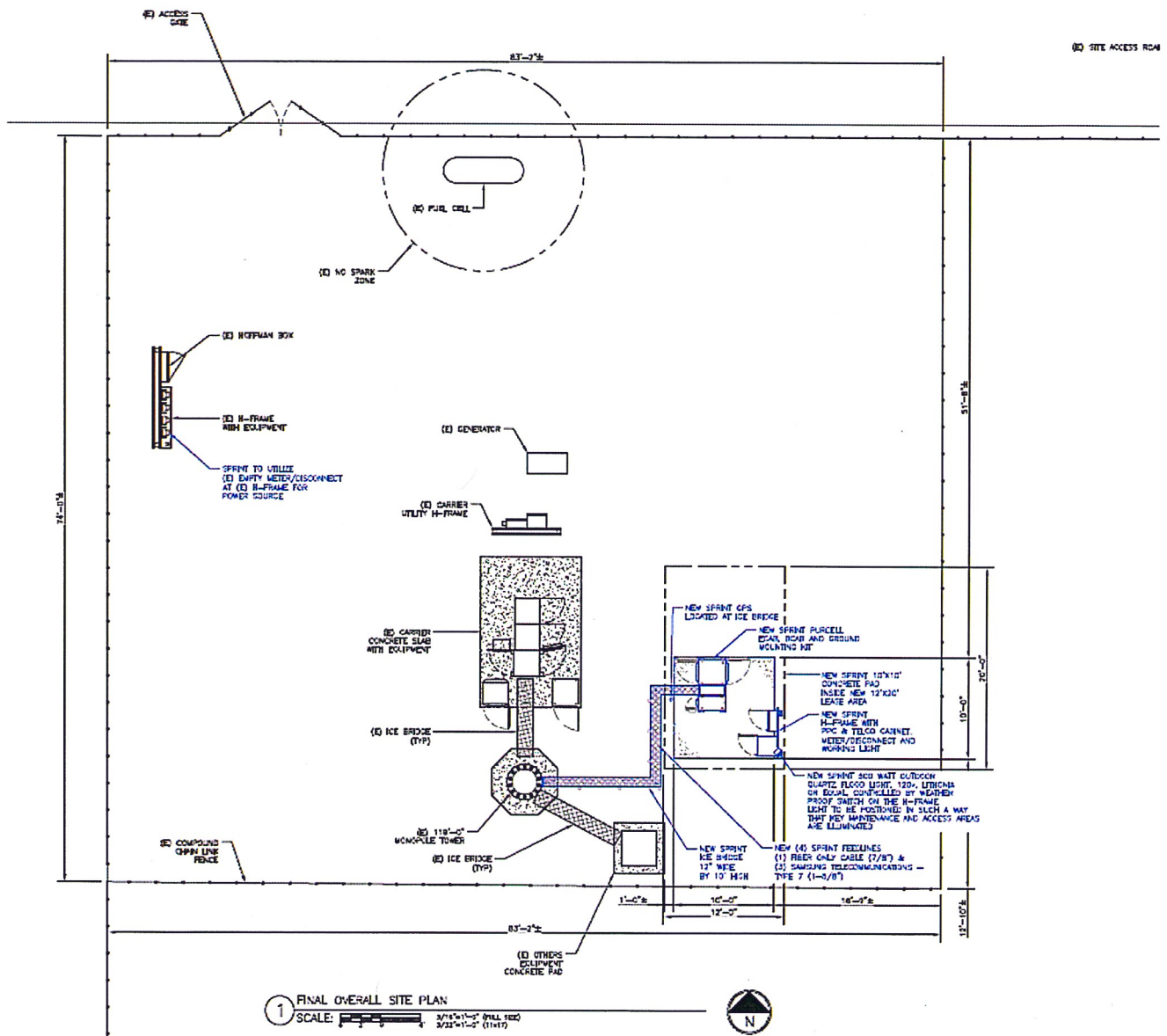


Exhibit 1.02.1

Detailed engineer sealed drawings



ADDENDUM TO THE CITY OF PHARR WIRELESS FACILITY SITING PERMIT APPLICATION FORM

All available documentation is provided herein. Please give detailed information on any requirement not addressed.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.R.3.

DATE SUBMITTED: October 23, 2018

MEETING DATE: November 5, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Attic Development, LLC, representing Lynn Tract, LP, a Texas Limited Partnership, owners, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to General Business District (C). The property is legally described as being a 4.957 acre tract of land, more or less, out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Ridge Road. **COZ 180968**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Attic Development, LLC, representing Lynn Tract, LP, a Texas Limited Partnership, owners, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to General Business District (C). **COZ 180968**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to General Business District (C) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances, City Department requirements and must complete the subdivision process.

The Planning and Zoning Commission unanimously voted to approve the rezoning request for a change of zone from High-Density Multi-Family District (R-4) to General Business District (C) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Angie Resio

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 10/23/2018

Approved - 10/24/2018

Approved - 10/29/2018

Final Approval - 11/01/2018



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: November 5, 2018

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#180968
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: September 28, 2018

5. **Applicant:** Attic Development, LLC, representing Lynn Tract, LP, a Texas Limited Partnership, owners.
6. **Requested Action:** Re-zoning request from High-Density Multi-Family District (R-4) to General Business District (C).
7. **Nature / Intent of Request:** In order to construct commercial storage units on said property.

8. **Routing to Staff:**

F. **Melanie Cano, Director**



Initials

10/16/18 ☒ Approval ☐ Denial
Date

G. **Planning Staff
Recommendations**



Initials

10/16/18 ☒ Approval ☐ Denial
Date

H. **Planning and Zoning
Commission**

Initials

10/22/18 ☒ Approval ☐ Denial
Date

I. **City Attorney**

Initials

Date ☐ Approval ☐ Denial

J. **City Manager**

Initials

Date ☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, NOVEMBER 5, 2018

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From a High-Density Multi-Family District (R-4) to General Business District (C): Being a 4.957 acre tract of land, more or less, out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Ridge Road.

REZONING CHECKLIST / GOALS:

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

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

DESCRIPTION OF PROPERTY:

Attic Development, LLC, representing Lynn Tract, LP, a Texas Limited Partnership, owners, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to General Business District (C).

The subject site is located on the south side of West Ridge Road with the property's physical address being 1001 West Ridge Road. The property is legally described as acre tract of land, more or less, out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Ridge Road, a 100' minor arterial which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned High-Density Multi-Family District (R-4). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) to the north and east, High-Density Multi-Family District (R-4) to the west and Medium Density Multi-Family Residential District (R-3) to the south. The property is generally designated for commercial use in the Land Use Plan.

On January 06, 2004, the property was zoned to High-Density Multi-Family District (R-4). The property to the west was rezoned to High-Density Multi-Family District (R-4) on September 20, 1994 and on April 02, 2018, the property to the south was rezoned to Medium Density Multi-Family District (R-3). There have been no other zoning requests within the general vicinity of the subject property since that time.

Attic Development, LLC is requesting the change of zone in order to construct commercial storage units on said property.

The General Business District (C) is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterials or major collectors.

Three (3) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letter or the legal notice.

Development Services is recommending **approval** of the request to re-zone to General Business District (C) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances, City Department requirements and must complete the subdivision process.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission unanimously voted to **approve** the rezoning request for a change of zone from High-Density Multi-Family District (R-4) to General Business District (C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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

P:\Admin\COZ\KELLY-PHARR\K-P LOT 202_ATTIC DEVELOPMENT LLC REP LYNN TRACT LP_R4-C_2018



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Attic Development, LLC rep. Lynn Tract, LP

APPLICANT

1001 West Ridge Road

ADDRESS

High-Density Multi-Family District (R-4)

CURRENT ZONE

General Business District (C)

PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS:

Approval

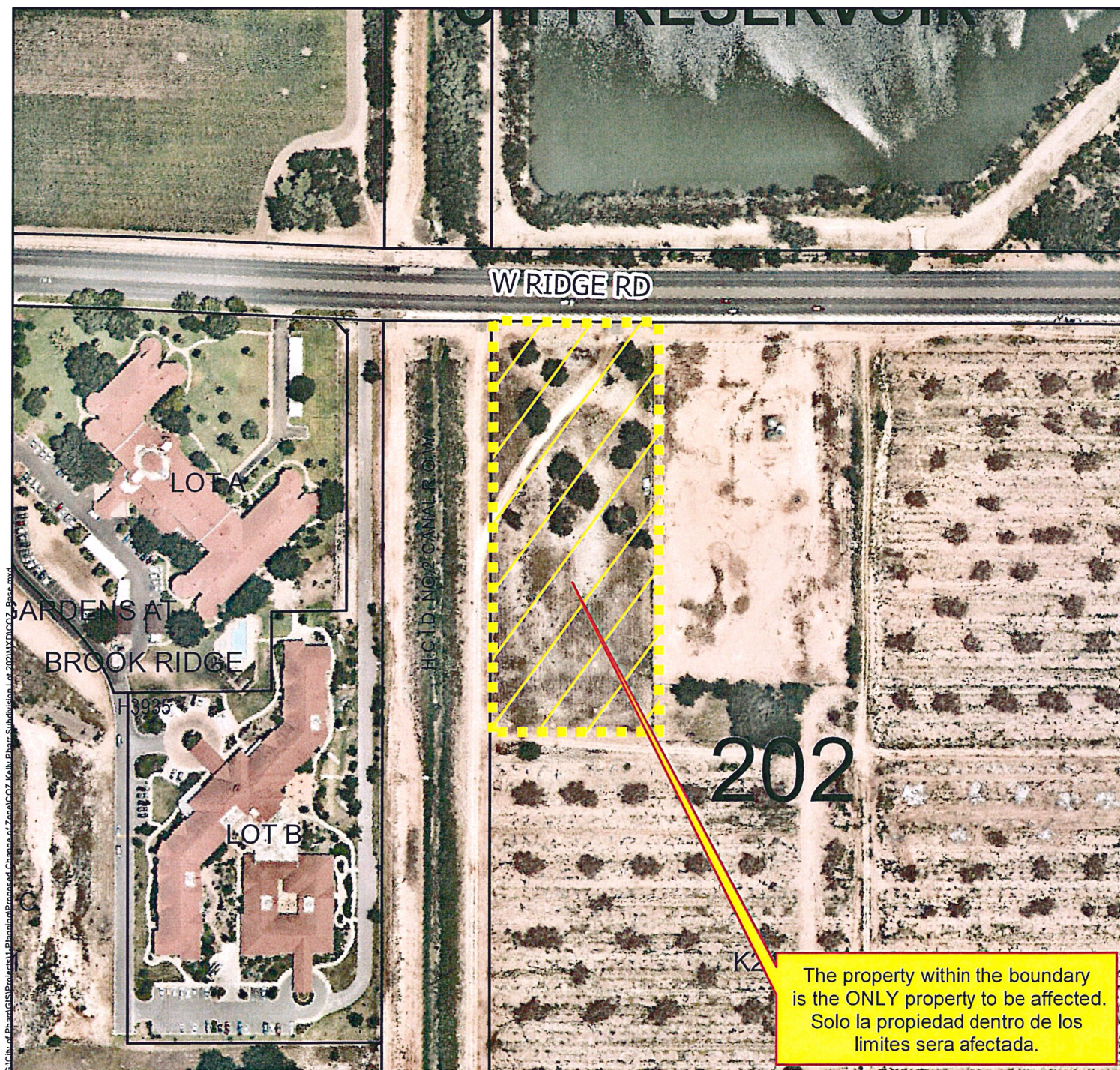
The property meets area requirements, has adequate ingress and egress and is compatible with
the surrounding properties.

Della Robles, Planner I

PREPARED BY

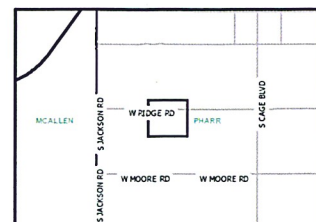
October 15, 2018

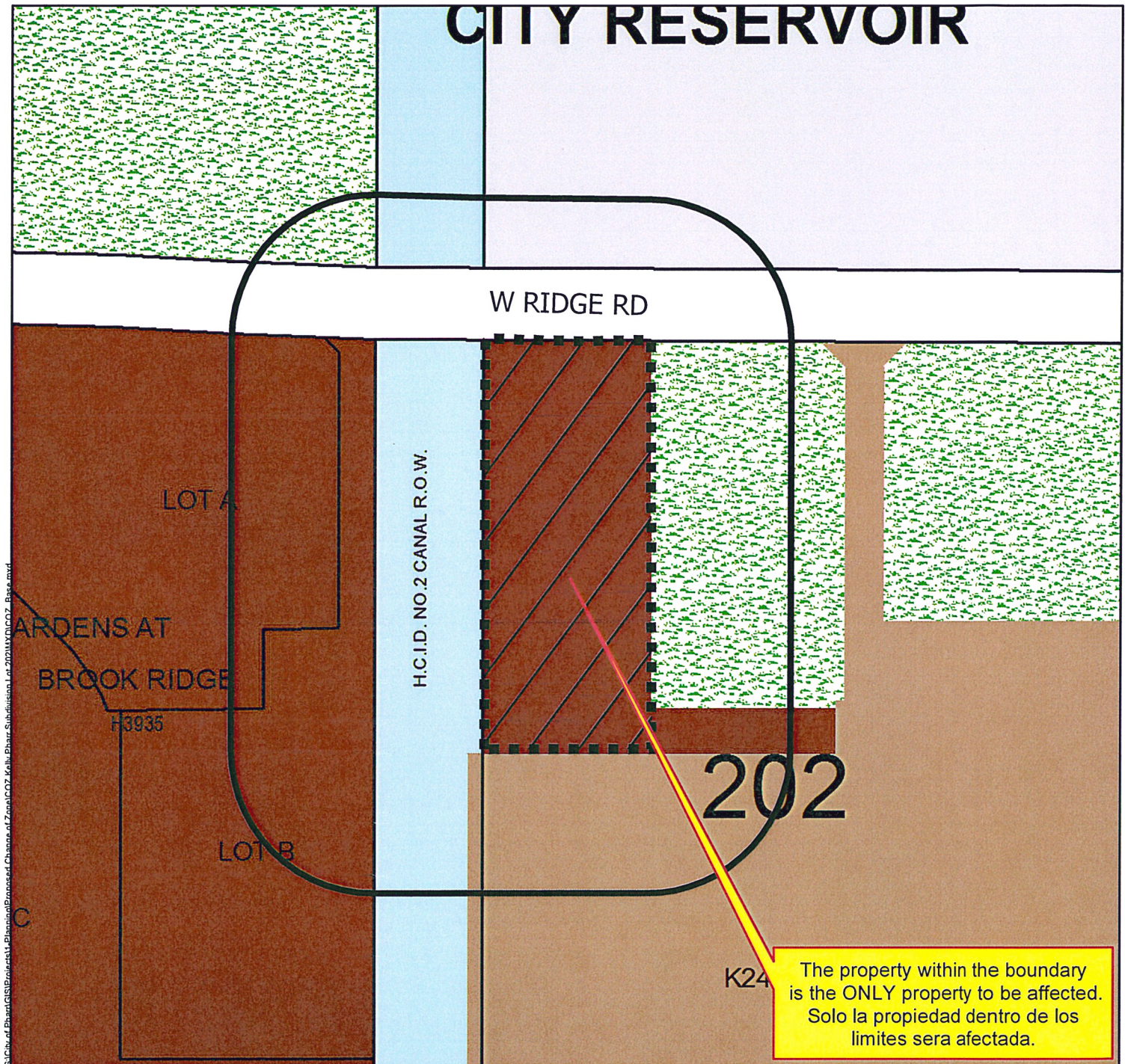
DATE



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

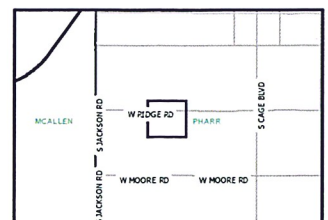
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



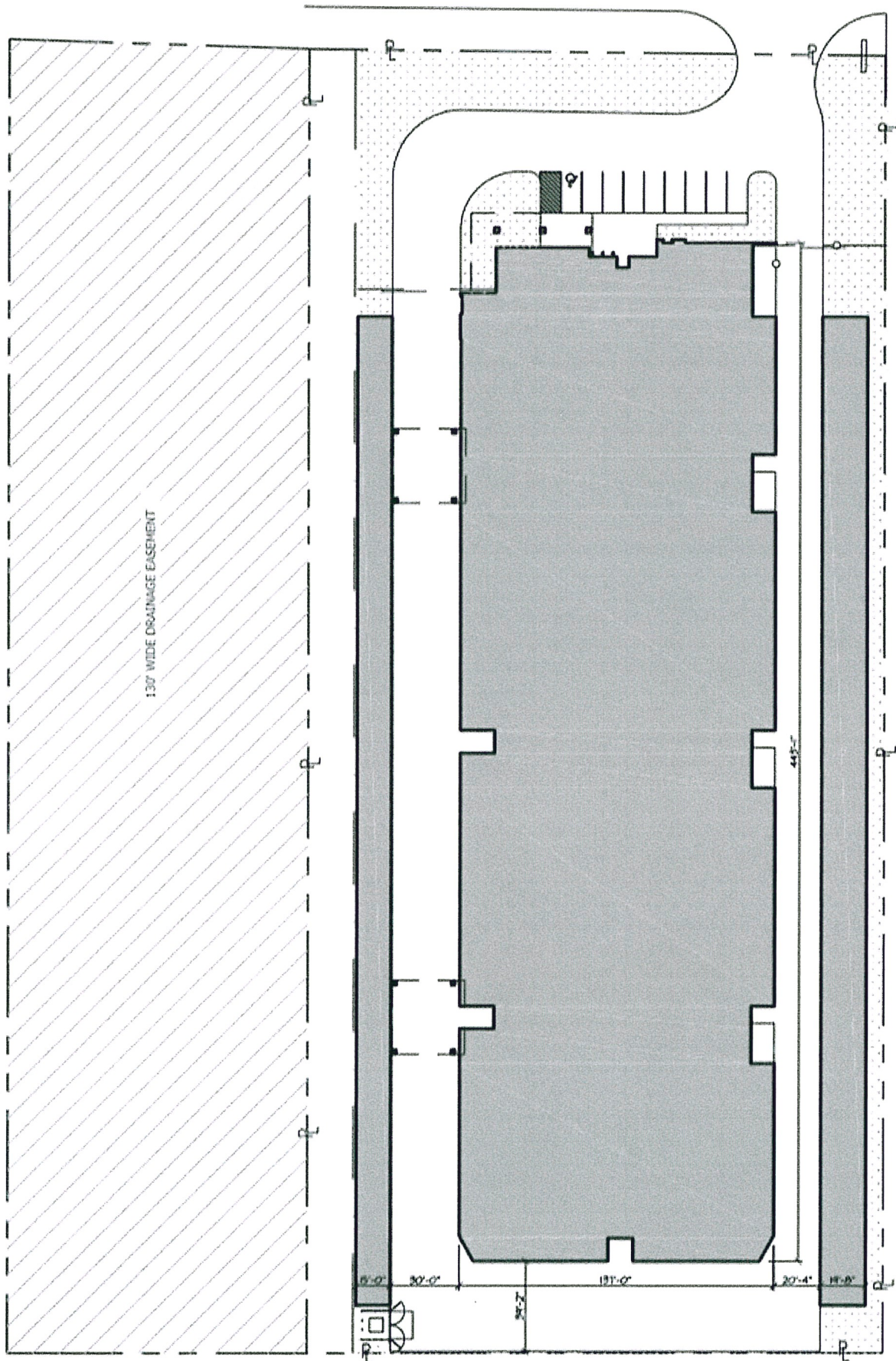


Agricultural Open Space	Townhouse	Heavy Commercial	Valley View ISD
Single Family	HUD Code	Heavy Industrial	Planned Unit Development
Single Family Small Lot	Rail Road R.O.W.	Limited Industrial	
Two Family	Government Owned	Neighborhood Commercial	
Medium Density Multi-Family	General Business	Office Professional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

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



Ridge Rd







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.S.

DATE SUBMITTED: October 29, 2018

MEETING DATE: November 5, 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 - 10/29/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.S.1.

DATE SUBMITTED: October 23, 2018

MEETING DATE: November 5, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: R.E. Garcia & Associates, representing Will Schnakenburg, authorized agent for Notoopharr, LLC, is requesting final plat approval of the proposed Palmview South Subdivision. The property is legally described as being a 2.58 acre tract of land, being a portion of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1900 Block of West Dicker Road.

SUB#170922

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: R.E. Garcia & Associates, representing Will Schnakenburg, authorized agent for Notoopharr, LLC, is requesting final plat approval of the proposed Palmview South Subdivision. **SUB#170922**

Financial Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Palmview South Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Palmview South Subdivision.

Alternatives: N/A

ROUTING:

Angie Resio

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 10/23/2018

Approved - 10/24/2018

Approved - 10/29/2018

Final Approval - 11/01/2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, NOVEMBER 05, 2018

TO: PLANNING AND ZONING COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: PALMVIEW SOUTH SUBDIVISION FILE NO. SUB#170922
--

GENERAL INFORMATION:

APPLICANT: R.E. Garcia & Associates, representing Will Schnakenburg, authorized agent for Notoopharr, LLC, is requesting final plat approval of the proposed Palmview South Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 2.58 acre tract of land, being a portion of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1900 Block of West Dicker Road.

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

PROPERTY PROPOSED USE: Multi-commercial spaces.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Palmview South 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. See attach comments.

WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Palmview South Subdivision.



Pharr Fire – Rescue
118 S Cage Blvd., 3rd Floor
Pharr, Texas 78577
Tel: (956) 402-4400 Fax: (956) 475-3433



Subdivision: Palmview South Subdivision (Final Failed)Revised

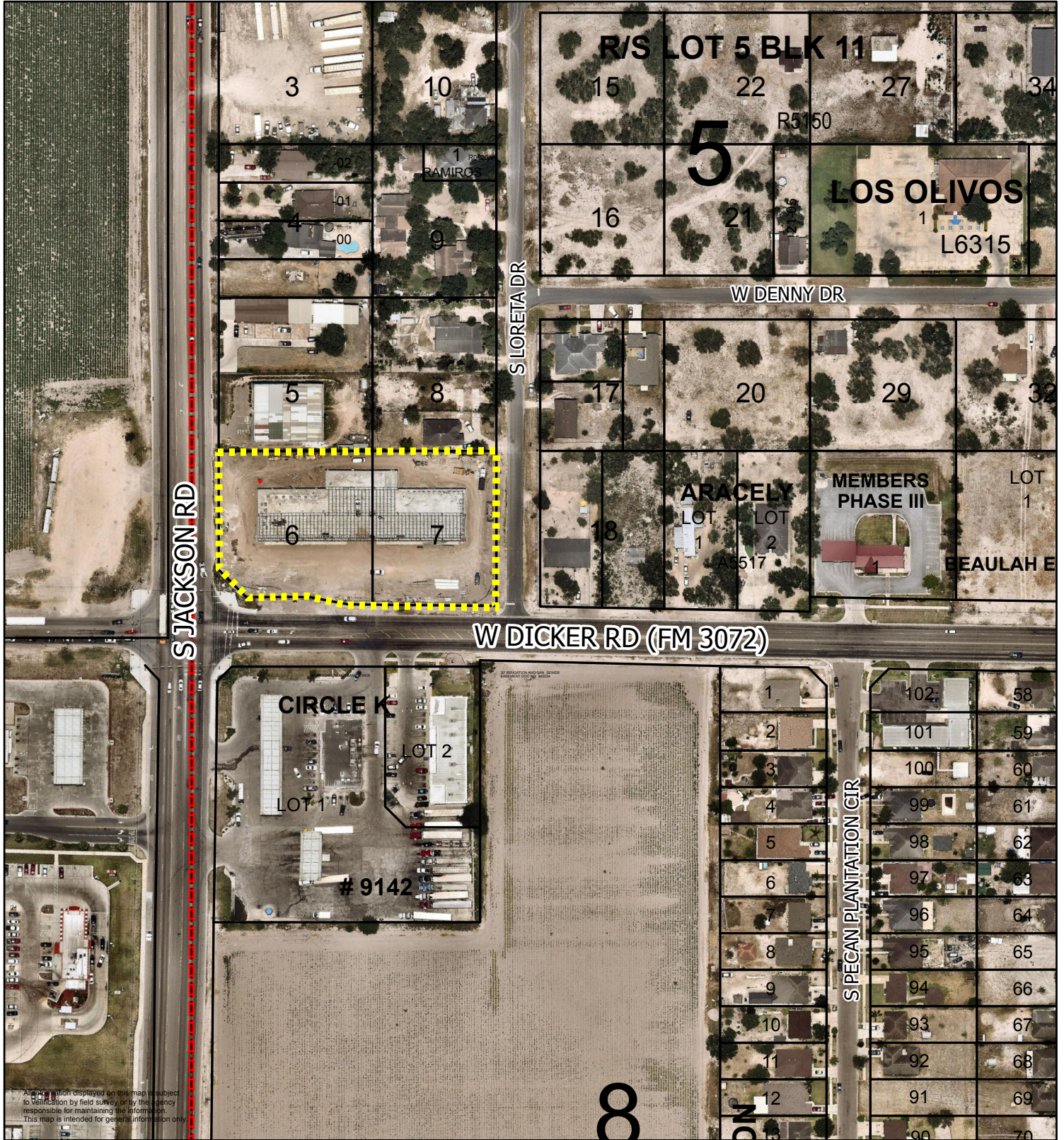
Reviewed By: Dago Soto, Asst. Fire Marshal Date: October 17, 2018

1. All designed waterlines shall be a minimum of eight (8) inch for residential and (8-12) inch in diameter for commercial and (12) inch of better for industrial areas unless fire flow requires larger lines for commercial areas. Educational Facility 12" diameter minimum.
2. All designed waterlines shall be looped on a fire department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab)
3. Fire hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every 600 ft. in residential areas and shall be FACTORY YELLOW from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 ft., but in no case shall hose lengths be greater than 400 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of 503.1 International Fire Code 2012.
4. All premises where building or portions of buildings are located more than 300 ft. from a main street fire hydrant: system shall be provided with approved on site fire hydrant (s) and water mains capable of supplying adequate fire flow approved by the Fire Officials.
5. Street names shall be provided prior to or during the per-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. Alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. \$25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet)* with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch –Rapid Entry System made by the Knox Company (Phone Number 800-552-5669 Fax 949-623-4647) or an approved fire department siren system before subdivision's final approval of 503.5 in International Fire Code 2012: Where security gates are installed, with a minimum of 20 ft. (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. Designed fire lanes or roads deemed necessary for fire department access by the fire official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012: All weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by a way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighting at least 75,000 pounds.
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

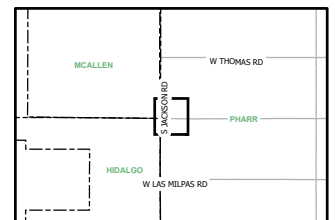
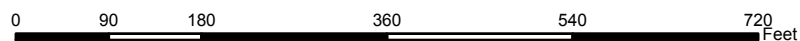
Additional Comments:

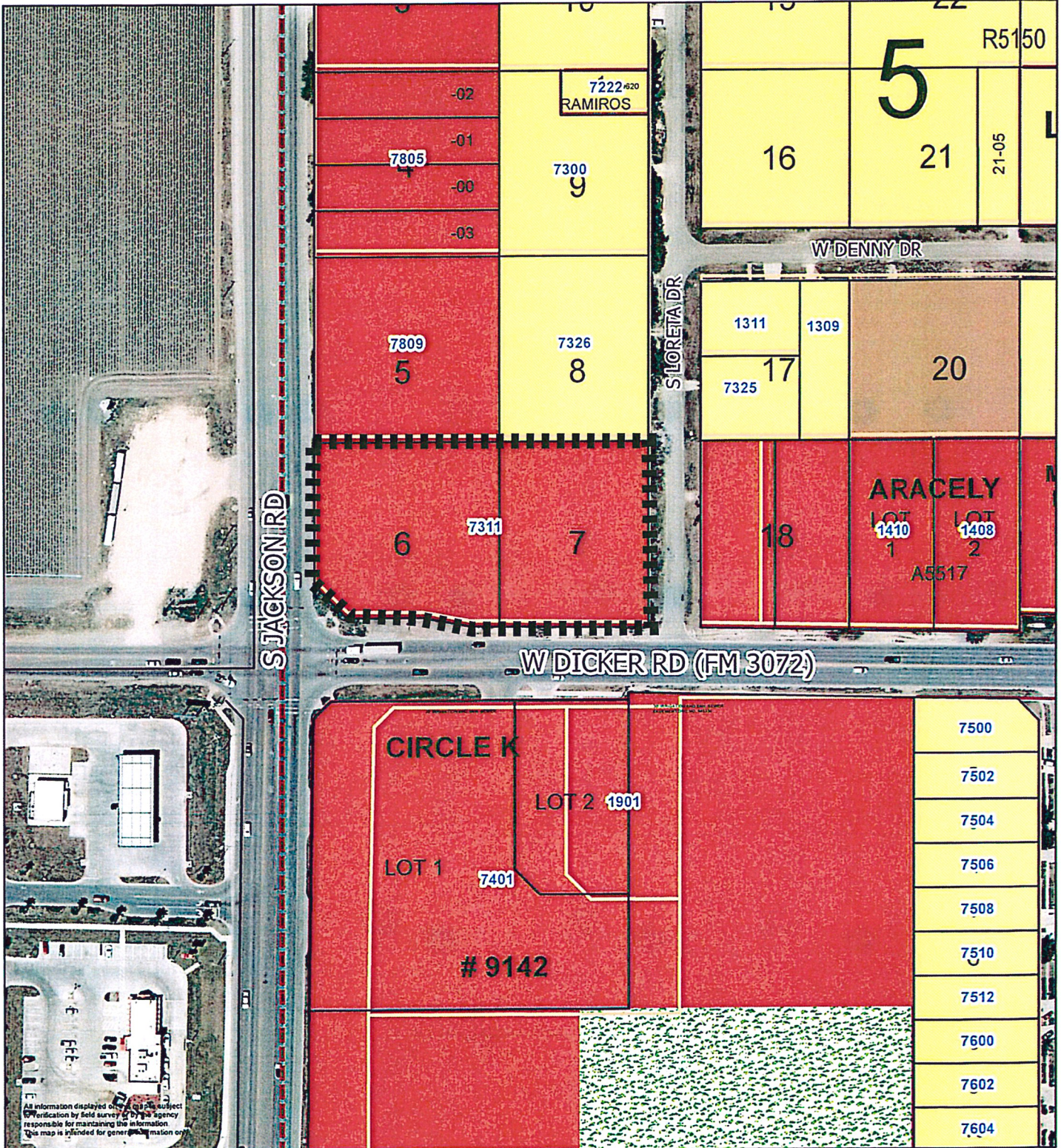
1. Fire Hydrants did not have water when check for pressures (Water Vales are Closed)
2. Fire Hydrant on the southwest corner shall face west and was too close to curb minimum 3ft from curb. Option is to eliminate a parking space next to Fire Hydrant for clearance with added Fire Lane stripping.
3. Fire Hydrant eastside of building is to close to curb needs a minimum of 3ft away from curb.
4. Fire Line located on the east side of building shall concrete collar 30 x 30 x 6 with mesh.
5. The FDC piping shall have a cap to prevent debris going in.

- 6. Fire Hydrant on the main entrance shall be facing west.
- 7. Water valves shall be centered in the roadway box.(Center Boot for Valves)
- 8. Stabilize concrete collar on the North West corner of Subdivision



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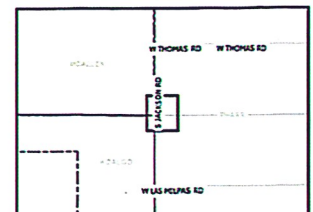




- Pharr City Limit
- Agricultural Open Space
- General Business
- Pharr Parcels
- Single Family
- Subdivisions
- Medium Density Multi-Family

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 156 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.S.2.

DATE SUBMITTED: October 23, 2018

MEETING DATE: November 5, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Perez Consulting Engineers, representing Carlos Canales Melhem, Owner, is requesting final plat approval of the proposed Trancasa Subdivision. The property is legally described as being a tract of land containing 7.21 acres being a part or portion of Lot 377, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of West HI-Line Road. **SUB#171130**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Perez Consulting Engineers, representing Carlos Canales Melhem, Owner, is requesting final plat approval of the proposed Trancasa Subdivision. **SUB#171130**

Financial Consideration:

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

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

Alternatives:

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 10/23/2018
Approved - 10/24/2018
Approved - 10/29/2018
Final Approval - 11/01/2018



MEMORANDUM

DATE: MONDAY, NOVEMBER 05, 2018
TO: PLANNING AND ZONING COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: TRANCASA SUBDIVISION FILE NO. SUB#171130
--

GENERAL INFORMATION:

APPLICANT: Perez Consulting Engineers, representing Carlos Canales Melhem, Owner, is requesting final plat approval of the proposed Trancasa Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a tract of land containing 7.21 acres being a part or portion of Lot 377, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1500 Block of West HI-Line Road.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Limited Industrial District (L-I) and Agricultural & Open Space District (A-O) to the north and east and Agricultural & Open Space District (A-O) to the south and west. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Truck yard.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Trancasa 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. The three (3) fire hydrants inside the subdivision were too low to the ground. Shall be raised so the fire hydrant wrench will be able to open the 2½ and 5" caps.

WATER:

1. Fire hydrants will need to be adjusted as per City Standards.

SEWER:

1. In compliance.

DRAINAGE:

1. In compliance.

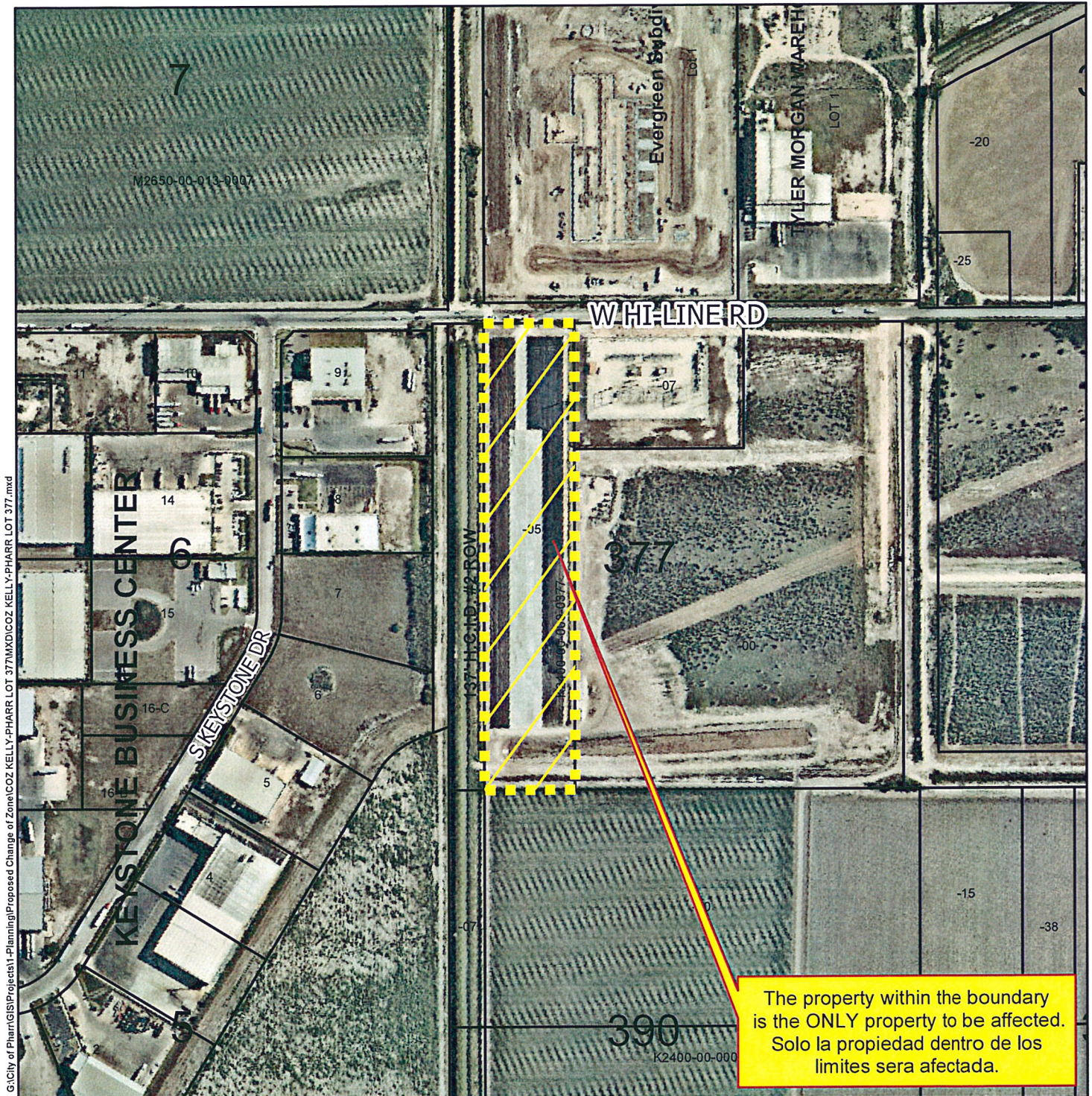
OTHER:

1. In compliance.

**PLANNING AND
ZONING
COMMISSION:**

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

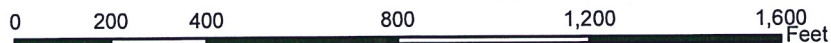
Proposed Change of Zone
 KELLY-PHARR LOT 377
 PHARR BRIDGE INVESTMENT CO



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

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

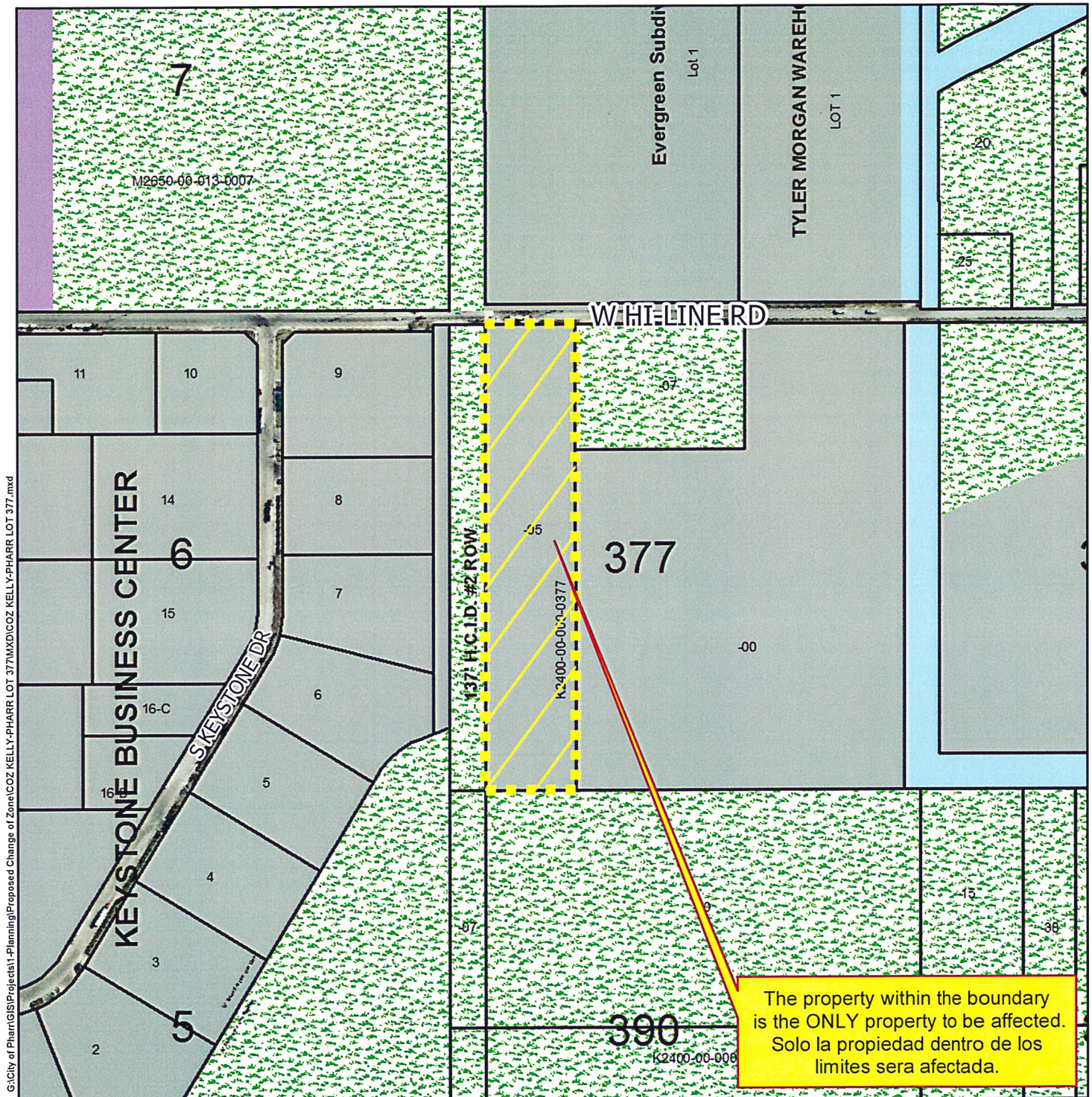
Scale: 1 inch = 400 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 10/19/2018



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 #: 6.A.

DATE SUBMITTED: October 16, 2018

MEETING DATE: November 5, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-55 relating to the number of authorized civil service positions within the Fire and Police Department. *(3rd & Final Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: No changes on the Police Department authorized strength.

Changes in the Fire Department authorized strength:

Rank of Firefighter has been decreased by 5, new total is 32.

Rank of Engineer has been increased by 3, new total is 17.

Rank of Lieutenant/Asst. Fire Marshal has been increased by 2, new total is 14.

Issue: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service positions in certain specified ranks to better serve the needs of the citizens of the City.

Financial Consideration: Positions have been budgeted and approved via the budget process.

Staff Recommendation: Staff recommends approval of updated Ordinance.

Alternatives:

ROUTING:

Hilda Pedraza

Anali Alanis

Patricia Rigney

Karla Moya

Created/Initiated - 10/16/2018

Approved - 10/16/2018

Approved - 10/17/2018

Approved - 10/22/2018

City Management Office

Final Approval - 11/01/2018

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2017 -55 OF
THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

**BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF
PHARR, TEXAS AS FOLLOWS:**

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	113	0	113
Sergeant	16	0	16
Lieutenant	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	37	-5	32
Engineer	14	3	17
Lieutenant/Asst. Fire Marshal	12	2	14
Deputy Chief/Fire Marshal	3	0	3
Assistant Chief	1	0	1
Fire Chief	1	0	1

3) any vacancies created are to be filled by civil service procedures;

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

SECTION 5: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 6: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 7: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of OCTOBER, 2018.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

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

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

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

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: October 16, 2018

MEETING DATE: November 5, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action if any, on Ordinance creating an annual registration and inspection process for multi-family dwellings. *(3rd & Final Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has identified that there are several multi-family dwelling units that are in substandard condition. In order to protect the health, safety and welfare of the residents, the Board of Commissioners desires to implement an annual registration program for multi-family dwelling units. The City of Pharr has a significant interest in ensuring that rental housing remains a safe and desirable housing option for its citizens.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 10/16/2018

Approved - 10/24/2018

Approved - 10/29/2018

Final Approval - 11/01/2018

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 22, "BUILDINGS AND BUILDING REGULATIONS", OF THE CODE OF ORDINANCES, AND ADOPTING THE ANNUAL REGISTRATION AND INSPECTION FOR MULTI-FAMILY DWELLINGS ORDINANCE; TO ADD DEFINITIONS; TO ADD REQUIREMENTS RELATED TO A CERTIFICATE OF OCCUPANCY; TO ALLOW THE BOARD OF COMMISSIONERS TO SET THE FEES AND TO PROVIDE FOR PERIODIC INSPECTIONS AND REINSPECTION FEES; TO REQUIRE INSPECTIONS BY THE LANDLORD AND TENANT; TO ADD LANGUAGE REGARDING THE PROBATIONARY STATUS, SUSPENSION OR REVOCATION OF REGISTRATION; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pharr desires to comply with all state and local laws in establishing annual registration and inspections for multi-family dwellings that will further the public's safety and welfare.

WHEREAS, the City Commission recognizes that the preservation of existing rental housing units is of tremendous importance.

WHEREAS, the City of Pharr is currently under the 2012 International Property Maintenance Code (IPMC) to include the most current International Codes promulgated by the International Code Council, Inc. to include all appendices and addendums adopted by the City; and

WHEREAS, the standards and requirements has been deemed necessary and appropriate for multi-family dwellings; and

WHEREAS, the City Commission of the City of Pharr desires to adopt an ordinance implementing annual registrations and inspections for multi-family dwellings.

SECTION 1: TITLE

This section, under Article VII. Housing Code, shall be known as:

Sec. 22-385 "Annual Registration and Inspection for Multi-Family Dwellings"

SECTION 2: PURPOSE

The purpose of this Chapter is to establish periodic, systematic inspection of rental housing within the City of Pharr, to protect the health and safety of the public, prevent blight, and preserve property values.

Sec. 22-386 – Definitions.

Apartment shall mean a room or suite of rooms within an apartment house arranged, intended or designed for a place of residence of a single family or group of individual living together as a single housekeeping unit and who do their cooking therein. (See “dwelling unit”)

Apartment house or building shall mean an apartment house which furnishes for the use of its tenants services ordinarily furnished by hotel, but the privileges of which are not primarily available to the public.

Dwelling unit shall mean any building or portion thereof which is designed for or used primarily for residential occupancy for the purpose of human habitation, but not including hotels, boardinghouses or mobile homes, trailers, motor coaches or other recreational vehicles.

- a. *Single Family*: A building designed for and/or occupied exclusively by one family as a separate dwelling unit.
- b. *Duplex*: A building designed and/or occupied exclusively by two families living independently of each other
- c. *Triplex*: A building designed for and/or occupied exclusively by three families living independently of each other.
- d. *Fourplex*: A building designed for and/or occupied exclusively by four families living independently of each other.
- e. *Multiple*: A building designed for and/or occupied exclusively by five or more families living independently of each other.

Improper shall mean not approved, inadequate, deteriorated, defective, insufficient or not good working order.

Family shall mean one or more persons who are related by blood, adoption or marriage, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five (excluding servants) living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit, cost-sharing basis.

Landlord shall mean owner or lessor, and additionally includes management company or managing agent, including on-site manager, of a multi-family complex.

Nuisance shall mean any of the following:

- 1) Any attractive hazard which may prove detrimental to minors whether in a building, on the premises of a building or upon an occupied lot. This includes, but is not limited to, any abandoned wells, shafts, basements, septic tanks, or excavations; abandoned refrigerators or motor vehicles; or any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove to be a hazard for inquisitive minors.
- 2) Whatever is dangerous to human life or is detrimental to health, safety and welfare.
- 3) Overcrowding a room with occupants.
- 4) Insufficient ventilation or illumination.
- 5) Inadequate or unsanitary sewerage or plumbing facilities.
- 6) General uncleanness.
- 7) Whatever renders air, food, or drink unwholesome or detrimental to the health, safety and welfare of human beings.
- 8) An abandoned structure, basin chamber, pool or tank located indoors or outdoors containing an artificial body of water intended to be used for swimming, diving or recreational bathing, including spas, or hot tubs, which becomes unfit to be used for the purpose intended.

Occupant shall mean any person living or sleeping in a building, or having possession of a space within a building.

Operating condition shall mean free of leaks, safe, sanitary and in good working order.

Premises shall mean a lot, tract or parcel of real property, including any buildings or structures on the land.

Property Manager shall mean a person who, for any form of consideration, has managing control of a premise and that is primarily responsible for leasing and collecting the rents for any multi-unit complex and in charge of the complex

Violation categories are deemed violations by the Building Official and are defined as follows:

- a. Life safety violation – a violation of the maintenance code, health code, fire code, or building code that represents an imminent threat of death or injury to persons on the premises of a single-family or multi-family dwelling.
- b. Critical violation – a minimum housing standard violation or a health code violation that is capable of causing or contributing to injury or illness of occupants.
- c. Non-critical violation – a minimum housing standard or minor health code violation that;

- i. Represents defects, damage, or deterioration in or on a structure; or
- ii. Creates a decrease in general sanitation or hygiene.

Sec. 22-387 – Certificate of Occupancy for Multi-Family Dwellings.

- a) It shall be unlawful for any person to lease or rent space in a multi-family complex without a current and valid Certificate of Occupancy having been issued for said multi-family complex. A separate certification will be required for each separate location.
- b) In the absence of a valid certificate of occupancy, no unit may be leased.
- c) The owner shall file with the Building Official a written application for a certificate of occupancy, on the form provide for that purpose, signed by owner. Should an applicant own dwellings at more than one (1) location, a separate application shall be filed for each location. A multi-family complex license is not assignable or transferable. If the property owner in whose name the permit is issued transfers ownership of the property utilized by the Certificate of Occupancy, the permit is automatically canceled. A new certificate of occupancy must be obtained within thirty (30) days after the change of ownership or revocation in order to continue operating. If a certificate of occupancy is not obtained for all buildings in the complex within thirty (30) days the case will be forwarded to Municipal Court and may order that the building be vacated until such times as a certificate of occupancy is issued.
- d) The application shall be on a form prescribed by the Building Official, and shall at a minimum contain the following information about the complex:
 - 1) The trade name, physical address and business address;
 - 2) The names, addresses and telephone numbers of the owner(s), property manager, resident manager, registered agent, and the type of business entity which owns the complex;
 - 3) The names and physical address of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent crime. A post office box shall not suffice for the address requirements of this subsection;
 - 4) A copy of a site plan depicting the total number of all buildings within the complex, including a description of the use of each building and the location of each building within the complex;
 - 5) The total number of dwelling units;
 - 6) The number of dwelling units per category, with the categories based on the number of sleeping rooms in a unit;

- 7) If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name and physical address of any of the following:
 - a) For a corporation, a corporate officer;
 - b) For a partnership, a general partner;
 - c) For a limited liability partnership, the managing or administrative member;
 - d) For a limited partnership; a general partner;
 - e) For a limited liability partnership, a general partner;
 - f) For a trust, a trustee;
 - g) For a real estate investment trust, a general partner or an officer; or
 - h) For any other legal entity not named above, a duly authorized agent;
- 8) If the property is owned by a person, or an entity located outside the State of Texas, the owner shall designate a registered agent, in the State of Texas, who will accept legal service on behalf of the owner and provide a physical address of that agent.
- 9) If any change in the information required by this section occurs, the owner shall notify the Director of Development Services or designee within thirty (30) days of the change, in a manner prescribed by the building official.
- 10) Present evidence that the multi-family complex has been sprayed and treated for insects, rodents, and vermin, within the preceding six (6) months by a person licensed under the Texas Structural Pest Control Act.
- 11) Upon request, official rental records shall be made available to the inspector, including but not limited to, lease agreements and other records which indicate the number of occupants per apartment unit. Also made available upon request a log of all repairs and replacement costing more than two hundred dollars (\$200.00) made to the complex.
- 12) A license issued pursuant to this article shall be posted and displayed in the multi-family dwelling office or a conspicuous place to which occupants have access, and shall not be removed except by the building official.

Sec. 22-388 – Annual registration certificate and fees.

The landlord of a multi-family dwelling complex shall annually register the complex with the building official and pay the city fee of \$50.00 to offset the city's cost of administration, registration and inspection.

- a) The annual occupancy licensing shall be provided for multi-family complex with two (2) or more units. In addition, there will be an annual inspection fee of twenty dollars (\$20.00) per unit.
- b) The unit inspection fees shall be due and payable to the City of Pharr Building Safety Division on or before the expiration date of the license.
- c) A late fee of \$5.00 of the annual license fee is due for each month the payments of the annual fee is delinquent.
- d) A replacement license may be issued for lost, destroyed, or mutilated licenses upon application of the form provided by the administrator for a fee of ten dollars (\$10.00).
- e) If a change of ownership of the complex occurs during the period that a registration is otherwise valid, the Landlord of the complex shall have thirty (30) days from the date the change of ownership occurred to file a new registration with the building official and pay a new registration fee.
- f) The fee requirements described above shall not include a dwelling unit on a college, university, or seminary occupied by a student and the student's family and in which the dwelling unit is owned by the respective college, university, or seminary.
- g) Exemption: A multi-family dwelling complex whose original construction was completed on or after January 1, shall be exempt from the director's periodic inspection for one (1) year from the date the original certificate of occupancy was issued for the complex. However, an inspection of the complex shall be triggered during the exemption period if:
 - 1. Ownership of the complex changes, in which case an inspection shall be made; or
 - 2. The director receives a valid complaint of, or otherwise becomes aware of, a violation at the complex.

Sec. 22-389 – Owner responsibilities – Minimum standards.

- a) The owner shall present evidence that the multi-unit complex has been sprayed and treated for insects, rodents, and vermin, within the preceding six (6) months by a person licensed under the Texas Structural Pest Control Act.
- b) An owner shall:
 - 1. Provide adequate number of solid waste receptacles or containers on the premises, and provide adequate removal services.

2. Keep the doors and windows of a vacant structure or dwelling unit properly secured, in order to prevent unauthorized entry.
3. Not store junk, junked or wrecked vehicle or parts thereof on the premises.
4. The owner must also certify that all dwelling units are equipped with a smoke detector that complies with the applicable state law at the time of leasing unit.
5. All apartment complexes shall have functioning interior and exterior lighting in all areas accessible to the general public including, but not limited to, common areas and parking lots.
6. Emergency numbers. The names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number where said employees can be contracted during any twenty-four hour period. The sign shall be prominently displayed in exterior, publicly accessible areas of the complex. If the complex has an on-site management office, one (1) sign shall be posted on the exterior of the office.

Sec. 22-390 – Substandard premises.

A premise is considered substandard under this article if any one or more, in any combination, of the following conditions exist on the premises:

1) Inadequate sanitation.

- a. Lack of a bathroom or the existence of an improper bathroom.
- b. Lack of or an improper kitchen.
- c. Lack of hot and cold running water to plumbing fixtures.
- d. Lack of or improper required heating, mechanical ventilation or electric facilities.
- e. Lack of or improper space or floor area.
- f. Lack of required electrical lighting.
- g. Dampness of habitable space.
- h. Infestation of insects, vermin or rodents.
- i. The existence of dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.
- j. Lack of or improper connection to required sewage disposal.
- k. Lack of or improper garbage and rubbish storage and removal facilities.

- I. Lack of or improper drainage, so as to prevent standing or stagnant water on the premises.

2) Structural hazards

- a. Improper foundations.
- b. Improper flooring or floor supports.
- c. Flooring or floor supports of insufficient size to carry imposed loads safely.
- d. Members of walls, partitions or other vertical supports that split, lean, list, or buckle due to defective material, deterioration, or improper construction.
- e. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads safely.
- f. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads safely.
- g. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material, deterioration, or improper construction.
- h. Fireplaces or chimneys which list, bulge, or settle due to defective material, deterioration, or improper construction.
- i. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads safely.
- j. Lack of or improper required railings, stairs, steps and balconies.

Sec. 22-391 – Utility standards.

The owner shall:

- a. Provide and maintain, in operating condition, connections to discharge sewage from a structure of land into a public sewer system when available.
- b. Provide and maintain a supply of hot water of a constraint minimum temperature of one hundred ten degrees Fahrenheit (110F), within each dwelling unit.
- c. Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures and comply with the electrical code of the City of Pharr, as it now exists or may hereinafter be amended.
- d. Maintain all electrical, plumbing, heat and other facilities supplied by the owner in a good working condition at all times.

- e. If a fixed air conditioning system is furnished, it must be designed to cool to a twenty-degree differential between inside and outside temperatures, or at least seventy-eight (78) degrees Fahrenheit. If mechanical air conditioning is not supplied, there shall be insect screens attached to all windows and doors as provided in Section 304.14 of the International Property Maintenance Code.

Sec. 22-392 – Interruption of utilities.

- a) A landlord or a landlord's agent may not interrupt or cause the interruption of utility service, whether paid by the landlord or the tenant unless the interruption results from bona fide repairs, construction, or an emergency.

Sec. 22-393 – Inspections

- a) Application for the operation of a multi-family dwelling license constitutes consent for the City to inspect individual dwelling unit to determine compliance with this article. For the purpose of ascertaining whether violations exist, the building official, or duly authorized designee, is authorized to inspect at reasonable times:
 - 1. The exterior of the structure;
 - 2. The interior and exterior of vacant multi-family units;
 - 3. The interior of occupied multi-family units if permission is granted by the occupant; or
 - 4. Enter, using the license or permit holder's authority, to inspect the license or permit holder's property (after allowing the license or permit holder to provide a 24 hour notice of inspection to the tenant).
 - 5. Occupied dwelling units upon receipt of complaint by the unit's tenant during a periodic inspection.
- b) The inspector also had the right to inspect all portions of the premises and structures located on the premises that are not dwelling units. These include all storage areas, community buildings, swimming pools, athletic facilities, equipment rooms, and other facilities that are not constructed as dwelling units. The inspector has the right to inspect whenever necessary.
- c) Whenever necessary to make an inspection to enforce any provision of this code, whether the building official or his/her authorized designee has reasonable cause to believe that there exists in any building in or upon premises any substandard condition or code violation, he shall first present proper credentials and request entry. If such buildings are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building. If such entry is refused, or if the owner or other person having charge or control of the premises cannot be found, then

the inspector or building official shall have recourse to every remedy provided by law to gain entry, as through an inspection warrant.

- d) The City shall inspect a representative sample, as determined by the City, of those individual dwelling units specified in the most recent multi-family license application. When a representative sample reveals that greater than ten percent of inspected dwelling units are substandard, the City may perform a comprehensive premises inspection to determine compliance with this article.

Sec. 22-394 – Occupancy limits.

A landlord shall not permit a dwelling unit within the complex to be occupied by other than a family, as that term is defined within this code, and shall not permit the number of person occupying a dwelling unit to exceed the occupancy load of the unit based on the standards set in the most recent International Building Code adopted by the City of Pharr.

Sec. 22-395 – Violations; notices; penalties.

- a) It shall be unlawful for any person to:
 - 1. Remove or destroy a placard placed by the building official or designee;
 - 2. Occupy a vacant structure or dwelling unit on which the building official or designee has not placed a placard;
 - 3. Authorize, as owner or property manager, a person to occupy a vacant structure or dwelling unit on which the administrator has not placed a placard;
 - 4. Knowingly violate any provision of this chapter, or to fail to correct any violation after notification by building official or designee; or
 - 5. Not obtain the necessary permits for repairs and replacements as may be required by the ordinances of the City of Pharr.

Sec. 22-396 – Disconnection of utilities and placarding.

- a) The building official or designee may authorize the disconnection of utility service to any unit deemed unfit for human habitation. The building official or designee may place, or cause to be placed, a placard on a structure or dwelling unit that is deemed to be in an unsafe or unsanitary or dangerous condition.
- b) In the event a dwelling unit is deemed unsafe, the administrator shall give the owner or manager a statement of the particulars which make the dwelling unit a dangerous dwelling unit, and an order requiring the same to be put in such condition as to comply within a specified time with the terms of this chapter.
- c) In additions, the building official or designee may place a placard notice on all dwelling which are determined to be dangerous dwelling units which shall read as follows:

Date _____ / _____ / _____ Case # _____

WARNING – THIS STRUCTURE HAS BEEN FOUND TO BE A DANGEROUS DWELLING UNIT OR UNSAFE EQUIPMENT OR UNFIT FOR HABITATION BY THE BUILDING OFFICIAL OR HIS DESIGNATED REPRESENTATIVE. THE DWELLING UNIT IS TO BE VACATED IMMEDIATELY. THIS NOTICE IS TO REMAIN ON THIS BUILDING UNTIL IT IS REPAIRED OR DEMOLISHED IN ACCORDANCE WITH THE NOTICE WHICH HAS BEEN GIVEN THE OWNER, OCCUPANT, LESSEE, MORTGAGEE, OR AGENT OF THIS DWELLING UNIT AND ALL OTHER PERSONS HAVING INTEREST IN SAID DWELLING UNIT AS SHOWN BY THE DEED RECORDS IN OFFICE OF THE HIDALGO COUNTY CLERK. IT IS UNLAWFUL TO REMOVE THIS PLACARD UNTIL SUCH NOTICE HAS BEEN FULLY COMPLIED WITH (PENALTY = \$500).

- d) That statement and placard notice shall also be given to the occupant, lessee, mortgagee, and all other persons having an interest in such dwelling unit as shown by the city's tax roll or the deed records of the county clerk, stating that:
 - 1. The owner or landlord shall vacate, or cause the dwelling unit to be vacated, immediately and not rented until all violations are corrected; or
 - 2. The owner or landlord shall repair or demolish the dwelling unit.
- e) If the owner of the property resides outside of Texas, the city may give notice to the multi-unit complex manager. In the event the city provides notice to the complex manager, such notice shall be deemed to be given to the owner. The owner shall be responsible for corrections of the violations identified in the notice provided to either the owner or the manager on the owner's behalf.
- f) If a deficiency is not corrected, the Director of Development Services or designee may revoke the occupancy license as to the dwelling unit.

Sec. 22-397 – Penalty for violations and re-inspection fees.

- a) Every person, firm, or corporation who shall violate any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine. Each day that a violation exists shall be deemed a separate offense.
- b) In the event any of the violations require a re-inspection, then a re-inspection fee of seventy-five dollars (\$75.00) shall be paid prior to the re-inspection.
- c) Suspension of license. A multi-family license may be temporarily suspended by the City for:
 - 1. Repeated failure of the license holder to comply with the requirements of this article;

2. For possessing one or more substandard units that have been substandard for greater than 60 days; or
 3. For possessing a multi-family dwelling that represents an imminent threat to occupants. The license holder shall be notified in writing that the license is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided, if a written request for a hearing is provided to the City by the license holder.
- d) Reinstatement of suspended license. Any person whose license has been suspended may, at any time, make written application for a re-inspection for the purpose of reinstating the license. Within ten (10) days following receipt of a request, which shall include a statement signed by the applicant that in the applicant's opinion, all of the violations that caused suspension of the license have been corrected, the City shall make a re-inspection. Upon re-inspection, if all life safety, critical, and noncritical violations have been corrected, the license shall be reinstated.
- e) Revocation of license. For serious or repeated violations of any of the requirements of this article, or for interference with the City or any of his/hers agents in the performance of their duties, the multi-family dwelling license may be permanently revoked after the City has provided an opportunity for a hearing. Prior to such action, the City shall notify the holder of the license, in writing, stating the reasons for which the license is subject to revocation and advising that the license shall be permanently revoked at the end of ten (10) days from the service of such notice unless a request for a hearing is filed with the City, by the license holder, within such ten (10) day period. A license shall be suspended for cause pending its revocation or a hearing relative thereto.
- f) Hearings. The City Manager shall assign one or more hearings officer(s) to conduct hearings provided for in this section at a time and place designated by the hearings officer(s). Based on the record of such hearing, the hearings officer(s) shall make a finding and shall sustain, modify or rescind any official notice or order to be considered in the hearing. A written report of the hearing decision shall be furnished to the license holder by the City.
- g) Appeals. Appeals may be made to the Building and Standards Commission.

Sec. 22-398 – Notices.

All notices required to be given to the City shall be given to the Director of Development Services or designee.

Sec. 22-399 – Landlord/tenant.

The terms of this article shall not be construed to alter the terms of any lease or other agreement between landlord and tenant or others relating to property that is the subject of the chapter; provided that no provision of any lease or other agreement shall be construed to excuse the compliance with this article by any person. It is the intent of this article to identify the

parties that the city will hold responsible for compliance with and violations of this article rather than to determine the rights and liabilities of persons under agreements to which the city is not a party.

Sec. 22-400 — 22-411. - Reserved.

SECTION 3 – SEVERABILITY

If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 4 – APPLICABILITY

Unless expressly exempted by this ordinance, the provisions of this chapter shall apply to all new multi-family development with two (2) or more units within the City of Pharr and an alteration of a nonconforming use of a building or premises of multi-family development with two (2) or more units that has been enlarged or altered to include but not limited to a repair, remodel, addition, that exceeds fifty percent (50%) of its area of nonconformity. This Chapter shall apply to every person, partnership, firm, corporation, group, governmental agency, or other entity that owns and/or leases land within the city.

SECTION 5 – SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 6 – EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 10 days and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 7 – CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas. If a municipal ordinance or parts of an ordinance conflict the most stringent regulation prevails.

SECTION 8 – PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said

meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 16, 2018

MEETING DATE: November 5, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-28 (Public Comments). *(2nd Reading)*

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
Patricia Rigney
City Management Office

Created/Initiated - 10/16/2018
Approved - 10/17/2018
Final Approval - 11/02/2018

ORDINANCE NO. O-2018-__

AN ORDINANCE AMENDING ORDINANCE O-2010-32 AND ORDINANCE O-2015-28 OF THE CITY OF PHARR, TEXAS; INCLUDING PROCEDURES FOR PLACEMENT OF ITEMS ON THE OFFICIAL AGENDA OF MEETINGS OF THE CITY OF PHARR; PROHIBITING DISCLOSURE OF DISCUSSION BY ANY OFFICIAL OR PERSON PRESENT DURING CLOSED SESSIONS; DECLARING SUCH DISCLOSURE TO BE A VIOLATION OF CHARTER AS WELL AS A CRIMINAL ACT RESULTING IN PENALTIES, FINES, OTHER PUNISHMENT; DECORUM AND ORDER OF PERSONS PRESENT; SEARCH OF PERSONS AND POSSESSIONS; PUBLIC HEARING POLICY; GENERAL PUBLIC COMMENTS; PLACEMENT OF AGENDA ITEMS AND RECONSIDERATION OF ITEMS; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

§ **WHEREAS**, the community has over the years urged that the image of the City of Pharr and its citizenry be improved by focusing on problem solving and the diverse exchange of ideas;

§ **WHEREAS**, the City of Pharr has become what it is today as a result of the exchange of ideas of those interested in the development and growth of the city;

§ **WHEREAS**, the governing body may hold meetings that are open to the public and viewed by many interested in the on-goings of Pharr city business;

§ **WHEREAS**, the governing body may desire that any and all public discourse be limited to issues listed on the official, legally posted agenda;

§ **WHEREAS**, the business of the City of Pharr should be conducted with respect, dignity, and accountability;

§ **WHEREAS**, the City of Pharr acts to immediately impose procedures for the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues;

§ **WHEREAS**, the City of Pharr expects that its elected and other officials protect, defend, and further the interests of the City of Pharr;

§ **WHEREAS**, the City of Pharr elected and other officials should be held to a standard of the utmost loyalty in faithfully carrying out the duties of the office each holds;

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

SECTION 1: **DEFINITIONS; OPEN MEETINGS; PUBLIC HEARINGS.**

- (a) ***“Governing body”*** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as the Pharr Board of Commissioners, board, commission, committee, or any authorized group of persons elected or appointed that serve the interests of the City of Pharr by official means in a final or advisory capacity.
- (b) Meetings of the governing body are public meetings unless excepted in accordance with applicable state laws or this ordinance. All matters included herein will further the public’s health, safety, and welfare.
- (c) ***Public Hearings; Those Affected; Public Hearing Sign in Requirement.*** If a public hearing is listed on a legally posted agenda, a person or entity that received notice from the city on a pending item for consideration, a person that may be positively or adversely affected physically, by use or damage to property, or to any other legally recognizable interest, may be allowed to address the governing body during the public hearing portion of the meeting following registration with the presiding city clerk and prior to the scheduled meeting. 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.
- (d) ***General Public Participation; Sign in Requirement; Time Limit; Limitation on Speakers.*** Comments and suggestions by the public are highly valued and encouraged during those parts of a meeting designated for public participation, if any. On each regularly scheduled meeting of the board of commissioners or at such other time as may be designated by the city commission from time to time, a number less than a quorum of commissioners shall be available to the general public for a maximum of 15 minutes after adjournment for public comments with any individual desiring to speak having a limit of three (3) minutes. A person intending on addressing the governing body may speak following registration with the presiding city clerk and prior to the scheduled meeting. The City shall not include public participation during a special called meeting or a workshop session. Persons desiring to speak during public comments shall sign in with the city clerk not earlier than 12:00 p.m. on the day of the scheduled meeting. 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. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak. A sign-in form for general public participation shall be promulgated by the city clerk and be made available at the city clerk's office. The 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 participation has ended.

SECTION 2: **PROCEDURES.**

- (a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no person shall be denied an opportunity to address the governing body on an agenda item on the day for which the item is scheduled because of a variance to the order of procedure.
- (b) No person shall address the governing body without first being recognized by the mayor or presiding officer.
- (c) Any person, either individually or in a representative capacity, shall not address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section.
- (d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.
- (e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.
- (f) Each person addressing the governing body shall give his name and address in an audible tone of voice for the record, state the subject he wishes to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either

directly or through a member of the governing body, without the permission of the presiding officer. No question may be asked a member of the governing body, or a member of the city staff, without the permission of the presiding officer.

- (g) In order to expedite matters and to avoid repetitious presentations, whenever any identifiable group of persons wishes to address the governing body on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the governing body and, in case additional matters are to be presented by any other member of such group, to limit the number of such persons addressing the board.
- (h) After a motion has been made or a public hearing has been closed, no member of the public shall address the governing body on the matter under consideration without first securing permission to do so by the presiding officer.
- (i) Any person, business, corporation, or other entity that desires to solicit services to the city shall not use a public hearing agenda item for discussion or consideration of such services. The governing body will consider solicitations only if placed on the agenda and, if applicable, after such legal requirements have been satisfied for the purchasing and contracting of such services.

SECTION 3: **ORDER AND DECORUM.**

- (a) **Board members.** While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
- (b) **Employees.** Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.
- (c) **Persons addressing the board.** Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that may impede, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body. Only persons authorized to address the governing body may use exhibits, displays, and other visual aids as they may relate to the subject of the

presentation.

- (d) ***Members of the audience; Search.*** All persons in close proximity to members of the governing body and official meeting areas shall be subject to a search of purses, bags, backpacks, and other items used for carrying personal possessions. It shall be unlawful for any person to engage in disorderly conduct such as: hand clapping, stomping of feet, whistling, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. Use of placards, banners, signs, exhibits, displays, clothing, and other visual aids or devices that display sentiments that may be threatening, abusive, profane, or result in any disorderly conduct are not permitted in the governing body's meeting area during meeting times. No conversation among persons in the audience shall take place that may disturb the order of business. All mobile and other communication devices including telephones shall be on silent or a non-audible mode. Hand clapping may be allowed as an exception to this provision in instances allowed by the presiding officer such as celebratory or positive acknowledgment.

SECTION 4. **DISTURBANCE ABATEMENT.**

- (a) ***Warning.*** All persons at the meetings of the governing body shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, such officer may order him/her to remove himself/herself from the meeting. If he/she does not remove himself/herself, the presiding officer may order that the city manager or a law enforcement officer have the person removed.
- (b) ***Removal.*** The chief of police, or such member of the police department as the presiding officer may designate, shall be sergeant-at-arms of the board of commissioners meetings. The chief shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who disturbs the proceedings of the governing body.
- (c) ***Necessitating removal.*** It shall be unlawful for any person at a meeting of the governing body to resist removal by the sergeant-at-arms.
- (d) ***Motions to enforce.*** Any member of the governing body may move to require the presiding officer to enforce the terms of this section, and the affirmative vote of a majority of the governing body shall require him to do so.

- (e) **Adjournment.** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned and the remaining business considered at the next regular meeting.

SECTION 5: **USE OF CAMERAS AND RECORDERS.**

Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in a reasonable manner in the public section of the commission chamber.

SECTION 6: **PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.**

The rules and procedures set out herein shall be applicable to the city's elected body **only. Provisions set herein shall not be applicable to other boards and committees.**

SECTION 7: **NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.**

All or part of the provisions of this ordinance may be placed in an area to be viewed by the public at or near the meeting site.

SECTION 8: **PLACEMENT OF ITEMS ON THE OFFICIAL MEETING AGENDA.**

(a) Any elected or appointed official shall be prohibited from placing any item for the purposes of discussion or to be acted upon if the subject matter may result in either an unbudgeted expenditure of funds, or interference with a pending investigation or other legal matter.

(b) Matters that have been voted on the governing body shall not be placed on the agenda for reconsideration within six (6) months, unless a member of the governing body on the prevailing side, or a member of the governing body appointed or elected to the governing body since the matter was considered, makes a written request to the reconsider the matter in question.

SECTION 9: **CLOSED SESSION DELIBERATIONS.**

It shall be unlawful for any person present during a closed session meeting of the governing body to disclose the matters discussed or any information received during the closed session to a non-privy third party unless otherwise ordered by a court of law. Violation of this provision by an elected or appointed official shall be deemed a failure to faithfully execute the duties of office under Article X, Section 4 of the Pharr City Charter. Violation of this provision may also result in the maximum fine allowed by law as well as

other relief at law or equity allowed by law for violation and enforcement of Ordinances.

SECTION 10: ENFORCEMENT; PUNISHMENT; PENALTIES.

(a) Should any person or business violate the prohibitions contained herein, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action, and any and all other relief as may be necessary.

(b) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

(c) A liable party shall be subject to a civil penalty up to \$200 per violation, in addition to court costs, and other fees allowed by law.

SECTION 11: SAVINGS CLAUSE. Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 12: SEVERABILITY CLAUSE. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 13: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 14: EFFECTIVE DATE; PUBLICATION.

The ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

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

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: October 25, 2018

MEETING DATE: November 5, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-30 revising and updating the Accounting Policies and Procedures. **(1st Reading)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

As part of our commitment to be transparent and to demonstrate good internal control practices, the City of Pharr is revising its Accounting Policies and Procedures adopted on May 2010 by ordinance. This is a revision amending some sections to improve our accounting internal control policies.

The following sections were revised/added :

1. Chart of Accounts. Pg. 9-12-(Updated accounts with most recent format)
2. Fixed Assets/ Capital Outlay (Definition added and criteria for Repairs and Maintenance added)
- 2.Authorization to process Wire Transfers Pg. 24 & 25-(Added)

Financial Consideration: N/A

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 10/25/2018

Karla Moya

Approved - 10/29/2018

Patricia Rigney

Approved - 10/31/2018

Sandra Zamora

Approved - 11/02/2018

City Management Office

Final Approval - 11/02/2018

ORDINANCE NO. O-2018-____

**AN AMENDING ORDINANCE NO. O-2010-30 PROVIDING FOR
ADOPTION OF THE CITY OF PHARR ACCOUNTING POLICIES
& PROCEDURES MANUAL AS THE AUTHORITATIVE GUIDE
TO ACCOUNTING POLICIES AND PROCEDURES INCLUSION
IN PHARR CODE OF ORDINANCES; INCORPORATION OF
OTHER ORDINANCES; REPEALING CONFLICTING
ORDINANCES; SEVERABILITY; AND DISPENSING WITH
READINGS, EFFECTIVE DATE**

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

SECTION 1: ACCOUNTING POLICIES AND PROCEDURES.

The attached City of Pharr Accounting Policies & Procedures shall be the guide and source of principles for applicable personnel.

SECTION 2: REPEALING CLAUSE.

This Ordinance, as well as the attached policies and procedures, shall be enforce and apply to all personnel and agents of the City of Pharr and vendors. This Ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished, and repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE.

If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 4: PUBLICATION, EMERGENCY; AND EFFECTIVE DATE.

The importance of the subject matter hereof creates an emergency and imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with-by a vote of not less than a majority of all the members of the Board of Commissioners-in accordance with the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter. This Ordinance takes immediate effect upon passage as allowed by charter.

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



CITY OF PHARR

Accounting Policies and Procedures

Updated November 2018



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USER'S GUIDE

FINANCE DEPARTMENT RESPONSIBILITIES:

The City of Pharr's Finance Department has been entrusted with the responsibility of ensuring all City funds are being expended in the most efficient manner possible. The policies and procedure set forth in this manual have been developed with the goal of ensuring that expenses are recorded in a manner consistent with Generally Accepted Accounting Principles (GAAP).

FINANCIAL SYSTEM:

All expenses recorded in the City's financial system should also include enough detail, approvals, and account numbers to ensure that department expenses are being properly recorded. The approval process that is required on the policies accompanying this manual has been developed with enough internal controls in place to safeguard all city property.

ETHICS:

As an employee of the City of Pharr, we have a duty to our taxpayers to ensure that everything in our power is being done to spend tax dollars as efficiently as possible, to safeguard all funds and City property, and to be held accountable for our actions as custodians of City assets. It becomes important for all employees with the above responsibilities to abide by a set of professional standards, or a code of ethics. The following ethics code has been adapted from the Government Finance Officers Association (GFOA) Code of Professional Ethics:

Therefore:

- ✓ City employees shall abide by approved professional practices and recommended standards
- ✓ City employees shall exercise prudence and integrity in the management of funds in their custody and in all financial transactions.
- ✓ City employees shall not knowingly sign, subscribe to, or permit the issuance of any statement or report which contains any misstatement, or which omits any material fact.
- ✓ City employees shall respect and protect privileged information to which they have accessed by their office.
- ✓ City employees shall be sensitive and responsible to inquiries from the public and the media, within the framework of state or local government policy.
- ✓ City employees shall not knowingly be a party to or condone any illegal or improper activity.
- ✓ City employees shall manage all personnel matters within the scope of their authority so that fairness and impartiality govern their decisions.
- ✓ City employees shall discharge their duties without favor and shall refrain from engaging in any outside matters of financial or personal interest incompatible with the impartial and objective performance of their duties.

USER'S GUIDE-(CONTINUED)

ETHICS-(CONTINUED)

- ✓ City employees shall not, directly or indirectly, seek or accept personal gain which would influence, or appear to influence, the conduct of their official duties.
- ✓ They shall not use public property or resources for personal or political gains.

POLICY: CUSTODIAN OF FUNDS

Policy:

Per City Charter, the City Manager shall be held responsible to the Board of Commissioners for the execution of the laws and the administration of the government of the City. Therefore, the City Manager is the official custodian of all City and grant funds, and by way of the Director of Finance authorizes the disbursement of City and grant funds consistent with accounting procedures of the American Institute of Certified Public Accountants and/or procedures set forth by the Government Finance Officers Association (GFOA).

RESPONSIBILITIES:

DEPARTMENT HEADS:

All Department Heads and/or their designee are responsible for following the policy and procedure as outlined above. They are also responsible for carrying out their assigned duties by following professional standards and the Code of Ethics. In addition, they will be responsible for ensuring that all City funds under their custodianship are deposited and/or spent according to regulations as set forth by grantors, as well as local, state, and federal mandates.

PURCHASING DEPARTMENT:

The Purchasing Department is responsible for ensuring that procurement state requirements and internal policies are followed.

FINANCE DEPARTMENT:

The Finance Department is responsible for ensuring that all financial transactions are properly recorded as per Generally Accepted Accounting Principles (GAAP) as well as per Local, State, or Federal mandates. The Finance Director, through authority of the City Manager, will ensure that all City funds are safeguarded against theft or misappropriation. The Finance Department will furnish financial reports to the City Manager on a timely basis as a guide for efficient management of City business.

RESPONSIBILITIES-(CONTINUED)

CITY MANAGER:

Through the authority in Texas Statutes Local Government Code as well as the City Charter, the City Manager is ultimately responsible for custodianship of all City funds. The City Manager will expect full cooperation from Department Heads to ensure that all funds under their custodianship are being efficiently managed.

POLICY: CONTROLLERSHIP FUNCTION

Collection, Deposit and Disbursement of City Funds

The Finance Director, as authorized by the City Manager, shall have sole responsibility to perform all accounting functions pertaining to the City and Grant funds, including, but not limited to collection, deposit, and disbursement. Authorized representatives of the Finance Director shall be Senior Accountant or Assistant Director if position exists.

COLLECTIONS

All funds collected by any City Department authorized to accept cash, check, or credit card payments shall be processed by personnel authorized by the Department Head.

- a) CASH PAYMENTS-Must be processed by the City's finance system, be supported with a detailed transaction report, and submit the report daily to the Finance Department. All currency in denominations of \$20 or greater shall be verified for authenticity by using a counterfeit bill detector pen across the face of the currency being received from a customer. The cashier will also compare the security strip on the currency to match with the denomination of the currency.
- b) CHECK PAYMENTS-Must be processed by the City's finance system, be supported with a detailed transaction report, and submitted daily to Finance Department. No temporary checks are to be received by any cashier/ Cashier should only accept checks that are permanent. These checks include the following information:
 - 1. Name
 - 2. Physical Address (No P.O. Box)
 - 3. City, State, Zip Code
 - 4. Pre-Printed check number
 - 5. Bank Name
 - 6. Authorized signature on line
 - 7. Micro line at the bottom margin of the check that includes check number, routing number, and bank account number.

POLICY: CONTROLLERSHIP FUNCTION-(continued)

Collection, Deposit and Disbursement of City Funds-(continued)

All cashiers must ensure the following steps be taken when accepting personal checks:

- All checks are to be made payable to the “City of Pharr.”
 - Make sure the date is correct. Do not accept post-dated checks.
 - If the check lists only a P.O. Box number rather than a physical address, then cashier is to request a physical address from the customer, confirm the address with other forms of identification, and write the full address next to the P.O. Box address.
 - If customer is paying for a utility bill, then be sure to include the customer’s utility account number on the check. If customer is paying for a permit, then be sure to include the permit type and permit number on the check. If person is paying for a court fine, then the cashier must include the citation or case number on the check, etc.
 - Make sure the numerical amount on the check is the same as the written amount on the check.
 - Make sure the customer signs the check. The person signing the check should also be the same person as pre-printed on the check.
 - Cashier will always write a valid driver’s license number on the check.
 - The reverse side of all checks accepted by the City of Pharr will be endorsed “For Deposit Only – City of Pharr”.
- c. CREDIT CARD PAYMENTS-Must be processed by the City’s finance system, be supported with a detailed transaction report, and submitted daily to Finance Department. Customer making a credit card payment at any facility might be asked to provide any form of picture identification to ensure that the credit card user is authorized to make transaction.

DEPOSITS

1. All bank accounts will be opened, closed, or consolidated as per recommendation of the Finance Director.
2. All City and grant funds shall be deposited in Board of Commissioners-approved depositories by the Finance Director or authorized representative(s).
 - a. The following Departments Heads (or their designees) shall be responsible for delivering cash and check receipts in a locking bank bag directly to the City Hall Water Department daily:
 - Animal Control
 - Development Services
 - Golf Course
 - Municipal Court
 - Parks & Recreation
 - Police Department

POLICY: CONTROLLERSHIP FUNCTION-(continued)

Collection, Deposit and Disbursement of City Funds-(continued)

- Public Utilities
- Public Works
- Vital Statistics
- Library

The Water Department will keep a log book updated daily with the number of bags delivered as well as the bank bag identification number. These money bags will be delivered to the bank depository daily via armored car service.

b. Armored Car services will be provided for daily pick up at the following locations:

- City Hall Water Department
- Pharr International Bridge
- Event Center

Armored Car services will be provided daily except on weekends, City holidays, and bank holidays.

DISBURSEMENTS

1. All payments made to vendors shall be made by check through the Purchasing Process following Accounts Payable Cycle
2. All check signors must be Board of Commissioners-approved. Signature of check signors must be on the signature cards on file at the city's approved depository.
3. All checks will require two Board of Commissioners-approved signatures authorizing the withdrawal of city funds.

RESPONSIBILITIES

DEPARTMENT HEADS:

All Department Heads and/or designee are responsible for following the policy and procures as outlined. In addition:

- Department Heads with Cash Receiving departments are required to fill "cashier" positions with employees possessing competent cash-handling skills so that City Funds may be safeguarded as much as possible.
- Department Heads are responsible for submitting daily cash receipt and disbursement reports to the Finance Department and ensure that all transactions are properly coded to the proper department and revenue/expense account numbers. These reports will be reviewed and approved daily by the Department Head or his/her designee.

POLICY: CONTROLLERSHIP FUNCTION-(continued)

RESPONSIBILITIES –(continued)

DEPARTMENT HEADS:

Collection, Deposit and Disbursement of City Funds-(continued)

- Department Heads shall also thoroughly investigate cash overages and cash shortages to ensure that future variances are minimized. They will also investigate these variances to ensure that variance trends among cashiers are also being reviewed.
- Department Heads will also be responsible for tracking and collecting their NSF checks due to their knowledge of the type of transaction and knowledge of the customer.

FINANCE DEPARTMENT:

The Finance Department is responsible for ensuring that all financial transactions are properly recorded, such as all cash collections, deposits, and disbursements. The Finance Director, through authority of the City Manager, will ensure that all City funds are safeguarded against theft or misappropriation. It is the Finance Director's duty to report any material amount in cash variances directly to the City Manager on a timely basis.

CITY MANAGER:

Through the authority in Texas Statutes Local Government Code as well as the City Charter, the City Manager is ultimately responsible for the efficient management of all City operations. The City Manager, through the Finance Director will ensure that enough internal controls are in place to safeguard all City funds, including collection, deposits, and disbursement of those funds.

POLICY: CHART OF ACCOUNTS

The basis for any accounting system is a good chart of accounts. It is especially important for purchasing accounts because a good chart of accounts allows the records to show purchased goods and services accurately and in appropriate detail. Recording all transactions in a consistent manner, by properly assigning the correct account numbers, will allow the City to possibly identify and track trends pertaining to revenues or expenses which may help City operations run more efficiently.

Included in this policy is a basic chart of accounts for accounting.

Outlined below is a general setup for accounting codes.

The account and fund structure presented here is only offered as a guide.

Expense account numbers are typically setup in the following format: **FF-DDDDD-AAAA-SS**

FF = Fund Number, DDDDD = Department Number, AAAA = Account, SS = Sub Account Number

The first two digits represent the fund number. They are as follows:

01-	General Fund
02-	Contingency Fund
20-	Hotel/Motel Fund
22-	Parkland and Dedication Fee
24-	Paving and Drainage
25-	Special Revenue Fund
30-	Community Development Block Grant
32-	Grants
35-	Series 2018
38-	Tax Notes Series 2017
39-	Series 2017
40-	General CIP
50-	Debt Service
55-	City Garage
60-	Utility Fund
61-	Utility CIP
65-	Event Center
70-	Pharr International Bridge
71-	Pharr International Bridge CIP
75-	Golf
82-	Greater Pharr Chamber of Commerce
84-	TIRZ No. 1
85-	TIRZ No. 2
86-	Pharr Economic Development Corporation (PEDC)
88-	Pharr Housing Finance Corporation
89-	Jackson Place Apartments

POLICY: CHART OF ACCOUNT-(continued)

01- General Fund

51000-City Manager
 51100-Finance
 51200-Police
 51300-Purchasing
 51400-Municipal Court
 51500-Fire Department
 51700-Public Works
 51800-Innovation and Technology
 51900-Media
 52000-Municipal Library
 52100-Grants Administration
 52200-Parks and Recreation
 52500-Communication
 52600-Human Resources
 52700-Development Services
 52800-Engineer
 53000-Non-Departmental

20- Hotel/Motel Taxes

51000-Administration

30- Community Development Block Grant

52600-Administration
 5XXX-20xx-2xx-Program Year

55- City Garage Fund

53500-Administration

60- Utility Fund

58100-Administration-Finance
 58200-Water Plant
 58300-Water Distribution
 58400-Wastewater Treatment
 58600-Sewer Lift Station
 58700-NonDepartmental

70- Pharr International Bridge

51000-Bridge Administration

75- Pharr Golf Course Fund (Tierra del Sol)

51000-Golf Administration

Expenditures account numbers are as follows:

1100 Series	Personnel Services
2200 Series	Supplies
3300 Series	Maintenance
4400 Series	Rental
5500 Series	Other Services
6600 Series	Vehicle Maintenance
7700 Series	Debt Service
8800 Series	Capital Outlay

POLICY: CHART OF ACCOUNT-(continued)

Account Numbers are as follows:

1000 Series	Assets Operating Accounts, Change Fund, Petty Cash, Receivables, Prepaid Expenses
2000 Series	Liabilities Accounts Payable, Wages Payable, Interfund Payables, Deferred/Unearned Revenues
3000 Series	Net Position/Fund Balance Unreserved Fund Balance, Reserved Fund Balance, Prior Year Adjustments, Net Invested in Capital Assets
4000 Series	Revenues 4100- General Tax Revenues 4200- Gross Receipts 4300- Revenue Producing Facilities 4400- Fines and Fees 4500- Licenses and Permits 4600- Charges for Current Services 4700- Grants 4800- Other Financing Sources

RESPONSIBILITIES:

DEPARTMENT HEADS:

All Department Heads and/or their designee are responsible for familiarizing themselves with the City's Chart of Accounts. Department Heads shall code all revenue and expense financial transactions using the above-mentioned Chart of Accounts and submit those transactions with proper approvals to the Finance Department.

FINANCE DEPARTMENT:

It is the Finance Department's responsibility is to ensure that all City financial transactions are properly recorded into the General Ledger financial system as per the above-mentioned Chart of Accounts. The Finance Department shall review all purchase orders, invoices, and check requests from other departments for thoroughness, accuracy, and consistency in adhering to the use of the City's Chart of Accounts.

POLICY: CHART OF ACCOUNT-(CONTINUED)

RESPONSIBILITIES-(continued)

FINANCE DEPARTMENT:

It is the Finance Department's responsibility, at the Finance Director's recommendation, to occasionally revise the Chart of Accounts as the City's needs change by adding new account numbers, deleting old account numbers, or merging multiple account transaction histories into one account. These changes will be communicated to all Department Heads, as well as the City Manager.

CITY MANAGER:

It is the City Manager's responsibility to become familiar with the Chart of Accounts so that consistency and proper account number coding can exist throughout the City. The City Manager shall review financial reports from the Finance Director that are developed using the above-mentioned Chart of Accounts. These financial reports are to be used as a tool to help identify and track any revenue or expense trends when reviewing the City's performance indicators.

POLICY: FIXED ASSETS/CAPITAL OUTLAY

Purpose:

This policy is established to help identify the capitalization threshold for property, plant, and equipment to be reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds.

POLICY:

All capital assets are valued at historical cost or estimated historical cost if actual historical is not available.

Definition

Capital assets are assets that 1) are used in operations and 2) have an initial useful life more than one year and 3) are \$5,000 or more. The term embraces both tangible and intangible assets.

All Repairs and maintenance are recorded as expenses. Any outlay that does no more than return a capital asset to its original condition, regardless of amount, should NOT be capitalized and classified as Maintenance and Repairs, since maintenance and repairs provide no additional value, their cost should be recognized as expense when incurred. Renewals and betterments are capitalized if 1) increase their utility or 2) extend their total estimated useful and 3) if they are \$30,000 or higher.

The following is the estimated useful life of each asset category:

- Buildings	50 Years
- Infrastructure	30 Years
- Improvements	20 Years
- Water and Sewer System	30-50 Years
- Machinery and Equipment	3-15 Years
- Library Books	as long as in collection

POLICY: FIXED ASSETS-(continued)

RESPONSIBILITIES:

DEPARTMENT HEADS:

Department Heads must familiarize themselves with the above-mentioned fixed asset policy and ensure that only those items meeting the \$5,000 capitalization threshold and the definition of a fixed asset are recorded as such. Supplies and materials must not be charged to capital outlay accounts. Capital outlay items must not be charged to supply and material accounts. Department Heads are also responsible for the control of all fixed asset items for their areas and should know where all items are located. They will also be responsible for completing an annual inventory and making corrections to the printout fixed asset pages, which are supplied. During the year, all items which have been lost, stolen, destroyed, become obsolete or transferred will be reported immediately to the Finance Department.

FINANCE DEPARTMENT:

The Finance Department will keep a record of all transfers of fixed assets and post corrections to the fixed asset ledger. The Finance Department will also be responsible for making sure that the fixed asset ledger agrees with audited financial reports as of the end of each fiscal year.

CITY MANAGER:

The City Manager, through the authority in Texas Statutes Local Government Code as well as the City Charter, is ultimately responsible for all fiscal year fixed asset activity. The City Manager will expect full cooperation from all Department Heads to ensure that the Finance Director has all information needed to satisfy Local, State, and Federal requirements concerning proper accounting for external, as well as internal, financial audits.

POLICY: BUDGET PROCESS

Purpose:

The purpose of this policy is to identify the person(s) responsible for preparing the fiscal year budget, as well as associated responsibilities for that position

POLICY:

The Charter for the City of Pharr identifies the **CITY MANAGER AS THE BUDGET OFFICER.**

RESPONSIBILITIES:

DEPARTMENT HEADS:

- Review the Budget Manual requirements.
- Attend appropriate budget training.
- List major services and programs provided by the department and set rank order priorities from highest to lowest.
- Prepare a written one-page executive summary highlighting key policy issues and budget themes to begin presentation, highlight major points of departmental budget.
- Forecast the projected ending balance of the current budget for inclusion in the budget document.
- Develop budget request and complete all required forms according to the specific instructions and time lines per budget calendar.
- Inform the Building Manager of planned building improvement requests for consideration, prioritization, and inclusion into the budget.
- Forward the completed sets of budget forms and supplemental information to the Finance Department.
- Coordinate the budget requests with the Finance Department and City Manager/Budget Officer.
- Modify the budget request forms with any changes discussed and agreed upon with the Finance Department and/or City Manager / Budget Officer.
- Assure that Budget Requests are fiscally conservative.
- Ensure that budgets are well-researched, accurate, fully documented, and supported by facts.
- Present the department budget request to the City Commission during the Budget Workshop.
- Ensure that budgets are prudently managed and executed after adoption by the City Commission.
- Ensure that approved service levels are delivered at the lowest possible cost.

POLICY: BUDGET PROCESS-(continued)

RESPONSIBILITIES- (continued:

FINANCE DEPARTMENT:

- Review the Budget Manual requirements
- Plan for and determine informational needs for policy makers to assist in budgeting review process.
- Provide budget manual and training to departments for development and presentation of their respective operating budget.
- Calculate and analyze tax and collection rates.
- Review and analyze budget requests for accuracy and for compliance with established instructions.

Attention to:

- Reviewing the department's strategic objectives, accomplishments, and program highlights and position summary.
- Examining the expenditure and revenue assumptions upon which the department has built the budget request.
- Determining if expenditures are budgeted at realistic levels.
- Determine if revenues are budgeted at somewhat conservative achievable levels.
- Determining cost effectiveness of programs and services.
- Determining whether a department has achieved its established budget target.
- Meet with department administrators and/or their fiscal staff to discuss key budget issues.
- Verify that all line item detail is consistent and ties to the final adopted budget appropriations.
- Assist the City Manager/Budget Officer in developing and presenting a balanced budget.
- Assist the City Manager in ensuring compliance with City Charter.
- Prepare budget document.
- Post approved budget in the City's computer system.
- File the approved budget with the City Secretary, Library, and post online in the City's webpage.
- Review and approve departmental budget amendments and adjustments for City Manager approval and submission to City Commission of needed.
- Update the City's computer system with approved budget amendments and adjustments.
- Monitor budget status throughout the year.

POLICY: BUDGET PROCESS-(continued)

RESPONSIBILITIES- (continued):

- Review and approve departmental budget amendments and adjustments for City Manager approval and submission to City Commission of needed.
- Update the City's computer system with approved budget amendments and adjustments.
- Monitor budget status throughout the year.

CITY MANAGER:

- Review departmental budget requests.
- Preliminarily prioritize new programs/projects before City Commission review.
- Ensure adequate departmental participation.
- Deliver a budget message to the City Commission.
- Present a balanced budget to the City Commission.
- Ensures appropriate execution of the budget after approved by City Commission.
- Ensure compliance with City Charter.
- Approve departmental budget adjustments and submit budget amendments for City Commission approval.

CITY COMMISSION:

- Sets fiscal policies and goals.
- Participate in budget workshops.
- Hold City Commission reviews of the draft budget.
- Certify collection rates.
- Hold public hearings if tax rate increase is proposed
- Certify tax rates.
- Hold public hearings on the budget.
- Adopt the budget.
- Approve or deny agenda items throughout the year based on budgetary/funding availability.

POLICY: BUDGET AND FINANCIAL REPORTING

Purpose:

The purpose of this policy is to identify the person(s) responsible for all financial reporting and budgetary comparisons for the City of Pharr.

City Charter identifies the City Manager as the **CEO** of the city and is therefore responsible for ensuring the annual budget is prepared. The City manager should also submit and make available to the public a complete report of the finances and administrative activities of the City as of the end of each fiscal year.

RESPONSIBILITIES:

DEPARTMENT HEADS:

Department Heads must familiarize themselves with the above-mentioned policy and ensure that budget money is available prior to making a purchase or creating a purchase order. For accounting purposes, as well as budgetary comparisons, they must also ensure that all transactions are correctly coded with proper account numbers.

FINANCE DEPARTMENT:

The Finance Department will be responsible, through City Manager authority, to help prepare and submit the fiscal year budget for adoption by the City Commission. The Finance Department will also prepare financial reports on budgetary comparison for review by City Manager monthly.

CITY MANAGER:

The City Manager, through the Finance Director, shall keep the Board of "Commissioners fully advised as to the financial condition and future needs of the City and make such recommendations to the Board of Commissioners concerning the affairs of the City through a Comprehensive Long-Term Capital Improvements Program. The City's financial reporting system and system of accounts shall conform to the standards required by Generally Accepted Accounting Principles, Federal and State regulatory agencies, or the Government Finance Officers Association. Monthly and/or quarterly financial reports shall be prepared and submitted to all department heads for their review and information.

POLICY: EXTERNAL AUDIT OF CITY FINANCES

Purpose:

The purpose of this policy is to ensure taxpayers of the City of Pharr that the City's records are audited annually and that the financial reports are prepared in accordance with Generally Accepted Accounting Principles, as well as meeting Local, Federal and State agency regulations.

POLICY:

The City of Pharr shall have its records and accounts audited annually.

DEPARTMENT HEADS:

Department Heads must familiarize themselves with the above-mentioned policy. They must ensure full cooperation with the Finance Department in meeting all audit needs related to their respective areas. Auditors may occasionally visit each department and request historical, or current information. It is the Department Head's responsibility to comply with those auditor requests as quickly as possible.

FINANCE DEPARTMENT:

The City, through the authority of the City Manager and Finance Director's recommendation, shall employ, at its own expense, a certified public accountant who is licensed in the State of Texas, or is a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy to conduct the external audit.

CITY MANAGER:

The City Manager, through the authority in Texas Statutes Local Government Code as well as the City Charter, is ultimately responsible for all fiscal year activity. The City Manager will expect full cooperation from all Department Heads to ensure that the Finance Director has all information needed to satisfy Local, State, and Federal requirements concerning proper accounting for external, as well as internal, financial audits. Audited financial reports, including the auditor's opinion on the statement, shall be filed in the office of the municipal secretary or clerk within 180 days after the last day of the City's fiscal year. The financial report is a public record.

POLICY: INTERNAL AUDIT FUNCTION

Purpose:

The purpose of this policy is to maintain an internal audit function to review and appraise business activities, integrity of records, and effectiveness of operations of the City in accordance with the Texas Internal Auditing Act and The Institute of Internal Auditors Standards. Technical competence of the internal audit staff will be maintained by appropriate continuing education.

POLICY:

The internal audit function has full, free, and unrestricted access to any of the City's records (manual or electronic), property, and personnel relevant to any subject under review and is to exercise prudence in the use of these resources. Internal audit provides an independent review and appraisal of accounting, financial and other operations of any activity as a service to management. The objective of internal auditing is to assist the administration in the effective discharge of their responsibilities by furnishing objective analyses, appraisals, recommendations, and pertinent comments concerning the activities reviewed.

The scope of internal auditing will be defined by the internal audit function. The scope encompasses the examination and evaluation of the adequacy and effectiveness of the City's system of internal controls and the quality of performance in carrying out assigned responsibilities, including:

- Reviewing the reliability and integrity of financial and operating information and the systems used to identify, measure, classify, and report such information.
- Reviewing the systems established to ensure compliance with those policies, plans, procedures, laws and regulations which could have a significant impact on operations and reports and ascertaining the extent of compliance.
- Ascertaining the extent to which City assets are accounted for and safeguarded from losses.
- Appraising the economical and efficient use of resources.
- Participating in the planning, design, development and implementation of major operational systems to determine whether adequate controls are incorporated in the systems.
- Reviewing operations or activities to ascertain whether results are consistent with established objectives and goals and whether the operations or activities are being conducted as planned.
- Recommending operating improvements.

POLICY: INTERNAL AUDIT FUNCTION-(continued)

POLICY:-(continued)

- Acting as liaison between the City and external auditors, including the review of their findings and the follow-up on co Reviewing corrective action taken on internal audit findings.
- Reviewing for the potential existence of fraud and abuse.

REVIEWING COMPLIANCE WITH GUIDELINES FOR ETHICAL PROFESSIONAL CONDUCT.

The results of internal audit reviews shall be reported to the Finance Director and to the City Manager and when appropriate, to other City departments administratively concerned with the internal audit function activity reviewed. The report shall include:

- Internal audit findings;
- Internal audit recommendations;
- Management responses;
- Corrective action taken by management;
- Auditor verification regarding corrective action.

The City will conform with Standards for the Professional Practice of Internal Auditing, generally accepted governmental auditing standards, the Certified Internal Auditor Code of Professional Ethics, and the Statement of Responsibilities of Internal Auditing, as promulgated and periodically revised by the Institute of Internal Auditors.

RESPONSIBILITIES:

DEPARTMENT HEADS:

Department Heads must familiarize themselves with the above-mentioned policy. They must ensure full cooperation with the Finance Department in meeting all audit needs related to their respective areas. Internal auditors may occasionally visit each department and request historical, or current information. It is the Department Head's responsibility to comply with those auditor requests as quickly as possible. If the Department Head at any time suspects suspicious activity concerning internal controls, it is his/her responsibility to request an investigation by the Finance Department or City Manager as needed.

FINANCE DEPARTMENT:

The Finance Department may occasionally make unannounced, or surprise visits to other City departments to review General Ledger transaction history, or cash/check handling procedures. This is performed periodically to ensure that all City funds are properly accounted for and that proper internal controls are in place to protect all City funds and property. The Finance Department will report any findings directly to the City Manager.

POLICY: INTERNAL AUDIT FUNCTION-(continued)

RESPONSIBILITIES:-(continued)

CITY MANAGER:

The City Manager, through the authority in Texas Statutes Local Government Code as well as the City Charter, is ultimately responsible for all fiscal year activity. The City Manager will expect full cooperation from all Department Heads to ensure that all City funds and property under their care are being properly protected from theft or misappropriation. The City Manager, through the Finance Director, will ensure that internal audits are performed in all areas of the City, especially in cash-handling areas where there is greater potential for loss of funds or property and will expect a full report of any findings from the Finance Department.

POLICY: AUTHORIZATION TO SIGN CHECKS

PURPOSE:

The purpose of this policy is to ensure that adequate internal controls are in place to protect city assets, specifically cash.

Policy:

In the interest of maintaining appropriate internal controls, two signatures will be required on all checks. The City's depository shall keep on record the City's resolution authorizing certain City employees to have signature authority. In addition, the depository will also have on file an original signature card with the signatures of those employees having authority through City Resolution to sign City checks. Four authorized signatures recommended are City Manager, City Manager designee, Finance Director, and Finance Director designee. It is recommended that the primary signatures on all City checks processed by the Financial Reporting System be that of the City Manager and the Finance Director. If a system password is required to print those checks, the password must be protected and used only by the City Manager, Finance Director, and /or their designees.

In cases where a City check needs to be manually prepared, such as typewritten, then signature preferences remain City Manager and Finance Director as previously recommended. If one, or both City employees are not available for signing the check(s), then any two of the four authorized employees may sign the check(s).

In cases where an authorized signor leaves the City's employ, a request will be made to add an item to the City Commission Meeting Agenda. Replacements for signature authority will only be made through City resolution. The approved resolution will then be forwarded to the City's depository so that signature cards may be updated.

Photo copies of bank signature cards will be kept on file by the Finance Department.

RESPONSIBILITIES:

DEPARTMENT HEADS:

Department Heads must familiarize themselves with the above-mentioned policy. In general, the City's automated financial system automatically prints two required signatures on all checks processed by the system. Occasionally, a manual check must be prepared. In this case, The Department Head must ensure that only authorized signatures must be on the manually prepared check prior to issuing the check to an employee or a vendor.

POLICY: AUTHORIZATION TO SIGN CHECKS-(continued)

RESPONSIBILITIES-(continued):

FINANCE DEPARTMENT:

The Finance Department's responsibility is to ensure that all checks prepared by the City, whether manually prepared or automated, must have two authorized signatures. It is the Finance Department's responsibility to maintain copies of all authorized signatures on the depository signature card. If one of the employees authorized to sign any City check leaves the City's employ for any reason, then the Finance Director, through the City Manager must find a replacement employee. A line item must be added to the City Commission agenda so that the City Commission may authorize the replacement. Once the resolution is adopted by the City Commission, the minutes of that meeting must be presented to the bank depository so that new signature cards may be prepared, and the new employee authorized to sign checks from that point forward.

CITY MANAGER:

The City Manager, through the authority in Texas Statutes Local Government Code as well as the City Charter, is ultimately responsible for all fiscal year activity. The City Manager is one of the authorized signatures on all checks prepared by the City. It is the City Manager's responsibility to work with the Finance Director in case any changes in authorized signatures are required the future.

POLICY: AUTHORIZATION TO PROCESS WIRE TRANSFERS

PURPOSE:

The purpose of this policy is to ensure that adequate internal controls are in place to protect city assets, specifically cash.

Policy:

In the interest of maintaining appropriate internal controls, wire transfers are to be made **ONLY** for the following purposes:

- ✓ Debt Service Payments (e.g. Bond payments, lease payments, loans)
- ✓ Event Center Promoter balances
- ✓ International Payments where U.S. checks are not accepted by International Banks
- ✓ Payments due to any Grant Agency
- ✓ One-Time Payment >\$5,000

Finance department is the only one authorized to complete form and initiate wire before processing. A signature from Finance Director will be required for Debt Service Payments and an additional signature from City Manager will be required for ALL OTHER.

No Wire Transfer will be processed without Invoice validation and authorization from Finance Director for Debt Payments and from Finance Director and City Manager for all other payments.

RESPONSIBILITIES:

DEPARTMENT HEADS:

Department Heads must familiarize themselves with the above-mentioned policy and should not request Wire Transfers as a method of payment for regular operational payments.

FINANCE DEPARTMENT:

The Finance Department's responsibility is to ensure that all wires prepared by the City, must have two authorized signatures for Debt Service Payments and three for other mentioned above. It is the Finance Department's responsibility to process wire either via electronically or via telephone and provide confirmation to department head requesting the wire. It is also Finance's responsibility to record properly into the City's Financial System to reflect transaction and reconcile with Bank.

POLICY: AUTHORIZATION TO PROCESS WIRE TRANSFERS-(continued)

RESPONSIBILITIES-(continued)

CITY MANAGER:

The City Manager, through the authority in Texas Statutes Local Government Code as well as the City Charter, is ultimately responsible for all fiscal year activity. The City Manager is one of the authorized signatures on all financial transactions prepared by the City. It is the City Manager's responsibility to work with the Finance Director in case any changes in authorized signatures are required.

POLICY: AUTHORIZATION TO RELEASE CHECKS

PURPOSE:

The purpose of this policy is to ensure that adequate internal controls are in place to release a check to the proper payee.

Policy:

The following authority is required for the release of checks.

Payroll Checks

Administrative Services Department Approval, or Department Head Approval, or City Manager Approval

If an employee cannot pick up the payroll check, it is the employee's responsibility to:

- Call supervisor and advise hold the payroll check for future pickup, or
- Call supervisor and advise that a certain person, other than the employee, will be picking up the check. Person picking up the check will have to produce identification showing he/she is named person authorized to pick up only that payroll check.
- For all City Offices located away from City Hall, a Department Head or designee may retrieve payroll checks directly from the Payroll office at City Hall and issue those payroll checks to staff when showing proper identification at those locations.

Accounts Payable

Finance Department Approval, or City Manager Approval

If a vendor does not want their check mailed, it is the vendor's responsibility to:

- Call accounts payable and advise hold the payroll check for future pickup, or
- Call accounts payable and advise that a certain person, other than the known vendor, will be picking up the check. Person picking up the check will have to produce identification showing he/she is named person authorized to pick up check.

POLICY: AUTHORIZATION TO RELEASE CHECKS-(continued)

RESPONSIBILITIES:

DEPARTMENT HEADS:

Payroll checks:

Department Heads must familiarize themselves with the above-mentioned policy. They or their designee may retrieve payroll checks from City and distribute said payroll checks to their employees upon presentation of proper identification.

Accounts Payable Checks:

Department Heads may retrieve accounts payable checks from City Hall and distribute them directly to vendors only if prior arrangements have been made to do so with the Accounts Payable Division of the Finance Department. Distribution of accounts payable checks directly to vendors may be done only if vendor, or vendor's representative, is authorized to retrieve checks.

FINANCE DEPARTMENT:

The Finance Department through the City Manager has authority to release checks that are not stale-dated. The Finance Department must ensure that accounts payable checks are processed and mailed to vendors on a timely basis. Vendors may choose to not have their checks mailed and instead, held for pickup by an authorized person. Vendors must make prior arrangements with the accounts payable department to hold a check for pickup by the vendor or a representative of the vendor with proper identification.

CITY MANAGER:

The City Manager, through the authority in Texas Statutes Local Government Code as well as the City Charter, is ultimately responsible for all fiscal year activity. The City Manager will expect full cooperation from all Department Heads to ensure that this policy is adhered to by all Department Heads with cash-generating activity. The City Manager, through the Finance Director, will ensure that internal controls are in place to protect against loss or misappropriation of City funds.

POLICY: ESTABLISHMENT AND CONTROL OF CHANGE FUNDS

Purpose:

Occasionally, revenue producing departments have a need to establish a change fund for a cashier to use throughout his/her shift. The purpose of this policy is to determine if a need exists to create a change fund, and if so, to document specific details such as:

- initial amount for the change fund, and
- purpose of the change fund, and
- change fund custodian, and
- change fund to be used long-term (ongoing activities), or
- change fund to be used short-term (week-end program, etc.).

POLICY:

It is the policy of the City to authorize, establish and maintain change funds required to provide change to revenue producing activities and for the Finance Department to furnish limited cash replenishment to other revenue producing departments. City policy also requires that adequate controls over change funds be maintained to prevent loss through theft or misappropriation.

APPROVAL:

The Finance Director will approve the establishment, change in authorized amount, or the discontinuance of change fund.

REQUESTING THE FUND

Upon determination that a change fund is required, a letter to the Finance Director and City Manager will be prepared requesting approval for the fund. The request will include:

- Department requiring the funds;
- Amount of the fund;
- A short explanation of the requirement for the change fund.
- Term of the fund (short-term / long term)

Upon approval, the Department Head will appoint a fund custodian and submit the custodian's information to the finance department before the money is issued. The Finance Department will then issue the money to the requesting department. A change in fund level upward will follow the same procedure outlined above and must include an explanation of the requirement for the increase. A reduction of the change fund level requires that the unused funds be returned to the Finance Department. Discontinuance of a change fund requires the same procedure as the change in level downward of the fund.

POLICY: ESTABLISHMENT AND CONTROL OF CHANGE FUNDS-(continued)

FUND CUSTODIAN

Each department's designated custodian will be solely responsible for the safekeeping of the cash. Written instructions detailing the procedures must be provided to the custodian. The custodian must always keep the fund under lock and key.

The responsibility of the fund may not be shared between two or more people. The custodian may have a backup with the written consent of the Finance Department; however, the custodian will continue to be solely responsible for the full amount of the fund.

To change custodians, a memo must be sent to the Finance Department by the Department Head requesting the change and appointing a new custodian.

The fund will then be deposited, and a check will be issued to the new fund custodian and recorded in the General Ledger.

BALANCING FUND

Fund custodians are responsible for ensuring the fund is balanced. Cash on hand must always equal the amount of the fund. The fund's sole purpose is to provide coin and currency to cash handling stations to make change during the process of receipting. This fund should not be used to reimburse small purchases. No expenditures or loans may ever be paid from the fund. No personal checks may be cashed from the fund. Discrepancies must be reported to the Finance Department immediately. The fund is subject to unannounced audits by the Finance Department.

FUND REPLENISHMENT

If the fund needs replenishment of small bills and coins, the fund custodian may take the fund to the bank to make change. The fund may not be replenished by someone other than the custodian.

RESPONSIBILITIES:

DEPARTMENT HEADS:

All Department Heads have a responsibility to familiarize themselves with this policy and procedure. They must also:

- ✓ justify the need to establish a change fund
- ✓ advise Finance Department if change fund is needed for long-term use (on-going cashier position), or to be used for short-term (weekend programs, etc.)
- ✓ ensure that petty cash is always kept in a secure area and in a locked petty cash box
- ✓ ensure that an employee with adequate cash-handling capabilities is assigned to be the custodian of the change fund,

POLICY: ESTABLISHMENT AND CONTROL OF CHANGE FUNDS-(continued)

RESPONSIBILITIES-(continued)

DEPARTMENT HEADS-(continued)

- ✓ ensure that Internal controls as recommended by the Finance Department are in place to protect City funds from theft or misappropriation,
- ✓ ensure that internal controls are not being compromised,
- ✓ must also be familiar with the chart of accounts so that all change fund transactions are properly coded with correct account numbers for financial accounting purposes,
- ✓ ensure that the change fund is always balanced daily,
- ✓ ensure that a report of revenue and expense transactions processed through the change fund is forwarded by Department Head or fund custodian to the Finance Department,
- ✓ ensure that change fund is not used for personal reasons such as IOUs or cash advances,
- ✓ ensure that all change fund transactions are strictly for city-related operations, and
- ✓ ensure that all cash variances in the change fund are thoroughly investigated and corrective actions are taken to prevent future variances.

FINANCE DEPARTMENT:

The Finance Department is responsible for reviewing with City Manager all justifications to create a change fund. The Finance Department, upon City Manager approval, will create the new change fund and keep a record of the fund balance and fund custodian.

The Finance Department reserves the right to make unannounced visits, or internal audits, to the department where the change fund is located to ensure:

- ✓ that the balance is correct,
- ✓ that all change fund transactions have been properly coded,
- ✓ that procedures are in place to protect city property from theft or misappropriation,
- ✓ that reports summarizing revenues or expenses through the change fund are being received from Department Heads or change fund custodians,
- ✓ that the Finance Department conducts periodic internal audits on all change funds to test for correct balances.
- ✓ All internal or external audit findings will be reported immediately to the City Manager.

CITY MANAGER:

Concerning the establishment and control of the petty cash fund, it is the City Manager's responsibility to:

- ✓ review all requests from Department Heads to create a new change fund,
- ✓ approve, with the Finance Director's recommendation, the creation of a new change fund,
- ✓ expect the Department Head to be fully aware of and abide by this policy/procedure,

POLICY: REIMBURSEMENT OF TRAVEL EXPENSE

Purpose:

It is in the best interest of the City of Pharr that the elected officials of the City, Mayor, appointed City officials, City appointed board and committee members and officers, City Manager, and other City employees be advised along with the public and surrounding community what the general travel policy is and how they are regulated, maintained, and implemented.

POLICY:

SECTION 1: TRAVEL AUTHORITY:

- Elected Officials shall be authorized to travel if such travel serves a legitimate public purpose in furtherance and satisfaction of their public duties.
- Appointed Board and Committee Members shall be allowed to attend up to three (3) official City trips per fiscal year (if available): one (1) state, one (1) national and one (1) international. Any official City trips more than those three listed above must have specific prior Department Head recommendation and City Manager approval before travel is undertaken. Travel shall serve a legitimate public purpose in furtherance and satisfaction of their public duties.
- This ordinance does not prohibit employee training or additional meetings; however, all associated travel must be specifically approved by the Department Head and the City Manager before it is undertaken.

SECTION 2: EXPENSES:

The Board of Commissioners may allow the advancement of money for estimated expenses or approve for payment the actual monies incurred by elected officials of the City, Mayor, appointed City officials, City appointed board and committee members and officers, City Manager, and other City employees as follows:

- ✓ registration costs of conference;
- ✓ travel expenses to and from approved destination;
- ✓ three (3) meals per day; and
- ✓ lodging;

At all times, travel shall be paid and accomplished in the most economical method reasonably possible.

POLICY: REIMBURSEMENT OF TRAVEL EXPENSE-(continued)

POLICY-(continued)

SECTION 3: PROCEDURE FOR REIMBURSEMENT OF EXPENSES

Upon presentation of approved documentation, expenses may be reimbursed as follows:

- Following completion of travel or upon cancellation of travel, authorized persons advanced money for travel shall file a complete and accurate report of travel expenses incurred as set out herein and refund any excess amount advanced over expenses incurred to the City.
- Within ten (10) working days of completing travel, or cancellation of travel, the person traveling on Pharr City business shall file with the Finance Officer a complete and accurate report of travel expenses incurred. Receipts for all expenses incurred other than for meals within the per diem rate and mileage for personal motor vehicles shall be included with such reports. Reimbursement shall only be made for the most economical mode of travel available unless good cause as determined by the Board of Commissioners exists to justify a higher rate. Any excess amount advanced over expenses incurred shall be refunded to the City while the travel report is filed. Personal checks, money orders, or cashier's checks shall be made payable to "City of Pharr".

SECTION 4: RATES FOR REIMBURSEMENT OF TRAVEL EXPENSES:

- a) Mileage on personal motor vehicles shall be reimbursed at the same rate as allowed by state or federal law, or the Internal Revenue Service.
- b) Air fare or other commercial travel shall be paid directly by the City except for emergency situations.
- c) Per Diem both for in-state and out-of-state travel shall be made up to \$75.00 per day for lodging and \$60.00 or \$85.00 per day for meals, respectively. The Board of Commissioners may approve lodging at a higher rate if all available rooms exceed \$75.00. If the room rates are less than \$75.00, the authorized will only receive the room rate as documented by receipts.
- d) Per Diem for meals shall be based on three meals per day at the following rates:

<u>Out of State</u>		<u>In State</u>	
Breakfast	\$ 25.00	Breakfast	\$ 15.00
Lunch	\$ 25.00	Lunch	\$ 20.00
Dinner	<u>\$ 35.00</u>	Dinner	<u>\$ 25.00</u>
Total	<u>\$ 85.00</u>	Total	<u>\$ 60.00</u>

POLICY: REIMBURSEMENT OF TRAVEL EXPENSE-(continued)

SECTION 4: RATES FOR REIMBURSEMENT OF TRAVEL EXPENSES-(continued)

- e) Other necessary travel related expenses such as taxi fare, bus fare, vehicle rental, and/or vehicle parking will be reimbursed at the actual rate charged as documented by receipts. However, reimbursement for any one (1) day of travel shall not exceed the following amounts:

Ground Transportation	\$ 30.00
Vehicle rental	\$ 85.00
Vehicle parking (Airport)	\$ 15.00
Vehicle parking (Hotel/Garage)	\$ 35.00

- f) Travel accomplished within one (1) day (no overnight stay) shall be done in City-owned vehicles whenever possible. Per Diem for such travel shall be \$15.00 per meal when an authorized person is required to purchase a meal while conducting City of Pharr business.
- g) An authorized employee will normally be reimbursed for travel from their normally assigned work station, not from their residence, except in those instances where it is clearly more practical to travel from the residence directly to Pharr City business destinations than from the work station. In those exceptional instances, the authorized employee shall be reimbursed from their residence, not from their normally assigned work stations.

SECTION 5: PROPER EXPENSE REPORTING AND USE OF TRANSPORTATION

- a) Falsification of travel reports, receipts, or reimbursement requests shall be considered malfeasance. Disciplinary action may be taken as appropriate by the Board of Commissioners. The appropriate City staff may also proceed with termination of employment.
- b) Motor vehicles owned by the City of Pharr shall only be used while an authorized person is conducting City of Pharr business. No authorized person shall use a City of Pharr vehicle for personal business or gain. Non- City owned transportation obtained for travel of authorized persons shall also be strictly used for the furtherance of City of Pharr business unless payment or reimbursement is not from the City of Pharr.

POLICY: REIMBURSEMENT OF TRAVEL EXPENSE-(continued)

SECTION 6: OTHER TRAVEL RELATED PROVISIONS

- a) At the discretion of the City Manager, various employees may be classified as 24-hour on-call employees and assigned a City vehicle. Such vehicles are intended for City of Pharr business related travel only, shall be used only for travel necessary, appropriate and beneficial to the City of Pharr, and are intended as additional compensation or benefit for the employee involved.

Travel to and from the employee's residence is considered necessary, and appropriate and to the benefit of the City of Pharr when the employee is proceeding to or from City of Pharr business activities. Such City owned vehicles are provided to avoid unnecessary delays in the event of an emergency involving the City of Pharr which requires the employee's presence.

- b) Employer, employee, and non-employee record-keeping and reporting requirements concerning City of Pharr vehicle usage must adhere to the following guidelines:
1. Employees shall report to their supervisor all travel conducted in City of Pharr owned vehicles.
 2. Business travel must be for an activity beneficial to the livelihood or the advancement of the City of Pharr's goals and objectives. Travel must be ordinary and necessary.
- c) Other allowable expenses for City of Pharr vehicular use includes:
1. Gasoline and oil;
 2. Lubrication;
 3. Washing;
 4. Repairs and maintenance;
 5. Vehicle insurance;
 6. Tires and supplies; and
 7. Parking fees and tolls.

SECTION 7: SEVERABILITY CLAUSE:

If any part or parts of this ordinance are found to be invalid, unconstitutional, or in conflict with state or federal laws, by a court having competent jurisdiction, then such shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to the extent this ordinance is considered severable.

POLICY: REIMBURSEMENT OF TRAVEL EXPENSE-(continued)

SECTION 8: OTHER CLAUSES REPEALED:

All ordinances or parts of ordinances in conflict or inconsistent with any of the provisions of this ordinance, or any amendment hereto, are hereby repealed insofar as the same conflict with the provisions hereof and insofar as necessary to give this ordinance, and any amendment hereto, full force and effect.

SECTION 9: SAVINGS CLAUSE:

Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas shall remain in full force and effect, unimpaired hereby.

SECTION 10: EFFECTIVE DATE:

This ordinance shall take effect upon receiving final approval by governing body following three (3) readings of the Board of Commissioners.

RESPONSIBILITIES:

DEPARTMENT HEADS:

All Department Heads and/or their designee are responsible for following the policy and procedure as outlined above. They will also be responsible for ensuring that all support documentation, such as hotel receipts, airline receipts, limo/taxi service receipts, a copy of the per diem check, etc. are attached to the travel reports with approval signatures. Department Heads are also charged with the responsibility of ensuring that all travel expenses are coded to the proper department and account number. They are also responsible for ensuring that all final documentation is submitted to the Finance Department on a timely basis (within 10 days of returning from business travel). It is the Department Heads duty to ensure that all travel vouchers submitted for processing are for travel expenses by City employees, and that the City employee was travelling on legitimate City business.

FINANCE DEPARTMENT:

The Finance Department is responsible for ensuring that all financial transactions are properly recorded as per Generally Accepted Accounting Principles (GAAP) as well as per Local, State, or Federal mandates. The Travel Clerk must ensure that all travel reports are complete with support documentation as well as approved signatures and that the reports have been submitted on a timely basis. The Travel Clerk must also verify that all prior travel vouchers from the same employee have been processed for final disposition.

POLICY: REIMBURSEMENT OF TRAVEL EXPENSE-(continued)

RESPONSIBILITIES-(continued)

CITY MANAGER:

Through the authority in Texas Statutes Local Government Code as well as the City Charter, the City Manager is ultimately responsible for the efficient administration of all City Operations. The City Manager will expect full cooperation from Department Heads to ensure that the Finance Department has all documentation needed to properly satisfy all accounting requirements associated with this travel policy. It is also the City Manager's responsibility to review and approve all travel vouchers.

POLICY: PHYSICAL INVENTORY

Purpose:

This policy is established as guidance in accounting for consumables inventory for the City of Pharr. It outlines the procedures to follow when performing a physical inventory of those consumable items. The objectives of the Physical Inventory policy are to ensure that:

- Accounting, valuation, and reporting of inventories are consistent from year to year.
- Inventories are safeguarded from loss.
- Supplies and materials inventories are accurately reported in the financial statements.

Policy

It is necessary for all departments having consumable goods and materials needed for daily operations to conduct a periodic inventory for financial statement reporting purposes.

The physical inventory count must be taken at least once per fiscal year. Regardless of when the inventory is conducted, enough time must be scheduled to properly count the inventory. Enough people should also be available to conduct the inventory. Department Heads are responsible for appointing an inventory supervisor that will be responsible for planning, coordinating, conducting, and reporting the inventory.

Examples of departments needing to take an inventory are Golf Course pro-shop, Golf Course snack bar, Police Department, Parks & Recreation, Traffic Safety, Animal Control, and Utilities.

At all times, storage areas should be properly secured to prevent unauthorized access.

Inventory held for re-sale shall be done at least quarterly.

Procedures

If possible, the area where the inventory is located should be closed during the inventory count. Prior notification to persons who use the products will be necessary. If the area is closed during the inventory, signs to that effect must be clearly posted.

Sales or receipts of new goods should not occur during the inventory, and inventory should not be moved to other locations during the process to prevent counting the inventory twice or excluding it from the count.

POLICY: PHYSICAL INVENTORY-(continued)

During the inventory, one person will call out the item and the quantity, and another person will record the information on a counting sheet. The items should be marked as they are counted to ensure proper counting. Colored dot stickers can be used for marking items.

After the inventory is counted, the appointed supervisor should make sure all items are marked. At this point, inventory value must be calculated. Items must be valued at the lower of cost or market value. The entire inventory list will be extended at lower of cost or market value to arrive at the total inventory valuation as of the inventory date (qty x lower of cost or market value = inventory value).

A final report must then be submitted to the Finance Department. The report should reflect general types or categories of inventory items, a list with all the items and the extensions, and the total inventory value.

RESPONSIBILITIES:

DEPARTMENT HEADS:

All Department Heads having a material number of consumable items on inventory will be responsible for following the policy and procedure as outlined above.

FINANCE DEPARTMENT:

The Finance Department is responsible for ensuring that all financial transactions are properly recorded as per Generally Accepted Accounting Principles (GAAP) as well as per State or Federal mandates. The Finance Department, through the City Manager, will notify all Departments Heads of dates when a physical inventory will be taken to satisfy all accounting needs.

CITY MANAGER:

Through the authority in Texas Statutes Local Government Code as well as the City Charter, the City Manager is ultimately responsible for the efficient administration of all City Operations. The City Manager will expect full cooperation from Department Heads to ensure that the Finance Department has all documentation needed to properly satisfy all accounting requirements associated with taking a physical inventory.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 9, 2018

MEETING DATE: November 5, 2018

FROM: Myra Ledezma, Administrative Assistant
Golf Course

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing five (5) members to the Tierra Del Sol Golf Course Advisory Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: n/a

Issue: Staff wishes city commission to approve appointing/re-appointing members to golf course advisory board.

Financial Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

ROUTING:

Myra Ledezma
Sergio Alanis
City Management Office

Created/Initiated - 10/09/2018
Approved - 10/22/2018
Final Approval - 11/02/2018

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **R E S O L U T I O N**
CITY OF PHARR § **NO. R-2018-__**

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

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

WHEREAS, the terms of Xavier Garcia, Eliseo Avendano, Jaime Villarreal, Rudy Martinez, and Javier Martinez will expire on November 1, 2018; and

WHEREAS, appointment/re-appointment of five (5) members needs to be made at this time. Such members shall perform duties as may be prescribed by ordinance or state law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT the following persons are hereby appointed/re-appointed as members of the Tierra Del Sol Golf Club Advisory Board.

	NAME:	LENGTH OF TERM:
1.	_____	2 Years (November 1, 2020)
2.	_____	2 Years (November 1, 2020)
3.	_____	2 Years (November 1, 2020)
4.	_____	2 Years (November 1, 2020)
5.	_____	2 Years (November 1, 2020)

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

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing seven (7) regular members and one (1) ex-officio member to the Library Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The terms of Leonila Izaguirre, Emma Rosales-Garcia, Keta Brewster, Anita Vela, Olga L. Cardoza, and Mary Q. Gonzalez expired on June 3, 2018. Also, up for re-appointment is Aida Escobar and ex-officio member Comm. Guajardo as their term expired on August 21, 2018.

A replacement for Leonila Izaguirre will have to be appointed by the city commission. Claudia Garcia, who currently serves on the South Pharr Library Outreach Board has expressed interest in serving in the Regular Library Board. She would replace Leonila Izaguirre if approved by Commission.

Financial Consideration: None

Staff Recommendation: Recommend appointing/re-appointing of members.

Alternatives:

ROUTING:

Adolfo Garcia
Adolfo Garcia
Patricia Rigney

Created/Initiated - 10/31/2018
Approved - 10/31/2018
Approved - 10/31/2018

City Management Office

Final Approval - 11/02/2018

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

RESOLUTION

NO: R-2018-__

WHEREAS, the Board of Commissioners has created and appointed a Library Board composed of seven (7) members who shall be residents of the City of Pharr; and

WHEREAS, the Board of Commissioners on July 17, 2007 by ordinance amended the Library Board to be composed of nine (9) regular members and one (1) ex-officio member; and

WHEREAS, the terms of Leonila Izaguirre, Emma Rosales-Garcia, Keta Brewster, Anita Vela, Olga L. Cardoza, and Mary Q. Gonzalez expired on June 3, 2018 and Aida Escobar and ex-officio member Comm. Eleazar Guajardo expired on August 21, 2018.

WHEREAS, appointment/re-appointment of seven (7) members and one (1) ex-officio member is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT the following residents of the city of Pharr are hereby appointed.

NAME:

LENGTH OF TERM:

1. _____

06/03/20)

2 –Year term (to expire

2. _____

06/03/20)

2 –Year term (to expire

3. _____

06/03/20)

2 –Year term (to expire

4. _____

06/03/20)

2 –Year term (to expire

5. _____

06/03/20)

2 –Year term (to expire

6. _____

06/03/20)

2 –Year term (to expire

7. _____

2-Year term (to expire 08/21/20)

8. _____

Ex-officio member (2-year term to
expire 08/21/20)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of November, 2018.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ, MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: November 1, 2018

MEETING DATE: November 5, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Approval of Certified Appraisal Rolls as of July 25, 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Texas Property Tax Code requires the assessor to enter the amount of tax determined per Section 26.09(e) in the appraisal roll and submit it to the governing body of the City for approval. The appraisal roll with amounts of tax entered as approved by City Commission constitutes the City's tax roll. For your information, attached is the 2018 tax levy roll provided by Mr. Pablo "Paul" Villarreal, Jr. Hidalgo County Tax Assessor/Collector.

This item is requested by County as a formality only.

Financial Consideration: N/A

Staff Recommendation:

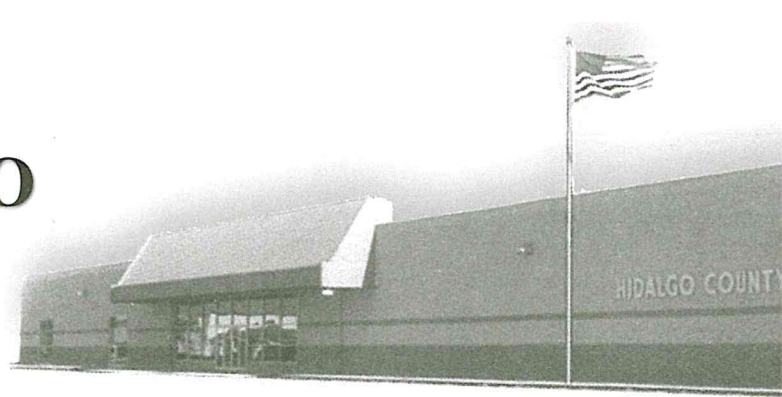
Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 11/01/2018
Final Approval - 11/02/2018

Office of Tax Assessor - Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. R7A



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

October 19, 2018

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

Dear Mr. Guerra,

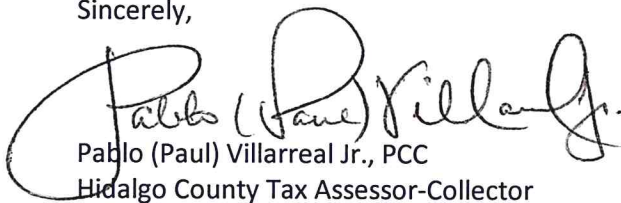
Enclosed please find the 2018 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,


Pablo (Paul) Villarreal Jr., PCC
Hidalgo County Tax Assessor-Collector

Xc: Hon. Maria Arcilia Duran, CPA
Hidalgo County Auditor



2804 S. Bus. Hwy 281 • Edinburg, Texas 78539

CITY OF PHARR

ENTITY

The Following information is furnished as requested.

NOTE: IT IS IMPORTANT YOU COMPLETE EACH SECTION SEPARATELY.

Itemized 2018 Tax Rate (per \$100 valuation):

(A) Maintenance and Operation (M and O) \$ 0.5671

(B) Debt Service (I and S) \$ 0.0819

Total TAX RATE (A + B) FOR 2018 \$ 0.6490

Total TAX LEVY FOR 2018 \$ 19,278,100.58

Effective Tax Rate 2018 \$ 0.6632

Rollback Tax Rate 2018 \$ 0.7256

Average Residential Value 2018 \$ 81,206

10-5-18
DATE


SIGNATURE

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

TITLE

PLEASE RETURN AS SOON AS POSSIBLE TO:

HIDALGO COUNTY APPRAISAL DISTRICT
Attn: Lydia Elizondo, Finance/Personnel Director
PO BOX 208
EDINBURG, TX 78540-0208
FAX: (956) 289-2120

CERTIFIED TAX ROLL AS OF OCTOBER 1, 2018

TAX ASSESSMENT ROLLS OF CITY OF PHARR FOR THE YEAR 2018 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	25,982	3,498,700,066	2,653,770,763	196,974.61	17,027,482.64
PERSONAL PROPERTY	2,185	402,029,220	343,532,059	.00	2,250,617.94
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	28,167	3,900,729,286	2,997,302,822	196,974.61	19,278,100.58

RATE OF TAXATION ASSESSMENT RATIO 100%

TOTAL TAX RATE 00.649000

PABLO (PAUL) VILLARREAL JR., PCC

TAX ASSESSOR - COLLECTOR HIDALGO COUNTY

BY

Pablo (Paul) Villarreal Jr.

tc502_juris_summary.rep v1.12

Certified Roll Jurisdiction Summary
Processing For Tax Year: 2018 County Code: ALL Tax Unit: ALL

Request Seq.: 3069077 CAD Seq.: 390593

Jurisdiction: 33 CITY OF PHARR

Total Parcels:	28,167	Tax Rate:	0.6490000	Opt Hom:	0.0000000
Market Value:	3,900,729,286	State Hom:	0	Opt O65:	10,000
		Disabled:	0	Opt Disabled:	0

AG Exclusion Count:	244	AG Exclusion Amt:	155,053,629
Timber Exclusion Count:	0	Timber Exclusion Amt:	0
HS Capped Count:	918	HS Capped Amt:	7,276,328
Assessed Value:	3,738,399,329		

Exempt Count/Amt:	17	Pro Schools Count/Amt:	1	601,033
Hb366 Count/Amt:	349	Pollution Control Count/Amt:	1	89,500
Prorated-Exxy Count/Amt:	676	Historical Site Count/Amt:	1	102,078
100% Exempt Vet Count/Amt:	122	Pro Misc Exempts Count/Amt:	2	548,774
Freepport Count/Amt:	31			

State Homestead Count:	10,884	State Homestead Amt:	0
Local Homestead Count:	0	Local Homestead Amt:	0
State Over 65 Count:	0	State Over 65 Amt:	0
Local Over 65 Count:	3,624	Local Over 65 Amt:	35,458,004
Surviving Spouse Count:	213	Surviving Spouse Amt:	2,100,000
State Disabled Count:	0	State Disabled Amt:	0
Local Disabled Count:	603	Local Disabled Amt:	0
Total VET Count:	299	Total VET Amt:	3,230,404
*VET Surviving Spouse Count:	19	*VET Surviving Spouse Amt:	203,000
*included in the Total VET Count/Amt			

Partial Exempt Values:	40,788,408
Taxable Value:	2,997,302,822
Total Levy Amt:	19,278,100.58
Late AG Penalty Count:	2
Late Rendition Penalty Count:	789
Frozen Account Count:	4,213
Frozen Homestead Value:	262,554,480
Frozen Taxable Value:	217,778,149
Unfrozen Levy Amt:	1,413,380.19
Frozen Levy Amt:	1,216,405.58
Frozen Levy Loss Amt:	196,974.61
Total Non-Exempt Parcel Count:	28,150

Late AG Penalty Amt:	1,485.08
Late Rendition Penalty Amt:	21,094.80

ENTITY

CITY OF PHARR (CPR)

2018

JURISDICTION

33

EXEMPT VALUE (EXXV)		TOTAL PARCELS		28,167
AG EXCLUSION	155,053,629	TOTAL MARKET VALUE		3,900,729,286
HS CAPPED AMOUNT	7,276,328	TOTAL EXEMPT PROPERTY	-	903,426,464
ABATED AMOUNT		TAXABLE VALUE	=	2,997,302,822
FREEPORT VALUE	57,644,461	TAX RATE PER \$100	*	0.6490
HB366 VALUE	49,619	LEVY (Before Frozen Levy Loss)	=	19,452,495.31
POLLUTION VALUE	89,500	LEVY LOSS DUE TO FREEZE	-	196,974.61
HISTORICAL VALUE	102,078	LATE AG	+	1,485.08
CHDO EXEMPTION		LATE RENDITION	+	21,094.80
PRO SCHOOLS	601,033	LEVY	=	19,278,100.58
VETERAN FULL EXEMP OVER 65 HOMESTEAD EXEMPTION	12,593,932 35,458,004	TOTAL LEVY (From TC502)	=	19,278,100.58
OVER 65 HOMESTEAD SURVIVING SPOUSE	2,100,000	VARIANCE	+/-	0.00
VETERAN EXEMPTIONS	3,230,404			
EXEMPT	8,055,421			
PRORATED EXXV	620,623,281			
PRO MISC EXEMPTS	548,774			
EXXJ				
PRORATED				
TOTAL EXEMPT PROPERTY	903,426,464			



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 11, 2018

MEETING DATE: November 5, 2018

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 1 and acceptance of the Jones Box Park Improvements Project as complete and authorization to release final payment and retainage in the amount of \$44,317.94 (Project #1617-01-528-0010)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Mor-Wil, LLC, has completed the Jones Box Park Improvements project. A final inspection was held on November 30, 2017, and the project engineer deemed the improvements as completed according to plans and specifications. Change Order #1 is for final reconciliation of quantities, time, and items.

Financial Consideration: Original Contract: \$579,410.31

Change Order No. 1: \$ 10,054.52

Final Contract: \$589,464.83

Staff Recommendation: Staff recommends approval of Change Order #1 in the amount of \$10,054.52, increasing the contract amount from \$579,410.31 to a revised contract amount of \$589,464.83. Final payment and release of retainage is in the amount of \$44,317.94.

Alternatives: None.

ROUTING:

Maria Rangel

Created/Initiated - 10/11/2018

Omar Anzaldua

Sandra Zamora

Karla Moya

City Management Office

Approved - 10/11/2018

Approved - 10/11/2018

Approved - 10/22/2018

Final Approval - 11/02/2018



CHANGE ORDER

Contractor: Mor Wil, LLC

Change Order No.: 1

Project: Jones Box Park Imp
Bid No. 1617-01-528-0010

Date: 9/14/2018

Notice to Proceed Date: 9-Jan-17

Change Order Amount: \$10,054.52

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

Additional lime and caliche base at running track.

Reason for Change Order:

Reconciliation of final quantities. See attached.

Contract Price

Contract Time(Calendar Days)

Original Contract:	\$	579,410.31
Previous Change Order: (+/-)	\$	-
This Change Order: (+/-)	\$	10,054.52
Revised Contract Amount:	\$	589,464.83

Original Completion Date:	<u>9-May-17</u>
Additional Days:	<u>205</u>
Revised Completion Date:	<u>30-Nov-17</u>

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:

Mor Wil

Contractor

Recommended:

Mario A. Reyna, P.E.

Project Engineer

Omar Anzaldia Jr., P.E.

City Engineer

Approved:

Juan Guerra

City Manager

[Signature]
Authorized Signature

9/10/18
Date

[Signature]
Authorized Signature

9/14/18
Date

[Signature]
Authorized Signature

[Signature]
Date

[Signature]
Authorized Signature

[Signature]
Date



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON November 30, 2018 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	<u>Jones Box Park Improvements</u>
BID NO.:	<u>1617-01-528-0010</u>
CONTRACT DATE:	<u>January 19, 2017</u>
CONTRACTOR:	<u>Mor-Wil, LLC</u>
ADDRESS:	<u>808 S. Shary Rd St. 5 PMB 274 Mission, TX 78572</u>
PROJECT DESCRIPTION:	<u>New Parking Lot, Basketball Court, and Boys and Girls Restroom</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 \$ 0.00, 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.

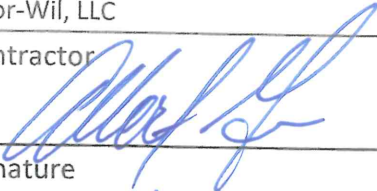
5. Original Contract	\$ <u>579,410.31</u>	
Change Orders	\$ <u>10,054.52</u>	
Current Contract	\$ <u>589,464.83</u>	0.00
Total Earned to Date	\$ <u>589,464.83</u>	
Less Previous Payments (-)	\$ <u>545,146.89</u>	
Balance with Retainage	\$ <u>44,317.94</u>	0.00
Authorized Deductions (-)	\$ <u>0.00</u>	
Final Payment	\$ <u>44,317.94</u>	0.00

6. That the **Final Payment** in the amount of \$ (44,317.94 ~~XXXX~~)
(Forty four thousand three hundred seventeen dollars and ninety-four cents)
is due and payable.

Melden & Hunt
Engineering Company

 10-10-18
Project Engineer's Signature

APPROVED BY:

Mor-Wil, LLC
Contractor

Signature
10/10/18
Date

APPROVED BY:

City Engineer
Signature
Date

JONES BOX PARK IMPROVEMENTS
BID NO. 1617-01-528-0010

Item No.	Description	Contract				Final		Balance	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount
A.	PARKING LOT				\$0.00		\$0.00		
1	EXCAVATION & GRADING	SY	4,970	\$ 2.41	\$11,977.70	4,970.00	\$11,977.70	0.00	\$ -
2	6" 2% LIME TREATED SUBGRADE	SY	4,970	\$ 7.04	\$34,988.80	4,970.00	\$34,988.80	0.00	\$ -
3	LIME	TNS	62	\$ 322.58	\$19,999.96	62.00	\$19,999.96	0.00	\$ -
4	6" CALICHE BASE	SY	4,970	\$ 9.86	\$49,004.20	4,970.00	\$49,004.20	0.00	\$ -
5	2" HOT MIX ASPHALTIC CONCRETE	SY	4,529	\$ 12.81	\$58,016.49	4,529.00	\$58,016.49	0.00	\$ -
6	STRIPING	LS	1	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00	0.00	\$ -
7	STOP SIGN	EA	1	\$ 250.00	\$250.00	1.00	\$250.00	0.00	\$ -
8	18" CURB & GUTTER	LF	1,430	\$ 12.00	\$17,160.00	1,430.00	\$17,160.00	0.00	\$ -
9	SIDEWALKS	SY	1,173	\$ 32.40	\$38,005.20	1,062.00	\$34,408.80	-111.00	\$ (3,596.40)
10	CURB CHUTES	EA	12	\$ 833.33	\$9,999.96	12.00	\$9,999.96	0.00	\$ -
11	18" STORM SEWER	LF	40	\$ 62.50	\$2,500.00	35.00	\$2,187.50	-5.00	\$ (312.50)
12	12" STORM SEWER	LF	40	\$ 62.50	\$2,500.00	14.00	\$875.00	-26.00	\$ (1,625.00)
13	12" CULVERTS	EA	3	\$ 1,000.00	\$3,000.00	3.00	\$3,000.00	0.00	\$ -
14	TYPE C GRATED INLET	EA	2	\$ 5,500.00	\$11,000.00	2.00	\$11,000.00	0.00	\$ -
15	TIE INTO EXISTING INLET	EA	1	\$ 4,000.00	\$4,000.00	1.00	\$4,000.00	0.00	\$ -
16	PARKING LOT LIGHTS	LS	1	\$ 15,000.00	\$15,000.00	1.00	\$15,000.00	0.00	\$ -
17	REMOVAL OF EXISTING FENCE/CURB CUT	LS	1	\$ 3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$ -
18	SWALE GRADING	LS	1	\$ 7,000.00	\$7,000.00	1.00	\$7,000.00	0.00	\$ -
B.	RESTROOM BUILDING				\$0.00	0.00	\$0.00	0.00	\$ -
1	BUILDING	LS	1	\$ 37,000.00	\$37,000.00	1.00	\$37,000.00	0.00	\$ -
2	ELECTRICAL SERVICE ALLOWANCE	LS	1	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00	0.00	\$ -
3	WATER SERVICES INDCLUDING OPEN CUT & ASPHALTIC PATCH	LS	1	\$ 3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$ -
4	SEWER SERVICES W/CLEANOUTS INCLUDING OPEN CUT & ASPHALTIC PATCH	LS	1	\$ 4,500.00	\$4,500.00	1.00	\$4,500.00	0.00	\$ -
C.	BASKETBALL COURTS				\$0.00	0.00	\$0.00	0.00	\$ -
1	BASKETBALL COURTS	LS	1	\$70,000.00	\$70,000.00	1.00	\$70,000.00	0.00	\$ -
2	BASKETBALL COURT LIGHTING	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00	0.00	\$ -
D.	RUNNING TRAIL OVERLAY				\$0.00	0.00	\$0.00	0.00	\$ -
1	REMOVAL OF EXISTING 1 1/2" HMAC	SY	3200	\$1.56	\$4,992.00	3,200.00	\$4,992.00	0.00	\$ -
2	REMOVAL OF 6" CALICHE BASE	SY	3200	\$0.94	\$3,008.00	3,200.00	\$3,008.00	0.00	\$ -
3	6" 2% LIME TREATED SUBGRADE	SY	3600	\$4.17	\$15,012.00	3,600.00	\$15,012.00	0.00	\$ -
4	LIME	TNS	32	\$312.50	\$10,000.00	68.00	\$21,250.00	36.00	\$ 11,250.00
5	NEW 6" CALICHE BASE	SY	3200	\$10.94	\$35,008.00	3,600.00	\$39,384.00	400.00	\$ 4,376.00
6	NEW 1 1/2" HOT MIX ASPHALTIC CONCRETE	SY	3600	\$10.83	\$38,988.00	3,600.00	\$38,988.00	0.00	\$ -
E.	INTERIOR REGRADING				\$0.00	0.00	\$0.00	0.00	\$ -
1	SITE REGRADING	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00	0.00	\$ -
2	SPRINKLER HEAD REPLACEMENT (ALLOWANCE)	LS	1	\$20,000.00	\$20,000.00	1.00	\$20,000.00	0.00	\$ -
F.	CONTINGENCY				\$0.00	0.00	\$0.00	0.00	\$ -
1	CONTINGENCY (CONTRACT ALLOWANCE MAY BE ALLOWED IF APPROVED IN WRITING BY THE PROJECT ENGINEER)	LS	1	\$20,000.00	\$20,000.00	1.00	\$19,962.42	-0.0019	\$ (37.58)
TOTALS					\$579,410.31		\$589,464.83		\$ 10,054.52



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: October 29, 2018

MEETING DATE: November 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to execute a Letter of No Objection submitted by Texas Eastern Transmission, LP in reference to the S. Sugar Rd. Pavement Improvements.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is proposing to construct a portion of South Sugar Rd. and drainage improvements over an existing gas line Right of Way owned by Texas Eastern Transmission, LP. However, in order for Texas Eastern Transmission, LP to grant the City of Pharr permission to construct roadway improvements over the existing right of way, the City must agree and execute a Letter of No Objection that outlines the requirements the City of Pharr must agree to.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 10/29/2018

Omar Anzaldua

Approved - 10/30/2018

Ricardo Pedraza

Approved - 10/30/2018

Patricia Rigney

Approved - 10/30/2018

City Management Office

Final Approval - 11/02/2018

TEXAS EASTERN TRANSMISSION, LP
5400 Westheimer Court
Houston, TX 77056-5310
713.627.5400 main

Mailing Address:
P.O. Box 1642
Houston, TX 77251-1642



LETTER OF NO OBJECTION

9/4/2018

City of Pharr Public Works
1015 E. Ferguson Ave
Pharr, Tx 78577

Attn: Gilberto Galvan

RE: Letter of No Objection
Sugar Road Improvements Over Texas Eastern Right of Way and Above Pipeline
Line 16 Mile Post 3.811 (26.1017; -98.21217)
Hidalgo County, Texas

Dear Gilberto,

The City of Pharr intends to cause a construction project that includes site grading and paving. Final paving will maintain a minimum of 6' of cover over Texas Eastern's pipeline. Texas Eastern has no objection to the City of Pharr's request for the purpose stated above (collectively, the "Permitted Activities") subject to the City of Pharr's acceptance of the following conditions:

1. City of Pharr must notify Texas Eastern forty-eight (48) hours prior to entering upon Texas Eastern's rights of way. Such notification shall be made to Area Supervisor Area Jose De Luna by calling (337) 594-5352.
2. City of Pharr shall be responsible for and agrees to the extent allowed by law to protect, indemnify and save Texas Eastern harmless from and against any and all expenses, costs, attorney's fees, court costs, losses, damages, and from claims, demands and causes of action of every kind and character, including those arising from any injury of or death to any person, damage to or destruction of property, contamination of the environment or injury to natural resources, including third parties hereto and the parties hereto, whether contractual, in tort, or a matter of strict liability or liability imposed by statute, regulations or ordinances, or third parties, on account of, incident to, in connection with, or arising out of performance of the Permitted Activities.

3. City of Pharr agrees that in exercising the rights granted herein it will exercise due care in performing any work on the property so as not to damage Texas Eastern's pipelines, facilities, or equipment located on the property, or in any way interfere with their operation.
4. City of Pharr agrees no surface facilities (other than the Permitted Activities) will be located on Texas Eastern's rights of way in conjunction with the proposed crossing.
5. City of Pharr agrees that in exercising the rights granted herein it will strictly comply with all instructions from Texas Eastern regarding appropriate safety practices while working adjacent to or crossing Texas Eastern's pipeline facilities.
6. City of Pharr agrees that it will, upon the completion of the Permitted Activities, remove any equipment on the right of way as a part of the Permitted Activities, repair any damage to the right of way that might have been caused, and will return the right of way to the condition it was in before City of Pharr's entry onto the right of way.
7. Texas Eastern shall have the right to be present and accompany any individuals conducting the Permitted Activities, but not to unreasonably interfere with the carrying out of the Permitted Activities.
8. Before entering the property, City of Pharr, at its own expense, shall procure and maintain, or require its authorized representative or agents to procure and maintain, during the entire period access is granted under this Agreement, including an extensions granted by Texas Eastern, policies of liability insurance issued by insurance companies duly qualified or licensed to issue policies in the State of Texas reasonably acceptable to Texas Eastern, that are primary as to any other existing, valid, and collectible insurance insuring Texas Eastern against any loss or liability caused by or in connection with City of Pharr's activities on the property, in amounts not less than those described in this Paragraph. The policies of liability insurance shall note Texas Eastern as a certificate holder. The insurance required hereunder in no way limits or restricts the indemnification under Paragraph 2 above. Any deductible or self-insured retention amount is the responsibility of the City of Pharr. City of Pharr shall deliver to Texas Eastern a certificate evidencing these policies, that Texas Eastern is a certificate holder, and that the policies will not be cancelled or materially changed prior to thirty (30) days advance written notice. These policies shall include:
 - a. Commercial General Liability Insurance, or the equivalent, including Blanket Contractual Liability, that shall have a single limit coverage of at least \$2,000,000 per occurrence, and \$5,000,000 in the aggregate, for Bodily Injury and Property Damage, including Personal Injury; and
 - b. Workers' Compensation Insurance as required by law, and Employers' Liability Insurance that shall have a minimum limit of at least \$1,000,000 per employee per accident.

- c. Automobile Liability Insurance, covering all owned, non-owned, and hired cars, with respect to bodily injury with limits of not less than \$1,000,000.00 as to any one person, and \$1,000,000.00 as to any one occurrence; and Automobile Liability Insurance, covering all owned, non-owned, and hired cars, with respect to property damage with limits of not less than \$1,000,000.00 as to any one occurrence.
9. City of Pharr agrees that if in the exercise of any of its rights under the easement, Texas Eastern should interfere with, damage or destroy all or any part of the Permitted Activities, then City of Pharr expressly acknowledges and confirms that neither Texas Eastern nor any party acting for or on behalf of Texas Eastern shall have any liability as a result of, in connection with or with regard to the same. City of Pharr shall and does hereby release and discharge Texas Eastern and those parties acting for or on behalf of Texas Eastern from any and all direct or indirect claims, actions, demands, causes of action, suits, rights of recovery for any relief or damages, costs, business interruption or other losses, liabilities and expenses (including without limitation, interest, court costs, attorney's fees and expenses, and other costs of defense) of any kind or nature whether known or unknown (collectively the "Claims and Actions") that City of Pharr may now or hereafter have or be entitled to against Texas Eastern, its officers, directors, employees, agents and representatives and those parties acting for or on behalf of Texas Eastern as a result of, with regard to, or in connection with the future exercise by Texas Eastern of any of its rights under the easement or any future interference with, damage to or destruction of the Permitted Activities.
 10. City of Pharr shall not be relieved of its liabilities and responsibilities hereunder by the use, retention, engagement and/or employment of third party contractors, agents and/or representatives.
 11. City of Pharr agrees that no heavy equipment, such as drilling equipment and support vehicles, container trucks, forklifts, backhoes, bulldozers, etc, shall park on Texas Eastern's pipeline rights of way.
 12. City of Pharr agrees to provide a minimum clearance of six feet (6') between the top of TETLP pipeline and the proposed top of pavement.
 13. City of Pharr shall adhere to all applicable requirements specified in the attached Transmission Guidelines TG-010, "Requirements for Construction Near Company Pipelines".
 14. This no objection letter shall not vest in or ever be construed to vest in the City of Pharr any right, title or interest in or to the rights of way of Texas Eastern.
 15. The interpretation and construction of this Agreement shall be governed by the laws of the State of Texas, without regard to such state's conflict of law provision. The parties' further agree to venue and jurisdiction in the state courts of Hidalgo County, Texas.

If the foregoing is acceptable to the City of Pharr, please indicate your agreement thereto by signing a duplicate original of this letter in the space provided below and returning it to the undersigned.

Sincerely,

Handwritten signature of Kevin Jenschke in blue ink, followed by the date 10-1-18.

10-1-18

Kevin Jenschke
Engineer, Southeast Region Operations

AGREED:

City of Pharr

By: _____

Title: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: November 1, 2018

MEETING DATE: November 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to begin the planning and budgeting process for the design and construction of a North/South Roadway (North Canna St). connecting FM 495 to West Bound IH-2 Frontage Rd.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In preparation for the upcoming TXDOT widening of the IH-69/IH-2 Interchange Project, the City of Pharr is requesting to begin the planning process to acquire the needed right of way for the construction on a north/south roadway that will connect FM 495 to the west bound IH-2 Frontage Rd.

Financial Consideration: Estimated Costs:

Construction: \$420,000

Design: \$50,000

Material Testing: \$10,000

Right of Way \$20,000

Total \$500,000

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua

Omar Anzaldua

Karla Moya

City Management Office

Created/Initiated - 11/01/2018

Approved - 11/01/2018

Approved - 11/02/2018

Final Approval - 11/02/2018

Road Construction: N. Canna St.

W. Ferguson Ave. to IH-2

Legend

 Proposed N. Canna St.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: November 1, 2018

MEETING DATE: November 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to re-allocate additional funds from the Certificate of Obligation 2017 Series Funds toward the construction of the Downtown Park Projects.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Staff is requesting an additional \$400,000 be allocated to the construction of the Downtown Parks Project to account for rising material costs that the construction industry is experiencing due to the recent tariffs the United States has imposed on various imported materials.

Staff is also requesting an additional \$400,000 be allocated for Downtown Park Street Lighting Over Cage Blvd. from Park Ave. to Cafferey.

Financial Consideration: Original Budget:

Downtown Park (Northside) \$400,000

Downtown Park (Southside) \$1,200,000

Original Total: **\$1,600,000**

Revised Cost Estimate

Downtown Park (Northside) \$400,000

Downtown Park (Southside) \$1,600,000

Downtown Lighting Over Cage Blvd. \$400,000

Revised Total \$2,400,000

Staff Recommendation: Staff Recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 11/01/2018
Omar Anzaldua	Approved - 11/01/2018
Patricia Rigney	Approved - 11/01/2018
Karla Moya	Approved - 11/02/2018
City Management Office	Final Approval - 11/02/2018



















AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Access Easement Agreement for Lots 1 and 2, Lone Star Bank Subdivision, Pharr, Hidalgo County, Texas

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The owners and developers of the property just north of Lots 1 and 2 of Lone Star Subdivision are requesting an access agreement to access a already constructed drive. Due to the Texas Department of Transportation highway access policy, this property may no get another entrance to Interstate 2.

Financial Consideration: \$0

Staff Recommendation: Staff is recommending approval.

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
City Management Office

Created/Initiated - 10/31/2018
Approved - 11/01/2018
Final Approval - 11/01/2018

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

AGREEMENT PROVIDING ACCESS EASEMENT

This Agreement Providing Access Easement (the "Agreement") is entered into effective November ____, 2018, by and between City of Pharr, ("Pharr") and Dos Estrellas Land Company, LLC and AABTCOD, LTD. (collectively "Developers"). Pharr and Developers are each sometimes referred to as a "Party" or the "Parties" collectively.

I. BACKGROUND

1.1 Pharr is the owner of the real property more particularly described as:

Lots 1 and 2, Lone Star National Bank Subdivision, Hidalgo County, Texas (the "Pharr Lots").

1.2 Developers are respectively the owners of the real property adjacent to the Pharr Lots more particularly described as:

A. A 0.61 acre tract out of The North five (5) acres of the East one-half (1/2) of the South Twenty-one (21) acres of Lot One Hundred Forty-nine (149), KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 3, Pages 133-134, Deed Records, Hidalgo County, Texas (Dos Estrellas Land Company, LLC)

B. 2.0 acre tract out of The North five (5) acres of the East one-half (1/2) of the South Twenty-one (21) acres of Lot One Hundred Forty-nine (149), KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 3, Pages 133-134, Deed Records, Hidalgo County, Texas (AABTCOD, Ltd.)
(the "Developers' Tracts").

1.3 The Pharr Lots and the Developers' Tracts are sometimes collectively referred to as the "Tracts."

1.4 Pharr and Developers have agreed to certain access on, over and across the Tracts.

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

II. GENERAL ACCESS EASEMENTS

2.1 General Access Easement Granted to the Pharr Lots. With regard to the Pharr Lots, The City of Pharr, as grantor, hereby grants to the Developers, as grantee, a non-exclusive access easement on, over and across the vehicular access ways and driveways for purposes of pedestrian and vehicular ingress and egress to and from **US Expressway 281**(the "**General Access Easement**"). The General Access Easement shall burden and encumber only those portions of the Pharr Lots upon which the access drive is currently located (the North side of Lot 2) on the Pharr Lots. The approximate location of the General Access Easement is shown on Exhibit A attached hereto. Developers will have the right to configure the vehicular access ways and driveways on their respective tracts and to reconfigure and modify such

configuration as such Party may elect as to such Party's respective tract in the sole discretion of the owner of such tract and shall be allowed to construct **two curb cuts** on the General Access Easement to connect Developers Tracts to the General Access Easement. Nothing contained herein shall limit or prohibit either Party from building or maintaining any small traffic signage on such Party's respective Tract which is required for safety purposes. However the same shall not prohibit or unreasonably restrict the flow of traffic in driveways within, across or between the Tracts.

III. CONSTRUCTION OF IMPROVEMENTS

3.1 Construction of the Improvements. Developers shall construct the improvements for the on the Developers' Tracts as needed for the operation of Developers' curb cuts to the General Access Easement. Said construction will be installed to Developers' standard construction specifications. The costs of the construction of the improvements shall be borne by Developers. The improvements shall be constructed pursuant to plans and specifications which have been approved by all applicable governmental authorities. From and after the date when the Improvements are substantially completed, the owner of each Tract shall bear the costs of maintaining the portion of the General Access Easement and curb cuts which is located within each Party's respective tract, as set out in Section 4.1 below.

IV. MAINTENANCE

4.1 Maintenance. Each Party shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the portion of the General Access Easement and/or curb cuts which are hereafter constructed on and located within each Party's respective Tract.

4.2 Failure to Maintain. In the event a Party (a "**Defaulting Party**") shall fail to maintain the General Access Easement and/or curb cuts which are located on such Party's respective Tract, the other Party (a "**Non-Defaulting Party**"), following sixty (60) days written notice, but without notice in the event of an emergency, shall have the right (but shall not be obligated) to enter the Tract of the Defaulting Party for the purpose of performing such maintenance and the Defaulting Party shall reimburse the Non-Defaulting Party for the reasonable cost incurred with interest thereon at the Agreed Rate (defined below), together with any costs of collection thereof, including reasonable attorney's fees within ten (10) days after the date of demand for payment until paid. As used herein, the "**Agreed Rate**" shall mean twelve percent (12%) per annum.

V. TERM OF EASEMENTS

5.1 Term of the Easements. The General Access Easement shall commence on the date this Agreement is recorded in the real property records of **Hidalgo County, Texas**; and shall be perpetual easements appurtenant to the Tracts and shall run with the land.

VI. INDEMNIFICATION

6.1 Indemnification. To the extent allowed by law, each lot owner, their successors-in-title, assigns or lessees having rights with respect to any easements granted hereunder ("Indemnitor") shall agree to indemnify and save harmless each other Lot owner, their successors-in-title, lessees or assigns whose property interest is subject to the easement hereunder, together with, any affiliated or subsidiary corporations, and their agents, representatives and employees, from any and all charges and expenses (including reasonable attorney fees), claims, and causes of action by third persons, including, but not limited to, agents, representatives and employees of such parties, based upon or arising out of any damages, losses, expenses, charges, costs, injuries or illness sustained or incurred by a person or persons resulting from or in any way, directly or indirectly, filed in connection with the easement, and from an

incident on the Indemnitor's lot or occasioned wholly or in part by any act or omission of such Indemnitor, unless the Party seeking to be indemnified and held harmless, or its subtenants, tenants, agents, contractors or employees, is found to be negligent with respect to such injury, loss or damage.

VII. MISCELLANEOUS.

7.1 Notice. Any notice, request, demand, approval, consent or election required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to the other Party at the address set forth below:

If to City of Pharr:

City of Pharr
Attn: _____
118 S. Cage Blvd.
Pharr, Texas 78577

If to Developers:

AABTCOD, Ltd.
Attn: William L. Elliff
1307 W. Harrison
Harlingen, Texas 78550

Dos Estrellas Land Company, LLC
P O Box 1870
Harlingen, Texas 78551

Any Party may designate another address by giving written notice to the other Party as provided herein.

7.2 Enforcement and Amendment. This Agreement may be waived, enforced or amended by the parties named herein or their heirs, successors or assigns, without the consent or joinder of any tenant or other occupant of the Tracts.

7.3 Applicable Law. This Agreement shall be construed under the laws of the State of Texas. Venue and jurisdiction for any action brought hereunder shall be in Hidalgo County, Texas.

7.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors and assigns.

7.5 Run with Land. This Agreement, and the agreements, benefits and burdens herein shall run with the Tracts.

7.6 Successors and Assigns. The benefits and burdens created in this Agreement shall inure to each successive owner of a portion of or all of the Tracts.

7.7 Non-Exclusive. The easements herein granted are not exclusive, and the right is hereby reserved to grant such other easements, rights, or privileges to such other persons and for such other purposes as the owner(s) of the Tracts in their discretion may select, so long as such purposes do not unreasonably interfere with the easements granted herein. No use shall be made of the rights herein granted which would obstruct or prevent the exercise of similar rights by other persons entitled to do so.

7.8 Non-Public. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the parties hereto, their successors and assigns, and their successors in title to the whole or any portion of the properties and their respective lessees, tenants, and invitees, and also for the use and benefit of the owners and holders of all liens, present and future, whether the same be created by deed, deed of trust, security agreement, assignment or rental, assignment of leases, or other voluntary contractual documents covering the whole or any portion of the properties herein above described.

7.9 Termination. The easements hereby created may be rescinded or terminated only by instrument(s) in writing purporting to rescind or terminate them, executed and acknowledged in the manner suitable for recording by all of the then record owners of the Tracts and all of the lien holders owning and holding liens or security interests in said benefited parcels, which instrument(s) of rescission, termination, or destruction to be fully effective, must be filed for record in the office of the County Clerk of Hidalgo County, Texas.

EXECUTED as of the date appearing by the signatures herein below.

CITY OF PHARR

By: _____

Print Name: _____

Title: _____

Date: _____, 2018

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

 This instrument was acknowledged before me on _____, 2018, by
_____, _____ of City of Pharr, on behalf of the City of Pharr.

Notary Public State of Texas

AABTCOD, Ltd

By: Elliff Properties GP, LLC, General Partner

BY: _____

William L. Elliff, Manager

Date: _____, 2018

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

 This instrument was acknowledged before me on _____, 2018, by William L. Elliff, Manager of Elliff Properties GP, LLC, General Partner of AABTCOD, Ltd., on behalf of AABTCOD, Ltd.

Notary Public, State of Texas

Dos Estrellas Land Company, LLC

By: _____
Robert R. Farris, Manager

(Acknowledgment)

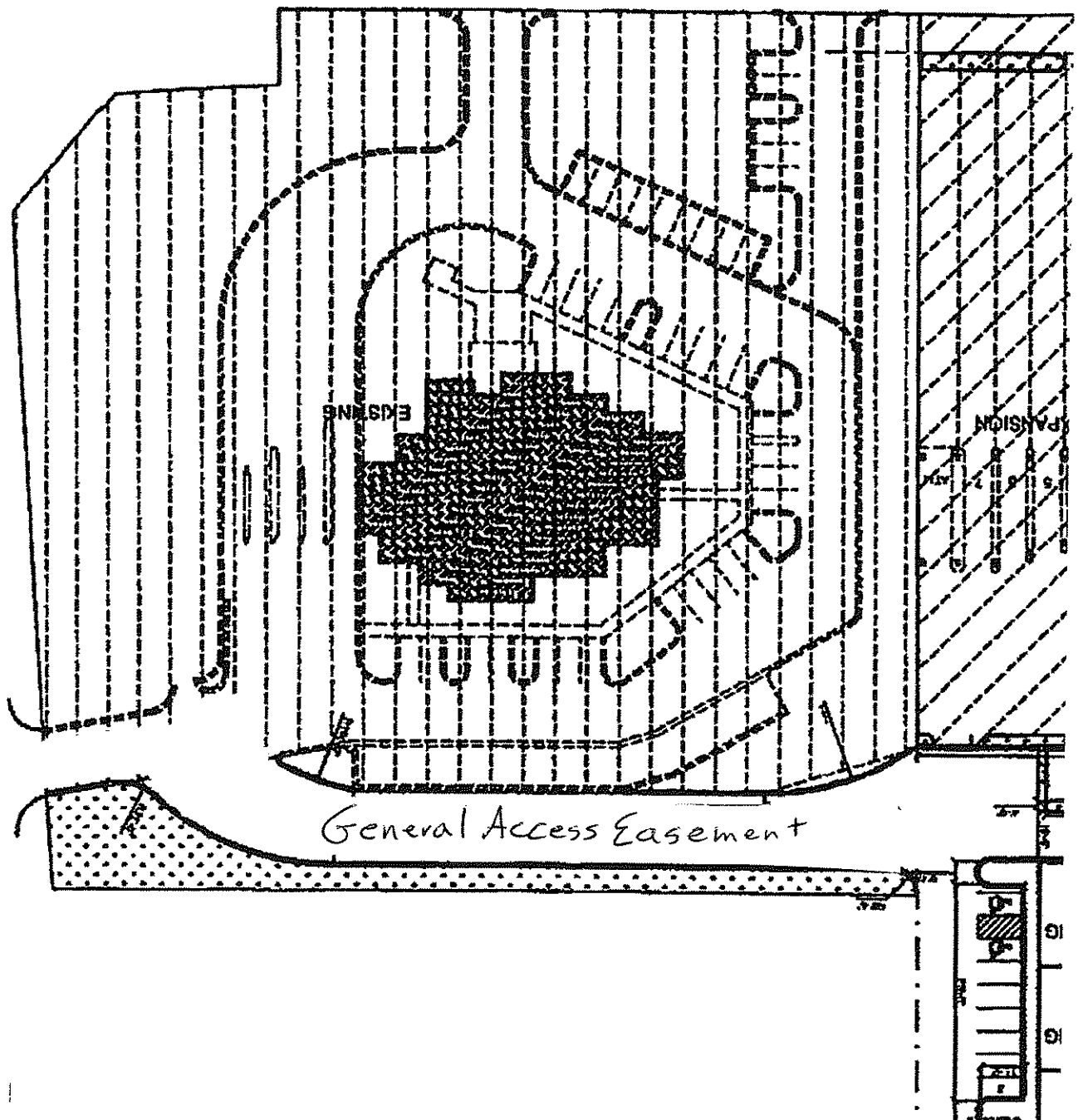
STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2018, by Robert R. Farris,
Manager of Dos Estrellas Land Company, LLC, on behalf of Dos Estrellas Land Company, LLC

.

Notary Public, State of Texas

Exhibit A





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consultation with the Board of Commissioners and action, if any, authorizing City Manager to negotiate music lineup and headliner for HubPhest 2019 on Saturday, March 30, 2019.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: Pharr Hub Festival will be held on Saturday March 30, 2019. Festival will feature live music. Requesting authorization for City Manager to negotiate music lineup and headliner.

Financial Consideration: Financial consideration would be subject to negotiations between promoter and Interim City Manager.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez

Created/Initiated - 10/30/2018

Patricia Rigney

Approved - 10/30/2018

Sandra Zamora

Approved - 10/31/2018

Karla Moya

Approved - 10/31/2018

City Management Office

Final Approval - 11/01/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.H.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consultation with the Board of Commissioners on the Hidalgo County Drainage District No. 1 Drainage policy shift and the effects on development and the City of Pharr thereof.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr desires to apprise the Board of Commissioners and the public of the existence of the policies and provide updates and modifications for site safety and design of the development and construction of projects as authorized by the City of Pharr.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Angie Resio

Created/Initiated - 10/30/2018

Melanie Cano

Approved - 10/30/2018

Omar Anzaldúa

Approved - 10/30/2018

Patricia Rigney

Approved - 10/30/2018

City Management Office

Final Approval - 11/01/2018

ORDINANCE NO. 2017-43

AN ORDINANCE AMENDING (O-2017-43) AND (O-2006-47) OF THE CITY OF PHARR, TEXAS CHAPTER 118, SUBDIVISIONS BY AMENDING ARTICLE V, STANDARD MANUAL: CONSTRUCTION AND DEVELOPMENT GUIDE”, SECTION II – 3 DESIGN STORM FREQUENCIES AND SECTION II – 9 DRAINAGE, PROVIDING AN EFFECTIVE DATE, PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the City of Pharr has prepared a “Standards Manual: Construction and Development Guide” that will assist all applicants in complying with various technical and policy provisions of the City’s Subdivision and Zoning regulations; and

WHEREAS, the City of Pharr desires to apprise the public of the existence of these policies, Standards and Rules and Regulations and to make them enforceable on a uniform basis; and

WHEREAS, the existing “Standards Manual: Construction and Development Guide requires updates and modifications for site safety and design of the development and construction of projects as authorized by the City of Pharr.

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

SECTION I: The Code of Ordinances of the City of Pharr, Texas is hereby amended at Article V, Standard Manual: Construction and Development Guide, Section II-3, Design Storm Frequencies, as follows:

II – 3 Design Storm Frequencies

- A. Storm drainage planning requires establishment of standards to accomplish design objectives. Storm frequency is a basic criterion necessary in storm drainage design and refers to the magnitude of a storm. Therefore, the selected design frequency establishes the degree of protection desired. Initial storms, as referred to in this manual designate a storm frequency within a 10-year reoccurrence cycle. Run-off from an initial storm is normally intercepted and conveyed by a conveyance system consisting of inlets and a pipe system. A major storm refers to a rainfall having the

probability of reoccurrence once every 100 years. Major storms are controlled and conveyed in open drainage systems. Design storm frequencies are as follows:

TABLE II – 1 DESIGN STORM FREQUENCIES	
Area of Facility	Design Frequency (Developed)
Enclosed Pipe System (Internal Subdivision)	10 years
Enclosed Pipe System (Outfall Master Drainage Plan)	10 years
Channels and Ditches (1)	25 years
Culverts and Bridges	25 years
Floodways Between Building Lines	100 years
(1) Channels and ditches shall have on (1') foot of freeboard. Note: Storm drainage designed to convey the indicated frequency storm and detain the difference between the 9.5 year agriculture runoff and the developed design frequency.	

B. Design and submittals: The following criteria has been adopted by the Hidalgo County Drainage District No. 1, Board of Directors regarding the County Drainage Policy and must be presented at the time of submittal for all development.

1. At the time of submittal, stormwater runoff generated from the developed property, including runoff from upstream drainage areas, shall be detained for a 50-year frequency storm event and released into the receiving downstream system at the pre-developed (before any development), peak discharge rate for a 10-year frequency storm event. Off-site peak discharge for 2-, 10-, 25- and 50-year storm events for post-development conditions shall not exceed the pre-development peak discharges for corresponding rain events.
2. All drainage systems within the subdivision shall be designed to convey the 10-year storm runoff from the contributing areas to and through the subject property with no increase in the extent or depth of flooded areas. The proposed drainage system for the subdivision shall be analyzed for a 50-yr storm where the water surface elevation shall be a maximum of 12" above the lowest top of curb elevation.

SECTION II: The Code of Ordinances of the City of Pharr, Texas is hereby amended at Article V, Standard Manual: Construction and Development Guide, Section II-9, Detention, as follows:

II - 9 Detention

Continuous development that has occurred throughout the Pharr area has resulted in an increase both in the peak rates and the total volumes of storm water run-off. Therefore, land previously not subject to flooding has become flood-prone as a result of unregulated run-off from the subsequent development. Concurrently, land that was already flood-prone has experienced an increase in the frequency and severity of flooding. The use of detention ponds (basins that temporarily store storm water run-off) to reduce peak rates of run-off is an effort by the City of Pharr and the County to reduce or eliminate these changes, as well as to help maintain the traditional character of the watershed.

The City's adopted methodology for small urban detention ponds centers around the Rational Method, which is essentially a simple equation used to calculate the peak flow rate of storm water run-off for a particular storm and a particular watershed. The equation is expressed as $Q = CiA$. "**Q**" is the peak flow rate. "**C**" is the run-off coefficient representing the ratio of peak flow rainfall intensity. "**i**" is the peak rainfall intensity which has a duration equal to the time required for run-off to collect from all points in the watershed (this time is referred to as the "time of concentration"). "**A**" is the area of the contributing watershed. Since this method yields only one piece of information (the peak flow rate), various modifications have been created in order to generate more information and thus simulate or more closely approximate real-life conditions. Two of these modifications are currently being used and accepted by the City of Pharr and are called the Variable Rainfall Intensity Method (VRIM) and the Modified Rational Method (MRM).

Both the VRIM and MRM are attempts to produce workable models of desired storm water run-off patterns. These patterns, called hydrographs, are graphical representations of the changing flow rate of storm water run-off past a specified point over a prescribed period of time. The VRIM (See Graph No. GR-2, Figure I-iii) more closely resembles actual storm run-off hydrographs in shape and in total volume, due to its curvilinear shape and its run-off distribution with respect to time. Its peak flow rate is the same as that calculated by the basic Rational Method. The VRIM can be used for watersheds up to several hundred acres. However, it involves many more calculations (with corresponding time and effort) than the MRM, if not done with the aid of pre-programmed routines on a computer or programmable calculator. By contrast, the MRM (See Graph No. GR-2, Figure I-iv) is a series of straight-line hydrographs that are crude approximations of run-off hydrographs for storms of various durations.

A. Calculation of Detention Outlet Size

Detention pond discharges into an existing storm sewer line or existing ditch. The outlet size should be calculated to release the pre-developed rate (9.5

agricultural) only.

1. Maximum pool elevation at or below the design hydraulic grade line of the outfall pipe flowing full.
2. Maximum pool elevation at or above the hydraulic grade line of the outfall. Provide a reducer or restrictor to be constructed inside the discharge line. The discharge line shall be sized for the design storm with the outfall pipe flowing full.
3. Reducer or restrictor pipes shall be sized as follows:
 - i. Use the orifice equation to calculate the required orifice size:

$$Q = CA \sqrt{2g} \sqrt{h}$$
$$D = Q^{1/2} / (2.25 h^{1/4})$$

Where:

- Q = Outflow discharge (pre-developed rate)
- C = 0.8 (Coefficient of discharge)
- A = Orifice area (SF)
- G = Gravity (32.2 ft/sec.²)
- H = Head (ft.)
- D = Orifice diameter (ft.)

- ii. Restrictor shall be either of the calculated required diameter or of the equivalent cross sectional area. The orifice diameter D shall be a minimum of 0.5 feet.

For each storm duration, the peak flow rate is calculated by the basic Rational Method; except that the intensity used is that for the time of storm duration rather than the time of concentration of the watershed.

The rising limb is a straight line from zero to the peak flow rate extending over a period of the "proposed" or "post-development" time of concentration. A straight line then continues across the graph at the peak flow rate until the storm duration time has been reached. The falling limb is a mirror image of the rising limb. The type of hydrograph is easy to produce, both mathematically and graphically, and is usually applicable for watersheds up to 25 acres.

The City of Pharr has accepted various methods for determining detention pond storage volumes. All of the methods establish a "lower limit" line to approximate the assumed release rate of water from the pond. This line is applied to the inflow hydrograph for each storm duration. The enclosed area below the inflow hydrograph line and above release rate line constitutes the required storage volume for that particular storm. A range of storm duration that yields the absolute peak for all possible storm durations is used. This peak storage volume is the value that determines the final storage requirement.

The method currently endorsed by the City of Pharr assumes a horizontal release rate line that extends across the entire graph and is equal to the maximum allowable release rate called "Peak Shaving". The outflow structure must take into account the early outflows in the storm and keep them at or below the corresponding values in the "existing" or "pre-development" hydrograph.

Storm water run-off from a particular watershed that does not flow through the detention pond, yet must be addressed in the design is called "by-pass" flows. The maximum allowable release rate must be reduced by the peak flows generated from areas that bypass the pond. The peak flows shall be calculated from the basic Rational Formula, using the time of concentration for the given area and the corresponding rainfall intensity for the specific return period of the storm. When multiple-pond systems are involved, the "Peak Shaving" method is not considered to be applicable for cascaded ponds, where the outflow from one pond flows into another pond. Cascaded ponds will require the application of a dynamic model. Multiple-pond systems that do not have cascaded ponds may be designed by this method, in which each sub-area to a given pond is treated as a separated design.

For detention/retention areas, side slopes shall be designed at a minimum 3:1 (H:V) slope, or as proposed by the project engineer and approved by the City Engineer.

B. Retention ponds will not typically be allowed unless no other alternatives are available. A geotechnical evaluation will be mandatory.

Should a retention pond be allowed, the dissipation of the stored runoff will shall not be longer than 48 hours, primarily through the use of the below grade infiltration system. Residual collected runoff in the pond bottom is not acceptable.

Comment [OA1]: Our current standard does not address retention ponds.

SECTION III: REPEALING CLAUSE

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

SECTION IV: SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION V: SEVERABILITY CLAUSE

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

SECTION VI: PUBLICATION EFFECTIVE DATE

The importance of the subject matter of this Ordinance is such as to create an emergency and the reading of this ordinance on three (3) separate readings is hereby waived and dispensed with and this Ordinance shall take effect and be in force from and after its passage and approval in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary may also be in caption forma as allowed under Section 9 of the Pharr City Charter.

SECTION VII: PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VIII: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

PASSED and **APPROVED** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS, on this the _____ day of November, 2018

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

October 22, 2018

Dear Government Recipient:

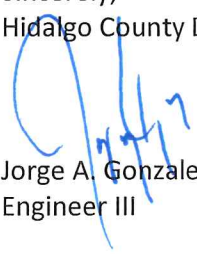
The purpose of this letter is to inform you that on Oct. 9, 2018, the Hidalgo County Drainage District No. 1 Board of Directors adopted an amendment to the subdivision rule regarding the County drainage policy. These changes were adopted to be in effect immediately; however, our office is grandfathering current applications if they were completely submitted prior to the date of Oct 9th, 2018.

The main change that impacts our district immediately includes:

- Stormwater runoff generated from the developed property, including runoff from upstream drainage areas, shall be detained for a 50-year frequency storm event and released into the receiving downstream system at the pre-developed (before any development), peak discharge rate for a 10-year frequency storm event. Off-site peak discharge for 2-, 10-, 25- and 50-year storm events for post-development conditions shall not exceed the pre-development peak discharges for corresponding rain events.
- All drainage systems within the subdivision shall be designed to convey the 10-year storm runoff from the contributing areas to and through the subject property with no increase in the extent or depth of flooded areas. The proposed drainage system for the subdivision shall be analyzed for a 50-yr storm where the water surface elevation shall be a maximum of 12" above the lowest top of curb elevation.

If you have any questions or need additional information, please feel free to give our office a call at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1


Jorge A. Gonzalez, PE, SIT, CFM
Engineer III

CC: Mr. Raul E. Segin, PE, CFM – Hidalgo County Drainage District General Manager
Mr. Noe Saldivar, PE, CFM – Hidalgo County Drainage District Engineer III
Mr. Omar Cano, PE, CFM – Hidalgo County Drainage District Engineer III



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.I.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation with the Board of Commissioners on the appointment and hiring of a Police Chief.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 10/30/2018
Final Approval - 10/30/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 26, 2018

MEETING DATE: November 5, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, ratifying the purchase two (2) police canines. (Project No. 1718-01-512-P060-006)

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

What: Purchase of an explosives detection canine and a green canine (currency and weapons)

Where: Purchase was made from Worldwide Canine, Inc. from Spring Branch, TX 78070

When: 9/28/17

Why: The canines will be used in patrol operations.

Financial Consideration: The cost of the canines is as follows:

Explosives Detection Canine: \$ 10,000

Currency/Weapons Canine: \$ 4,995

The price includes the training of the handler.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Jose Luengo

Patricia Rigney

Sandra Zamora

Karla Moya

City Management Office

Created/Initiated - 10/26/2018

Approved - 10/29/2018

Approved - 10/31/2018

Approved - 11/01/2018

Final Approval - 11/01/2018

Travel Expense Tabulation					Total Costs Per Company							
K9 Purchase	Rate		Qty	Total	Company	K9 Purchase	Certification	Lodging/Hotel	Fuel	Perdiem	Totals	
Worldwide Canine San Antonio, Texas		x		=		Worldwide Canine San Antonio, Texas	\$ 14,995.00	\$ -	\$ -	\$ 1,049.10	\$ 1,035.00	\$ 17,079.10
	\$ 10,000.00		1	=	\$ 10,000.00							
	\$ 4,995.00		1	=	\$ 4,995.00							
Pacesetters Liberty Hill, Texas		x		=		Pacesetters Liberty Hill, Texas	\$ 16,000.00	\$ -	\$ 1,620.00	\$ 1,049.10	\$ 1,035.00	\$ 19,704.10
	\$ 8,000.00		2	=	\$ 16,000.00							
Iron Heart Training Pomona, Kansas		x		=		Iron Heart Training Pomona, Kansas	\$ 19,000.00	\$ -	\$ -	\$ 2,086.68	\$ 3,570.00	\$ 24,656.68
	\$ 10,000.00		1	=	\$ 10,000.00							
	\$ 9,000.00		1	=	\$ 9,000.00							
Cobra Canine Louden, Tenn		x		=		Cobra Canine Louden, Tenn	\$ 18,000.00	\$ 3,000.00	\$ 2,375.00	\$ 2,209.59	\$ 3,570.00	\$ 29,154.59
	\$ 10,500.00		1	=	\$ 10,500.00							
	\$ 7,500.00		1	=	\$ 7,500.00							
K9 International Miami Lakes, Fl	\$ 15,000.00	x	2	=	\$ 30,000.00	K9 International Miami Lakes, Fl	\$ 30,000.00	\$ -	\$ 3,570.00	\$ 2,692.44	\$ 3,570.00	\$ 39,832.44
Full Armor Canine San Antonio, Texas	No Bid				Full Armor Canine San Antonio, Texas	No Bid						
Certification	Rate		Qty	Total	1. Full Armor K9 has not provided a Quote for the cost of the purchase of two police servie animals. 2. Cobra Canine is the only company that charges for the Certification of the K9s & Handler 3. Sgt. Ramirez has worked with Pacesetters K9 and he reports that the quality of service animals provided by Pacesetters is inferior to the other vendors							
Worldwide Canine San Antonio, Texas	\$ -	x	1	=								\$ -
Pacesetters Liberty Hill, Texas	\$ -	x	1	=								\$ -
Iron Heart Training Pomona, Kansas	\$ -	x	2	=								\$ -
Cobra Canine Louden, Tenn	\$ 1,500.00	x	2	=								\$ 3,000.00
K9 International Miami Lakes, Fl	\$ -	x	2	=								\$ -
Lodging / Hotel	Rate		Qty	Total								
Worldwide Canine San Antonio, Texas	\$ -	x	18	=	\$ -							
Pacesetters Liberty Hill, Texas	\$ 90.00	x	18	=	\$ 1,620.00							
Iron Heart Training Pomona, Kansas	\$ -	x	23	=	\$ -							
Cobra Canine Louden, Tenn	\$ 95.00	x	25	=	\$ 2,375.00							
K9 International Miami Lakes, Fl	\$ 119.00	x	30	=	\$ 3,570.00							
Fuel	Rate		Qty	Total								
Worldwide Canine San Antonio, Texas	\$ 349.700	x	3	=	\$ 1,049.10							
Pacesetters Liberty Hill, Texas	\$ 349.700	x	3	=	\$ 1,049.10							
Iron Heart Training Pomona, Kansas	\$ 695.56	x	3	=	\$ 2,086.68							
Cobra Canine Louden, Tenn	\$ 736.53	x	3	=	\$ 2,209.59							
K9 International Miami Lakes, Fl	\$ 897.48	x	3	=	\$ 2,692.44							
Per Diem	Rate		Qty	Total								
Worldwide Canine San Antonio, Texas	\$ 345.00	x	3	=	\$ 1,035.00	1. Per Diem required for a 3 week Handler Course 2. Out of State Quote would require two handlers to travel and get certified with Out of State Vendors 3. The amount of \$1,190.00 is per diem for two officers each week for the Certification Course						
Pacesetters Liberty Hill, Texas	\$ 345.00	x	3	=	\$ 1,035.00							
Iron Heart Training Pomona, Kansas	\$ 1,190.00	x	3	=	\$ 3,570.00							
Cobra Canine Louden, Tenn	\$ 1,190.00	x	3	=	\$ 3,570.00							
K9 International Miami Lakes, Fl	\$ 1,190.00	x	3	=	\$ 3,570.00							

P U R C H A S E O R D E R

City of Pharr

PURCHASE ORDER # 173877

9/28/2018

SHIP TO:

POLICE DEPARTMENT
1900 SOUTH CAGE
PHARR, TEXAS 78577
J. LUENGO

ISSUED TO:

VEND #: 01-65610 REQ #173877
WORLDWIDE CANINE, INC.
185 MITCHELL DRIVE
SPRING BRANCH, TX 78070

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
1.00	DETECTION DOG	01 -51200-8804	OTHER EQUIPMENT	4,995.00	4,995.00
1.00	EXPLOSIVE DETECTION	01 -51200-8804	OTHER EQUIPMENT	10,000.00	10,000.00
0.00	CANINE PURCHASE	01 -51200-8804	OTHER EQUIPMENT	0.00	0.00
	PROJECT #1718-01-512-P060-006 PURCHASE OF (1)				
	EXPLOSIVE DETECTION & QN3 (1) GREEN DETECTION				
	CANINE (DEPT IS TO PICK-UP K-9's)				

*** TOTAL *** 14,995.00

ORDERED BY : JOSE A. LUENGO

APPROVED BY: JOSE A. LUENGO



PURCHASE, SALE & SERVICE AGREEMENT

THIS AGREEMENT is made between Worldwide Canine, Inc., 185 Mitchell Drive, Spring Branch, Texas 78070 referred to as "Seller", and Pharr Police Department, referred to as "Buyer" of the following Dog(s): "Niki", to perform the duties of:

Selection Tested Detection Dog

This sale is subject to the following terms and conditions:

A. WARRANTIES

- (1) SELLER warrants that it has clear title to said dog(s). Seller will provide a copy of all health records on the dog(s), specifically, X-rays (hips and elbows), blood scan, fecal, heartworm check, all current vaccinations and a Vet health certificate.
- (2) SELLER warrants that it will provide (1) selection tested canine to Buyer. Canine will possess all proper drives and attributes to be trained for detection work. Buyer may return or exchange any selection tested dog for up to 15 days only. No other warranties express or implied, including the warranties of other purposes except as may be otherwise provided for in this Agreement.
- (3) As BUYER'S sole and exclusive remedy for any claimed defect or dissatisfaction with the performance, personality, behavior, habits, genetic makeup, health or traits of the Dog(s), SELLER will replace the Dog(s) if, in SELLER'S professional judgment, the Dog(s) fail to meet reasonable, applicable standards for such working dogs. This sole and exclusive remedy is available for the period of one year from the date of sale. Veterinary records, test and diagnoses authenticated by a licensed veterinarian must be submitted before a dog will be replaced for reasons of a significant genetic condition. Any and all records on returned Dogs must be returned to SELLER. Returned Dogs will no be replaced until/unless all records are returned to SELLER. SELLER will NOT replace Dogs that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected or injured.
- (4) BUYER acknowledges that BUYER has had the right to have an independent veterinarian examine the Dog(s) before purchase and BUYER is satisfied with the health of the Dog(s).

B. CONSIDERATION

The agreed price for a Selection Tested Detection dog is **\$4,995.00 USD (\$5,250 less \$255 discount)**. SELLER agrees to sell, and BUYER agrees to purchase the Dog(s) on the terms set forth herein. A minimum deposit of fifty percent (50%) is due upon the execution of this agreement. The balance of the agreed price is due in full when the BUYER or its designated handler arrives at the SELLER'S location for handler training.

The agreed price includes training of the handler. SELLER will provide housing for handlers from out of town during the handler-training period. Transportation/rental car costs for Dog(s) and handlers are the responsibility of BUYER. At BUYER'S request, and subject to SELLER'S availability and capacity, handler training may be conducted at BUYER'S location. Expenses for transportation and housing of SELLER'S trainer(s) and the Dog(s) will be BUYER'S responsibility.

C. REGISTRATION AND OWNERSHIP TRANSFERS

Upon payment in full, SELLER will provide necessary papers and to take necessary steps to transfer ownership and registration of the Dog(s) to BUYER, if required.

D. The risk of loss of the Dog(s) passes from SELLER to BUYER at the signing of this Agreement by BUYER, subject to the terms set forth herein.

E. This Agreement constitutes the entire agreement and understanding between SELLER and BUYER, and BUYER acknowledges that there are no agreements, promises, or representation, expressed or implied, by SELLER, except those set forth herein.

F. All expenses incurred after the signing of this Agreement, including boarding and further training of the dog(s) shall be the responsibility of BUYER, other than the expenses specifically assigned to SELLER herein.

G. LAW:

This Agreement is made and entered into in the State of Texas and shall be enforced and interpreted under the laws of the State of Texas. Jurisdiction and venue for any dispute related to this Agreement shall be exclusively in Hidalgo County, Texas.

H. DEFAULT:

Upon any material breach of this Agreement, the non-breaching party may terminate the Agreement by giving written notice to the breaching party at the

email address shown below. Notice shall be effective upon electronic transmission of same. Upon the finding by the Court that a material breach occurred, the prevailing party shall have the right to recover reasonable attorney fees and court cost.

I. NOTICE:

Notices pertaining to this Agreement shall be given by email to Worldwide Canine at info@worldwidecanine.com, and the BUYER at sandra.zamora@pharr-tx.gov.

J. ATTORNEY FEES:

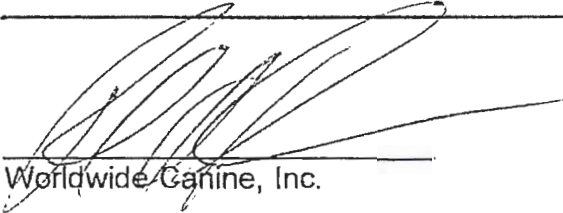
To the extent allowed by law, in any suit arising from this Agreement, the prevailing party shall be entitled to recover reasonable and necessary attorney fees and costs of litigation.

K. SEVERABILITY:

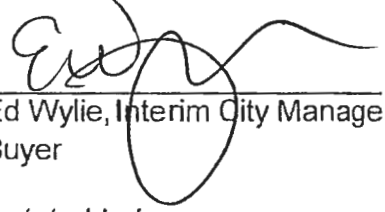
Should a court determine that any term or condition of this Agreement is unlawful or unenforceable; such determination shall not affect the validity or enforceability of any remaining terms or conditions of this Agreement.

The forgoing represents the entire Agreement between the parties, and may not be changed except in writing and signed by SELLER and BUYER.

EXECUTED THIS 23 DAY OF October, 2018.


Worldwide Canine, Inc.

City of Pharr


Ed Wylie, Interim City Manager
Buyer

This quote is good for 60 days from date stated below

10/22/2018



PURCHASE, SALE & SERVICE AGREEMENT

THIS AGREEMENT is made between Worldwide Canine, Inc., 185 Mitchell Drive, Spring Branch, Texas 78070 referred to as "Seller", and Pharr Police Department, referred to as "Buyer" of the following Dog(s): "Lola," to perform the duties of:

Explosive Detection Dog

This sale is subject to the following terms and conditions:

A. WARRANTIES

- (1) SELLER warrants that it has clear title to said dog(s). Seller will provide a copy of all health records on the dog(s), specifically, X-rays (hips and elbows), blood scan, fecal, heartworm check, all current vaccinations and a Vet health certificate.
- (2) SELLER warranties that it will provide handler/canine proficiency training at its facility. This training will include on and off leash obedience; detection of smokeless powder, detonation cord (civilian and military), data sheet, RDX, black powder, PETN, C-4, comp b, ammonium nitrate, dynamite, TNT, Water Gel, and SEMTEX. No other warranties expressed or implied, including the warranties of other purposes except as may be otherwise provided for in this Agreement. Length of training will be three weeks.
- (3) As BUYER'S sole and exclusive remedy for any claimed defect or dissatisfaction with the performance, personality, behavior, habits, genetic makeup, health or traits of the Dog(s), SELLER will replace the Dog(s) if, in SELLER'S professional judgment, the Dog(s) fail to meet reasonable, applicable standards for such working dogs. This sole and exclusive remedy is available for the period of one year from the date of sale. Veterinary records, test and diagnoses authenticated by a licensed veterinarian must be submitted before a dog will be replaced for reasons of a significant genetic condition. Any and all records on returned Dogs must be returned to SELLER. Returned Dogs will no be replaced until/unless all records are returned to SELLER. SELLER will NOT replace Dogs that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected or injured.

- (4) BUYER acknowledges that BUYER has had the right to have an independent veterinarian examine the Dog(s) before purchase and BUYER is satisfied with the health of the Dog(s).

B. CONSIDERATION

The agreed price for a Explosive Detection dog is \$10,000.00 USD (\$10,500 less \$500 discount) SELLER agrees to sell, and BUYER agrees to purchase the Dog(s) on the terms set forth herein. A minimum deposit of fifty percent (50%) is due upon the execution of this agreement. The balance of the agreed price is due in full when the BUYER or its designated handler arrives at the SELLER'S location for handler training.

The agreed price includes training of the handler. SELLER will provide housing for handlers from out of town during the handler-training period. Transportation/rental car costs for Dog(s) and handlers are the responsibility of BUYER. At BUYER'S request, and subject to SELLER'S availability and capacity, handler training may be conducted at BUYER'S location. Expenses for transportation and housing of SELLER'S trainer(s) and the Dog(s) will be BUYER'S responsibility.

C. REGISTRATION AND OWNERSHIP TRANSFERS

Upon payment in full, SELLER will provide necessary papers and to take necessary steps to transfer ownership and registration of the Dog(s) to BUYER, if required.

- D. The risk of loss of the Dog(s) passes from SELLER to BUYER at the signing of this Agreement by BUYER, subject to the terms set forth herein.

- E. This Agreement constitutes the entire agreement and understanding between SELLER and BUYER, and BUYER acknowledges that there are no agreements, promises, or representation, expressed or implied, by SELLER, except those set forth herein.

- F. All expenses incurred after the signing of this Agreement, including boarding and further training of the dog(s) shall be the responsibility of BUYER, other than the expenses specifically assigned to SELLER herein.

G. LAW:

This Agreement is made and entered into in the State of Texas and shall be enforced and interpreted under the laws of the State of Texas. Jurisdiction and venue for any dispute related to this Agreement shall be exclusively in Hidalgo County, Texas.

H. DEFAULT:

Upon any material breach of this Agreement, the non-breaching party may terminate the Agreement by giving written notice to the breaching party at the email address shown below. Notice shall be effective upon electronic transmission of same. Upon the finding by the Court that a material breach occurred, the prevailing party shall have the right to recover reasonable attorney fees and court cost.

I. NOTICE:

Notices pertaining to this Agreement shall be given by email to Worldwide Canine at info@worldwidecanine.com, and the BUYER at sandra.zamora@pharr-tx.gov.

J. ATTORNEY FEES:

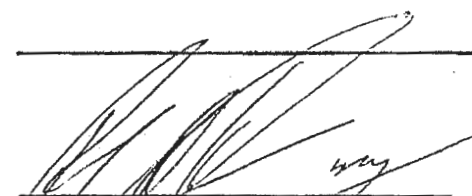
To the extent allowed by law, in any suit arising from this Agreement, the prevailing party shall be entitled to recover reasonable and necessary attorney fees and costs of litigation.

K. SEVERABILITY:

Should a court determine that any term or condition of this Agreement is unlawful or unenforceable; such determination shall not affect the validity or enforceability of any remaining terms or conditions of this Agreement.

The forgoing represents the entire Agreement between the parties, and may not be changed except in writing and signed by SELLER and BUYER.

EXECUTED THIS 23 DAY OF October, 2018.



Worldwide Canine, Inc.

City of Pharr



Ed Wylie, Interim City Manager
Buyer

This quote is good for 60 days from date stated below

10/22/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: November 1, 2018

MEETING DATE: November 5, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on the purchase and installation of two (2) play structures, from Exerplay Inc. utilizing the Buyboard Contract #512-16, for City/School Parks under construction.(Project #1819-01-522-P003-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City wishes to purchase and install play structures at Allen & William Arnold and Dr. William Long City/School Parks.

Playground equipment is not part of the construction contract for the parks.

Allen & Wm. Arnold Park	\$219,645.29
Dr. Long Park	\$203,540.04

Financial Consideration: The cost of the two play structures will be:

Allen & Wm. Arnold Park	\$219,645.29
Dr. Long Park	<u>\$203,540.04</u>
	\$423,185.33

Acct 40-51000-8816-02

Staff Recommendation: Staff recommends approval of this item.

Alternatives: N/A

ROUTING:

Elva Guajardo

Created/Initiated - 11/01/2018

Sergio Alanis
Sandra Zamora
Karla Moya
Patricia Rigney
City Management Office

Approved - 11/01/2018
Approved - 11/02/2018
New -

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



DATE 11/1/2018 NUMBER JC110118-2
TERMS: Net 30

QUOTATION prepared for:

City of Pharr
Dr. Long Park

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155 or
email to: jeri@exerplay.com

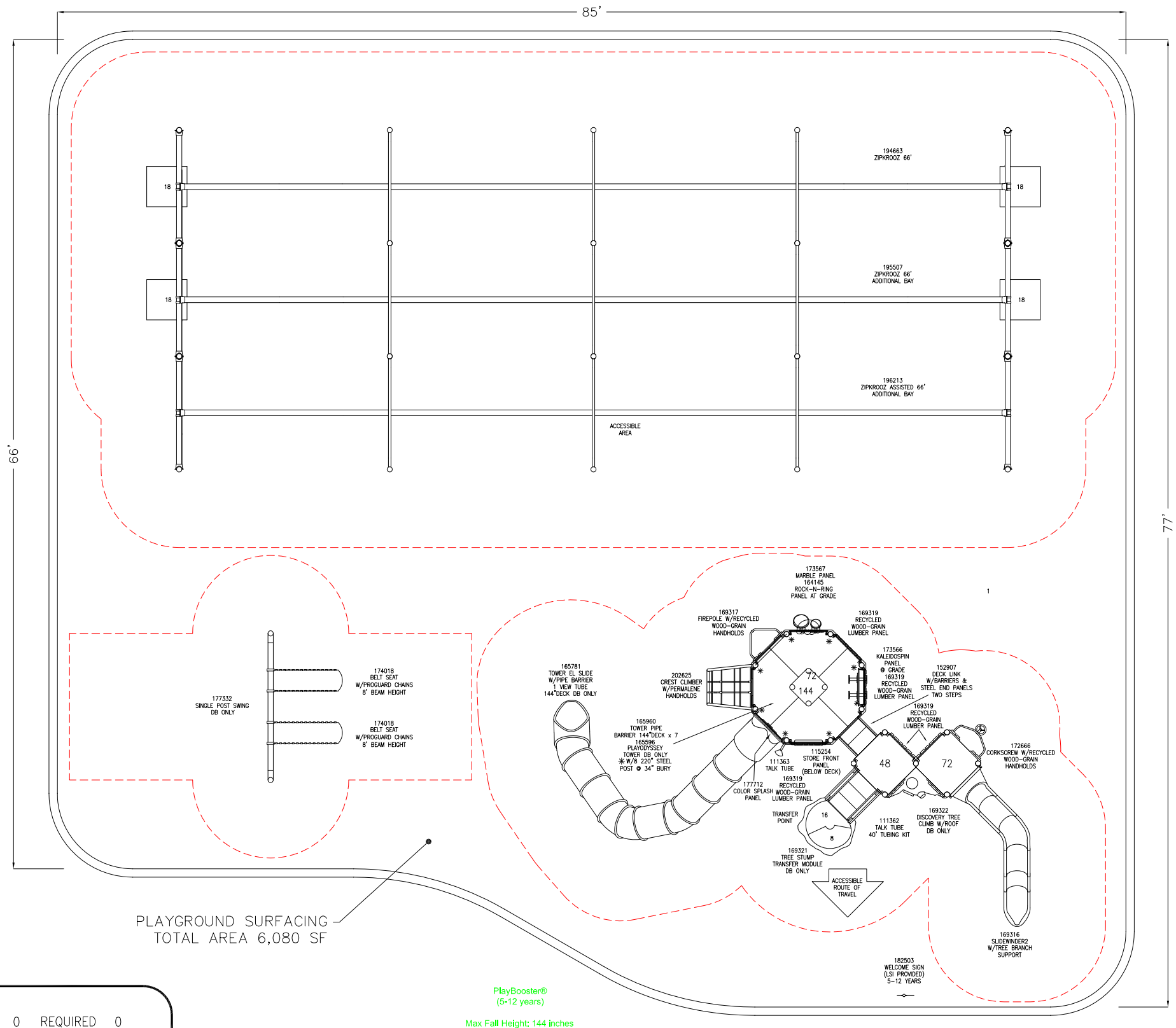
ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	PLAYGROUND EQUIPMENT, INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
PlayBooster	Per Drawing #172460B, Includes welcome sign	1	95,180.00	95,180.00
194663C	ZipKrooz® 66' Aluminum Posts, DB	1	14,050.00	14,050.00
195507C	ZipKrooz® Additional Bay 66' Aluminum Posts, DB	1	13,230.00	13,230.00
196213C	ZipKrooz® Assisted Additional Bay 66' Aluminum Post, DB	1	12,110.00	12,110.00
177332A	Single Post Swing Frame 8' Beam Height Only	1	1,115.00	1,115.00
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	2	110.00	220.00
Surcharge	Manufacturer's Surcharge, 3%	1	4,077.15	4,077.15
	Subtotal			139,982.15
BuyBoard	Contract #512-16		-5.00%	-6,999.11
Freight	Freight/shipping charges (150-302-18)	1	7,680.00	7,680.00
Install	Installation of Playground Equipment	1	55,994.00	55,994.00
Bond	Performance/Payment Bond	1	6,883.00	6,883.00
Msg I	Pricing is for the above listed equipment and installation only and does not include offloading, storage, security, site preparation, security fencing, or any applicable taxes. - NOTE - *Any changes requested by the customer must be requested, and may result in a price change and/or a delay in the completion date of the project. *Any necessary permits or special inspections are the responsibility of the General Contractor, or End Owner.			
RV	For more information please contact Ray Vernon at (956) 566-2888 ***EXPECTED PRICE INCREASE IF ORDERED AFTER 11-30-18 EQUIPMENT MUST DELIVER BY END OF YEAR***			

REP
RV

Quote prepared by Jeri Call
jeri@exerplay.com

TOTAL

\$203,540.04



*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

PLAYGROUND SURFACING
TOTAL AREA 6,080 SF

PlayBooster®
(5-12 years)
Max Fall Height: 144 inches

TOTAL ELEVATED PLAY COMPONENTS	6		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	12	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	10	REQUIRED	2

SCALE IN FEET:



Dr, Long Park
Playground
Pharr TX

ExerPlay, Inc.
Ray Vernon

SYSTEM TYPE:
Freestanding

DRAWING #:
172460B



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

DESIGNED BY:

JDC

COPYRIGHT: 23 APR 2018
EXERPLAY, INC.
12220 N HWY 14
CEDAR CREST, NM 87008
Ph: 1-800-457-5444 FAX: 1-505-281-0155

2/26/18	172460A	JDC
Date	Previous Drawing #	Initials

Dr. Long Park

Pharr TX April 23, 2018 172460B



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Ray Vernon



exerplay
INC

Dr. Long Park

Pharr TX April 23, 2018 172460B



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Ray Vernon



exerplay
INC

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



DATE 11/1/2018 NUMBER JC110118-3
TERMS: Net 30

QUOTATION prepared for:

City of Pharr
Allen and WM Arnold Park

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155 or
email to: jeri@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	PLAYGROUND EQUIPMENT, INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
PlayBooster	Per Drawing #172138C	1	96,145.00	96,145.00
194663C	ZipKrooz® 66' Aluminum Posts, DB	1	14,050.00	14,050.00
195507C	ZipKrooz® Additional Bay 66' Aluminum Posts, DB	1	13,230.00	13,230.00
196213C	ZipKrooz® Assisted Additional Bay 66' Aluminum Posts, DB	1	12,110.00	12,110.00
173594A	Log Crawl Tunnel (DB Only)	1	5,445.00	5,445.00
173596A	Log Balance Beam	1	3,035.00	3,035.00
177332A	Single Post Swing Frame 8' Beam Height Only	1	1,115.00	1,115.00
177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only	1	835.00	835.00
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	4	110.00	440.00
Surcharge	Manufacturer's Surcharge, 3%		4,392.15	4,392.15
	Subtotal			150,797.15
BuyBoard	Contract #512-16		-5.00%	-7,539.86
Freight	Freight/shipping charges (150-301-18)	1	8,640.00	8,640.00
Install	Installation of Playground Equipment	1	60,320.00	60,320.00
Bond	Performance/Payment Bond	1	7,428.00	7,428.00
Msg I	Pricing is for the above listed equipment and installation only and does not include offloading, storage, security, site preparation, security fencing, or any applicable taxes. - NOTE - *Any changes requested by the customer must be requested, and may result in a price change and/or a delay in the completion date of the project. *Any necessary permits or special inspections are the responsibility of the General Contractor, or End Owner.			

-CONTINUE ON PAGE 2 -

REP
RV

Quote prepared by Jeri Call
jeri@exerplay.com

TOTAL

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



DATE 11/1/2018
NUMBER JC110118-3
TERMS: Net 30

QUOTATION prepared for:

City of Pharr
Allen and WM Arnold Park

Please Issue Purchase Order to:

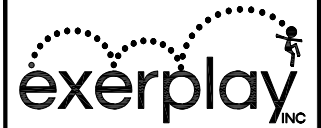
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155 or
email to: jeri@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
RV	For more information please contact Ray Vernon at (956) 566-2888 ***EXPECTED PRICE INCREASE IF ORDERED AFTER 11-30-18 EQUIPMENT MUST DELIVER BY END OF YEAR***			

REP
RV

Quote prepared by Jeri Call
jeri@exerplay.com

TOTAL	\$219,645.29
--------------	---------------------



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

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CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

DESIGNED BY:

JDC

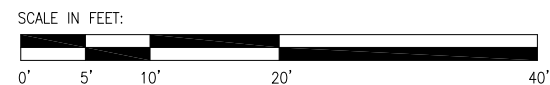
COPYRIGHT: 20 APR 2018
EXERPLAY, INC.
12220 N HWY 14
CEDAR CREST, NM 87008
PH: 1-800-457-5444 FAX: 1-505-281-0155

Date	Previous Drawing #	Initials
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*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

PLAYGROUND SURFACING
TOTAL AREA 7,325 SF

TOTAL ELEVATED PLAY COMPONENTS	7		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	15	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	10	REQUIRED	2



Allen and William Arnold Park
Playground
Pharr TX

ExerPlay, Inc.
Ray Vernon

SYSTEM TYPE:
PlayBooster

DRAWING #:
172138C

landscape
structures



Allen & William Arnold Park

Pharr TX April 20, 2018 172138C



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Ray Vernon



exerplay
INC

Allen & William Arnold Park

Pharr TX April 20, 2018 172138C



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Allen & William Arnold Park

Pharr TX April 20, 2018 172138C



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Pharr TX April 20, 2018 172138C



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Ray Vernon



exerplay
INC



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: October 17, 2018

MEETING DATE: November 5, 2018

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Interlocal Cooperation Agreement between Lower Rio Grande Valley Development Council (LRGVDC) 9-1-1 and the City of Pharr for 9-1-1 addressing in the city and the E.T.J.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr already provides 9-1-1 addressing to the RGVDC 9-1-1 Department. This ILA formalizes the current process

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez

Created/Initiated - 10/17/2018

Daniel Ramirez

Approved - 10/17/2018

Patricia Rigney

Approved - 10/17/2018

City Management Office

Final Approval - 11/02/2018

Notes the amended

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL WESLACO, TEXAS
AND CITY OF (Pharr), TEXAS**

THIS Agreement is made on this the 28 day of June, 2018, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, PUBLIC SAFETY, EMERGENCY COMMUNICATIONS/9-1-1 DIVISION**, hereinafter referred to as the **(LRGVDC E-COMMS/9-1-1) WESLACO, TEXAS** and the City of Pharr, **TEXAS**, by and through its planning Department, hereinafter referred to as the “(City of Pharr)”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

PURPOSE OF THIS AGREEMENT is to memorialize the intent of the parties to obtain the most accurate 9-1-1 addresses from the cities so the LRGVDC E-COMMS/9-1-1 Division can maintain the latest information necessary to provide lifesaving emergency services to the residents within city limits and to prepare for the future of Next Generation 9-1-1.

WHEREAS, the LOCAL GOVERNMENT and the LRGVDC E-COMMS/9-1-1 desire to enter into the Agreement in an effort to provide 9-1-1 resources and make the most efficient use of the resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible;

WHEREAS, the LRGVDC E-COMMS/9-1-1 will provide a free online web application, Spartan Pro, and utilize it for inserting address requests, subdivisions, and other address information.

WHEREAS, the LRGVDC E-COMMS/9-1-1 will scan, if any, all address paper subdivisions from the LOCAL GOVERNMENT and store them on LRGVDC E-COMMS/9-1-1 storage server and return the address paper subdivisions to the LOCAL GOVERNMENT, where there is no digital copies available.

WHEREAS, the LOCAL GOVERNMENT is responsible for addressing inside their city limits. As well as providing the address letter notification to their customers.

WHEREAS, the LRGVDC E-COMMS/9-1-1 is responsible for the ETJ for the city.

WHEREAS, the LRGVDC E-COMMS/9-1-1 will verify the address while making sure it does not create problems with the GIS database.

WHEREAS, the LOCAL GOVERNMENT will follow the two-week policy established by LRGVDC E-COMMS/9-1-1 for delivery of address to customer. This will ensure that the address is established in the GIS map and at the Public Safety Answering Point (PSAP). This

guarantees that, in the event of an emergency, the first responders have the correct information for the LOCAL GOVERNMENT.

WHEREAS, the LRGVDC and LOCAL GOVERNMENT are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, the LRGVDC E-COMMS/9-1-1 and LOCAL GOVERNMENT, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Scope of Agreement

a. LRGVDC E-COMMS/9-1-1 shall:

- 1) provide training on the use of Spartan Pro if utilized by City with instructions of use.
- 2) scan and return address paper subdivisions within 90 days to the LOCAL GOVERNMENT, when the entity doesn't have electronic copies, if resources are available to LRGVDC E-COMMS/9-1-1.
- 3) assign the role of Location Validation (LV) to LOCAL GOVERNMENT and designated as Quality Assurance/Quality Control (QA/QC) to LRGVDC E-COMMS/9-1-1.
- 4) maintain and update the GIS database, according to the Texas GIS Data model.
- 5) provide assistance when address has been established with validation of the assigned addresses and compare the information to the GIS database to prevent margin of error.
- 6) update and maintain the information on the PSAP GIS database.
- 7) will provide addressing workshop if requested by the LOCAL GOVERNMENT.

b. LOCAL GOVERNMENT shall:

- 1) adhere to the Texas GIS Data model for addressing purposes. (see attachment A)
- 2) provide any new addressed subdivision plat(s) within 1 week of being approved and recorded. In the case that any addresses are out of range, the plat will be returned to be corrected.
- 3) provide when requested all electronic subdivisions if available to LRGVDC E-COMMS/9-1-1
- 4) provide all previous addressing information if available in GIS format to LRGVDC E-COMMS/9-1-1 to validate and update the 9-1-1 Database and PSAP GIS database.
- 5) be responsible for gathering information and assigning the address to the resident.
- 6) provide address letter to the resident.
- 7) provide an ETJ boundary.
- 8) follow the two-week policy when creating address ticket.

- 9) in the event that the city does want to accept the addressing of ETJ, upon written request from the city, LRGVDC E-COMMS/9-1-1 shall dismiss the addressing responsibility and will continue to use the addressing ranges established by the city. The city shall provide relevant data and information within its possession and control, including regulatory information, Geographic Information Systems (GIS) data, and land use and transportation data.
 - c. LRGVDC and the Local Government shall monitor the quality of 9-1-1 database and PSAP GIS database and work jointly to achieve and maintain a 98 percent match rate, as recommended by the National Emergency Number Association (NENA).
2. **Term:** This agreement will become effective on the day and year first written above and terminate upon either parties' written notice to no longer continue with the project. Upon termination, all obligations incurred under this Agreement shall terminate.
3. **Property:** The software Spartan Pro is property of the LRGVDC E-COMMS/9-1-1 and cannot be duplicated. The GIS information inside City Limits and ETJ is owned by LOCAL GOVERNMENT and LRGVDC E-COMMS/9-1-1.
4. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the LRGVDC E-COMMS/9-1-1 terms and conditions prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
5. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement will not expire but may be modified or amended only by agreement in writing executed by LRGVDC E-COMMS/9-1-1 and LOCAL GOVERNMENT, and not otherwise.
7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE WITHIN HIDALGO AND WILLACY COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO AND WILLACY COUNTY, TEXAS.

8. **Governing Provisions.** LOCAL GOVERNMENT shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
9. **Indemnification:** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.
10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to LRGVDC: Attention: Ron Garza
Executive Director
301 W. Railroad ST.
Weslaco, Texas 78596

If to City of Mission: Honorable (Dr. Ambrosio Hernandez)
Mayor, City of (Pharr)
118 S Cage Blvd
City of (Pharr), TX 78577

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

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement. Additional document is attached. Refer to Appendix A.
12. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

13. **Assignments.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by LRGVDC E-COMMS/9-1-1 and LOCAAL GOVERNMENT have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of LRGVDC E-COMMS/9-1-1 and LOCAL GOVERNMENT in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. **Commitment of Current Revenues Only.** If, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

City of (Pharr), Texas

Lower Rio Grande Valley Development Council

Honorable (Dr. Ambrosio Hernandez)
Mayor, City of (Pharr)

Ron Garza
Executive Director

Notes the amended

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL WESLACO, TEXAS
AND CITY OF (Pharr), TEXAS**

THIS Agreement is made on this the 28 day of June, 2018, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, PUBLIC SAFETY, EMERGENCY COMMUNICATIONS/9-1-1 DIVISION**, hereinafter referred to as the **(LRGVDC E-COMMS/9-1-1) WESLACO, TEXAS** and the City of Pharr, **TEXAS**, by and through its planning Department, hereinafter referred to as the “(City of Pharr)”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

PURPOSE OF THIS AGREEMENT is to memorialize the intent of the parties to obtain the most accurate 9-1-1 addresses from the cities so the LRGVDC E-COMMS/9-1-1 Division can maintain the latest information necessary to provide lifesaving emergency services to the residents within city limits and to prepare for the future of Next Generation 9-1-1.

WHEREAS, the LOCAL GOVERNMENT and the LRGVDC E-COMMS/9-1-1 desire to enter into the Agreement in an effort to provide 9-1-1 resources and make the most efficient use of the resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible;

WHEREAS, the LRGVDC E-COMMS/9-1-1 will provide a free online web application, Spartan Pro, and utilize it for inserting address requests, subdivisions, and other address information.

WHEREAS, the LRGVDC E-COMMS/9-1-1 will scan, if any, all address paper subdivisions from the LOCAL GOVERNMENT and store them on LRGVDC E-COMMS/9-1-1 storage server and return the address paper subdivisions to the LOCAL GOVERNMENT, where there is no digital copies available.

WHEREAS, the LOCAL GOVERNMENT is responsible for addressing inside their city limits. As well as providing the address letter notification to their customers.

WHEREAS, the LRGVDC E-COMMS/9-1-1 is responsible for the ETJ for the city.

WHEREAS, the LRGVDC E-COMMS/9-1-1 will verify the address while making sure it does not create problems with the GIS database.

WHEREAS, the LOCAL GOVERNMENT will follow the two-week policy established by LRGVDC E-COMMS/9-1-1 for delivery of address to customer. This will ensure that the address is established in the GIS map and at the Public Safety Answering Point (PSAP). This

guarantees that, in the event of an emergency, the first responders have the correct information for the LOCAL GOVERNMENT.

WHEREAS, the LRGVDC and LOCAL GOVERNMENT are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, the LRGVDC E-COMMS/9-1-1 and LOCAL GOVERNMENT, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Scope of Agreement

a. LRGVDC E-COMMS/9-1-1 shall:

- 1) provide training on the use of Spartan Pro if utilized by City with instructions of use.
- 2) scan and return address paper subdivisions within 90 days to the LOCAL GOVERNMENT, when the entity doesn't have electronic copies, if resources are available to LRGVDC E-COMMS/9-1-1.
- 3) assign the role of Location Validation (LV) to LOCAL GOVERNMENT and designated as Quality Assurance/Quality Control (QA/QC) to LRGVDC E-COMMS/9-1-1.
- 4) maintain and update the GIS database, according to the Texas GIS Data model.
- 5) provide assistance when address has been established with validation of the assigned addresses and compare the information to the GIS database to prevent margin of error.
- 6) update and maintain the information on the PSAP GIS database.
- 7) will provide addressing workshop if requested by the LOCAL GOVERNMENT.

b. LOCAL GOVERNMENT shall:

- 1) adhere to the Texas GIS Data model for addressing purposes. (see attachment A)
- 2) provide any new addressed subdivision plat(s) within 1 week of being approved and recorded. In the case that any addresses are out of range, the plat will be returned to be corrected.
- 3) provide when requested all electronic subdivisions if available to LRGVDC E-COMMS/9-1-1
- 4) provide all previous addressing information if available in GIS format to LRGVDC E-COMMS/9-1-1 to validate and update the 9-1-1 Database and PSAP GIS database.
- 5) be responsible for gathering information and assigning the address to the resident.
- 6) provide address letter to the resident.
- 7) provide an ETJ boundary.
- 8) follow the two-week policy when creating address ticket.

- 9) in the event that the city does want to accept the addressing of ETJ, upon written request from the city, LRGVDC E-COMMS/9-1-1 shall dismiss the addressing responsibility and will continue to use the addressing ranges established by the city. The city shall provide relevant data and information within its possession and control, including regulatory information, Geographic Information Systems (GIS) data, and land use and transportation data.
 - c. LRGVDC and the Local Government shall monitor the quality of 9-1-1 database and PSAP GIS database and work jointly to achieve and maintain a 98 percent match rate, as recommended by the National Emergency Number Association (NENA).
2. **Term:** This agreement will become effective on the day and year first written above and terminate upon either parties' written notice to no longer continue with the project. Upon termination, all obligations incurred under this Agreement shall terminate.
3. **Property:** The software Spartan Pro is property of the LRGVDC E-COMMS/9-1-1 and cannot be duplicated. The GIS information inside City Limits and ETJ is owned by LOCAL GOVERNMENT and LRGVDC E-COMMS/9-1-1.
4. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the LRGVDC E-COMMS/9-1-1 terms and conditions prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
5. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement will not expire but may be modified or amended only by agreement in writing executed by LRGVDC E-COMMS/9-1-1 and LOCAL GOVERNMENT, and not otherwise.
7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE WITHIN HIDALGO AND WILLACY COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO AND WILLACY COUNTY, TEXAS.

8. **Governing Provisions.** LOCAL GOVERNMENT shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
9. **Indemnification:** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.
10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to LRGVDC: Attention: Ron Garza
Executive Director
301 W. Railroad ST.
Weslaco, Texas 78596

If to City of Mission: Honorable (Dr. Ambrosio Hernandez)
Mayor, City of (Pharr)
118 S Cage Blvd
City of (Pharr), TX 78577

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

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement. Additional document is attached. Refer to Appendix A.
12. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

13. **Assignments.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by LRGVDC E-COMMS/9-1-1 and LOCAAL GOVERNMENT have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of LRGVDC E-COMMS/9-1-1 and LOCAL GOVERNMENT in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. **Commitment of Current Revenues Only.** If, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

City of (Pharr), Texas

Lower Rio Grande Valley Development Council

Honorable (Dr. Ambrosio Hernandez)
Mayor, City of (Pharr)

Ron Garza
Executive Director



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: October 18, 2018

MEETING DATE: November 5, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on agreement with Peace & Thornton to use property located on Sioux Road for overflow parking for Pharr Events Center.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Events Center wishes to continue using property owned by Peace & Thornton and located on Sioux Road, south of the Pharr Events Center, for overflow parking during concerts and other special events. Agreement has been reviewed and modified by City Attorney.

Financial Consideration: Fiscal consideration, if approved, would be \$600 per month, on a month to month basis.

Staff Recommendation: Staff Recommends Approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 10/18/2018
Approved - 10/18/2018
Approved - 10/22/2018
Final Approval - 11/01/2018

**EXCLUSIVE GROUND LEASE PARKING AGREEMENT
FOR THE CITY OF PHARR
AND THE PHARR EVENTS CENTER**

This Lease Agreement (this "Lease") is made effective as of the 5th day of November 2018, by and between **PEACE & THORNTON PARTNERSHIP ("Landlord")**, and **CITY OF PHARR and its affiliates and corporations ("Tenant")**. Both parties, having been authorized as required by law to be fully and legally bound by the terms and conditions contained herein, agree as follows:

1. LEASED PREMISES.

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Leased Premises") the area attached as Exhibit B herein and incorporated by reference. The Leased Premises is for the benefit of the community and attendees of the Pharr Events Center located at 3000 N. Cage Blvd, Pharr, Texas 78577. When in use, the same terms, conditions, and restriction apply to the area described as Exhibit B without any additional payment by Tenant.

2. TERM: TERMINATION.

- (a) The lease term shall be **month to month**. The lease term will begin on the 5th day of November, 2018, and will continue on a month to month term until terminated by either Party. In no event shall the agreement continue beyond the 4th day of November 2019, unless renewed in writing by City.
- (b) Either party may terminate this agreement immediately upon delivery of written notice should either party fail to adhere and comply with any of the provisions stated herein. Either party may also terminate the agreement without cause upon delivery of 30 days' written notice.

3. LEASE PAYMENTS.

Tenant shall pay the Landlord \$600.00 per month. Such payment shall be payable to Landlord not later than the fifth day of every month. Lease payments shall be made by check or money order made payable to: **PEACE & THORNTON PARTNERSHIP** and mailed to: P.O. Box 184, McAllen, Texas 78505.

4. POSSESSION.

Tenant shall be entitled to exclusive possession of the Leased Premises for use by the City and/or representatives, visitors, and patrons of the Pharr Events Center.

5. PROPERTY INSURANCE.

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Leased Premises and property located on the Premises.

TENANT:_____

LANDLORD:_____

Landlord shall receive copy from tenant of said insurance on the first day of the term of this Lease and immediately upon any changes to the terms or conditions of said insurance coverage including the renewal thereof.

6. DEFAULT.

The parties shall be in default of this Lease if either party fails to fulfill any lease obligation or term by which either party is bound. Subject to any governing provisions of law to the contrary, if either party fails to cure any condition or financial obligation within ten (10) days (or any other obligation within 10 days) after written notice of such default is provided by either party, either party may terminate this lease. In the alternative, both parties may elect to cure any default and the cost of such action shall be added to either party's financial obligations under this Lease. Either party may pay all costs, damages and expenses (including reasonable attorney fees and expenses) suffered by either party by reason of the other party's default pursuant to Section 271.153(3) of the Texas Local Government Code. The non-defaulting party may also seek specific performance or injunctive relief to enforce the provisions contained herein.

7. NOTICE.

Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
PEACE & THORNTON
PARTNERSHIP
P.O. Box 184
McAllen, TX 78505

TENANT:
CITY OF PHARR and its affiliates and
Corporations
P.O. Box 1729
Pharr, TX 78577

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notice of change must be in writing.

8. ENTIRE AGREEMENT/AMENDMENT.

This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing if the amendment is signed by both parties.

9. SEVERABILITY.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

TENANT:_____

LANDLORD:_____

10. WAIVER.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

11. CUMULATIVE RIGHTS.

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

12. GOVERNING LAW.

This Lease shall be construed and enforced in accordance with the laws of the State of Texas. Venue relating to this lease shall lie in the state courts of Hidalgo County, Texas.

13. LEGAL DESCRIPTION.

The legal description for the Premises is as described in the attached exhibits.

14. SECURITY DEPOSIT.

The parties having negotiated the terms and conditions of the agreement herein, have agreed that no deposit shall be required to bind this agreement or for other remedy or relief.

15. STORAGE.

Landlord shall not be liable for loss of, or damage to items stored on the premises. Tenant may also use the Leased premises to store heavy vehicles, and other transportation used by entertainers and occupants of the Pharr Events Center.

16. LATE PAYMENTS.

Tenant shall pay a late fee equal to \$50.00 for each payment that is not paid within fifteen (15) days after its due date.

17. HOLDOVER.

If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay the Landlord a lease payment for the Holdover period equal to the amount set forth in the Paragraph 3 under Lease Payments. Such holdover shall constitute a month to month extension of this Lease only. Landlord does not waive any right to immediately take possession of the premises during this period and exercise any legal options necessary.

TENANT:_____

LANDLORD:_____

18. RENEWAL TERMS; RIGHT OF FIRST REFUSAL.

Notice of intent to renew this lease shall be done in writing no less than ninety (90) days before the termination date of this lease. If accepted in writing by Landlord, the lease term during any such renewal term, as well as all applicable provisions in this agreement, shall remain in effect. If the tenant and landlord agree on the option to renew the lease, it may be for a period agreed in writing by both Landlord and Tenant.

19. NON-SUFFICIENT FUNDS.

Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

20. MAINTENANCE.

Tenant shall be responsible for maintaining the landscaping and maintenance of the Leased Premises during the Lease Term.

21. LIABILITY INSURANCE.

Tenant shall include the Leased Premises on its general liability insurance during the effective date of this agreement. Landlord shall require that the Landlord receive notice of any termination of such insurance policies.

22. DESTRUCTION OR CONDEMNATION OF PREMISES.

If the Leased Premises are partially destroyed, not caused by Tenant's actions or omissions, in a manner that prevents the conducting of Tenant's use of the Leased Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$10,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$10,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

23. HOLD HARMLESS AND INDEMNIFICATION.

To the extent allowed by law, Tenant agrees to protect, defend, hold harmless and indemnify the Landlord from and against any and all claims, actions, liabilities, costs, attorneys' fees, as authorized by the Local Government Code, judgements, liens, court orders, and damages brought by third parties or persons arising out of this agreement or of the leased premises during the lease term that did not arise from the acts or omissions of the Landlord or its agents.

TENANT:_____

LANDLORD:_____

24. ASSIGNMENT AND SUBLETTING: NO TOW CLAUSE.

- (a) Tenant shall not assign this lease to use nor sublet the whole or any part of the leased premises. An assignment or subletting by operation of law shall be void and invalidate this agreement at the discretion of the other party. Valet services are not considered a prohibited assignment under this agreement.
- (b) Landlord agrees that no fees shall be charged to any occupant, visitor, or patron that uses the Leased Premises for parking during any scheduled event.
- (c) Landlord further agrees that no signs shall be erected on the Leased Premises that allows for the towing of any motorized vehicle. Tenant shall have exclusive authority to oversee the use of the Leased Premises and security thereof during the effective date of this agreement.

25. CONDITION OF LAND.

Tenant agrees to leave the leased property in its original condition, or as close to its original condition, as possible, upon completion of the lease agreement as long as any improvements needed where caused by the actual terms of the agreement with regard to the use of the leased property.

26. INSPECTION.

Landlord and Tenant agree that Landlord and designated representatives shall have the right to inspect the premises at any reasonable time, for the purpose of ascertaining the condition of the premises or in order to make such repairs as may be required or permitted to be made by Tenant under the terms of this agreement.

AGREED AND ACCEPTED BY:

LANDLORD: PEACE & THORNTON PARTNERSHIP

Partner:_____

Date:_____

TENANT: CITY OF PHARR and its Affiliates and Corporations

Date:_____

Ed Wylie, Interim City Manager

TENANT:_____

LANDLORD:_____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: October 19, 2018

MEETING DATE: November 5, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, on contract extension with Hidalgo County EMS for 9-1-1 Emergency Medical Services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Our current contract with Hidalgo County EMS expires on December 2, 2018. The City has the option to extend the contract for two more years. This service is for having 5 ambulances available to be sent when receiving emergency 911 calls.

Financial Consideration: The proposed contract from Hidalgo County EMS at no cost to the City plus a \$3.25 per transport stipend back to the City.

Staff Recommendation: We recommend that the contract be extended at no cost to the City plus a stipend of \$3.25 per transport back to the City. Hidalgo EMS has maintained a response level of over 90% over the past life of current contract.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 10/19/2018

Leonardo Perez

Approved - 10/19/2018

Patricia Rigney

Approved - 10/19/2018

Karla Moya

Approved - 10/22/2018

City Management Office

Final Approval - 11/02/2018

EMERGENCY AMBULANCE MEDICAL SERVICE CONTRACT

Between

CITY OF PHARR & Hidalgo County EMS

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF PHARR

THIS CONTRACT is made and entered into by and between the **CITY OF PHARR** hereinafter called "**CITY**", and **Hidalgo County EMS**, hereinafter called "**COMPANY**".

WITNESSETH

- I. **TERM:** This contract shall be for a period of two (2) years **beginning the 1st day of December, 2018 and ending the 30th day of November, 2020**, unless sooner terminated or extended as herein provided. Upon expiration of the term or of extension, COMPANY agrees to hold over under the terms and conditions of this agreement for such period of time as is reasonably necessary to re-solicit and/or negotiate terms and conditions.
- II. **DEFINITIONS:** (For additional definitions pertinent to this contract, refer to Chapter 50, Article III of the Pharr City Code and related ordinances, as amended).
 - A. **COMPANY:** That organization selected to perform the work, which is the subject to this contract.
 - B. **EMERGENCY Medical Service Advisory Designee ("EMSAD"):** The individual (normally the Fire Chief or the designee) authorized to oversee the operation of the ambulance service system and the performance of the COMPANY under the terms of this contract.
 - C. **Field Personnel:** All those employees of the COMPANY who have direct telephone or in person contact with the public in the routine course of rendering the services, which are the subject of this contract.
 - D. **First Responder Organization:** A group or association of certified emergency medical service personnel that provides immediate on-scene care to ill or injured persons but does not transport such persons.
 - E. **Lame Duck Operator:** A COMPANY that has failed to secure designation as successful bidder under a future competitive bidding process, and who shall continue to furnish service under this contract during the period between the announcement of the new successful bidder and the date of takeover by the new provider.
 - F. **E.T.J. – Extra Territorial Jurisdiction:** Non-incorporated areas of the City as they exist at time of execution of this contract and as they may be amended by reasons of annexation and/or de-annexation of property by City. The area designated for City to respond to and provide emergency services that are designated by the county.

- G. **S.D.D – Service Delivery District:** The dedicated response geographical area for a given ambulance unit.
- H. **Advanced Life Support (ALS):** The term used for a vehicle that is designed for transporting the sick or injured and that meet and exceeds the requirements of basic life support; has sufficient equipment for providing intravenous therapy and endotracheal or esophageal intubation and two (2) way radio communications.
- I. **Mobile Intensive Care Unit (MICU):** The term used for a vehicle that is designed for transporting the sick or injured and that meets the requirements of advanced life support vehicle and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardio version drug therapy and two (2) way radio or cellular phone communication.
- J. **Primary Unit:** The term used for a vehicle that provides advanced life support with mobile intensive care capability.
- K. **Response Time:** The term used for the time span that the address and phone number of a caller is acquired to the time that the ambulance unit arrives at the scene.
- L. **Sufficient Number of Ambulances:** The term used shall mean not less than five (5) ambulances (primary) and one (1) back-up ambulance equipped in compliance with Ordinance but may mean more backup ambulances if circumstances warrant.

III. **SCOPE OF SERVICES:**

- A. COMPANY hereby promises and agrees to render and perform as an independent contractor, under the terms and conditions of this pursuant to Chapter 50, Article III of the Pharr City Code and related ordinances, as amended and this contract for the benefit or the CITY, and its residents, emergency ambulance services at the minimal level of Mobile Intensive Care Unit (MICU) as defined by the Emergency Medical Services Act, Chapter 773, Health and Safety Code, V.T.C.S. in response to all emergency calls initiated by the E-911 System and Fire or Police Departments within the area described in **Exhibit "A"**.
- B. Emergency ambulance services shall not include patient transfers that do not involve an emergency or medical treatment that is immediately essential to the life or health to the person being transferred.
- C. The primary unit(s) will not be allowed to post or respond outside the CITY's Service Delivery District ("S.D.D.")
- D. Requests for emergency ambulance service initiated by anyone other than representatives of the Fire and Police Departments are not covered by this contract.
- E. The Provider shall not submit, to the City of Pharr or its Police Department, an invoice for the emergency services rendered to a person who is or was a prisoner in the City jail. The prisoner, unless the prisoner fully pays for the cost of services received, shall remain obligated to pay just debts.
- F. **DISPATCH CENTER OPERATIONS;** COMPANY shall employ and manage the necessary personnel for the operation of a dispatch center. Sufficient qualified personnel shall be present in the dispatch center at all times to provide for prompt answering of all telephone calls. Although no specific minimum personnel level requirements are imposed by the CITY, COMPANY'S staffing levels shall be such that callers shall not wait more than three (3) rings

before a call is answered and a person requesting emergency service shall not be placed on hold once a call has been answered.

- G. Frequency- Provide a frequency where ambulances assigned to the City of Pharr can be dispatched and monitored.
- H. Pharr Public Safety Communications Center- Upon completion and manning of the new Pharr Public Safety Communications Center (PSC), all EMS calls will be assigned thru the Public Safety Communications Center.
- I. EQUIPMENT AND MANNING LEVELS: COMPANY shall provide the City of Pharr with sufficient personnel, equipment, and a minimum of five (5) MICU Units that are MICU equipped, twenty-four (24) hours per day, strategically placed within the limits of the City to properly and efficiently answer and service all emergency calls that might arise within the service area described in Exhibit A. In addition, COMPANY shall provide one (1) back up unit that is MICU equipped in the vicinity of the City of Pharr. The MICU Units shall be dedicated to 911 MICU transport servicing those persons within the City. The City shall have final say in determining where the units are to be placed, including, but not limited to: 120 W. Cherokee, Pharr, Texas; 1901 N. Knights Dr., Pharr, Texas; 6701 S. Cage Blvd., Pharr, Texas. Company shall also provide. Employees must be assigned permanently to the EMS Units in the City of Pharr. Each Unit must have minimum of one (1) paramedic with one (1) year experience responding to EMS calls. An emergency ambulance will be staffed with at least one (1) E.M.T.P. and one (1) E.M.T.B. to discharge duties and responsibilities associated with Mobile Intensive Care Units.
- J. RESPONSE TIME: COMPANY shall respond to all emergency calls in the service area within eight (8) minutes or sooner 90% of the time or otherwise in accordance with accepted standards of care in the field, COMPANY shall respond in a reasonable, safe and efficient manner and shall comply with all state and local laws governing emergency vehicles. The following guidelines shall apply to calculation of response time.
- K. For all emergency calls in the CITY, the response time clock shall start when the dispatcher acquires the address and phone number of the caller.
- L. For all emergency calls in the CITY, the response time clock shall be stopped by the transmission of the "unit arrived at scene" status signal to COMPANY'S dispatch.
- M. Only calls originated in the services area shall be included in response time calculations and reports.
- N. When a request originated from within COMPANY'S service area is responded to by a mutual aid provider at COMPANY'S request, the arrival time of the mutual aid provider shall be treated as if it were COMPANY'S responding unit.

IV. VEHICLE AND EQUIPMENT STANDARDS:

- A. All motor vehicles used for the purpose of providing ambulance service shall be an ambulance as licensed by the Texas Department of State Health Services.
- B. All motor vehicles used for the purpose of providing ambulance service under this contract shall be designed and constructed to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean, sanitary and first class mechanical condition at all times. All vehicles shall be in compliance with any State and Federal standards.
- C. All vehicles and equipment shall be subject to inspection at any time by EMSAD and monitored thru GPS and/or thru visual on-site visits.

- D. No ambulance that has been substantially damaged or altered shall be placed in service within the City by COMPANY until after repairs to the unit have been made and until it has been inspected and approved by EMSAD.
 - E. COMPANY shall be responsible for maintenance of all vehicles and communications equipment, on board equipment and facilities use by COMPANY in performance in this contract.
 - F. COMPANY shall not use any ambulance in performance of this contract, which is more than three (3) years old.
 - G. Ambulances must be individually identified by letters, numbers or a combination thereof, displayed on the front, rear and sides of the unit at least four inches (4") in height and must be legible from at least 500 feet.
- V. **CONSIDERATION FOR SERVICES:** As consideration for the approval of allowing said COMPANY to provide the services as stated herein, CITY shall not be required to pay any fees, expenses or services to COMPANY. COMPANY shall pay the CITY a Response Fee of \$3.25 per transport, on a monthly basis, for the CITY'S support of Communications, Utilities, Maintenance, and upkeep at its three (3) City Fire stations.
- VI. **AUTHORITY OF EMERGENCY MEDICAL SERVICE ADVISORY DESIGNEE:** The Emergency Medical Service Advisory Designee "EMSAD" will have the authority to routinely monitor system performance, contract performance, training standards, in service training standards, maintenance standards, dispatch procedures and mutual aid policies.
- VII. **MEDICAL CONTROL:**
- A. COMPANY shall ensure the continuous and reliable availability of qualified physician medical control by radio contact with COMPANY'S field personnel. It is the responsibility of COMPANY to ensure rapid and reliable radio access to emergency physicians who are fully knowledgeable of local medical protocols, on board equipment and supplies, patient assessment procedures and medical audit processes to provide safe and effective physicians' directions to field personnel. Such direction shall include but not be limited to communication procedures, patient assessment techniques, standing orders, on board equipment and supplies and recommended diagnosis as well as specific medical procedures. Any deficiency in this regard shall be reported to the EMSAD immediately.
 - B. Medical quality control shall be furnished by COMPANY. A qualified medical director shall be appointed by COMPANY who may also serve as COMPANY'S medical director for purposes of authorizing standing orders and purchasing controlled medications.
 - C. All costs incurred for physician medical control and medical quality control shall be absorbed by COMPANY.
- VIII. **ALLOWABLE CHARGES BY COMPANY, BILLING AND COLLECTING PRACTICES:** COMPANY is authorized to charge no more than the rates prescribed under Chapter 50, Article III of the Phar City Code and related ordinances, as amended for emergency ambulance services and supplies. Such rates may not be changed by COMPANY without the prior approval by PHARR CITY COMMISSION, CITY will not guarantee payment of such fees. COMPANY will be responsible for billing these persons receiving services and shall conduct all billing and collection activities and procedures. CITY will not be involved in any billing and collections procedures nor may its name

be used for this purpose. COMPANY shall comply with all applicable laws, regulations and ordinances pertaining to billing for and collection of fees for services under this contract. COMPANY agrees that, in no event, shall the CITY be responsible for any charges for which Company is unable to collect for the emergency services provided under this Agreement for the CITY.

- IX. **PUBLIC INFORMATION:** COMPANY shall provide pamphlets, brochures, circulars and other documents as reasonably necessary by the "EMSAD" to advise the citizens residing in the service area of the level or the service available, the rates charged by COMPANY to provide services to the public and a telephone number to which inquiries or complaints should be directed. Emergency telephone listings shall be provided by COMPANY. The costs of such reasonable listings, advertising and telephone listings shall be the responsibility of COMPANY and shall be done at COMPANY'S expense and within its budgetary allocations.
- X. **911 INTERFACE:** COMPANY shall interface with the appropriate E-911 dispatch center and be fully operational using the E-911 System from the effective date of this contract and continuously during the term of this contract or any extension thereof. All costs involved shall be absorbed by the COMPANY.
- XI. **COMMUNITY RELATIONS:**
 - A. COMPANY shall reasonably promote and maintain good community relations through participations in industry matters, prompt response and follow-up to inquiries and complaints from any citizen, participation in community CPR and first aid programs participation in other community activities such as health fairs, school programs, business group meetings and meeting of community service organizations. COMPANY shall cooperate with the media and provide personnel reasonably available for interview with representative of the media.
 - B. COMPANY shall provide one or more EMS units for public events when requested by CITY. Said EMS units shall be provided in addition to the five (5) primary and one (1) back-up ambulance required under this contract unless authorized by the EMSAD.
 - C. Company will cover under their Medical Director the City's Fire Department First Responder Program and the Pharr Public Safety Communications Center Emergency Medical Dispatch Program at no additional charge.
- XII. **TRAINING OF PERSONNEL:**
 - A. COMPANY shall provide training and in-service training no less than six (6) times per year and such training shall be consistent with Texas Department of Health Continuing Education and certification requirements and any other requirements under this contract: its own personnel; the City of Pharr Police and Fire Department personnel; and any first responder personnel.
 - B. COMPANY shall provide at least one (1) staff member to coordinate and provide public education services, training in CPR and obstructed airway procedures, informational talks of EMS- related services and other health matters at reasonable to no cost to CITY personnel and the public. Any such cost shall be pre-approved by the "EMSAD".

- XIII. **MEDICAL UPDATES:** COMPANY shall maintain a current knowledge of developments in equipment and procedures throughout the industry and regularly report such developments to the EMSAD.
- XIV. **FINANCIAL, MANAGEMENT CHANGE:** COMPANY shall advise the EMSAD in advance concerning any matters which may impact adversely on COMPANY'S financial condition and of any management, ownership or operating changes being considered by COMPANY.
- XV. **SERVICES FOR CHILDREN AND PEDIATRIC PATIENTS:** Each vehicle used by COMPANY in the provision of ambulance services under this contract shall carry all equipment necessary for the treatment and the transportation of children and pediatric patients including child-sized and/or pediatric sized backboards, splints, cervical splints and other equipment as necessary.
- XVI. **WORK SCHEDULES AND WORKING CONDITIONS:** COMPANY shall establish and utilize reasonable work schedules, shifts assignments and provide safe working conditions so as to ensure that field personnel are fully capable to carry out responsibilities under this contract at all times. COMPANY shall follow the guidelines set forth in Fair Labor Standards Act (FLSA) when considering work schedules and conditions.
- XVII. **PROFESSIONAL AND COURTEOUS CONDUCT:** COMPANY shall ensure the ambulance dispatch and management personnel conduct themselves in a professional and courteous manner in the performance of their duties.
- XVIII. **AMBULANCE SERVICE DRESS CODE AND USE OF TOBACCO PRODUCTS:** In order to provide a professional appearance, COMPANY shall adopt a uniform policy. All ambulance service personnel will be in uniform and abide by the policy when on duty. Such uniforms shall include picture identification tags and certification tags issued by the Texas Department of Health. COMPANY personnel shall be neat, clean and professional in appearance at all times. Ambulance personnel will refrain from the use of any type of tobacco products while engaged in the performance of their assigned duties.
- XIX. **DRUG TESTING:** COMPANY shall ensure that all COMPANY personnel be subjected to drug testing to be initiated at its discretion to eliminate potential drug use in accordance with applicable laws. Upon execution of this contract COMPANY will provide Company Policy implementing and regulating drug testing. Expenses for the administering of drug tests shall be the responsibility of the COMPANY.
- XX. **CHARACTER AND COMPETENCE OF EMPLOYEES:** All persons employed by COMPANY in performing this contract shall hold appropriate certifications and/or licenses as required by the Texas Department of Health. COMPANY shall not use personnel in the performance of this contract who are guilty of misconduct or who are incompetent or negligent in the performance of duties.
- XXI. **KEY PERSONNEL; PROHIBITION AGAINST BAIT AND SWITCH BIDDING:** COMPANY understands that CITY entered into this contract in reliance upon the qualifications and experience of key personnel of COMPANY. COMPANY commits that such key personnel shall be utilized to provide services to CITY under this contract. Should any of such key personnel be replaced by other personnel, COMPANY shall notify EMSAD in writing in advance of such replacement. All

replacement personnel shall have qualifications and experience at least equal to the personnel they replaced.

XXII. CIVIL DEFENSE, EMERGENCY PREPAREDNESS, DISPATCHER ASSISTANCE AND MUTUAL AID RESPONSIBILITIES:

- A. COMPANY agrees to participate in Civil Defense, Emergency Preparedness and Disaster Training exercises as deemed necessary by EMSAD.
- B. During a declared disaster affecting the service area, COMPANY shall commit such resources as are necessary and appropriate given the nature of the disaster. When the disaster assistance has been terminated, COMPANY shall resume normal operations as rapidly as possible. During any disaster, COMPANY shall continue to provide emergency services to the service area and shall suspend non-emergency transportation services. If necessary, to do so.
- C. COMPANY shall enter into mutual aid agreements with any emergency ambulance service providers of Cities adjacent to CITY provided that mutual aid calls rendered by the COMPANY to other ambulance service providers shall be in a manner which does not jeopardize COMPANY'S ability to render services under this contract to CITY,

XXII. RECORD KEEPING AND REPORTING: COMPANY shall utilize a data collection and reporting systems, which shall meet the following minimum standards.

- A. COMPANY agrees to keep true and accurate records of its activities undertaken pursuant to this agreement. Such records shall be maintained in accordance with all applicable federal, state, and local regulations.
- B. COMPANY shall provide CITY approved monthly summary of its activities to CITY on or before the 10th day of each month during the term of this contract, continuing the following information: (1) Listing of all EMS calls responded to in Pharr by indicating the location/address of the call, the S.D.D location, and all other information deemed necessary by the CITY; (2) the time that the call was received, the time that the ambulance was dispatched and the time of arrival (the response time), the total on-scene time; (3) Explanation for all calls with a "response" time greater than eight (8) minutes; (4) Explanation for all calls with an "on-scene" time greater than twenty (20) minutes; (5) the nature of the call, the charges made thereof; and (6) Personnel roster listing names, dates of initial recertification, and dates of hire for all full and part-time paramedics working regular shifts in Pharr and highlight any new personnel added since the previous report submitted to the CITY, the number or name and level of capability of the ambulances in service, and such other relevant information as CITY may from time to time require.
- C. COMPANY shall report to EMSAD the date of any random drug tests administered and the number of persons who tested positive within ten (10) days of COMPANY receiving the results. If any positive results are to be found, COMPANY shall report to EMSAD actions taken on the situation.
- D. COMPANY shall report to EMSAD any changes affecting assigned personnel and/or equipment at least thirty (30) days in advance of implementation of such changes.
- E. COMPANY shall report to EMSAD any violations or infractions, that involve a primary ambulance assigned to CITY, given to COMPANY by the Texas Department of Health within fifteen (15) days of the violation or infraction.

- XXIV. **OUTSIDE WORK:** COMPANY shall not be prohibited from emergency service to others, either within or outside the service area provided that:
- A. The provision of such services does not detract from COMPANY'S abilities to fully perform under this contract including servicing the agreed upon S.D.D. at all times.
 - B. Neither COMPANY nor its employees shall be involved in any activity which violates any federal, state or local law, regulations or ordinances.
 - C. Company shall ensure that all staff and personnel performing duties under this agreement shall not moonlight or be engaged in other employment during work hours.
- XXV. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** All services provided by COMPANY under this contract shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations and Chapter 50, Article III of the Pharr City Code and related ordinances, as amended. It shall be COMPANY'S sole responsibility to determine which laws, rule and regulations to apply to the service rendered under this contract and to maintain compliance with such laws, rules and regulations at all times.
- XXVI. **INSURANCE:** At all times during the term of this contract and any extension thereof, COMPANY shall have insurance coverage as specified herein. COMPANY shall provide CITY with a Certificate of Insurance indicating the types and amounts of insurance in effect. Further, COMPANY shall require its personnel and insurance carriers to give CITY at least thirty (30) days' written notice of any cancellation, termination, failure to renew or renewal or any change in coverage of any policy or policies reflected in the Certificate of Insurance. See Exhibit B.
- A. COMPANY shall have insurance coverage in the following amounts:
 - 1. Motor vehicles: (1) Liability for injury or death to one person - \$1,000,000.00, (2) liability for injury or death to one or more persons during one occurrence - \$1,000,000.00, (3) property damage liability for one occurrence - \$1,000,000.00, and uninsured motorist-same as bodily injury liability limits.
 - 2. Malpractice insurance of not less than \$1,000,000.00, for each claim COMPANY shall provide malpractice insurance on occurrence "rather than a claims made" basis. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this contract or the insurance policy expires.
 - 3. Umbrella policy - \$1,000,000.00 providing additional coverage to all underlying liabilities.
 - B. The insurance policies required herein as well as declarations pages and Certificates of Insurance shall be submitted to EMSAD for approval prior to execution of this contract.
 - C. The cancellation of any policy required herein shall automatically revoke and terminate this contract unless another insurance policy complying with these provisions shall be provided and be in full force and effect at the time of the cancellation of this prior policy.
 - D. Each insurance policy required herein shall provide that notice of cancellation and notice of reinstatement and notice of renewal shall be provided to EMSAD.
 - E. COMPANY shall also obtain and maintain during the term of the contract and any extension thereof, workers compensation insurance as prescribed by the laws of the State of Texas. COMPANY agrees to and shall indemnify and hold harmless CITY, its officers, agents and

employees from any claims arising from employees of COMPANY due to alleged on the job injuries or illnesses.

- XXVII. **ASSUMPTION OF RISK, INDEMNITY OF CITY:** COMPANY agrees to assume all risk incident to or in connection with its activities to be conducted pursuant to this contract and shall be solely responsible for all accidents, injuries or damages of whatsoever kind or nature to persons or property caused by or resulting from COMPANY'S operation and shall indemnify, defend and hold harmless CITY, its officers, public officials, agents and employees from any and all claims, suits, judgments, orders, losses. Damages, liens, settlements, agreements, demands, costs, expenses (including reasonable attorney fees) or injuries to persons or property of whatsoever kind of nature arising directly out of COMPANY'S performance pursuant to this contract.
- XXVIII. **NON-TRANSFERABLE CONTRACT:** COMPANY'S obligation under this contract shall not be assigned or transferred. Any changes in ownership of COMPANY must be approved by CITY's COMMISSION, prior to transfer. No changes in operational status may be made without consent and notice to the City.
- XXIX. **LOSS OF CONTRACT:** COMPANY understands and agrees that a loss of this contract on a future bid cycle or upon involuntary termination means the loss of all benefits and authority granted pursuant to this contract.
- XXX. **LAME DUCK PROVISIONS:**
- A. Should COMPANY not be awarded a contract to provide emergency ambulance services to this service area at a future time, COMPANY shall continue to provide all services required under this contract until the subsequent provider takes over services. During such period of time COMPANY shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of the subsequent contract and COMPANY shall specifically be prohibited from making any changes in COMPANY'S method of operation which could reasonably be considered to be directing at reducing COMPANY'S operating cost to maximize profits during the final stages of this contract.
 - B. Any deterioration in quality of level of services during such "lame duck" period or any reduction in personnel, management staff or quality of training efforts or any other reduction in effort during the "lame duck" period as compared with the previous period of operation, may be viewed as an attempt by COMPANY to engage in excessive profit taking during the "lame duck" period and the CITY, may at its option, calculate the value of such reduction and deduct the amount from the COMPANY'S final payment.
- XXXI. **COOPERATION WITH POLICE AND FIRE DEPARTMENTS:** COMPANY shall establish and maintain a good working relationship with Fire and Police Departments in the service area. COMPANY shall cooperate with such Police and Fire Departments and established standardized procedures for such departments to request emergency services from COMPANY. COMPANY shall cooperate fully in providing emergency standby coverage and requested by the Police and Fire Departments during events where firefighters or law enforcement personnel may be subject to injury. Such standby coverage may utilize on-duty ambulance units and shall be provided without additional compensation to COMPANY. The City shall provide 5 portable radios to Company for communicating with the Pharr Public Safety Communications Center.

- XXXII. **AUDITS AND INSPECTIONS:** At any time during normal business hours and as often as may reasonably be deemed necessary by EMSAD. EMSAD may observe COMPANY'S operations and COMPANY shall make available to EMSAD for examination COMPANY records with respect at all matters covered by this contract. EMSAD may audit, examine, copy and make excerpts or transcriptions from such records and may make audits, invoices, patient assessments on board supplies, ambulance inventory records, list of personnel, daily logs and other data related to all matters covered by this contract. EMSAD may, at any time and without notification, directly observe COMPANY'S operation of the dispatch center, any ambulance station or post location and may ride as a third party in any of COMPANY'S ambulance units at any time. Provided, however, that in exercising this right to inspection and observation, EMSAD shall conduct themselves in professional and courteous manner, shall not interfere with COMPANY'S employees in the performance of their duties and shall at all times be respectful of COMPANY'S employer/employee relationships and sign a waiver releasing COMPANY from any liability. CITY shall have the right to audit the working papers and call histories at any time for an assessment of COMPANY'S performance and obligations.
- XXXIII. **RIGHTS AND REMEDIES NOT WAIVED:** COMPANY agrees that the work herein specified shall be satisfactorily completed without further compensation than as provided for in this contract. In no event shall any payment by CITY to COMPANY constitute or be construed to be a waiver by CITY of any breach or of any default existing at such time and shall in no way impair or prejudice any right or remedy available to CITY with respect to such breach or default.
- XXIV. **SUSPECTED OR KNOWN CHILD OR ELDERLY ABUSE:** COMPANY shall ensure that, if any employee of COMPANY suspects that a child or an elderly person has been the victim of abuse or knows of a child or elderly person who has been abused, such suspected or known child or elderly abuse shall be reported in accordance with applicable law.
- XXXV. **DEFINITIONS OF MAJOR BREACH AND PROVISIONS FOR EMERGENCY TAKEOVER:**
- A. COMPANY agrees that should COMPANY fail to perform under this contract to extent that the public health and safety is endangered, the CITY may assume all duties of COMPANY under this contract. In such event, CITY may also pursue remedies for breach of contract against COMPANY.
 - B. Conditions and circumstances, which constitute a major breach of contract by COMPANY shall include but not be limited to the following:
 - 1. Failure of COMPANY to operate the emergency ambulance service system in a manner which enables CITY and COMPANY to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations.
 - 2. Fabrication or falsification of information supplied by COMPANY to CITY during the bid process.
 - 3. Fabrication or falsification of data supplied by COMPANY to CITY during the course of operations or falsifications or fabrications of any other data required under this contract.
 - 4. Deliberate, excessive and unauthorized reduction of operations by COMPANY to the detriment of performance during a "lame duck" period or any period during the effective time of this contract.

5. COMPANY'S failure to maintain equipment in accordance with good maintenance practices.
 6. Failure of COMPANY to ensure that its employees conduct themselves in a professional and courteous manner and present a professional appearance.
 7. Failure of COMPANY to comply with approved rate setting, billing and collecting procedures or an increase of services to the public without the approval of the CITY COMMISSION.
 8. Failure by COMPANY to establish, operate and maintain a formal compliant resolution procedure.
 9. Failure of COMPANY to provide the insurance coverage or documentation thereof, as required herein.
 10. Failure of COMPANY to cooperate with and assist CITY after a major breach has been declared as provided for herein, even if it is later determined that such breach never occurred, or that the cause of such breach was beyond COMPANY'S reasonable control.
 11. Change of ownership of COMPANY without prior approval by CITY'S Commission.
 12. Any act or omission that is a violation of any provision contained in this agreement.
 13. Any other conduct, either in connection with this contract or not of such a public nature that is adversely reflects on the CITY or COMPANY'S ability to function satisfactorily under this agreement.
- C. In the event CITY through its EMSAD determines that a major breach has occurred and if the nature of the breach is in the EMSAD's opinion such that the public health and safety are in danger, the EMSAD shall give COMPANY notice and a reasonable opportunity to correct such deficiency. If COMPANY fails to immediately correct such breach, COMPANY shall cooperate completely and immediate takeover of COMPANY'S obligations under this contract by CITY. No litigation shall have the effect of delaying, in any way the immediate takeover by CITY or CITY'S designee, or COMPANY'S obligations hereunder.
 - D. Such provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety and legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed and shall not under any circumstances delay the process of the emergency takeover by CITY or CITY'S designee. COMPANY'S cooperation with and full support of such emergency takeover will not be construed as acceptance by the COMPANY of the findings of a major breach and shall not in any way jeopardize COMPANY'S right to recover should a court later find that the declaration of major breach was made in error.
 - E. Failure on the part of the COMPANY to cooperate fully with CITY and/or CITY'S designee to effect a safe and smooth takeover of operations shall itself constitute a major breach of this contract, even if it is later determined that the original declamation of major breach by the CITY was made in error.

XXXVI. **TERMINATION:** The parties to this contract acknowledge that the performance and services provided hereunder must be borne by COMPANY. Either party has the right to terminate this contract with or without cause and without further obligation or liability. The party terminating the agreement shall notify the other party of such termination of the contract in writing at the

address indicated herein or wherever authorized person may be found herein no less than thirty (30) days before the effective date of termination.

XXXVII. **SPECIAL PROVISIONS:** The following special provisions shall apply to this contract and in the event of any discrepancy between these special provisions and any other provisions set forth herein, the language contained in these special provisions shall govern:

- A. This contract may be extended only upon approval of the CITY through its City Commission.
- B. COMPANY personnel shall not request or receive payment for services rendered from any person at the scene of the emergency, while the ambulance is en-route to its destination or upon the ambulance's arrival at the destination. After services are rendered, COMPANY may obtain information and seek payment for services rendered.
- C. Any type of air transportation utilized by COMPANY shall be in accordance with established protocol. If a helicopter or other type of air transportation is called to scene of a medical emergency and is not on the scene or within a short distance thereof, by the time the patient is stabilized and ready to be transported by COMPANY, COMPANY shall transport the patient to the nearest appropriate facility.
- D. COMPANY shall not refuse emergency ambulance services nor otherwise discriminate against any person in the performance of this contract on the basis of age, sex, race, religion, disability status or ability to pay for services rendered.
- E. NOTICE: Any notice given to the COMPANY by CITY shall be by U.S. mail, certified mail postage prepaid addressed to:

Any notice given by COMPANY to CITY shall be sent by U.S. mail, certified mail, postage prepaid addressed to:

City Manager
City of Pharr
P.O. Box 1729
Pharr, Texas 78577

- F. This contract is performable in Hidalgo County, Texas. Venue for any litigation arising from this contract shall be in Hidalgo County, Texas.

XXXVIII. **CONFLICTING PROVISIONS AND INTERPRETATION:** Any conflict between any provisions of this agreement and the laws, rules and regulations, or Chapter 50, Article III of the Pharr City Code and related ordinances, as amended shall be interpreted in favor of the laws, rules and regulations and Code.

SIGNED in duplicated originals this ____ day of ____ 20____.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

CITY OF PHARR:

BY: _____
Ambrosio Hernandez, Mayor

HIDALGO COUNTY EMS

BY: _____

ATTEST:

BY: _____
Hilda Pedraza, City Secretary

APPROVED AS ATO FORM:

BY: _____
City Attorney

ATTACHMENTS: *Exhibit "A" Service Area indicated in Red /City of Pharr Map*
 Exhibit "B" Insurance Policies



Pharr



MAYOR Ambrosio Hernandez, MD | INTERIM CITY MANAGER Edward M. Wylie

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

Date: October 30, 2018
To: Ed Wiley / Interim City Manager
From: Leonardo L. Perez / Fire Chief
Re: Emergency Ambulance Service Contract

Hidalgo County EMS has agreed to extend the Emergency Ambulance Service Contract for another 2 years. They have met the provisions of the current contract with an average of 91.9% of the calls being done in 8 minutes or less as per contract. The Contract requires that Hidalgo County EMS must average at the least 90% of their calls within 8 minutes. Hidalgo County EMS has averaged about 780.9 calls a month and has paid the City of Pharr an average of \$1,474.42 for any transports done within the City.

Hidalgo County EMS has asked for the following considerations and modifications to the contract:

1. **Item V. Consideration for Services.** That the Response fee of 3.25 per transport be reduced to \$1.50. (Their reasoning is that their insurance rates have gone up, they are currently renting a building near City Hall at 122 E. Park to provide better service to our citizens, and to cover the cost for their Medical Director to oversee the Protocols for our First Responder Program and the new Pharr Public Safety Communication Center Emergency Medical Dispatch Program.) If we were to reduce this amount by what they are proposing, we can foresee an estimate of about \$678.23 per month in transport fees coming to the City.
2. **Item III. Scope of Services subsection I.** To have two different Priority Call designations for response times with Priority 1 calls for critically ill or injured persons requiring immediate attention; unstable patient with potential life-threatening injury or illness (possible heart attack, difficulty breathing, i.e.) within 8 minutes. Priority 2 calls for less serious conditions, requiring medical attention but not immediately endangering patient's life within 10 minutes.

Hidalgo County EMS has no other issues that they would like to change. We recommend that these issues be brought to the Commission for their consideration for final approval with this change or staying with current proposed language.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: October 19, 2018

MEETING DATE: November 5, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on renewal of K9 Policing Agreement between Valley View independent School District and City of Pharr for K9 services.

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 Valley View Independent High School

What: Renewing K-9 services contract.

Where: Valle View, Tx and Pharr, Tx

When: November 5, 2018

Why: The contract will promote safe and comfortable working and learning environment for its staff and students.

Financial Consideration: The District will reimburse the City for the K9 Team's salary at a rate of no less than \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on June 22, 2019.

This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein:

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not approve agreement.

ROUTING:

Jose Luengo

Created/Initiated - 10/19/2018

Patricia Rigney
Karla Moya
City Management Office

Approved - 10/19/2018
Approved - 10/22/2018
Final Approval - 11/02/2018

**K9 Policing Agreement Between
Valley View Independent School District and City of Pharr**

WHEREAS, the Valley View Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Valley View Independent School District and the City of Pharr have worked in the past in providing a suitable environment in Valley View schools and other venues;

WHEREAS, the Valley View Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Valley View Independent School District and the City of Pharr, desire that the City of Pharr provide policing in Valley View schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Valley View Independent School District Police Department.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers who are K9 handlers and certified narcotic sniffing dogs. It is hereby agreed that the City will have two (2) full time certified police K9 officers and narcotic sniffing dogs on standby for the Valley View Independent School District Police Department to be used on School Campuses.

The salary for said officers is to be reimbursed to Pharr by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND POLICE OFFICERS

1. The City shall ensure that the police officers conduct themselves in a professional and courteous manner at all times.
2. The City shall ensure that the K9 Teams called out to District Campuses set out herein shall abide by the laws of the State of Texas.
3. The K9 Teams will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. The K9 Teams will not perform the duties of any District security guards and will not enforce any school rules or policies which are not criminal in nature.
5. The K9 Teams when called out shall report to the campus requesting their services and report to a VVUSD Police Officer for assignments to be completed.
6. The K9 Teams will conduct the searches required and inform VVUSD Police Officer of narcotic alerts, who in turn will notify school administrator of any narcotic alerts or any narcotics found on campus.
7. If a narcotic alert is made, school personnel will have the option to handle said case administratively or refer it to the police agency that has jurisdiction over the school for a criminal case.
8. If a criminal case is derived on a campus located in the City of Hidalgo, the VVUSD Police Department will handle the criminal case. Pharr Police K9 Teams will not

- conduct criminal investigations and only provide Supplement regarding the K9 alert.
9. If a criminal case is derived on a campus located in the City of Pharr, the VVISD Police Department will handle the criminal case. Pharr Police K9 will only provide supplement regarding the K9 alert.
 10. The K9 Teams will not conduct searches of persons to include students, parents, teachers, and administrators. Searches will only be done on parking lots, vehicles, empty rooms, lockers and articles.

B. RESPONSIBILITIES OF THE VALLEY VIEW I.S.D.

1. The District will reimburse the City for the K9 Team's salary at a rate of no less than
2. \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on June 22, 2019. This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein:
3. Reimbursement will be paid on the monthly basis to the City, provided that, a time sheet signed by the principal, Chief of Police or his designee, and police officer is submitted.
4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said K9 Teams.
5. The district will provide space for the K9 Teams so the K9 Officer can groom and care for the narcotic dog while the animal is resting during searches. Said room will be used to keep the narcotic dog away from persons to ensure the safety of the animal and people.
6. The District agrees and understands that the K9 Teams will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers, and
7. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action inconsistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the Police K9 Teams shall be approved by the Superintendent or designee and the Police Chief or his designee of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the Police Officers after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matter associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee will address the issues as soon as possible. Such resolution should be approved by the District's Board of Trustees and City's Board of Commissioners.

E. TERMINATION OF CONTRACT

This contract will commence on Nov. 4, 2018 and terminate on June 22, 2019, or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

F. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

G. MODIFICATION OF AGREEMENT

This document constitutes the entire agreement between the City of Pharr, Texas and Valley View Independent School District Police Department and maybe modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

H. DEFAULT

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the _____ of day of _____ 2019.

Jose A. Rosillo
President, VVISD Board of Trustees

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: October 19, 2018

MEETING DATE: November 5, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, on Subscription Agreement with Lexis Nexis for services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Lexis Nexis is a tool to identify persons of interest in cases for the city attorney and code enforcement.

Financial Consideration: 3 Year Contract

Year 1: \$258.00 month

Year 2: \$266.00 month

Year 3: \$274.00 month

Contract is subject to budgetary constraints and may be terminated with 30 days written notice.

Staff Recommendation: Staff is recommending approval.

Alternatives:

ROUTING:

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 10/19/2018

Approved - 10/30/2018

Final Approval - 11/02/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: October 29, 2018

MEETING DATE: November 5, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on vendor agreement with County of Hidalgo Community Service Agency and City of Pharr on Bravo Zulu Grant to assist veterans in need with their water bill.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: County of Hidalgo Community Service Agency approached the City of Pharr to see if City is interested in entering into an agreement with them to support the Bravo Zulu Grant which is designed to provide temporary financial assistance in the form of electric and water utilities assistance to honorably discharged Veterans living in Hidalgo County.

Financial Consideration: County reimburses the City for assisting veterans pay their water bill.

Staff Recommendation: To approve

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 10/29/2018

Karla Moya

Approved - 10/29/2018

Patricia Rigney

Approved - 10/30/2018

City Management Office

Final Approval - 11/01/2018

**Hidalgo County Community Service Agency**

P.O. Box 204
2524 N. Closner
Edinburg, TX 78540
Phone: 956-383-6240
Fax: 956-380-4324
www.hidalgocsa.org

FAX

To:	City of Pharr/ Joe Enriquez	From:	Nora Vasquez
Fax:	956-702-5318	Pages:	8
Phone:		Date	September 14 th , 2018
Re:	New Bravo Zulu Agreement	cc:	

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply

Comments:

Good afternoon Mr. Enriquez

The Bravo Zulu agreement expired in June 2017. Attached is the new agreement , W-9 and the Contact Information form.

Any questions you may have let me know. (956)383-6240 Ext #7902.

Thank you

T

IMPORTANT: This message is intended only for the use of individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you receive the communication in error, please notify us immediately. Thank You.

COUNTY OF HIDALGO

Community Service Agency

P.O. Box 204

Edinburg, TX 78540

(956) 383-6240

FAX: (956) 380-4324

E-mail: jaime.longoria@co.hidalgo.tx.us**MEMORANDUM**

To: City of Pharr

From: Jaime Longoria
Executive Director

Date: September 14th, 2018

Reference: Vendor Agreement

The County of Hidalgo Community Service Agency is an Utility Assistance Program Provider and is seeking to continue a working relationship with your company as some of your customers may seek assistance with their utility bill. Therefore, at this time we wish to send you our agreement to your company.

I have attached a Vendor Agreement , Contact Information Form and W-9 for your consideration and we need orginials of the forms completed and returned by fax or by email at: **956-386-3414 -**
nora.vasquez@co.hidalgo.tx.us

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
VENDOR AGREEMENT
BRAVO ZULU

The purpose of the Bravo Zulu grant is to maintain Utility Services to Hidalgo County eligible Veterans. For purpose of this agreement, is designed to provide temporary financial assistance in the form of electric and water utilities assistance to honorably Veterans Living in Hidalgo County.

The Utility Provider (Vendor) agrees to honor the purpose of the Bravo Zulu and to accept pledges of payment from Bravo Zulu only for the eligible certified veterans to whom the vendor continues to provide services (Water). Bravo Zulu agrees to make payments only for the qualifying Veterans.

This vendor agreement is by and between:

County of Hidalgo Community Service Agency

and

Utility Provider (Vendor-City)

Agency and Vendor agree to assist customers in the following Counties:

Hidalgo County

The agreement shall be effective from the ____ day of _____, 2018 for a period not to exceed one year from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

(Vendor-City Name)

(Vendor-City Mailing Address)

County of Hidalgo Community Service Agency
(Name of Agency)

P.O. Box 204 Edinburg, TX 78540

(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Bravo Zulu and as such is authorized and has received funding from Bravo Zulu to provide utility payment from qualifying veterans.

The Vendor named above is a Utility Provider who represents and warrants that it is authorized to receive payments from Agency on behalf of a customer Qualified Veterans that the Agency has determined to be eligible under the Bravo Zulu guidelines and as such is a Certified Customer.

Vendor will, with reference to a Certified Customer:

- Extend the Bravo Zulu applicant's utility service for up to five (5) business days while the agency determines whether the Veteran (applicant) is eligible pursuant the Bravo Zulu
- Upon accepting pledge from Agency for the certified customer, continue or restore utility service to customer without any increase in the Utility charges, service charges, or other charges affecting the total cost of the bill
- Invoice the Certified Customer in accordance with Vendor's normal billing practices
- Upon verbal or written request from the Agency, provide at no cost to the Agency the certified customer's billing and usage history for the previous (12) months, or available history plus monthly estimates if less than (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or fax no later than the end of the next business day following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans
- Not refuse to provide Utility Service or otherwise discriminate in the marketing and provision of utility service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or utility service

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above
- mentioned forty-five (45) day period and Vendor is provided with a signed pledge from the Agency within five (5) days of identifying a Certified Customer and making the pledge
- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the certified customer is meeting the obligations under such agreement

In consideration of the mutual promises hereafter stated, County of Hidalgo Community Service Agency (CHCSA) and vendor agree as follows:

Payment Procedures/Request for Payment

- I. Vendor will submit a invoice/billing per certified customer for actual services rendered to the County of Hidalgo Community Service Agency at P.O. Box 204, Edinburg, TX 78540. Invoice/billing must include
 - a) Vendor Name
 - b) Client Name
 - c) Date of Bill
 - d) Total
 - e) Client Signature
2. Submittal of invoices/billings will be at Vendor's discretion. However, submittal should not exceed thirty (30) days. Invoices/billings submitted after contract periods will not honored.

CHCSA is a non-profit governmental entity; therefore the Agency is tax exempt.

The county of Hidalgo Community Service Agency requires compliance to the Vendor Agreement and a current W-9 must be on the file before pledges will be submitted to Utility Vendor.

The Agency will:

- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge
- Pay pledges within forty-five (45) days of making pledge to Vendor
- Determine if a customer is a qualified customer within five (5) business days of contacting Vendor
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Qualified Veteran Clients

Authorized Vendor Signature

Date Agreement Signed

Print Name of Authorized Signature

Title of Authorized Signature

(Area Code) Telephone Number

Authorized Agency Signature

Date Agreement Signed

Jaime Longoria

Type Name of Authorized Signature

Executive Director

Title of Authorized Signature

(956) 383-6240

(Area Code) Telephone Number

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONTACT INFORMATION FORM**City of Pharr
(Water Dept.)**

NAME OF COMPANY

ADDRESS_____
TELEPHONE, EXTENSION AND FAX NUMBER_____
CONTACT PERSON (S)

Telephone # for verification: _____

Fax # for Consumption Histories: _____

Payment Address: _____

Fax # for Pledging: _____

Email: _____

Hours of Operation: _____ Time Zone: _____

Comments: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Emergency
Management

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a one (1) year Service Agreement with Onsolve, LLC (Code Red) for mass notification services. (Project No. 1819-01-525-IPQ007-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Communication Department is seeking authorization to enter into a one (1) year Service Agreement with Onsolve, LLC (Code Red), for mass notification for an annual contract amount of \$10,508.00. Term of contract 12/10/18 to 12/11/19

Financial Consideration: Expense \$10,508.00 (1-year)

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Daniel Ramirez

Created/Initiated - 10/31/2018

Edward Wylie

Approved - 11/01/2018

Patricia Rigney

Approved - 11/01/2018

Sandra Zamora

Approved - 11/01/2018

Karla Moya

Approved - 11/02/2018

City Management Office

Final Approval - 11/02/2018

★ VENDOR RECOMMENDED
FOR AWARD OF CONTRACT



Pharr



CITY OF PHARR

PROJECT NO. 1819-01-525-IPQ007-003 SERVICE CONTRACT FOR MASS NOTIFICATION SERVICES

VENDOR:	★ ONSOLVE, LLC CODE RED ORMOND BEACH, FL	HYPER-REACH ROCHESTER, NY	EVERBRIDGE PASADENA, CA
ANNUAL SUBSCRIPTION	\$10,508.00	\$16,500.00	\$18,920.18
		NOTE: 4 HOURS ON-SITE TRAINING \$600	



Solution Overview

Presented to the the City of Pharr, TX

Presented by:

Brian Choyka
Senior Regional Manager

Brian.choyka@onsolve.com



Office 866 939 0911

Mobile 610 823 8846



780 W. Granada Blvd.
Ormond Beach, FL 32174



onsolve.com



EMERGENCY AND CRITICAL COMMUNICATIONS

OnSolve provides the industry's most proven and easy-to-use notification services capable of reaching hundreds of thousands of citizens in minutes. The company has been in the critical communications business for nearly two decades, developing and implementing the technology that has delivered more than a billion messages across North America.

The OnSolve web-based product suite features four hosted solutions for municipalities:

- **CodeRED®** for community and staff notifications
- **CodeRED Weather Warning®** for automated severe weather alerts
- **CodeRED for IPAWS** providing integrated access to the nation's alerting system
- **MyDailyCall™** for checking on at risk individuals



CodeRED

The CodeRED solution was designed specifically for government and public safety officials to record, send and track personalized voice, email, text and social media messages to citizens, as well as staff. OnSolve employs a proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system in operation since 1998.





CodeRED Mobile Alert app

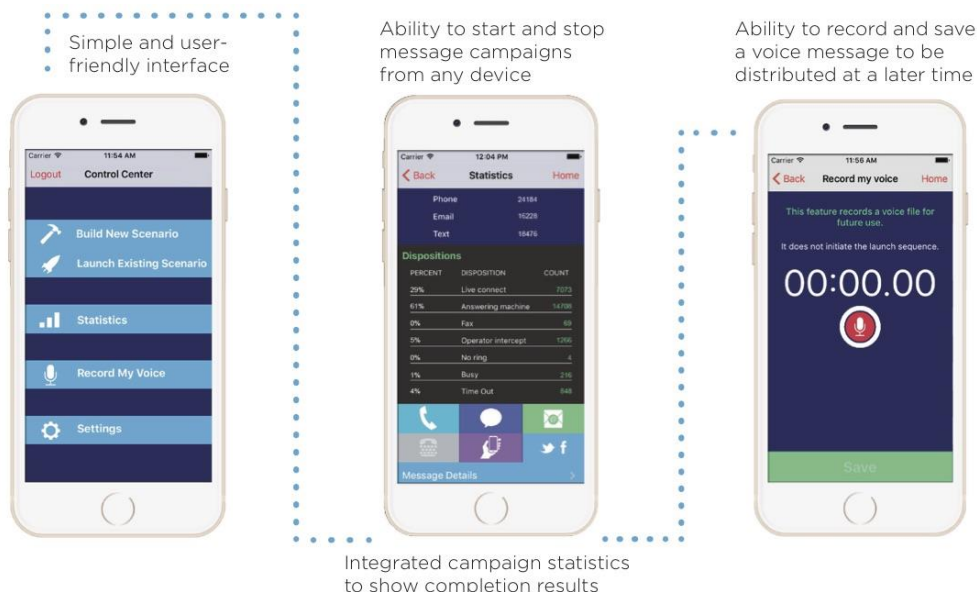
This latest innovation in the public safety arena answers the question asked by many Emergency Managers nationwide – “How do we communicate with people in our jurisdiction who do not reside here?”

The answer is by using a location-based method to deliver CodeRED initiated messages. The CodeRED Mobile Alert app is geo-aware and sends push notifications to a subscriber’s device when alerts are issued for their current geographical location. This advanced technology enables local officials which utilize CodeRED to reach those individuals passing through their jurisdiction and helps to also protect citizens traveling outside their local coverage area.

MOBILE LAUNCHING CAPABILITIES

The world has become increasingly mobile and therefore, OnSolve has developed tools to meet the specific needs of our clients. This includes the ability to create and send notifications on the go, from any location at any time via a mobile device.

The CodedRED Launcher app, which can be used on any Android, iOS or Windows device, allows users to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad hoc notifications across all modes of dissemination. The app also provides users with a detailed view of statistics in order to analyze each notification sent.



The CodedRED Launcher app empowers users to launch notifications immediately from the field

TWO-WAY MESSAGING CAPABILITIES

Two-way messaging allows system users to collect real-time responses from your message recipients; helping you make better informed decisions, fulfill open shifts, track resources, enable two-way dialogue, and more.

When a two-way enabled message is sent, recipients receive a custom URL directing them to a responsive web form displaying their available responses. System users can then:

- View and track all responses via detailed analytics
- Establish a pre-determined expiration time for required responses
- Attach documents, pictures or files containing additional information
- Enable simple yes/no survey responses or text fields

Message Builder

Email Text **Replies***

Reply Page Creation

Team activation. Can you respond? If so, what is your estimated time of arrival?

Clear

Message length (limit to 250 characters): 80 characters

☒ Add a yes/no response

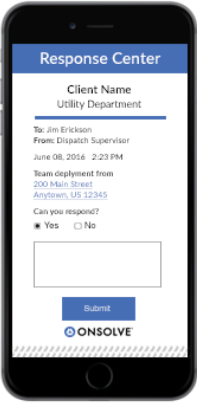
☒ Add a text box response

Duration to accept replies: 3 Hours 0 Minutes

Hours

Minutes

Previous Save Replies



Response Center

Client Name
Utility Department

To: Jim Erickson
From: Dispatch Supervisor
June 08, 2016 2:23 PM

Team deployment from
200 Main Street
Anytown, US 12345

Can you respond?
☒ Yes ☐ No

Submit

ONSOLVE

Name	Device	Current Status	Time	Yes/No	Reply Message
Harper, Troy	386931	Replied	1:20:43	Yes	Delayed by traffic
	tharper@ecnetwork.com	Opened	1:22:15		
Smith, John	386497	Received	1:20:43		
	jsmith@gmail.com	Replied	1:20:28	No	Out of town
Heaton, Mike	386503	Delivered	1:20:45		
	mheaton@wazoo.com	Replied	1:20:44	Yes	
Vickers, Patty	386569	Delivered	1:20:46		



Simple implementation

The CodeRED system is operational immediately and can be ready for use today. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by OnSolve and are instantly available to enable users to easily target residents and businesses by specified area.



Ease of use

The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, the feature rich interface was built with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.



Training and refresher courses are regularly provided via live web-based seminars to ensure your staff is always comfortable with the system and confident in their ability to launch a notification.



Live client support

Available 24/7/365, the OnSolve Client Support Team is staffed by knowledgeable individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds, to stay on top of developing situations; when appropriate, they will also reach out to clients to provide suggestions and support for system use.

Technology

CodeRED's robust platform is built upon a sophisticated infrastructure which includes multiple built-in redundancies to support thousands of jobs running simultaneously.

Proprietary trademarked technology is used to ensure messages are delivered in their entirety regardless if the call is picked up by a person, or by an answering device. If a call is missed, message recipients may simply dial the system back via the toll-free number displayed on their caller ID to hear the last message delivered to their phone. This Universal ANI® feature is not only convenient for the recipients of notifications; but, it also relieves inbound call congestion on your personnel and often overworked emergency lines.

Furthermore, OnSolve manages its entire network in-house, maintaining control over dialing systems and not relying on any third-party or shared lines to place calls. This dedicated network ensures client jobs initiate immediately and do not have to be queued or competed by available phone lines with other dialing priorities. Most importantly, by eliminating any dependence on third-party Service Level Agreements (SLAs), an entire layer of potential failure is removed.

Speed

The OnSolve infrastructure maintains a massive system capacity that is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match the local telephone infrastructure, resulting in more connected calls, less network congestion, and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when ensuring communications are delivered as quickly as possible, is what matters most.

Mapping

Mapping is available for use when messages need to be geographically targeted. The web-based mapping interface, written by OnSolve, is both intuitive and easy-to-use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. OnSolve hosts all components of the mapping interface, relying on no third-party providers.



Calling data

Each client accesses a database which is populated by multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by the OnSolve custom multi-layer geo-coding service.

Communities using CodeRED typically provide data from their local utilities as well as their 911 data. OnSolve geo-codes all client supplied data as a standard part of the database building process.

And finally, the most accurate layer is created by entries to the Community Notification Enrollment (CNE) page. OnSolve provides a custom Web page for each community, allowing residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements, to further populate the database. All information added to the CNE is instantly available for use within CodeRED.

Validata®

The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid, are removed to create a cleaner, more efficient calling list.

Internal use

The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. OnSolve developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs, and official comment direction. With a few clicks of the mouse, multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify the information was delivered rapidly and accurately.



Affordability

OnSolve has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease, and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data, and database clean-up are all included.

The OnSolve pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently, CodeRED is used every day by clients from coast to coast across the U.S. and in Canada. To find out why the CodeRED high-speed notification solution has been selected as the preferred platform for critical communications by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED upon request, so you may hear directly from them regarding the advantages of the system.



COST PROPOSAL (PRICING VALID FOR 90 DAYS FROM 10/11/18)

Keep staff and residents safe and informed with the CodeRED system. Quickly notify staff of time critical information, emergencies and day-to-day operations updates. Send targeted emergency and community notifications to mobile subscribers located in specific geographic areas within your jurisdiction. (based on population of 77,320

A one (1) year CodeRED license includes 24/7/365 uninterrupted system access and the following:

- CodeRED system set-up and initial training
- Unlimited CodeRED Mobile Alert App notifications
 - Ability to notify an existing network of mobile downloads from neighboring communities
- Unlimited SMS text, email and social media messaging
- Unlimited automated polygon-based CodeRED Weather Warning alerts
- Initial residential and business calling database provided by OnSolve
- Integration and geo-coding of client supplied data (911 data, utility data, etc)
- Managed Data Services provided by OnSolve
- Validata Processing
- OnSolve standard ESRI mapping
- Custom geo-coding using client supplied center-line data
- Unlimited user accounts and pass codes with role-based permission settings
- Unlimited Contact Groups and Tags for internal staff notification
- Unlimited pre-created scenarios and pre-created messages
- Unlimited use of the CodeRED Launcher mobile application
- Complimentary monthly refresher trainings via webinar
- Design and hosting of custom web-page for community enrollment
- 24/7/365 technical support

\$10,508 = Annual Cost

Includes 115,000 annual system voice minutes

Alternate Annual Pricing Options:

\$13,425 = All items listed above plus unlimited calling for emergencies and 70,000 annual minutes for general calling

\$15,883 = All items listed above plus unlimited calling for emergencies and general

OnSolve is offering a no-cost period from the date the contract is signed to your current contract expiration date in December 2018 to allow for seamless transition



SERVICE AGREEMENT
CodeRED®
System Minutes
Unlimited SMS Texts

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of **the last date signed on Exhibit B** (the "Effective Date").

SERVICE ORDER		
Provider Information: ("Provider")	Provider Name: Entity Type: State of Incorporation: Provider Address:	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Entity Type: State of Incorporation: Customer Address: Business Contact/Title: Phone: Email:	<u>City of Pharr</u> <u>body politic</u> <u>Texas</u> <u>118 South Cage Boulevard</u> <u>Pharr, TX 78577</u> <u>Daniel Ramirez/Deputy Emergency Management Coordinator</u> <u>(956) 402-4000</u> <u>danny.ramirez@pharr-tx.gov</u>

<i>Please complete below if the Primary User is different from the Business Contact</i>	
Primary User Name:	
Phone:	
Email:	

<i>Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.</i>	
Customer Invoice Name:	
Attention:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Preferred method of receiving invoices: ☐ Email ☐ US Mail	

DETAILED SERVICE DESCRIPTION	
Initial Term	Commencing on the Effective Date and continuing through <u>December 10, 2019</u>
Renewal Term(s)	One (1) Year
<i>If the Agreement is renewed, the first Renewal Term shall commence as of <u>December 11, 2019</u></i>	
<u>CodeRED On-Demand Notification Service – Standard - System Minutes – Unlimited SMS Texts</u>	
Annual Notification Subscription Fee:	\$10,508.00
Initial Term Cost for Notification Service:	\$10,508.00
<u>Additional Features</u>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual CodeRED Weather Warning® Subscription Fee:	Included
Annual Cost for all Additional Features:	Included
Initial Term Cost for all Additional Features:	Included
Annual Subtotal:	\$10,508.00
Initial Term Subtotal:	\$10,508.00
<i>All amounts are stated in United States Dollars unless specifically indicated otherwise.</i>	

- GIS (Target Recipients by Geographic Location): **City of Pharr, Texas (the "Notification Area")**
- Notification Subscription Fee includes the following number of Message Units for non-Emergency Notifications sent via phone:
 - **115,000** Message Units for the Initial Term. Unused Message Units do not carry over.
 - Commencing on each Renewal Term, Message Units will be re-set to **115,000** Message Units per year. Unused Message Units do not carry over year to year.
- Notification Subscription Fee includes unlimited Notifications sent via email or **SMS text**.
- Use that exceeds the included Message Units will be billed at **\$0.25** per Message Unit in blocks of **11,500** Message Units.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: CITY OF PHARR, TEXAS

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- **Unlimited messaging via SMS-based messages, email and to the CoderED Mobile Alert App.**
- **500** Message Units for testing. Message Units used for testing are deducted from Customer's Message Units. Customer may request reimbursement of testing Message Units with notice to Provider within sixty (60) days from testing. Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify for testing.
- "Message Unit" or "**System Minute**" means sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
- "**SMS Text**" means SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple texts.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

Exhibit B
TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists. Customer's Affiliates do not have authority to make changes to Customer's account.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application capable of creating and issuing Notifications through the Service. Only Customer and its Representative may act as Initiators.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Representatives" means Customer's employees and consultants and Customer's Affiliates and their employees.
- 1.14. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.15. "Service" means Provider's software-as-a-service, Internet-accessed notification service to set up and send Notifications, including but not limited the software, hardware, and infrastructure collectively used by the Provider, which may include third-party components.
- 1.16. "Service Order" means the service order commencing on the first page of the Agreement, which describes the Service provided hereunder.
- 1.17. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.18. "Subscription Fee" means the fees for access to and use of the Service, including but not limited to any activation fees.
- 1.19. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.20. "User" is the collective term for Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

2.1. **Service.** Subject to the terms and conditions of this Agreement, including the Exhibits hereto, which are incorporated into this Agreement by reference, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer's and its Affiliates' employees and consultants may act as Initiators and all use of the Service by Customer's Affiliates and its and their employees and consultants are subject to the restrictions set forth in this Agreement.

2.2. **Ownership and Service Components.** All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use the Content to perform the Service or to use any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, to incorporate into the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent (but only to such extent) that Applicable Law prohibits such restrictions.

2.3. Contact Limit. During this Agreement and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Customer's Contacts. In the event the review determines that Customer has exceeded its number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days.

3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, net thirty (30) days from the invoice date. Payment shall be in advance, excluding any Fees billed in arrears. Unpaid balances will be subject to interest at one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is greater, commencing on the date that payment was due.

3.2. Taxes. Unless otherwise itemized, all payments hereunder are exclusive of all taxes, and Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income. Any such taxes may not be deducted from the Fees owed to Provider hereunder.

3.3. Message Surcharges. Under no circumstances shall Provider be liable to Customer, to any Contact or to any other person for any charges or fees that arise from Customer's or an individual person's sending or receipt of a Notification using the Service, including, without limitation, as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the Service Order of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term. Renewal Terms shall be on the same terms as herein.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5. (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (eg. date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. Customer obligations. This Section includes pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers

5.2. Acceptable Use Policy. Customer represents and warrants that it shall only use the Service in accordance with all Applicable Laws and shall comply with the Acceptable Use Policy attached hereto.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal

Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice, Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including but not limited to Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body or disclosed in compliance with the Public Information Act, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include but are not limited to physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including, without limitation, delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues

use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) use of Content by Provider in connection with its performance of the Service; (iii) third party claims that Customer's Content infringes on any intellectual property rights; or (iv) Customer's gross negligence or willful misconduct.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY), OR FOR ANY BREACH OF SECTION 5 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including, but not limited to acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including, without limitation, attorneys' and experts' fees, whether in arbitration, a court of first jurisdiction and any courts of appeal.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC

CUSTOMER: CITY OF PHARR, TEXAS

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Executed for Exhibits B and C

EXHIBIT C
ACCEPTABLE USE POLICY

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants.; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Per Provider's fair use policy, Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (eg. based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

Comparison of current (Everbridge) and Staff recommendation (Code Red)

	OnSolve (Code RED)	Everbridge
Yearly Cost	\$10,508.00	\$18,920.80
Text	unlimited	unlimited
Email	unlimited	unlimited
Phone calls	110,000 minutes	unlimited
Weather warning	included	not included
Polling	yes	yes
Interface to social media	included	not included
Mobile App	yes	yes
Mobile Launch	yes	yes
Mapping	yes	yes
Verifying of data base	yes	no
Intercity use	yes	yes



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.H.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on proposal from Decibel Communications for sponsors for the 2018 Pharr Christmas Posada.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is investing all necessary resources to present a safe, enjoyable and free Christmas Posada Festival on Saturday December 1, 2018. Decibel Communications is offering to seek sponsors for this event to offset financial investment as much as possible in exchange for 20% commissions of any funds raised.

Financial Consideration: Fiscal consideration would be subject to 20% commission of any funds raised in the time allowed.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny.

ROUTING:

Gary Rodriguez

Created/Initiated - 10/30/2018

Patricia Rigney

Approved - 10/30/2018

Sandra Zamora

Approved - 11/01/2018

Karla Moya

Approved - 11/02/2018

City Management Office

Final Approval - 11/02/2018



Sponsorship Development

in partnership with Decibel Communications

OVERVIEW

The City of Pharr holds multiple live events throughout the year that offers residents opportunities to enjoy live music, delicious food, parades, interactive fun, child rides and education in a fun, safe, family environment. The City also always invites people from throughout the RGV to come and enjoy all the great things the City of Pharr has to offer.

UPCOMING EVENT

- **Pharr Christmas Posada**
Saturday, December 1
Downtown Pharr
6-10PM
- **Ice Rink Downtown Pharr**
Dec 1 - 15

DECIBEL COMMUNICATIONS:

Decibel Communications will engage Sponsors for the Christmas Posada and Ice-Rink project for 2018 for a 20% commission on sales.

.....
APPROVED BY

.....
DATE

.....
SIGNATURE



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.I.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on proposal from Circo Hermanos Vazquez for rental of ice skating rink for the Christmas Holidays.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr wishes to present an authentic ice skating rink for the community to enjoy during the Christmas Season of 2018. Circo Vazquez of Donna, Texas has proposed renting one to the City of Pharr for the duration of December 1, 2018 - December 15, 2018.

Financial Consideration: The value of the proposal is \$32,000 but could go higher with the addition of insurance.

Staff Recommendation: Staff recommends approval subject to agreement to terms to the benefit of the City of Pharr.

Alternatives: Alternative would be to deny this item as proposed.

ROUTING:

Gary Rodriguez

Created/Initiated - 10/31/2018

Patricia Rigney

Approved - 11/01/2018

Sandra Zamora

Approved - 11/01/2018

Karla Moya

Approved - 11/02/2018

City Management Office

New -



Corporate Office
700 Vazquez Lane
Donna Texas
78537 USA
T. 956 461 2332
www.circovazquez.com

Ice Rink Lease Agreement

THIS AGREEMENT is entered into on October 30th 2018 between **HV, LLC**, 700 Vazquez Ln, Donna, TX 78537 ("Lessor") and The City of Pharr TX ("Lessee") and they agree as follows:

1. **Lessee** will do the following:

- Furnish a suitable indoor location for the Ice Rink to operate at _____ ("Location") from December 1, 2018 to December 15, 2018 for the operation of an ice rink.
- Provide all necessary permits for construction of Ice Rink.
- Provide a suitable electric source for the operation of the ice rink within 25' of the rink.
- Provide any infrastructure to connect power to the ice rink and pay for all electrical usage.
- Provide General Liability insurance covering Lessor for the duration of the lease of 1 Million dollars.

2. **Lessor** will do the following:

- Provide a 40' x 90' Ice Rink.
- Provide set up and tear down of the ice rink for the Lessee.
- Provide 150 pairs of ice-skating boots.

3. **Payment.** In consideration for the use of the above-mentioned equipment and services according to the terms and conditions above, Lessee will pay Lessor:

- A total payment of **\$32,000**, (\$30,000 for ice rink rental and \$2,000.00 for Ice-skating boots) according to the following schedule:
 - \$20,000** to be paid at the signing of this Agreement;
 - \$12,000** to be paid on or before December 1, 2018.

4. **Force Majeure.** A party is not liable for failure to perform the party's obligations under this Agreement if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

5. **Partial Invalidity of Agreement.** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

6. **Waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

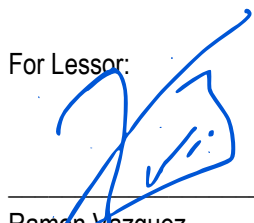
7. **Governing Law, Venue.** This Agreement shall be interpreted under the laws of the State of Texas.

8. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings. No change, addition or amendment shall be made, except by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have signed this as of the date first set forth above.

For Lessor:

For Lessee:



Ramon Vazquez
HV, LLC

Print Name: _____
Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.J.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, awarding Lease Purchase Contract to US Bancorp Government Leasing and Finance, Inc. (Project #1718-01-511-S023-010)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On August 30, 2018 the City of Pharr received proposals to Finance Security System Cameras for the Pharr International Bridge for \$200,000. Two (2) proposals were received by Frost Bank from San Antonio, TX, and US Bancorp Government Leasing & Finance, Inc. from Denver, CO. The responses were ranked and scored.

Financial Consideration: \$200,000 plus interest Financing over 5 Years. Included in 2018-2019 Budget.

Staff Recommendation: Staff recommends award of contract to the highest ranked respondent US Bancorp Leasing & Finance, Inc.

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney
Sandra Zamora
City Management Office

Created/Initiated - 10/31/2018
Approved - 11/01/2018
Approved - 11/01/2018
Final Approval - 11/02/2018



Pharr

Purchasing



PROPOSAL OPENING: AUGUST 30, 2018 AT 3:00 P.M.

LOCATION: City Commision Room

★ RECOMMEND AWARD OF CONTRACT

Project #1718-01-511-S023-010 RFP - CAPITAL LEASE

RESPONDENTS:	FROST SAN ANTONIO, TX	★ US BANCORP GOVERNMENT LEASING & FINANCE INC. DENVER, CO
INTEREST RATE	3.97%	★ 3.41%
PAYMENT AMOUNT	\$10,965.86	\$10,826.88



Pharr



[Return to List](#)

Bid

PROCESS
One Step Unsealing

NUMBER
1718-01-511-S023-010

TITLE
RFP - CAPITAL LEASE FINANCING

[SETUP](#)
[FORMS](#)
[DOCUMENTS](#)
[BIDDERS](#)
[CLARIFICATIONS/QUESTIONS](#)
[READYTOBID](#)
[ANALYSIS](#)
[AWARD](#)
[LOG](#)

QUESTIONS

PRICING

✓ Scoring has been submitted by all evaluators.

▼ EVALUATION STATUS (2 records)

FULL NAME	ITEM GROUP SUMMARY	DATE SUBMITTED
CARLOS MONTEMAYOR	Default Item Group, RFP-REQUIRED DOCUMENTS	10/19/2018 12:56 PM
Karla Moya	Default Item Group, RFP-REQUIRED DOCUMENTS	10/29/2018 8:41 AM

▼ ANALYZE QUESTION RESPONSES (2 records)

By Company ▼

▼	NAME	TOTAL SCORE
▶	U.S. Bancorp Government Leasing & Finance, Inc.	84.50
▶	Frost Bank	75.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.K.

DATE SUBMITTED: October 30, 2018

MEETING DATE: November 5, 2018

FROM: Ricardo Pedraza, Public Works
Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, awarding Supply Contract for the Purchase and Delivery of Concrete Mix. (Project #1718-01-528-IPQ044-126)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Purchasing Department received two (2) bids for the above referenced supplies.

The city is in need of a concrete mix supply contract in order to fulfill its concrete needs for various city construction projects.

Financial Consideration: Budget \$15,000

Staff Recommendation: Staff requests authorization to award a Supply Contract for the Purchase and Delivery of Concrete Mix to the low bidder L&R Ready Mix, LLC, from Mission, TX, for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional two (2) years, in one (1) year increments, subject to performance of the successful bidder being satisfactory and the unit price(s) remaining unchanged. In the event that the selected vendor fails to meet or perform under the terms and conditions of awarded contract, with City Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications.

Alternatives:

ROUTING:

Ricardo Pedraza
Omar Anzaldua
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 10/30/2018
Approved - 10/31/2018
Approved - 11/01/2018
Approved - 11/01/2018
Approved - 11/02/2018
Final Approval - 11/02/2018



Pharr



CREATED BY: VG

REVIEWED BY: SZ

★ RECOMMENDED FOR AWARD OF CONTRACT

SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF CONCRETE MIX

BID OPENING SEPTEMBER 27, 2018 at 4:00 p.m.

LOCATION: CITY COMMISSION ROOM-2ND FLOOR

PROJECT NO.: 1718-01-528-IPQ044-126

							L&R READY MIX, LLC ★ MISSION, TX	TRANSIT READY MIX, LLC MISSION, TX
Item No.	Commodity No.	Type	Description	UOM	QTY	L&R READY MIX, LLC MISSION, TX	UNIT PRICE	UNIT PRICE
SECTION 03320 FOR PURCHASE AND DELIVERY OF CONCRETE ADMIXTURES BID ITEMS								
1	#745-65-01001	BASE	CONCRETE MIX (3,000 PSI) (DELIVERED)	CU.YD	100	\$95.00	★ \$97.00	\$105.00
2	#745-65-02001	BASE	CONCRETE MIX (4,000 PSI) (DELIVERED)	CU.YD	100	\$103.00	★ \$107.00	\$115.00
APPROXIMATE ANNUAL SPEND NOT TO EXCEED \$15,000:						\$19,800.00	\$20,400.00	\$22,000.00
NUMBER OF DAYS TO DELIVER:							3 DAYS	1-3 DAYS
ELECTRONIC COPY BID:							SUBMITTED	SUBMITTED



CITY OF PHARR

SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF CONCRETE MIX (PROJECT #1718-01-528-IPQ044-126) GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **ITEM DESCRIPTION** (Circle one or all) for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remain unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).
4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal, State, and/or City law.
5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.
6. Supply Contract shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.
7. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.
8. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bided from an accredited testing laboratory company shall also accompany the bid.

**CITY OF PHARR SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF
CONCRETE MIX (PROJECT #1718-01-528-IPQ044-126) - CONTRACT
GENERAL CONDITIONS AND AGREEMENT Continued:**

9. It shall be the responsibility of the vendor to pay for any and all tests of **ITEM(S)** and repair expenses incurred by the City of Pharr as a result of inferior and/or contaminated **ITEM(S)**.
10. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of thirty (30) days to become effective.
11. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Ed Wylie, Interim City Manager, City of Pharr.

Accepted this _____ day of _____, 2018.

AUTHORIZED SIGNOR

TYPE/PRINT NAME

TITLE

LEGAL COMPANY NAME

**CITY OF PHARR
OWNER**

ED WYLIE, INTERIM CITY MANAGER

WITNESS



BID OPENING: OCTOBER 30, 2018 AT 3:00 P.M.
LOCATION: City Commission Room

PROJECT NO.: 1718-61-587-C011-116				MANHOLE REHABILITATION		NON-RESPONSIVE		NON-RESPONSIVE	
INTERNAL REFERENCE NO.	DESCRIPTION	U/M	QTY	★ SOUTHERN TRENCHLESS SOLUTIONS, LLC LA FERIA, TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX	T-GRAY UTILITY & REBAR LLC. HOUSTON, TX	ACE PIPE CLEANING, INC KANSAS CITY, MO	THE 5125 COMPANY MISSION ,TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX
				BASE	BASE	ALTERNATE	ALTERNATE	ALTERNATE	ALTERNATE
	MANUFACTURER			CARBOLINE 4500	CARBOLINE 4500	STANDARD CEMENT MATERIALS INC.	STANDARD CEMENT MATERIALS INC.	SPECTRA SHIELD	SPECTRA SHIELD
2957	ITEM NO. 1 - Rehabilitation MH-01, 4-ft Dia. Approximately 10'-2" Depth, Complete in	LS	1	\$3,362.00	\$8,477.59	\$3,160.00	\$3,723.00	\$3,718.00	\$8,183.69
2957	ITEM NO. 2 - Rehabilitation MH-02, 4-ft Dia. Approximately 10'-2" Depth, Complete in	LS	1	\$3,362.00	\$7,180.63	\$3,160.00	\$3,723.00	\$3,718.00	\$6,939.06
2957	ITEM NO. 3 - Rehabilitation MH-03, 4-ft Dia. Approximately 9'-2" Depth, Complete in Place	LS	1	\$3,175.00	\$6,713.53	\$2,848.00	\$3,358.00	\$3,380.00	\$6,490.82
2957	ITEM NO. 4 - Rehabilitation MH-04, 4-ft Dia. Approximately 6'-2" Depth, Complete in Place	LS	1	\$2,150.00	\$5,312.25	\$1,900.00	\$2,263.00	\$2,366.00	\$5,146.09
2957	ITEM NO. 5 - Rehabilitation MH-05, 4-ft Dia. Approximately 7'-4" Depth, Complete in Place	LS	1	\$2,462.00	\$5,858.75	\$2,279.00	\$2,701.00	\$2,704.00	\$5,670.54
2957	ITEM NO. 6 - Rehabilitation MH-06, 4-ft Dia. Approximately 14'-7" Depth, Complete in	LS	1	\$4,718.00	\$9,282.54	\$4,528.00	\$5,365.00	\$5,070.00	\$8,956.16
2957	ITEM NO. 7 - Rehabilitation MH-07, 4-ft Dia. Approximately 13'-4" Depth, Complete in	LS	1	\$4,262.00	\$8,661.31	\$4,120.00	\$4,891.00	\$4,732.00	\$8,360.00
2957	ITEM NO. 8 - Rehabilitation MH-08, 4-ft Dia. Approximately 13'-4" Depth, Complete in	LS	1	\$4,262.00	\$8,661.31	\$4,145.00	\$4,891.00	\$4,732.00	\$8,360.00
2957	ITEM NO. 9 - Rehabilitation MH-09, 4-ft Dia. Approximately 13'-9" Depth, Complete in	LS	1	\$4,430.00	\$8,857.49	\$4,276.00	\$5,073.00	\$4,732.00	\$8,548.26
2957	ITEM NO. 10 - Rehabilitation MH-10, 4-ft Dia. Approximately 12'-0" Depth, Complete in	LS	1	\$3,974.00	\$8,040.08	\$3,730.00	\$4,380.00	\$4,394.00	\$7,763.83
2957	ITEM NO. 11 - Rehabilitation MH-11, 4-ft Dia. Approximately 11'-0" Depth, Complete in	LS	1	\$3,662.00	\$7,572.98	\$3,421.00	\$4,015.00	\$4,056.00	\$7,315.59
2957	ITEM NO. 12 - Rehabilitation MH-12, 4-ft Dia. Approximately 7'-0" Depth, Complete in Place	LS	1	\$2,438.00	\$5,704.61	\$2,170.00	\$2,555.00	\$2,704.00	\$5,522.61
2957	ITEM NO. 13 - Rehabilitation MH-13, 5-ft Dia. Approximately 10'-0" Depth, Complete in	LS	1	\$4,118.00	\$8,390.40	\$3,810.00	\$3,650.00	\$3,718.00	\$8,100.01
2957	Dia. Approximately 8'-6" Depth, Complete in Place	LS	1	\$3,206.00	\$6,405.25	\$2,640.00	\$3,139.00	\$3,042.00	\$6,194.98
2957	ITEM NO. 15 - Rehabilitation MH-15, 5-ft Dia. Approximately 9'-0" Depth, Complete in Place	LS	1	\$3,734.00	\$6,638.80	\$3,799.00	\$3,285.00	\$3,380.00	\$6,419.10
2957	ITEM NO. 16 - Rehabilitation MH-16, 4-ft Dia. Approximately 20'-6" Depth, Complete in	LS	1	\$6,530.00	\$12,010.37	\$6,375.00	\$7,519.00	\$7,098.00	\$11,573.90
2957	ITEM NO. 17 - Rehabilitation MH-16, 4-ft Dia. Approximately 20'-6" Depth, Complete in	LS	1	\$6,530.00	\$9,324.58	\$6,375.00	\$7,519.00	\$7,098.00	\$8,996.50

PROJECT NO.: 1718-61-587-C011-116				MANHOLE REHABILITATION		NON-RESPONSIVE		NON-RESPONSIVE	
INTERNAL REFERENCE NO.	DESCRIPTION	U/M	QTY	★ SOUTHERN TRENCHLESS SOLUTIONS, LLC LA FERIA, TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX	T-GRAY UTILITY & REBAR LLC. HOUSTON, TX	ACE PIPE CLEANING, INC KANSAS CITY, MO	THE 5125 COMPANY MISSION ,TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX
				BASE	BASE	ALTERNATE	ALTERNATE	ALTERNATE	ALTERNATE
	MANUFACTURER			CARBOLINE 4500	CARBOLINE 4500	STANDARD CEMENT MATERIALS INC.	STANDARD CEMENT MATERIALS INC.	SPECTRA SHIELD	SPECTRA SHIELD
2957	ITEM NO. 18 - Rehabilitation MH-18, 6' x 6' Rectangular Wet Well Approximately 14' Depth, Complete in Place	LS	1	\$7,358.00	\$37,854.99	\$9,500.00	\$15,110.00	\$17,000.00	\$37,446.99
2957	ITEM NO. 19 - Rehabilitation MH-19, 8'-9" x 5' Rectangular Wet Well Approximately 19'-8" Depth, Complete in	LS	1	\$14,342.00	\$49,422.29	\$15,730.00	\$17,227.00	\$22,406.00	\$48,547.49
2957	ITEM NO. 20 - Rehabilitation MH-20, 4-ft Dia. Approximately 20'-8" Depth, Complete in	LS	1	\$6,518.00	\$16,447.75	\$6,425.00	\$7,592.00	\$7,098.00	\$15,832.22
2957	ITEM NO. 21 - Rehabilitation MH-21, 4-ft Dia. Approximately 13'-6" Depth, Complete in	LS	1	\$4,418.00	\$8,740.72	\$4,198.00	\$4,964.00	\$4,732.00	\$8,436.20
2957	ITEM NO. 22 - Rehabilitation MH-22, 4-ft Dia. Approximately 10'-8" Depth, Complete in	LS	1	\$3,518.00	\$7,414.17	\$3,315.00	\$3,942.00	\$3,718.00	\$7,163.19
2957	ITEM NO. 23 - Rehabilitation MH-23, 3-ft Dia. Approximately 19'-8" Depth, Complete in	LS	1	\$4,742.00	\$11,618.01	\$6,114.00	\$7,227.00	\$6,760.00	\$11,197.38
2957	ITEM NO. 24 - Rehabilitation MH-24, 4-ft Dia. Approximately 16'-8" Depth, Complete in	LS	1	\$5,318.00	\$35,477.34	\$5,181.00	\$6,132.00	\$5,746.00	\$34,629.57
2957	ITEM NO. 25 - Rehabilitation MH-25, 4.5-ft Dia. Approximately 8' Depth, Complete in Place	LS	1	\$3,038.00	\$6,171.70	\$2,488.00	\$2,920.00	\$3,042.00	\$5,970.86
2957	ITEM NO. 26 - Rehabilitation MH-26, 4-ft Dia. Approximately 13' Depth, Complete in Place	LS	1	\$4,262.00	\$8,507.17	\$4,043.00	\$4,745.00	\$4,732.00	\$8,212.08
2957	ITEM NO. 27 - Rehabilitation MH-27, 4.5-ft Dia. Approximately 6' Depth, Complete in Place	LS	1	\$2,378.00	\$5,237.52	\$1,866.00	\$2,190.00	\$2,366.00	\$5,074.37
2957	ITEM NO. 28 - Rehabilitation MH-28, 4-ft Dia. Approximately 8' Depth, Complete in Place	LS	1	\$2,762.00	\$6,171.70	\$2,488.00	\$2,920.00	\$3,042.00	\$5,970.86
2957	ITEM NO. 29 - Rehabilitation MH-29, 4-ft Dia. Approximately 6'-10" Depth, Complete in	LS	1	\$2,318.00	\$6,701.08	\$2,117.00	\$2,518.00	\$2,366.00	\$6,478.87
2957	ITEM NO. 30 - Rehabilitation MH-30, 4-ft Dia. Approximately 11'-4" Depth, Complete in	LS	1	\$3,815.00	\$7,727.12	\$3,523.00	\$4,161.00	\$4,056.00	\$7,463.51
2957	ITEM NO. 31 - Rehabilitation MH-31, 4-ft Dia. Approximately 11'-7" Depth, Complete in	LS	1	\$3,878.00	\$7,881.26	\$3,595.00	\$4,270.00	\$4,056.00	\$7,611.43
2957	ITEM NO. 32 - Rehabilitation MH-32, 4-ft Dia. Approximately 7'-10" Depth, Complete in	LS	1	\$2,702.00	\$7,493.58	\$2,428.00	\$2,883.00	\$3,042.00	\$7,239.39
2957	ITEM NO. 33 - Rehabilitation MH-33, 4-ft Dia. Approximately 14'-6" Depth, Complete in	LS	1	\$4,718.00	\$9,207.81	\$4,509.00	\$5,329.00	\$5,070.00	\$8,884.44
2957	ITEM NO. 34 - Rehabilitation MH-34, 4-ft Dia. Approximately 9'-4" Depth, Complete in Place	LS	1	\$3,158.00	\$8,117.93	\$2,901.00	\$3,431.00	\$3,380.00	\$7,838.54

PROJECT NO.: 1718-61-587-C011-116				MANHOLE REHABILITATION		NON-RESPONSIVE				NON-RESPONSIVE	
INTERNAL REFERENCE NO.	DESCRIPTION	U/M	QTY	★ SOUTHERN TRENCHLESS SOLUTIONS, LLC LA FERIA, TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX	T-GRAY UTILITY & REBAR LLC. HOUSTON, TX	ACE PIPE CLEANING, INC KANSAS CITY, MO	THE 5125 COMPANY MISSION ,TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX		
				BASE	BASE	ALTERNATE	ALTERNATE	ALTERNATE	ALTERNATE		
	MANUFACTURER			CARBOLINE 4500	CARBOLINE 4500	STANDARD CEMENT MATERIALS INC.	STANDARD CEMENT MATERIALS INC.	SPECTRA SHIELD	SPECTRA SHIELD		
2957	ITEM NO. 35 - Rehabilitation MH-35, 6-ft Dia. Approximately 6' Depth, Complete in Place	LS	1	\$3,062.00	\$6,547.23	\$2,866.00	\$2,190.00	\$2,366.00	\$6,331.23		
2957	ITEM NO. 36 - Rehabilitation MH-36, 3-ft Dia. Approximately 7'-4" Depth, Complete in Place	LS	1	\$2,390.00	\$3,870.99	\$2,279.00	\$2,518.00	\$2,366.00	\$3,762.99		
2957	ITEM NO. 37 - Rehabilitation MH-37, 4-ft Dia. Approximately 10'-5" Depth, Complete in	LS	1	\$3,518.00	\$7,339.44	\$3,240.00	\$3,832.00	\$3,718.00	\$7,091.47		
2957	Dia. Approximately 4' Depth, Complete in Place	LS	1	\$1,550.00	\$3,563.77	\$1,244.00	\$1,460.00	\$1,690.00	\$3,468.17		
2957	ITEM NO. 40 - Rehabilitation MH-39, 4-ft Dia. Approximately 10'-6" Depth, Complete in	LS	1	\$3,494.00	\$7,339.44	\$3,265.00	\$3,869.00	\$3,718.00	\$7,091.47		
2957	ITEM NO. 41 - Rehabilitation MH-40, 4-ft Dia. Approximately 7' Depth, Complete in Place	LS	1	\$2,462.00	\$5,704.61	\$2,177.00	\$2,555.00	\$2,704.00	\$5,222.61		
2957	Dia. Approximately 14'-6" Depth, Complete in Place	LS	1	\$5,246.00	\$9,207.81	\$4,509.00	\$5,329.00	\$5,070.00	\$8,884.44		
2957	Dia. Approximately 14' Depth, Complete in Place	LS	1	\$5,088.00	\$10,570.16	\$4,354.00	\$5,110.00	\$5,070.00	\$10,191.82		
2957	Dia. Approximately 14' Depth, Complete in Place	LS	1	\$5,088.00	\$10,570.16	\$4,354.00	\$5,110.00	\$5,070.00	\$10,191.82		
2957	Dia. Approximately 15'-6" Depth, Complete in Place	LS	1	\$5,594.00	\$30,267.69	\$4,820.00	\$5,694.00	\$5,408.00	\$29,630.17		
2957	Dia. Approximately 15' Depth, Complete in Place	LS	1	\$5,426.00	\$29,878.45	\$4,665.00	\$5,475.00	\$5,408.00	\$29,256.63		
2957	Dia. Approximately 15' Depth, Complete in Place	LS	1	\$5,426.00	\$11,115.11	\$4,665.00	\$5,475.00	\$5,408.00	\$10,714.33		
0000	ITEM NO. 48 - ALLOWANCE/BETTERMENT (ENTER \$30,000 IN UNIT PRICE COLUMN)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		
TOTAL AMOUNT BID				★ \$223,962.00	HARD COPY \$539,259.40 * \$539,259.47	\$215,595.00	\$248,228.00	\$251,250.00	HARD COPY \$524,676.09 * \$524,375.68		
2084	ITEM NO. 49 - ADD ITEM; Furnish and install Sanitary Sewer Manhole Ring and Cover	EA	20	★ \$400.00	\$1,200.00	\$ 950.00	\$1,750.00	\$1,000.00	\$1,200.00		
DETAIL DRAWING	ITEM NO. 50 - ADD ITEM; 6'x 6' Concrete Collar	EA	20	★ \$1,100.00	\$3,800.00	\$ 3,500.00	\$1,250.00	\$300.00	\$ 3,800.00		
NUMBER OF DAYS TO COMPLETE CONTRACT				60 WKG DAYS	60 WKG DAYS	60 WKG DAYS	60 WKG DAYS	60 WKG DAYS	60 WKG DAYS		
BID BOND				SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED			
ADDENDUM				SUBMITTED 1,2,3	SUBMITTED 1,2,3	SUBMITTED 1,2,3	SUBMITTED 1,2,3	SUBMITTED 1,2,3			

PROJECT NO.: 1718-61-587-C011-116				MANHOLE REHABILITATION	NON-RESPONSIVE				NON-RESPONSIVE
INTERNAL REFERENCE NO.	DESCRIPTION	U/M	QTY	★ SOUTHERN TRENCHLESS SOLUTIONS, LLC LA FERIA, TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX	T-GRAY UTILITY & REBAR LLC. HOUSTON, TX	ACE PIPE CLEANING, INC KANSAS CITY, MO	THE 5125 COMPANY MISSION ,TX	PEDERSON CONSTRUCTION CO. INC. LOS FRESNOS, TX
				BASE	BASE	ALTERNATE	ALTERNATE	ALTERNATE	ALTERNATE
	MANUFACTURER			CARBOLINE 4500	CARBOLINE 4500	STANDARD CEMENT MATERIALS INC.	STANDARD CEMENT MATERIALS INC.	SPECTRA SHIELD	SPECTRA SHIELD
EPLS VERIFICATION (3 LOW BIDS)				CONFIRMED	CONFIRMED				CONFIRMED
TLIST VERIFICATION (3 LOW BIDS)				CONFIRMED	CONFIRMED				CONFIRMED
HARDCOPY OF BID SUBMITTED				SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	
ELECTRONIC BID SUBMITTED				SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	
					*ERRED ON TOTAL				*ERRED ON TOTAL



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.M.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Ricardo Pedraza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Service Contract for the Pick-up of Used Tires & Rubber Scrap Removal & Disposal/Recycling Services. (Project #1718-01-517-S015-139)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City's Recycling Center recycles used tires and is in need of a Service Contract for the Pick-up of Used Tires & Rubber Scrap Removal & Disposal/Recycling Services.

Financial Consideration:

Staff Recommendation: Staff recommends award of Service Contract for a period of one (1) year to the single bidder, Texas Land Reclamation, LLC dba UTW Collection Services, LLC for the Pick-up of Used Tires from a 53 Foot Dry Van Trailer (Alternate Bid No. 1) at a unit price of \$1,775.00 per load. Texas Land Reclamation has been the provider for this service for the City of Pharr since 2016.

If awarded, Staff is requesting authorization to extend the Service Contract for an additional two (2) years, in 1-year increments, subject to contractor's satisfactory performance and the unit price remaining firm.

Alternatives:

ROUTING:

Ricardo Pedraza

Created/Initiated - 10/31/2018

Omar Anzaldua
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Approved - 10/31/2018
Approved - 11/01/2018
Approved - 11/02/2018
Approved - 11/02/2018
Final Approval - 11/02/2018



Recommended Vendor/Item

Prepared by: 10/11/18..vg

Reviewed by: 10/15/18 sz

REVISED: 11/1/18 CRQ



Pharr



CITY OF PHARR

BID OPENING: OCTOBER 11, 2018 AT 2:30 P.M.

LOCATION: City Commissioner's Room, 2nd Floor

PROJECT #1718-01-517-S015-139 SERVICE CONTRACT - PICK -UP OF USED TIRES & RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICES

BIDDERS:					PREVIOUS CONTRACT PRICING 2016-2017 - TEXAS LAND RECLAMATION, LLC DBA UTW COLLECTION SERVICES, LLC	TEXAS LAND RECLAMATION, LLC DBA UTW COLLECTION SERVICES, LLC DONNA, TX
No.	Internal Ref. No.	Description	UOM	QTY		UNIT PRICE
	962-84-01	BASE BID NO. 1: VENDOR TO PICK-UP TIRES AND RUBBER SCRAP AT CITY'S FACILITY				
1	962-84-0100	BASE BID NO. 1: PICK UP OF USED TIRES IN A 53 DRY VAN TRAILER	LOAD	1	\$1,750.00	\$1,775.00
	962-84-02	ALTERNATE BID NO. 1: CITY OF PHARR TO DELIVER TIRES AND RUBBER SCRAP TO VENDOR'S FACILITY				
2	962-84-0200	ALTERNATE BID 1 A - DELIVER USED TIRES IN A 53 FOOT DRY VAN TRAILER TO VENDORS FACILITY	LOAD	1	\$1,600.00	\$1,525.00
ELECTRONIC BID SUBMITTED:						SUBMITTED
HARD COPY BID SUBMITTED:						SUBMITTED

**PICK-UP OF USED TIRES & RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING
SERVICES AGREEMENT
PROJECT NO.: 1718-01-517-S015-139**

This Service Agreement for the Pick-Up of Used Tires and Rubber Scrap Removal and Disposal/Recycling Services (the "Agreement") by and between City of Pharr, acting by and through its duly authorized officers ("City") and _____ a Texas ("Disposal Service Provider"):

RECITALS

That the City operates and owns a Service Center which produces domestic Used Tires & Rubber Scrap, which requires from time to time the Removal & Disposal/Recycling services from the Disposal Service Provider.

The Disposal Service Provider is in the business of removing and properly disposing of said items.

The City and Disposal Service Provider desires to enter into this agreement whereas the Disposal Service Provider shall be fully responsible for the proper and legal transportation, storage, and disposal of recycling of any material taken into custody under this contract.

NOW THEREFORE in consideration of the mutual promises, covenants, agreements and obligations contained herein, the parties agree as follows

I.

CONTRACT DETAILS

1.01 CONTRACT DESCRIPTION: This contract shall be for the services of pick up and removal of used tires of assorted sizes and rubber scraps from assorted rubber products. If the City of Pharr, Public Works stock piles contain soil, lumber, rocks, concrete, or other waste material, the Contractor shall be responsible for removing and disposing of the used tires and rubber materials only.

1.02 CONTRACT INSTRUCTIONS: This specification governs the pickup, removal, and disposition of used tires and other rubber items, including but not be limited to used tires, tire pieces, inner tubes, tube liners, flaps, fan belts, rubber hoses and similar materials accumulated at locations within the City limits and it's ETJ of the City of Pharr, Public Works (Recycling) Department.

1.03 DISPOSAL SERVICE PROVIDER RESPONSIBILITIES:

Disposal Service Provider shall be solely responsible and liable for the safety and well-being of personnel performing any duties under the term of this contract. All vehicles used in transportation of any material shall be equipped with features which prevent any debris from being strewn along any roadway while in transport.

Disposal Service Provider shall furnish all materials, equipment, and supplies necessary to execute the specified services.

Disposal Service Provider shall be fully responsible for the proper and legal transportation, storage, and disposal of recycling of any material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Commission on Environmental Quality (TCEQ) regulations regarding municipal solid waste management.

1.05 ESTIMATED TOTAL ANNUAL CONTRACT AMOUNT is defined as the estimated annual number of Tires of produced by the Service Center multiplied by the Unit Price identified on the Bid Form.

II.

TERM

2.01 TERM. This Agreement shall be for a term of one (1) year commencing on the date of award (___ day of _____, __) and ending one (1) year (___ day of _____, __) thereafter. The City of Pharr reserves the right to extend this Service Contract for an additional two (2) years, in one (1) year increments, if the performance of the successful bidder/contractor's performance remains satisfactory and their unit price(s) remain firm; however, either party may terminate this Agreement upon thirty (30) days' written notice to the other, without cause.

III.

OBLIGATIONS OF PARTIES

3.01 INDEMNIFICATION FOR CITY. The Contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the bidder. In addition, the bidder shall protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing, as a necessary requirement in connection with the final estimate for payment in which such patented appliance products or processes are used. Bidder also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party

against bidder or the City or to enlarge in any way the bidder's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from bidder's performance hereunder.

3.02 JURISDICTION. Service Contract shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

3.03 VENUE. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

3.04 The City of Pharr, Public Works (Recycling) Department encourages the successful Disposal Service Provider to use any collected material as a rubber derived fuel or otherwise recycle the material for beneficial used to the maximum extent practicable.

IV.

QUANTITY, PRICE, AND PAYMENT

4.01 TYPE OF CONTRACT: Firm Fixed Price

LIST OF ITEM(S):

1. xx

2. xx

4.02 PRICE AND PAYMENT. Remove, transport, store, dispose, (any recycling, reclamation, rejuvenation, disposition, etc) in accordance with the unit prices as stated on the herein bid form or as listed above. Disposal Service Provider shall invoice the City monthly and the City shall pay same in accordance with the State of Texas Pay Law.

4.03 WAIVERS. No failure by either party hereto to insist upon the strict performance or observance of any obligation hereunder, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, shall constitute a waiver of such obligation or a breach thereof. No waiver of any breach of any obligation shall affect or alter this Agreement or shall be deemed a waiver of any other existing or subsequent breach hereof.

4.04 ESCALATION. Not Applicable.

4.05 FORCE MAJEURE. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of "force majeure", then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force Majeure", as used herein, means any condition or event not reasonably within the control of such

party, including, without limitation, acts of God; strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities.

4.06 MERGER. The bid package, Notice to Bidders, Instructions to Bidders, Contractors, Specification/Requirements, Bid forms and the provisions of this Agreement shall consist of the entire contract agreement between the parties and shall supersede all previous communications, representations, and agreements, either verbal or written, with respect to such matters.

4.07 NOTICE. Any notice required or permitted to be given pursuant to this Agreement other than furnishing of Records of presentation of Invoices shall be considered delivered on the third business day after deposit to a party if deposited in the U.S. Mail postage prepaid, by certified or registered mail, return receipt requested at the address listed below:

If to City: City of Pharr
Ed Wylie, Interim City Manager
P.O. Box 1729
118 S. Cage Blvd
Pharr, TX 78577

If to Disposal Service Provider:

Either party may add to or change the addresses to which notice shall be sent by giving notice as outlined above.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the Effective Date above written.

CITY OF PHARR

Ed Wylie, Interim City Manager

ATTEST:

Hilda Pedraza, City Clerk

APPROVED AS TO FORM:

Patricia Rigney, City Attorney

DISPOSAL SERVICE PROVIDER:

Signature

Print/Type Name

Print/Type Title

Legal Company Name

E-Mail Address

Phone Number



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.N.

DATE SUBMITTED: October 31, 2018

MEETING DATE: November 5, 2018

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, ratifying contract for Public Safety Communications Building to include re-allocating additional funds from the Certificate of Obligation 2017 Series.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Public Safety Communications Building contract ratification to include re-allocating additional funds and increase the budget in the amount of 600k from the Certificate of Obligation 2017 Series, Original amount was \$1,110,558.00 new amount is \$1,720,660.00 for an increase of \$610,102.00.

This increase includes system automation, Liebert A/C systems 2 stage-dehumidity, engineering fees, electrical.

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez
Daniel Ramirez
Patricia Rigney

Created/Initiated - 10/31/2018
Approved - 10/31/2018
Approved - 11/01/2018

Sandra Zamora
Karla Moya
City Management Office

Approved - 11/02/2018
Approved - 11/02/2018
Final Approval - 11/02/2018

Exhibit "B"

September 25, 2018

City of Pharr
Pharr, Texas

Re: City of Pharr Emergency Center, Pharr Texas

Specifications for site work, remodel and new building to include:

1. Architectural and Engineering plans
2. Site work includes demolition of concrete and asphalt, caliche subgrade and asphalt parking; new sidewalks, curb & gutter; remove and haul-off existing dirt and place and compact building pad with select fill.
3. Termite treatment for proposed slab.
4. Concrete building slab and drive through slab to be 3000 psi with steel reinforcement and saw cuts to reduce shrinkage cracks as specified per plans.
5. Demolition and haul off of ceiling, concrete walls, brick columns, cabinets, interior walls and carpet, doors removal included.
6. 8' Chain link fence with electric gate operators, block columns.
7. Structural steel on new structure at SE corner.
8. Exterior walls to be 8" structural block with steel reinforcement within the block in new construction
9. Interior walls to be 3-5/8" (25ga) metal stud interior partitions. Ceiling heights as noted on ceiling plan. Sound walls where indicated on plans with 2 layers of gypsum board, green glue between them and R-13 insulation.
10. Sheetrock to be 5/8" fire code sheetrock throughout.
11. Insulation is to be R-11 for interior and perimeter walls.
12. Ceiling insulation is R-19 at suspended ceiling tile areas.
13. Ceilings to be 2' x 4' white grid system ceiling tile, except for rooms 012 (data center room) and 019 (equipment storage) which are hard ceiling roofs: restroom ceilings with R-19 insulation
14. Thermoplastic Polyolefin (TPO) at roof over 3" ISO board insulation with metal cap, scuppers, and cast iron drain outlets.
15. Exterior finish, where indicated, is Synergy synthetic stucco system or approved equal and is to be applied directly on the block or exterior sheathing; stucco columns at fence and fine finish.
16. Paint wall finishes include taped, floated, textured with orange peel, and painted with Sherwin Williams eggshell paint or approved equal in one color. No accent walls are included.

Continued

17. 1 bullet resistant window (5' x 3'), Interior doors to be 8 ft. high, solid core laminate doors, hollow metal frames with door accessories, and cylindrical lever locksets.
18. 38 Ton 2 Stage-Dehumidity Control and 6 Liebert Equipment Split Systems according to MEP Plans and client's request; including new ducts and units, demo of existing system included.
19. Light poles and bases, transformer and generators pads, demo, boring under existing parking lot, all new electric lines, lighting controls, equipment connections, fixtures (including LED lighting) and gear –generators & transfer switch installation only- according to MEP Plans and client's request , wall packs on exterior walls, telephone, TV, and cable conduits; 4-4" future conduits from janitor room to 911 room, power for gates; stub-outs for fire alarms; and prep for building signs.
20. Fire sprinkler system with 4" FDC underground fire line; FM 200 sealing at Data center room (012), Radio room (004) and 911 equipment storage room (029).
21. Plumbing fixtures with allowance; ADA compliant at public restrooms; including police station restroom.
22. Ceramic tile flooring throughout the building except for the following rooms that will have carpet installed: Conf/Op Center, EM Director, PSJA ISD Security, Paystation, Safe Room, 911 Room and Offices 1 to 3; Data Center. Exposed concrete flooring in rooms: 012, 013, 017, 027 and 034.
23. Ceramic tile wall 48" high wainscot with allowance at the restrooms and up to 8' at showers.
24. Hardware with allowance to include restroom accessories which consist of paper towel dispensers, toilet paper dispensers, soap dispensers, and toilet partitions.
25. Granite counters in restrooms with allowance.
26. Landscape with an allowance.
27. Workmen's compensation and general liability insurance.
28. All permits, inspections, and temporary utilities.
29. Construction dumpster, clean up on a timely manner, and final clean up.
30. By owner:
 - Furniture, Signs, Equipment, generators and transfer switch, 6"Elevated surfaces on rooms 005, 006 and 012 according to plans.

Continued

City of Pharr Emergency Center
Pharr, TX
Page 3

Allowances:

1. Ceramic tile walls (material) \$ 3.00 sq.ft.
2. Ceramic tile floor (material)\$ 1.50 sq.ft.
3. Granite counter (installed).....\$ 35.00 sq.ft.
4. Hardware (installed)\$ 7,056.00
5. Plumbing Fixtures\$ 7,690.00
6. Landscaping.....\$ 25,000.00

Original Total Cost of the Building Construction and Remodel \$ 1,110,558.00

Electrical (Light poles and bases, transformer and generators pads, demo, boring under existing parking lot, all new electric lines, lighting controls, equipment connections, fixture and gear –generators & transfer switch installation only- according to MEP Plans)

..... \$ 285,750.00

Mechanical (38 Ton 2 Stage-Dehumidity Control and 6 Liebert Equipment Split Systems according to MEP Plans).....\$ 280,849.00

Interior Doors (2 additional doors)..... \$ 5,466.20

Hardware (additional).....\$ 3,036.00

Engineering Fees (on original proposal was done by owner)

.....\$ 35,000.00

Revised with Engineering Total Cost of the Building Construction and Remodel \$ 1,720,660.00

* Price does not include signage, points, or interim interest. Signed change orders are required for items not shown on the plans and proposal. Changes need to be provided in writing to the job superintendent and the project manager. Client will take possession of the new office/building upon completion of clients punch list, and finalizing of the closing statement. During this time insurance coverage must be provided for the building and its contents. Roof penetrations must be coordinated thru Cantu Construction personnel for adequate roof sealing procedures. I understand the proposal and floor plans and there is no verbal agreement of any kind.



City of Pharr



Alonzo Cantu - President
Cantu Construction & Development Inc.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.O.

DATE SUBMITTED: November 2, 2018

MEETING DATE: November 5, 2018

FROM: Carlos Montemayor, Accountant

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on engagement of Estrada Hinojosa & Company Inc. for financial advisor services in connection with the issuance of \$16,440,000 Combination Tax & Revenue Certificates of Obligation, Series 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This agreement is in fulfillment of services rendered for the tax and revenue C/O

Financial Consideration:

Staff Recommendation: To approve

Alternatives:

ROUTING:

Carlos Montemayor

Created/Initiated - 11/02/2018

Karla Moya

Approved - 11/02/2018

Patricia Rigney

Approved - 11/02/2018

Sandra Zamora

Approved - 11/02/2018

City Management Office

Final Approval - 11/02/2018

ESTRADA • HINOJOSA

INVESTMENT BANKERS

October 15, 2018

Ms. Hilda Pedraza, City Clerk
City of Pharr, Texas
118 South Cage Blvd., 4th Floor
Pharr, Texas 78577

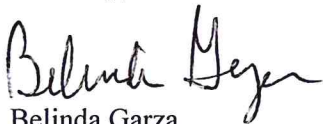
Re: Letter of Engagement

Dear Ms. Pedraza:

Please find enclosed an original letter of engagement contract. Please have the original presented to the Mayor for his execution and to be presented on the next Agenda. Please return a copy back to our office. If you should have any questions, please feel free to contact my office.

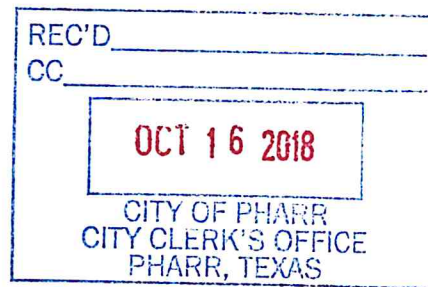
Thank you.

Sincerely,



Belinda Garza
Office Manager

Enclosures



ESTRADA HINOJOSA & COMPANY, INC.

1717 Main Street • Suite 4700, Lockbox 47 • Dallas, Texas 75201
(214) 658-1670 • (800) 676-5352 • Fax (214) 292-8849

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HOUSTON

LOS ANGELES

MIAMI

NEW YORK

SAN ANTONIO

ESTRADA • HINOJOSA

INVESTMENT BANKERS

LETTER OF ENGAGEMENT

The Honorable Dr. Ambrosio Hernandez
City of Pharr, Texas
118 South Cage Blvd.
Pharr, TX 78577

CONTRACT

This Letter of Engagement (the "Contract") is entered into between Estrada Hinojosa & Company, Inc. ("EH"), a Texas corporation and investment banking firm, and the City of Pharr, Texas (the "Issuer"), effective as of September 20, 2018, and continuing in effect until a date ninety (90) days following the Closing Date of the \$16,440,000 City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018, (the "Series 2018 Issuance").

SCOPE OF SERVICES

EH, in its capacity as Financial Advisor to the Issuer under this Contract for the Series 2018 Issuance undertakes the scope of services described in the Agreement between EH and the Issuer executed on September 19, 2016, for previous debt issuances of the Issuer (the "Agreement").

COMPENSATION

The same fees, and expenses incurred, due to EH for the services set forth and described under the Agreement described above, shall apply to this Contract with regard to the Series 2018 Issuance.

MISCELANEOUS

1. Choice of Law. This Contract shall be construed and given effect in accordance with the laws of the State of Texas.
2. Binding Effect: Assignment. This Contract shall be binding upon and, inure to the benefit of EH and the Issuer, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

ESTRADA HINOJOSA & COMPANY, INC.
1717 Main Street • Suite 4700, Lockbox 47 • Dallas, Texas 75201
(214) 658-1670 • (800) 676-5352 • Fax (214) 292-8849

Member FINRA/SIPC

DALLAS

AUSTIN

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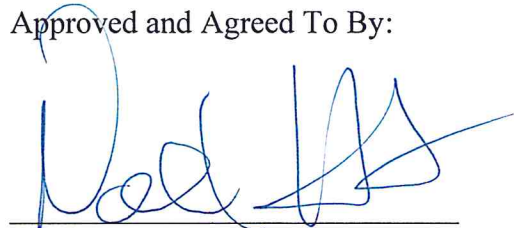
SAN ANTONIO

3. Required Disclosures. EH is providing you with the representations required by Section 2270 and Section 2252 of the Texas Government Code (See Attachment A). EH represents that the MSRB Rule G-42 disclosures provided to the Issuer in the Agreement on September 19, 2016 is still accurate and there are no new conflicts of interest or disciplinary matters to disclose.

EH represents that the compensation called for in this contract is less than \$1,000,000.00 and that the filing of a Certification of Interested Parties as described in HB1295 (as amended) is optional. EH will make such a filing at the request of the Issuer and provision by the Issuer of a contract ID number.

4. Entire Agreement. This instrument confirms the intent of both EH and the Issuer to have EH serve as sole-Financial Advisor to the Issuer in the sale and delivery of the Issuer's Series 2018 Issuance. Subsequent oral or written representations or modifications concerning this Contract not contrary to this Contract shall be incorporated under these terms.

Approved and Agreed To By:



For Estrada Hinojosa & Co., Inc.

For City of Pharr, Texas

ATTACHMENT A DISCLOSURE STATEMENT REQUIRED
BY
THE STATE OF TEXAS

Estrada Hinojosa hereby represents and warrants that the following statements are true and correct:

(a) Pursuant to Section 2270.002, Texas Government Code, Estrada Hinojosa hereby represents that it does not Boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Advisor agrees not to Boycott Israel during the term of this Agreement.

(b) Estrada Hinojosa hereby acknowledges that (a) Estrada Hinojosa does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Estrada Hinojosa is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code.

Sincerely,

Estrada Hinojosa & Company, Inc.

Estrada Hinojosa & Company, Inc.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.P.

DATE SUBMITTED: November 2, 2018

MEETING DATE: November 5, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Interlocal Agreement between the City of Pharr and the Pharr-San Juan-Alamo I.S.D. for the Agricultural Barn.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr will allow PSJA ISD to utilize City land to construct and maintain a new agricultural barn and FFA program. This interlocal outlines the terms.

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 11/02/2018
Final Approval - 11/02/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.Q.

DATE SUBMITTED: November 2, 2018

MEETING DATE: November 5, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Interlocal Agreement between the City of Pharr and Pharr-San Juan-Alamo I.S.D. for Natatorium.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr and PSJA ISD will be partnering up to construct and run a new natatorium, this agreement outlines the process

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 11/02/2018
Final Approval - 11/02/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.R.

DATE SUBMITTED: November 2, 2018

MEETING DATE: November 5, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Interlocal Cooperation Agreement Between the City of Pharr and Hidalgo County, Texas for Utility Relocations for the Linear Park.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: City of Pharr utilities are in conflict with the proposed Hidalgo County Linear Park Project tunnels. Hidalgo County would like the City to relocate those utilities identified. This agreement outlines the terms in which the City of Pharr is agreeing to relocate such utilities.

Financial Consideration:

Staff Recommendation: Approval as submitted

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 11/02/2018
Final Approval - 11/02/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.S.

DATE SUBMITTED: November 2, 2018

MEETING DATE: November 5, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Interlocal Cooperation Agreement between the City of Pharr and Hidalgo County, Texas for relocation of Gun Range for Linear Park.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: The long standing City of Pharr Police Dept Gun Range is in conflict with the proposed Hidalgo County Linear Park Project. Hidalgo County has agreed to relocate the gun range at the County's expense. This agreement outlines the terms of the relocate.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 11/02/2018
Final Approval - 11/02/2018