



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT PHARR EVENTS CENTER
3000 N. CAGE BLVD.
PHARR, TEXAS 78577
COMMENCING AT 4:00 PM ON
MONDAY, DECEMBER 10, 2018**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2018-45. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

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

2. PUBLIC HEARINGS:

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: *(Ordinance No. O-2018-45). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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

- A) Submission of Quarterly Report for period ending September 30, 2018.
- B) City Engineer's Report
- C) City Events of Interest.

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

A) Approval of Minutes for November 5, 2018 Regular Called Meeting and November 19, 2018 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on Resolution ratifying meeting date of the City Commission meeting of Monday, December 3, 2018. (ADMINISTRATION)

C) Consideration and action on ratifying Memorandum of Understanding between Pharr Police Department and UNIDAD Coalition for the 2018 Uniting Neighbors in Drug Abuse Defense (UNIDAD). (POLICE)

D) Consideration and action on agreement between City of Pharr and South Star Security for continued security guard services at the Pharr Events Center. (PROJECT #1819-01-530-IPQ018-001) (EVENTS CENTER)

E) Consideration and action, if any, on request from PSJA ISD for waiving of rental fees of Pharr Events Center for Monday December 17, 2018, Tuesday December 18, 2018 and Tuesday January 29, 2019 for District Choir Concerts. (EVENTS CENTER)

F) Consideration and action, if any, ratifying request from Ministerio Cristiano la Trinidad to waive rental fees for usage of the exhibit hall at the Development Research Center on December 1, 2018. (PARKS)

G) Consideration and action on Viva Fresh Summit Platinum Level Sponsorship and booth for \$15,000. (Project #1819-70-510-IPQ022-001) (BRIDGE)

H) Consideration and action authorizing City Manager to advertise for bids and or competitive sealed proposals for Gateway and Lighting Improvements to Down Town Pharr. (ENGINEERING)

I) Consideration and action on Development Services Cases:

1. Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83. **CUP#171165**

AGENDA REGULAR MEETING
December 10, 2018

2. CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road. **CUP#131046**

3. SBA Communications Corporation, representing T-Mobile, has filed with the Planning and Zoning Commission a request for a 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 0.016 tract of land, more or less, out of Lot 4A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas. The property is physically located at 500 North Jackson Road. **TWR#180646**

4. Antonio Martinez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). The property is legally described as being all of Lot 3, Block 1, Los Tesoros Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 828 West Del Oro Lane. **CUP#181173**

5. Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP#151169**

6. Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard. **CUP#151170**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-30 revising and updating the Accounting Policies and Procedures. **(3rd and Final Reading)** (FINANCE)

B) Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a portion of street Right-Of-Way, being a portion of W. Caffery Ave., lying between Block 43, Lots 8 & 9 and Block 50, Lots 9, 10, 11 and 12, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. **(Adoption on 1st Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution in support of West Ridge Development , LP to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for West Ridge Apartments. (ADMINISTRATION)

6. ADMINISTRATIVE:

A) Consideration and action if any, authorizing City Manager to advertise for Request for Proposals for Independent Financial Advisory Services. (FINANCE)

B) Consideration and action, if any, on Change Order No. 1 with MJA Construction, LLC, in the amount of \$9,191 for the Jackson Rd. Right Turn Lane Project. (Project No. 1718-40-510-C010-252) (ENGINEERING)

C) Consideration and action, if any, on Change Order No. 1 with Jimmy Closner & Sons Construction Company Inc. for the Water Transmission Main Improvements Project. (Bid No. 1415-02-582-0037) (ENGINEERING)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on amendment to Franchise Agreement between the City of Pharr and Magic Valley Electric Cooperative, Inc. (Project #1819-01-510-S007-001) (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to enter into a DIR three (3) year Enterprise Agreement with Microsoft through SHI Government Solutions, Inc. for Office 365 email and software services. (PROJECT #1819-01-518-S006-003) (IT)

C) Consideration and action, if any, authorizing City Manager to enter into a three (3) year (DIR) Select Plus Agreement with Microsoft through SHI Government Solutions, Inc. for server software licenses for City Hall and Police Department. (PROJECT #1819-01-518-IPQ017-003) (IT)

D) Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. in the amount of \$18,400 for additional Professional Architectural Services for the New Fire Station No. 1 Project. (Project No. C1718-01-528-0026) (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to amend contract with Ruben Escobar of Diseno, Inc. in the amount of \$8,400 for additional Professional Architectural Services for the design of a Downtown Park. (Project #1718-01-522-S005-001) (PARKS)

F) Consideration and action, if any, awarding a service contract for Self-Funded Pharmacy Benefit Management Services (PBM). (RFP #1718-01-528-S020-240) (HR)

G) Consideration and action, if any, ratifying contracts for music lineup and headliner for the HubPhest 2019 on Saturday, March 30, 2019. (ADMINISTRATION)

H) Consideration and action, if any, on authorizing City Manager to negotiate and enter into an agreement for Construction Manager services for the Pharr Northside Aquatic Facility (ADMINISTRATION)

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

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

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

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

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

AGENDA REGULAR MEETING
December 10, 2018

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.

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

10. ADJOURNMENT:

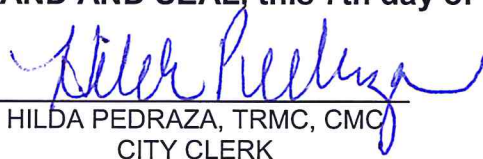
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 7th day of December 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 7th day of December 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: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: November 30, 2018

MEETING DATE: December 10, 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 - 11/30/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: December 7, 2018

MEETING DATE: December 10, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Quarterly Report for period ending September 30, 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As part of City Fiscal Transparency, city financial reports are prepared on a quarterly basis in order to maintain informed our citizens and city commission.

This report is preliminary and unaudited and prepared by Finance Department.

This report is quarter ending September 30, 2018.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 12/07/2018
Final Approval - 12/07/2018

City of Pharr

Comprehensive QUARTERLY Financial Report

4th Quarter – September 30, 2018

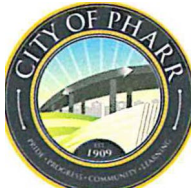
**Reliable, Timely, Transparent, Budgets, Trends,
Revenues, Expenditures, Resources, Debts**



Fiscal Year 2017-2018



PREPARED BY: KARLA MOYA-FINANCE DIRECTOR & FINANCE DEPARTMENT



Pharr



MAYOR Ambrosio Hernández, MD | INTERIM CITY MANAGER Edward Wylie, EMC

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

December 10, 2018

Mayor
City Commissioners
Citizens of Pharr

The comprehensive quarterly financial report was compiled for the purpose of updating the City's elected officials and executive staff on the fiscal health of the City.

All City fiscal data is not included in this report, only the selected major activities whose drastic change could adversely affect the City's ability to meet its obligations to the vendors, staff, and citizens.

This is the Finance Department's effort to provide timely, reliable, and transparent fiscal information so that decision makers will have up to date data to base their decisions on.

This report has been updated and prepared by the Finance Department. The figures in this report, based on the cost/benefit principle, are accurate. This report could not have been compiled without the cooperation of all of the City's Directors and City Manager. This is truly a team effort.

Should you have any questions concerning this matter, please feel free to contact me at (956) 402-4150 ext. 1907 or via email at karla.moya@pharr-tx.gov.

Respectfully,

Karla Moya, CGFO
Finance Director

Table of Contents

DETAIL OF CHANGES & TRENDS.....	i
FUND FINANCIAL STATEMENTS	
Governmental Funds:	
Balance Sheet.....	1
Statement of Revenues, Expenditures, and Changes in Fund Balances.....	2
Proprietary Funds:	
Statement of Net Position.....	3
Statement of Revenues, Expenditures, and Changes in Fund Balances.....	5
GENERAL LEDGER STATUS-NON AUDITED BUDGET VS ACTUAL	
General Fund.....	6
Utility Fund.....	7
Bridge Fund.....	8
PEDC Fund.....	9
STATEMENT OF AVAILABLE RESOURCES.....	10
ANALYSIS OF MAJOR REVENUE SOURCES	
Hidalgo County Property Tax Assessor & Collector Report.....	11
Property Tax Analysis.....	12
Current Sales Tax Analysis	13
Sales Tax State Collection RGV Comparison.....	14
Utility Revenue Activity Analysis.....	15
Bridge Revenue Activity Analysis-Toll Collections.....	17
Municipal Court Collections.....	18
Pharr Event Center General Ledger Status Report-Non Audited Budget vs. Actual.....	19
Pharr Event Center Attendance by Event Type.....	20
Hotel / Motel Occupancy Tax Analysis.....	21
Transfers In/Out.....	22
QUARTERLY UPDATES- FY 17/18	
CIP PROJECTS	
Construction in Progress Activity Listing.....	23
DEBT: ISSUES & STATUS	
Outstanding Debt Issuances.....	24
Outstanding Capital Leases / Bank Loans.....	25
INVESTMENT REPORT	
Investment Report Summary.....	26
Detailed Investment Report.....	27
Comparison of Portfolio to Policy Limits.....	28
Market Value Analysis.....	29
Calculation of Weighted Average Maturity and Yield.....	30
Year to Date Investment Transaction Report.....	31
Depository Security Collateral Analysis.....	32

DETAIL OF CHANGES & TRENDS



CITY OF PHARR

DETAIL OF CHANGES AND TRENDS

September 30, 2018

FINANCIAL STATEMENTS – GOVERNMENTAL FUNDS:

Unaudited Balance Sheet:

At the end of this quarter, the General Fund had a fund balance of \$22.8 million with an unassigned amount of \$12.1 million. PEDC had a fund balance of \$6.8 million and Capital Projects had a fund balance of \$24.9 million.

Unaudited Statement of Revenues, Expenditures, and changes in Fund balance:

The General Fund expenses exceeded revenues by roughly \$6.6 million mainly due to an increase in spending among departments, (mainly salaries, insurance, economic incentives, capital outlay and principal payment of current leases). PEDC expenses exceeded revenue by roughly \$8.0 million due to a 3.2-million-dollar payment made to pay the principal amount of one of PEDC's loans and 4.4-million-dollar land purchases.

FINANCIAL STATEMENTS - PROPRIETARY FUNDS:

Unaudited statement of net position:

At the end of this quarter, Utility fund had a total net position of \$91.6 million, Bridge fund had \$20.3 million, \$3.7 million for Golf fund, and \$3.8 million for Event Center.

Unaudited Statement of Revenues, Expenditures, and changes in net position:

Utility fund had an increase in net position of \$3.2 million and a debt-service coverage ratio of 1.23, \$984 thousand increase in net position for Bridge fund and the Event Center had a 23 thousand increase. The Golf fund had a \$182 thousand loss.

GENERAL FUND:

Revenues:

Property tax and sales tax are budgeted at 42% of our budget. Property taxes met its budgeted amount while Sales taxes exceeded it by 4%. Combined, property and sales tax revenues are higher than last year by 13%.

Expenditures:

At the end of the 4th quarter, most departments stayed within their budgeted expenditures, with total expenditures being at 98% of budget. Grants management and Public Works was the only department that were slightly overbudget. Public works had additional expenses made for street materials and building and equipment maintenance. Grants management has been recently moved to be completely funded with general fund resources and management is getting familiarized with their expense trends. Sanitation and Debris collection expenses were also slightly over budget due to increased expenses for services. Overall expenses have increased by 49% compared to last year mainly due to the transfer outs made out to other funds from proceeds received from the issuance of Certificates of Obligations and overall increase in departmental operating expenses.

Comparison from last year:

Revenues show a 37% increase this year mainly due to the debt proceeds received from the issuance of Certificates of Obligations.

Summary:

The City's property tax and sales tax collections continue to show an upward trend compared to last year. This is mainly attributed to current year collections from increased sales taxes. Most departments are below or within their budget thanks to better budget management from department heads.

UTILITY FUND:**Revenues:**

Water and sewer usage make up 87% of the budget. Water revenue exceeded its budgeted collections by 3% and sewer revenue met its budget collection.

Expenses:

At the end of this quarter, all department expenses are within budget except for water billing department, due to increase expenditures in postage, building and equipment maintenance and bank service charges.

Comparison from last year:

Overall, revenues are higher than last year by 5% mainly due to proceeds received for the purchase of capital outlay. Expenses were 50% lower than last year due to decreased non-departmental expenditures.

Summary:

The Utility's major revenues recovered this last quarter and were able to meet its target collection amounts.

BRIDGE FUND:**Revenues:**

Toll collections are budgeted at 80% of total budget. Toll collections exceeded its target collections for the year by 4%. Toll collections show an increase of less than 1% compared to last year and vehicle crossings are showing a 6% decrease this year. This decrease is mainly due to a continuing decline of car crossings compared to last year (-13%). However, truck crossings show an increase of 5% compared to last year.

Interest earned income has increased by 114% compared to last year and peso exchange rate income is 4% higher than last year.

Expenses:

At the end of this quarter, all expenses were within their budget, with total expenditures being at 84% of budget.

Comparison from last year:

Overall expenses are 9% higher than last year mainly due to the toll ticketing system upgrade and payment of debt from new capital lease and other contractual and special services expenses.

Summary:

Even though truck crossings have been consistently increasing every quarter, Bridge crossing must be monitored closely. Overall, the Bridge Fund is healthy.

PEDC FUND:**Revenues:**

Sales Tax collections are budgeted at 47% of total budget. Sales Tax collections exceeded it target collection budget by 8%. Compared to last year, sales tax collections are higher by 8%.

Expenses:

At the end of the quarter, PEDC total expenditures are at 96%. Most expenses were below or at their annual budget, except for land purchases.

Comparison from last year:

Overall expenses are 41% lower than last year due to last year transfer out expense to pay off PFC loan.

Summary:

PEDC's budget has been effectively managed throughout the course of the fiscal year. However, PEDC's expenses must be closely monitored to avoid going over their budget.

STATEMENT OF AVAILABLE RESOURCES**GENERAL FUND:**

General fund cash flow is at \$6.0 million. Available resources as of September 30, 2018 are \$3.2 million.

UTILITY FUND:

Utility fund cash flow is at \$1.2 million. Current available resources are negative \$332 thousand due to increase in accounts payable. Utility needs to carefully prioritize what is needed for operations to keep a healthy fund with available resources.

BRIDGE FUND:

Bridge fund cash flow is lower due to Construction payments made for Bridge Improvements. Current available resources are negative \$358 thousand. Bridge needs to carefully prioritize what is needed for operations to keep a healthy fund with available resources.

PEDC FUND:

PEDC fund cash flow is at \$2.4 million and current available resources are \$2.2 million.

HIDALGO COUNTY PROPERTY TAX ASSESOR & COLLECTOR REPORT

Current property taxes collections per what we have received from the County are higher this year by 0.32%. Total collected reported by County is **\$17,832,429.16**. Delinquent property Tax collections are higher this year by 0.05%. Total amount collected to date is **\$639,743.49**.

ANALYSIS OF MAJOR REVENUE SOURCES**CURRENT PROPERTY TAX-CASH BASIS**

Current tax collections are higher this year than last year by 5% or approximately \$753 thousand. Total collected up to this quarter is \$15.6 million compared to \$14.8 million.

DELINQUENT PROPERTY TAX-CASH BASIS

Delinquent tax collections are higher this year than last year by 8% or approximately \$45 thousand compared to last year. Total amount collected this quarter is \$615 thousand compared to \$569 thousand.

ANNUAL SALES TAX ACTIVITY ANALYSIS – FY 17/18

This activity is based on cash basis. The difference is two months of collections. To date, City's sales tax collection is 8% HIGHER than last year (roughly \$1.3 million).

SALES TAX STATE RGV COMPARISON

Pharr's sales tax rank comparison to the other Rio Grande Valley cities is at 4th place out of 10 other cities based on current month collection activity. Pharr's rank based on calendar year collection is 1st place out of 10 other valley cities.

UTILITY REVENUE ACTIVITY ANALYSIS-WATER & SEWER

Water collection show a decrease in collections compared to last year's quarter. This quarter is showing an increase of 1% (around \$45,000) in collected revenue compared to last year's quarter. Sewer collected revenue decrease this quarter by 1% (roughly \$58,000).

UTILITY REVENUE ACTIVITY ANALYSIS-GARBAGE AND BRUSH

Garbage Collected revenue has increased by 1% compared to last year's activity. Brush collections decreased by 1%.

PHARR INTERNATIONAL BRIDGE TOLL COLLECTIONS

Collections this year have increased by less than 1% (55,865). Car crossings have decreased by 13% compared to last year's quarter, and commercial crossings (trucks) increased by 6%.

MUNICIPAL COURT COLLECTIONS

Municipal court collections have decreased by 36% compared to this time last year. This is primarily due to less crime and citations served and collected.

PHARR EVENT CENTER

Revenues:

Event Center revenue increased 16% compared to last fiscal year mainly due to transfers in received from the city's Hotel/Motel Fund.

Expenses:

Event Center expenses are 8% higher than last year mainly due to increase in personnel expenses.

HOTEL/MOTEL OCCUPANCY TAX ANALYSIS

Hotel/Motel Tax Collections have decreased by 22% compared to last year, a decrease of approximately \$143,000. This is due to a decrease in hotel occupancy at city hotels.

TRANSFERS

- Transfer outs from General fund are contributions to General CIP Fund and to cover for Golf and CDBG's operations.
- Transfers from Utilities are mainly for the Utilities CIP projects and for General Fund administrative expenses
- Transfers from Bridge are to balance General Fund operations and to contribute for City Incentive agreements

CIP ACTIVITY ANALYSIS-QUARTERLY UPDATE

BRIDGE:

The Bridge has three capital projects planned underway. All three projects are in engineering phase. The ticket system upgrade has already been implemented since August.

UTILITY:

The Utility fund has 7 capital projects, including a new lift station and improvements along Moore Road. These projects have started and are in currently in progress.

GENERAL CAPITAL PROJECTS

The General Capital Projects fund has 30 capital projects including the Fire Station No. 4, Civic Center Renovations, improvements to various city parks and several street projects. The city is currently finished with its 3rd year of the street repaving program and will begin rolling out its year 4 repaving program before the end of the year.

DEBT: ISSUED & STATUS-QUARTERLY UPDATE

OUTSTANDING DEBT ISSUANCES

General Fund: There are currently two Certificates of Obligation outstanding (series 2016 and series 2017), and on outstanding Tax Notes (series 2017) for a total of outstanding debt to \$35.3 million. There is one General Obligation Refunding Bond (series 2015B) with a total outstanding debt of \$4.08 million.

Bridge Fund: There is one Revenue Refunding Bond outstanding (series 2015A) with a total outstanding debt of \$2.6 million.

Utility Fund: There are currently four Revenue Bonds outstanding (series 2007A, 2007B, series 2013 and series 2015) with a total outstanding debt of 23.0 million. The utility fund has one General Obligation Refunding Bond (series 2017) with a total outstanding debt of \$15.4 million. Series 2008 Revenue Refunding Bonds has been paid off.

Community Development Grant: This issuance will be completed in 2031 but can be repaid with our current debt reserves. Currently \$3.8 million is outstanding.

PEDC: There is one Certificate of obligation outstanding (series 2012). This series was issued in the name of the City but is being paid by PEDC. Additionally, a Promissory Note and a Line of Credit are also outstanding. As of September 30, 2018, total outstanding debt is \$13.2 million.

OUTSTANDING CAPITAL LEASES/BANK LOANS

There are currently 14 outstanding capital. The liability ownership for the leases is distributed between the following funds: General, Utility, Golf, Bridge and Garage. Current balance on all the leases is \$11.2 million.

INVESTMENT REPORT-QUARTERLY UPDATE

INVESTMENT REPORT SUMMARY

This report complies with all provisions of the Public Funds Investment Act and the City of Pharr's Investment policy.

DETAILED INVESTMENT REPORT

The City has \$67.8 million in book market value in investments (including depository accounts).

COMPARISON OF PORTFOLIO TO POLICY LIMITS

The City is within all portfolio caps created in the City's Investment Policy. The caps are identified in "Types of securities, Limits on Maturities, and Days to Maturity.

MARKET VALUE ANALYSIS

The market value of our portfolio is at 100% of book value. Book value identifies actual costs. Market value identifies the cost/value of the investments if they were to put on the market for resale.

CALCULATION OF WEIGHTED AVERAGE MATURITY AND YIELD

Weighted average maturity is 6 days. This average is within our Investment Policy caps. This is the amount of days on average that our investments mature. Weighted average yield is 0.22%, the average yield of our investments. This average is better than our benchmarks.

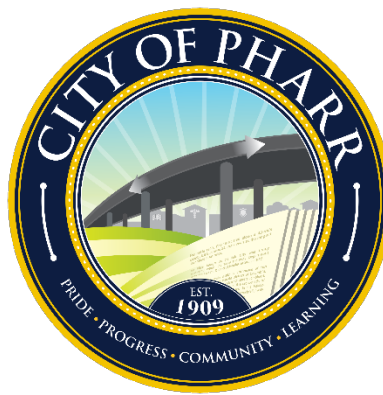
YEAR TO DATE INVESTMENT TRANSACTION REPORT

No investment matured this fiscal year.

DEPOSITORY SECURITY COLLATERAL ANALYSIS

All funds were properly collateralized by at the end of the month.

FISCAL ACTIVITY



CITY OF PHARR, TEXAS
BALANCE SHEET - UNAUDITED, UNADJUSTED, AND PRELIMINARY
GOVERNMENTAL FUNDS
FOR QUARTER ENDING SEPTEMBER 30, 2018

		Pharr Economic Development Corporation, Inc.	
	General		Capital Projects
<u>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>			
Cash	\$ 4,976,056	\$ 2,412,115	\$ 6,375,663
Investments	9,853,748	-	-
Receivables (net of allowance for uncollectible):			
Property taxes	1,821,586	-	-
Warrants	9,113,611	-	-
Sales tax	2,502,816	834,272	-
Notes	-	2,089,338	-
Accounts	901,274	46,807	-
Intergovernmental	207,301	-	-
Other	614,929	107,600	1,110,558
Inventories	897,531	-	-
Land Available for Sale	-	3,567,500	-
Due from other funds	7,495,789	205,000	140,744
Restricted assets:			
Cash	-	312,605	19,227,669
Cash with Fiscal Agent	2,163,114	-	581,578
Intergovernmental receivable	-	-	400,000
Total assets	<u>\$ 40,547,755</u>	<u>\$ 9,575,237</u>	<u>\$ 27,836,212</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE</u>			
Liabilities:			
Accounts payable	\$ 3,753,202	\$ 154,280	\$ 1,394,188
Due to other funds	-	83,225	1,213,019
Escrow accounts	2,064,964	371,873	335,117
Total liabilities	<u>5,818,166</u>	<u>609,378</u>	<u>2,942,324</u>
Deferred Inflows of Resources:			
Deferred property tax	1,821,586	-	-
Deferred accounts	901,274	-	-
Deferred warrants	9,113,611	-	-
Deferred notes	-	2,089,338	-
Total deferred inflow of resources	<u>11,836,471</u>	<u>2,089,338</u>	<u>-</u>
Fund balances:			
Nonspendable:			
Inventory	897,531	3,567,500	-
Restricted:			
Economic development	-	3,309,020	-
Committed:			
Contingency	9,853,748	-	-
Assigned:			
Construction	-	-	24,893,888
Unassigned:	12,141,839	-	-
Total fund balances	<u>22,893,118</u>	<u>6,876,520</u>	<u>24,893,888</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 40,547,755</u>	<u>\$ 9,575,237</u>	<u>\$ 27,836,212</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR QUARTER ENDING SEPTEMBER 30, 2018

		General	Pharr Economic Development Corporation, Inc.	Capital Projects
REVENUES				
Taxes:				
Property	\$	16,626,665	\$	-
Sales		14,017,135	4,672,378	-
Franchise		2,491,884	-	-
Other		162,152	-	-
Licenses and permits		722,697	-	-
Intergovernmental		493,865	-	-
Fees and charges:				
Sanitation		2,877,636	-	-
Brush		1,166,348	-	-
Other		1,584,308	-	-
Fines		934,326	-	-
Interest income		281,309	89,135	-
Other		785,109	885,653	-
Total revenues	\$	<u>42,143,434</u>	\$ <u>5,647,166</u>	\$ <u>-</u>
EXPENDITURES				
Current:				
General government	\$	11,739,700	\$	488,532
Public safety		23,031,712	-	2,907,270
Highways and streets		4,305,753	-	4,293,417
Health and welfare		2,853,212	-	-
Culture and recreation		5,356,608	-	6,802,180
Economic development		-	4,214,263	3,715,451
Land Purchase		-	4,488,952	-
Debt service:				
Principal		1,371,606	4,595,485	689,391
Interest		97,919	378,005	216,696
Total expenditures		<u>48,756,510</u>	<u>13,676,705</u>	<u>19,112,937</u>
Excess (deficiency) of revenues over (under) expenditures		<u>(6,613,076)</u>	<u>(8,029,539)</u>	<u>(19,112,937)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in		9,126,700	1,229,500	28,968,667
Transfers (out)		(24,298,271)	(1,697,200)	(520,000)
Issuance of debt		21,870,823	2,841,028	-
Total other financing sources and uses		<u>6,699,252</u>	<u>2,373,328</u>	<u>28,448,667</u>
SPECIAL ITEMS				
Loss on land available for sale		-	(373,042)	-
Total special items		<u>-</u>	<u>(373,042)</u>	<u>-</u>
Net change in fund balance		86,176	(6,029,253)	9,335,730
Fund balance - beginning		22,754,602	12,869,140	15,690,296
Prior period adjustment		52,342	36,631	(132,140)
Fund balance - ending	\$	<u>22,893,118</u>	\$ <u>6,876,520</u>	\$ <u>24,893,888</u>

CITY OF PHARR, TEXAS
STATEMENT OF NET POSITION - UNAUDITED, UNADJUSTED, AND PRELIMINARY
PROPRIETARY FUNDS
FOR QUARTER ENDING SEPTEMBER 30, 2018

	PROPRIETARY FUNDS			
	Utility	Toll Bridge	Golf	Event Center
<u>ASSETS</u>				
Current assets:				
Cash	\$ 3,980,109	\$ 5,460,519	\$ 347,413	\$ 326,728
Receivables (net of allowance for uncollectible):				
Accounts	2,945,996	71,084	-	-
Other	1,432	32,000	22,686	239,788
Inventories	203,496	-	4,352	4,586
Restricted assets:				
Cash	8,088,932	148,659	-	-
Cash with Fiscal Agent	1,962,787	1,280,462	335,731	-
Total current assets	<u>17,182,752</u>	<u>6,992,724</u>	<u>710,182</u>	<u>571,102</u>
Capital assets (net of accumulated depreciation):				
Water Rights	3,450,000	-	-	-
Land	814,236	819,645	999,342	785,224
Buildings	10,894,477	1,349,704	313,819	2,367,221
Improvements other than buildings	617,967	149,190	1,992,621	101,603
Machinery and equipment	2,159,031	2,513,934	190,213	19,822
Infrastructure	97,525,086	12,364,948	23,513	-
Construction in progress - Utility	4,803,219	-	-	-
Construction in progress - Bridge	-	1,945,916	-	-
Total capital assets, net of accumulated depreciation	<u>120,264,016</u>	<u>19,143,337</u>	<u>3,519,508</u>	<u>3,273,870</u>
Total noncurrent assets	<u>120,264,016</u>	<u>19,143,337</u>	<u>3,519,508</u>	<u>3,273,870</u>
<u>DEFERRED OUTFLOW OF RESOURCES</u>				
Unamortized gain / loss on refunding of debt	260,648	9,219	-	-
Total deferred outflow of resources	<u>260,648</u>	<u>9,219</u>	<u>-</u>	<u>-</u>
Total assets and deferred outflow of resources	\$ <u>137,707,416</u>	\$ <u>26,145,280</u>	\$ <u>4,229,690</u>	\$ <u>3,844,972</u>

		PROPRIETARY FUNDS			
<u>LIABILITIES</u>		<u>Utility</u>	<u>Toll Bridge</u>	<u>Golf</u>	<u>Event Center</u>
Current liabilities payable:					
Accounts payable		\$ 1,430,405	\$ 1,057,270	\$ 64,257	\$ -
Accrued liabilities		115,661	31,683	-	-
Unearned revenue		-	-	48,328	31,812
Total current liabilities payable		<u>1,546,066</u>	<u>1,088,953</u>	<u>112,585</u>	<u>31,812</u>
Current liabilities payable from restricted assets:					
Customer deposits payable		478,669	-	-	-
Escrow payable		218,750	-	-	-
Matured accrued compensation		105,651	43,745	19,543	14,732
Matured capital lease		260,736	458,682	48,571	-
Matured bonds/notes, net		<u>3,084,000</u>	<u>625,000</u>	<u>-</u>	<u>-</u>
Total current liabilities payable from restricted assets		<u>4,147,806</u>	<u>1,127,427</u>	<u>68,114</u>	<u>14,732</u>
Total current liabilities		<u>5,693,872</u>	<u>2,216,380</u>	<u>180,699</u>	<u>46,544</u>
Noncurrent liabilities:					
Accrued compensation		316,952	131,236	58,630	44,195
Capital lease payable		1,493,972	1,325,132	244,751	-
Bonds/notes principal payable		<u>35,373,000</u>	<u>2,015,000</u>	<u>-</u>	<u>-</u>
Total noncurrent liabilities		<u>37,183,924</u>	<u>3,471,368</u>	<u>303,381</u>	<u>44,195</u>
<u>DEFERRED INFLOW OF RESOURCES</u>					
Unamortized premium		<u>3,171,239</u>	<u>136,463</u>	<u>-</u>	<u>-</u>
Total deferred inflow of resources		<u>3,171,239</u>	<u>136,463</u>	<u>-</u>	<u>-</u>
Total liabilities and deferred inflow of resources		<u>46,049,035</u>	<u>5,824,211</u>	<u>484,080</u>	<u>90,739</u>
<u>NET POSITION</u>					
Invested in capital assets, net of related debt		75,843,530	12,915,277	3,633,660	3,367,232
Restricted for:					
Debt service		4,828,814	1,047,658	-	-
Capital projects		4,421,889	1,280,462	335,731	-
Unrestricted		<u>6,564,149</u>	<u>5,077,672</u>	<u>(223,781)</u>	<u>387,002</u>
Total net position		<u>\$ 91,658,381</u>	<u>\$ 20,321,069</u>	<u>\$ 3,745,610</u>	<u>\$ 3,754,233</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR QUARTER ENDING SEPTEMBER 30, 2018

		PROPRIETARY FUNDS			
		<u>Utility</u>	<u>Toll Bridge</u>	<u>Golf</u>	<u>Event Center</u>
Operating revenues:					
Charges for sales and services:					
Water sales	\$	7,979,429	\$ -	\$ -	\$ -
Sewer service		5,797,524	-	-	-
Tap fees		409,746	-	-	-
Toll fees		-	13,686,806	-	-
Golf services		-	-	655,127	-
Concession		-	-	44,174	200,827
Other		4,890	289,263	102,096	154,523
Total operating revenues		<u>14,191,589</u>	<u>13,976,069</u>	<u>801,397</u>	<u>355,350</u>
Operating expenses:					
Personnel services		3,211,439	1,066,593	721,757	404,877
Supplies and Materials		1,126,012	165,659	230,341	129,035
Contractual Services		3,365,054	1,915,967	223,585	111,478
Depreciation		4,585,007	768,429	247,668	93,363
Total operating expenses		<u>12,287,512</u>	<u>3,916,648</u>	<u>1,423,351</u>	<u>738,753</u>
Operating income (loss)		<u>1,904,077</u>	<u>10,059,421</u>	<u>(621,954)</u>	<u>(383,403)</u>
Nonoperating revenues (expenses):					
Investment earnings		148,474	96,427	12,852	1,656
Interest expense		(1,438,659)	(185,543)	(15,893)	-
Amortization expense		332,847	31,811	-	-
Other		5,877	1,864	2,861	6,397
Total nonoperating revenues (expenses)		<u>(951,461)</u>	<u>(55,441)</u>	<u>(180)</u>	<u>8,053</u>
Income/loss before contributions and transfers		<u>952,616</u>	<u>10,003,980</u>	<u>(622,134)</u>	<u>(375,350)</u>
Transfers in		-	1,020,000	439,200	398,599
Transfers (out)		(565,500)	(10,039,200)	-	-
Capital contributions		2,775,865	-	-	-
Changes in net position		<u>3,162,981</u>	<u>984,780</u>	<u>(182,934)</u>	<u>23,249</u>
Total net position - beginning		88,360,627	19,305,120	3,928,547	3,730,984
Prior period adjustment		134,775	31,167	-	-
Total net position - ending	\$	<u>91,658,381</u>	<u>20,321,069</u>	<u>3,745,610</u>	<u>3,754,233</u>

**** Note:

<u>Debt Coverage Ratio</u>	
Total operating revenues	\$ 14,191,589
Total operating expenses	<u>8,268,005</u>
Total net revenues	<u>\$ 5,923,584</u>
2018 outstanding utility debt	\$ 4,367,400
4th quarter allocation of debt	<u>\$ 4,804,140</u>
Debt service coverage ratio ≥ 1.10	1.23

CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING SEPTEMBER 30, 2018
GENERAL FUND

	FY 17/18					FY 16/17		--Variance--	
	ORIGINAL BUDGET	AMMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES									
PROPERTY TAXES	\$ 16,705,700	\$ 16,705,700	\$ 16,626,665	100%	\$ (79,035)	\$ 16,626,665	\$ 15,828,878	\$ 797,787	5%
SALES TAX	12,705,000	13,187,300	13,698,436	104%	511,136	13,698,436	12,708,053	990,383	8%
OTHER TAXES	190,000	269,500	162,152	60%	(107,348)	162,152	182,001	(19,849)	-11%
FRANCHISE FEES	2,315,000	2,374,800	2,494,962	105%	120,162	2,494,962	2,593,904	(98,942)	-4%
RENTAL FEES	307,000	434,000	342,802	79%	(91,198)	342,802	319,708	23,094	7%
SANITATION FEES	3,143,000	3,210,100	3,126,714	97%	(83,386)	3,126,714	3,186,800	(60,087)	-2%
DEBRIS & BRUSH FEES	1,184,000	1,219,800	1,166,348	96%	(53,452)	1,166,348	1,178,376	(12,028)	-1%
MUNICIPAL COURT FEES AND FINES	1,493,500	1,041,100	1,012,347	97%	(28,753)	1,012,347	1,590,462	(578,115)	-36%
OTHER FINES AND FEES	292,500	292,500	267,160	91%	(25,340)	267,160	265,027	2,134	1%
BUILDING PERMITS	425,000	425,000	471,531	111%	46,531	471,531	366,273	105,258	29%
OTHER LICENSES AND PERMITS	512,100	602,100	664,776	110%	62,676	664,776	630,685	34,091	5%
RECREATION	326,100	326,100	232,124	71%	(93,976)	232,124	287,412	(55,288)	-19%
INTERFUND TRANSFERS IN	11,443,800	8,021,700	9,126,700	114%	1,105,000	9,126,700	10,874,100	(1,747,400)	-16%
SERVICE FEES	893,700	1,412,500	1,335,300	95%	(77,200)	1,335,300	1,948,557	(613,256)	-31%
OTHER FINANCING SOURCES	13,920,200	21,654,800	21,870,823	101%	216,023	21,870,823	1,150,500	20,720,323	1801%
TOTAL REVENUES	65,856,600	71,177,000	72,598,839	102%	1,421,839	72,598,839	53,110,736	19,488,103	37%
EXPENDITURES									
CITY MANAGER'S OFFICE	1,359,700	1,426,200	1,398,581	98%	27,619	1,398,581	1,162,926	(235,655)	-20%
FINANCE DIRECTOR'S OFFICE	646,800	690,300	666,767	97%	23,533	666,767	663,917	(2,849)	0%
POLICE DEPARTMENT	14,510,800	15,321,600	15,247,801	100%	73,799	15,247,801	14,718,388	(529,413)	-4%
PURCHASING	248,900	309,800	252,748	82%	57,052	252,748	-	(252,748)	0%
MUNICIPAL COURT	554,700	556,600	541,854	97%	14,746	541,854	440,062	(101,792)	-23%
FIRE DEPARTMENT	7,364,900	7,339,600	7,109,670	97%	229,930	7,109,670	6,379,742	(729,928)	-11%
STREET MAINTENANCE	4,756,700	4,854,200	4,895,903	101%	(41,703)	4,895,903	4,850,768	(45,135)	-1%
INFORMATION TECHNOLOGY	1,868,900	1,811,900	1,467,702	81%	344,198	1,467,702	1,400,225	(67,477)	-5%
MEDIA	310,900	311,200	256,051	82%	55,149	256,051	243,515	(12,536)	-5%
MUNICIPAL LIBRARY	1,546,500	1,551,600	1,389,240	90%	162,360	1,389,240	1,081,044	(308,197)	-29%
GRANTS MANAGEMENT	-	203,800	240,477	118%	(36,677)	240,477	-	(240,477)	0%
PARKS & RECREATION	4,674,100	4,844,200	4,006,104	83%	838,096	4,006,104	3,022,627	(983,476)	-33%
COMMUNICATION	1,184,500	1,338,200	1,288,015	96%	50,185	1,288,015	262,392	(1,025,623)	-391%
HUMAN RESOURCES	633,400	643,400	540,025	84%	103,375	540,025	450,812	(89,213)	-20%
PLANNING & CODE ENFORCEMENT	2,064,800	2,072,200	1,890,162	91%	182,038	1,890,162	1,192,942	(697,220)	-58%
ENGINEERING	615,800	615,800	583,671	95%	32,130	583,671	453,072	(130,599)	-29%
SANITATION PRIVATIZATION	1,910,000	1,910,000	1,928,986	101%	(18,986)	1,928,986	1,565,471	(363,515)	-23%
DEBRIS COLLECTION EXPENSE	675,000	675,000	694,218	103%	(19,218)	694,218	561,064	(133,154)	-24%
STREET LIGHTS	700,000	570,000	558,499	98%	11,501	558,499	618,129	59,630	10%
OTHER TRANSFERS OUT	17,335,100	22,748,800	22,703,323	100%	45,477	22,703,323	6,498,909	(16,204,414)	-249%
OTHER NON-DEPARTMENTAL EXP	3,984,200	3,967,800	4,894,539	123%	(926,739)	4,894,539	3,143,781	(1,750,759)	-56%
TOTAL EXPENDITURES	66,945,700	73,762,200	72,554,336	98%	1,207,864	72,554,336	48,709,787	(23,844,549)	-49%
REVENUE OVER/(UNDER EXPENDITURES)	<u>\$ (1,089,100)</u>	<u>\$ (2,585,200)</u>	<u>\$ 44,503</u>		<u>\$ 2,629,703</u>	<u>\$ 44,503</u>	<u>\$ 4,400,949</u>	<u>\$ (4,356,446)</u>	

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING SEPTEMBER 30, 2018**

UTILITY FUND

	FY 17/18					FY 16/17 --Variance--			
	ORIGINAL BUDGET	AMMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES									
WATER REVENUES	\$ 8,037,500	\$ 8,037,500	\$ 8,260,646	103%	\$ 223,146	\$ 8,260,646	\$ 8,374,064	\$ (113,418)	-1%
SEWER REVENUE	5,911,500	5,911,500	5,926,052	100%	14,552	5,926,052	6,079,891	(153,839)	-3%
INTEREST EARNED	21,000	21,000	148,474	707%	127,474	148,474	63,216	85,257	135%
OTHER REVENUES	19,000	19,000	10,767	57%	(8,233)	10,767	979,937	(969,170)	-99%
FINANCING/DEBT FUNDS	5,104,700	1,959,100	1,959,100	100%	-	1,959,100	-	1,959,100	0%
TOTAL REVENUES	19,093,700	15,948,100	16,305,038	102%	356,938	16,305,038	15,497,109	807,930	5%
EXPENDITURES									
BOND DEBT SERVICE EXPENSE	4,367,400	4,367,400	1,080,080	25%	3,287,320	1,080,080	1,280,449	200,370	16%
ADMINISTRATION EXP	757,000	745,100	780,478	105%	(35,378)	780,478	738,977	(41,501)	-6%
WATER PRODUCTION	2,050,800	2,041,100	1,637,356	80%	403,744	1,637,356	1,718,992	81,635	5%
WATER DISTRIBUTION EXP	4,100,700	4,098,600	1,956,779	48%	2,141,821	1,956,779	1,686,042	(270,737)	-16%
SEWER PLANT EXP	2,379,200	2,402,900	2,064,916	86%	337,984	2,064,916	2,009,228	(55,689)	-3%
SEWER LIFT STATIONS	379,600	379,600	305,100	80%	74,500	305,100	234,126	(70,973)	-30%
NON-DEPARTMENTAL EXP	16,780,100	13,634,500	1,561,991	11%	12,072,509	1,561,991	11,231,855	9,669,864	86%
TOTAL EXPEDITURES	30,814,800	27,669,200	9,386,700	34%	18,282,500	9,386,700	18,899,670	9,512,969	50%
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (11,721,100)</u>	<u>\$ (11,721,100)</u>	<u>\$ 6,918,338</u>		<u>\$ 18,639,438</u>	<u>\$ 6,918,338</u>	<u>\$ (3,402,561)</u>	<u>\$ 10,320,899</u>	

Debt Coverage Ratio:	
Revenues	\$ 14,197,465
Operating Expenses	\$ 8,306,621
Net Revenues	\$ 5,890,844
Maximum Debt	\$ 4,804,140
Debt Coverage Ratio	1.23 <---Must be => 1.10

**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING SEPTEMBER 30, 2018**

BRIDGE FUND

	FY 17/18			PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	FY 16/17	--Variance--	
	ORIGINAL BUDGET	AMMENDED BUDGET	Y-T-D ACTUAL				Prior FY Y-T-D Actual	Amount	Percent
REVENUES									
BRIDGE TOLL REVENUES	\$ 13,200,000	\$ 13,200,000	\$ 13,675,346	104%	\$ 475,346	\$ 13,675,346	\$ 13,614,356	\$ 60,990	0%
BRIDGE REVENUE FUND INTEREST EARNED	28,000	28,000	96,427	344%	68,427	96,427	45,061	51,365	114%
PESO EXCHANGE RATE INCOME	50,000	50,000	78,663	157%	28,663	78,663	75,511	3,152	4%
RENTAL INCOME	222,600	222,600	210,600	95%	(12,000)	210,600	203,210	7,390	4%
TOLL TICKET SALES	10,000	10,000	11,460	115%	1,460	11,460	11,698	(238)	-2%
TRANSFER IN - CIP	-	520,000	520,000	100%	-	520,000	119,764	400,236	0%
FINANCING DEBT FUNDS	2,410,000	2,410,000	439,000	18%	(1,971,000)	439,000	-	439,000	0%
TOTAL REVENUES	15,920,600	16,440,600	15,031,495	91%	(1,409,105)	15,031,495	14,069,600	961,895	7%
EXPENDITURES									
PERSONNEL	1,208,200	1,241,700	1,066,593	86%	99,593	1,142,107	1,028,085	(114,022)	-11%
SUPPLIES & MATERIALS	153,800	243,800	165,659	68%	78,141	165,659	121,981	(43,678)	-36%
BUILDING & EQUIPMENT	2,619,000	2,984,000	436,018	15%	2,547,982	436,018	150,507	(285,072)	-189%
REPAIRS & MAINTENANCE	15,400	11,300	4,365	39%	6,935	4,365	3,616	(748)	-21%
EQUIPMENT RENTALS	44,600	45,100	4,038	9%	41,062	4,038	3,574	(464)	-13%
UTILITIES	60,000	62,100	52,896	85%	9,204	52,896	30,549	(22,347)	-73%
VEHICLE USAGE	20,400	24,400	22,476	92%	1,924	22,476	21,750	(726)	-3%
INSURANCE	40,000	40,000	71,676	179%	(31,676)	71,676	29,627	(42,049)	-142%
DEBT SERVICE	1,220,300	1,244,300	257,258	21%	1,025,291	257,258	183,682	(73,576)	-40%
CONTRACTUAL SERVICES	117,000	308,000	186,974	61%	121,026	186,974	111,957	(75,017)	-67%
OTHER CONTRACTUAL & SPECIAL SERVICES	803,700	1,183,800	1,077,923	91%	105,877	1,077,923	1,211,818	133,894	11%
TRANSFERS OUT	9,618,200	10,039,200	11,221,481	112%	(1,182,281)	11,221,481	10,530,101	(691,380)	-7%
TOTAL EXPENDITURES	15,920,600	17,427,700	14,567,357	84%	2,860,343	14,642,871	13,427,247	(1,215,186)	-9%
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ (987,100)</u>	<u>\$ 464,138</u>		<u>\$ 1,451,238</u>	<u>\$ 388,624</u>	<u>\$ 642,353</u>	<u>\$ (253,290)</u>	

**PHARR ECONOMIC DEVELOPMENT CORPORATION
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING SEPTEMBER 30, 2018**

	FY 17/18					FY 16/17		--Variance--	
	ORIGINAL BUDGET	AMMENDED BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES									
SALES TAX	\$ 4,235,000	\$ 4,235,000	4,566,145	108%	\$ 331,145	\$ 4,566,145	\$ 4,236,018	\$ 330,127	8%
RENTAL INCOME	65,600	65,600	8,420	13%	(57,180)	8,420	15,294	(6,874)	-45%
INTEREST EARNED	10,000	10,000	89,135	891%	79,135	89,135	87,138	1,997	2%
MISC. INCOME	-	-	116,790	0%	116,790	116,790	846	115,945	13711%
GAIN OF SALE OF LAND	-	-	275,581	0%	275,581	275,581	-	275,581	0%
FINANCING / DEBT PROCEEDS	3,962,000	639,000	600,000	94%	(39,000)	600,000	10,230,006	(9,630,006)	-94%
LOAN REVENUE	331,000	331,000	249,416	75%	(81,584)	249,416	266,362	(16,946)	-6%
SALE OF LAND/PROPERTY	-	800,000	234,271	29%	(565,729)	234,271	-	234,271	0%
DEBT PROCEEDS TRUCKING STATION	1,573,000	1,573,000	1,100,000	70%	(473,000)	1,100,000	-	1,100,000	0%
DEBT PROCEEDS S. JACKSON RD.	-	-	1,141,028	0%	1,141,028	1,141,028	-	1,141,028	0%
TRANSFER IN - GENERAL FUND	1,161,100	1,361,100	1,161,100	85%	(200,000)	1,161,100	869,327	291,773	34%
TRANSFER IN - HOTEL / MOTEL	68,400	68,400	68,400	100%	-	68,400	51,200	17,200	34%
TOTAL REVENUES	11,406,100	9,083,100	9,610,286	106%	527,186	9,610,286	15,756,191	(6,145,905)	-39%
EXPENDITURES									
PERSONNEL	853,100	879,100	789,860	90%	89,240	789,860	558,674	(231,186)	-41%
SUPPLIES & MATERIALS	20,000	23,000	21,950	95%	1,050	21,950	22,414	464	2%
BUILDING & EQUIPMENT	45,000	42,000	41,828	100%	172	41,828	44,704	2,876	6%
EQUIPMENT RENTALS	5,000	5,000	3,252	65%	1,748	3,252	2,893	(359)	-12%
UTILITIES	10,500	12,500	11,962	96%	538	11,962	12,486	524	4%
ELECTRICITY	9,000	7,000	4,737	68%	2,263	4,737	9,404	4,667	50%
AUTOMOTIVE	4,000	7,000	7,379	105%	(379)	7,379	4,848	(2,532)	-52%
GAS & OIL	1,500	1,500	693	46%	807	693	822	129	16%
INSURANCE	5,400	5,400	18,584	344%	(13,184)	18,584	5,387	(13,197)	-245%
CONTRACTUAL SERVICES	326,000	395,000	409,130	104%	(14,130)	409,130	397,076	(12,055)	-3%
CLOSING COST	-	-	438,821	0%	(438,821)	438,821	64,729	(374,092)	-578%
OTHER CONTRACTUAL & SPECIAL SERVICES	624,300	626,300	667,392	107%	(41,092)	667,392	622,794	(31,231)	-5%
DEBT SERVICE	1,786,100	4,986,100	4,973,490	100%	12,610	4,973,490	3,120,737	(1,852,753)	-59%
LAND PURCHASE	-	3,500,000	4,488,952	128%	(988,952)	4,488,952	-	(4,488,952)	0%
CITY B-DAY PARTY	-	20,000	16,945	85%	3,055	16,945	10,317	(6,628)	-64%
NATIONAL DAY OF PRAYER EVENT	-	-	21,166	0%	(21,166)	21,166	-	(21,166)	0%
NAFTA EVENT	-	-	20,195	0%	(20,195)	20,195	-	(20,195)	0%
EARNEST MONEY EXPENSE	-	-	30,000	0%	(30,000)	30,000	-	(30,000)	0%
PROGRAM DEVELOPMENT	1,159,000	3,551,000	1,710,371	48%	1,840,629	1,710,371	669,010	(1,041,360)	-156%
TRANSFERS OUT OTHER-GENERAL FUND CIP	4,573,000	-	-	0%	-	-	33,417	33,417	0%
TRANSFERS OUT	1,984,200	2,292,200	2,070,242	90%	221,958	2,070,242	11,998,743	10,286,743	86%
TOTAL EXPENDITURES	11,406,100	16,353,100	15,746,947	96%	626,348	15,726,752	17,513,723	7,137,520	41%
REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ (7,270,000)	\$ (6,136,661)		\$ 1,153,534	\$ (6,116,466)	\$ (1,757,532)	\$ 991,615	

CITY OF PHARR
STATEMENT OF AVAILABLE RESOURCES
FOR PERIOD ENDING SEPTEMBER 30, 2018

	GENERAL FUND	WATER FUND	BRIDGE FUND	PEDC FUND
CASH				
OPERATING CASH	\$ -	\$ 441,184	42,545	\$ 2,182,788
CLAIM ON CASH	1,375,206	1,513,194	807,247	193,756
DUE FROM OTHER FUNDS	611,005	-	-	-
DUE FROM PHFC	4,061,300	-	-	-
CHANGE FUND	2,455	2,300	4,500	-
TOTAL CASH	6,049,966	1,956,678	854,292	2,376,544
LIABILITIES				
ACCOUNTS PAYABLES	2,877,687	975,822	754,292	127,868
UTILITY ACCOUNTS	-	553,437	-	-
TOTAL LIABILITIES	2,877,687	1,529,259	754,292	211,131
TOTAL AVAILABLE RESOURCES	\$ 3,172,279	\$ 427,419	100,000	\$ 2,165,413

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	-	

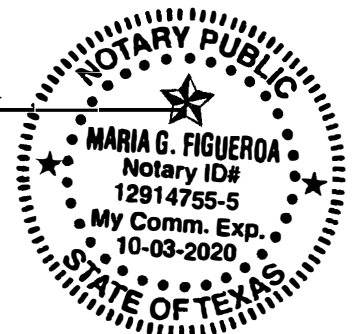
*****AFFIDAVIT*****

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

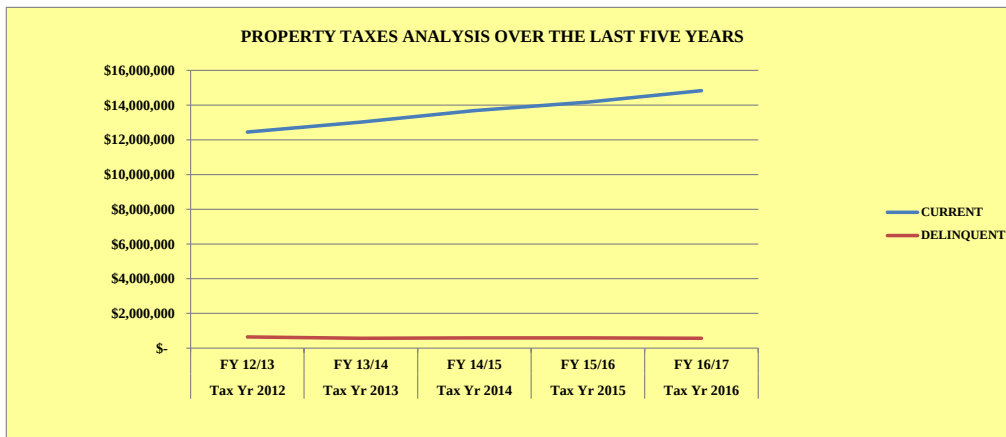
SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF OCTOBER 2018 A.D.

Maria G. Figueroa
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

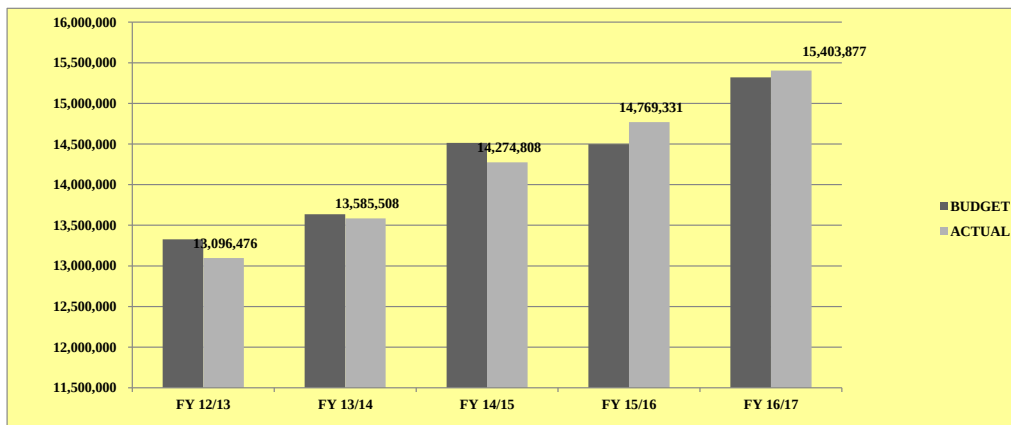


City of Pharr Property Tax Analysis - Cash Collections

-The following graph shows the trend of current and delinquent property taxes over the last five fiscal years:



-The following graph shows the comparison of property taxes budget versus actual for current and delinquent combined:



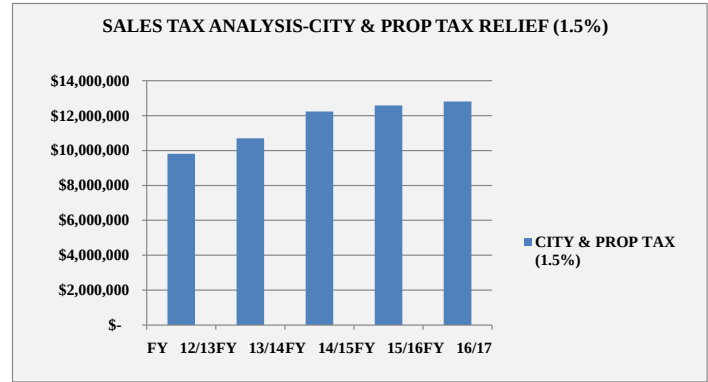
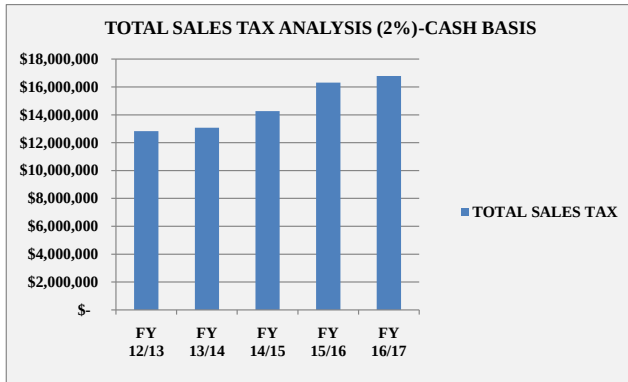
-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in September 30, 2018 compared to last fiscal year:

CURRENT					DELINQUENT				
MONTH	Tax Yr 2016 FY 16/17	Tax Yr 2017 FY 17/18	Difference FY 17/18 - FY 16/17		MONTH	Tax Yr 2016 FY 16/17	Tax Yr 2017 FY 17/18	Difference FY 17/18 - FY 16/17	
OCTOBER	\$ 55,584	\$ 78,338	\$ 22,754	↑	OCTOBER	\$ 43,997	\$ 56,178	\$ 12,181	↑
NOVEMBER	875,202	874,692	(510)		NOVEMBER	62,514	43,664	(18,851)	
DECEMBER	4,199,835	3,874,617	(325,218)		DECEMBER	46,479	48,375	1,897	
JANUARY	3,778,292	4,369,237	590,945		JANUARY	70,181	38,627	(31,554)	
FEBRUARY	4,240,359	4,757,965	517,607		FEBRUARY	44,151	82,003	37,852	
MARCH	772,083	741,182	(30,900)		MARCH	78,545	80,059	1,514	
APRIL	275,747	307,854	32,107		APRIL	42,670	53,628	10,958	
MAY	182,318	165,480	(16,837)		MAY	49,611	75,415	25,805	
JUNE	165,555	121,095	(44,461)		JUNE	50,299	30,481	(19,818)	
JULY	141,716	132,647	(9,068)		JULY	20,771	28,941	8,170	
AUGUST	88,497	115,144	26,648	↑	AUGUST	32,066	37,946	5,881	↑
SEPTEMBER	59,392	49,890	(9,502)		SEPTEMBER	28,018	39,787	11,769	
TOTAL	\$ 14,834,577	\$ 15,588,142	\$ 753,565	5%	TOTAL	\$ 569,300	\$ 615,104	\$ 45,804	8%

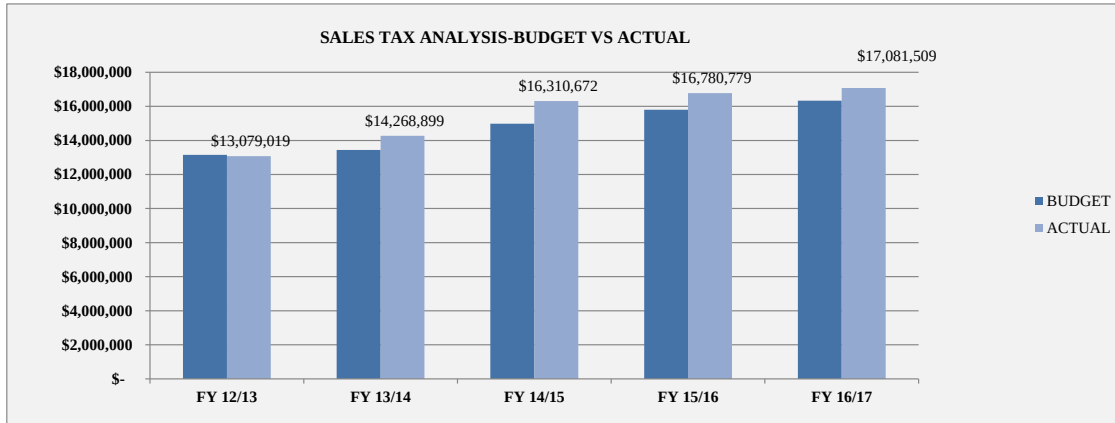
City of Pharr

Current Sales Tax Analysis - Cash Collections

-The following graph shows the trend of total sales tax over the last five fiscal years:



-The following graph shows the comparison of total sales taxes over the last five fiscal years:



-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in September 30, 2018 compared to last fiscal year:

TOTAL SALES TAX (2%)-CASH BASIS			
MONTH	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
OCTOBER	\$ 1,317,281	\$ 1,374,342	\$ 57,062
NOVEMBER	1,457,436	1,537,813	80,377
DECEMBER	1,379,834	1,363,639	(16,195)
JANUARY	1,317,066	1,502,050	184,984
FEBRUARY	1,570,000	1,712,515	142,516
MARCH	1,300,217	1,405,923	105,706
APRIL	1,263,946	1,381,333	117,387
MAY	1,644,947	1,646,964	2,016
JUNE	1,384,312	1,573,321	189,009
JULY	1,402,878	1,671,537	268,659
AUGUST	1,538,105	1,556,841	18,735
SEPTEMBER	1,368,050	1,538,304	170,254
TOTAL	\$ 16,944,071	\$ 18,264,582	\$ 1,320,511

↑

8%

SALES TAX-CITY & PROP RELIEF (1.5%)-CASH BASIS			
MONTH	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
OCTOBER	\$ 987,960	\$ 1,030,757	\$ 42,796
NOVEMBER	1,093,077	1,153,359	60,283
DECEMBER	1,034,876	1,022,729	(12,146)
JANUARY	987,799	1,126,537	138,738
FEBRUARY	1,177,500	1,284,387	106,887
MARCH	975,163	1,054,442	79,279
APRIL	947,959	1,036,000	88,040
MAY	1,233,711	1,235,223	1,512
JUNE	1,038,234	1,179,990	141,757
JULY	1,052,158	1,253,652	201,494
AUGUST	1,153,579	1,167,631	14,051
SEPTEMBER	1,026,037	1,153,728	127,691
TOTAL	\$ 12,708,053	\$ 13,698,436	\$ 990,383

↑

8%

SALES TAX STATE COLLECTION RGV COMPARISON - SEPTEMBER 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	Brownsville	3,274,914.72	2,748,582.42	19.15%	29,062,103.95	27,404,239.77	6.05%
2	Alamo	296,333.28	257,573.98	15.05%	2,745,597.06	2,589,892.79	6.01%
3	Weslaco	1,031,726.93	907,271.03	13.72%	9,512,243.34	9,102,178.32	4.51%
4	Pharr	1,538,303.95	1,368,049.52	12.45%	13,988,787.29	12,789,520.37	9.38%
5	Edinburg	1,754,345.57	1,595,898.10	9.93%	16,811,605.79	15,688,696.62	7.16%
6	McAllen	5,166,723.54	4,718,709.69	9.49%	47,469,885.84	44,520,935.33	6.62%
7	San Juan	311,520.56	285,243.19	9.21%	2,781,380.92	2,662,164.33	4.48%
8	Mission	1,272,417.07	1,181,424.93	7.70%	11,548,613.77	11,149,900.26	3.58%
9	Mercedes	554,899.62	525,530.20	5.59%	4,723,905.50	4,810,956.75	-1.81%
10	Harlingen	1,933,789.96	1,940,668.60	-0.35%	19,163,250.88	17,910,196.76	7.00%

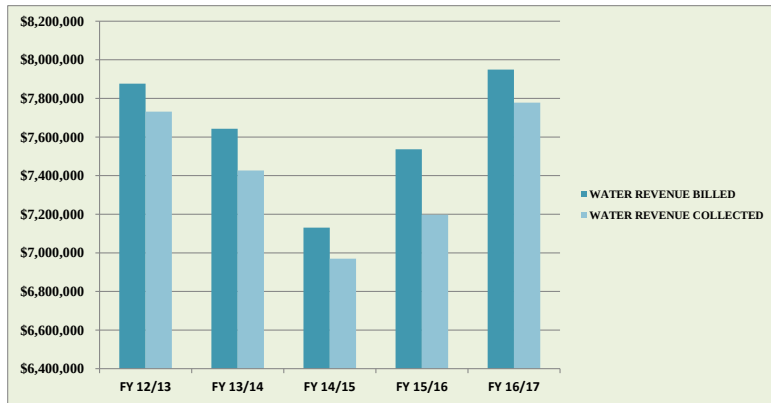
Rank Based on Calendar Year 2018 To Date Activity							
1	Pharr	1,538,303.95	1,368,049.52	12.45%	13,988,787.29	12,789,520.37	9.38%
2	Edinburg	1,754,345.57	1,595,898.10	9.93%	16,811,605.79	15,688,696.62	7.16%
3	Harlingen	1,933,789.96	1,940,668.60	-0.35%	19,163,250.88	17,910,196.76	7.00%
4	McAllen	5,166,723.54	4,718,709.69	9.49%	47,469,885.84	44,520,935.33	6.62%
5	Brownsville	3,274,914.72	2,748,582.42	19.15%	29,062,103.95	27,404,239.77	6.05%
6	Alamo	296,333.28	257,573.98	15.05%	2,745,597.06	2,589,892.79	6.01%
7	Weslaco	1,031,726.93	907,271.03	13.72%	9,512,243.34	9,102,178.32	4.51%
8	San Juan	311,520.56	285,243.19	9.21%	2,781,380.92	2,662,164.33	4.48%
9	Mission	1,272,417.07	1,181,424.93	7.70%	11,548,613.77	11,149,900.26	3.58%
10	Mercedes	554,899.62	525,530.20	5.59%	4,723,905.50	4,810,956.75	-1.81%

STATE TOTALS	475,646,117.48	436,566,142.05	8.95%	4,425,127,830.45	4,097,451,902.76	8.00%
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City of Pharr
Utility Revenue Activity Analysis - Cash Collections

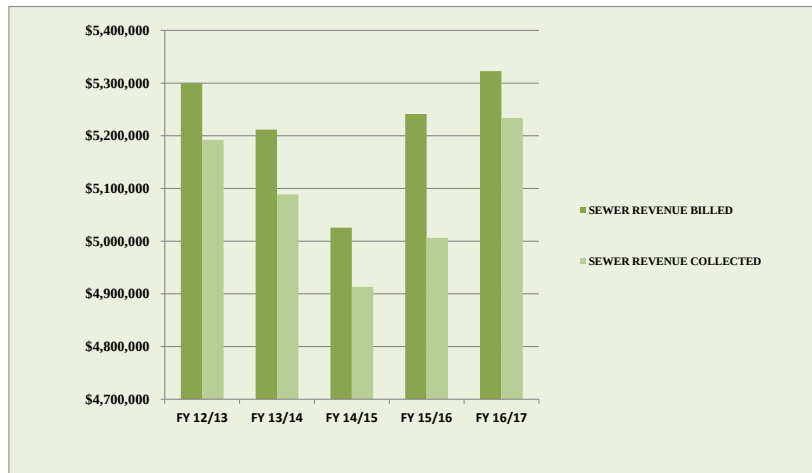
-The following graphs show the trend for Utility Revenue Activity for the last five fiscal years:

WATER



MONTH	BILLED REVENUE			COLLECTED REVENUE		
	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
OCTOBER	\$ 651,843	\$ 658,604	\$ 6,761	\$ 782,263	\$ 777,418	\$ (4,845)
NOVEMBER	651,242	631,533	(19,709)	528,489	642,905	114,416
DECEMBER	588,013	610,045	22,032	650,621	603,431	(47,190)
JANUARY	614,027	609,145	(4,882)	600,627	627,160	26,533
FEBRUARY	595,969	588,850	(7,119)	579,557	586,937	7,380
MARCH	594,082	578,408	(15,674)	675,437	642,193	(33,244)
APRIL	670,677	685,802	15,125	558,958	598,788	39,830
MAY	638,825	615,586	(23,239)	682,851	696,533	13,682
JUNE	696,137	728,500	32,363	628,076	561,973	(66,103)
JULY	710,846	633,976	(76,870)	682,005	715,955	33,950
AUGUST	750,751	699,024	(51,727)	693,395	697,541	4,146
SEPTEMBER	786,647	745,723	(40,924)	716,035	581,792	(134,243)
	\$ 7,949,059	\$ 7,785,196	\$ (163,863) -2%	\$ 7,778,314	\$ 7,732,626	\$ (45,688) -1%

SEWER



MONTH	BILLED REVENUE			COLLECTED REVENUE		
	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
OCTOBER	\$ 435,753	\$ 432,579	\$ (3,174)	\$ 510,551	\$ 492,458	\$ (18,093)
NOVEMBER	438,834	426,267	(12,567)	356,650	413,280	56,630
DECEMBER	412,899	416,206	3,307	432,953	402,798	(30,155)
JANUARY	426,063	420,886	(5,177)	424,046	433,248	9,202
FEBRUARY	416,862	410,462	(6,400)	408,485	408,964	479
MARCH	412,741	405,540	(7,201)	467,826	446,969	(20,857)
APRIL	453,367	455,101	1,734	391,121	413,240	22,119
MAY	431,739	419,810	(11,929)	463,422	463,514	92
JUNE	460,274	473,655	13,381	426,481	380,977	(45,504)
JULY	460,835	429,054	(31,781)	443,418	471,130	27,712
AUGUST	479,476	456,247	(23,229)	448,375	461,299	12,924
SEPTEMBER	493,788	475,510	(18,278)	460,379	387,733	(72,646)
	\$ 5,322,631	\$ 5,221,317	\$ (101,314) -2%	\$ 5,233,707	\$ 5,175,610	\$ (58,097) -1%

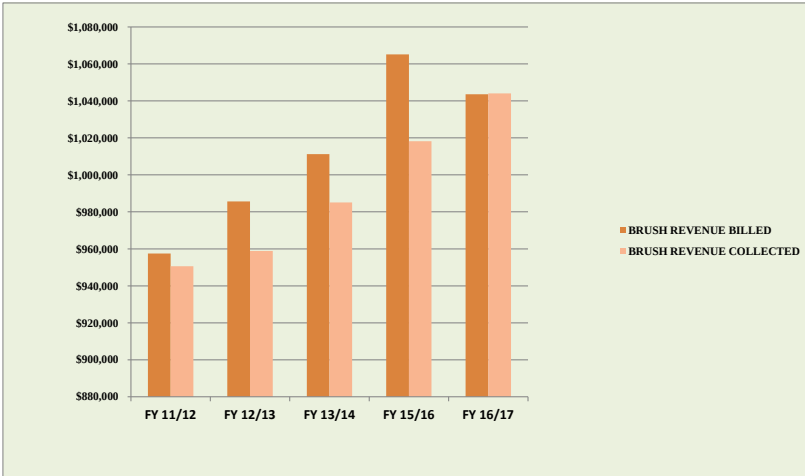
City of Pharr
Utility Revenue Activity Analysis - Cash Collections

GARBAGE



BILLED REVENUE					COLLECTED REVENUE			
MONTH	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17		FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17	
OCTOBER	\$ 211,737	\$ 214,646	\$ 2,909	↑	\$ 232,527	\$ 215,554	\$ (16,973)	↑
NOVEMBER	212,561	214,466	1,905		173,486	204,503	31,017	
DECEMBER	214,876	215,312	436		205,013	195,076	(9,937)	
JANUARY	213,486	216,245	2,759		221,482	227,221	5,739	
FEBRUARY	213,419	214,545	1,126		209,361	217,222	7,861	
MARCH	213,944	216,268	2,324		233,920	228,382	(5,538)	
APRIL	213899	215,395	1,496		200,755	219,403	18,648	
MAY	213,873	215,318	1,445		225,754	218,481	(7,273)	
JUNE	213,427	215,147	1,720		207,846	194,129	(13,717)	
JULY	214,297	215,797	1,500		204,765	219,327	14,562	
AUGUST	214,907	215,754	847	211,090	219,908	8,818		
SEPTEMBER	214,745	215,721	976	204,661	189,295	(15,366)		
	\$ 2,565,171	\$ 2,584,614	\$ 19,443	1%	\$ 2,530,660	\$ 2,548,501	\$ 17,841	1%

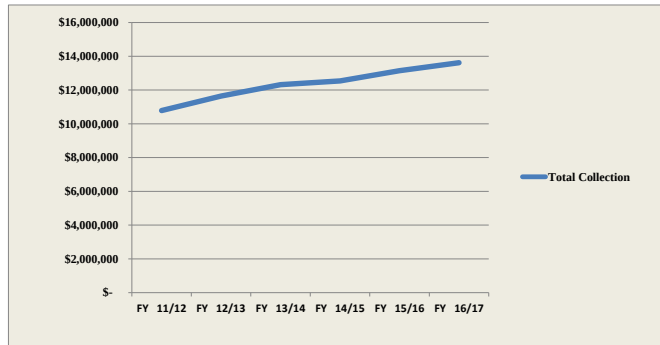
BRUSH



BILLED REVENUE					COLLECTED REVENUE				
MONTH	Difference			↑	Difference			↓	
	FY 16/17	FY 17/18	FY 17/18 - FY 16/17		FY 16/17	FY 17/18	FY 17/18 - FY 16/17		
OCTOBER	\$ 86,220	\$ 86,975	\$ 755		\$ 95,689	\$ 88,264	\$ (7,425)		
NOVEMBER	86,480	87,149	669		71,353	83,981	12,628		
DECEMBER	87,406	87,410	4		88,441	81,485	(6,956)		
JANUARY	86,941	87,831	890		90,272	93,464	3,192		
FEBRUARY	86,855	87,062	207		87,514	88,608	1,094		
MARCH	87,355	87,634	279		94,299	91,938	(2,361)		
APRIL	87,407	87,121	(286)		84,479	88,834	4,355		
MAY	87,118	86,500	(618)		92,285	87,943	(4,342)		
JUNE	86,847	86,484	(363)		84,967	78,938	(6,029)		
JULY	86,883	86,436	(447)		84,170	88,610	4,440		
AUGUST	87,013	86,609	(404)		86,139	88,933	2,794		
SEPTEMBER	87,080	86,733	(347)		84,441	76,918	(7,523)		
\$ 1,043,605			\$ 1,043,944	\$ 339	0%	\$ 1,044,049	\$ 1,037,916	\$ (6,133)	-1%

City of Pharr
Bridge Revenue Activity Analysis - Toll Collections

TREND ANALYSIS FOR TOLL COLLECTIONS FOR THE LAST SIX YEARS:

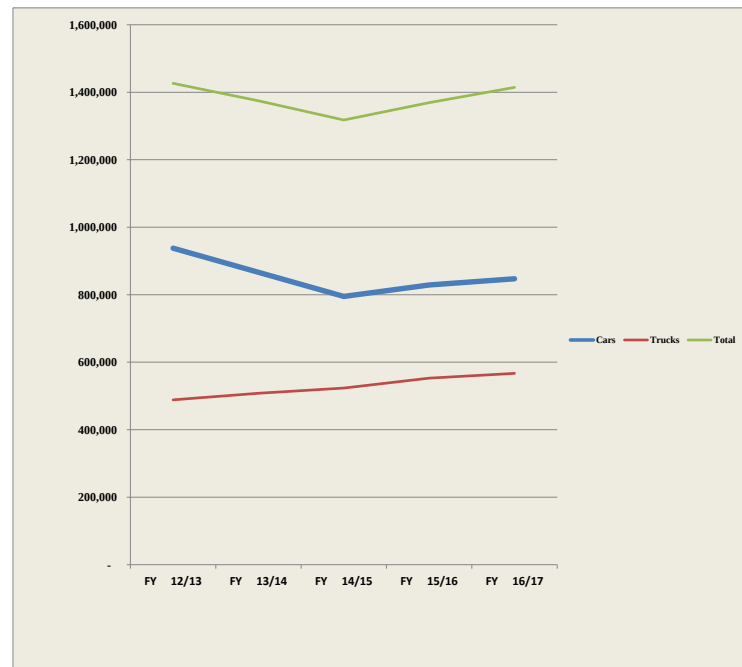


TOTAL TOLL COLLECTIONS PRIOR AND CURRENT YEAR

MONTH	Difference		
	FY 16/17	1143053	FY 17/18-FY 16/17
OCTOBER	\$ 1,104,765	\$ 1,143,053	\$ 38,288
NOVEMBER	1,074,969	1,136,393	61,424
DECEMBER	1,066,836	1,101,996	35,160
JANUARY	1,149,124	1,193,356	44,232
FEBRUARY	1,105,159	1,100,884	(4,275)
MARCH	1,264,839	1,185,177	(79,662)
APRIL	1,110,610	1,157,789	47,179
MAY	1,168,833	1,189,164	20,331
JUNE	1,170,815	1,122,379	(48,436)
JULY	1,120,737	1,131,067	10,330
AUGUST	1,167,659	1,156,407	(11,252)
SEPTEMBER	1,115,200	1,057,746	(57,454)
TOTAL	\$ 13,619,546	\$ 13,675,411	\$ 55,865

0%

TRUCKS AND CARS CROSSINGS TREND OVER THE LAST FIVE FISCAL YEARS:



TRUCKS AND CARS CROSSINGS PRIOR AND CURRENT YEAR

MONTH	Difference		
	FY 16/17	FY 17/18	FY 17/18-FY 16/17
OCTOBER	116,449	112,972	(3,477)
NOVEMBER	114,878	109,151	(5,727)
DECEMBER	119,937	111,883	(8,054)
JANUARY	117,900	111,544	(6,356)
FEBRUARY	110,888	103,602	(7,286)
MARCH	127,524	113,577	(13,947)
APRIL	115,854	110,588	(5,266)
MAY	117,831	114,699	(3,132)
JUNE	119,759	107,410	(12,349)
JULY	118,087	112,535	(5,552)
AUGUST	120,311	116,584	(3,727)
SEPTEMBER	114,908	108,267	(6,641)
TOTAL	1,414,326	1,332,812	(81,514)

-6%

TRUCKS	Difference		
	FY 16/17	FY 17/18	FY 17/18-FY 16/17
OCTOBER	45,699	49,888	4,189
NOVEMBER	44,183	49,606	5,423
DECEMBER	42,379	46,367	3,988
JANUARY	47,660	51,944	4,284
FEBRUARY	46,466	48,096	1,630
MARCH	53,124	51,344	(1,780)
APRIL	45,402	50,570	5,168
MAY	49,375	52,427	3,052
JUNE	49,358	48,945	(413)
JULY	46,575	48,524	1,949
AUGUST	49,368	50,202	834
SEPTEMBER	47,329	46,213	(1,116)
TOTAL	566,918	594,126	27,208

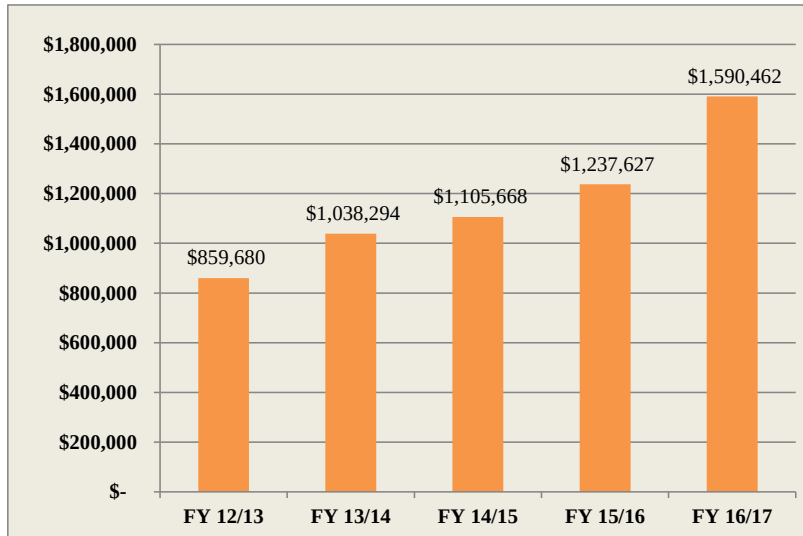
5%

CARS	Difference		
	FY 16/17	FY 17/18	FY 17/18-FY 16/17
OCTOBER	70,750	63,084	(7,666)
NOVEMBER	70,695	59,545	(11,150)
DECEMBER	77,558	65,516	(12,042)
JANUARY	70,240	59,600	(10,640)
FEBRUARY	64,422	55,506	(8,916)
MARCH	74,400	62,233	(12,167)
APRIL	70,452	60,018	(10,434)
MAY	68,456	62,272	(6,184)
JUNE	70,401	58,465	(11,936)
JULY	71,512	64,011	(7,501)
AUGUST	70,943	66,382	(4,561)
SEPTEMBER	67,579	62,054	(5,525)
TOTAL	847,408	738,686	(108,722)

-13%

City of Pharr Municipal Court Collections

-Collection revenue five fiscal year comparison:

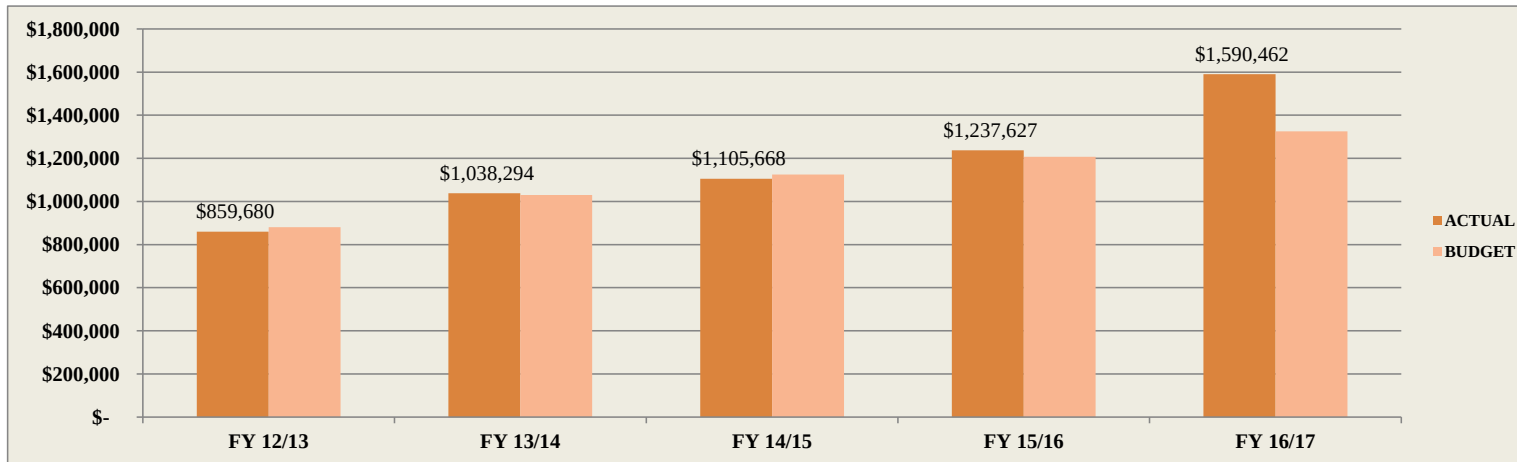


MONTH	Difference		
	FY 16/17	FY 17/18	FY 17/18-FY 16/17
OCTOBER	\$ 95,457	\$ 95,535	\$ 78
NOVEMBER	99,363	76,520	(22,843)
DECEMBER	92,413	53,663	(38,750)
JANUARY	92,932	63,208	(29,724)
FEBRUARY	183,167	106,433	(76,734)
MARCH	235,843	132,961	(102,882)
APRIL	129,489	90,021	(-39,468)
MAY	140,191	80,420	(59,771)
JUNE	113,743	68,949	(44,794)
JULY	110,069	65,608	(44,461)
AUGUST	110,666	78,945	(31,721)
SEPTEMBER	103,370	58,638	(44,732)
TOTAL	\$1,506,703	\$ 970,901	\$ (535,802)



-36%

-Budget vs Actual five fiscal year comparison:



**CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING SEPTEMBER 30, 2018**

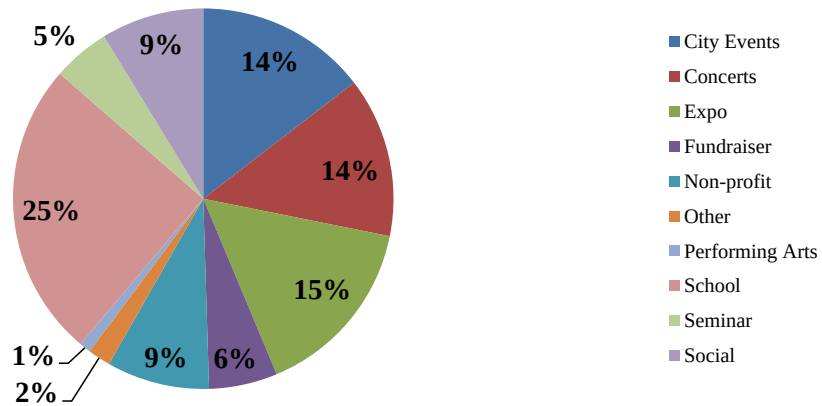
PHARR EVENT CENTER

FY 17/18						FY 16/17					--Variance--					
						Y-T-D	Prior FY Y-T-D									
						ACTUAL	Actual	Amount	Percent							
REVENUES																
PHARR EVENT CTR-ATM FEE INCOME	\$	-	\$	-	\$	330	0%	\$	330	\$	330	\$	-	\$	-	0%
PHARR EVENT CENTER RENTAL		55,000		55,000		85,850	156%		30,850		85,850		104,090		(18,240)	-18%
PHARR EVENT CENTER -FF		25,000		25,000		14,190	57%		(10,810)		14,190		23,619		(9,429)	-40%
PHARR EVENT CENTER - CONS FEES		300,000		300,000		200,402	67%		(99,598)		200,402		258,454		(58,052)	-22%
TICKETMASTER REVENUE SHARING		-		-		5,856	0%		5,856		5,856		6,997		(1,140)	-16%
TRANSFER IN - HOTEL/MOTEL		398,600		398,600		398,600	100%		-		398,600		215,200		183,400	85%
INTEREST EARNED		-		-		1,656	0%		1,656		1,656		960		696	72%
MISC		-		-		5,502	0%		5,502		5,502		14,251		(8,750)	-61%
TOTAL REVENUES		778,600		778,600		712,385	91%		(66,215)		712,385		623,571		88,485	14%
EXPENDITURES																
PERSONNEL		464,800		464,800		408,890	88%		55,910		408,890		361,731		(47,159)	-13%
SUPPLIES & MATERIALS		33,000		33,000		35,507	108%		(2,507)		35,507		28,011		(7,497)	-27%
INVENTORY CONCESSION		95,000		95,000		76,117	80%		18,883		76,117		96,197		20,079	21%
BUILDING MAINTENANCE		20,000		20,000		4,164	21%		15,836		4,164		13,788		9,625	70%
EQUIPMENT RENTALS		2,800		2,800		2,283	82%		517		2,283		2,635		352	13%
ADVERTISING		10,000		10,000		200	2%		9,800		200		-		(200)	0%
AUTOMOTIVE		5,200		5,200		5,100	98%		100		5,100		5,271		171	0%
UTILITIES		10,000		10,000		3,950	39%		6,050		3,950		3,383		(567)	-17%
ELECTRICITY		55,000		55,000		54,922	100%		78		54,922		59,985		5,063	8%
CONTRACTUAL SERVICES		58,800		61,800		40,884	66%		20,916		40,884		63,042		22,158	35%
INSURANCE		4,700		4,700		12,827	273%		(8,127)		12,827		18,747		5,919	32%
EVENT CENTER STAFFING / RENTAL		-		3,000		1,525	51%		1,475		1,525		2,050		526	26%
OTHER CONTRACTUAL & SPECIAL SERVICES		19,300		19,300		10,194	53%		9,106		10,194		9,732		(463)	-5%
TOTAL EXPENDITURES		778,600		784,600		656,563	84%		128,037		656,563		664,570		8,007	1%
REVENUE OVER/(UNDER) EXPENDITURES	\$	-	\$	(6,000)	\$	55,822		\$	61,822	\$	55,822	\$	(40,999)	\$	96,491	

City of Pharr
Pharr Event Center Attendance by Event Type as of September 30, 2018

Event Type	Number of Events	Percentage	Attendance	Total Concession	Average Concession per Event
City Events	15	15%	8,420	\$ 3,951	\$ 263
Concerts	14	14%	13,136	138,797	9,914
Expo	16	16%	10,512	10,092	631
Fundraiser	6	6%	7,300	19,081	3,180
Non-profit	9	9%	7,900	1,540	171
Other	2	2%	802	4,092	2,046
Performing Arts	1	1%	30	181	181
School	26	25%	20,300	15,644	602
Seminar	5	5%	1,330	3,242	648
Social	9	9%	7,850	23,586	2,621
	103	100%	77,580	\$ 220,206	\$ 20,257

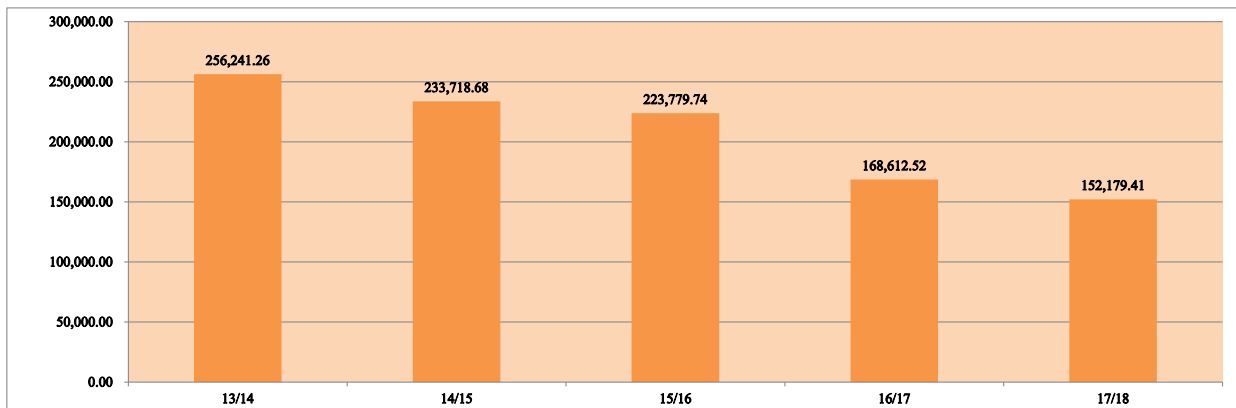
Number of Events



**CITY OF PHARR
HOTEL/MOTEL OCCUPANCY TAX**

	Q4-2013	Q1-2014	Q2-2014	Q3-2014	Q4-2014	Q1-2015	Q2-2015	Q3-2015	Q4-2015	Q1-2016	Q2-2016	Q3-2016	Q4-2016	Q1-2017	Q2-2017	Q3-2017	Q4-2017	Q1-2018	Q2-2018	Q3-2018
Americas Best Value Inn/ Pharr inn & Suites	\$ 5,316	\$ 6,577	\$ 5,053	\$ 5,774	\$ 7,019	\$ 7,315	\$ 6,542	\$ 5,890	\$ 6,967	\$ 7,227	\$ 7,813	\$ 6,770	\$ 4,742	\$ 6,765	\$ 6,069	\$ 5,666	\$ 6,661	\$ 7,592	\$ 6,215	\$ -
Quality Inn / Comfort Inn	9,068	10,767	9,208	10,984	12,349	13,361	10,804	10,867	12,479	12,530	10,833	11,834	12,768	10,744	9,773	7,776	7,582	9,151	7,137	10,009
Country Hearth Inn / Knights Inn & Suites	4,813	5,617	5,772	7,019	6,250	6,695	2,336	3,187	11,975	14,533	13,515	14,779	15,602	13,345	14,135	11,777	10,353	15,058	12,594	14,640
Fairwinds Executive Inn	8,828	7,314	7,118	8,869	8,941	7,842	8,442	8,299	8,639	7,286	6,890	7,694	6,908	6,372	6,182	5,718	5,795	5,206	5,196	6,096
Hampton Inn & Suites	40,988	38,213	34,019	48,213	53,464	49,019	47,669	41,467	46,414	47,525	41,742	38,806	36,254	34,573	33,040	25,139	24,284	27,004	26,376	28,887
Holiday Inn Express	37,337	40,574	40,165	41,198	41,333	41,947	39,012	37,614	38,357	40,290	36,458	30,859	31,017	32,654	24,571	22,429	18,142	22,762	22,614	25,077
King 9 Motel	2,719	2,198	2,453	2,285	2,501	2,397	2,683	2,536	3,008	2,468	2,668	2,577	2,506	2,308	2,842	2,666	2,428	2,424	2,564	-
La Quinta Inn # 1	34,905	33,462	35,621	38,963	45,959	35,839	34,819	36,049	35,632	36,740	32,051	30,913	28,274	30,009	27,498	21,853	18,181	20,078	19,331	17,751
La Quinta Inn # 2	18,723	20,369	19,875	22,406	23,744	32,233	18,008	17,191	17,660	20,106	17,899	16,577	13,203	17,639	10,994	13,263	11,800	15,356	11,775	12,678
Motel 6	22,640	21,151	23,654	24,167	23,040	23,234	23,501	25,233	23,864	22,767	21,773	21,020	20,084	18,127	19,102	20,304	17,642	17,816	18,918	19,425
Penn-Ann Hotel	2,007	2,092	2,198	2,041	1,955	1,682	1,514	1,720	1,555	1,742	1,481	1,357	1,498	1,608	1,334	1,310	1,253	1,319	1,395	1,451
Pharr Executive Inn	1,134	1,406	1,143	1,241	1,056	1,173	1,355	1,211	1,309	1,259	1,319	1,266	1,325	1,316	1,225	1,193	1,295	1,106	902	987
Pharr Plaza Hotel	4,999	5,107	5,517	5,500	5,226	5,596	5,334	5,335	5,389	5,032	5,258	5,115	5,269	4,740	4,629	4,319	4,916	4,484	4,742	4,187
Red Roof Inn	13,278	13,199	12,893	13,952	13,160	14,146	14,795	15,830	13,943	14,086	14,058	14,195	12,833	12,023	11,594	8,006	9,255	10,301	-	-
Sun Deck Motel	1,679	1,497	1,538	1,644	1,875	1,580	-	1,606	1,860	1,979	1,601	1,654	1,720	2,576	2,436	2,071	1,912	2,247	2,210	1,943
Travelodge	12,623	9,814	11,265	10,000	11,495	11,234	9,977	8,778	9,205	7,305	6,295	6,959	6,106	5,619	5,132	4,914	5,145	4,093	4,611	-
Value Place	9,061	10,657	10,782	11,985	11,832	10,634	9,995	10,906	11,423	13,429	10,524	11,406	11,538	12,263	9,371	9,348	7,625	10,719	10,699	8,187
Vecchio Motel																	862	862	862	862
	NO PAYMENT HAS BEEN RECEIVED				NO PAYMENT HAS BEEN RECEIVED				-	652	584	-	287	1,517	1,492	862				
	\$ 230,118	\$ 230,014	\$ 228,274	\$ 256,241	\$ 271,200	\$ 265,927	\$ 236,786	\$ 233,719	\$ 249,680	\$ 256,956	\$ 232,761	\$ 223,780	\$ 211,933	\$ 214,196	\$ 191,418	\$ 168,613	\$ 155,132	\$ 177,579	\$ 158,141	\$ 152,179
	\$ 236,161.85				\$ 251,907.89				\$ 240,794.51				\$ 196,540.10				\$ 160,757.96			
	FY 13/14				FY 14/15				FY 15/16				FY 16/17				FY 17/18			
	\$ 944,647				\$ 1,007,632				\$ 963,178				\$ 786,160				\$ 643,032			
	340,966				62,984				(44,454)				(177,018)				(143,129)			
	36%				6%				-5%				-23%				-22%			
	982,740				850,000				850,000				800,000				669,200			
	944,647				1,007,632				963,178				786,160				643,032			
	96%				119%				113%				98%				96%			

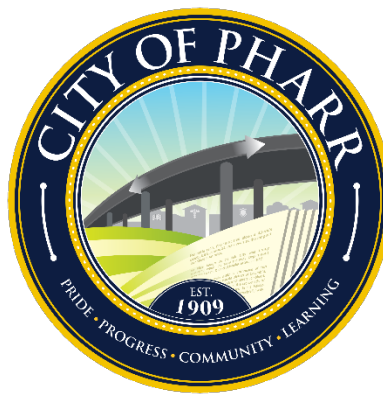
-Revenue collection four fiscal year comparison of 4th quarter amounts only



**CITY OF PHARR
TRANSFERS IN/OUT
NON AUDITED BUDGET VS. ACTUAL
FOR THE PERIOD ENDED SEPTEMBER 30, 2018**

	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE
TRANSFERS IN				
General Fund	\$ 7,821,700	\$ 9,126,700	117%	\$ 1,305,000
CDBG	518,200	342,372	66%	(175,828)
Community Planning & Development	-	478,575	0%	478,575
Tax Notes 2017	1,200,000	1,200,000	100%	-
CO Series 2017	20,950,600	21,152,123	101%	201,523
Capital Projects	159,000	636,543	400%	477,543
Debt Service	6,128,900	4,527,227	74%	(1,601,673)
Event Center	398,600	398,600	100%	-
Bridge	520,000	520,000	100%	-
Golf	439,200	439,200	100%	-
Pharr TIRZ	211,500	211,500	100%	-
Pharr TIRZ #2	347,700	347,700	100%	-
Pharr Pharr Economic Development Corp	1,429,500	1,229,500	86%	(200,000)
PHFC Jackson Place Apartments	200,000	1,417,090	709%	1,217,090
TOTAL TRANSFERS IN	40,324,900	42,027,130	104%	1,702,230
TRANSFERS OUT				
General Fund	22,735,000	23,039,270	101%	304,270
General Contingency	-	1,100,000	0%	1,100,000
Hotel/Motel	877,000	877,000	100%	-
Asset Sharing	367,000	367,000	100%	-
Paving & Drainage	850,000	850,000	100%	-
Special Revenue Fund	159,000	159,000	100%	-
Grants	-	477,543	0%	477,543
Capital Projects	2,240,000	2,240,000	100%	-
Utilities	565,500	565,500	100%	-
Bridge	10,039,200	9,237,527	92%	(801,673)
PEDC	2,292,200	1,697,200	74%	(595,000)
PHFC	200,000	1,417,090	709%	1,217,090
TOTAL TRANSFERS OUT	\$ 40,324,900	\$ 42,027,130	104%	\$ 1,702,230

QUARTERLY UPDATES



CITY OF PHARR
CIP SCHEDULE AS OF SEPTEMBER 30, 2018

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental:				
Civic Center Renovation	\$ 31,868	\$ 456,337	\$ -	\$ 488,205
Parks Designs and Improvements	498,449	288,087	-	786,536
Aquatic Park Renovations	-	17,000	-	17,000
Jones Box Pedestrian	9,846	-	-	9,846
Newcombe	8,437	43,915	-	52,352
Dr. Long Park	46,998	642,381	-	689,379
Jones Box Park	527,492	69,705	-	597,197
Arnold Elementary Park	-	1,301,719	-	1,301,719
Witten Park	-	9,625	-	9,625
Baseball Dugouts Construction	-	20,309	-	20,309
South Alondra	2,985	-	-	2,985
Anaya Road	41,639	288,248	-	329,887
Hi-Line	37,028	501,172	-	538,200
Las Milpas Road	-	98,610	-	98,610
Bike Path Stripping	294,413	-	-	294,413
Thomas Turning Lanes	-	33,698	-	33,698
Traffic Sign Veterans/Kelly	-	17,467	17,467	-
Traffic Sign Veterans/Eldora	-	79,567	79,567	-
Downtown Lighting	-	48,359	48,359	-
LED Project	2,103,422	-	-	2,103,422
4 Year Repaving Program	6,701,377	2,648,326	-	9,349,703
PSJA Tri-City Pedestrian	82,191	11,413	-	93,603
Moore Road	365,368	28,466	-	393,834
South Research Center	2,768,593	1,958,350	4,726,943	-
Jackson Road Median	-	70,793	70,793	-
Nature Park	-	1,143,225	-	1,143,225
RailRoad Crossing	-	89,515	-	89,515
Traffic Signal Loops	-	125,937	-	125,937
Veterans Road Widening	-	202,614	-	202,614
North Side Fire Station	-	42,292	-	42,292
Communication Center	-	2,089,980	-	2,089,980
Fire Station #4	-	774,998	-	774,998
St. Jude Parking Lot	-	208,612	-	208,612
Owassa Road	3,182,741	49,234	-	3,231,975
Victor Garcia Skate Park	-	55,860	-	55,860
	<u>\$ 16,702,846</u>	<u>\$ 13,415,812</u>	<u>\$ 4,943,127</u>	<u>\$ 25,175,531</u>
Business-Type:				
Water Transmission	8,512,074	348,468	8,860,542	-
Rehab LBJ Water Tower	78,570	65,130	-	143,700
Waste Water Treatment Clarifier	863,220	73,115	-	936,335
Lift Station N. 25	2,064,010	1,121,190	-	3,185,200
Relocation W & SW	442,405	-	-	442,405
Eldora Water Tower	-	1,168,260	1,168,260	-
Lift Station N. 1	-	28,430	-	28,430
Manhole & Lift Station Rehabilitation	-	61,650	-	61,650
Moore Rd. Sewer Improvements	-	5,500	-	5,500
Port of Entry Modernization	449,255	233,963	683,218	-
Northbound Lane Improvements	164,403	-	164,403	-
International Trade Center	117,218	-	117,218	-
Bridge Building Expansion	-	52,300	-	52,300
FY 15 DAP	-	633,552	-	633,552
FY 16 DAP	-	1,260,064	-	1,260,064
	<u>\$ 12,691,155</u>	<u>\$ 5,051,621</u>	<u>\$ 10,993,641</u>	<u>\$ 5,489,071</u>
Grand Total	<u>\$ 29,394,001</u>	<u>\$ 18,467,433</u>	<u>\$ 15,936,768</u>	<u>\$ 30,664,602</u>

☐ PROJECT 100% COMPLETED

**CITY OF PHARR
OUTSTANDING DEBT ISSUANCES
AS OF SEPTEMBER 30, 2018**

						Debt Issuances Maturity Info		
Debt Type	Series	Interest Rate(s)	Date of Maturity	Original Issuance	Unspent Proceeds	Principal Budgeted	Balance	Total
						This FY	After This FY Principal	Outstanding As Of SEPTEMBER 30, 2018
<u>GENERAL FUND</u>								
General Obligation Refunding Bonds	2015B	2% - 5%	8/15/2021	\$ 9,120,000	\$ -	\$ 1,710,000	\$ 4,085,000	\$ 4,085,000
Certificates of Obligation	2016	2% - 5%	8/15/2036	14,290,000	1,338,774	190,000	14,100,000	14,100,000
Tax Notes	2017	4.25%	12/1/2024	7,300,000	4,880,792	689,391	6,610,609	6,610,609
Certificates of Obligation	2017	4% - 5%	8/15/2037	17,240,000	12,703,138	2,640,000	14,600,000	14,600,000
				\$ 47,950,000	\$ 18,922,704	\$ 5,229,391	\$ 39,395,609	\$ 39,395,609
<u>INTERNATIONAL BRIDGE</u>								
Revenue Refunding Bond	2015A	2% - 5%	8/15/2022	\$ 4,440,000	\$ -	\$ 605,000	\$ 2,640,000	\$ 2,640,000
				\$ 4,440,000	\$ -	\$ 605,000	\$ 2,640,000	\$ 2,640,000
<u>WATER & SEWER</u>								
Revenue Bonds DWSRF	2007A	2.35%	9/1/2027	\$ 13,310,000	\$ -	\$ 840,000	\$ 8,660,000	\$ 8,660,000
Revenue Bonds NADBank	2007B	3.75%	9/1/2027	10,000,000	242,647	495,000	5,360,000	5,360,000
Revenue Refunding Bonds	2008	3.60%	9/1/2018	6,430,000	-	75,000	-	-
Revenue Bonds DWSRF	2013	2.71%	9/30/2042	8,725,000	4,421,889	255,000	7,450,000	7,450,000
Revenue Bonds DWSRF	2015	4.01%	9/1/2035	1,762,000	-	73,000	1,547,000	1,547,000
Revenue Refunding Bonds	2017	3.10%	9/1/2027	18,000,000	\$ -	1,220,000	15,440,000	15,440,000
				\$ 58,227,000	\$ 4,664,536	\$ 2,958,000	\$ 38,457,000	\$ 38,457,000
<u>CDBG- HUD SECTION 108</u>								
\$5,600,000 HUD Section 108	2011	2.00%	8/1/2031	\$ 5,600,000	\$ -	\$ 295,000	\$ 3,835,000	\$ 3,835,000
				\$ 5,600,000	\$ -	\$ 295,000	\$ 3,835,000	\$ 3,835,000
<u>PEDC</u>								
Certificates of Obligation***	2012	4.00%	8/15/2032	\$ 7,625,000	\$ -	\$ 320,000	\$ 4,735,000	\$ 4,735,000
Bank Promissory Note	N/A	3.25%	9/30/2022	9,913,000	-	825,878	5,209,296	5,209,296
PEDC Line of Credit	2016	3.75%	6/20/2021	5,000,000	-	-	3,227,588	3,227,588
				\$ 22,538,000	\$ -	\$ 1,145,878	\$ 13,171,884	\$ 13,171,884
City-Wide Total				\$ 138,755,000	\$ 23,587,239	\$ 10,233,269	\$ 97,499,493	\$ 97,499,493

***Issued by the City of Pharr but paid by PEDC.

**CITY OF PHARR
OUTSTANDING CAPITAL LEASES/BANK LOANS
AS OF SEPTEMBER 30, 2018**

Lease Company	Leased During FY	Length of Lease	Maturity Date	Interest Rate	Lease Amount	Lease Balance	Payments - P&I		
							Monthly	Annual	
1- UsBancorp #3	13/14	7 Yrs	1/31/2020	1.76%	\$ 2,097,840	\$ 728,082	\$ 26,558	\$ 318,696	
Distribution/Owners:	General Fund	97.50%			2,045,394	709,880	25,894	310,729	
	Garage Fund	2.50%			52,446	18,202	664	7,967	
2- UsBancorp #4	13/14	5 Yrs	1/31/2019	1.33%	\$ 335,860	\$ 23,097	\$ 5,789	\$ 69,472	
Distribution/Owners:	General Fund	100.00%			335,860	23,097	5,789	69,472	
3- BB&T	14/15	7 Yrs	5/30/2022	2.00%	\$ 480,000	\$ 259,498	\$ 6,114	\$ 73,363	
Distribution/Owners:	General Fund	100.00%			480,000	259,498	6,114	73,363	
4- First Security Fincnce Inc.	15/16	10 Yrs	1/14/2026	3.69%	\$ 2,685,000	\$ 2,222,887	\$ -	\$ 325,947	
Distribution/Owners:	General Fund	100%			2,685,000	2,222,887	-	325,947	
5- Signature Public Funding	15/16	3 Yrs	5/6/2019	1.68%	\$ 428,400	\$ 145,196	\$ -	\$ 72,072	
Distribution/Owners:	General Fund	100.00%			428,400	145,196	-	72,072	
6- Signature Public Funding	15/16	5 Yrs	5/6/2019	1.83%	\$ 260,814	\$ 159,330	\$ -	\$ 26,874	
Distribution/Owners:	General Fund	100.00%			260,814	159,330	-	26,874	
7- Signature Public Funding	15/16	7 Yrs	5/6/2019	2.05%	\$ 254,694	\$ 185,596	\$ -	\$ 19,237	
Distribution/Owners:	General Fund	100.00%			254,694	185,596	-	19,237	
8- Signature Public Funding	15/16	10 Yrs	5/6/2019	2.28%	\$ 979,455	\$ 800,914	\$ -	\$ 53,966	
Distribution/Owners:	General Fund	100.00%			979,455	800,914	-	53,966	
9- UsBancorp #1	16/17	3 Yrs	2/15/2020	1.69%	\$ 61,000	\$ 29,150	\$ 1,737	\$ 20,838	
Distribution/Owners:	General Fund	100.00%			61,000	29,150	1,737	20,838	
10- UsBancorp #2	16/17	5 Yrs	2/15/2022	1.95%	\$ 3,219,500	\$ 2,230,095	\$ 56,269	\$ 675,225	
Distribution/Owners:	General Fund	33.84%			1,089,479	754,664	19,041	228,496	
	Bridge Fund	62.43%			2,009,934	1,392,248	35,129	421,543	
	Golf Fund	3.73%			120,087	83,183	2,099	25,186	
11- UsBancorp #3	17/18	3 Yrs	10/15/2020	2.45%	\$ 732,500	\$ 551,004	\$ 21,039	\$ 252,467	
Distribution/Owners:	General Fund	100.00%			732,500	551,004	21,039	252,467	
12- UsBancorp #4	17/18	5 Yrs	10/15/2022	2.63%	\$ 482,200	\$ 411,132	\$ 8,546	\$ 102,552	
Distribution/Owners:	General Fund	91.91%			443,190	377,871	7,855	94,256	
	Bridge Fund	8.09%			39,010	33,261	691	8,296	
13- UsBancorp #5	17/18	7 Yrs	10/15/2024	2.78%	\$ 2,897,100	\$ 2,594,848	\$ 37,812	\$ 453,740	
Distribution/Owners:	General Fund	15.12%			438,042	392,341	5,717	68,605	
	Utility Fund	67.62%			1,959,019	1,754,636	25,568	306,819	
	Bridge Fund	13.81%			400,090	358,349	5,222	62,661	
	Golf Fund	3.45%			99,950	89,522	1,305	15,654	
14- UsBancorp #6	17/18	10 Yrs	10/15/2027	2.98%	\$ 955,000	\$ 886,188	\$ 9,163	\$ 109,957	
Distribution/Owners:	General Fund	86.39%			825,025	765,578	7,916	94,992	
	Golf Fund	13.61%			129,976	120,610	1,247	14,965	
					General Fund	\$ 11,058,852	\$ 7,377,005	\$ 101,101	\$ 1,711,314
					Utility Fund	1,959,019	1,754,636	25,568	306,819
					Bridge Fund	2,449,033	1,783,857	41,042	492,501
					Golf Fund	350,013	293,315	4,650	55,805
					Garage Fund	52,446	18,202	664	7,967
City-Wide Total					\$ 15,869,363	\$ 11,227,015	\$ 173,026	\$ 2,574,407	

CITY OF PHARR, TX
Investment Report Summary
September 30, 2018

COMPLIANCE

This report complies with the requirements of the Public Funds Investment Act as well as the City of Pharr's adopted investment policy. The City is in compliance with all provisions of the Public Funds Investment Act and the City of Pharr's investment policy. The City's investment portfolio includes activity in demand deposits only, there are no other investment tools currently being utilized.

LIQUIDITY

The greatest length of maturity for all of our investments is 592 day. The weighted average maturity including demand deposits is 6 day and 66 day without demand deposits. Both of these amounts are within legal and City requirements.

CHANGE IN BOOK AND MARKET VALUE

The investment book value was roughly \$67.8 million and had decreased by approximately \$16.9 million from the previous quarter. This decrease was expected during this quarter due to payments made to cover bond payments.

The market value of the portfolio was the same than the book value. The reason is due to demand deposits not having a market value other than its book value. All funds are in demand deposits due to our financial institution providing a much greater interest rate than any other financing tool while being fully collateralized.

PORTFOLIO YIELD

The portfolio yield of .22% was lower than the benchmark yields on the six-month T-Bill and Average Federal Funds Rate, which were 2.29% and 1.95% (per Federal Reserve website yield postings), respectively. The spread between the portfolio yield and the benchmark yield is mainly due to the depository's unfavorable interest rate. Safety and liquidity is a greater concern than yield.

INVESTMENT MATURITIES/PURCHASES

There were no investments that were purchased during the quarter.

All other transactions were routine. The attached schedules are also a part of this investment report.

Presented by City of Pharr Investment Officer:



Karla Moya, Finance Director

CITY OF PHARR, TX
Detailed Investment Report
As of September 30, 2018

Investment	Par	VALUES - June 30, 2018		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - September 30, 2018	
		Book	Market	Purchases/ Withdrawals	Accruals/ Amortizations	Purchases & Withdrawals	Change In Market Price	Book	Market
DEMAND DEPOSITS									
Pooled Cash:									
Depository Bank - Pooled Cash	\$ 30,765,950	\$ 30,765,950	\$ 30,765,950	\$ (12,349,541)	\$ -	\$ (12,349,541)	\$ -	\$ 18,416,409	\$ 18,416,409
Non - Pooled Cash:									
Depository Bank - General	537,266	537,266	537,266	40,831	-	40,831	-	578,097	578,097
Depository Bank - Utility	12,354,873	12,354,873	12,354,873	(596,327)	-	(596,327)	-	11,758,546	11,758,546
Depository Bank - Bridge	5,602,037	5,602,037	5,602,037	(116,438)	-	(116,438)	-	5,485,599	5,485,599
Depository Bank - Other	30,885,167	30,885,167	30,885,167	(3,913,993)	-	(3,913,993)	-	26,971,174	26,971,174
	\$ 80,145,293	\$ 80,145,293	\$ 80,145,293	\$ (16,935,467)	\$ -	\$ (16,935,467)	\$ -	\$ 63,209,826	\$ 63,209,826
CERTIFICATES OF DEPOSIT									
Certificates of Deposit - General	\$ 600,000	\$ 600,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
	\$ 600,000	\$ 600,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
INVESTMENT POOLS									
Tex-Pool	\$ 3,992,181	\$ 3,992,181	\$ 3,992,181	\$ 19,497	\$ -	\$ 19,497	\$ -	\$ 4,011,678	\$ 4,011,678
	\$ 3,992,181	\$ 3,992,181	\$ 3,992,181	\$ 19,497	\$ -	\$ 19,497	\$ -	\$ 4,011,678	\$ 4,011,678
	\$ 84,737,474	\$ 84,737,474	\$ 84,737,474	\$ (16,915,970)	\$ -	\$ (16,915,970)	\$ -	\$ 67,821,504	\$ 67,821,504

CITY OF PHARR, TX
Comparison of Portfolio to Policy Limits
As of September 30, 2018

<u>LIMITS ON TYPES OF SECURITIES</u>	<u>Target Investment Level</u>	<u>Portfolio Cap</u>	<u>Actual Percentage of Portfolio</u>	<u>Positive/(Negative) % Variance Policy Limits</u>
Demand Deposits	N/A	N/A	100.00%	N/A
Money Market Mutual Funds	0%	10%	0.00%	10.00%
Certificates of Deposit	10%	50%	1.21%	48.79%
U. S. Treasury Obligations	15%	100%	0.00%	100.00%
U. S. Government Securities	20%	100%	0.00%	100.00%
Repurchase Agreements	5%	100%	0.00%	100.00%
Public Funds Investment Pools	50%	100%	0.39%	99.61%
Commercial Paper	0%	25%	0.00%	25.00%
Guaranteed Investment Contracts	0%	25%	0.00%	25.00%

<u>LIMITS ON MATURITIES</u>	<u>Minimum Allowable Percentage of Portfolio</u>	<u>Actual Percentage of Portfolio</u>	<u>Positive/(Negative) % Variance Policy Limits</u>
Available within 1 month	25%	100.00%	75.00%
Available within 3 months	33%	100.00%	67.00%
Available within 6 months	45%	100.00%	55.00%
Available within 1 year	60%	100.00%	40.00%
Available within 2 years	70%	0	N/A

	<u>Maximum Allowable</u>	<u>Maximum Actual Maturity</u>	<u>Policy Limit Days Available</u>
<u>Days to Maturity</u>	730	592	138.00

CITY OF PHARR, TX
Market Value Analysis
As of September 30, 2018

CHANGES IN MARKET VALUE:

BEGINNING VALUE - June 30, 2018	\$ 84,137,474
<u>INVESTMENT ACTIVITY:</u>	<u>-</u>
Bank and Pooled Investment Deposits/(Withdrawals) - Net	<u>(16,915,970)</u>
ENDING VALUE - September 30, 2018	<u>\$ 67,221,504</u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

BEGINNING VALUE - June 30, 2018

Market Value	\$ 84,137,474
Book Value	\$ 84,137,474
Ratio of Market Value to Book Value	100.00%

ENDING VALUE - September 30, 2018

Market Value	\$ 67,221,504
Book Value	\$ 67,221,504
Ratio of Market Value to Book Value	100.00%

CITY OF PHARR, TX
Calculation of Weighted Average Maturity and Yield
As of September 30, 2018

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits					
Depository Bank - Pooled Cash	\$18,416,409	\$18,416,409	1	0.20%	27.15%
Depository Bank - General	\$578,097	\$578,097	1	0.20%	0.85%
Depository Bank - Utility	\$11,758,546	\$11,758,546	1	0.20%	17.34%
Depository Bank - Bridge	\$5,485,599	\$5,485,599	1	0.20%	8.09%
Depository Bank - Other	<u>\$26,971,174</u>	<u>\$26,971,174</u>	1	0.20%	<u>39.77%</u>
	\$63,209,826	\$63,209,826			93.20%
Certificates of Deposit					
Certificates of Deposit - General	\$300,000	\$300,000	397	1.21%	0.44%
Certificates of Deposit (2) - General	<u>\$300,000</u>	<u>\$300,000</u>	592	1.26%	<u>0.44%</u>
	\$600,000	\$600,000			0.88%
Investment Pools					
Tex-Pool	<u>\$4,011,678</u>	<u>\$4,011,678</u>	1	0.56%	<u>5.92%</u>
	\$4,011,678	\$4,011,678			5.92%
TOTAL	<u>\$67,821,504</u>	<u>\$67,821,504</u>			<u>100.00%</u>
Weighted Average Maturity					
Weighted Average Days to Maturity				5.37	
Weighted Average Days to Maturity - (excl. depository bank)				65.21	
Weighted Average Yield					
Weighted Average Yield				0.22%	
Weighted Average Yield - Operating (excluding depository bank)				0.22%	
Average Federal Fund Rate at March 31, 2018				1.95%	
Yield to Maturity of 6 month T-Bill at March 31, 2018 (secondary markets)				2.29%	

CITY OF PHARR, TX
Year To Date Investment Transaction Report
As of September 30, 2018

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Investment</u>	<u>Purchased From</u>	<u>Principal Purchase Price</u>	<u>Market Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
8/17/2016	Investment Pool	Public Funds	Tex Pool	\$3,921,500	\$4,011,678	0.56%	
7/31/2017	Certificate of Deposit	Public Funds	LSNB	\$300,000	\$300,000	1.21%	7/31/2019
5/23/2018	Certificate of Deposit	Public Funds	LSNB	\$300,000	\$300,000	1.26%	5/23/2020
Total Purchases				\$ <u><u>4,521,500</u></u>	\$ <u><u>4,611,678</u></u>		

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Investment</u>	<u>Matured From</u>	<u>Principal Purchase Price</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
Total Maturities				\$ <u><u>-</u></u>	\$ <u><u>-</u></u>		

City of Pharr
Depository Security Collateral Analysis

	July 2018		August 2018		September 2018	
	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>	<u>Highest Bal</u>	<u>Ending Bal</u>
Depository Bank - Pooled Cash	\$ 27,886,173	\$ 17,600,357	\$ 21,321,321	\$ 19,706,188	\$ 20,736,220	\$ 18,416,409
Depository Bank - General	552,378	552,378	585,216	581,930	578,097	578,097
Depository Bank - Utility	15,175,629	15,175,629	15,130,388	12,421,901	12,386,226	11,758,546
Depository Bank - Bridge	5,563,150	5,563,150	5,614,332	5,614,332	5,485,599	5,485,599
Depository Bank - Other	34,165,659	30,626,968	30,663,655	27,915,749	28,078,528	26,971,174
Depository Bank-PEDC	2,969,903	2,532,746	2,652,067	2,548,991	2,694,956	2,555,782
	\$ 86,312,892	\$ 72,051,228	\$ 75,966,980	\$ 68,789,091	\$ 69,959,626	\$ 65,765,608
LSNB - Balance	\$ 86,312,892	\$ 72,051,228	\$ 75,966,980	\$ 68,789,091	\$ 69,959,626	\$ 65,765,608
Collateral - LSNB	\$ 86,082,003	\$ 86,082,003	\$ 75,587,766	\$ 75,587,766	\$ 70,066,134	\$ 70,066,134
Over / (Under) collateral	\$ (230,889)	\$ 14,030,775	\$ (379,214)	\$ 6,798,675	\$ 106,508	\$ 4,300,526
Percent of balance *	-0.3%	19.5%	-0.5%	9.9%	0.2%	6.5%

* Highest Balance collateral in negative due to fluctuation in daily activity from Pooled Cash and PEDC accounts.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: December 4, 2018

MEETING DATE: December 10, 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 - 12/04/2018

Omar Anzaldua

Approved - 12/07/2018

City Management Office

Final Approval - 12/07/2018

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**
- ☐ **Downtown Pharr Lights (Polk to IH-2)**
- ☐ **Downtown Park**
- ☐ **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.**
- ☐ **St. Jude Overflow Parking**
- ☐ **Fire Station No. 1**

Construction Phase

- ☐ **Jackson Rd. - Right Turn Lane Construction Project**
- ☐ **Thomas Rd. Intersection Widening**
- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold Park**
- ☐ **Dr. Long Park**
- ☐ **Fire Station No. 4**
- ☐ **Pepe Salinas Civic Center Relocation**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans**
- ☐ **Pharr Sports Complex and Witten Park Dugouts**
- ☐ **Moore Rd. 24" Sanitary Sewer Line Project**
- ☐ **Manhole Rehabilitation Project**
- ☐ **Victor Garcia Skate Park**

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:	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
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

DESIGN PHASE

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:	Construction 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:	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)	45
Notice to Proceed	10/11/2018	Contract Time Used:	126.67%

Description: The addition of a right-turn lane for TOPGOLF exit

Status:

Pictures:



CONSTRUCTION PHASE

Project Name:	Thomas Rd. Intersection Widening		
Engineer	R. Gutierrez		
Contractor	M.J.A. Construction		
Contract Amount	\$254,658	Contract Time (Days)	55
Notice to Proceed	11/28/2018	Contract Time Used:	16.36%
Description: Widening of the Thomas Road Intersections at Cage Blvd. and Jackson Rd.			
Status: Project began November 28, 2018			
Pictures: (None)			

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:	107.41%

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:	107.41%
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:	107.41%
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:	107.41%
Description: Construction of a new Fire Station in South Pharr			
Status: Construction is ongoing.			
Pictures:			

CONSTRUCTION PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	\$3,200,000	Contract Time (Days)	240
Notice to Proceed	10/1/2018	Contract Time Used:	27.92%
Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building			
Status: Construction is Ongoing			
Pictures:			

CONSTRUCTION PHASE

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	SG&E		
Contractor	FSSI		
Contract Amount	\$304,645	Contract Time (Days)	210
Notice to Proceed	9/5/2018	Contract Time Used:	44.29%
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 ongoing			
Pictures:			

CONSTRUCTION PHASE

Project Name:	City of Pharr Parks and Recreation Dugouts for Pharr Sports		
Architect	Alvarado Architects		
Contractor	Arell Construction		
Contract Amount	\$295,000	Contract Time (Days)	90
Notice to Proceed	9/5/2018	Contract Time Used:	103.33%
Description: Construction of 8 new dugouts at Pharr Sports Complex and Witten Park			
Status: Construction is ongoing			
Pictures:			
			

CONSTRUCTION PHASE

Project Name:	Moore Rd. 24" Sanitary Sewer Improvements		
Engineer	In-House (Pharr Engineering Dept.)		
Contractor	Saenz Brothers Construction		
Contract Amount	\$799,288	Contract Time (Days)	60
Notice to Proceed	10/31/2018	Contract Time Used:	61.67%
Description: Construction of aroximately 2,300 feet of new 24" Sanitary Sewer Line			
Status: Construction is ongoing			
Pictures:			
			

CONSTRUCTION PHASE

Project Name:	Manhole Rehabilitation Project		
Engineer	In-House (Pharr Engineering Dept.)		
Contractor	Southern Trenchless, LLC		
Contract Amount	\$223,962	Contract Time (Days)	90
Notice to Proceed	12/3/2018	Contract Time Used:	4.44%
Description: Rehabilitation of approximately 46 manholes			
Status: Construction is just beginning			
Pictures:			

CONSTRUCTION PHASE

Project Name:	Victor Garcia Skate Park		
Engineer	Spa Skateparks		
Contractor	Spa Skateparks		
Contract Amount	\$300,000	Contract Time (Days)	180
Notice to Proceed	7/31/2018	Contract Time Used:	71.67%

Description: Construction of a new Skatepark at Victor Garcia Park

Status: Construction is substantially complete

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.C.

DATE SUBMITTED: December 7, 2018

MEETING DATE: December 10, 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 - 12/07/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: December 7, 2018

MEETING DATE: December 10, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for November 5, 2018 Regular Called Meeting and November 19, 2018 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 12/07/2018
Final Approval - 12/07/2018

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

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, November 5, 2018 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Mario Bracamontes

STAFF PRESENT: Edward Wylie, Interim City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Rina Rodriguez, Media
Karla Moya, Finance Director
Yessenia Ennis, HR
Marissa Hernandez, Municipal Judge
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, 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.
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. Guajardo **moved** to excuse the absent member. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING VETERAN'S DAY (EVENTS CENTER)

Comm. Carrillo read proclamation proclaiming November 11, 2018 as Veteran's Day. Lucio Gaitan from American Legion Post #101 and Orlando Izquierdo from VFW received the proclamation and thanked the Board for the recognition.

B) PROCLAMATION PROCLAIMING MUNICIPAL COURT WEEK (MUNICIPAL COURT)

Mayor Hernandez read proclamation proclaiming November 5-9, 2018 as Municipal Court Week. Marissa Hernandez, Municipal Judge, and staff received the proclamation. Ms. Hernandez stated this was the first year celebrating municipal court week and thanked them for the recognition.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Crisanto Garcia, 3700 Silver Lane, thanked the Board for a good job and voiced his concern with weedy lots and mosquitos.

Kenneth C. Fletcher spoke about fire codes not being enforced and stated he would present a signed petition to move the lamp in front of City Hall to the Boys & Girls Club Las Milpas.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR OCTOBER 2018

Edward Wylie, Interim City Manager, introduced the sales tax collection report for the month of October. He stated sales tax were up 13.89% and overall the city was number one in the region.

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR SEPTEMBER 2018

Edward Wylie, Interim City Manager, introduced the property tax collection report for the month of September and stated taxes were at 96.16%, which was an increase of 0.22% from last year.

C) CITY ENGINEER'S REPORT

Edward Wylie, Interim City Manager, stated the City Engineer's report was in their packets and any questions could be entertained at this time. There were no questions.

D) EVENTS OF INTEREST

Edward Wylie, Interim City Manager, reported the City of Pharr received the Transparency Star in Debt Obligations award from the Texas Comptrollers' Office and congratulated Finance staff.

Edward Wylie, Interim City Manager, reported an Open House and Ribbon Cutting for Terracon would take place on November 10, 2018 at 1506 Mid Cities Dr., in Pharr. He also announced the 2nd Annual Welcome Back Winter Texas Golf Tournament would take place on December 10, 2018 at Tierra Del Sol Golf Club.

Edward Wylie, Interim City Manager, reported on upcoming events at the Pharr Events Center and invited everyone to participate and attend the Veterans Day Parade would be held on Saturday, November 10, 2018 in downtown Pharr.

Lastly, Edward Wylie, Interim City Manager, reported the Fire Department received a grant from the State Homeland Security Grand Program for \$11,504.15 for the purchase of Hazardous Materials Equipment.

ITEM 5. 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)

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

- 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)**
- 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)**

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

- 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, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A LIMITED INDUSTRIAL DISTRICT (L-I).THE PROPERTY IS LEGALLY DESCRIBED AS BEING 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**
 - 2. CROWN CASTLE, REPRESENTING SPRINT, REQUESTED 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, REQUESTED 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**

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

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, REQUESTED 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, REQUESTED 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

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

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

Ordinance No. O-2018-40 and Resolution No's. R-2018-58, R-2018-59, R-2018-60, R-2018-61, and R-2018-62 are filed with the City Clerk's Office.

At this time, Edward Wylie, Interim 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 4:24 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.

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

Comm. Caballero left the meeting at this point of the agenda. The time being 5:19 p.m.

ITEM 11. RECONVENE

The time being 6:20 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

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 (3RD AND FINAL READING) (HR)

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

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

Ordinance No. O-2018-41 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING AN ANNUAL REGISTRATION AND INSPECTION PROCESS FOR MULTI-FAMILY DWELLINGS (3RD AND FINAL READING) (DEVELOPMENT SERVICES)

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

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

Ordinance No. O-2018-42 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-28 (PUBLIC COMMENTS) (2ND READING) (ADMINISTRATION)

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

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

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

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2010-30 REVISING AND UPDATING THE ACCOUNTING POLICIES AND PROCEDURES (1ST READING) (FINANCE)

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

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

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING THREE (3) MEMBERS TO THE TIERRA DEL SOL GOLF COURSE ADVISORY BOARD (PARKS)

Edward Wylie, Interim City Manager, introduced the item. He stated there was a typo on the agenda and all three (3) members wished to be re-appointed.

Comm. Carrillo **moved** to approve to re-appoint Xavier Garcia, Jaime Villarreal, and Rudy Martinez to the Tierra Del Sol Golf Course Advisory Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-63 is filed with the City Clerk's office.

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)

Edward Wylie, Interim City Manager, introduced the item and stated all members wished to be re-appointed with the exception of Leonila Izaguirre. He stated Claudia Garcia expressed interest in serving.

Comm. Carrillo **moved** to approve to appoint Claudia Garcia and re-appoint Emma Rosales-Garcia, Keta Brewster, Anita Vela, Olga L. Cardoza, Mary Q. Gonzalez, Aida Escobar, and ex-officio member Comm. Eleazar Guajardo to the Library Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-64 is filed with the City Clerk's office.

ITEM 7. ADMINISTRATIVE:

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

**A) APPROVAL OF CERTIFIED APPRAISAL ROLLS AS OF JULY 25, 2018
(FINANCE)**

Edward Wylie, Interim City Manager, introduced the item. He stated the total tax levy for 2018 was \$19,278,100.58 and recommended approval.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 1
AND ACCEPTANCE OF THE 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)**

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

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

**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)**

Edward Wylie, Interim City Manager, introduced the item. He briefly stated there was an existing gas line right of way south of Hi Line Road and the City needed permission to construct roadway improvements over the existing right of way. He further recommended approval.

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

**D) CONSIDERATION AND ACTION, IF ANY, 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)**

Edward Wylie, Interim City Manager, introduced the item and briefly stated the City needed to acquire right of way that would connect FM 495 to west bound IH-2

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

Frontage Road due to the upcoming widening of the IH-69/IH-2 Interchange. He further recommended approval.

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

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)

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

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

F) CONSIDERATION AND ACTION, IF ANY, ON ACCESS EASEMENT AGREEMENT FOR LOTS 1 AND 2, LONE STAR BANK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (ADMINISTRATION)

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

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

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)

Edward Wylie, Interim City Manager, introduced the item and stated no action was necessary.

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)

Edward Wylie, Interim City Manager, introduced the item and stated no action was necessary.

I) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON THE APPOINTMENT AND HIRING OF A POLICE CHIEF (ADMINISTRATION)

Edward Wylie, Interim City Manager, introduced the item and stated no action was necessary.

ITEM 8. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, RATIFYING THE PURCHASE TWO (2) POLICE CANINES (PROJECT NO. 1718-01-512-P060-006) (POLICE)

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

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

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)

Edward Wylie, Interim City Manager, introduced the item. He stated the play structures would be installed at Allen & William Arnold and Dr. William Long City/School Parks and recommended approval.

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

ITEM 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)

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

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

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

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)

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT EXTENSION WITH HIDALGO COUNTY EMS FOR 9-1-1 EMERGENCY MEDICAL SERVICES (FIRE)

Edward Wylie, Interim City Manager, introduced the item and recommended approval as discussed in closed session.

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

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)

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

Comm. Guajardo **moved** to approve. Comm. Chavez seconded the motion.

Comm. Carrillo asked if there were enough canines to service the agencies. Jose Luengo, Police Chief responded yes.

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

E) CONSIDERATION AND ACTION, IF ANY, ON SUBSCRIPTION AGREEMENT WITH LEXIS NEXIS FOR SERVICES (LEGAL)

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

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

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

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)

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

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

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)

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

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

H) CONSIDERATION AND ACTION, IF ANY, ON PROPOSAL FROM DECIBEL COMMUNICATIONS FOR SPONSORS FOR THE 2018 PHARR CHRISTMAS POSADA (EVENTS CENTER)

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

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

I) CONSIDERATION AND ACTION, IF ANY, ON PROPOSAL FROM CIRCO HERMANOS VAZQUEZ FOR RENTAL OF ICE SKATING RINK FOR THE CHRISTMAS HOLIDAYS (EVENTS CENTER)

Edward Wylie, Interim City Manager, introduced the item and recommended approval pending insurance.

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

J) CONSIDERATION AND ACTION, AWARDED LEASE PURCHASE CONTRACT TO US BANCORP GOVERNMENT LEASING AND FINANCE, INC. (PROJECT #1718-01-511-S023-010) (FINANCE)

Edward Wylie, Interim City Manager, introduced the item. He briefly stated this was for the upgrade of Bridge camera system and recommended approval.

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

K) CONSIDERATION AND ACTION, IF ANY, AWARDED SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF CONCRETE MIX (PROJECT #1718-01-528-IPQ044-126) (PUBLIC WORKS)

Edward Wylie, Interim City Manager, introduced the item and stated this was for city use. He further recommended approval.

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

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)

Edward Wylie, Interim City Manager, introduced the item and recommended the low bidder Southern Trenchless, LLC.

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

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)

Edward Wylie, Interim City Manager, introduced the item and recommended Texas Land Reclamation dba UTW Collection Services, LLC.

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

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)

Edward Wylie, Interim City Manager, introduced the item and briefly stated this would be for upgrades in the AC system and energy efficiency projects. He further recommended approval.

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

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)

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

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

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)

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

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

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)

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

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

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)**

Edward Wylie, Interim City Manager, introduced the item. He briefly stated utility lines were in conflict with the proposed park tunnels and the City needed to relocate those utilities. He further recommended approval.

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

**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)**

Edward Wylie, Interim City Manager, introduced the item. He stated the gun range on East Moore Road was in conflict with the proposed park project and Hidalgo County has agreed to relocate the gun range at the County's expense. He further stated the gun range would become a park owned by the city and recommended approval.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:37 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 5th DAY OF NOVEMBER 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

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

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:

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, NOVEMBER 19, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, November 19, 2018 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Mario Bracamontes

STAFF PRESENT: Edward Wylie, Interim City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Judge
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Fred Brouwen, Asst. Bridge Director
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 4:03 p.m. Roll call established a quorum.

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

Comm. Guajardo **moved** to excuse the absent member. Comm. Medina 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 NATIONAL RUNNING SAFETY MONTH (ADMINISTRATION)

Mayor Hernandez read proclamation proclaiming November 2018 as National Running Safety Month.

Armando Garza, Hidalgo County Precinct 2, received the proclamation and invited everyone to attend the groundbreaking for the Precinct 2 Hike and Bike Trail on November 28, 2018. He spoke about the new safety features to include safety tunnels and thanked the City of Pharr for their partnership and support on this project.

At this time, Edward Wylie, Interim City Manager, deviated from the agenda and go to Item 4. There was no objection.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR NOVEMBER 2018 (FINANCE)

Edward Wylie, Interim City Manager, introduced the sales tax collection report for the month of November and stated sales tax were up 15.21% from this same time as last year. He stated the city was number three for the month and number one in the region.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR OCTOBER 2018 (FINANCE)

Edward Wylie, Interim City Manager, introduced the property tax collection report for the month of October and stated taxes were up 1.08%. He stated this was an increase from last year.

C) CITY EVENTS OF INTEREST

Edward Wylie, Interim City Manager, reported the Pharr Economic Development Corporation would be hosting a Ribbon Cutting for Smokin Moon BBQ & Beer Garden on November 20, 2018 at 11:00 a.m. at 1617 W. Polk Avenue and invited everyone to attend.

Edward Wylie, Interim City Manager, reported the City of Pharr and Hidalgo County Precinct 2 Groundbreaking for Safety Tunnels at Regional Hike & Bike Trail would take place on November 28, 2018 at 11:00 a.m. at Veterans Road and the canal bank located next to P.S.J.A. school. He extended an invitation to everyone to attend.

Edward Wylie, Interim City Manager, reported the Pharr Economic Development Corporation and the Mexican Consulate would host a welcoming reception for the Mexican State of Zacatecas on November 29, 2018 at 8:00 a.m. at Hotel International Bridge. He stated the Zacatecas Mision Comercial 2018 was for them to learn the process of exporting their products and options to invest in the city of Pharr.

Edward Wylie, Interim City Manager, reported on upcoming events at the Pharr Events Center and informed the Commission the Fire Department would be having their Annual Turkey Giveaway on November 21, 2018 at Fire Station #2 located at 120 W. Cherokee St. from 3:00 p.m. to 7:00 p.m. He stated the Fire Department along with local School Districts have identified some needy families in need of a Thanksgiving meal and welcomed the Mayor, Commission and staff to participate on this special day.

Lastly, Edward Wylie, Interim City Manager, reported the City of Pharr would be having the Annual Christmas Posada on December 1, 2018 from 5:00 p.m. to 10:00 p.m. in Downtown Pharr. He announced there would be games, an ice rink, a snow slide, and Santa Claus. He invited everyone to attend.

ITEM 5. CONSENT AGENDA

- A) CONSIDERATION AND ACTION ON SPONSORSHIP IN THE AMOUNT OF \$3,000 FOR THE ANNUAL RENAISSANCE CANCER FOUNDATION GALA TO BE HELD ON SUNDAY, DECEMBER 2, 2018 (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION ON SPONSORSHIP IN THE AMOUNT OF \$300 FOR ROLANDO PACHECO MCALLEN BALLET FOR ADVERTISING IN THEIR CHRISTMAS CAROL PRODUCTION PROGRAM BOOK (ADMINISTRATION)**

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

- C) CONSIDERATION AND ACTION ON REQUEST FROM RAUL LONGORIA ELEMENTARY FOR STREET CLOSURES FOR SCHOOL FUNDRAISER AND REQUEST ASSISTANCE FROM PHARR POLICE DEPARTMENT FOR TRAFFIC/SAFETY CONTROL (POLICE)**
- D) CONSIDERATION AND ACTION ON REQUEST FROM THE ROTARY CLUB OF PHARR TO WAIVE RENTAL FEES OF THE PHARR EVENTS CENTER ON WEDNESDAY, DECEMBER 12, 2018 FROM 8:30 A.M. - 3:30 P.M. FOR THEIR ANNUAL SPECIAL NEEDS CHRISTMAS PARTY (EVENTS CENTER)**
- E) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
- 1. GABRIELA'S HEAVENLY WINGS, D/B/A WINGSTOP RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2, PLEASANTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2211 SOUTH CAGE BOULEVARD, SUITE 105. CUP#100934**
 - 2. TOPGOLF USA PHARR, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.27 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOT 3, PHARR CITRUS ORCHARD CO. SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1900 BLOCK OF WEST INTERSTATE HIGHWAY 2. CUP#170846**
 - 3. DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC, REPRESENTING LYNN TRACT, LP, A TEXAS LIMITED PARTNERSHIP, REQUESTED A CHANGE OF ZONE FOR THE FOLLOWING TRACTS OF LAND: TRACT 1:A 0.727 ACRE TRACT OF LAND OUT OF LOT 203, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS; TRACT 2:A 6.788 ACRE TRACT OF LAND OUT OF LOT 202 AND 203, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS; TRACT 3:A 5.360 ACRE TRACT OF LAND OUT OF LOT 203, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. COZ# 181069**
 - 4. MARIA ISABEL ARANDA REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO NEIGHBORHOOD COMMERCIAL DISTRICT (N-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 16 & 17, BLOCK 10, EVANS SUBDIVISION NO. 4, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 253 WEST THOMAS ROAD. COZ#181070**
 - 5. QUINTA REAL EVENTS, LLC. REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.18 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 1 AND 2, SAVE AND EXCEPT THE S32' OUT OF LOT 2, SING'S SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2620 SOUTH GARDENIA STREET. CUP#180864**

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

PLATS:

1. **MELDEN & HUNT, INC., REPRESENTING LARRY SCHNEIER, SENIOR V.P., OF PHARR TERMINALS LLC, REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED TRI-NATIONAL SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A RESUBDIVISION OF 2.574 ACRES OUT OF LOT 100, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 200 BLOCK OF EAST NOLANA LOOP (FM 3461). SUB#181032**
2. **MELDEN & HUNT, INC., REPRESENTING BEATRICE QUESADA, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED QUESADA PLAZA SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A RESUBDIVISION OF 0.380 OF ONE ACRE OUT OF LOT 99, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 500 BLOCK OF EAST NOLANA LOOP. SUB#180614**

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

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

Ordinance No's. O-2018-43 and O-2018-44 are 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-2015-28 (PUBLIC COMMENTS) (3RD AND FINAL READING) (ADMINISTRATION)**

Edward Wylie, Interim City Manager, introduced the item and recommended item be discussed in closed session.

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2010-30 REVISING AND UPDATING THE ACCOUNTING POLICIES AND PROCEDURES (2ND READING) (FINANCE)**

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

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

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE A PORTION OF STREET RIGHT-OF-WAY BEING A PORTION OF WEST NEWCOMBE (PARK) AVE., PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS (ADOPTION ON 1ST READING) (DEVELOPMENT SERVICES)**

Edward Wylie, Interim City Manager, introduced the item and briefly stated the portion of the street was north of City Hall, between City Hall and Church's Chicken and this was for the new downtown park. He further recommended approval.

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

Ordinance No. O-2018-46 is filed with the City Clerk's Office.

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF U.S. 281 (CAGE BLVD.) FROM OLD BUSINESS 83 TO KELLY AVE. FOR THE ANNUAL CHRISTMAS POSADA EVENT ON DECEMBER 1, 2018 (PUBLIC WORKS)**

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

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

Resolution No. R-2018-65 is filed with the City Clerk's Office.

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY OF PHARR EXPENDITURES REIMBURSEMENT ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCING FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS (FINANCE)**

Edward Wylie, Interim City Manager, introduced the item. He briefly stated the City financed monies for the upgrade of the camera safety system at the Pharr International Bridge and the resolution was to reimburse the city for the incurred expenses. He further recommended approval.

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

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

Resolution No. R-2018-66 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING APPLICATION SUBMISSION AND COMMITMENT OF LOCAL MATCH AND LOCAL OVERMATCH FOR THE "PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT PHASE II" UNDER THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION'S (HCMPO) FISCAL YEAR 2019-2020 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) (ENGINEERING)

Edward Wylie, Interim City Manager, introduced the item. He explained this was for the Tri-City sidewalks phase II between Pharr, San Juan and Alamo. He stated the local match commitment was 20% for \$237,600 and each city would be responsible for the local match corresponding to the portion of the project. He further recommended approval.

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

Resolution No. R-2018-67 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING AND SUPPORTING THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL TO SUBMIT A GRANT APPLICATION TO THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION'S (HCMPO) FISCAL YEAR 2018-2019 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) TO SUPPORT THE HIDALGO COUNTY ACTIVE MOBILITY PLAN (ENGINEERING)

Edward Wylie, Interim City Manager, introduced the item and stated this was in support of the Hidalgo County Metropolitan Planning Organization (HCMPO) to seek funding for the planning of new Hike & Bike Trail to connect all the Hidalgo County area. He recommended approval.

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

Resolution No. R-2018-68 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING AND SUPPORTING THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL TO SUBMIT A GRANT APPLICATION TO THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION'S (HCMPO) FISCAL YEAR 2018-2019 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE FUNDING TO SUPPORT THE REGIONAL BCYCLE BIKESHARE PROGRAM (ENGINEERING)

Edward Wylie, Interim City Manager, introduced the item. He briefly stated this was in support of the new Regional Bicycle Bikeshare program thru the Hidalgo County Metropolitan Planning Organization (HCMPO) and recommended approval.

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

Resolution No. R-2018-69 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON NOMINATIONS FOR THE 2019 RIO GRANDE VALLEY WALK OF FAME (ADMINISTRATION)

Edward Wylie, Interim City Manager, introduced the item.

Comm. Carrillo **moved** to nominate Edward Wylie. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO USE THE INTERLOCAL PURCHASING SYSTEM (TIPS) PURCHASING COOPERATIVE TO NEGOTIATE AND APPROVE A CONTRACT FOR SITE DEMOLITION WORK AT THE PROPOSED NORTHSIDE AND SOUTHSIDE DOWNTOWN PARKS (PARKS)

Edward Wylie, Interim City Manager, introduced the item and stated the Commission had approved to design construction of two parks in Downtown Pharr, one on the north side of city hall and one on the south side of city hall. He added this would be fulfillment for the demolition work and recommended approval.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FOR RESIDENTIAL INCENTIVE PROGRAM FOR PROPERTY LEGALLY DESCRIBED AS BEING A 17.727 ACRES OF LAND, MORE OR LESS, BEING OUT OF LOT 90, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)**

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

ITEM 8. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE CONTRACT WITH RUBEN ESCOBAR OF DISEÑO, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DESIGN OF A DOWNTOWN PARK. (PROJECT #1718-01-522-S005-001) (PARKS)**

Edward Wylie, Interim City Manager, introduced the item. He stated this was for additional light amenities for the downtown gateway and recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO APPROVE THE AMENDMENT TO THE CONTRACT WITH NEXTEL OF TEXAS, INC. FOR THE FREQUENCY RECONFIGURATION AGREEMENT (IT)**

Edward Wylie, Interim City Manager, introduced the item and stated certain frequencies needed to be updated since they have not been vacated by Mexico. He stated Nextel was exchanging some of our frequencies to a much more clear frequency and recommended approval.

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

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO CONTINUE MAINTENANCE AND SUPPORT SERVICES AGREEMENT WITH FRONTERA CONSULTING FOR THE SOUTH PHARR PILOT WIFI PROJECT (PROJECT #1819-01-518-IPQ008-001) (IT)**

Edward Wylie, Interim City Manager, introduced the item and stated this was for the South Pharr Pilot WIFI project to continue providing provide internet services for another year. He stated fifty (50) homes have been online and receiving internet services after being selected by PSJA ISD as having children in school and being low-

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

income families and the maintenance fee was \$39,000 annually. He further recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, RATIFYING AWARD OF SERVICE CONTRACT FOR SLUDGE MANAGEMENT SERVICES WITH DENALI WATER SOLUTIONS. (PROJECT #1718-60-582-S026-197) (PUBLIC UTILITIES)

Edward Wylie, Interim City Manager, introduced the item. He briefly stated the City of Pharr had gone out for bids and Denali Water Solutions had been the lowest bidder and recommended approval for a one-year extension.

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

At this time Edward Wylie, Interim City Manager, stated they would 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.

Comm. Chavez entered the meeting at this point of the agenda. The time being 4:30 pm.

ITEM 11. RECONVENE

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

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-28 (PUBLIC COMMENTS) (3RD AND FINAL READING) (ADMINISTRATION)

Edward Wylie, Interim City Manager, re-introduced the item and recommended approval as discussed in closed session.

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

Ordinance No. O-2018-45 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

C) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FOR RESIDENTIAL INCENTIVE PROGRAM FOR PROPERTY LEGALLY DESCRIBED AS BEING A 17.727 ACRES OF LAND, MORE OR LESS, BEING OUT OF LOT 90, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

Edward Wylie, Interim City Manager, re-introduced the item and recommended approval as discussed in closed session.

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

ITEM 9. LEGAL

A) CONSULTATION AND ACTION, IF ANY, ON ENVIROLITE SOLUTIONS (ADMINISTRATION)

Edward Wylie, Interim City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

Crisanto Garcia spoke about the parking lot of Trancasa and a weedy lot he reported in his neighborhood.

Janie Melendez thanked the City of Pharr for the completion of the Boys and Girls Club facility and stated hopefully, the City of Pharr would not charge them too much for the construction work done.

Kenneth Fletcher spoke on public comments ordinance and issues at Top Golf with TCEQ.

Lorena Singh spoke about public comments ordinance and voiced her concerns on conflict of interest regarding the work done at Boys & Girls during the October 8, 2018 Special Called Meeting.

Fern McClaugherty also spoke about public comments and thanked the Commission for the completing of construction done at the Boys & Girls Club.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:18 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 19th DAY OF NOVEMBER 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

MINUTES: REGULAR CALLED MEETING
NOVEMBER 5, 2018

(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 #: 4.B.

DATE SUBMITTED: November 26, 2018

MEETING DATE: December 10, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action on Resolution ratifying meeting date of the City Commission meeting of Monday, December 3, 2018.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Meeting of the Pharr Board of Commissioners scheduled for Monday, December 3, 2018 was cancelled and re-scheduled for Monday, December 10, 2018 at 4:00 p.m. at the Pharr Events Center.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 11/26/2018
Approved - 12/03/2018
Final Approval - 12/07/2018

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N
NO: R-2018-

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

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

WHEREAS, The City Commission Regular Meeting of Monday, December 3, 2018 was cancelled and needs to be re-scheduled. Nothing herein is intended to prevent the calling of a special called meeting of the Board of Commissioners of the City of Pharr, Texas if circumstances require the holding of such meeting.

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

The City Commission Meeting of Monday, December 3, 2018 be cancelled and re-scheduled to Monday, December 10, 2018 at the Pharr Events Center, 3000 N. Cage Blvd., Pharr, Texas.

The Board of Commissioners ratifies the action of meeting on Monday, December 10, 2018.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR this the 10th day of December, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: November 27, 2018

MEETING DATE: December 10, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on ratifying Memorandum of Understanding between Pharr Police Department and UNIDAD Coalition for the 2018 Uniting Neighbors in Drug Abuse Defense (UNIDAD).

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 UNIDAD Coalition

What: Renew the 2018 memorandum of understanding

When: This collaborative agreement will be enforced from September 1, 2018 through August 31, 2019. The MOU can be terminated by submitting written request.

Where: Hidalgo County

Why: The collaboration will increase prevention efforts focusing on reducing underage drinking, prescription drug abuse, synthetic, and marijuana use in Hidalgo County.

Financial Consideration: No fiscal consideration as this time.

Staff Recommendation: I recommend approval.

Alternatives: N/A

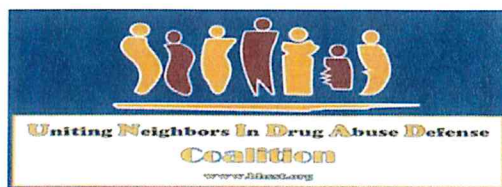
ROUTING:

Jose Luengo
Patricia Rigney

Created/Initiated - 11/27/2018
Approved - 12/03/2018

City Management Office

Final Approval - 12/07/2018



UNITING NEIGHBORS IN DRUG ABUSE DEFENSE UNIDAD COALITION

*Eddie Quintanilla,
Chair*

*Olivia Perez,
Vice-Chair*

*Ana Verley,
Secretary*

*Melissa Alviar,
Treasurer*

5510 N. Cage Blvd., Ste. R
Pharr, TX 78577
Phone: (956) 787-0004 Ext. 15
Fax: (956) 781-2233

A Hidalgo County coalition effort of the Behavioral Health Solutions of South Texas

Memorandum of Understanding

The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Coalition's mission is to promote a drug free environment in Hidalgo County by bringing communities together through collaborative efforts. The UNIDAD Coalition and Pharr Police Department (representing the Law Enforcement sector) agree to collaborate to increase prevention efforts focusing on reducing underage drinking, prescription drug abuse, synthetic, and marijuana use in Hidalgo County. Our collaborative efforts will serve to enhance community-planned and implementation of comprehensive prevention activities.

Our commitment to this collaboration will consist of the following:

1. UNIDAD Coalition Staff will coordinate with UNIDAD Coalition members to conduct monthly coalition meetings; notify members in advance of coalition meeting schedule;
2. UNIDAD Coalition Staff will coordinate and provide training specific to coalition functions and focus;
3. Pharr Police Department agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful prevention activities are rendered. Activities to be completed by Pharr Police Department include:
 - a. Attending all meetings related to sub-committee involvement
 - b. Provide assistance with epidemiological efforts
 - c. Provide assistance with media and education efforts
4. The UNIDAD Coalition Staff and Pharr Police Department will cooperate fully by:
 - Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
 - Offer networking assistance to strengthen prevention efforts in our community.
 - Refer individuals and/or agencies to each other for presentations and/or applicable resources.

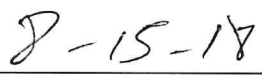
5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).
6. Funding for these services is provided by a grant from the Texas Health and Human Service Commission and no other fees or cost will be incurred by the Pharr Police Department.
7. This collaborative agreement will be enforced from September 01, 2018 through August 31, 2019 and may be amended or terminated by either party by submitting a written request at any time.

Chief Jose Luengo
Pharr Police Department

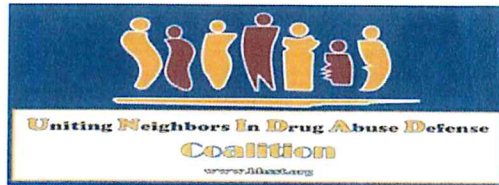
Date



Eddie Quintanilla
Chairperson
UNIDAD Coalition



Date



UNITING NEIGHBORS IN DRUG ABUSE DEFENSE UNIDAD COALITION

*Eddie Quintanilla,
Chair*

*Olivia Perez,
Vice-Chair*

*Ana Verley,
Secretary*

*Melissa Alviar,
Treasurer*

5510 N. Cage Blvd., Ste. R
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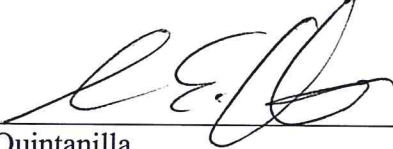
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7. This collaborative agreement will be enforced from September 01, 2018 through August 31, 2019 and may be amended or terminated by either party by submitting a written request at any time.

Chief Jose Luengo
Pharr Police Department

Date



Eddie Quintanilla
Chairperson
UNIDAD Coalition



Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 10, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on agreement between City of Pharr and South Star Security for continued security guard services at the Pharr Events Center. (PROJECT #1819-01-530-IPQ018-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The contract between City of Pharr and South Star Security provides for an option a year-to-year service agreement after contract expires on December 1, 2018 if vendor expresses interest in servicing the Pharr Events Center on a year-to-year basis. Juan Ayala, owner of South Star Security has expressed an interests in serving this final year. The contract expired December 1, 2018.

Historically the City of Pharr has spent approximately \$7,000 annually.

Financial Consideration: Fiscal consideration, if approved, would be \$16 an hour for the duration of events requiring South Star Security service at the Pharr Events Center.

Staff Recommendation: Staff Recommends Approval of a one (1) year extension. (Services are to be rendered on an "as needed" basis." Contract Term: December 1, 2018 through December 1, 2019.

Alternatives: Alternative would be to deny this recommendation.

ROUTING:

Gary Rodriguez

Created/Initiated - 12/05/2018

Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Approved - 12/06/2018
Approved - 12/06/2018
Approved - 12/07/2018
Final Approval - 12/07/2018

IN-HOUSE SECURITY COMPANY AGREEMENT

This Agreement is made and entered into as of this 1st day of December 2015, by and between South Star Security Service herein referred to as "Contractor" and The City of Pharr, herein referred to as "Customer."

WITNESSETH

WHEREAS, the Contractor is in the business of furnishing security services, which include providing security guards and other methods of protection.

WHEREAS, the Customer desires the Contractor to supply such security services.

Now, therefore, the Customer and Contractor mutually agree as follows:

1. TERM:

This Agreement shall commence on December 1st, 2015 and continue for a period of 3 years until this December 1st, 2018. The City of Pharr reserves the unilateral right and option to extend the life of the contract yearly thereafter on a mutually acceptable basis.

2. AFFECTED PREMISES:

Contractor shall furnish security services at:

City of Pharr
Boggus Ford Events Center
3000 North Cage Blvd.
Pharr, Texas 78504

Contractor also agrees to furnish security services at the following City events, at locations to be determined by Customer:

- City Christmas Party for Employees-Contractor is to provide four (4) unarmed guards at no charge, for the duration of the event.
- City HubPhest- Contractor is to provide ten (10) unarmed guards at no charge, each guard is to be provided for eight (8) hour shifts each.

Additional Affected Premises may be added by written Customer request and will be under this Agreement.

3. SERVICES:

Contractor and its security officers agree to provide the following security services at the Customer's business premises, and other locations as applicable:

- a) Security Guards will report in full police-like uniform.
- b) Seek to guard and protect the Customer's building, property, and the property of its customers and guests according to Customer's specific security guard duties and according to Contractor's policies and procedures. (Copy of Security Guard Policy and Responsibilities attached as Exhibit A).
- c) Seek to follow duties, policies, and procedures, as instructed either verbally or in writing at the job site by Contractor or Customer or its designated representative.
- d) Seek to immediately report any unusual incidents or hazardous conditions to representatives designated by the Customer.
- e) Seek to contact the Police Department, Fire Department, or Emergency Care Services when necessary.
- f) Seek to submit a written Activity Report, as outlined, to representatives designated by the customer, covering all incidents involving a deviation from normal activity and any hazardous conditions observed.

In addition, Contractor's security personnel will seek to perform other specific duties in accordance with either verbal or written instructions as agreed upon between Customer and Contractor.

4. FEES:

Contractor agrees to provide security officers at the Customer's business premises for fees as set forth below:

- For Ticketed and Non-Ticketed Concerts, Community Events, and Schools will be charged at \$15.00 per guard/per hour. (Said rate is to increase by \$1.00 on January 1, 2017).
- For Promoters, Private Individuals, and/or Firms renting or borrowing the Boggus Ford Events Center: Unarmed guards will be provided at \$15.00 per hour/per guard. (Said rate is to increase by \$1.00 on January 1, 2017).
- *Time and a Half* will be charged for all services occurring on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5. PAYMENT:

Contractor will invoice monthly, by email to Gary Rodriguez at gary.rodriguez@pharr-tx.gov. Customer shall pay Contractor monthly upon receiving invoice by mailing payment to: South Star Security Services, Attn: Juan Ayala, 802 W. Del Oro Lane, Pharr, Texas 78577.

6. TRAINING AND SELECTION OF SECURITY OFFICERS:

Contractor certifies that all security personnel assigned to any of Customer's properties under this Agreement shall, at a minimum, have successfully completed all required training courses, if any, necessary to be licensed, and have been carefully screened to ensure their appropriateness to be assigned to perform the duties set forth in this Agreement.

7. INDEPENDENT CONTRACTOR:

All security personnel will be employees of Contractor and will not be entitled to any benefits provided by the Customer to its employees, including, but not limited to, vacation payments, group insurance plans, retirement health care, or sick pay. Contractor shall pay all wages, provide all benefits, pay all Social Security Taxes, Federal and State Unemployment Insurance, and similar taxes and fees relating to such employees. Customer shall not be responsible for withholding income or other taxes from payments made to the company. Company shall be solely responsible for maintaining all payroll records and reports required by governmental bodies and paying the security personnel's wages in compliance with the minimum standards required by any applicable federal or state law or regulation.

8. SUPERVISION:

The Contractor shall be solely responsible for the direct control and supervision of the Contractor's security personnel through its designated representatives at the premises described in this Agreement. Contractor shall designate supervisory personnel representatives assigned to Customer who shall, at all times during which security services are provided to Customer pursuant to this Agreement, be available to confer with, receive reports, or respond to requests for assistance from Customer or its representative.

9. STANDARD OF SERVICE:

Contractor is committed to providing a quality product. Contractor agrees that the security services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards.

10. REPLACEMENT OF PERSONNEL:

Customer will have the right, at its sole discretion, to reject for any reason, any personnel furnished by the Contractor. This includes any security personnel previously furnished by the Contractor. Contractor shall promptly replace any personnel that the Customer, at its sole discretion, feels does not meet its requirements, or is not performing their duties or conducting themselves in a manner satisfactory to Customer.

11. TOOLS AND SUPPLIES:

Unless otherwise agreed to by Customer in advance, Contractor will be solely responsible for procuring, paying for and maintaining any equipment, tools, supplies necessary for the performance of services under this Agreement.

12. SOLICITATION OF EMPLOYEES:

The parties to this Agreement agree that neither party shall hire or employ any present or former employee of the other party, without the written consent of the other party during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement.

13. CONTRACTOR'S LICENSE:

Contractor certifies that it is licensed in the State of Texas to perform the services specified herein and that the license will be maintained current and valid through the life of this Agreement. Prior to commencement of services, Contractor shall furnish to Customer a copy of its current license.

14. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties herein are performable in Hidalgo County, Texas.

15. TERMINATION:

This Agreement may be terminated by Customer as follows:

- a) If Contractor is unable to provide security officer services by reason of temporary or permanent illness, disability, incapacity or death.
- b) Breach or default by Contractor of any material obligation in this Agreement which breach or default is not cured within ten (10) days of written notice from Customer.
- c) City may terminate this agreement with or without cause, and without penalty, upon 30 days' written notice to Contractor.

This Agreement may be terminated by Contractor as follows:

- a) Breach or default of any material obligation of Customer, which breach or default is not cured within ten (10) days of written notice from the Contractor.
- b) If Customer files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Customer, any of the foregoing of which is not dismissed after a sixty (60) day period.

16. NON-APPROPRIATION CLAUSE:

Notwithstanding any provision of this Agreement, the parties agree that the services are payable by Customer from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to Customer to pay these services for any fiscal year, this Agreement shall terminate without further obligation of Customer. In such event, the City Manager of the City of Pharr shall certify to Contractor that sufficient funds have not been made available to City/Customer to meet the obligations of this Agreement; such certification shall be conclusive upon the parties.

17. HOLD HARMLESS AGREEMENT:

Contractor agrees to indemnify and hold harmless the Customer, any member of its departments, Board of Commissioners, its officers, employees and agents from any from and against all claims, actions, liabilities, costs, attorneys' fees, judgment liens, court orders, and damages brought by third parties resulting from services provided under this Agreement. Contractor agrees to defend at its own expense and to pay any resulting cost judgments, damages, and/or liabilities whatsoever arising out of suits or claims which may in any way be the result of the performance and/or non-performance by Contractor, its employees and/or agents of any of its obligations, either implied or explicit under the terms of this Agreement.

18. INSURANCE:

Contractor shall maintain and keep in full force an effect, during the term of this Agreement, such insurance as set forth in Exhibit B. Each such policy shall name as additional insureds and loss payees the City of Pharr, and all other parties designated by Customer as having an insurable interest. Each such policy shall be underwritten and issued by companies authorized to do business in the State of Texas, shall not be subject to cancellation without 30 days' prior written notice to Customer and shall be primary to any insurance carried by Customer. Contractor shall also cover the City of Pharr/Customer under Waiver of Subrogation at no extra cost.

19. HEADINGS:

The headings in this Agreement are for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any obligation herein.

20. FINAL AGREEMENT:

This Agreement constitutes the final understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This

Agreement may be amended, supplemented or changed only by written agreement signed by both parties.

21. NOTICES:

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Company:

South Star Security Svc.

Attn: Juan "Johnny" Ayala

802 W. Del Oro Lane

Pharr, Texas 78577

If to Customer:

City of Pharr

Attention: Gary Rodriguez

118 S. Cage Blvd.

Pharr, Texas 78577

22. SEVERABILITY:

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of 6th day of July 2016.

Name of Firm: South Star Security Svc.

By: [Signature]

Print Name: JUAN AYALA

Title: OWNER/MGR.

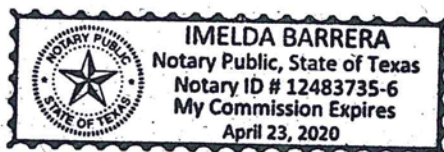
Date: 07/05/16

STATE OF Texas

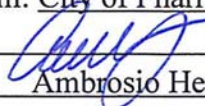
COUNTY OF Hidalgo

The foregoing instrument was acknowledged before me this 5th day of July, 2016.

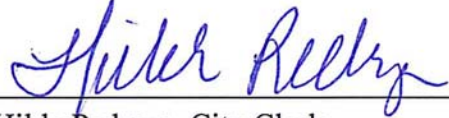
[seal]



[Signature]
Notary Public's Signature

Name of Firm: City of Pharr
By: 
Print Name: Ambrosio Hernandez
Title: Mayor
Date: July 6, 2016

ATTEST:


Hilda Pedraza, City Clerk

APPROVED BY
CITY COMMISSION
ON: 12-01-15 ¹⁴¹⁷

Exhibit "A"



Security Guard Policy and Responsibilities:

Guards will report for duty in a police like uniform. They will sign in for duty and is mandatory for them to sign out at the end of their tour. Two reflective vests will be provided by South Star Security Service and will remain in the venue's office for storage for when needed.

Guards assigned to the parking lot will either work foot patrol or in a golf cart. The golf cart will be provided by the City of Pharr which includes all maintenance. Guards will walk patrol around and observe for unlawful acts, persons drinking alcoholic beverages, smoking or using illegal drugs etc. In any of these incidents the guards will contact the police department. The guards will remain at location until the police get there. Guards will wear a reflective traffic vest for his safety and the safety of the public. If necessary, the guards are allowed to assist the police.

Guards assigned inside the venue, during any type of event, will be posted in different locations. Whether inside or outside, the guards will follow their duties as instructed by personnel venue. Guards are allowed to stop unauthorized persons entering or exiting the building without proper authorization or direction. Guards are authorized by the Department of Public Safety – Private Security Bureau to make an arrest on offenses committed in their presence. However, guards will follow City of Pharr policies and procedures before making any arrest. Like any police officer or citizen, guards have the right to defend themselves at all means.

A handwritten signature in black ink, appearing to read "Johnny Ayala", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke at the end.

Juan "Johnny" Ayala
Owner/Manager



SOUTH03

OP ID: JA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Central Insurance Agency, Inc.
93 East Main Street
Smithtown, NY 11787
George Gavaris

CONTACT NAME: Central Insurance Agency, Inc.

PHONE (A/C, No, Ext): 877-242-9600

FAX (A/C, No): 877-243-8995

E-MAIL ADDRESS: certificates@ciainsures.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Steadfast Insurance Company

26387

INSURER B: American Guarantee and

26247

INSURER C: Zurich American Insurance Co.

16535

INSURER D: Great American Insurance Group

INSURER E:

INSURER F:

INSURED
South Star Security Svc.
Johnny Ayala
802 W Del Oro Lane
Pharr, TX 78577

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	EOL9224414-06	07/07/2015	07/07/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	☒ Assault & Battery					PERSONAL & ADV INJURY \$ 1,000,000
	☒ Errors & Omission					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					\$
A	AUTOMOBILE LIABILITY		EOL9224414-06	07/07/2015	07/07/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	☒ SCHEDULED AUTOS NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	☐ EXCESS LIAB					AGGREGATE \$
	☐ OCCUR					\$
	☐ CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC 9591555 06	03/25/2016	03/25/2017	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime		AA150094304	11/14/2015	11/14/2016	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Pharr is included as an additional insured under the general liability with respect to the liability created by the negligent acts, errors and omissions of the named insured herein as required by written contract.

CERTIFICATE HOLDER

CITPHAR

City of Pharr
118 South Cage Blvd.
Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



SOUTH03

OP ID: SG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Central Insurance Agency, Inc. 93 East Main Street Smithtown, NY 11787 George Gavaris	CONTACT NAME: Stephen Ormsby	
	PHONE (A/C, No, Ext): 877-242-9600 FAX (A/C, No): 877-243-8995	
	E-MAIL ADDRESS: certificates@ciainsures.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Steadfast Insurance Company	26387
	INSURER B: Zurich American Insurance Co.	16535
	INSURER C: Great American Insurance Group	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED	South Star Security Svc. Johnny Ayala 802 W Del Oro Lane Pharr, TX 78577
---------	---

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Assault & Battery ☒ Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	EOL9224414-07	07/07/2016	07/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		EOL9224414-07	07/07/2016	07/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC 9591555 06	03/25/2016	03/25/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime		AA150094304	11/14/2015	11/14/2016	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pharr is included as an additional insured under the general liability with respect to the liability created by the negligent acts, errors and omissions of the named insured herein as required by written contract.

CERTIFICATE HOLDER

CITPHAR

City of Pharr
118 South Cage Blvd.
Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**EXTENSION OF AGREEMENT
FOR
IN-HOUSE SECURITY COMPANY**

THIS EXTENSION OF AGREEMENT FOR IN-HOUSE SECURITY SERVICES, made and entered into the _____ day _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **South Star Security Service**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 802 W. Del Oro Lane, Pharr, TX 78577.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for In-House Security Services dated, December 1, 2015 by which CONTRACTOR serves as the primary vendor to provide Security Guard Services; and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement so as to extend the term.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of December 1, 2019. As modified, said term shall terminate on the 1st day of December, 2019.
2. AFFECTED PREMISES:
Contractor shall furnish security services at:
City of Pharr
Pharr Events Center
3000 North Cage Blvd.
Pharr, Texas 78504

IN WITNESS WHEREOF this extension of Agreement for In-House Security Services has been signed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20__ by the **CITY of Pharr**.

CITY OF PHARR

By: _____
Alejandro Meade III, City Manager

By: _____
Attest

DATED this _____ day of _____, 20____ by **South Star Security Service.**

SOUTH STAR SECURITY SERVICE

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: December 6, 2018

MEETING DATE: December 10, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from PSJA ISD for waiving of rental fees of Pharr Events Center for Monday December 17, 2018, Tuesday December 18, 2018 and Tuesday January 29, 2019 for District Choir Concerts.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: PSJA is requesting Pharr City Commission waive rental fees of Pharr Events Center for Monday December 17, 2018, Tuesday December 18, 2018 and Tuesday January 29, 2019 for District Choir Concerts. The venue is available.

Financial Consideration: Fiscal consideration, if approved, would be the daily non profit rate of \$2,500 for three days for a total of \$7,500 being waived.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 12/06/2018
Approved - 12/07/2018
Final Approval - 12/07/2018



PHARR-SAN JUAN-ALAMO ISD

Office of Support Services

Rene Campos, Asst. Superintendent for Support Services

December 6, 2018

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

Re: Pharr Event Center

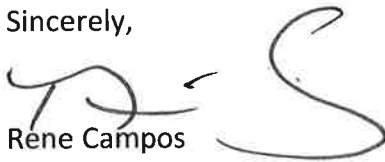
Dear Mr. Wylie:

The Pharr-San Juan-Alamo ISD is requesting the use of the Pharr Event Center to host our Holiday Festival performances. The following dates are as follows:

- **Monday, December 17, 2018 from 4 PM – 8 PM – PSJA Memorial ECHS Elementary School Choir Festival**
- **Tuesday, December 18, 2018 from 4 PM – 8 PM – PSJA Southwest ECHS Elementary School Choir Holiday Festival**
- **Tuesday, January 29, 2019 from 8 AM – 9 PM – PSJA ISD Tri-City Honor Band Concert**

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

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

601 E. Kelly St., Pharr, TX 78577 P: (956) 354-2000 F: (956) 354-3001 www.psjaisd.us

It is the policy of Pharr-San Juan-Alamo ISD not to discriminate on the basis of sex, disability, race, color, religion, national origin or age.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: November 15, 2018

MEETING DATE: December 10, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, ratifying request from Ministerio Cristiano la Trinidad to waive rental fees for usage of the exhibit hall at the Development Research Center on December 1, 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Ministerio Cristiano la Trinidad wishes to host a community event at no cost to the public on December 1, 2018, from 9:00 a.m. to 4:00 p.m.

Financial Consideration: They are requesting to waive the fee of \$580.00

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 11/15/2018
Approved - 11/16/2018
Final Approval - 12/07/2018



Noviembre 13 2018

Dr. Ambrosio Hernández
Alcalde del Municipio de Pharr, Texas

Deseándole lo mejor de la vida, para usted, su familia y trabajo.

Nos es grato saludarle por este medio y hablarle un poco de quiénes somos y que hacemos en nuestra comunidad. El Dr. Esteban Montilla, Profesor de la Universidad San Mary's en San Antonio, Texas es el Director de este Ministerio Cristiano la Trinidad, somos una asociación civil sin fines de lucro de carácter religioso e interdenominacional constituida con la intención de proveer a toda persona sin distinción de ningún tipo servicios múltiples e integrales (religiosos, sociales y psicológicos) conducentes al desarrollo y despliegue del potencial humano.

Esta asociación es un ministerio en el sentido de que ha sido creada con el fin de servir a toda persona de toda lengua, etnia, pueblo, edad, sexo, credo, estilos de vida, estatus socioeconómico, educación y condición de salud. Este servicio se presta a través de muchos medios que incluyen la educación, la consejería, la investigación social, la capellanía, y el hospicio. Esta asociación es religiosa en el sentido de que está basada en las enseñanzas y acciones de Jesús de Nazaret quien vivió para servir y para dar vida. Su mensaje renovador y liberador es la base y el fundamento doctrinal de esta institución. Esta asociación es una comunidad imitando así la comunidad de Dios: la Trinidad. El seguir el modelo de vida de Dios implica vivir en comunidad valorando los principios de cooperación, solidaridad, mutualidad y responsabilidad.

Hablar de Dios es hablar de la Trinidad. Hablar de Dios es hablar de relaciones de iguales donde lo central no es la jerarquía sino el amor y el servicio incondicional. En esta comunidad de iguales las personas siempre son más importantes que las instituciones.

Hoy tenemos la necesidad de un solicitarle por favor, un espacio en el Pharr Development and Research Center 850 W. Dicker Rd. Pharr, Texas 78577, para las fechas: sábado el 17 de Noviembre en el horario de las 9:00am a 5:00PM y Sábado 1º de diciembre del 2018 en el horario de las 9:00am a 4:00PM. Ofreceremos un Seminario con el tema de Adicciones. Para toda la comunidad. GRATIS. No cobramos, no pedimos ofrendas y no vendemos nada. Llevamos más de quince años ofreciendo estas conferencias gratis.

Agradeciendo su fina atención a la presente, Muchas gracias, por todo lo que está haciendo para el bienestar de nuestra comunidad.

Respetuosamente;


Capellán Josefina Ríos

Coordinadora Ministerio Cristiano la Trinidad. Teléfonos: (956) 638.9068 & (956) 627.8961





AGENDA MEMORANDUM



BOARD: Pharr International Toll Bridge Board

AGENDA ITEM #: 4.G.

DATE SUBMITTED: December 3, 2018

MEETING DATE: December 10, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action on Viva Fresh Summit Platinum Level Sponsorship and booth for \$15,000. (Project #1819-70-510-IPQ022-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On November 16, 2018, the Bridge Board approved the Viva Fresh Summit Platinum Level Sponsorship and booth. The Pharr International Bridge has participated in this expo since 2015.

Financial Consideration: \$15,000

Staff Recommendation: Staff recommends approval and authorization to participate in the 2019 Viva Fresh Summit with a Platinum Level Sponsorship and booth for an amount of \$15,000.00.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Created/Initiated - 12/03/2018

Luis Bazan

Approved - 12/03/2018

Sandra Zamora

Approved - 12/06/2018

Karla Moya

Approved - 12/07/2018

City Management Office

Final Approval - 12/07/2018

Vanessa Guzman

From: Lilly Garcia <lilly.garcia@texipa.org>
Sent: Wednesday, October 31, 2018 7:29 PM
To: Luis Bazan
Cc: Freddy Flores; Vanessa Guzman; Cleo Salinas
Subject: VF Sponsorship
Attachments: VivaFresh2019 Sponsorship Brochure.pdf

Hello Luis,

I wanted to follow up with you on the sponsorship and where you would like to be listed. Take a moment to review the attached form and let us know where you want to spend. I also wanted to let you know that we will need to know ASAP since the Sponsorship Committee wants to move forward with the rest of the sponsors.

Founders have 1st right of refusal on all items that they have sponsored in the past.

Last year you did the following:

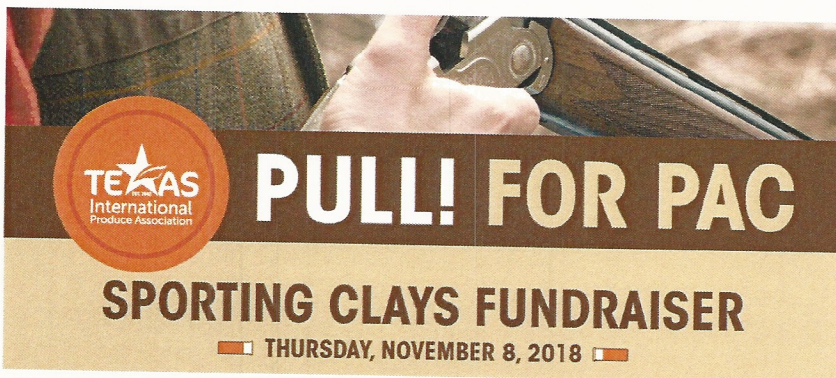
Gold Level \$10,000
GT Golf/Caddy Towels
Welcome Reception
Aggies For Fresh Reception

Look forward to hearing from you soon on this.

Thanks,

Lilly Garcia

P- 956-581-8632



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2019 SPONSORSHIP OPPORTUNITIES

VIVA★FRESH™

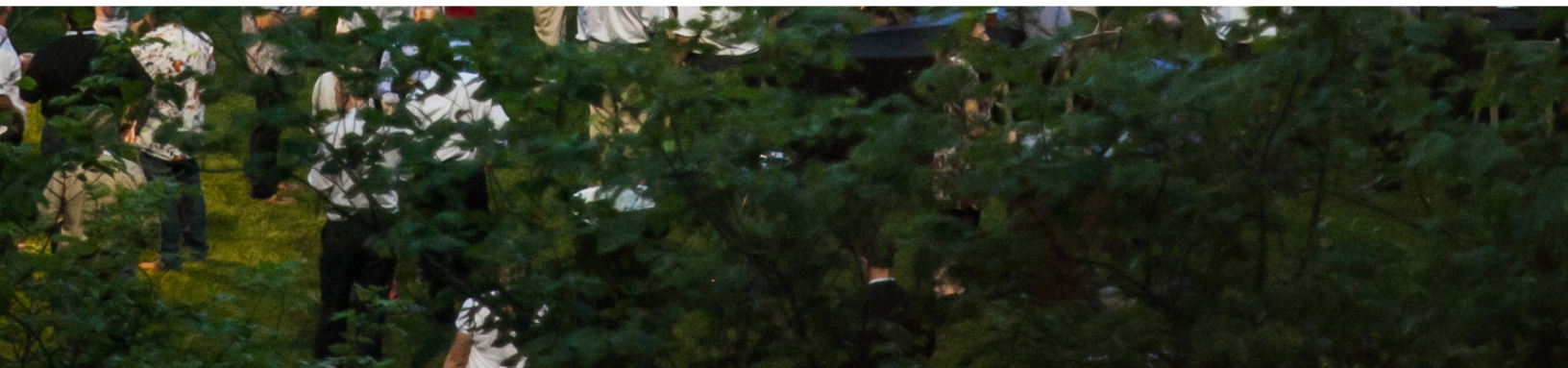
PRESENTED BY
TEXAS INTERNATIONAL PRODUCE ASSOCIATION



SAN ANTONIO★TEXAS

JW MARRIOTT HILL COUNTRY RESORT AND SPA

APRIL 25-27, 2019



VIVAFRESHEXPO.COM

BENEFITS OF SPONSORSHIP

Hosted by the Texas International Produce Association (TIPA), the fifth annual Viva Fresh Produce Expo is returning to San Antonio on April 25-27, 2019 at the luxurious JW Marriott Hill Country Resort and Spa.

Since the first Viva Fresh Expo launched in 2015, the retail and foodservice attendance has increased by 110%. Sponsoring an event at the Viva Fresh Expo provides great marketing opportunities to build brand awareness with retail and foodservice attendees who are ready to do business. Your sponsorship will put your brand directly in front of a captive audience composed of current and potential customers. There are multiple levels and benefits to sponsorship to fit any budget.

BENEFITS OF SPONSORSHIP INCLUDE:

- Reach a captive audience of retail and foodservice buyers
- Position your company as an industry leader
- Increase your company's exposure and awareness with highly visible recognition
- Attract more visitors to your booth
- Provides opportunity to increase sales

ALL SPONSOR COMPANIES WILL RECEIVE:

- Company logo/name featured on the Viva Fresh website
- Listing on the sponsorship page in the Viva Fresh program
- Invitation to attend special VIP reception with retail and foodservice attendees



READY TO MAKE YOUR COMMITMENT? CONTACT TOMMY WILKINS TODAY!
SPONSORSHIP COMMITTEE CHAIR | 956-377-5301 | TOMMY@GROWFARMSTX.COM

SPONSORSHIP LEVELS

DIAMOND LEVEL: \$20,000 AND UP

- Company logo included on entrance signage at main Exhibit Hall doors
- Company logo included on monthly e-newsletters distributed to expansive list of retail/foodservice contacts and exhibitors
- Company listed as Diamond Level Sponsor in the Viva Fresh program
- Complimentary full-page advertisement in the Viva Fresh program
- Use of TIPA/Viva Fresh logo throughout the year
 - with approval by TIPA Executive Board
- Company logo on homepage and sponsors page of Viva Fresh website
- First chance to reserve premium exhibit space in central aisle
 - applicable for those companies eligible to reserve a booth
- 7 booth badges in addition to the 5 received with the booth space (12 total) that include:
 - Entry to the VIP Reception
 - Entry to the VIP Welcome Reception
 - Entry to the VIP Keynote Luncheon
- Reserved table seating at all Viva Fresh events
- Company logo/name on select Viva Fresh signage
- Company logo/name included on presentations throughout Viva Fresh events
- Guarantee a block of up to 10 hotel rooms in the conference hotel up to 60 days before the Expo
- 4 complimentary rounds of golf at the Viva Fresh Open

PLATINUM LEVEL: \$15,000 - \$19,999

- Company listed as a Platinum Level Sponsor in Viva Fresh program
- Complimentary full-page advertisement in the Viva Fresh program
- Use of TIPA/VIVA Fresh logo throughout the year
 - with approval by TIPA Executive Board
- Company logo on homepage and sponsors page of Viva Fresh website
- Preferred priority for premium exhibit space in central aisle
 - applicable for those companies eligible to reserve a booth
- 5 booth badges in addition to the 5 received with the booth space (10 total) that includes:
 - Entry to the VIP Reception
 - Entry to the VIP Welcome Reception
 - Entry to the VIP Keynote Luncheon
- Reserved table seating at all Viva Fresh events
- Company logo/name on select Viva Fresh signage
- Company logo/name included on presentations throughout Viva Fresh events
- Guarantee a block of up to 10 hotel rooms in the conference hotel up to 60 days before the Expo
- 2 complimentary rounds of golf at the Viva Fresh Open

GOLD LEVEL: \$10,000 - \$14,999

- Company listed as a Gold Level Sponsor in Viva Fresh program
- Complimentary full-page advertisement in the Viva Fresh program
- Use of TIPA/VIVA Fresh logo throughout the year
 - with approval by TIPA Executive Board
- Company logo on sponsors page of Viva Fresh website
- Premium exhibit space on either sponsors' row (space permitting) or premium end caps
 - applicable for those companies eligible to reserve a booth
- 3 booth badges in addition to the 5 received with the booth space (8 total) that includes:
 - Entry to the VIP Reception
 - Entry to the VIP Welcome Reception
 - Entry to the VIP Keynote Luncheon
- Reserved table seating at Keynote luncheon
- Company logo/name on select Viva Fresh signage
- Company logo/name included on select presentations throughout Viva Fresh events

SILVER LEVEL: \$5,000 - \$9,999

- Company listed as a Silver Level Sponsor in Viva Fresh program
- Complimentary half-page advertisement in the Viva Fresh program
- Use of TIPA/VIVA Fresh logo throughout the year
 - with approval by TIPA Executive Board
- Company logo on sponsors page of Viva Fresh website
- Prime exhibit space, if available
 - applicable for those companies eligible to reserve a booth
- Does not include additional booth badges
- Company logo/name on select Viva Fresh signage
- 2 complimentary VIP Reception tickets

BRONZE LEVEL: \$4,999 AND BELOW

- Company listed as a Bronze Level Sponsor in Viva Fresh program
- Company logo on sponsors page of Viva Fresh website
- Company logo/name on select Viva Fresh signage
- Does not include additional booth badges
- 1 complimentary VIP Reception ticket

SPONSORSHIP OPPORTUNITIES

Once you choose a sponsorship level, you can determine from the list below which event(s) you'd like to sponsor.

KEYNOTE SPEAKER SPONSOR: **\$30,000**

(1 SPONSOR OR 2 SPONSORS AT \$15,000 EACH)

- Company name and logo featured on Keynote Luncheon Session signage at the larger, middle panel of the entrance doors as shown in this mockup and on the Powerpoint presentation at the luncheon
- Company name will be introduced at the Friday Luncheon
- Representative from the company can introduce the speaker
- Reserved seating at Keynote Session
- Also qualifies for Platinum Level Sponsorship Benefits (see page 2)



Keynote Speaker & Keynote Luncheon Meal Sponsor

KEYNOTE LUNCHEON MEAL SPONSOR: **\$7,500 PER SPONSOR**

(10 SPONSORS)

- Company logo will be featured on luncheon signage at the top level of the entrance doors as shown in this mockup and on the Powerpoint presentation at the luncheon
- Company name will be introduced at the Friday Luncheon
- Sponsor can provide a 4" x 5" table tent for each luncheon table (1 per table)
- Sponsor is responsible for design, printing and shipping costs
- Also qualifies for Silver Level Sponsorship Benefits (see page 2)

ATTENDEE NAME BADGE LANYARD: **\$15,000 PER SPONSOR**

(2 SPONSORS)

- Company name/logo featured on lanyard given to all attendees and exhibitors
- Also qualifies for Platinum Level Sponsorship Benefits (see page 2)

HOTEL KEY CARD: **\$15,000**

(1 SPONSOR)

- Sponsor logo and graphics printed on front of key card
- Key card will be handed out to all expo hotel guests including exhibitors and retail/foodservice attendees
- Also qualifies for Platinum Level Sponsorship Benefits (see details on page 2)



SPONSORSHIP OPPORTUNITIES

VIP RETAILER/FOODSERVICE GIFT: \$12,000 PER SPONSOR

(2 SPONSORS) 1 left

- Company name and logo will be featured on card included with the gift
- Sponsor will cover the cost of the gift and/or additional contributed items as part of this sponsorship fee
- Also qualifies for Gold Level Sponsorship Benefits (see page 2)

HOTEL ROOM DOOR HANGERS: \$12,000

(1 SPONSOR)

- Sponsor logo, messaging, artwork and contact information will be featured on hotel door hangers to be hung on all attendee hotel doors
- Also qualifies for Gold Level Sponsorship benefits (see page 2)



Exhibit Hall Banner: Typical Door Photo

EXHIBIT HALL AREA BANNER 11E: \$10,000

(1 SPONSOR)

- Banner Size: 20' W x 6' H
- Banner Location: located above side entry doors into exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create banner design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Gold Level Sponsorship benefits (see page 2)

Note: Mockup does not display final layout



Exhibit Hall Banner: Typical Door Photo

EXHIBIT HALL AREA BANNER 11G: \$10,000

(1 SPONSOR)

- Banner Size: 20' W x 6' H
- Banner Location: located above side entry doors into exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create banner design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Gold Level Sponsorship benefits (see page 2)

Note: Mockup does not display final layout

COMMEMORATIVE BAG: \$10,000 PER SPONSOR

(6 SPONSORS)

- Company logo will be featured on the commemorative bag handed out to all attendees and exhibitors
- Company flyer can be included in commemorative bag
- *Sponsor is responsible for design, printing and shipping costs*
- Also qualifies for Gold Level Sponsorship Benefits (see page 2)



SPONSORSHIP OPPORTUNITIES

WELCOME RECEPTION: \$7,500 PER SPONSOR

(12 SPONSORS)

- Company name will be introduced at the Welcome Reception
- Company logo will be featured on Welcome Reception signage throughout the venue
 - Companies may select the element of the evening that they would like to sponsor
 - Bar sponsors (5)
 - Sponsor can provide coasters or koozies imprinted with their logo
Sponsor is responsible for design, printing and shipping costs
 - Food station sponsors (5)
 - Company logo will be included on Foodstation signage
 - When possible the menu will reflect sponsor products (not guaranteed)
 - Company is allowed to supply hotel chef with featured product to be used in recipes
 - Music sponsors (2)
 - Sponsor logo will be included on banner either on the stage or next to it
- Also qualifies for Silver Level Sponsorship Benefits (see page 2)



EXPO HALL LUNCHEON: \$6,000 PER SPONSOR

(10 SPONSORS)

- Company name will be introduced during expo
- Company logo will be featured on Luncheon tables and posters
- Company will have the opportunity to provide branded boxes of produce for display
- Also qualifies for Silver Level Sponsorship Benefits (see page 2)



EXPO CLOSING HAPPY HOUR: \$6,000 PER SPONSOR

(6 SPONSORS)

- Company logo will be featured on happy hour signage and bar napkins
- Sponsor can provide coasters or koozies imprinted with their logo
Sponsor is responsible for design, printing and shipping costs
- Also qualifies for Silver Level Sponsorship Benefits (see page 2)

SPONSOR'S VIP RECEPTION: \$7,500 PER SPONSOR

(8 SPONSORS)

- Company name will be introduced at the Sponsor's VIP Reception
- Company logo will be featured on event signage
- Also qualifies for Silver Level Sponsorship Benefits (see page 2)



SPONSORSHIP OPPORTUNITIES

FRIDAY “MEET & GREET” BREAKFAST STATIONS: \$6,000 PER SPONSOR

(5 SPONSORS)

- Each sponsor will be featured at a breakfast station
- Company is allowed to supply hotel chef with featured product to be used in breakfast recipe
- Company logo featured on poster and tabletop signage
- Breakfast stations will be located near educational sessions
- Also qualifies for Silver Level Sponsorship Benefits (see page 2)

FRIDAY “MEET & GREET” BREAKFAST ESPRESSO STATION: \$5,000 PER SPONSOR

(4 SPONSORS)

- Company logo featured on espresso counter signage
- Company logo featured on coffee cup sleeves
- Espresso station will be located near educational sessions in high traffic area on Friday morning
- Also qualifies for Silver Level Sponsorship benefits (see page 2)

EXPO PRODUCT HANDLING, COLD STORAGE & TRANSPORTATION: \$10,000

(1 SPONSOR)

- Sponsor will provide refrigeration to store exhibitor’s product in advance of show and deliver product to the expo before the show on Friday and Saturday as a trade-out value for sponsorship
- Also qualifies for Gold Level Sponsorship Benefits (see page 2)

REGIONAL SHOWCASE INFOGRAPHIC WALLS: \$10,000 PER SPONSOR

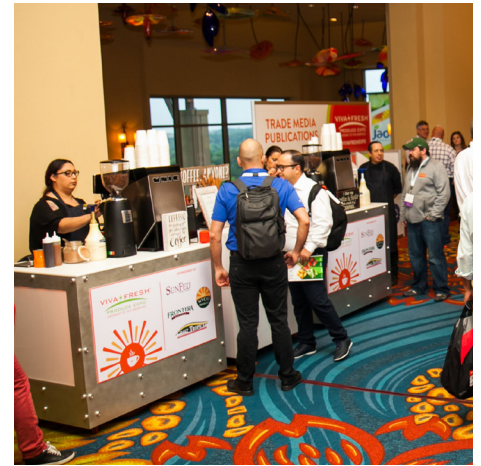
(2 SPONSORS)

- Sponsor logo will be featured on walk-through infographic panels showcasing information about this region
- Sponsor products will be highlighted in the infographic panels
- Sponsor will have the opportunity to provide company facts and figures for inclusion in the infographic panel data
- Also qualifies for Gold Level Sponsorship Benefits (see page 2)

INNOVATION SHOWCASE: \$7,500 PER SPONSOR

(3 SPONSORS)

- Sponsor logo featured on the Innovation Showcase display unit
Note: Display case format subject to change. Mockup shows a sample unit, not exact format.
- Sponsor logo featured on press releases about the Innovation Showcase
- Sponsor logo featured on website for Innovation Showcase voting
- Sponsor logo featured in emails prompting the Innovation Showcase voting
- Also qualifies for Silver Level Sponsorship benefits (see page 2)



SPONSORSHIP OPPORTUNITIES

SHOW FLOOR WIFI: \$15,000

(ONE SPONSOR OR 2 SPONSORS AT \$7,500 EACH)

- Company branding will appear on default homepage when wifi is connected
- Also qualifies for Silver Level Sponsorship benefits (see page 2)

WINDOW CLING 15: \$7,500 PER SPONSOR

(2 SPONSORS)

- Window Cling Size: approximately 6' W x 8' H
- Window Location: Level 1, near exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) window cling design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Silver Level Sponsorship benefits (see page 2)



Window Cling 15

WINDOW CLING 16: \$7,500 PER SPONSOR

(2 SPONSORS)

- Window Cling Size: approximately 6' W x 8' H
- Window Location: Level 1, near exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) window cling design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Silver Level Sponsorship benefits (see page 2)



Window Cling 16

WINDOW CLING 4B: \$10,000 PER SPONSOR

(4 SPONSORS) 2 left

- Window Cling Size: approximately 3' W x 8' H
- Window Location: Level 2, near registration and educational sessions area
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) window cling design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Gold Level Sponsorship benefits (see page 2)



Window Cling 4B

EDUCATION SESSIONS SPONSOR: \$10,000

(1 SPONSOR)

- Company name and logo included on banner at entrance to Education Session area
- Also qualifies for Gold Level Sponsorship benefits (see page 2)

AGGIES FOR FRESH RECEPTION: \$3,500 PER SPONSOR

(8 SPONSORS)

- Company name will be introduced at the reception
- Company logo will be included on reception signage and presentation
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)



Education Sessions Sponsor

SPONSORSHIP OPPORTUNITIES

SATURDAY POP-UP DEMO EVENT: \$3,500

(1 SPONSOR)

- Sponsor company will work with chef to create unique food dish featuring sponsor product to distribute to expo participants during a 1-2 hour demo
- Demo station will happen on Saturday morning and placed in a high-traffic area
- Sponsor will be allowed to hand out brochures and sales materials during demo
- *Sponsor is responsible for design, printing and shipping costs*
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

EXHIBIT HALL AREA BANNER 14: \$7,500

(1 SPONSOR)

- Company logo will be featured on banner located near exhibit hall above entryway doors
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) banner design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Silver Level Sponsorship benefits (see page 2)



Exhibit Hall Area Banner 14



Exhibit Hall Area Banner 13

EXHIBIT HALL AREA BANNER 13: \$7,500

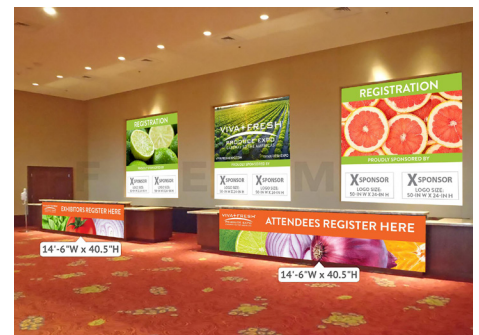
(1 SPONSOR)

- Company logo will be featured on banner located near exhibit hall above entryway doors
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) banner design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Silver Level Sponsorship benefits (see page 2)

REGISTRATION DESK BANNERS: \$5,000 PER SPONSOR

(6 SPONSORS)

- Company logo will be featured on banner located by registration desks for duration of expo
- Also qualifies for Silver Level Sponsorship benefits (see page 2)



Registration Desk Banners



SPONSORSHIP OPPORTUNITIES

CONFERENCE AUDIO VISUAL: \$3,500 PER SPONSOR

(3 SPONSORS)

- Company logo featured on expo signage
- Company name introduced at expo Educational Sessions
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

SATURDAY CONTINENTAL BREAKFAST: \$2,500 PER SPONSOR

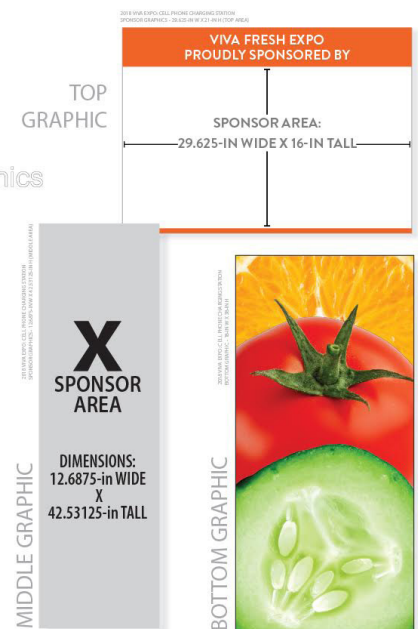
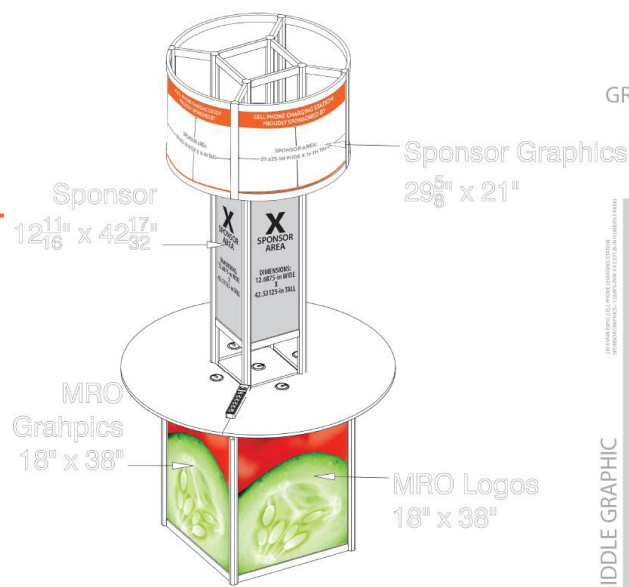
(4 SPONSORS)

- Company logo featured on signage near “grab & go” Continental Breakfast stations
- Breakfast stations will be located near Retailer/Foodservice Speed Meetings
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

CELL PHONE CHARGING STATION: \$2,500 PER SPONSOR

(12 SPONSORS)

- Company logo will be featured on top panel and company branding allowed on middle panel
- Sponsor will be allowed to either provide branded design for middle panel or work with the expo designer to create (1) panel design featuring company logo, product photography and messaging (following specific design parameters)
- Cell phone charging stations will be placed in high-traffic areas of the expo on both Friday and Saturday
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)



PUBLICATION BIN: \$2,500 PER SPONSOR

(6 SPONSORS)

- Company logo will be featured on Publication Bin front panel
- Publication Bin will be displayed in high-traffic areas of the expo on both Friday and Saturday
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)



VIVA FRESH OPEN GOLF TOURNAMENT SPONSORSHIPS

GOLF TOURNAMENT TITLE SPONSOR: **\$7,500 PER SPONSOR**

(2 SPONSORS)

- Golf Tournament Title Sponsor: \$7,500 per sponsor (2 sponsors)
- Company name will be introduced at all tournament events
- Company logos will be included on golf tournament bags
- Company logo will be featured on event banners and other select signage
- Company will be listed as Title Sponsor in all tournament communications and press/media
- Also qualifies for Silver Level Sponsorship benefits (see page 2)

GOLF TOURNAMENT 19TH HOLE ENTERTAINMENT: **\$5,000**

(1 SPONSORS)

- Company logo/name will be featured on 19th Hole Celebration signage
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Silver Level Sponsorship benefits (see page 2)

GOLF TOURNAMENT SHIRTS: **\$5,000 PER SPONSOR**

(2 SPONSORS)

- Company logo will be featured on golf tournament shirts that are provided to all players
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Silver Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT GOLF CART/SCORECARDS: **\$3,500 PER SPONSOR**

(2 SPONSORS)

- Company logo will be featured on scorecards and golf cart signage
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT AWARDS CEREMONY: **\$2,000 PER SPONSOR**

(3 SPONSORS)

- Company name will be introduced during the Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship benefits (see page 2)

GOLF TOURNAMENT 19TH HOLE BEVERAGE TICKETS: **\$2,500 PER SPONSOR**

(2 SPONSORS)

- Company logo/name will be included on individual beverage tickets that are provided to all players
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)



VIVA FRESH OPEN GOLF TOURNAMENT SPONSORSHIPS

GOLF TOURNAMENT HOLE-IN-ONE: **\$2,500 PER SPONSOR**

(2 SPONSORS)

- Company name will be announced during Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT BEVERAGE CART: **\$3,500 PER SPONSOR**

(4 SPONSORS)

- Company logo will be featured on beverage cart signage
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT CAP SPONSOR: **\$3,500 PER SPONSOR**

(3 SPONSORS)

- Company logo will be featured on tournament hat that are provided to all players
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT INDIVIDUAL HOLE: **\$500 PER SPONSOR**

(36 SPONSORS)

- Company logo/name will be featured on signs at sponsored hole
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT LONGEST DRIVE: **\$1,000 PER SPONSOR**

(4 SPONSORS)

- Company name will be announced during Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT CLOSEST TO THE PIN: **\$1,000 PER SPONSOR**

(4 SPONSORS)

- Company name will be announced during Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)

GOLF TOURNAMENT GOLF BALLS: **\$4,000**

(1 SPONSORS)

- Company logo will be featured on tournament golf balls
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see page 2)



VIVA★FRESH™

PRESENTED BY
TEXAS INTERNATIONAL PRODUCE ASSOCIATION

VIVAFRESHEXPO.COM



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 10, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids and or competitive sealed proposals for Gateway and Lighting Improvements to Down Town Pharr.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Staff is requesting authorization to solicit sealed bids and or competitive sealed proposals for the Gateway and Lighting Improvements to Down Town Pharr.

Financial Consideration: Estimated Cost if \$400,000

Staff Recommendation: Staff recommends approval.

Alternatives: None

ROUTING:

Omar Anzaldua

Created/Initiated - 12/05/2018

Omar Anzaldua

Approved - 12/05/2018

Sandra Zamora

Approved - 12/05/2018

Karla Moya

Approved - 12/05/2018

City Management Office

Final Approval - 12/07/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 10, 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 - 12/05/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.1.

DATE SUBMITTED: November 29, 2018

MEETING DATE: December 10, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83. **CUP#171165**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#171165**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 11/29/2018
Approved - 12/04/2018
Approved - 12/04/2018
Final Approval - 12/07/2018



Pharr



MAYOR Ambrosio Hernández, MD | INTERIM CITY MANAGER Edward Wylie, EMC
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

December 10, 2018

Conditional Use Permit **Renewal** for ABC –

Muy Pizza Tejas, LLC
d/b/a Pizza Hut

Background:

Muy Pizza Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 1st renewal for Muy Pizza Tejas, LLC, dba Pizza Hut.

The property is located at 1001 West Highway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

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MEMORANDUM

DATE: MONDAY, DECEMBER 10, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#171165 (MUY PIZZA-TEJAS, LLC DBA PIZZA HUT)
--

GENERAL INFORMATION:

APPLICANT: Muy Pizza-Tejas, LLC, dba Pizza Hut, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being the East 125.0' out of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1001 West Highway 83.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the south east and west and Rail Road R.O.W. lies to the north. 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.

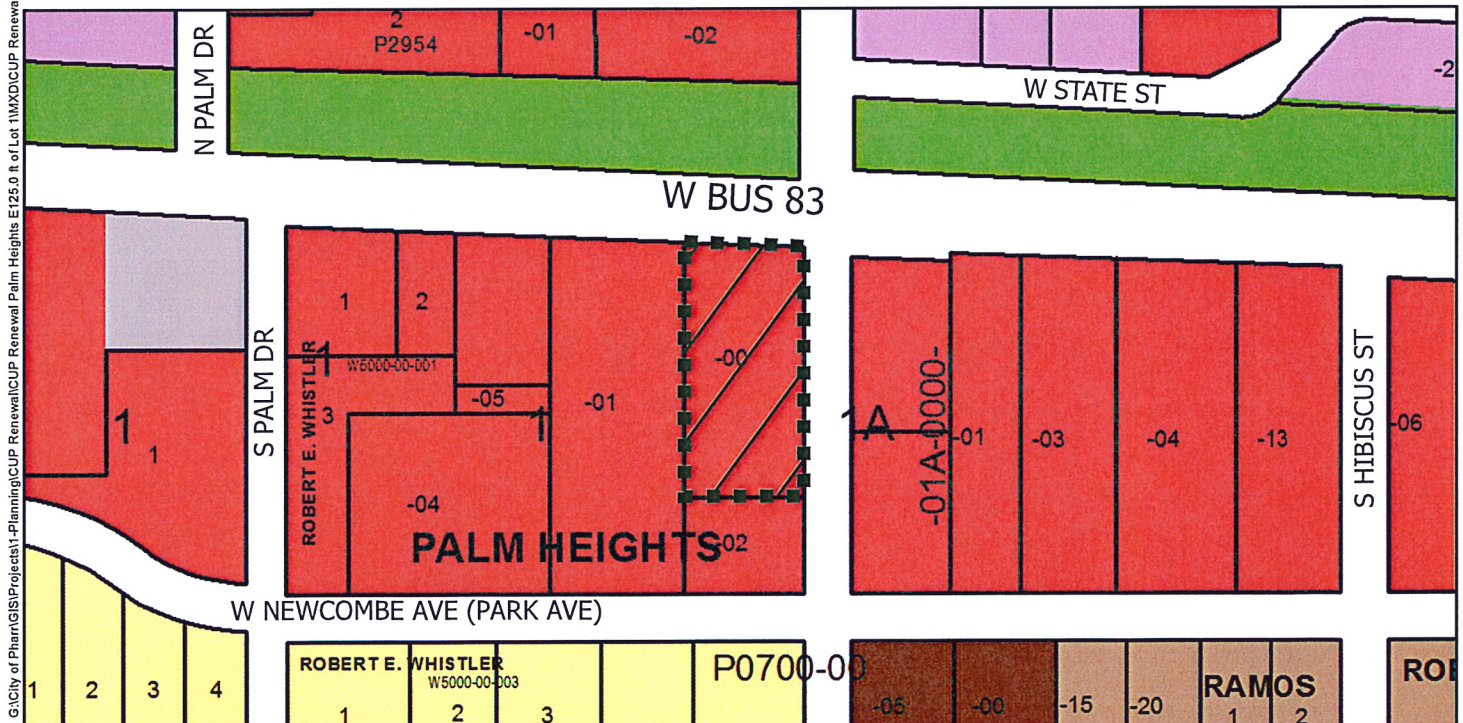
PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATION:**

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

Conditional Use Permit Renewal
Palm Heights E125.0 ft of Lot 1
Pizza Hut



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet



Date: 11/27/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.2.

DATE SUBMITTED: November 29, 2018

MEETING DATE: December 10, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road. **CUP#131046**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).
CUP#131046

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano

Created/Initiated - 11/29/2018
Approved - 12/05/2018
Approved - 12/05/2018

City Management Office

Final Approval - 12/07/2018



Pharr



MAYOR Ambrosio Hernández, MD | INTERIM CITY MANAGER Edward Wylie, EMC
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

December 10, 2018

Executive Summary Letter

Conditional Use Permit for ABC –

CNMK Texas Properties, LLC,
d/b/a Cinemark El Centro Mall 16

Background:

CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Cinemark El Centro Mall 16.

The property is located at 600 North Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption.

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Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 10, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#131046 (CINEMARK EL CENTRO MALL 16)
--

GENERAL INFORMATION:

APPLICANT: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 600 North Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Heavy Commercial District (H-C) and General Business District (C) to the north, General Business District (C) to the south and east and the corporate city limits of McAllen 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.

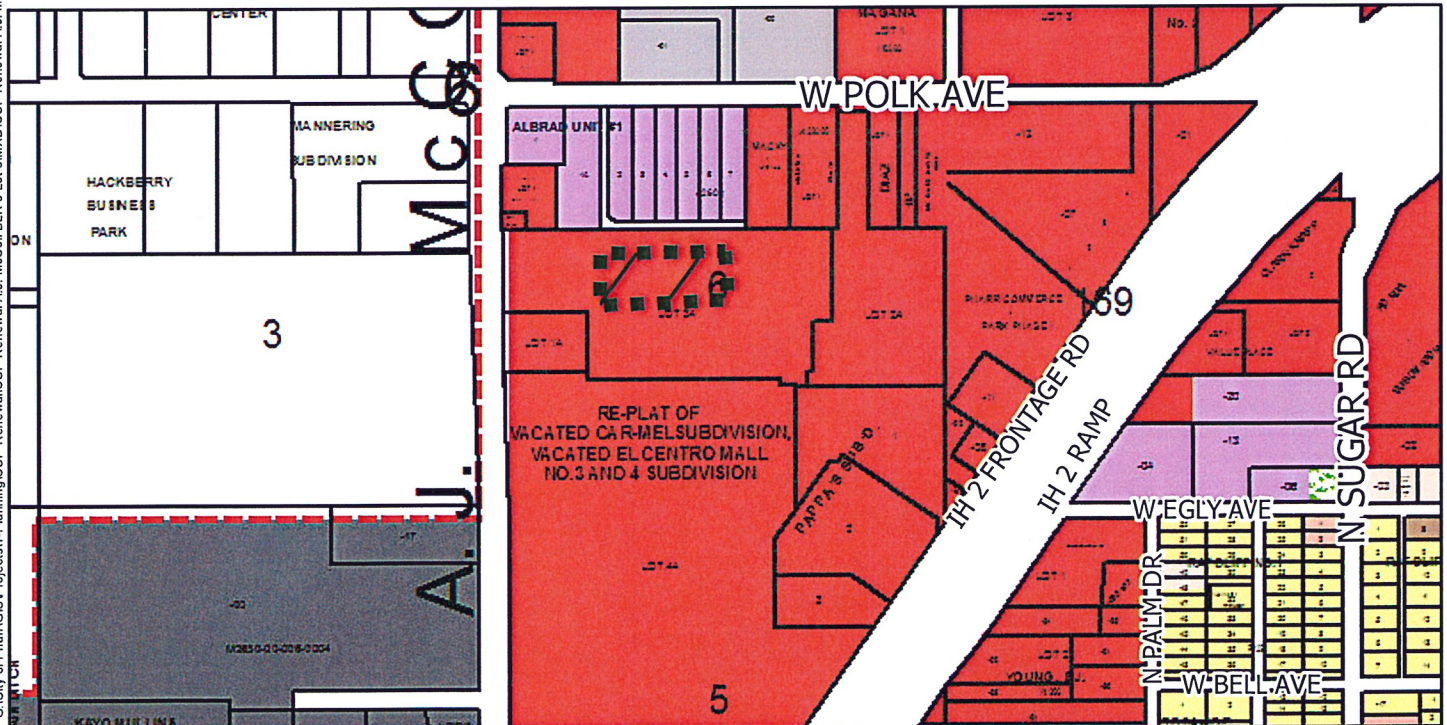
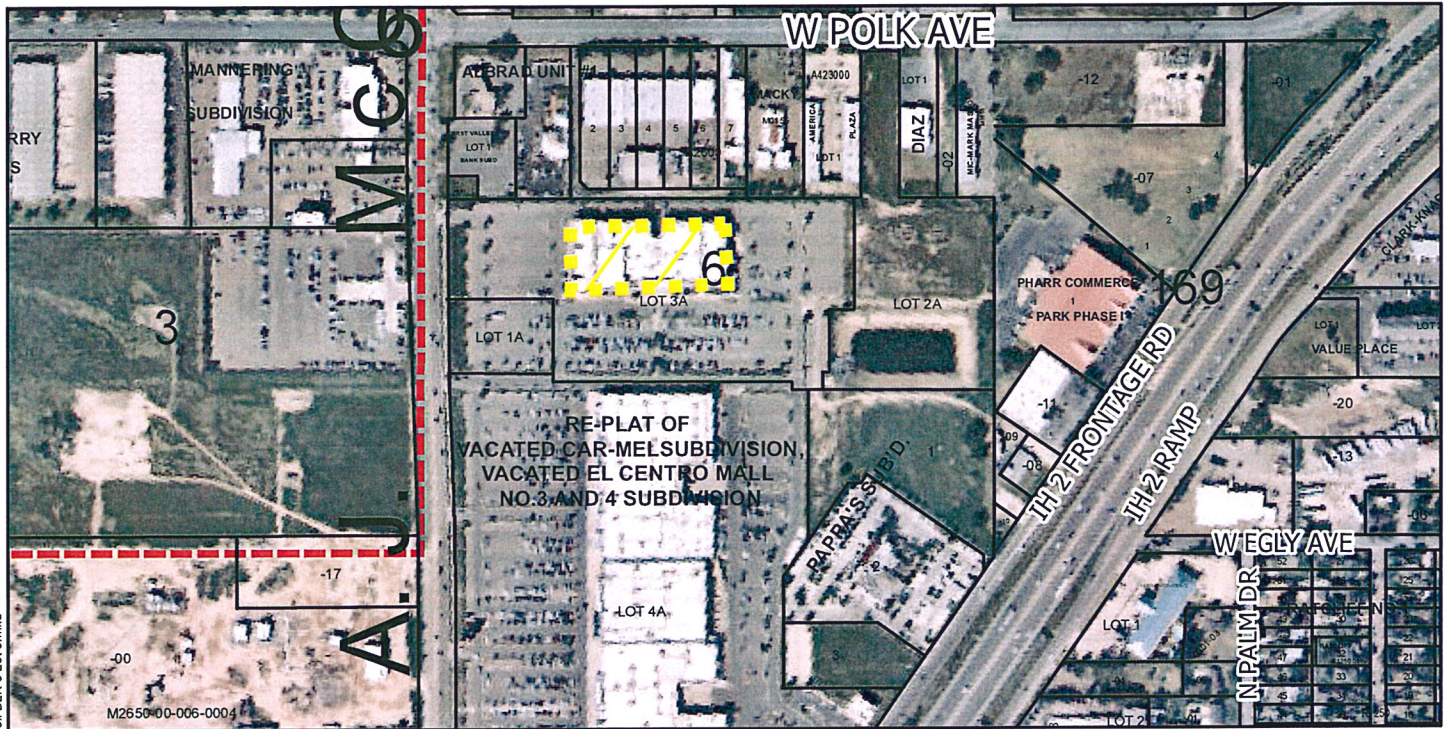
**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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

Conditional Use Permit Renewal
A.J. McColl 16.42 ac tract of BLK 6 Lot 6
Cinemark El Centro Mall 16



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 500 feet



Date: 12/4/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.3.

DATE SUBMITTED: November 29, 2018

MEETING DATE: December 10, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: SBA Communications Corporation, representing T-Mobile, has filed with the Planning and Zoning Commission a request for a 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 0.016 tract of land, more or less, out of Lot 4A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas. The property is physically located at 500 North Jackson Road. **TWR#180646**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: SBA Communications Corporation, representing T-Mobile, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C). **TWR#180646**

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 - 11/29/2018

Approved - 12/04/2018

Approved - 12/04/2018

Final Approval - 12/07/2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 10, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT FOR COLOCATION OF TELECOMMUNICATION EQUIPMENT FILE NO. TWR#180646 (T-MOBILE)
--

GENERAL INFORMATION:

APPLICANT: SBA Communications Corporation, representing T-Mobile, has filed with the Planning and Zoning Commission a request for a 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 0.016 tract of land, more or less, out of Lot 4A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 500 North Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, east and west. This 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:**

One (1) surrounding property owner was 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.

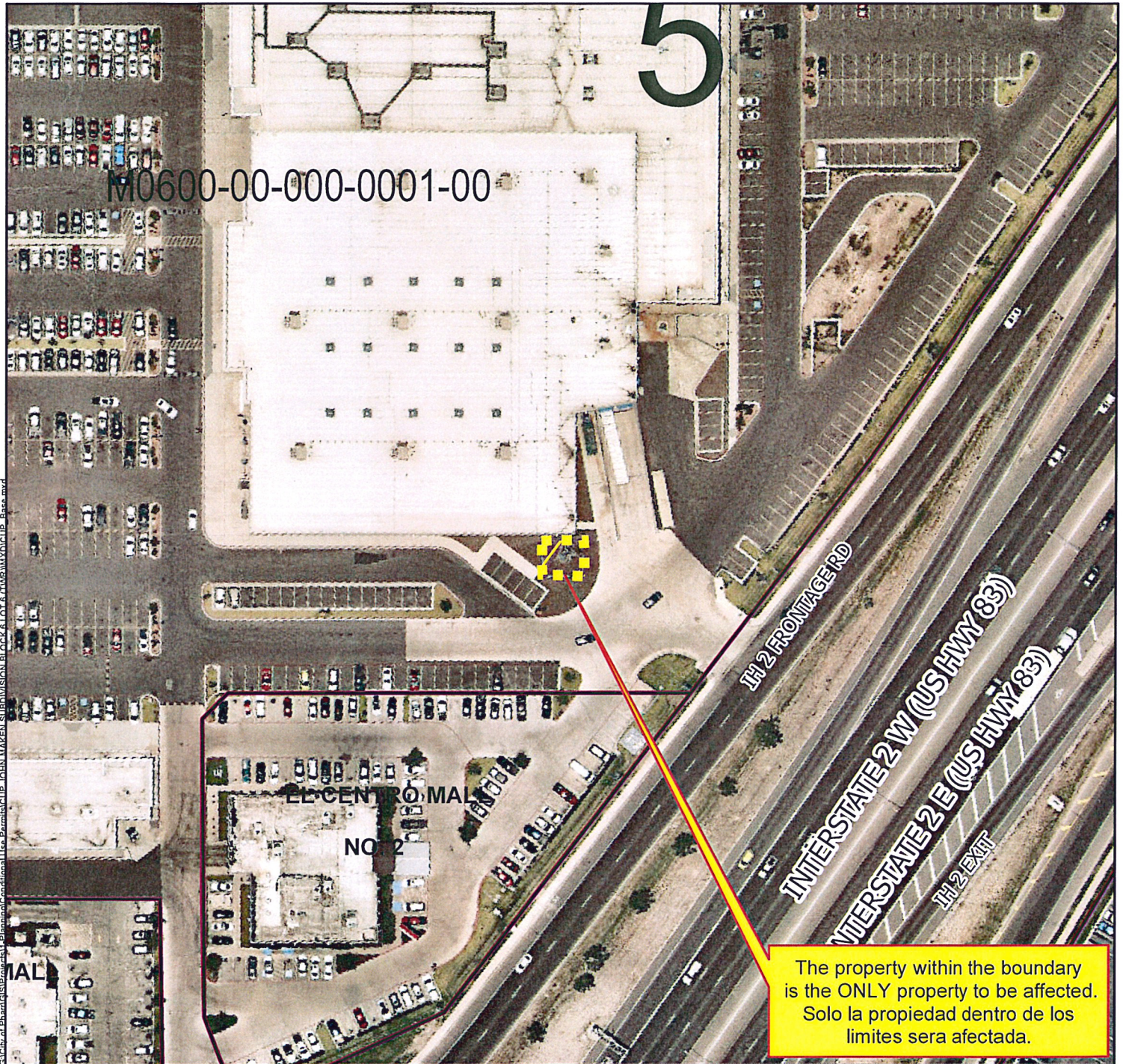
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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:**

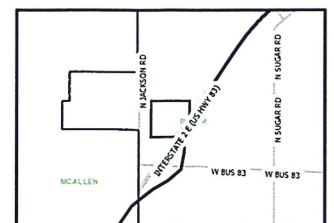
The Planning and Zoning Commission carried the motion unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C).

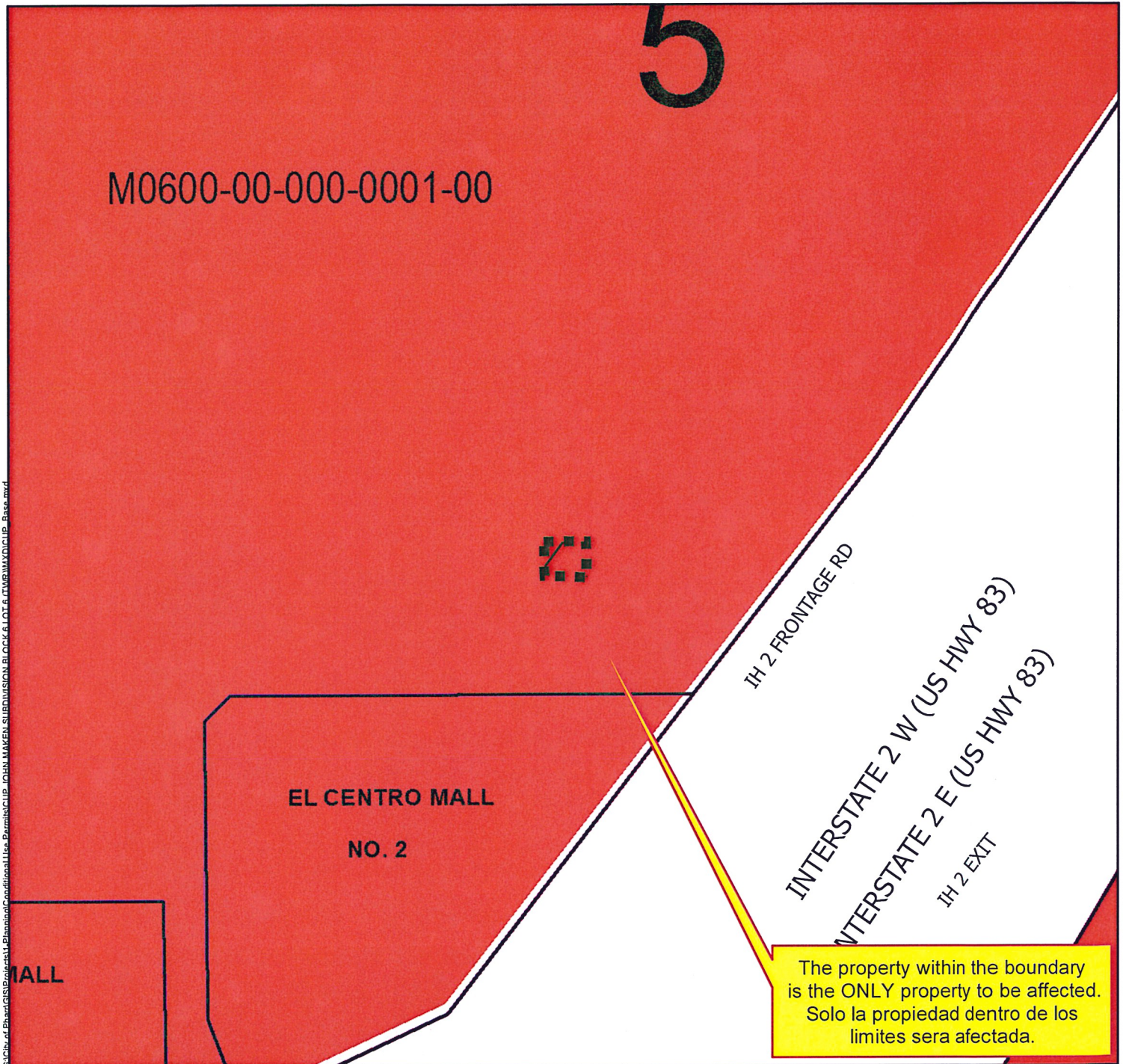


- | | | |
|-----------------------------|-------------------|-------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial |
| Single Family | HUD Code | Heavy Industrial |
| Single Family Small Lot | Rail Road R.O.W. | Limited Industrial |
| Two Family | Government Owned | Neighborhood 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 |

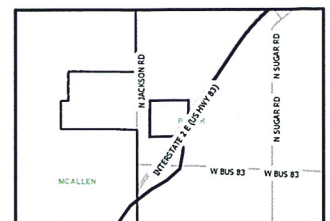
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





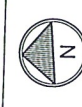
- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail 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.



1. ELEVATIONS ARE U.S.G.S. DATUM.
2. SURVEY INFORMATION SHOWN IS FROM A SURVEY CONDUCTED BY T.B.D.
3. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.
4. DO NOT EXCAVATE OR DISTURB BELOW THE PROPERTY LINES OR LEASE LINE UNLESS OTHERWISE NOTED.
5. ANY PROPOSED SCALE BUILDING DIMENSIONS FROM DRAWINGS SHALL BE RETURNED TO ITS SOURCE ENCOUNTERED DURING CONSTRUCTION OR TO COMPLETION OF WORK, SIZE, LOCATION AND TYPE OF UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY LOCATED AND PLACED ON AS-CONSTRUCTED DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO THE ENGINEER AT THE COMPLETION OF THE PROJECT.
6. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR INFORMATION SUPPLIED TO THE SUFFICIENCY OR ACCURACY OF THE REMOVAL OR ADJUSTMENT. CONTRACTOR WILL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL RELATIVE TO EACH UTILITY COMPANY DETAILED INFORMATION ABOUT EXISTING UTILITIES, METHODS AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
7. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER FOR RESOLUTION AND INSTRUCTIONS. CONTRACTOR SHALL NOT BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS EXPENSE. CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 3 WORKING DAYS PRIOR TO START OF CONSTRUCTION.
8. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE EXCAVATED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS AS SHOWN ON INSPECTION OF FINAL WORK. THE BUILDING DEPARTMENT SHALL BE NOTIFIED PRIOR TO ANY WORK BEING NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO ANY PERMIT SHALL BE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL. HAVING JURISDICTION.
9. CONTRACTOR SHALL MAKE SURE THAT THE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FIT WITH AREA INTO EXISTING GRADES AT THE GRADING LIMITS.
10. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR REINFORCED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REQUIREMENTS.
11. STRUCTURAL FILLS SUPPORTING ROADWAYS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
12. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO 95% MINIMUM STANDARD PROCTOR DENSITY.
13. ALL FILL SHALL BE PLACED TO A MINIMUM OF 18" IN THE LIFTS THICKNESS THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
14. HORIZONTAL SLOPES PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY REVISED INTO AN EXISTING SLOPE AS DIRECTED BY THE LOCAL ENGINEER.
15. THE GRADES WITHIN THE FENCED-IN AREA SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
16. CONTRACTOR COVERING THE AREA WITH A MINIMUM OF 1" OVERLAP AT SEAM. AFTER CRUSHING OPERATION, THEN ACQUIRE FINISH GRADE BY ADDING 6" OF CRUSHED GRANULAR MATERIAL.
17. CONTRACTOR SHALL CLEAN WEEDS, BRUSH OR ANY OTHER DEPOSITS THAT NO PAPERS, TRASH, ETC., REMAIN AFTER OTHER DEPOSITS REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
18. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
19. ALL CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO ALL CITY, COUNTY AND STATE ORDINANCES.
20. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS FOR SITES WHERE A CRANE IS NECESSARY, THE CONTRACTOR SHALL CONFIRM AN UNOBSTRUCTED ROUTE TO CONSTRUCTION. NO LOW PUBLIC ROAD TO TOWER SITE PRIOR TO CONSTRUCTION. NO LOW OBSTRUCTIONS UNDER FIFTY FEET ABOVE GRADE. INCLUDING AIRIAL UTILITY LINES ARE ALLOWED ALONG SAID CRANE ROUTE.

EXISTING BUILDING

[illegible]

1 SITE PLAN



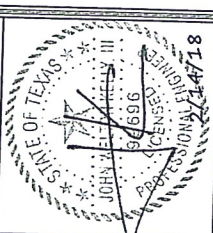
SITE NUMBER:
CC01936A

SITE NAME:
TIRE FACTORY OUTLET

SITE ADDRESS:
500 NORTH JACKSON
ROAD
PHARR, TX 78577

J+B+T PROJECT NO: 1174999.001.01		
CHECKED BY: RPS		
ISSUED FOR:		
REV	DATE	DESCRIPTION
A	11/8/17	SWM PRELIMINARY REVIEW
B	12/13/17	SWM PRELIMINARY REVIEW
C	2/14/18	GEN CONSTRUCTION

B&T ENGINEERING, INC.
F-9683
Expires 12/31/18



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE PLAN

SHEET NUMBER: C-1	REVISION: 0
-----------------------------	-----------------------

EXISTING ANTENNAS
ELEV = 101.2'

TOP OF TOWER
ELEV = 99'-0"

PROPOSED T-MOBILE ANTENNAS
PER FINAL APPEARANCE LIST
RAD CENTER = 90'-0" A.G.L.

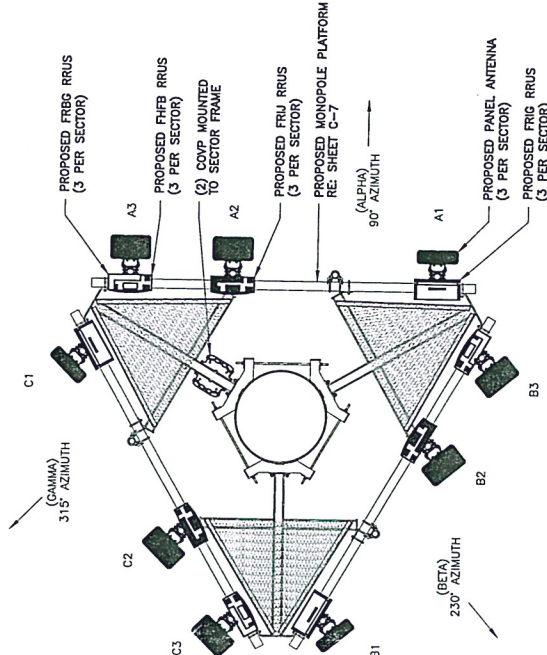
T-MOBILE APPEARANCE LIST
(1) MONOPOLE PLATFORM
(2) PANEL ANTENNAS
(3) FRG RRUS
(4) FRB RRUS
(5) FRU RRUS
(6) COVP BOX
(7) HYBRID CABLE

STRUCTURAL ANALYSIS NOTE:
REFER TO STRUCTURAL ANALYSIS OR
STRUCTURAL ANALYSIS FOR APPROVAL OF
ADDITIONAL NEW APPEARANCES.

ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR MARK	ANTENNA MODEL	AZIMUTH	MECH TILT	ELEC. TILT	ANTENNA CENTERLINE	SECTOR	TMA/RRU	CABLE	JUMPER TYPE	CABLE LENGTH
A-1 L2100	CELLMAX CMA-BDHH/6520/EO-8	90°	0°	0°	90°-0"	RIGHT ALPHA	(1) FRG	HYBRID FIBER TRUNK	DC/FIBER	120'-0"
A-2 U1900 L1900	COMMSCOPE FHH-65C-R3	90°	0°	0°	90°-0"	CENTER ALPHA	(1) FHF	-	DC/FIBER	-
A-3 L2100	COMMSCOPE FHH-65C-R3	90°	0°	0°	90°-0"	LEFT ALPHA	(1) FRG	-	DC/FIBER	-
B-1 L2100	CELLMAX CMA-BDHH/6520/EO-8	230°	0°	0°	90°-0"	RIGHT BETA	(1) FRG	HYBRID FIBER TRUNK	DC/FIBER	120'-0"
B-2 U1900 L1900	COMMSCOPE FHH-65C-R3	230°	0°	0°	90°-0"	CENTER BETA	(1) FHF	-	DC/FIBER	-
B-3 L2100	COMMSCOPE FHH-65C-R3	230°	0°	0°	90°-0"	LEFT BETA	(1) FRG	-	DC/FIBER	-
C-1 L2100	CELLMAX CMA-BDHH/6520/EO-8	315°	0°	0°	90°-0"	RIGHT GAMMA	(1) FRU	-	DC/FIBER	-
C-2 U1900 L1900	COMMSCOPE FHH-65C-R3	315°	0°	0°	90°-0"	CENTER GAMMA	(1) FHF	-	DC/FIBER	-
C-3 L2100	COMMSCOPE FHH-65C-R3	315°	0°	0°	90°-0"	LEFT GAMMA	(1) FRG	-	DC/FIBER	-

NOTE: TO THE MOST CURRENT RFDS SHEET FOR
FINAL ANTENNA CONFIGURATIONS AND AZIMUTH
DETAILS. COORDINATE WITH T-MOBILE PERSONNEL.



2 PROPOSED ANTENNA LAYOUT
SCALE: N.T.S.

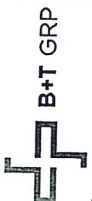
EXISTING MICROWAVE
ELEV = 21.4'

EXISTING MONOPOLE
T-MOBILE ICE BRIDGE
T-MOBILE EQUIPMENT

PROPOSED HYBRID
CABLE ROUTED ALONG
EXISTING ICE BRIDGE
ON NEW SUPPORT ARM.
MAX. SPACING 4' O.C.

1 TOWER ELEVATION
SCALE: N.T.S.

T-Mobile



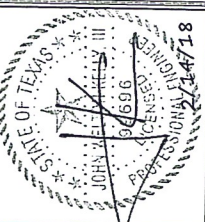
SITE NUMBER:
CC01936A

SITE NAME:
TIRE FACTORY OUTLET

SITE ADDRESS:
500 NORTH JACKSON
ROAD
PHARR, TX 78577

B+T PROJECT NO: 117499.001.01		RPS
CHECKED BY:		
ISSUED FOR:		
REV	DATE	DESCRIPTION
A	11/8/17	SAM PRELIMINARY REVIEW
B	12/13/17	SAM PRELIMINARY REVIEW
D	2/14/18	CEH CONSTRUCTION

B&T ENGINEERING, INC.
12/31/18
Expires 12/31/18



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
PROFESSIONALLY LICENSED, TO SIGN OR SEAL ANY
PROFESSIONAL DOCUMENT, TO ALTER ANY DOCUMENT.

TOWER ELEVATION &
ANTENNA DETAILS

SHEET NUMBER: C-3
REVISION: 0





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.4.

DATE SUBMITTED: November 29, 2018

MEETING DATE: December 10, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Antonio Martinez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). The property is legally described as being all of Lot 3, Block 1, Los Tesoros Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 828 West Del Oro Lane. **CUP#181173**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Antonio Martinez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). **CUP#181173**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval the request for Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to the listed conditions.

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano

Created/Initiated - 11/29/2018
Approved - 12/04/2018
Approved - 12/04/2018

City Management Office

Final Approval - 12/07/2018



MEMORANDUM

DATE: MONDAY, DECEMBER 10, 2018
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT - CHURCH
FILE NO. CUP#181173

GENERAL INFORMATION:

APPLICANT: Antonio Martinez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 3, Block 1, Los Tesoros Subdivision, Pharr, Hidalgo County, Texas..

LOCATION: The property's physical address is 828 West Del Oro Lane.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Medium Density Multi-Family Residential District (R-3) to the north and General Business District (C) to the south, east and west. This area is generally designated for industrial use in the Land Use Plan.

NOTIFICATION OF PUBLIC: Thirty-three (33) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or to the legal notice.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

CODE COMPLIANCE DIVISION: Recommends approval of the Conditional Use Permit

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit

**DEVELOPMENT
SERVICES**

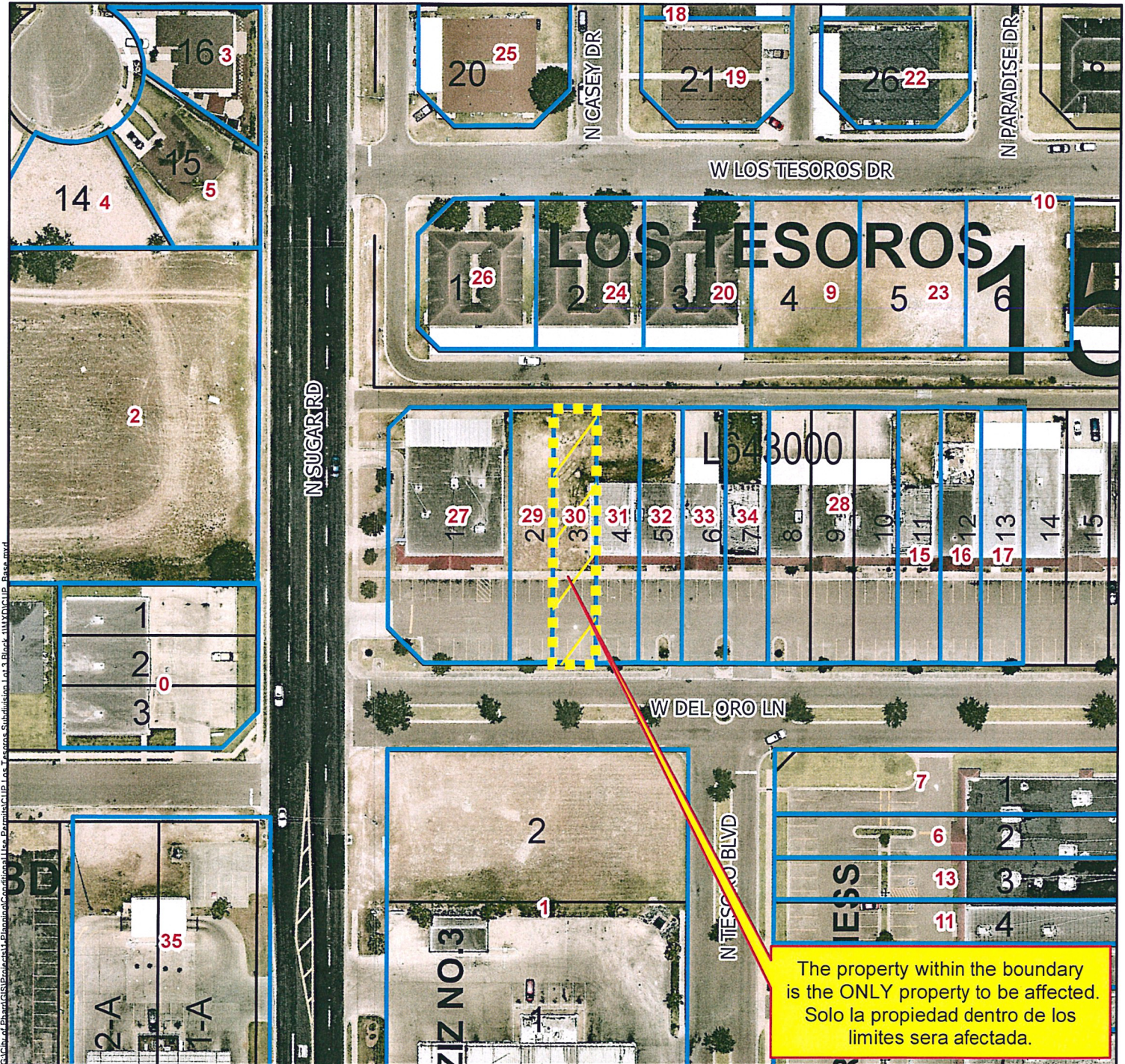
RECOMMENDATION:

Development Services is recommending approval the request for Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to the following conditions:

1. This Conditional Use permit shall be issued for the Life-of-the-Use and issued to the current owner only;
2. Parking requirements as per Ordinance;
3. If the need arises for expansion, applicant shall advise the city and it will be necessary for the Planning & Zoning Commission to reconsider this permit;
4. The applicant shall comply with the Landscaping and Sign Ordinance;
5. Any change in ownership or applicant conducting business shall terminate this Conditional Use Permit;
6. A building permit and Certificate of Occupancy will be required and current standard building codes must be observed; if applicable.
7. 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 of the building 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:**

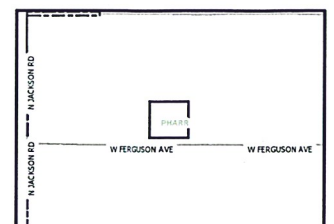
Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to staff's recommendations.



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

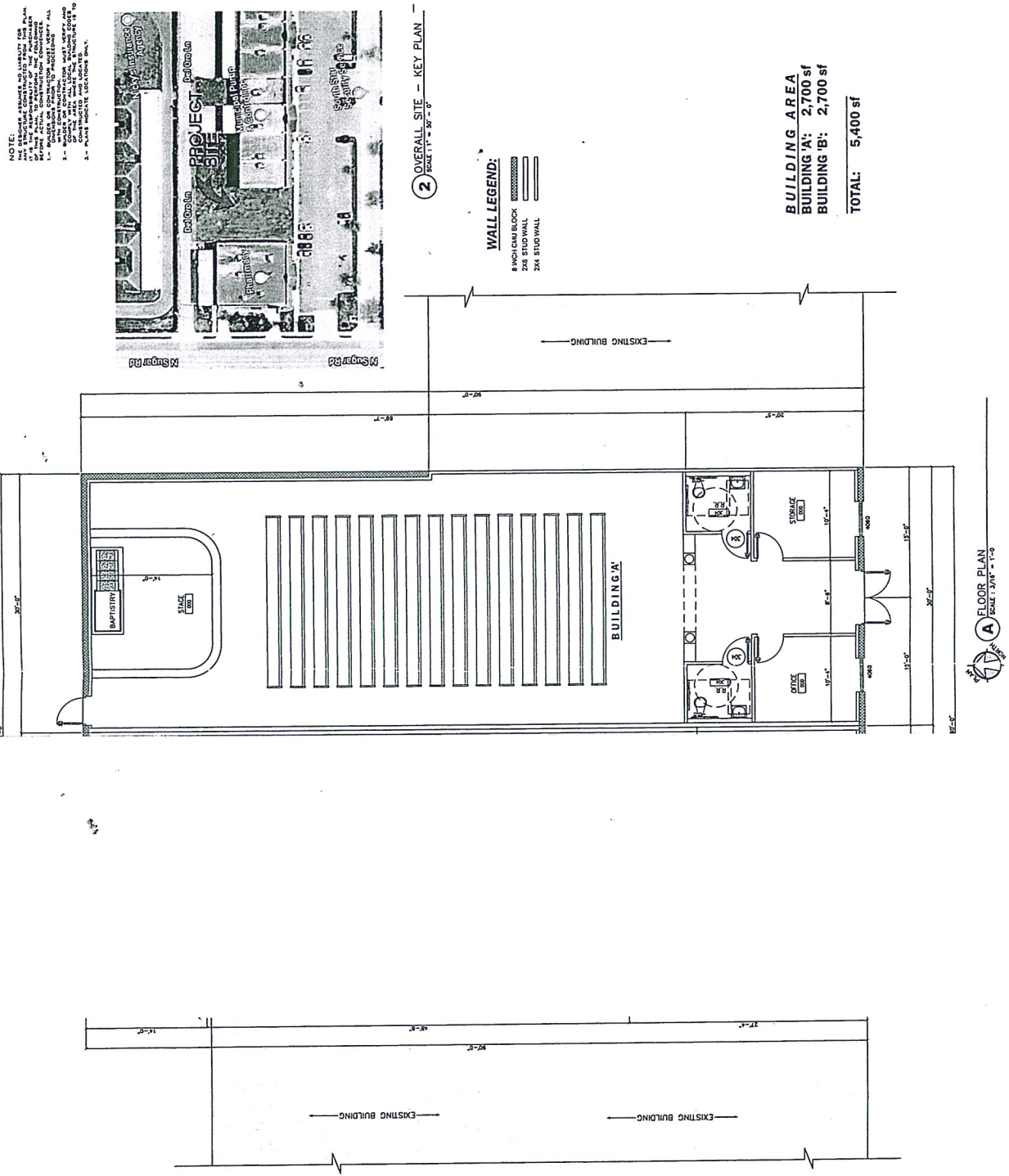
- Valley View ISD
- Planned Unit Development

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.





75% COMPLETION FOR REVIEW SET NOT FOR CONSTRUCTION







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.5.

DATE SUBMITTED: December 4, 2018

MEETING DATE: December 10, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. **CUP# 151169**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#151169**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 12/04/2018
Approved - 12/04/2018
Approved - 12/04/2018
Final Approval - 12/07/2018



Pharr



MAYOR Ambrosio Hernández, MD | INTERIM CITY MANAGER Edward Wylie, EMC
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

December 10, 2018

Conditional Use Permit **Renewal** for ABC – Colonia Cinco Estrellas, L.L.C.

Background:

Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Colonia Cinco Estrellas, L.L.C.

The property is located at 2200 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-M GARZA dba COLONIA CINCO ESTRELLAS LLC_2015



MEMORANDUM

DATE: MONDAY, DECEMBER 10, 2018
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#151169 (COLONIA CINCO ESTRELLAS, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2200 South Cage Boulevard.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

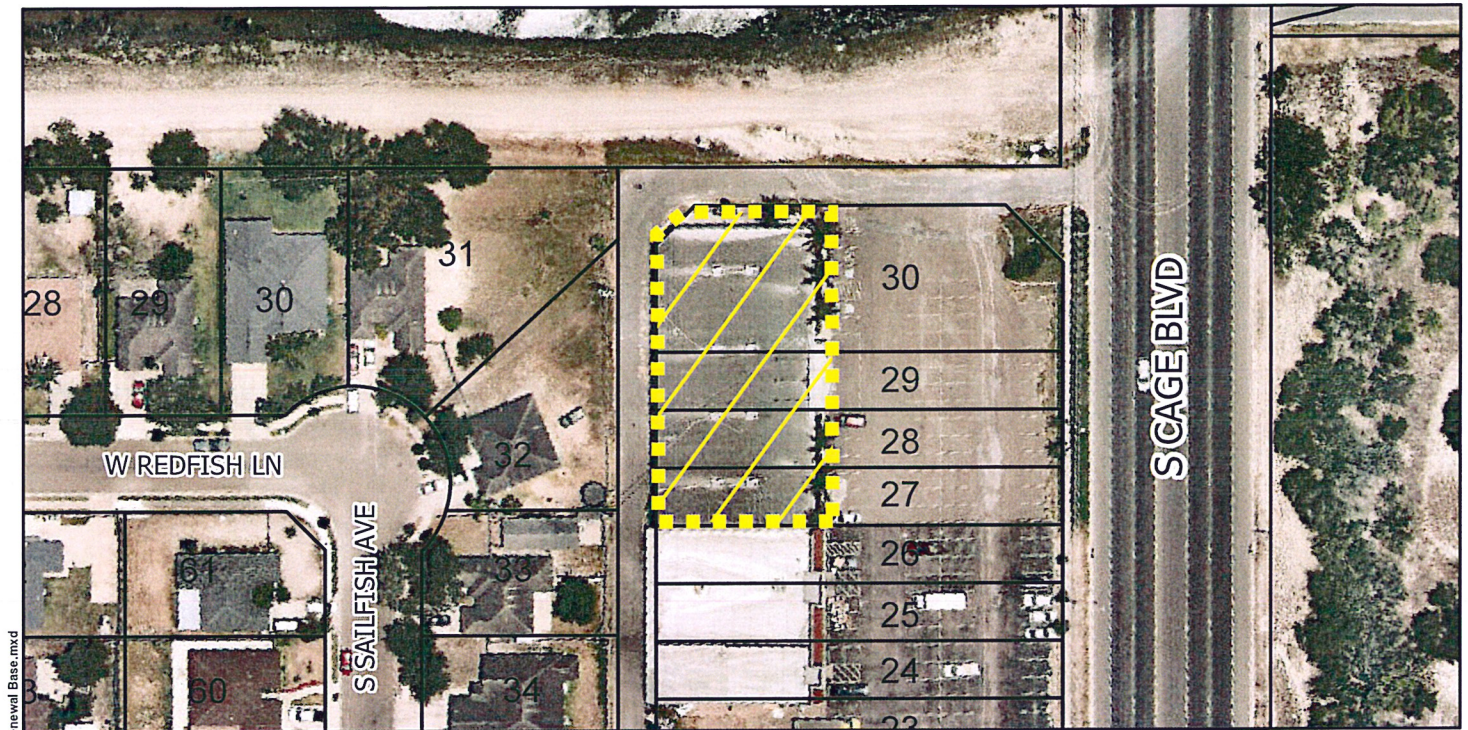
**PLANNING
DEVELOPMENT :**

Recommends approval of
the Conditional Use Permit.

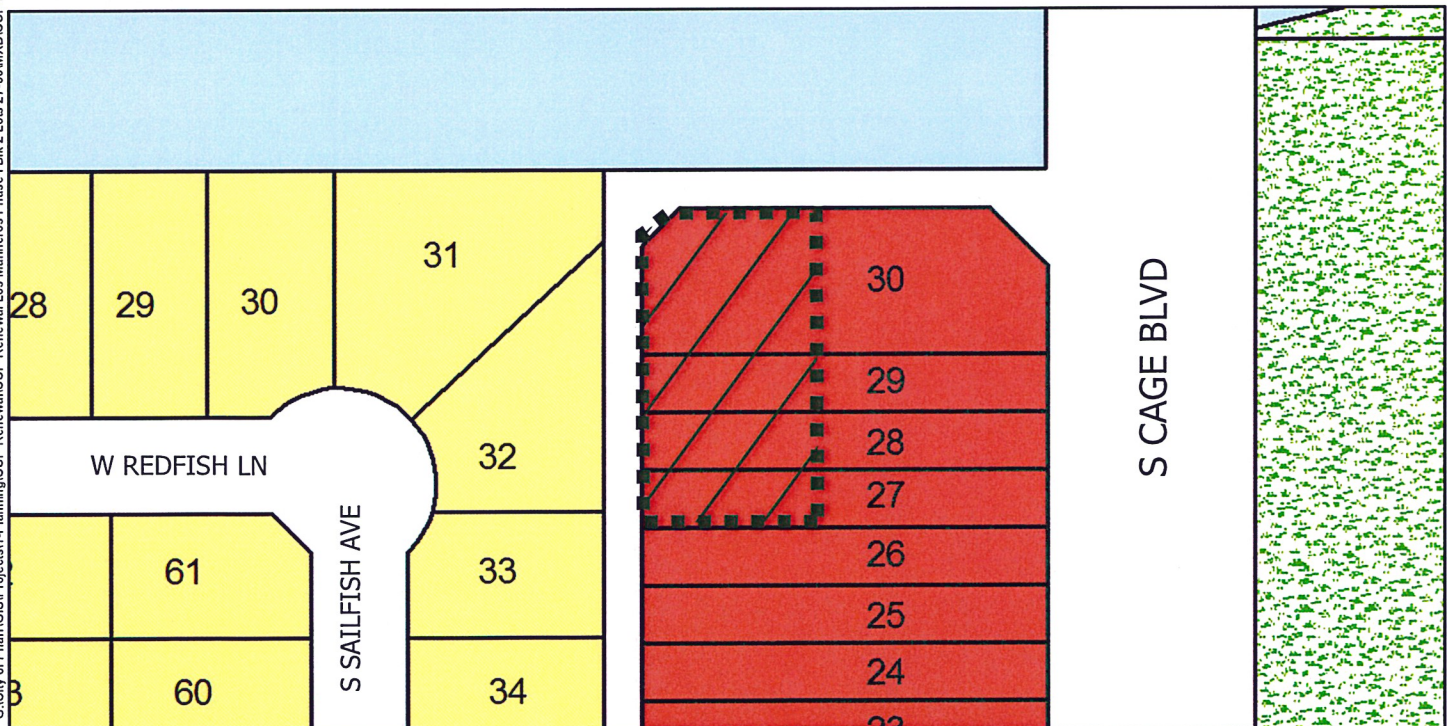
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
Los Marineros Subdivision Phase 1, Block 2, Lots 27-30
Maria Mayera Garza/ Colonia Cinco Estrellas



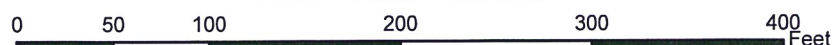
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Agricultural Open Space	High Density Multi-Family	Government Owned	Heavy Industrial	Hidalgo ISD
Single Family	Mobile Home	General Business	Limited Industrial	Valley View ISD
Single Family Small Lot	Townhouse	Business District	Neighborhood Commercial	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 = 100 feet

City of Pharr, Texas
Engineering Department
956.702.5355



Date: 11/6/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.6.

DATE SUBMITTED: December 4, 2018

MEETING DATE: December 10, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard.
CUP#151170

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#151170**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 12/04/2018
Approved - 12/04/2018
Approved - 12/04/2018
Final Approval - 12/07/2018



Pharr



MAYOR Ambrosio Hernández, MD | INTERIM CITY MANAGER Edward Wylie, EMC
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

December 10, 2018

Conditional Use Permit **Renewal** for ABC –

Friends All Parties, L.L.C.

Background:

Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Friends All Parties, L.L.C.

The property is located at 2302 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-M GARZA dba FRIENDS ALL PARTIES LLC_2015



MEMORANDUM

DATE: MONDAY, DECEMBER 10, 2018
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#151170 (FRIENDS ALL PARTIES, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2302 South Cage Boulevard.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

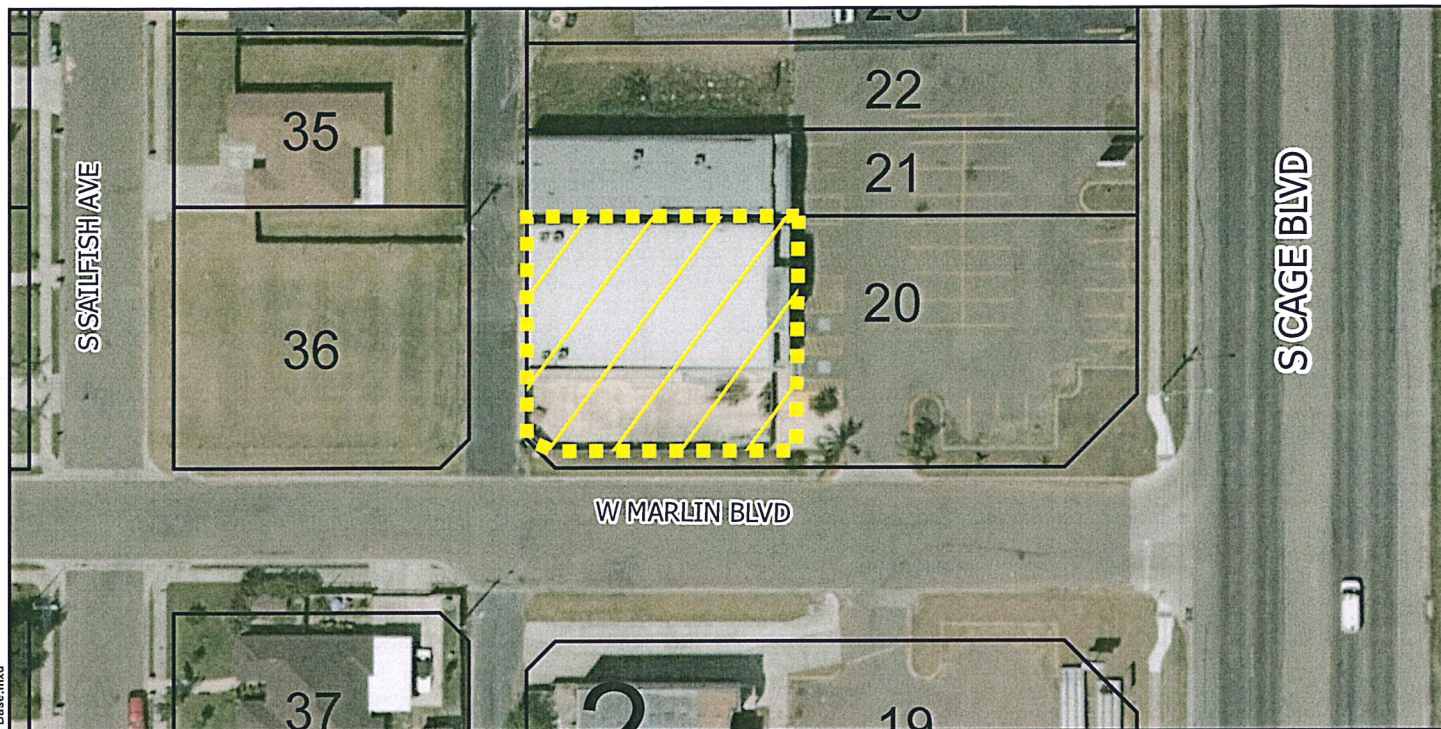
Recommends approval of
the Conditional Use Permit.

**PLANNING
DEPARTMENT:**

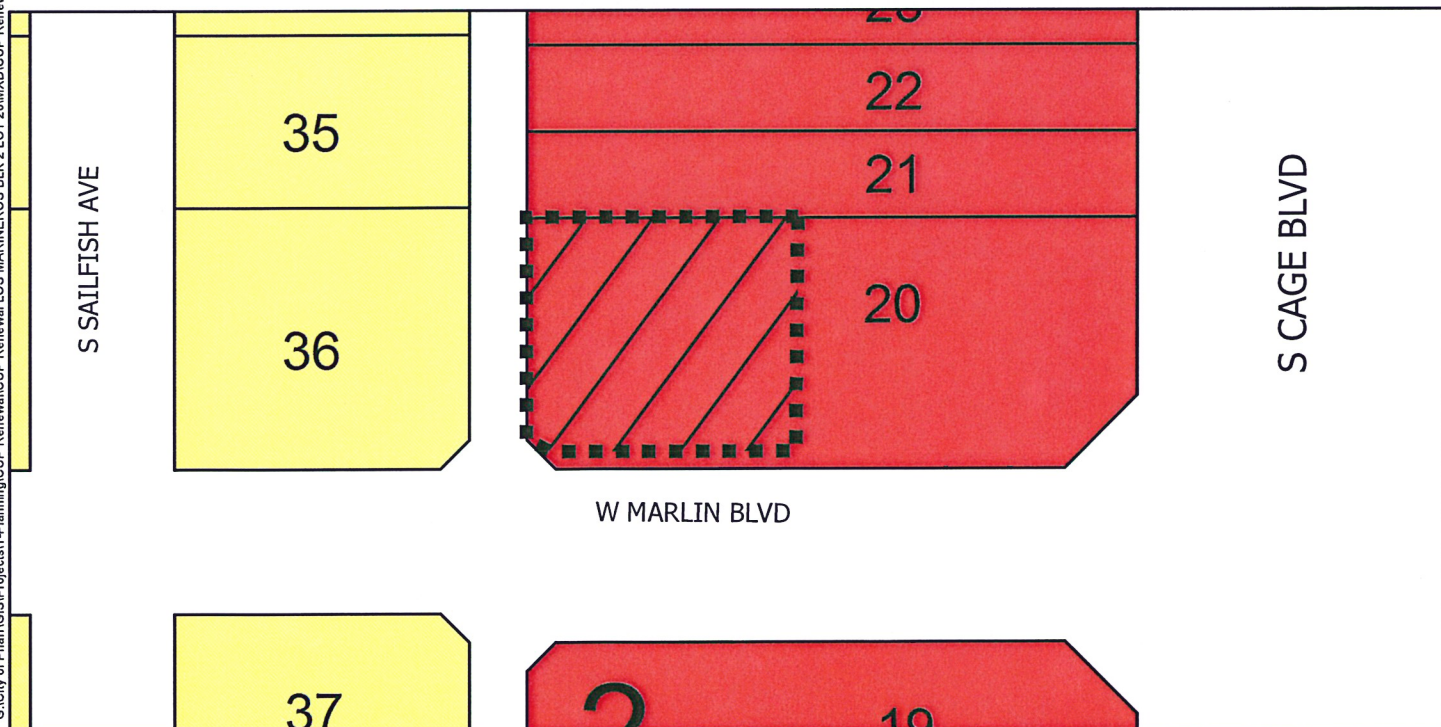
Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

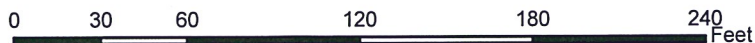
Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department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



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\LOS MARINEROS BLK 2 LOT 20\XD\CUP Renewal Base.mxd



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: November 20, 2018

MEETING DATE: December 10, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-30 revising and updating the Accounting Policies and Procedures. **(3rd and Final 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: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 11/20/2018

Karla Moya

Approved - 12/05/2018

Patricia Rigney

Approved - 12/05/2018

Sandra Zamora

Approved - 12/05/2018

City Management Office

Final Approval - 12/07/2018

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



TABLE OF CONTENTS

USER'S GUIDE	2
POLICY: CUSTODIAN OF FUNDS	4
POLICY: CONTROLLERSHIP FUNCTION	5
POLICY: CHART OF ACCOUNTS.....	9
POLICY: FIXED ASSETS/CAPITAL OUTLAY	13
POLICY: BUDGET PROCESS	15
POLICY: BUDGET AND FINANCIAL REPORTING.....	18
POLICY: EXTERNAL AUDIT OF CITY FINANCES.....	19
POLICY: INTERNAL AUDIT FUNCTION.....	20
POLICY: AUTHORIZATION TO SIGN CHECKS.....	23
POLICY: AUTHORIZATION TO PROCESS WIRE TRANSFERS	25
POLICY: AUTHORIZATION TO RELEASE CHECKS.....	27
POLICY: ESTABLISHMENT AND CONTROL OF CHANGE FUNDS	29
POLICY: REIMBURSEMENT OF TRAVEL EXPENSE	32
POLICY: PHYSICAL INVENTORY	38

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 #: 5.B.

DATE SUBMITTED: December 4, 2018

MEETING DATE: December 10, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a portion of street Right-Of-Way, being a portion of W. Caffery Ave., lying between Block 43, Lots 8 & 9 and Block 50, Lots 9, 10, 11 and 12, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. *(Adoption on 1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City Commission of the City of Pharr has determined that it is in the public interest that the City vacate, abandon and close a portion of a street Right-of-Way being a portion of W. Caffery Ave, in order to commence construction for the downtown park improvements.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
Omar Anzaldua
Patricia Rigney
City Management Office

Created/Initiated - 12/04/2018
Approved - 12/05/2018
Approved - 12/05/2018
Approved - 12/05/2018
Approved - 12/06/2018
Final Approval - 12/07/2018

ORDINANCE NO. O-2018-_____

AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE APPROXIMATELY SIX THOUSAND TWO HUNDRED AND NINETY (6,290) SQUARE FOOT PORTION OF STREET RIGHT-OF-WAY, BEING A PORTION OF WEST CAFFERY AVE. LYING BETWEEN BLOCK 43, LOTS 8 & 9 OF PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS AND BLOCK 50, LOTS 9, 10, 11 & 12, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS; AND DECLARING AN EMERGENCY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the City of Pharr has determined that it is in the public interest that the City vacate, abandon and close a portion of a street Right-of-Way being a portion of W. Caffery Ave, lying between Block 43, Lots 8 & 9, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas and Block 50, Lots 9, 10, 11 and 12, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas;

WHEREAS, the Board of Commissioners has determined that it is imperative to declare an emergency to vacate, abandon, and close a portion of W. Caffery to commence construction; and

WHEREAS, the legal description and the map of all the property to be vacated, abandoned and closed is set out in Exhibit "A" and Exhibit "B" attached hereto;

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

SECTION 1: That a portion of street Right-of-Way being a portion of W. Caffery Ave, lying between Block 43, Lots 8 & 9, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas and Block 50, Lots 9, 10, 11 and 12, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas; more fully described in Exhibit "A" is hereby vacated, and closed as a public Right-of-Way, and abandoned as such.

SECTION 2: DECLARING AN EMERGENCY: The importance of the subject matter hereof creates an emergency and is imperative to public necessity requiring the suspended of the rule that an Ordinance be read on 3 separate readings, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all members of the Board of Commissioners.

SECTION 3: EFFECTIVE DATE: This ordinance shall be effective immediately upon passage.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the 10th day of December, 2018

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ

ATTEST:

HILDA PEDRAZA, CITY CLERK

EXHIBIT A



State of Texas
County of Hidalgo
I, E.M. Card, a Civil Engineer, do
hereby Certify that this map of
PHARR and ADJACENT ACREAGE
TRACTS Situated in Hidalgo County
Texas on the St. L. B. & M. R. R. and in the
Original Grants Porcion 69 to Juande
Hinojosa, and Porcion 70 to Antonio
Velasco, a true and correct Plat
of said townsite and Acreage tracts
Surveyed by me during April and
May 1910 and September 1911

E.M. Card.
Civil Engr. & Surveyor.

Sworn to and subscribed before me
This the 26th Day of April (A.D. 1912)
(SEAL) W.E. Page Notary Public

Note.
Regular Blocks 300' x 400'
Boulevard 120' Wide
Streets 60' Wide
Avenues 60' wide
Alleys 20' Wide

PHARR
TEXAS
ORIGINAL PLAT
SHOWING
ADJACENT ACREAGE TRACTS.

Office of E.M. Card, Edinburg Sep. 1911.

Scale 1 inch = 200 Feet.



SCALE: 1"=40'

W. CAFFERY AVE.
AREA: 6,289.59 SF

S. CAGE BLVD.

P:\ENGINEERING\FY2018\PARKS\DOWNTOWN PARK PH II\DWG\4.1 CADD\Exhibits\Downtown Park Phase II Exhibit.dwg

DOWNTOWN PARK PHASE II

DESIGNED BY:	--
DRAWN BY:	JAP
CHECKED BY:	MC
DATE:	30-Nov-18

Pharr Engineering
118 S Cage Blvd.
Pharr, TX 78577
956-402-4221





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 10, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution in support of West Ridge Development, LP to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for West Ridge Apartments.

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 - 12/05/2018
Approved - 12/05/2018
Final Approval - 12/07/2018

RESOLUTION NO. R-2018-__

WHEREAS, West Ridge Development, LP has proposed a development for affordable rental housing at 1511 W Ridge Rd, Pharr, TX 78577 named West Ridge Apartments , TDHCA# _____ in the City of Pharr; and

WHEREAS, West Ridge Development, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for West Ridge Apartments.

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

The City of Pharr, acting through its governing body, hereby confirms that it supports the proposed West Ridge Development, LP at 1511 W. Ridge Rd, Pharr, TX 78577 in the City of Pharr, TDHCA# _____ and that this formal action has been taken to put on record the opinion expressed by the City of Pharr on December 10, 2018; and

FURTHER RESOLVED that for and on behalf of the Governing Body, Ambrosio Hernandez, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 10th DAY OF DECEMBER 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Housing and Economic Development

316 W.2nd Street, Suite 600
Los Angeles, CA 90012

Telephone: 213-362-0260
www.chavezfoundation.org

Project Contacts:

Jennifer Bartlett
Director of Acquisitions
jbartlett@chavezfoundation.org
501-291-2011

Alfredo Izmatjovich
Executive Vice President
alfredoi@chavezfoundation.org

Welton Smith
Director of Real Estate Development
wsmith@chavezfoundation.org

West Ridge Housing Development LP 1511 West Ridge Road, Pharr

PROJECT

- Multi-Family Community
- Up to 150 Units
- 1, 2 & 3 Bedroom Units
- 3 Stories
- Energy Efficient
- Serving Populations Below 60% AMI

AMENITIES

- Si Se Puede Learning Center
- Swimming Pool and Children's Tot Lots
- Business Center for Residents equipped with computers, printers and internet wi-fi
- Energy Efficient Appliances
- Green Building Features

PROPOSED FUNDING

- Texas Department of Housing and Community Affairs – Competitive Low Income Housing Tax Credit Program (9%)
- Conventional Loan for Permanent Financing

PROPOSED TIMELINE

- January 9th, 2019 – Submit Pre-Application to TDHCA
- March 1st, 2019 – Submit Full Application to TDHCA
- June, 2019 – Preliminary Scores received from TDHCA
- July, 2019 – TDHCA Awards Received
- November 30, 2019 – Financing Closed
- November 30, 2019 – Construction Begins

DEVELOPMENT TEAM

- Architect – TBD
- Engineer – TBD
- General Contractor - Greenfield Construction
- Owner/Manager/Developer – Cesar Chavez Foundation
- Social Services – Cesar Chavez Foundation





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 10, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action if any, authorizing City Manager to advertise for Request for Proposals for Independent Financial Advisory Services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract for Financial Advisory Services expired on November 10, 2018.

Financial advisors are needed to help maintain the fiscal strength. The Quality of the services provided by firms serving in these roles is integral to the ability of a government to meet important financing objectives and obtain the lower costs of financing.

Local governments need to have confidence that the professionals chosen are knowledgeable and will work actively on their behalf.

A Request for Proposals (RFP) is a tool that helps an issuer select the best firm to provide financial advisory services.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Karla Moya
Karla Moya
Patricia Rigney

Created/Initiated - 12/05/2018
Approved - 12/05/2018
Approved - 12/05/2018

Sandra Zamora
City Management Office

Approved - 12/05/2018
Final Approval - 12/07/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: December 6, 2018

MEETING DATE: December 10, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Change Order No. 1 with MJA Construction, LLC, in the amount of \$9,191 for the Jackson Rd. Right Turn Lane Project. (Project No. 1718-40-510-C010-252)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Change Order is for various additions to the project including the remobilization of the traffic control signage due to the City's request to open up the road during Thanksgiving Weekend.

Additionally, the contractor encountered various drain pipes from the Chic-Fil-A that required reconnection to the new storm drain system.

Financial Consideration:

Original Contract Amount \$149,558.48

Changer Order No. 1 \$ 9,191.00

Revised Contract Amount \$158,749.48

Staff Recommendation: Staff recommends approval of Change Order No. 1 to MJA Construction, LLC, in the amount of \$9,191 for a revised contract amount of \$158,749.48.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

Sandra Zamora

Created/Initiated - 12/06/2018

Approved - 12/06/2018

Approved - 12/06/2018

Karla Moya
Patricia Rigney
City Management Office

Approved - 12/07/2018
Approved - 12/07/2018
Final Approval - 12/07/2018

CHANGE ORDER NUMBER ONE (1)

Project: 1718-40-510-C010-252 Jackson Rd. Right Turn Ln.

DATE OF ISSUANCE:

5-Dec-18

EFFECTIVE DATE:

5-Dec-18

OWNER: City of Pharr

OWNER'S CONTRACT NO: 1718-40-510-C010-252

CONTRACTOR M.J.A. Construction, LLC

3100 Hackberry Ave.

Mission, Tx. 78574

ENGINEER:

R. Gutierrez Engineering Corp.

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

- Description:
- | | |
|---|--|
| 1 | 4LF OF 18" RCP WAS REMOVED AND REPLACED WITH 4LF OF 30" RCP |
| 2 | CONNECT TWO EXISTING GRATE INLETS @ CHICK-FIL-A (ONE SOUTH ONE EAST)
TO PROPOSED TYPE A INLET |
| 3 | UNEXPECTED LANE REOPEN AND RECLOSE FOR BLACK FRIDAY |
| 4 | JUNCTION BOX LID @ EAST FRONTAGE RD |

Reason for Change Order:

1. 30" RCP ALREADY EXISTED @ EAST FRONTAGE. AS REQUESTED BY MR. TONY PADRON, NEW/PROPOSED 18" RCP WAS REMOVED AND 30" RCP WAS INSTALLED.
2. TWO EXISTING GRATE INLETS CONNECTED TO THE EXISTING CURB INLET (WHERE PROPOSED TYPE A INLET WAS INSTALLED) WERE NOT SHOWN ON PLANS.
3. STRIPING, REPLACING MILLING, REMOVING MILLING, REAPPLYING MC-30 TO 3000 SF, TRAFFIC SIGNS AND BARRICADES REMOVED AND REINSTALLED IN ORDER TO OPEN LANE CLOSURE FOR BLACK FRIDAY.
4. EXISTING INLET TO BE ABANDONED REQUIRED A SOLID JUNCTION COVER DUE TO UNEXPECTED 8" PVC PIPE COMING FROM THE EAST. AS REQUESTED BY CITY.

Attachments: PLEASE SEE PG 2

CONTRACT PRICE: \$158,749.48

CHANGE IN CONTRACT TIME

Original Contract Price

Original contract time for

\$149,558.48

30 DAYS

Net Changes from previous Change Order

\$0.00

Change in Contract Price

Net Increase (decrease) of this Change Order

INCREASE INCLUDING CREDIT

Contract Price prior to this Change Order

\$9,191.00

\$149,558.48

Net % increase (decrease) from original contract price

LESS THAN 7%

CHANGE ORDER

M.J.A. CONSTRUCTION, LLC

3100 HACKBERRY AVE.
MISSION, TX. 78574

Date: 12/5/2018

Engineer: R. Gutierrez P.E.

Project: Right Turn Ln. Jackson Rd.
1718-40-510-C010-252

DESCRIPTION	QTY	UOM	RATE	Line Total
30" RCP	4	LF	\$110.00	\$440.00
18" RCP (Credit)	4	LF	\$38.00	-\$152.00
Two existing grate inlets connected to the existing curb inlet (where proposed type A Inlet was installed) were not shown on plans.	2	EA	\$1,400.00	\$2,800.00
Striping, replacing milling, removing milling, reapplying MC-30 to 3000 SF, traffic signs and barricades removed and reinstalled in order to open lane closure for Black Friday.	1	LS	\$5,000.00	\$5,000.00
Breakdown of existing inlet box to 12" above RCP to accomodate solid junction box lid	1	LS	\$1,103.00	\$1,103.00
Subtotal				\$9,191.00
Total				\$9,191.00

Work Breakdown

	UOM	QTY	RATE	TOTAL
8" Inlet Connections @ Chick-fil-A (Southside):				
8" SDR	LF	10	\$ 25.00	\$ 250.00
Concrete Collar	EA	1	\$ 160.00	\$ 160.00
5 hours, 1 Backhoe, 1 Operator, 2 laborers,				
1 Foreman - Labor to locate pipe: LS		1	\$ 1,320.00	\$ 1,320.00
12" Inlet Connections @ Chick-fil-A (Eastside)				
Connect 2 Existinf 4" PVC pipes:				
12" SDR	LF	10	\$ 25.00	\$ 250.00
Concrete Collar	EA	1	\$ 160.00	\$ 160.00
5 hours, 1 Backhoe, 1 Operator, 2 laborers,				
1 Foreman - Labor to locate pipe: LS		1	\$ 1,320.00	\$ 1,320.00
Each Connection was done on different days.				
			SubTotal:	\$ 3,460.00
			Disc:	(\$1,060.00)
			Total:	\$ 2,400.00

Junction Box Cover on existing inlet as Per City
of Pharr

Material-Special Order Concrete Junction box				
lid, Ramneck Sealer and Concrete blade: LS		1	\$ 513.00	\$ 513.00
4 hours, 1 Backhoe, 1 Operator, 1 laborers, 1				
Foreman - Labor to breakdown inlet to measure				
12" above RCP: LS		1	\$ 590.00	\$ 590.00
			SubTotal:	\$ 1,103.00
			Disc:	\$ -
			Total:	\$ 1,103.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: December 6, 2018

MEETING DATE: December 10, 2018

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order No. 1 with Jimmy Closner & Sons Construction Company Inc. for the Water Transmission Main Improvements Project. (Bid No. 1415-02-582-0037)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Change Order Number 1 is for **(1)** the consolidation of quantities from contracted amount, **(2)** addition of work to construct the south Pharr 20-inch water line extension and 12-inch water line extension, and **(3)** additional days to cover the extra work (209 calendar days) and the time between completion of contracted work and start of new work (453 calendar days) for the Water Transmission Main Improvements. A total of 662 calendar days will be added to the contract for a revised completion date of June 30, 2019.

The City of Pharr requested additional service from Jimmy Closner & Sons Construction Co., Inc. to add approximately 2,850 linear feet of 20-inch water main and 2,200 linear of 12-inch water main in South Pharr. The Texas Historical Commission and Texas Water Development Board have granted approval for the project.

Financial Consideration:

Original Contract Amount	\$6,591,196.00
Change Order #1 (ADD)	<u>\$1,131,675.00</u> (17.17%)
New Contract Amount	\$7,722,871.00

Staff Recommendation: Staff recommends approval of Change Order Number 1 to add \$1,131,675 to the Water Transmission Main Improvements contract with Jimmy

Closner & Sons Construction Company Inc. (C/O #1 incorporates an extension of a 20-inch waterline from Hi-Line Rd. to Military Rd., a 12-inch waterline extension, and adds an additional (209) calendar days to the contract to complete this work).

Alternatives: N/A

ROUTING:

Maria Rangel	Created/Initiated - 12/06/2018
Omar Anzaldúa	Approved - 12/06/2018
Sandra Zamora	Approved - 12/06/2018
Karla Moya	Approved - 12/07/2018
City Management Office	Final Approval - 12/07/2018



Technical Memo 1

November 30, 2018

City of Pharr- South Water Transmission Main Project

PREPARED BY: Garcia Infrastructure Consultants, LLC

PREPARED FOR: City of Pharr

SUBJECT: City of Pharr - South Water Transmission Main Project
Revised Change Order #1

DATE: November 30, 2018

Change Order #1 dated December 19, 2017 is being modified to capture final pricing provided by the Contractor as well as adjustments to remaining funds from the Eldora EST Project. The revised change order captures additional items identified by the City of Pharr and Garcia Infrastructure Consultants (GIC) that were not known at the time the original change order was presented. These changes reflect improvements to the alignment mostly to facilitate service for future developments.

The total Change Order No. 1 request from the Contractor was \$1,042,700.00. This change order was to be paid by the approved Change Order No. 1 in the amount of \$792,700.00 plus \$250,000 from the Eldora EST Project. This amount from the Eldora Project represented a credit as this project was successfully completed under budget. However, the Eldora EST contract was recently closed and due to administrative requirements, a change order was issued and approved by City of Pharr Commissioners Court to credit the contract in the same amount (\$250,000). Therefore, the revised change order amount partially represents the project improvements identified by the City of Pharr and GIC (\$88,975.00) plus the \$250,000 credit being used from the now closed Eldora EST Project. Note that \$54,965.00 is remaining in the original water transmission main project that is also being used to help cover Change Order No. 1. **Table 1** shows the total pricing from the Contractor.

Refer to the **Table 2** shows the breakdown associated with the original Change Order No. 1. **Table 3** shows the adjusted amount as explained above.

Table 1
Original Change Order No. 1

Description	Population
20" Water Tran Main	\$796,100.00
12 Water Main	\$390,540.00
Credit from Original	-\$54,965.00
Total	\$1,131,675.000

Table 2
Original Change Order No. 1

Description	Population
CO No. Approved	\$792,700.00
Eldora EST Transfer	\$250,000.00
Total	\$1,042,700.00

Table 2
Revised Change Order No. 1

Year	Population
CO No. Approved	\$792,700.00
Eldora EST Transfer	\$250,000.00
Project Improvements	\$88,975.00
Total	\$1,131,675.00

Change Order Amount

As noted, the City of Pharr requested additional service from JCS to add approximately 2,850 LF of 20-inch Water Main and 2,200 LF of 12-inch Water Main in South Pharr. Texas Historical Commission and Texas Water Development Board have granted approval for the project.



Attachment A-



CHANGE ORDER

Contractor: Jimmy Closner & Sons Construction Co., Inc.

Change Order No.: 1-Rev.

Project: City of Pharr WTM Improvements Project

Date: 11/05/2018

Notice to Proceed Date: 03/15/2016

Change Order Amount: \$ 6,591,196.00

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

Consolidation of quantities from contracted amount. Consideration to award the construction of the South Pharr 20" Water Line Extension (approx. 2,850 LF) and 12" Water Line Extension (approx. 2,200 LF).

Reason for Change Order:

Due to project scope changes and field directives changes, quantity amounts have been consolidated to reflect the correct amounts constructed. The additional contract extension section of the change order (South Pharr Extension) was requested by the City of Pharr Staff. Attached are the contracted amounts and change order amounts for your consideration. Contractor has requested additional 209 calendar days extension (Starting December 3, 2018) for project completion.

Contract Price

Contract Time(Calendar Days)

Original Contract:	<u>\$ 6,591,196.00</u>
Previous Change Order: (+/-)	<u>\$ 0.00</u>
This Change Order: (+/-)	<u>\$ 1,131,675.00</u>
Revised Contract Amount:	<u>\$ 7,722,871.00</u>

Original Completion Date:	<u>09/06/2017</u>
Additional Days:	<u>662</u>
Revised Completion Date:	<u>06/30/2019</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:

Robert Closner

Authorized Signature

11/28/18

Date

Recommended:

Javier Garcia, P.E.

Authorized Signature

11/28/18

Date

Project Engineer

Omar Anzaldia Jr., P.E.

Authorized Signature

Date

City Engineer

Approved:

City Manager

Authorized Signature

Date

JIMMY CLOSNER & SONS CONST. CO., INC.

P.O. BOX 170

MERCEDDES, TEXAS 78570

DATE: 11/01/18

PH: 956-565-2688

FX: 956-565-0347

TO: GARCIA INFRASTRUCTURE CONSULTANTS

ATTN: JAVIER GARCIA, P.E.

JOB: CITY OF PHARR

SOUTH TRANSMISSION PROJECT

CHANGE ORDER REQUEST

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<u>20" WATER LINE (ALTERNATE PRICING)</u>					
1.	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00
2.	CLEARING & GRUBBING	LS	1	\$12,000.00	\$12,000.00
3.	SITE RESTORATION	LS	1	\$15,000.00	\$15,000.00
4.	GROUND & SURFACE WATER CONTROL	LS	1	\$9,500.00	\$9,500.00
5.	EROSION AND SEDIMENTATION CONTROLS	LS	1	\$5,600.00	\$5,600.00
6.	TRENCH SAFETY PROTECTION	LF	2,600	\$1.00	\$2,600.00
7.	TRAFFIC CONTROL	LS	1	\$8,500.00	\$8,500.00
8.	DISINFECTION TESTING	LS	1	\$4,500.00	\$4,500.00
9.	HYDROSTATIC TESTING	LS	1	\$6,500.00	\$6,500.00
10.	20" C-900 DR 18 PVC TRANSMISSION MAIN	LF	2,600	\$135.00	\$351,000.00
11.	20" GATE VALVE W/ BOX	EA	3	\$13,600.00	\$40,800.00
12.	12" GATE VALVE W/ BOX	EA	4	\$2,900.00	\$11,600.00
13.	2" COMBO AIR RELEASE VALVE ASSEMBLY	EA	2	\$5,000.00	\$10,000.00
14.	20"x20" TEE (ON EXISTING LINE)	EA	2	\$30,000.00	\$60,000.00
15.	20" WET CONNECTION	EA	1	\$13,500.00	\$13,500.00
16.	12" WET CONNECTION	EA	1	\$12,000.00	\$12,000.00
17.	36" BORE & CASING (FOR 24" PIPE)	LF	110	\$720.00	\$79,200.00
18.	36" STL CASING (OPEN CUT)	LF	46	\$300.00	\$13,800.00
19.	36" PVC CASING (OPEN CUT)(GAS LINES)	LF	100	\$250.00	\$25,000.00
20.	DI PIPE FITTINGS	LS	1	\$25,000.00	\$25,000.00
21.	DEWATERING	LS	1	\$40,000.00	\$40,000.00
22.	BETTERMENT	LS	1	\$20,000.00	\$20,000.00
TOTAL 20" WATER LINE					\$796,100.00
<u>12" WATER LINE</u>					
1.	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
2.	CLEARING & GRUBBING	LS	1	\$8,000.00	\$8,000.00
3.	SITE RESTORATION	LS	1	\$7,000.00	\$7,000.00
4.	GROUND & SURFACE WATER CONTROL	LS	1	\$2,500.00	\$2,500.00
5.	EROSION AND SEDIMENTATION CONTROLS	LS	1	\$4,500.00	\$4,500.00
6.	TRENCH SAFETY PROTECTION	LF	2,140	\$1.00	\$2,140.00
7.	TRAFFIC CONTROL	LS	1	\$7,000.00	\$7,000.00
8.	DISINFECTION TESTING	LS	1	\$3,000.00	\$3,000.00
9.	HYDROSTATIC TESTING	LS	1	\$6,500.00	\$6,500.00
10.	12" C-900 DR 18 PVC TRANSMISSION MAIN	LF	2,140	\$95.00	\$203,300.00
11.	12" GATE VALVE W/ BOX	EA	4	\$2,900.00	\$11,600.00
12.	2" COMBO AIR RELEASE VALVE ASSEMBLY	EA	2	\$5,000.00	\$10,000.00
13.	12"x12" TEE (ON EXISTING LINE)	EA	1	\$8,500.00	\$8,500.00
14.	12" WET CONNECTION	EA	2	\$12,000.00	\$24,000.00
15.	24" PVC CASING OPEN CUT	LF	135	\$220.00	\$29,700.00
16.	12" C-900 DR 18 PVC (BORED UNDER CONCRETE DRIV	LF	140	\$270.00	\$37,800.00
17.	DI PIPE FITTINGS	LS	1	\$10,000.00	\$10,000.00
TOTAL 12" WATER LINE					\$390,540.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: November 20, 2018

MEETING DATE: December 10, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on amendment to Franchise Agreement between the City of Pharr and Magic Valley Electric Cooperative, Inc. (Project #1819-01-510-S007-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Magic Valley Electric and American Electrical Power are proposing to exchange some service areas on the northeast corner of W. Owassa and N. Jackson Road. The franchise agreement must be amended in order for this to happen.

Financial Consideration:

Staff Recommendation: Staff is recommending approval

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 11/20/2018
Approved - 12/07/2018
Approved - 12/07/2018
New -

FRANCHISE AGREEMENT
Between
The City of Pharr
and
Magic Valley Electric Cooperative, Inc.

ARTICLE 1.

For the purpose of this franchise, the following words and phrases shall have the meaning given in this article, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.

1.1 "City" refers to and is the municipal corporation designated as the City of Pharr, Hidalgo County, Texas and includes the territory as currently is or may in the future be included within the boundaries of the City of Pharr.

1.2 "Company" refers to and is Magic Valley Electric Cooperative, Inc., and its successors and assigns, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest.

1.3 "Council" or "City Council" refers to and is the legislative body of the City.

1.4 "Distribution Facilities" refers to and is only that portion of the Company's electric system, which delivers electric energy from the substation breakers to the point-of delivery of the customer, including all devices connected to that system.

1.5 "Facilities" refer to and are all facilities reasonably necessary to provide electrical energy within and through the City and include plants, works, systems, substation, transmission

and distribution structures, lines, equipment, pipes, mains, conduit, transformers, underground lines, meters, wires, cables and poles.

1.6 "Overhead Conversion" refers to and is the process of converting overhead electric distribution facilities to underground facilities.

1.7 "Public Easements" refer to and are public and dedicated easements created and available for use by utilities for their facilities.

1.8 "Relocation" refers to and is the movement of facilities from one location to another in public easements or streets and other public places.

1.9 "Residents" refers to and includes all persons, business, industry, governmental agencies, and any other entity whatsoever, presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the City.

1.10 "Revenues" refer to and are those amounts of money which the Company receives from its customers within the City from the sale of electrical energy to customers within the City and under rates authorized by the Company's tariff and represent amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible, accounts, corrections or other regulatory adjustments.

1.11 "Streets and Other Public Places" refer to and are streets, alleys, viaducts, bridges, roads, lanes and other public places in said City.

ARTICLE 2.

GRANT OF FRANCHISE

2.1 Grant of Franchise. The City of Pharr hereby grants to Magic Valley Electric Cooperative, Inc., for the period specified in and subject to the conditions, terms and provisions contained in this franchise, a non-exclusive right to furnish, sell and distribute electrical energy to the City and to all residents of the City. Subject to the conditions, terms and provisions

contained in this franchise, the City also hereby grants to the Company a non-exclusive right to acquire, construct, install, locate, maintain, operate and extend into, within and through the City all facilities reasonably necessary to furnish, sell and distribute electrical energy within and through the City and a non-exclusive right to make reasonable use of the streets and other public places as may be necessary to carry out the terms of this franchise. These rights shall extend to all areas of the City as it is now constituted and to additional areas as the City may increase in size by annexation or otherwise.

2.2 Street Lighting Service. Wherever reference is made to the sale of electrical energy or the provision of electric service in this franchise, these references shall be deemed to include the provision of street lighting service. Wherever reference is made to Company facilities, equipment, system or plant in this franchise, this reference shall be deemed to include Company-owned street lighting facilities, equipment, system and plant.

2.3 Term of Franchise. This franchise shall take effect on January 1, 2016. The initial term of this franchise shall be for five (5) years, beginning with said effective date of this franchise and expiring on December 31, 2021. Should Company intend to renew this agreement, it shall notify City in writing not less than one hundred twenty (120) days prior to the expiration date of this intention. The parties may renew or modify the term, upon approval and amendment, following approval of each of their respective governing bodies.

2.4 Extent of Franchise. This grant of franchise does not apply to service outside of the Company's certified service areas.

ARTICLE 3.

FRANCHISE FEE

3.1 Franchise Fee. In consideration for the grant of this franchise, the Company shall pay the City a sum equal to five percent (5%) of all revenues received from the sale of electrical energy within the City, excluding revenues paid by the City to the Company.

3.2 Payment Schedule. For the franchise fee owed on revenues received after the effective date of November 1, 2016 will be on a quarterly basis, this franchise, payment shall be made in installments not more than thirty (30) days following the close of the month for which payment is to be made. Initial and final payments shall be prorated for the portions of the months at the beginning and end of the term of this ordinance. All payments shall be made to the City Manager in C/O the City Finance Director. The City Finance Director, or other authorized representatives, shall have access to the books of the Company for the purpose of auditing or checking to ascertain that the franchise fee has been correctly computed and paid.

3.3 Franchise Fee Payment In Lieu of Other Fees. The franchise fee is the only monetary payment to the City for the rights granted in this franchise. The Company, by this agreement, is not exempt from any property tax, from any sales or use tax, from any other tax not related to the franchise, from other fees or taxes assessed generally upon business, or from fees and charges that are uniform and generally applicable to contractors performing similar work.

ARTICLE 4.

SUPPLY, CONSTRUCTION AND DESIGN

4.1 Supply of Electrical Energy. The Company shall take all reasonable and necessary steps to provide an adequate supply of electrical energy to its customers at the lowest reasonable cost consistent with long-term reliable supplies. If the supply of electrical energy to

its customers should be interrupted, the Company shall take all necessary and reasonable actions to restore such supply within the shortest practicable time.

4.2 Restoration of Service. In the event the Company's electric system, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore its system to satisfactory service within the shortest practicable time.

4.3 Obligations Regarding Company Facilities. The Company shall install, maintain, repair, renovate and replace its facilities with due diligence in a good and workmanlike manner and the Company's facilities will be of sufficient quality and durability to provide adequate and efficient electric service to the City and its residents. Company facilities shall not interfere with the City's water mains, sewer mains or other municipal use of streets and other public places. The Company shall erect and maintain its facilities in such a way so as to minimize interference with trees and other natural features. Company facilities shall be installed in public easements so far as reasonable so as to cause a minimal amount of interference with such property.

4.4 Excavation and Construction. All excavation and construction work done by the Company shall be done in a timely and expeditious manner which minimizes the inconvenience to the public and individuals. All public and private property and dedicated easements whose use conforms to restrictions in public easements disturbed by Company excavation or construction activities shall be restored as soon as practicable by the Company at its expense to substantially its former condition, subject to inspection by the City Director of Public Works and compliance by the Company with reasonable remedial action required by said Director pursuant to said inspection.

4.5 Relocation of Company Facilities. Any relocation of the Company's facilities in any street or other public place required, caused or occasioned by any City project shall be at the

cost of the Company. Relocation shall be completed within a reasonable time from the date when the City makes its request, such time to be established by the Company as soon as possible after the City's request. The Company shall be granted an extension time of completion equivalent to any delay caused by conditions not under its control provided that the Company proceeds with due diligence at all times. Relocated underground facilities shall be underground. Relocated aboveground facilities shall be aboveground unless the City agrees to pay the additional cost of moving underground.

4.6 Service to New Areas. If the boundaries of the City are expanded during the term of this franchise, the Company shall extend service to residents in the expanded area at the earliest practicable time and in accordance with the Company's extension policy. Service to the expanded area shall be in accordance with the terms of this franchise agreement, including payment of franchise fees.

ARTICLE 5.

COMPLIANCE

5.1 City Regulation. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

5.2 Compliance With City Requirements. The Company will comply with all City requirements regarding curb and pavement cuts, excavating, digging and related construction activities. If requested by the City, the Company shall submit copies of reports of annual and long-term planning for capital improvement projects with descriptions of required street cuts, excavation, digging and related construction activities within thirty (30) days after issuance.

Except for emergencies, the City may require that all installations be coordinated with the City's street improvement programs. The City Director of Public Works shall be the City's agent for inspection and for compliance with City ordinances and regulations on any such projects.

5.3 City Review of Construction. Prior to construction of any significant transmission lines or generating plant, building, substation or similar structure within the City, if requested by the City, the Company shall furnish to the City the plans for such facilities, and assess and report on the impact of such proposed construction on the City environment. Such plans and reports may be reviewed by the City to ascertain, *inter alia*, (1) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (2) that aesthetic and good planning principles have been given due consideration, and (3) that adverse impact on the environment has been minimized.

5.4 Compliance with Industry Standards. The electrical energy which the Company distributes shall conform with the standards generally recognized in the electric industry and with the tariff provisions of the Company as the same may be amended from time to time.

5.5 Compliance with Air and Water Pollution Laws. The Company shall use its best efforts to take measures which will result in its facilities meeting the standards required by applicable Federal and State air and water pollution laws.

5.6 Inspection. The City shall have the right to inspect at all reasonable times any portion of the Company's system used to serve the City and its residents. The City shall also have access to Company records for the purpose of determining Company compliance with this franchise. The Company agrees to cooperate with the City in conducting the inspection and to correct any discrepancies affecting the City's interest in a prompt and efficient manner.

ARTICLE 6.

PUBLIC UTILITY COMMISSION

6.1 Public Utility Commission Regulation. The City and the Company recognize that the lawful provisions of the Company's tariffs are controlling over any inconsistent provision in this franchise dealing with the same subject matter. In the opinion of the Company, no provision of this franchise is inconsistent with any of the currently effective provisions of the Company's tariffs.

ARTICLE 7.

CITY USE OF COMPANY FACILITIES

7.1 City Use. The Company will allow others holding a franchise from the City to so utilize such poles and suitable overhead structures upon reasonable terms and conditions to be agreed upon by the Company and such holder of a franchise from the City, provided, however, that the Company shall assume no liability nor shall it be put to any additional expense in connection therewith and the use of said poles and structures by the City or others holding a franchise from the City shall be in such a manner as not to constitute a safety hazard or to interfere unnecessarily with the Company's use of same.

7.2 Underground Conduit. If the Company installs new electric underground conduit, opens a trench, or replaces such conduit, the Company shall provide adequate advance notice to permit additional installation of similar conduit and pull-wire for the City. If the City wants additional similar conduit and pull-wire, the City will provide the same at its expense to the Company which will install it without further expense to the City provided that such action by the City will not unnecessarily interfere with the Company's facilities or delay the accomplishment of the project.

ARTICLE 8.

INDEMNIFICATION OF THE CITY

8.1 City Held Harmless. The Company shall construct maintain and operate its facilities in a manner which provides reasonable protection against injury or damage to persons or property, provided, however, said obligation of the Company hereunder shall not increase or decrease its liability on third-party claims, and provided further that the Company's obligation to the City hereunder shall not be diminished by said exception. The Company shall save and hold the City harmless and indemnify the City from and against all liability or damage and all claims or demands whatsoever in nature, and reimburse the City for all its reasonable expenses arising out of the negligent operations of the Company within the City and the securing of and the exercise by the Company of the franchise rights granted in this ordinance, including any third-party claims, administrative hearings and litigation. None of the City expenses reimbursed by the Company under this section shall be surcharged by the Company. The Company shall not be obligated to hold harmless or indemnify the City for claims or demands to the extent arising out of or in connection with any negligent act or failure to act of the City or any of its officers or employees.

ARTICLE 9.

TRANSFER OF FRANCHISE

9.1 Consent of City Required The Company shall not transfer or assign any rights under this franchise to a third party, excepting only corporate reorganizations of the Company not including a third party, unless the majority of the legal voters voting on the question shall have approved such transfer or assignment.

ARTICLE 10.

PURCHASE OR CONDEMNATION

10.1 City's Right to Purchase or Condemn. The City hereby expressly reserves its right to construct, purchase, or condemn any public utility works or ways. The rights of the Company in connection therewith, are also hereby expressly reserved.

10.2 Continued Cooperation by Company. In the event the City exercises its power to purchase or condemn, the Company agrees that, at the City's request, it will continue to supply any service it supplies under this franchise, for the duration of the terms of this franchise pursuant to terms and conditions negotiated for such continued operation.

ARTICLE 11.

REMOVAL OF COMPANY FACILITIES AT END OF FRANCHISE

11.1 Limitations on Company Removal. In the event this franchise is not renewed at the expiration of its term or the Company terminates any service provided herein for any reason whatsoever, and the City has not purchased or condemned the system and has not provided for alternative electrical service, the Company shall have no right to remove said system pending resolution of the disposition of the system. The Company further agrees it will not withhold any temporary services necessary to protect the public and shall be entitled only to monetary compensation in no greater amount than it would have been entitled to, were such services provided during the term of this Franchise. Only upon receipt of written notice from the City stating that the City has adequate alternative electrical energy sources to provide for the people of the City shall the Company be entitled to remove any or all of said systems in use under the terms of this franchise.

ARTICLE 12.

FORFEITURE

12.1 Forfeiture. Both the Company and the City recognize there may be circumstances whereby compliance with the provisions of this franchise is impossible or is delayed because of circumstances beyond the Company's control. The Company shall have a reasonable time, not exceeding six (6) months, in which to remedy the violations. If the Company fails to perform any of the terms and conditions of this franchise and such failure is within the Company's control, the City, acting by and through its Council, may determine, after hearing, that such failure is of a substantial nature. Upon receiving notice of such determination, the Company shall have a reasonable time in which to remedy the violations. If during said reasonable time corrective actions have not been successfully taken, the City, acting by and through its Council, shall determine whether any or all rights and privileges granted the Company under this agreement shall be forfeited.

12.2 Judicial Review. Any such declaration of forfeiture shall be subject to judicial review as provided by law.

12.3 Other Legal Remedies. Nothing herein contained shall limit or restrict any legal rights that the City or the Company may possess arising from any alleged violation of this franchise. The parties agree that venue/jurisdiction for any dispute arising out of this agreement shall lie exclusively in Hidalgo County, Texas.

12.4 Continued Obligations. Upon forfeiture, the Company shall continue to provide service to the City and its residents in accordance with the terms hereof until the City makes alternative arrangements for such service. If the Company fails to provide continued service, it shall be liable for damages to the City.

ARTICLE 13.

AMENDMENTS

13.1 Amendments to Franchise. At any time during the term of this franchise, the City, through its City Council, or the Company may propose amendments to this franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired and both parties thereafter will negotiate within a reasonable time in good faith in an effort to agree on mutually satisfactory amendment(s).

ARTICLE 14.

MISCELLANEOUS

14.1 Successors and Assigns. The rights, privileges, franchises and obligations granted and contained in this agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns.

14.2 Third Parties. Nothing contained in this franchise shall be construed to provide rights to third parties.

14.3 Representatives. Both parties shall designate from time to time in writing representatives for the Company and the City who will be the persons to whom notices shall be sent regarding any action to be taken under this ordinance. Notice shall be in writing and forwarded by certified mail or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Until any such change shall hereafter be made, notices shall be sent to the City Manager and to the Company addresses as follows:

For the City:

City of Pharr – Attn: City Manager
P.O. Box 1729
Pharr, TX 78577

For the Company: Magic Valley Electric Cooperative, Inc.
P.O. Box 267
Mercedes, Texas 78570

14.4 Severability. Should any one or more provisions of this franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

14.5 Entire Agreement. This franchise constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Franchise.

ARTICLE 15.

APPROVAL

15.1 Council Approval. This grant of franchise shall not become effective unless approved by a majority vote of the City Council.

15.2 Company Approval. The Company shall file with the City Clerk its written acceptance of this franchise within thirty (30) days after the adoption of this franchise by the City Council. The acceptance shall be in form and content approved by the City Attorney. If the Company shall fail to timely file its written acceptance as herein provided, this franchise shall be and become null and void.



Mayor

ATTEST:



City Clerk

**CITY OF PHARR
CONTRACT**

**APPROVED BY
CITY COMMISSION**
ON: 01-16-17 *NS*

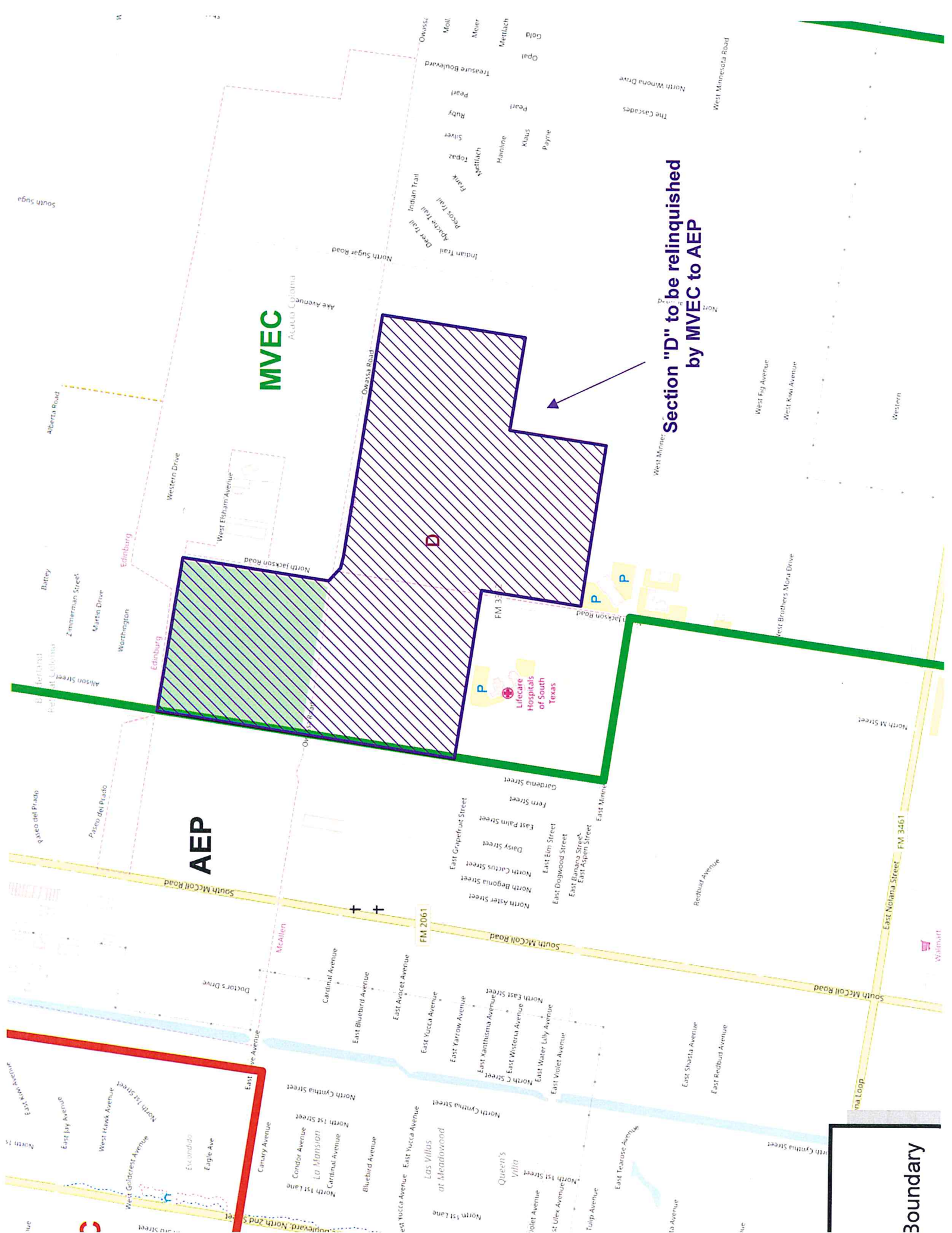
NO. C1617-01-510-0019

APPROVED AS TO FORM:

Rigney

City Attorney

Publication Dates:



Section "D" to be relinquished
by MVEC to AEP

Boundary

Affidavit

STATE OF TEXAS §

COUNTY OF HIDALGO §

My name is _____. I am the City Manager of the City of Pharr (the "City"). In this legal capacity, I am a duly authorized agent for the City. I am of legal age, a resident of the state of Texas, County of Hidalgo and competent to make this Affidavit.

I have reviewed this Application for an Amendment to Certificate of Convenience and Necessity for Service Area Boundary Changes ("Application") between Magic Valley Electric Cooperative, Inc. ("MVEC") and AEP Texas, Inc. ("AEP Texas"). I acknowledge that the certificated service area boundary of certain property that is located within the municipal boundaries of the City would be affected by the proposed change, and if approved, the certificated service area of the subject property would be transferred from MVEC to AEP Texas. The City supports this Application and consents to the proposed boundary change within the limits of the City.

The facts as related in this Affidavit are true and correct within Affiant's personal knowledge and belief.

Edward Wylie, Interim City Manager
City of Pharr

Subscribed and sworn to by _____ on this the ____ day of _____, 2018.

Notary Public, State of Texas



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: December 4, 2018

MEETING DATE: December 10, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a DIR three (3) year Enterprise Agreement with Microsoft through SHI Government Solutions, Inc. for Office 365 email and software services. (PROJECT #1819-01-518-S006-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Our City relies on email communications as a means of doing business day-to-day and this agreement would move us off of our inefficient internal email system and into the Microsoft Government cloud. With this email system, we will be able to better manage mobile devices getting email services as well as use many calendar sharing functions we currently do not have. This licensing model will also simplify our desktop Microsoft Office software by always being able to run on the latest version of software which will simplify computer replacements. This proposal also includes Microsoft's advanced threat protection which will scan all attachments for viruses and run hyperlinks in a sandbox environment to prevent attacks on our network.

Financial Consideration: Budgeted Item

Staff Recommendation: Staff recommends approval of a (3) year DIR Enterprise Agreement through SHI Government Solutions, Inc. from Somerset, NJ, in the amount of \$90,349.82. (annually)

Alternatives:

ROUTING:

Jose Pena
Patricia Rigney

Created/Initiated - 12/04/2018
Approved - 12/05/2018

Sandra Zamora
Karla Moya
City Management Office

Approved - 12/05/2018
Approved - 12/07/2018
Final Approval - 12/07/2018



**City of Pharr
Innovation & Technology**

PROJECT #1819-01-518-S006-003 IT - Office 365 Project

BIDDERS	SHI DALLAS, TX	CDW-G CHICAGO, IL	PCM-G RIO RANCHO, NM
CONTRACT TYPE	TEXAS DIR CONTRACT PRICING		
Office 365 F1 License: Qty 135	\$ 4,509.00	\$ 4,746.60	\$ 4,621.05
Office 365 E1 License: Qty 36	\$ 2,828.16	\$ 2,976.48	\$ 2,901.24
Office 365 E3 License: Qty 340	\$ 73,477.40	\$ 76,192.08	\$ 75,588.80
Office 365 ATP License: Qty 511	\$ 9,535.26	\$ 9,933.84	\$ 9,683.45
Total Cost	\$ 90,349.82	\$ 93,849.00	\$ 92,794.54



Pricing Proposal
Quotation #: 15453399
Created On: 6/6/2018
Valid Until: 11/30/2018

City of Pharr TX

Jose Peña

Pharr, TX
United States
Phone: 956 -402 -4000
Fax:
Email: jose.pena@pharr-tx.gov

Inside Account Executive

Jessica Vos

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

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T6A-00024 Contract Name: Microsoft Software Volume Licensing Contract #: DIR-TSO-4092 Note: Year 1 of 3	36	\$78.56	\$2,828.16
2	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10842 Contract Name: Microsoft Software Volume Licensing Contract #: DIR-TSO-4092 Note: Year 1 of 3	340	\$216.11	\$73,477.40
3	O365ATP ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: KF5-00002 Contract Name: Microsoft Software Volume Licensing Contract #: DIR-TSO-4092 Note: Year 1 of 3	511	\$18.66	\$9,535.26
4	O365F1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TPA-00001 Contract Name: Microsoft Software Volume Licensing Contract #: DIR-TSO-4092 Note: Year 1 of 3	135	\$33.40	\$4,509.00
			Subtotal	\$90,349.82
			Shipping	\$0.00
			Total	\$90,349.82

Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

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

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

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 11/15/18
Account Manager Nic Lolar

Enterprise Quote
for

VSL Specialist Aubrey Styles
Channel Price Sheet Month

City of Pharr EA - O365 E3 E1 F1 ATP

Unless otherwise noted, All Quotes expire upon current month's end

New EA											
Customer to make three annual payments to CDW-G											
Microsoft Part #	Description	Level	Quantity	Monthly Cost	Year 1		Year 2		Year 3		
					Price	Extended	Price	Extended	Price	Extended	
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	D	334	\$ 19.01	\$ 228.12	\$ 76,192.08	\$ 228.12	\$ 76,192.08	\$ 228.12	\$ 76,192.08	
T6A-00024	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr	D	36	\$ 6.89	\$ 82.68	\$ 2,976.48	\$ 82.68	\$ 2,976.48	\$ 82.68	\$ 2,976.48	
TPA-00001	O365F1 ShrdSvr ALNG SubsVL MVL PerUsr	D	135	\$ 2.93	\$ 35.16	\$ 4,746.60	\$ 35.16	\$ 4,746.60	\$ 35.16	\$ 4,746.60	
KF5-00002	O365ATP ShrdSvr ALNG SubsVL MVL PerUsr	D	511	\$ 1.62	\$ 19.44	\$ 9,933.84	\$ 19.44	\$ 9,933.84	\$ 19.44	\$ 9,933.84	
Year 1 Total						\$ 93,849.00	Year 2 Total	\$ 93,849.00	Year 3 Total	\$ 93,849.00	
Three Year Total						\$ 281,547.00					

Notes

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Quote Number:	2561480	Created By:	Vanessa Padilla
Description:	Office 365 licenses.	Created Date:	11/16/2018 12:17:09 PM
Contact Name:	Jose Peña	Modified By:	Vanessa Padilla
Contact Email:	jose.pena@pharr-tx.gov	Modified Date:	11/16/2018 12:25:48 PM
PO Number:		Order Notes:	
Phone Number:	(956) 402-4900		
Fax Number:			
Ship Via:	Fedex Ground		

BILL TO

CITY OF PHARR (1167034339)
PO BOX 1729
INNOVATION & TECNOLOGY DEPT.
PHARR TX 78577

SHIP TO

CITY OF PHARR (default)
PO BOX 1729
INNOVATION & TECNOLOGY DEPT.
PHARR TX 78577

QUOTE ITEMS

Description	Qty	Price	Ext Price
System 1			
OFFICE365 SHARED SERVER SUBSCRIPTION MVL Mfr: Microsoft Mfr #: AAA-10842-CCISDA-3	340	222.32	75,588.80
O365ExchgATP ShrdSvr ALNG SubsVL MVL PerUsr Mfr: Microsoft Mfr #: KF5-00002-CCISDA-3	511	18.95	9,683.45
Office 365 PE1 Shared Server - Per User Subscription Mfr: Microsoft Mfr #: T6A-00024-CCISDA-3	36	80.59	2,901.24
 Office 365 (Plan K1) - subscription license (1 month) - 1 user Mfr: Microsoft Mfr #: TPA-00001	135	34.23	4,621.05

System Subtotal:	92,794.54 USD
Subtotal:	92,794.54 USD
Fedex Ground Shipping:	0.00 USD
Total Tax:	0.00 USD
Total:	92,794.54 USD

Thank you for giving PCM-G the opportunity to quote you these items.

We look forward to doing business with you in the future.

Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.

If you have any questions regarding your order, contact your Account Representative Vanessa Padilla.

vanessa.padilla@pcmg.com

(505) 318-3094

Times listed are Pacific Standard Time (PST).



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 10, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a three (3) year (DIR) Select Plus Agreement with Microsoft through SHI Government Solutions, Inc. for server software licenses for City Hall and Police Department. (PROJECT #1819-01-518-IPQ017-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Our city relies on Microsoft server licenses to run all City and PD server applications. These data center licenses will allow our hyper-converged servers to take full advantage of all their virtualization capabilities. We also are including database server licenses with this quote to centrally run and manage city and pd applications accordingly. These licenses also include software assurance which means that after (3) years, we would own these licenses and can run any new versions going forward, therefore eliminating the need to purchase new licenses when new server software versions are released. Cost is prorated on year one due to the Microsoft agreement beginning in September, year 2 and 3 costs will be slightly higher.

Financial Consideration:

Staff Recommendation: Staff recommends approval of a (3) year (DIR) Select Plus agreement with SHI Government Solutions, Inc. from Dallas, TX in the amount of \$18,451.17 (pro-rated to cover January 2019 to August 31, 2019) Year 2 & Year 3 will be billed at \$21,526.46.

Alternatives:

ROUTING:

Jose Pena

Created/Initiated - 12/05/2018

Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Approved - 12/07/2018
Approved - 12/07/2018
Approved - 12/07/2018
Final Approval - 12/07/2018



City of Pharr
Innovation & Technology

PROJECT #1819-01-518-IPQ017-003 IT - Server Licenses Project

BIDDERS	SHI DALLAS, TX	SCW MARIETTA, GA	PCM-G RIO RANCHO, NM
CONTRACT TYPE	TEXAS DIR CONTRACT PRICING	BUYBOARD 498- 15	
Windows Server Datacenter License: Qty 7	\$ 13,843.97	\$ 31,048.15	\$ 48,106.73
SQL Server Standard License: Qty 4	\$ 4,607.20		
Total Cost	\$ 18,451.17	\$ 31,048.15	\$ 48,106.73



Pricing Proposal
Quotation #: 15273709
Created On: 5/2/2018
Valid Until: 12/31/2018

City of Pharr TX

Jose Peña

Pharr, TX
United States
Phone: 956 -402 -4000
Fax:
Email: jose.pena@pharr-tx.gov

Inside Account Executive

Jessica Vos

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

[Click here](#) to order this quote

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server Datacenter Edition - License & software assurance - 16 cores - Select Plus - Single Language Microsoft - Part#: 9EA-00263 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 1/1/2019 – 8/31/2019 Note: Year 1 of 3	7	\$1,977.71	\$13,843.97
2 Microsoft SQL Server Standard Core Edition - License & software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00300 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 1/1/2019 – 8/31/2019 Note: Year 1 of 3	4	\$1,151.80	\$4,607.20
Subtotal			\$18,451.17
Shipping			\$0.00
Total			\$18,451.17

Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#).

unless a separate resale agreement exists between SHI and the Customer.

Quote # 100132819 - WinSvrDCCore 2019 ENG OLP 16Lic NL LclGov CoreLic Qlfd
Cust #: CO7318 (City of Pharr TX)
Quote Date: Oct 15, 2018

Sold to:

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

Ship to:

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

Payment Method

No Payment Information Required

Shipping Method:Free Shipping

Free Shipping

(Total Shipping Charges \$0.00)

Notes: BuyBoard_498-15

#	Products	SKU	Price	Qty	Subtotal
1	WinSvrDCCore 2019 ENG OLP 16Lic NL LclGov CoreLic Qlfd	MSF-9EA-01070	\$4,435.45	7	\$31,048.15

Subtotal: \$31,048.15

Tax: \$0.00

Grand Total (Incl. Tax): \$31,048.15

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

Due to the volatile trade conditions between the US and China, prices are fluctuating daily as tariffs are imposed.
Josh Reardon
Josh.Reardon@scw.com
1395 S Marietta Pkwy Bldg 300-106
Marietta GA 30067
877-468-6729 x291

Quote Number:	2514093	Created By:	Vanessa Padilla
Description:	Microsoft License option 1	Created Date:	10/15/2018 01:04:42 PM
Contact Name:	Jose Peña	Modified By:	Vanessa Padilla
Contact Email:	jose.pena@pharr-tx.gov	Modified Date:	10/15/2018 01:04:42 PM
PO Number:		Order Notes:	
Phone Number:	(956) 402-4900		
Fax Number:			
Ship Via:	Drop Ship Ground		

BILL TO

CITY OF PHARR (1167034339)
PO BOX 1729
INNOVATION & TECNOLOGY DEPT.
PHARR TX 78577

SHIP TO

CITY OF PHARR (default)
PO BOX 1729
INNOVATION & TECNOLOGY DEPT.
PHARR TX 78577

QUOTE ITEMS

Description	Qty	Price	Ext Price
System 1			
 WIN SVR DC CORE LICs/SA PK OLP MLIC16LI Open Specifications » Mfr: Microsoft Mfr #: 9EA-00253	7	6,872.39	48,106.73
Microsoft Windows Server Datacenter Edition - License & software assurance - 16 cores - local, Microsoft Qualified - OLP: Government			
System Subtotal:			48,106.73 USD
Subtotal:			48,106.73 USD
Total Tax:			0.00 USD
Total:			48,106.73 USD

Thank you for giving PCM-G the opportunity to quote you these items.

We look forward to doing business with you in the future.

Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.

If you have any questions regarding your order, contact your Account Representative Vanessa Padilla.

vanessa.padilla@pcmg.com

(505) 318-3094

Times listed are Pacific Standard Time (PST).

Program Signature Form

MBA/MBSA number

Agreement number 7118883

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-11591
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Select Plus Affiliate Registration Form

State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate ☐ Additional Affiliate ☒	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	9C67FD36
Agreement Number Microsoft or Reseller to complete	7118883	Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>		Change Affiliate Anniversary Month <i>Reseller to complete</i>	September

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City*
State*
Postal code*
Country*
Phone*
Tax ID

* indicates required fields

2. Notices contact and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

☐ Same as primary contact
Name of entity*
Contact name*: First Last

Contact email address*
Street address*
City*
State*
Postal code*
Country*
Phone*

☐ This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

** indicates required fields*

3. Language preference.

Select the language for notices. English

4. Reseller information.

Reseller company name* SHI International Corp
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873
Country* USA
Contact name*
Phone* 888 764 8888
Contact email address*

** indicates required fields*

The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

5. Supplemental Contacts.

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

6. Software Assurance Membership Election.

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
Applications	☐	☒
Systems	☐	☒
Servers	☐	☒

Note: If “Yes” is marked, orders for Licenses without Software Assurance will not be accepted.

Only valid if attached to a signature form.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: December 4, 2018

MEETING DATE: December 10, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with The Warren Group, Inc. in the amount of \$18,400 for additional Professional Architectural Services for the New Fire Station No. 1 Project. (Project No. C1718-01-528-0026)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Architectural Services for the Additional Scope of work related to Re-Design and Construction Documents for the City of Pharr-New Fire Station No. 1 related to the site relocation of the project.

Financial Consideration: Original Contract \$5,200

Amendment No. 1 \$118,000

Amendment No. 2 \$18,400

Revised Contract Amount \$141,600

Staff Recommendation: Staff recommends approval of Amendment No. 2 to the contract with The Warren Group, Inc. for additional Professional Architectural Services for the City of Pharr-New Fire Station No. 1 Project in the amount of \$18,400. Revised contract amount \$141,600.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

Created/Initiated - 12/04/2018

Approved - 12/05/2018

Sandra Zamora
Karla Moya
Patricia Rigney
City Management Office

Approved - 12/06/2018
Approved - 12/07/2018
Approved - 12/07/2018
Final Approval - 12/07/2018

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 2

The Contract between **The Warren Group Architects, Inc.** and the **City of Pharr** which was executed by the parties on **December 4th, 2017** for the design of the **City of Pharr-New Fire Station No. 1**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outline in Exhibit A

- B. Modification to Section 5 – Professional Service Fee – Increase to Fee
 - 1. Add the following fees:
 - a. Additional Services – \$ 18,400.

This amendment adds **\$18,400** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 123,200 to **\$ 141,600.00.**

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

APPROVAL OF AMENDMENT NO. 1

**The Warren Group Architects, Inc.
1801 S. 2nd Street, Ste.330
McAllen, TX 78503**

Laura N. Warren, AIA

ARCHITECT FIRM

By: _____
Signature

ARCHITECT

SIGNED on this the _____ day of _____, 20 ____.

Alex Meade III, EDFP, MBA, MPA, CPM
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



1801 South 2nd Street, Ste. 330 McAllen, TX 78503

November 20, 2018,

Mr. Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer
City of Pharr
118 S. Cage Blvd. 1st. Floor
(956) 540-9122 O
omar.anzaldua@pharr-tx.gov

Re: ADDITIONAL SERVICES
 CITY OF PHARR – NEW FIRE STATION No. 1
 SITE RELOCATION DESIGN DEVELOPMENT SERVICES **(EXHIBIT A)**

Dear Omar:

The Warren Group greatly appreciates the continued opportunity in providing the City of Pharr with our services. As requested, following is our proposal of services for the design of the New Proposed City of Pharr's Fire Station No.1 relocated to be immediately north of the existing Fire Station No. 1 located at the corner of Ferguson Ave. and N Knights Dr. in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS-FOR THE ADDITIONAL SERVICES:

- Due to findings ownership of originally proposed site (now property of Hidalgo County) the location of the Fire station was relocated and reconfigured in its entirety to fit the new location and access.
- This Additional Services Proposal is for the Design Development portion of the project as the other portions of the previously approved contract apply with no change.
- The Schematic Design portion for the project re-design has been provided Courtesy at no cost to the City of Pharr.
- The Fire Station project has been relocated immediately north of the existing Fire Station No. 1 to fit within the boundary of the City owned site.
- The Warren Group assisted Chief Perez and his team to determine best use of the remaining portion of the Site and re-designing the new Fire Station in a way to be able to keep the existing facility operational and re-purposed as part of the proposed Fire Fighter's Park.
- As courtesy, our team prepared Seven (7) Site and Floor Plan options for review and approval. The approved scheme for the new site and floor plan configuration is option "G" dated 9-26-2018.
- The revised project is approximately 7,400 S.F. to be divided as follows:
 - Main Facility to include sleeping quarters, training room, Day room, Physical Training and Administrative support.
 - Enclosed Fire truck bay for two fire engines
 - The new fire station will not have a second story storage facility.
- The additional services for the revised Design Development portion includes Architectural, Civil, Structural, and Mechanical, Electrical, Plumbing Engineering and Landscape/Irrigation design Services.
- The Site area will be determined based on the Site option selected. (Provided)
- The Civil Engineer design services include all civil engineering improvements within the boundary of the selected lot for this project only.
- Our team will provide as part of this base fee proposal up to one (1) Plan revision. (Provided)
- This proposal excludes Geo-technical Engineering-Soil Testing Services.
- This proposal excludes Soil testing and Environmental testing.

| SCHEMATIC DESIGN-PROGRAMING:

Provided courtesy

Revised Site Plan- Options "A" though "G"
Floor Plans of amenities – Options "A" through "G"
Area Tabulations
Preliminary Code Review

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project was provided to Owner Representative. The site indicated the location of the parking area with dimensions and proposed drainage detention with outfall. Our team met with the City of Pharr Authorized Representatives to review the schematic plan, site plan and based on Owner Representative's comments, prepared revisions to the floor plan and site plan of the proposed Facility.

| DESIGN DEVELOPMENT:

Stipulated Sum Fee of \$ 18,400.

Based on the approved schematic design and review meetings to be held with the Owner, The Warren Group will prepare a design development CADD package to be used for preliminary pricing of the project. This package will include detailed building elevations; typical building sections, dimensioned building floor plan, site plan, parking area, drainage detention, preliminary Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Owner Representative. We will submit this package for the Owner Representatives review. When design adjustments need to be made to meet the budget objectives, the Consultant will provide revisions to this package upon request by the Owner Representative. The consultant will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of Pharr Planning, Engineering Departments. We will coordinate a plan review meeting with all applicable Building Departments.

| CONSTRUCTION DOCUMENTS:

Covered under the previous Contract amendment

Based on approved Design Development Drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project.

The construction documents will include the following:

Architectural, Structural, and MEP engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

The Civil Engineer shall provide required drainage detention calculations for the new parking area only.

Structural Engineering documents will include slab-on-grade foundation, framing plans, structural plans and associated foundation and framing details based on geotechnical soils report.

| BIDDING-COORDINATION WITH CMAR:

Covered under the previous Contract amendment

Our team will provide the plans and specifications in PDF format. We will attend a Pre-Bid conference meeting and issue addendums addressing any questions that the selected CMAR may have. Our team will also attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

| CONSTRUCTION PHASE:

Covered under the previous Contract amendment

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction
- Review contractor's monthly construction estimates and provide recommendation of payment
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders
- Review and evaluate shop drawings
- Review and evaluate materials and performance tests

- Prepare a “punch list” to determine final completion of contract
- Conduct a final inspection and report on the completion of the project

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- As Builts
- Additional construction phase project meetings, field reports and contractor correspondence.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	\$200.00
Engineer and Associate	\$150.00
Intern Architect	\$95.00
Technical Assistant	\$65.00
Clerical	\$45.00

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus ten percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots	
Large scale prints - 30"x42" Black & white laser copies	\$ 7.00/each
30"x42" Original color prints	\$ 45.00/each
24" x 36" Black & white laser copies	\$ 5.00/each
24" x 36" Original color prints	\$ 30.00/each
11"x17" Original color prints	\$ 15.00/each
11"x17" Black & white prints	\$ 3.00/each

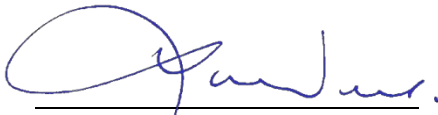
| LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

| AGREEMENT

Our professional fees are valid through December 31, 2019. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. The Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Submitted by:



Laura N. Warren, AIA
The Warren Group Architects, Inc.

November 20, 2018

Date

Accepted by:

Mr. Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer, Pharr, Texas

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: December 4, 2018

MEETING DATE: December 10, 2018

FROM: Omar Anzaldúa, City Engineer

DEPARTMENT: Parks

DIRECTOR: Roel Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with Ruben Escobar of Diseno, Inc. in the amount of \$8,400 for additional Professional Architectural Services for the design of a Downtown Park. (Project #1718-01-522-S005-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend contract for professional services with Ruben Escobar of Diseño, Inc for the Downtown Park on the Newcomb.

The additional scope of work is for the re-design of some park elements including a new fountain on the proposed Newcomb Park. Including the ADA Plan Submission and Coordination.

Financial Consideration: Account #01-51300-8806

Original Agreement Amount is	\$130,150
Amendment No. 1	\$32,000
Amendment No. 2	\$8,400
Revised Contract Amount	\$170,550

Staff Recommendation: Staff recommends approval and authorization to amend the contract with Diseño, Inc. for Professional Architectural Services for the additional scope of work related to the Newcomb Park. in the amount of \$8,400 for a revised contract amount of \$170,550

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/04/2018

Sandra Zamora

Approved - 12/05/2018

Karla Moya

Approved - 12/07/2018

Patricia Rigney

Approved - 12/07/2018

City Management Office

Final Approval - 12/07/2018

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 2

The Contract between **Diseño, Inc.** and the **City of Pharr** which was executed by the parties on **June 11, 2018** for the design of the **Downtown Park (West Caffery Rd.)**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work
 - a. Refer to Attachment No. 01

- B. Modification to Section 5 – Professional Service Fee – Increase to Fee
 - 1. Add the following fees:
 - a. Architect’s Basic Services – \$ 8,400.

This amendment adds **\$8,400.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 162,150.00 to **\$ 170,550.00.**

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

APPROVAL OF AMENDMENT NO. 1

**Diseño, Inc.
101 S. Cage Blvd.
Pharr, TX 78577
Ruben R. Escobar, AIA**

ARCHITECT FIRM

By: _____
Signature

ARCHITECT

SIGNED on this the _____ day of _____, 20 _____.

Alex Meade III, EDFP, MBA, MPA, CPM
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 _____.

Diseño, Inc.

ARCHITECTURE, PLANNING & DEVELOPMENT

December 4, 2018

Mr. Omar Anzaldua, Jr. PE, CFM, PMP
ENGINEERING / PUBLIC WORKS DEPARTMENT
118 South Cage Boulevard, 4th Floor
Pharr, Texas 78577

**RE: Basic Architectural Services for the Public Park Development on Park / Newcomb Avenue,
Pharr, Texas. – Additional Services / Changes Made to the Original Scope of Work**

Dear Mr. Anzaldua, Jr.:

As per our original agreement we are submitting a fee for additional work performed on the above referenced project.

PROJECT DESCRIPTION

The development of construction documents for a Public Park Development on the east end of West Park / Newcomb Avenue based on the Design Scheme as selected by the City of Pharr.

REQUEST FOR ADDITIONAL COMPENSATION FOR CHANGES MADE TO THE ORIGINAL SCOPE OF WORK AFTER CONSTRUCTION DOCUMENTS HAD BEEN FINALIZED

Itemized as follows:

- Deletion of Amphitheater Stage and replaced with Decorative Fountain to be constructed in Phase II Development
- Revisions / design coordination due to Entry Gate Improvement
- Revisions made to Existing Masonry Planter / sidewalk along south side of park
- Other minor miscellaneous revisions
- Revised Engineering and associated fees
- Re-issuance of Construction Documents
- ADA Plan review submission and fees

Fee for the Design / Plan Service

New Construction	Project Construction Cost	Architectural	Fixed Sum
	Additional Architectural	Fixed	\$6,000.00
	Additional Engineering		\$1,200.00
	<u>ADA Plan Submission and Coordination</u>		<u>\$1,200.00</u>
	Total		\$8,400.00

Project billing will be according to the following percentages and will occur on a monthly basis and based upon the percentage of the work that has been completed and the expenses that have been incurred.

ADDITIONAL AND REIMBURSABLE EXPENSES

Other Associated Costs: Not included in these **Basic Architectural Services** and may require additional financial outlay by the Owner are the following: handicapped accessibility review and inspection fees, based on Texas Department of Licensing and Regulations, fire protection engineering, etc., jurisdictional review fees, filing and permit fees, project cost estimates, environmental impact statements or assessments, etc.

Contingent Additional Services not included in these **Basic Architectural Services** and shall be paid for by the Owner include making revisions to the Drawings, Specifications or other documents when such revisions are:

- 1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project Budget;*
- 2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or*
- 3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.*
- 4. significant design revisions following substantial completion of the Construction Documents, as a directed of the Owner.*

COMPENSATION FOR ADDITIONAL SERVICES

Other optional Additional Services not included in this Agreement include providing any other services not otherwise included in this Agreement considered to be Basic Professional Architectural Services or not customarily furnished in accordance with generally accepted architectural practice.

Additional Services will be charged at our prevailing hourly rate as follows:

Level	Prevailing Hourly Rate
Principal	\$ 150.00
Technician Level I	\$ 95.00
Technician Level II	\$ 80.00
Clerical	\$ 40.00

END DOCUMENT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: November 28, 2018

MEETING DATE: December 10, 2018

FROM: Lizette Gomez, Risk Management Coordinator

DEPARTMENT: HR

DIRECTOR:

Agenda Item: Consideration and action, if any, awarding a service contract for Self-Funded Pharmacy Benefit Management Services (PBM). (RFP #1718-01-528-S020-240)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Provide a higher savings due to reduction of pharmacy benefits costs and increase of rebates and savings.

Financial Consideration: No expense to the City.

Staff Recommendation: Awarding PBM services to our current carrier United Healthcare for a period of three (3) years for a potential Admin Credit (3) year savings of \$826,169.

Admin Credit - Financial Savings 2019/2020/2021 \$256k/\$274k/\$296k, PMPM Savings \$18.52/\$19.87/\$21.47

Alternatives:

ROUTING:

Lizette Gomez

Created/Initiated - 11/28/2018

Anali Alanis
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Approved - 11/30/2018
Approved - 12/03/2018
Approved - 12/05/2018
Approved - 12/05/2018
Final Approval - 12/07/2018

Pharr

P u r c h a s i n g

SCORE SHEET

Project #1718-01-528-S020-240 RFP - PHARMACY BENEFIT MANAGEMENT

RESPONDENT	TOTAL SCORE
UNITED HEALTHCARE HOUSTON, TX	26
EVOLVE PHARMACY SOLUTIONS ORLANDO, FL	19
BENECARD SERVICES dba BENECARD PBF BONITA SPRINGS, FL	18.2

City of Pharr Data - Adjusted Claims			City of Pharr Current		UHC Offer Year 1 (Admin)		UHC Offer Year 2 (Admin)		UHC Offer Year 3 (Admin)		UHC Offer Year 1 (Share)		UHC Offer Year 2 (Share)		UHC Offer Year 3 (Share)	
Source	# Scripts	AWP	AWP Discount	Spend	AWP Discount	Spend	AWP Discount	Spend	AWP Discount	Spend	AWP Discount	Spend	AWP Discount	Spend	AWP Discount	Spend
Retail - Generic (30 Days)	8,010	\$680,850	74.0%	\$ 177,021	76.0%	\$ 163,404	76.0%	\$ 163,404	76.0%	\$ 163,404	76.0%	\$ 163,404	76.0%	\$ 163,404	76.0%	\$ 163,404
Retail - Brand (30 Days)	1,402	\$595,850	18.3%	\$ 486,809	18.0%	\$ 122,149	18.0%	\$ 122,149	18.0%	\$ 122,149	18.0%	\$ 122,149	18.0%	\$ 122,149	18.0%	\$ 122,149
Retail 90 Brand (90 Days)		\$0		\$ -	21.1%	\$ 352,594	21.0%	\$ 353,041	21.0%	\$ 353,041	21.0%	\$ 353,041	21.0%	\$ 353,041	21.0%	\$ 353,041
Mail - Generic	107	\$40,200	76.0%	\$ 9,648	79.0%	\$ 8,442	79.0%	\$ 8,442	79.0%	\$ 8,442	79.0%	\$ 8,442	79.0%	\$ 8,442	79.0%	\$ 8,442
Mail - Brand	27	\$21,440	24.2%	\$ 16,252	23.0%	\$ 16,509	23.0%	\$ 16,509	23.0%	\$ 16,509	23.0%	\$ 16,509	23.0%	\$ 16,509	23.0%	\$ 16,509
Hemophilia	18	\$769,147	29.0%	\$ 546,094	60.0%	\$ 307,659	60.0%	\$ 307,659	60.0%	\$ 307,659	50.0%	\$ 384,573	50.0%	\$ 384,573	50.0%	\$ 384,573
Specialty	36	\$260,897	12.0%	\$ 229,589	18.0%	\$ 213,936	18.0%	\$ 213,936	18.0%	\$ 213,936	18.0%	\$ 213,936	18.0%	\$ 213,936	18.0%	\$ 213,936
Total Spend				\$ 1,465,413		\$ 1,184,692		\$ 1,185,139		\$ 1,185,139		\$ 1,262,054		\$ 1,262,054		\$ 1,262,054
Dispensing Fees	9,412		\$ 1.05	\$ 9,883	\$ 0.60	\$ 5,647	\$ 0.60	\$ 5,647	\$ 0.60	\$ 5,647	\$ 0.60	\$ 5,647	\$ 0.60	\$ 5,647	\$ 0.60	\$ 5,647
Rebate Floor (per brand)	Retail			\$ -		\$0		\$0		\$0	\$120.62	(\$169,109)	\$137.84	(\$193,252)	\$164.18	(\$230,180)
	Mail			\$ -		\$0		\$0		\$0	\$200.92	(\$5,385)	\$222.82	(\$5,972)	\$266.12	(\$7,132)
	Specialty			\$ -		\$0		\$0		\$0	\$1,177.10	(\$63,563)	\$1,397.88	(\$75,486)	\$1,722.91	(\$93,037)
	Rebate Credit (PEPM)		\$ 27.18	\$ (197,327)	\$ 23.13	\$ (167,924)	\$ 25.77	\$ (187,090)	\$ 28.81	\$ (209,161)	0	\$ -	0	\$ -	0	\$ -
	Rx Pricing Admin Fee(s)															
Total Spend Net Rebates				\$ 1,277,969		\$1,022,416		\$1,003,696		\$981,626		\$1,029,644		\$992,992		\$937,352
Savings vs. Current Contract						\$255,553		\$274,273		\$296,343		\$248,325		\$284,977		\$340,618



Anali Analis
Director – Human Resources
118 S Cage Blvd
Pharr, TX 78577

Dear Ms. Analis:

HonestRx has completed its RFP analysis for the Prescription drug program for the City of Pharr. After a thorough review and vetting all bidders both quantitatively and qualitatively, we are recommending the City stay with the current Vendor United Healthcare/OptumRx.

Sincerely,

Timothy J. Foster, Sr
Chief Executive Officer
HonestRx Consulting, LLC
20333 State Highway 249, Suite 200
Houston, Tx 77070

Mobile: 832.570.7661

Office: 281.378.1581

Timothy.Foster@HonestRxConsulting.com

GetYourAnswer@HonestRxConsulting.com



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 10, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, ratifying contracts for music lineup and headliner for the HubPhest 2019 on Saturday, March 30, 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Project #1819-01-530-IPQ016-001 T. Lawrence

Project #1819-01-530-IPQ016-002 Little Joe Y La Familia

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 12/05/2018
Approved - 12/05/2018
Approved - 12/05/2018
Approved - 12/06/2018
Final Approval - 12/07/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.H.

DATE SUBMITTED: December 7, 2018

MEETING DATE: December 10, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on authorizing City Manager to negotiate and enter into an agreement for Construction Manager services for the Pharr Northside Aquatic Facility

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is wish to hire a professional construction manager to oversee the construction of the Pharr Northside Aquatics Facility. The Board of Commissioner wishes to authorize the City Manager to negotiate a enter into a contract for such services.

Financial Consideration: TBD

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 12/07/2018
Final Approval - 12/07/2018