

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MAY 6, 2019**

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. PROCLAMATIONS:

A) Proclamation proclaiming 2019 National Police Week.

B) Proclamation proclaiming National Economic Development Week.

3. 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.*

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

A) City Engineer's Report.

B) City Events of Interest.

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

A) Approval of Minutes for April 1, 2019 Regular Called Meeting and April 15, 2019 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on Change Order No. 1 with Bryne Software Technologies, Inc. for Project Restart in the amount of \$9,130.20. (DEVELOPMENT SERVICES)

C) Consideration and action ratifying award of contract to Johnson Controls from the Buyboard Cooperative to the TIPS Cooperative for the HVAC Building Automation System Controls at the Police Station and Memorial Library in the amount of \$124,000.00. (ENGINEERING)

D) Consideration and action authorizing City Manager to advertise for bids for the Pharr FY 15 DAP Project(s). (ENGINEERING)

E) Consideration and action on Development Services Cases:

1. Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. **CUP#911291**

2. Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 305 South Cage Boulevard. **CUP#060312**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Police Department Training Advisory Board. (POLICE)

B) Consideration and action, if any, on Resolution concerning AEP Distribution Cost Recover Factors (DCRF) application to increase distribution rates. (ADMINISTRATION)

7. ADMINISTRATIVE:

- A) Presentation of the 2019 City of Pharr Performance Review Survey. (HR)
- B) Consideration and action, if any, on Change Order No. 1 for the Thomas Road-Left Turn Lane Construction Project. (Project No. C1718-39-510-C009-252) (ENGINEERING)
- C) Consideration and action, if any, authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for various parks projects. (ENGINEERING)

8. PURCHASING:

- A) Consideration and action, if any, on purchasing Ten (10) 2019 Police Chevrolet Tahoe Police Pursuit Vehicles using the Tarrant County CO-OP # 2019-014. (Project Number #1819-01-512-P016-001) (POLICE)

9. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Aldana Engineering & Traffic Design, LLC. for Professional Engineering design services for a new Traffic signal at the intersection of Jackson Rd. and Minnesota Rd. (ENGINEERING)
- B) Consideration and action, if any, on Memorandum of Understanding with South Texas College (STC) for the police academy/basic peace officer certification. (POLICE)
- C) Consideration and action, if any, on Memorandum of Understanding between City of Pharr and American Red Cross. (EMERGENCY MANAGEMENT)

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

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

AGENDA REGULAR MEETING

May 6, 2019

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

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 3rd day of May 2019 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

AGENDA REGULAR MEETING
May 6, 2019



WITNESS MY HAND AND SEAL, this 3rd day of May 2019


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: _____

Proclamation



WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Pharr Police Department. Some 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 17,000 injuries. Since the first recorded death in 1786, over 21,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officer Memorial in Washington, D.C. and 371 new names of fallen heroes are being added this spring; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 31st Annual Candlelight Vigil, on the evening of Monday, May 13, 2019. The Candlelight Vigil is part of National Police Week, which takes place this year on May 13th – 17th; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day in honor of all fallen officers and their families. The City of Pharr hereby formally designates and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 13th – 17th, 2019 as:

“National Police Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 6th day of May 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, economic developers work with industries, brokers, and other key allies to produce the proper business climate that will result in the creation of high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, the economic development profession recognizes its role in a region's long-term success by addressing issues vital to businesses such as workforce availability, training, international trade, direct foreign investment, incentives and reduced cost of operations; and

WHEREAS, the City of Pharr recognizes it is a vital part of the region's success due to its commitment to a viable economic development program and strong partnership with other communities in South Texas; and

WHEREAS, the City of Pharr Economic Development Corporation works closely with local, state, federal, and international partners to help spur economic development, to foster growth, and to promote trade and commerce in Pharr; and

WHEREAS, the Pharr International Bridge is a key mechanism for economic development activities, supporting \$30 billion in trade with the world, is the leading port for produce crossings, and the only fully commercial international bridge in the region; and

WHEREAS, the City of Pharr continues to remain committed to supporting economic development activities and encourages all citizens to recognize and praise the valuable role that economic development plays to contribute to the vitality and quality of life in our community.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim May 6 through May 11, 2019 as:

“Economic Development Week in Pharr”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 6th day of May 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: April 24, 2019

MEETING DATE: May 6, 2019

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 - 4/24/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: April 30, 2019

MEETING DATE: May 6, 2019

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

Omar Anzaldua

City Management Office

Created/Initiated - 4/30/2019

Approved - 5/1/2019

Final Approval - 5/2/2019

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

- ☐ **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**
- ☐ **Moore Rd. 24" Sanitary Sewer Line Project**
- ☐ **City of Pharr Downtown 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 65% 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:	Project was Awarded to Texas Cordia NTP May 6, 2019
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:	AEP is currently installing lights
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/Hallf Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Design is at 100% completion. Currently under review by CBP, GSA, and TXDOT
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)

DESIGN PHASE

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 has been awarded.
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:	Single Machine Repaving Year 4		
Engineer	R. Gutierrez		
Contractor	Cutler Repaving Inc.		
Contract Amount	\$2,878,048	Contract Time (Days)	210
Notice to Proceed	2/4/2019	Contract Time Used:	40.95%

Description: Resurfacing of streets in downtown and southern areas.

Status: Construction is ongoing in the downtown area.

Pictures:



CONSTRUCTION PHASE

Project Name:	Pharr Nature Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,390,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	161.11%

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:	161.11%

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:	161.11%

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:	161.11%

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:	88.33%

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:	113.33%

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:	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:	303.33%
Description: Construction of approximately 2,300 feet of new 24" Sanitary Sewer Line			
Status: Construction is ongoing			
Pictures:			
			
			

CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount	\$300,000	Contract Time (Days)	74
Notice to Proceed	12/18/2018	Contract Time Used:	181.08%

Description:

Status: Construction is ongoing

Pictures:



CONSTRUCTION PHASE

Project Name:	St. Jude Parking Lot		
Engineer			
Contractor			
Contract Amount		Contract Time (Days)	
Notice to Proceed		Contract Time Used:	#DIV/0!

Status: Construction is ongoing

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: April 24, 2019

MEETING DATE: May 6, 2019

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 - 4/24/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: April 24, 2019

MEETING DATE: May 6, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Approval of Minutes for April 1, 2019 Regular Called Meeting and April 15, 2019 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for meetings held on April 1, 2019 and April 15, 2019.

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 4/24/2019
Final Approval - 5/3/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 1, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 1, 2019 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Ramiro Caballero
Comm. Mario Bracamontes

STAFF PRESENT: Alex Meade, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldúa, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Reynaldo Cano, Asst. Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG & Grants Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Veronica Gutierrez, Purchasing Dept.
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 4:01 p.m. Roll call established a quorum.

MINUTES: REGULAR MEETING
APRIL 1, 2019

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

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 NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK (COMMUNICATIONS)

Mayor Hernandez read proclamation proclaiming the week of April 14 to 19, 2019 as National Public Safety Telecommunicators Week. He presented proclamation to Danny Ramirez, Communications Director.

Danny Ramirez, Communications Director, thanked the City Commission for the recognition and continued support.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None

B) PUBLIC HEARING: SOLICITATION OF COMMENTS ON CITY OF PHARR WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN 2019 (PUBLIC UTILITIES)

Mayor Hernandez opened the public hearing. There being no public comments, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Alex Meade, City Manager, introduced the City Engineer's Report and stated the City Engineer was available for any questions. No questions were asked.

B) CITY EVENTS OF INTEREST

MINUTES: REGULAR MEETING
APRIL 1, 2019

Alex Meade, City Manager, reported the Pharr Memorial Library would be having an Easter Egg Hunt on Saturday, April 13, 2019 from 10:00 a.m. to 12:00 p.m. at Witten Park located at 600 S. Ironwood and invited the public to attend.

Alex Meade, City Manager, reported on upcoming events at the Pharr Events Center. He stated the Texas Department of Transportation (TxDOT) in collaboration and partnership with Border Trade Advisory Committee, would be holding a public meeting on Tuesday, April 2, 2019 from 2:00 p.m. to 4:00 p.m. to discuss the development of the Texas-Mexico Border Transportation Master Plan. He further reported TxDOT would be having a Stakeholder Meeting on April 3, 2019 from 10:00 a.m. to 12:00 p.m.

Alex Meade, City Manager, further reported the Rio Grande Valley Hispanic Chamber of Commerce would be hosting a South Texas Senior Summit on Thursday, April 11, 2019 from 8:00 a.m. to 3:00 p.m. at the Pharr Events Center and stated there would be wellness exams, screenings, educational information and fun activities for senior citizens.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR MARCH 18, 2019 REGULAR CALLED MEETING AND MARCH 25, 2019 SPECIAL CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION ON RESOLUTION AUTHORIZING THE PHARR FIRE DEPARTMENT TO APPLY FOR A FEMA ASSISTANCE TO FIREFIGHTERS GRANT FOR STAFFING ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) PROGRAM (FIRE)**
- C) CONSIDERATION AND ACTION ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT AN APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL FOR VICTIM COORDINATOR AND LIAISON GRANT (APPLICATION # 2020-00156) (POLICE)**
- D) CONSIDERATION AND ACTION ON ADDENDUM AND AMENDED ESCROW AGREEMENT WITH LONE STAR NATIONAL BANK FOR THE PUBLIC SAFETY COMMUNICATIONS BUILDING (COMMUNICATIONS)**
- E) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ENTER INTO A ONE-YEAR CONTRACT WITH SMARTCOM SOLUTION FOR INTERNET SERVICES AT THE PHARR MEMORIAL LIBRARY (LIBRARY)**
- F) CONSIDERATION AND ACTION ON STREET CLOSURE REQUEST FROM ST. JUDE CATHOLIC CHURCH FOR THEIR ANNUAL CHURCH FESTIVAL**

**ON SUNDAY, MAY 5, 2019 FROM 6:00 A.M. TO 10:00 P.M.
(ADMINISTRATION)**

G) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. YOLANDA G. RODRIGUEZ REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN ACCESSORY USE STRUCTURE (GUEST HOUSE) IN A TWO-FAMILY RESIDENTIAL DISTRICT (R-2). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 33, LAS MILPAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 408 WEST LAS MILPAS ROAD. CUP#190211
2. SEBASTIAN A. SOBCZAK, DBA LA OFRENDA, 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 LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS LOT A, RE-PLAT OF LOTS 9 & 10, STEEL HORSE INDUSTRIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5704 NORTH GUMWOOD. CUP#130109
3. RAUL FONG, D/B/A D'S PARADISE LOUNGE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST NEWCOMBE AVENUE (PARK). CUP#040213
4. JOSE E. MONROY, D/B/A ALICIA'S SU COCINA, LLC, 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 ALL OF LOTS 5 AND 6, FERGUSON PARADISE ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 805 EAST FERGUSON AVENUE. CUP#180313
5. MARTIN RAMIREZ REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZE STORAGE UNIT (LARGER THAN 120 SQUARE FEET) IN A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 12, BLOCK 2, BUSTAMANTE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 910 EAST ELLER AVENUE. CUP#190215

Alex Meade, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried by majority vote of four (4) ayes and one (1) abstention. Mayor Hernandez abstained from voting on Item 5-D.

Resolution Nos. R-2019-19 and R-2019-20 are filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING PRESIDING JUDGE FOR PRECINCT NOS. 25 AND 36 (PHARR ELEMENTARY SCHOOL) FOR THE GENERAL MUNICIPAL ELECTION ON SATURDAY, MAY 4, 2019 (ADOPTION ON ONE READING) (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item.

Comm. Carrillo **moved** to appoint Nathan Gower Schwarz. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2019-07 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION IF ANY, ON ORDINANCE FOR A MORATORIUM ON THE ISSUANCE OF ANY PERMITS FOR INDIVIDUALLY RENTED STORAGE UNITS WITHIN THE CITY OF PHARR (2ND AND FINAL READING) (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-08 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE RENAMING PUBLIC ROADWAY FROM RANCHO BLANCO ROAD TO JAVELINA DRIVE. (3RD AND FINAL READING) (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-09 is filed with the City Clerk's Office.

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING EMERGENCY HIRING OF A CRIME ANALYST (POLICE)**

MINUTES: REGULAR MEETING
APRIL 1, 2019

Alex Meade, City Manager, introduced the item and briefly stated the position was essential for daily operations of the Police Department and recommended approval.

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

Resolution No. R-2019-21 is filed with the City Clerk's Office

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item. He stated this property was west of the Hopeland Business Center on Frontage and the City needed to gain access towards FM 495. He further recommended approval.

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

Resolution No. R-2019-22 is filed with the City Clerk's Office

ITEM 7. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE WITTEN PARK & PHARR SPORTS COMPLEX LIGHTING (EMERGENCY) PROJECT AND RELEASE RETAINAGE IN THE AMOUNT OF \$5,688.75 (ENGINEERING)**

Alex Meade, City Manager, introduced the item and briefly stated Longoria's Electric has completed the project and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FOR WAIVER FOR MORATORIUM ORDINANCE RELATING TO INDIVIDUALLY RENTED STORAGE UNITS (DEVELOPMENT SERVICES)

Alex Meade, City Manager, introduced the item and stated staff recommended approval.

Patricia Rigney, City Attorney, advised the waiver was not necessary on exemption of moratorium as per Chapter 212 pursuant to 245 of the Texas Local Government Code. Therefore, no action was taken on the item.

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON DEDUCTIVE CHANGE ORDER IN THE AMOUNT OF \$5,800 FOR TYLER TECHNOLOGIES PROJECT CODE # C1702B07 (POLICE)

Alex Meade, City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT WITH PYRO SHOWS OF TEXAS FOR LIVE FIREWORKS DISPLAY FOR CITY OF PHARR INDEPENDENCE DAY FESTIVAL ON SATURDAY, JUNE 29, 2019 WITH A RAIN-DATE OF SUNDAY, JUNE 30, 2019 (EVENTS CENTER)

Alex Meade, City Manager, introduced the item and stated contract amount was \$12,000 and the item has been budgeted. He further 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, AUTHORIZING CITY MANAGER TO AWARD CONTRACT TO JOHNSON CONTROLS THROUGH THE BUYBOARD COOPERATIVE FOR THE HVAC BUILDING AUTOMATION SYSTEM CONTROLS AT THE POLICE STATION AND MEMORIAL LIBRARY IN THE AMOUNT OF \$124,000.00 (ENGINEERING)

Alex Meade, City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, EXTENDING COMPREHENSIVE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FOR MCALLEN LEVCAL, LLC TO DECEMBER 31, 2029 (FINANCE)

Alex Meade, City Manager, introduced the item. He briefly explained this was for the Pharr Town Center and management was requesting an extension of agreement for an additional six (6) years with contract terms staying the same. He further stated they were adding 14,000 sq. ft. and some restaurants and retail stores and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR THE PURCHASE OF LOTS #3, 4, 5, AND 6 AND LOT #7 FOR ADDITIONAL DOWNTOWN PARKING (GMCD)

Alex Meade, City Manager, introduced the item. He stated there were some lots south of the Episcopal Church and the City was asking for permission to negotiate and enter into contract.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR ENGINEERING DESIGN SERVICES FOR LIFT STATION NO. 1, NO. 29 AND NO. 33 ELIMINATION PROJECT (ADMINISTRATION)

Alex Meade, City Manager, introduced the item. He stated the contract amount was to be determined and negotiated and funds would be available through the Texas Water Development Board. He further recommended approval.

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

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

None

ITEM 11. RECONVENE

None

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:14 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 1st DAY OF APRIL 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 15, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 15, 2019 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. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Comm. Daniel Chavez
Comm. Mario Bracamontes

STAFF PRESENT: Alex Meade, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Rina Rodriguez, Events Center
Karla Moya, Finance Director
Bea Fuentes, HR
Marissa Hernandez, Municipal Judge
Eloy Salazar, Asst. 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
Mike Singleterry, Library Supervisor
Jose Pena, I.T. Director
Fred Brouwen, Bridge
Kenneth Ennis, Communications

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Alex Meade, City Manager, led in the pledge of allegiance and Comm. Guajardo said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MOTORCYCLE AWARENESS MONTH

Andrew Canon stated May was National Motorcycle Awareness month and stated motorcycle organizations would be conducting activities to promote the importance of motorist awareness and safely sharing the road with motorcycles. He reminded riders to make themselves more visible to others and thanked the City of Pharr for the recognition.

Mayor Hernandez read proclamation proclaiming the month of May 2019 as Motorcycle Safety Awareness Month.

At this time, Mayor Hernandez called upon Hilda Medrano from UTRGV. Hilda Medrano, Professor/Director Early Childhood Education, spoke about the program "Abriendo Puertas" and stated they would like a partnership with the City of Pharr.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR APRIL 2019

Alex Meade, City Manager, introduced the item and reported the city showed an overall positive trend in the amount of \$1.9 million and an increase of 19.21% compared to April 2018.

B) SUBMISSION OF MARCH 2019 TAX COLLECTION REPORT

Alex Meade, City Manager, introduced the tax collection report for the month of March 2019 and reported current tax collections as of March 2019 were \$17,498,166 or 91.38% collected out of this year's levy. He further stated this was a 0.25% decrease compared to last year.

C) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reminded the general public the City Clerk's Office would be opened for election duties on Good Friday, date being April 19, 2019 from 2:00 p.m. to 5:00 p.m. Since Good Friday was not defined as a state holiday under the Government Code, a city would need to remain open for at least three (3) hours because it was the last day for a voter to hand-deliver their application for a ballot by mail.

Alex Meade, City Manager, reported the early voting locations for the city's municipal election were the Jose "Pepe" Salinas Civic Center and the Development and Research Center and Election Day was Saturday, May 4, 2019.

ITEM 5. CONSENT AGENDA

A) CONSIDERATION AND ACTION RATIFYING RESOLUTION NO. R-2019-23 ENTERING INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF WEST OLD BUSINESS 83 BETWEEN PALM DRIVE AND ASTER STREET FOR THE PURPOSE OF CONDUCTING THE VANGUARD ACADEMY 5K FOR CHILDREN WITH SPECIAL NEEDS ON SATURDAY, APRIL 13, 2019 FROM 8:00 A.M. TO 12:00 P.M. (ADMINISTRATION)

B) CONSIDERATION AND ACTION ON CHANGE ORDER NO. 1 WITH VISIONALITY FOR VIDEO WALL IN THE AMOUNT OF \$4,745.44 (COMMUNICATIONS)

C) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

- 1. BIG RIVER BREWERY, LLC REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BIG RIVER BREWERY, LLC. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.37-ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE E7.50AC-W20AC, LOT 107, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 505 WEST NOLANA LOOP. CUP#170314**

2. **PIPIRIN HOLDINGS, INC., D/B/A BRAVO CARNE ASADA, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 209, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6701 SOUTH JACKSON ROAD. CUP#190318**
3. **LADY B. SEGUNDO, D/B/A THE ALLEY CABANA BAR & GRILL, 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 ALL OF LOTS 4 & 5, LA QUINTA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5808 SOUTH CAGE BOULEVARD. CUP#180210**
4. **1500 HALL ACRES, LLC. REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 12.997-ACRE TRACT OF LAND, OUT OF LOTS 5 & 6, BLOCK 8, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1500 WEST HALL ACRES ROAD. COZ#190320**

PLATS:

1. **R. GUTIERREZ ENGINEERING CORPORATION, REPRESENTING CRUZ CORTEZ AND ENRIQUETA CORTEZ, OWNER'S REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CORTEZ SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 2.15-ACRE TRACT OF LAND OUT OF LOT 125, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 300 BLOCK OF EAST ELDORA ROAD. SUB#151126**
2. **URBAN INFRASTRUCTURE GROUP, INC., REPRESENTING VALLEY CATHEDRAL, INC., A TEXAS NON-PROFIT CORPORATION, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED VANGUARD-BETHEL SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 19.145-ACRE TRACT OF LAND, MORE OR LESS, BEING COMPRISED OF AN 8.86 ACRE TRACT OF LAND OUT OF LOT 181, KELLY-PHARR SUBDIVISION, ALL OF LOT 1, VANGUARD ACADEMY SUBDIVISION NO. 8 AND ALL OF LOT 1, TEMPLO BETHEL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1200 EAST BLOCK KELLY AVENUE. SUB#180931**

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-10 and Resolution No. R-2019-23 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 APPOINTING PRESIDING JUDGE FOR PRECINCTS 61, 116, AND 240 (PHARR HOUSING AUTHORITY) FOR THE GENERAL MUNICIPAL ELECTION ON SATURDAY, MAY 4, 2019 (ADOPTION ON ONE READING) (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item and stated Maria Del Rosario was unable to serve at this time and a replacement was needed. He further stated Christopher Weaver has indicated interest in serving and recommended approval.

Comm. Carrillo **moved** to appoint Christopher Weaver as Presiding Judge for Precincts 61, 116, and 240. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2019-11 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE EMERGENCY HIRING FOR SUMMER SEASONAL POSITIONS TO INCLUDE RECREATION, ATHLETIC AND AQUATIC STAFF (PARKS)**

Alex Meade, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2019-24 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE EMERGENCY HIRING FOR TIERRA DEL SOL GOLF COURSE LANDSCAPING SUPERINTENDENT (PARKS)**

Alex Meade, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2019-25 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN (PUBLIC UTILITIES)

Alex Meade, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2019-26 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION IN SUPPORT OF THE RE-DESIGNATION AGREEMENT AND BYLAWS FOR THE PROPOSED RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION (ADMINISTRATION)

Alex Meade, City Manager, introduced the item.

Andrew Canon, MPO Director, stated the Valley MPO would result from the combination of the Harlingen-San Benito MPO, Brownsville MPO, and Hidalgo County MPO. He stated this was a momentous occasion as more funding opportunities would be available for projects throughout the region. He thanked Mayor Hernandez and the City Commission for their vision and leadership.

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

Resolution No. R-2019-27 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) PRESENTATION OF THE 2019 CITY OF PHARR PERFORMANCE REVIEW SURVEY (HR)

Alex Meade, City Manager, introduced the item. He briefly stated representative from UTRGV was unavailable and presentation would not take place at this time.

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AMENDING AGREEMENT BETWEEN CITY OF PHARR AND CIVICPLUS (CIVICCLERK) FOR THE AGENDA MANAGEMENT SOFTWARE (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH PSJA ISD FOR USE OF DR. WILLIAM LONG ELEMENTARY SCHOOL / CITY PARK, AND THE EMPTY AREAS SOUTH OF PSJA NORTH HIGH SCHOOL FOR THE CITY OF PHARR INDEPENDENCE DAY FESTIVAL ON SATURDAY JUNE 29, 2019; WITH A RAIN DATE OF SUNDAY JUNE 30, 2019 (EVENTS CENTER)

Alex Meade, 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.

C) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE LAS MILPAS ROAD LEFT TURN LANE CONSTRUCTION PROJECT (PROJECT NO. 1819-39-510-C009-516) (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated staff recommended award of contract to the lowest bidder, Texas Cordia Construction in the amount of \$513,473.35.

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

ITEM 9. 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

None

ITEM 10. RECONVENE

None

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:31 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 15th DAY OF APRIL 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: April 29, 2019

MEETING DATE: May 6, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action on Change Order No. 1 with Bryne Software Technologies, Inc. for Project Restart in the amount of \$9,130.20.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Byrne Software provided project management services throughout the project up to 168 hours and due to unforeseen circumstances, the City was not able to complete the project throughout the specified time therefore, a change order is necessary to successfully complete the project.

Financial Consideration: The cost of the change order is \$9,130.20

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
Jose Pena
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 4/29/2019
Approved - 5/1/2019
Approved - 5/1/2019
Approved - 5/1/2019
Approved - 5/2/2019
Approved - 5/2/2019
Final Approval - 5/2/2019

GOVERNMENT - PRICE QUOTATION



BYRNE SOFTWARE TECHNOLOGIES AT CARAHSOFT



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

TO: Melanie Cano
Development Services Director
City of Pharr
118 S. Cage
Pharr, TX 78577 USA

FROM: Jennifer L. Reed
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Reston, Virginia 20190

EMAIL: Melanie.cano@pharr-tx.gov

EMAIL: Jennifer.Reed@carahsoft.com

PHONE: (956) 402-4150

PHONE: (703) 889-9766

FAX: (703) 871-8505

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

QUOTE NO: 15338770
QUOTE DATE: 04/08/2019
QUOTE EXPIRES: 04/30/2019
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$9,130.20

TOTAL QUOTE: \$9,130.20

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	CON-PM	Project Manager (Per Hour) Byrne Services - Project Restart Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	60	\$9,130.20
SUBTOTAL:						\$9,130.20
TOTAL PRICE:						\$9,130.20
TOTAL QUOTE:						\$9,130.20

Change Order

Agency: Pharr, TX
Project Code: Pharr, TX – Accela Land, Licensing & Assets
Initiating Department: Development Services
Initiated By: Melanie Cano

CO #: 1
Date: 4/3/19

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. Executive Summary

This change order serves to note additional project change in scope in relation to Project Restart. The agency has expressed to restart the project. Additional time will be needed and will be added to the project scope as Deliverable 23: Project Restart.

Additional details for the items noted above are noted in section 1.a (see below).

A. Description of Services

Deliverable 22: Project Restart

Byrne will provide additional services to restart the project.

In terms of specific output, the following will be reviewed/updated for this deliverable:

- Project Plan
- Project Status Report
- Project SharePoint Site
- Project Restart Presentation
- Internal Project Tracking
- Ramp Up Internal Project Team

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by Byrne to deliver Services.
- Review/Update Project Plan, Project Status Report Template, and Project Restart Presentation deliverables with input from appropriate Agency resources.

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.

Change Order

- Provide timely and appropriate responses to Byrne's requests for project planning input and meeting logistics requests.
- Include Project Sponsor in Project Restart Meeting.

Acceptance Criteria:

- Review and acceptance of Project Plan
- Completion of Project Restart Meeting

B. Project Change Summary

The following costs will be added to the project budget as a result of additional scope:

Deliverable #	Deliverables	Cost
22	Project Restart	\$9,130.20

Total Project Cost Impact: \$9,130.20

C. BILLING TERMS:

Byrne will perform the Services on a fixed budget basis based on: the nature and scope of the Services and associated Deliverables outlined in above Section 1, the expected staffing requirements, project schedule, Byrne's and Customer's roles and responsibilities and the other assumptions set forth in this Change Order. Carahsoft and Byrne's total price to perform the Services described in Section 1 is \$9,130.20 exclusive of taxes and expenses. Any hours in excess of the allotted amounts will require a further change order. Carahsoft and Byrne Software will invoice the above deliverable prior to delivering the onsite services. Billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments.

D. EXPENSES:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Carahsoft and Byrne Software expense policy. Carahsoft and Byrne Software will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Byrne Software will work with Customer to manage and control its expenses in accordance with Byrne Software travel policy guidelines. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past engagement experience.

Travel is not expected for this change order.

E. EXPIRATION:

Expiration will follow the terms of the Statement of Work

Change Order

Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Carahsoft and Byrne and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By: Pharr, TX	Accepted By: Carahsoft Technology
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: April 30, 2019

MEETING DATE: May 6, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action ratifying award of contract to Johnson Controls from the Buyboard Cooperative to the TIPS Cooperative for the HVAC Building Automation System Controls at the Police Station and Memorial Library in the amount of \$124,000.00.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: This building automation system will improve the operational efficiency of the HVAC System as described below:

The Network Automation Engine (NAE) brings an entirely new generation of technology into the Metasys(r) Building Automation System (BAS). The NAE is an automation engine that manages facilities using information and Internet technology. The NAE Series uses the communication technology of the building automation industry, including BACnet(r) protocol, LONWORKS(r) network, and the N2 Bus to monitor and supervise Heating, Ventilating, and Air Conditioning (HVAC) equipment, lighting, security, fire, and access control. The NAE Series supports a comprehensive set of supervisory features and functions for large facilities and technically advanced buildings and complexes. A NAE or a network of multiple NAE devices within a building provides monitoring and control, alarm and event management, data exchange, trending, energy management, scheduling, and data storage. The NAE has an embedded user interface and supports concurrently connected Web browsers with password access control and the security protection technology of the Information Technology (IT) industry.

Financial Consideration: PD Controls: \$87,500

Librabry Controls: \$36,500

Total: \$124,000

Staff Recommendation: Staff recommends approval ratifying the award of the contract from Buyboard Cooperative to TIPS Cooperative.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 4/30/2019
Omar Anzaldua	Approved - 4/30/2019
Patricia Rigney	Approved - 5/2/2019
Veronica Gutierrez	Approved - 5/2/2019
Karla Moya	Approved - 5/3/2019
City Management Office	Final Approval - 5/3/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: May 1, 2019

MEETING DATE: May 6, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the Pharr FY 15 DAP Project(s).

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 for the FY 15 DAP Projects which are the following

CSJ#	0921-02-385	Northbound	Lanes	Expansion
CSJ#0921-02-383 2nd BSIF Exit				

Financial Consideration: Engineer's Cost Estimate \$4,726,520.32

Staff Recommendation: Staff recommends approval.

Alternatives: None

ROUTING:

Omar Anzaldua
Veronica Gutierrez
Karla Moya
City Management Office

Created/Initiated - 5/1/2019
Approved - 5/1/2019
Approved - 5/1/2019
Final Approval - 5/1/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: May 2, 2019

MEETING DATE: May 6, 2019

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 - 5/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.1.

DATE SUBMITTED: April 26, 2019

MEETING DATE: May 6, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. **CUP#911291**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#911291**

Financial Consideration:

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

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 4/26/2019
Approved - 5/1/2019
Approved - 5/1/2019
Final Approval - 5/1/2019



Pharr



MAYOR Ambrosio Hernández, MD | CITY MANAGER Alex Meade

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

Executive Summary Letter

May 6, 2019

Conditional Use Permit **Renewal** for ABC –

Junction Cafe

Background:

Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 27th renewal for Junction Cafe.

The property is located at 11 South Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_R FONG dba JUNCTION CAFE_1991



MEMORANDUM

DATE: MONDAY, MAY 6, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#911291 (JUNCTION CAFÉ)

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 11 South Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the North, South and East and General Business (C) 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.

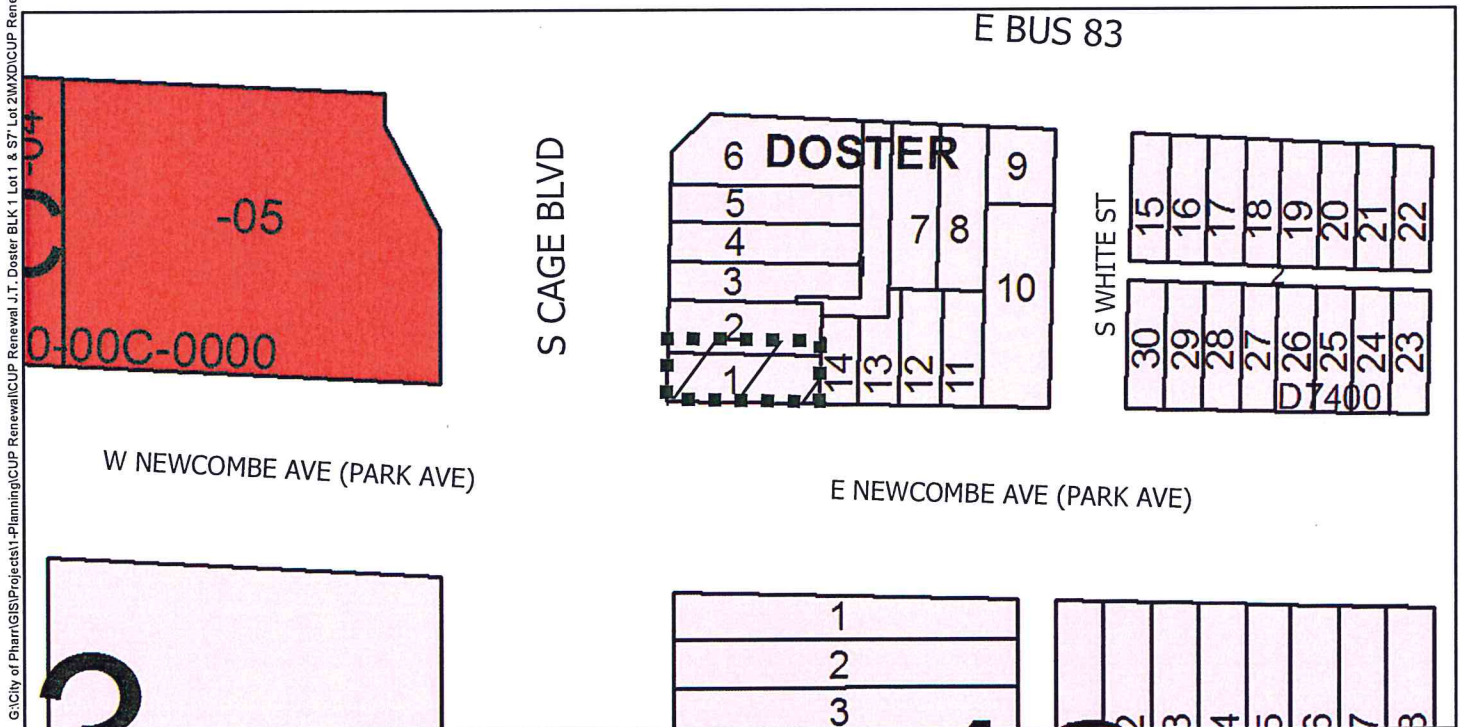
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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

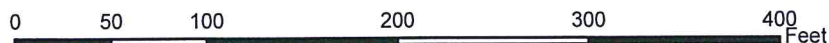
Conditional Use Permit Renewal
J.T. Doster BLK 1 Lot 1 & S7' Lot 2
Junction Cafe



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 = 100 feet



Date: 4/26/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.2.

DATE SUBMITTED: April 26, 2019

MEETING DATE: May 6, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 305 South Cage Boulevard. **CUP#060312**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#060312**

Financial Consideration:

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

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 4/26/2019
Approved - 5/1/2019
Approved - 5/1/2019
Final Approval - 5/1/2019



Pharr



MAYOR Ambrosio Hernández, MD | CITY MANAGER Alex Meade

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

May 6, 2019

Executive Summary Letter

Conditional Use Permit **Renewal** for ABC –

The Fraternal Order of Eagles of
Pharr, Texas.

Background:

Ricardo Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 13th renewal for The Fraternal Order of Eagles.

The property is located at 305 South Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC\ABC_THE FRATERNAL ORDER OF EAGLES OF PHARR_4.18.2006



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 6, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#060312 (THE FRATERNAL ORDER OF EAGLES-PHARR)

GENERAL INFORMATION:

APPLICANT: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 305 South Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The property to the north, south, and west is also zoned Business District (C-2). The property to the east is zoned General Business District (C). The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

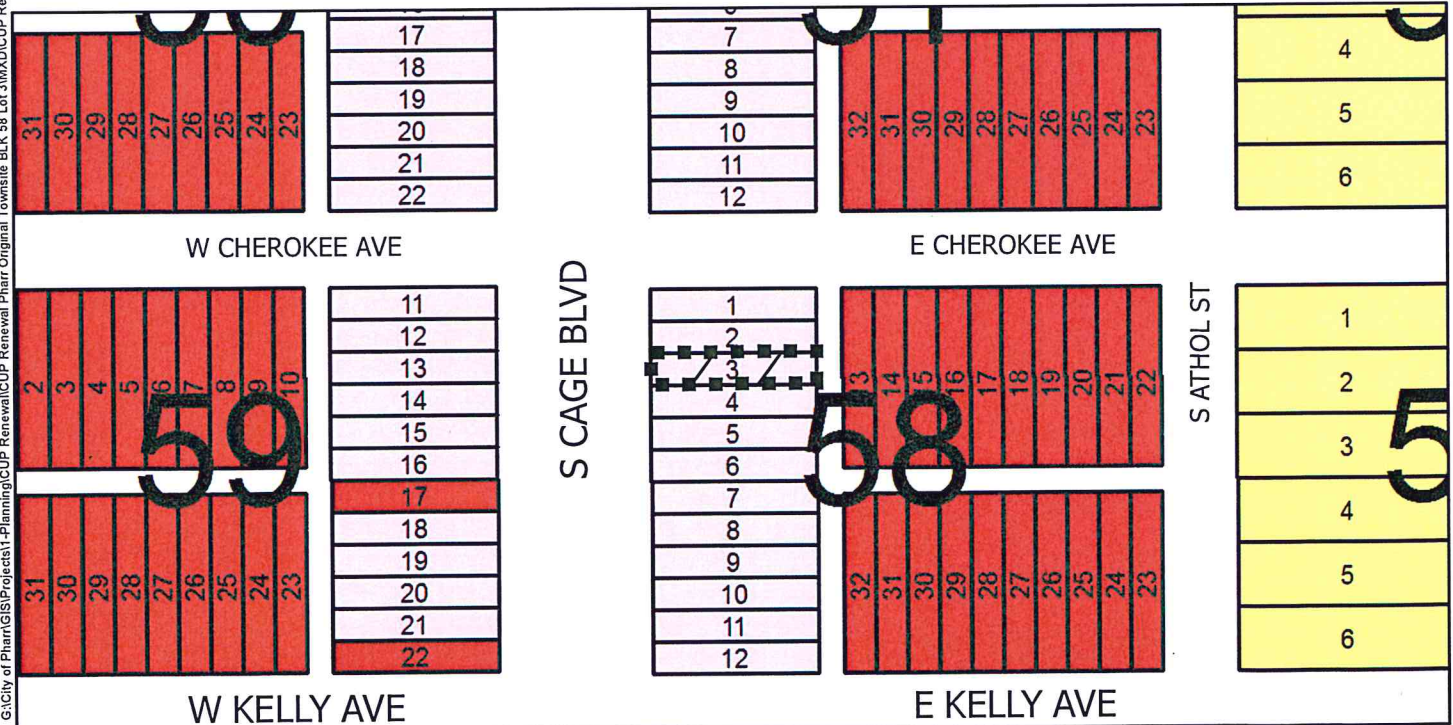
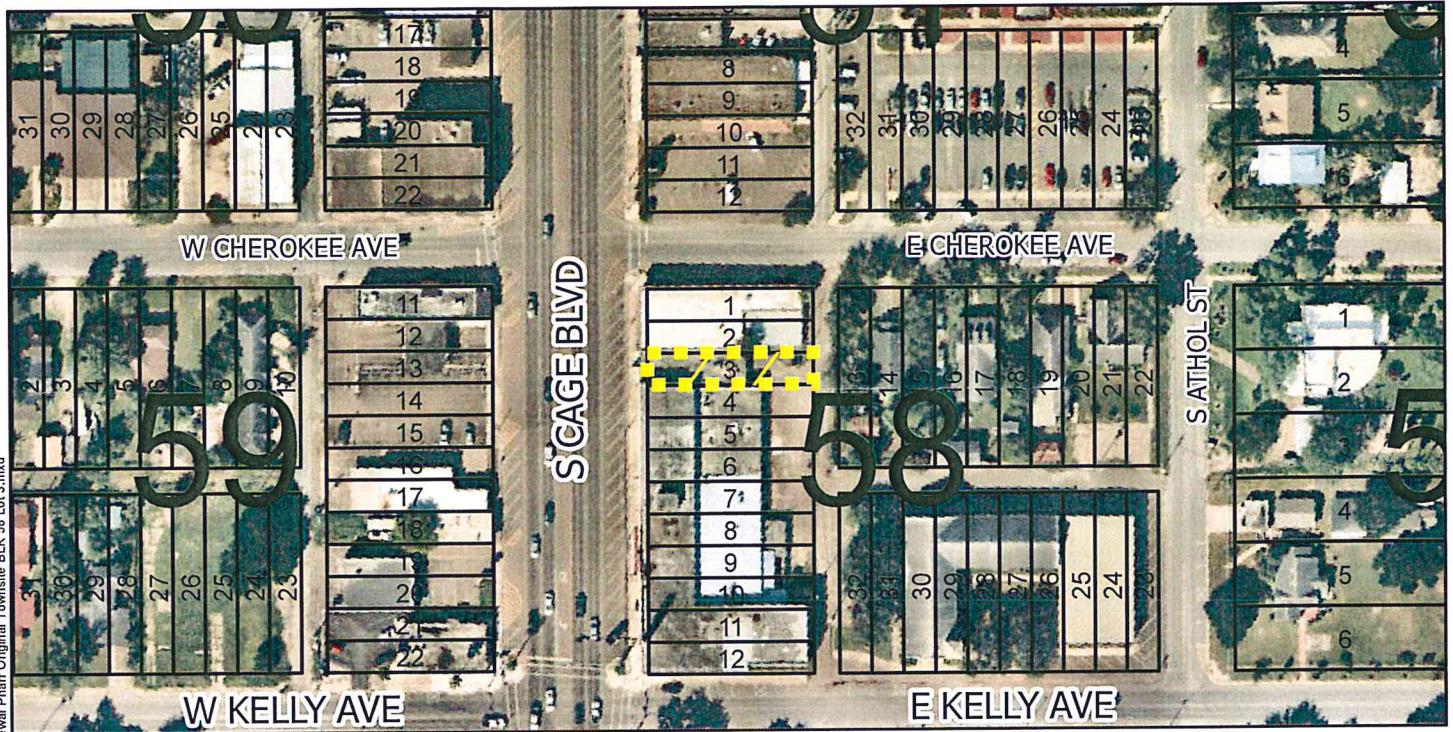
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: May 3, 2019

MEETING DATE: May 6, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Police Department Training Advisory Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department and Training Advisory Board

What: Appointment of member to board

Where: Pharr, TX

When: May 6, 2019

Why: Board is established pursuant to §1701.252 of the Texas Occupants Code.

Financial Consideration: N/A

Staff Recommendation: I recommend approval.

Alternatives: The alternative is to not approve the resolution.

ROUTING:

Jose Luengo
City Management Office

Created/Initiated - 5/3/2019
Final Approval - 5/3/2019

STATE OF TEXAS §
 §
CITY OF PHARR §

RESOLUTION NO. R-2018-__

WHEREAS, there is hereby a Police Advisory Board which shall function by making plans and acting as a Training Advisory Board being composed of nine (9) members to be appointed by the Board of Commissioners, and

WHEREAS, appointment/re-appointment of one (1) regular member needs to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

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

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

NAME:	LENGTH OF TERM
--------------	-----------------------

- | | |
|----------------|---------|
| 1. Jose Garcia | 4 years |
| 2. | |
| 3. | |

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

NAME:	LENGTH OF TERM
--------------	-----------------------

- | | |
|--------|-----|
| 1. N/A | N/A |
|--------|-----|
- PA
SS**

ED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of April 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

JOSE GARCIA

1105 E. Polk Ave, Pharr, TX 78577 | (956) 460-0965 | jlgar52@yahoo.com

Professional Summary

Served in the Military for two years 1970 to 1972 .

Served as a medical surgical Technician assigned to a medical company with the 1st Cavalry Division. Honorable Discharge.

Served in federal law enforcement for 30 years. I never received any type of disciplinary action or negative evaluation in the performance of my duties.

Work History

Retired

Dec 2014 - Mar 2019

Retired

Pharr, TX

I have been retired from Federal Service for the last five years.

CBP Supervisory Officer

Jun 2006 - Dec 2014

U S Customs & Border Protection

Roma, TX

Managed and supervised twenty to twenty five officers, depending on shift. Made work assigned for officers to accommodate daily operational needs . Verified all operational reports for data integrity and accuracy.

Verified officer time sheets for accuracy and input officer overtime hours. Responded to complaints about officers from the public and complaints from officers.

Evaluated officers as to their performance, developed with officers performance goals to achieve performance improvement and improve their annual rating.

Reviewed all case paperwork from officers for accuracy .

As a certified CBP Firearms Instructor I scheduled and managed all firearms training and supervised the instructors.

Detailed to supervise and be part of Tactical Enforcement Team.

U S Customs Inspector

Sep 1988 - Jul 2006

U.S Customs Service

Progreso /Rio Grande City, Texas

Worked as a U S Custom Inspector. Duties as assigned. Processing vehicle, pedestrian and commercial traffic entering the U.S. from Mexico. Interdicting contraband , narcotics, prohibited item.

U S Border Patrol Agent

Apr 1986 - Sep 1988

U S Border Patrol

San Diego, CA

Interdicting the entry of undocumented aliens and narcotics into the U.S. Patrol the Border between San Diego CA and Tijuana Mx. , to include city patrol, farm and ranch check.

Education

Certificate: Leadership

CBP Supervisory Leadership Training

Professional development

2007
Dallas, TX

Certificate: U S Customs Academy

Federal Enforcement Training Academy

2008
Brunswick, GA

Certificate Of Training : U S Border Patrol Academy

Federal Law Enforcement Academy

1986
Brunswick, GA

Business Administration

Durham Business College

Harlingen, TX

Diploma: High School

PSJA High School

1970
San Juan, TX



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: May 1, 2019

MEETING DATE: May 6, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution concerning AEP Distribution Cost Recover Factors (DCRF) application to increase distribution rates.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: AEP Texas, Inc. filed an application with the Public Utility Commission of Texas (PUCT) and cities that have retained original jurisdiction over AEP Texas a request to change the rates it charges or the use of its transmission and distribution lines and related services.

The purpose of the Resolution is to deny AEP Texas' request.

Financial Consideration:

Staff Recommendation: Staff recommends approval of Resolution to deny increase of distribution rates.

Alternatives: No action on this filing.

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 5/1/2019
Approved - 5/2/2019
Final Approval - 5/2/2019



Judith E. Talavera
President and Chief Operating Officer

AEP Texas
539 N. Carancahua
Corpus Christi, TX 78401
aeptexas.com

May 1, 2019

The Honorable Ambrosio Hernandez
Mayor, City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

RECEIVED
AT 9:30 O'CLOCK AM/PM

MAY - 1 2019

CITY MANAGER'S OFFICE
BY: Y. Talavera

Re: *Application of AEP Texas for Authority to Change Rates*

Dear Mayor Hernandez:

As indicated in previous correspondence, AEP Texas is filing with the Public Utility Commission of Texas (PUCT) and cities that have retained original jurisdiction over AEP Texas a request to change the rates it charges for the use of its transmission and distribution lines and related services. AEP Texas is filing this request with the PUCT on May 1, 2019 and, by this letter, with cities that have retained original jurisdiction over AEP Texas. This letter provides you information about the filing, as well as the filing itself. Attached to this letter are the following:

Attachment 1 discusses the action your city needs to take by **June 5, 2019** and provides a sample city ordinance for your convenience. If your City has previously ceded its original rate-setting jurisdiction to the PUCT, this information is being provided to you as a courtesy and no action is required by you.

Attachment 2 is the AEP Texas Petition and Statement of Intent, which is the request to change rates for those cities that have retained original jurisdiction. Appendix A of the Petition and Statement of Intent provides a list of cities in the AEP Texas service territory and indicates which cities have retained original jurisdiction over the company's rates and those which have ceded original jurisdiction to the PUCT.

Attachment 3 is a copy of my testimony as AEP Texas President & COO, which provides you an overview of the filing and the subjects covered by each AEP Texas witness.

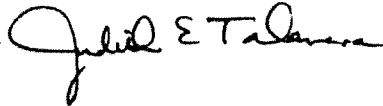
Flash Drive provided with this letter contains the entirety of AEP Texas' rate request testimony and rate filing package. AEP Texas is proposing revisions to most tariffs and schedules. A copy of the proposed tariffs is contained in Exhibit JLJ-4 to the testimony of AEP Texas witness Jennifer Jackson, which is contained on the flash drive.

(Over)

As has always been the case, AEP Texas is committed to working with local and state regulators to ensure the timely construction and maintenance of a reliable and resilient transmission and distribution system. We believe a strong system will enhance overall service reliability and the economic potential for the state and the communities we serve.

If you have any questions about the AEP Texas request to change its transmission and distribution rates, please contact Lee Jones, AEP Texas External Affairs Manager, at 956-283-2441.

Sincerely,

A handwritten signature in black ink, appearing to read "Judith E. Talavera". The signature is fluid and cursive, with the first name "Judith" being more prominent.

Judith E. Talavera
AEP Texas
President and Chief Operating Officer

Enclosures

PUC DOCKET NO. _____

APPLICATION OF AEP TEXAS INC.	§	BEFORE THE
FOR AUTHORITY TO CHANGE	§	PUBLIC UTILITY COMMISSION
RATES	§	OF TEXAS

PETITION AND STATEMENT OF INTENT TO CHANGE RATES

AEP Texas Inc. (AEP Texas or the Company) files this Petition and Statement of Intent to Change Rates (Petition) in accordance with Subchapter C of Chapter 36 of the Public Utility Regulatory Act (PURA),¹ 16 Tex. Admin. Code (TAC) § 22.243(b), and 16 TAC § 25.247(c)(2)(B). AEP Texas is filing with this Petition a rate filing package (RFP) that complies in all material respects with the Commission's *Transmission & Distribution (TDU) Investor-Owned Utilities Rate Filing Package for Cost-of-Service Determination*.²

I. INTRODUCTION

AEP Texas is connected to and serves more than one million electric consumers in the restructured Texas marketplace. As an energy delivery (wires) company, AEP Texas delivers electricity safely and reliably to homes, businesses, and industry across its nearly 100,000 square mile service territory in south and west Texas. AEP Texas also maintains and repairs its lines, reads electric meters, and handles connections and disconnections as directed by the Retail Electric Providers (REPs) selling electricity to end-use customers. Providing safe and reliable electricity is AEP Texas' mission.

The State of Texas is fortunate to have a dynamic and diverse economy and much of the economic growth has been taking place throughout the AEP Texas service territory. New and existing businesses find an attractive environment for growth and investment. Notably, the Rio

¹ PURA is codified at Tex. Util. Code Ann. §§ 11.001–66.016.

² Approved November 19, 2015.

Grande Valley and Laredo have consistently been two of the fastest growing areas of the state. When oil field related activity in the well-known "Eagle Ford" shale production area began around the year 2011, AEP Texas saw tremendous growth in areas that had been stagnant for years. Similarly, the oil and gas related activity in west Texas around the Permian Basin and Cline areas also required a significantly higher level of investment to serve the increasing demand for electric service. The port areas of the state served by AEP Texas also have experienced continued growth and expansion, particularly relating to liquefied natural gas (LNG) facilities.

This expanding economy and population growth in its service territory, as well as the need to upgrade and maintain the existing transmission and distribution (T&D) infrastructure, has required AEP Texas to invest nearly six billion dollars in its T&D system since the close of the previous test year, June 30, 2006. The additional T&D investment, for which AEP Texas requests a prudence determination, supports not only the new and expanding oil and gas businesses, but also the expanding communities that create increased need for housing, schools, and commercial enterprises. This growth is a primary driver of new rates for AEP Texas. Other drivers, including the Company's request for AEP Texas-wide consolidated rates, are discussed below and in the direct testimony of AEP Texas President and Chief Operating Officer Judith Talavera.

At the time the Company's existing rates were set in Docket Nos. 33309 and 33310, AEP Texas consisted of two separate corporate entities, AEP Texas Central Company (TCC) and AEP Texas North Company (TNC). However, these companies were managed and operated as a single business under the brand name "AEP Texas." In Docket No. 46050, TCC and TNC sought and received the approval of the Commission to merge and change its name to AEP Texas Inc. (AEP

Texas).³ After the merger, as ordered by the Commission, AEP Texas established the Central and North “divisions” within the merged utility and continued to maintain separate rates, riders, and tariff manuals for the Central and North Divisions. The then-existing TCC and TNC base rates did not change and remained in force for customers taking service within the Company’s two divisions. In this case, as contemplated by the Commission in its order approving the merger, AEP Texas proposes to consolidate rates for AEP Texas’ Central and North Divisions.⁴

This rate case also will allow AEP Texas to realign its rates to be consistent with the changes that have taken place in the Company’s customer classes over the last 12 years. For instance, some customer classes have grown significantly while others have decreased in size, which has resulted in a mismatch of revenues collected from customer classes relative to the costs to serve those customers. Resetting rates will realign rates with the current existing customer base.

Additionally, as discussed by AEP Texas witness Jennifer Jackson, the Company proposes to: 1) terminate the Advanced Metering System Cost Recovery Factor Rider (AMSCRF); 2) reset the baseline for the Distribution Cost Recovery Factor Rider (DCRF); 3) determine the revenue requirement for the Transmission Cost Recovery Factor Rider (TCRF) and move all transmission cost recovery to the TCRF; 4) move energy efficiency costs from base rates to Rider Energy Efficiency Cost Recovery Factor (EECRF); and 5) modify or discontinue tariffs that are now outdated in light of current circumstances.

³ See *Application of AEP Texas Central Company, AEP Texas North Company, and AEP Utilities, Inc. for Approval of Merger*, Docket No. 46050, Final Order at Ordering Paragraph No. 1 (Dec. 12, 2016).

⁴ *Id.* at Ordering Paragraph No. 2 (“Applicants shall maintain separate TCC and TNC divisions, which will continue to charge separate rates and riders, and maintain separate tariffs, unless and until such time as the Commission may consider and approve consolidated rates and tariffs.”).

Finally, the timing of this filing fits with the Commission's Rate Review Schedule rule (16 TAC § 25.247), which requires AEP Texas to file a comprehensive rate case on or before May 1, 2019, subject to extensions that AEP Texas has not sought.

Ultimately, the resolution of the issues raised in this case will facilitate AEP Texas' continued deployment of innovative technology, while simultaneously maintaining, operating, and expanding a flexible grid that provides for the safe and reliable delivery of electricity.

II. AUTHORIZED REPRESENTATIVES

AEP Texas' authorized representative for service of all pleadings and other documents is:

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AEP Texas requests that all information and documents in this matter be served on each of the persons above.

III. APPLICANT AND JURISDICTION

AEP Texas is an electric utility, a public utility, and a utility as those terms are defined in PURA §§ 11.004(1) and 31.002(6). AEP Texas is a wholly-owned subsidiary of American Electric Power Company, Inc. (AEP), which is a holding company within the meaning of the Public Utility Holding Company Act of 2005. AEP Texas' business address is 539 North Carancahua Street, Corpus Christi, Texas 78401.

The Commission has jurisdiction over this application pursuant to PURA §§ 14.001, 32.001, and 36.001. Specifically, the Commission has jurisdiction to change AEP Texas' distribution rates within unincorporated areas of the Company's service area, within all municipalities served by the Company that have surrendered their original jurisdiction to the Commission, and upon appeal by the Company of actions taken by municipalities exercising original jurisdiction. Each municipality in AEP Texas' service area that has not ceded jurisdiction to the Commission has jurisdiction over this Petition to the extent it seeks to change rates for distribution service within those municipalities. AEP Texas anticipates that it will appeal the actions of its original jurisdiction municipalities, and that it will seek consolidation of those appeals with this docket. A list of the municipalities that have ceded original jurisdiction, and of those which have retained original jurisdiction, is provided as Appendix A. AEP Texas will file this Petition with the Commission, as well as with all of its original jurisdiction municipalities.

IV. TEST YEAR

This Petition is based on a test year ending December 31, 2018, adjusted for known and measurable changes.

V. INCREASE IN REVENUE REQUIREMENT

Related to its distribution cost of service, the Company requests a rate increase of approximately \$38.3 million over its adjusted test year revenues, an increase of 4.2%. This amount is net of the Company's proposed Income Tax Refund (ITR) Rider, discussed in detail in Section VII(B) below. Related to its transmission cost of service, the Company requests a rate decrease of \$3.16 million below its adjusted test year revenues, a decrease of 0.7%.

Revenues by rate class and number of customers are provided in the following table:

<u>AEP TEXAS INC. SUMMARY OF REVENUES BY RATE CLASS</u>								
Rate Class Description	AEP TX Number of Customers	AEP TX Present Revenues	AEP TX Proposed Revenues	Revenue Change w/out Rider ITR	% Change w/out Rider ITR	Rider ITR	Revenue Change w/ Rider ITR	% Change w/ Rider ITR
Residential Service	876,553	\$ 478,051,710	\$ 506,224,177	\$ 28,172,467	5.9%	\$ (11,382,278)	\$ 494,841,899	3.5%
Secondary Service Less Than or Equal to 10 kW	89,158	\$ 33,924,128	\$ 27,614,375	\$ (6,309,753)	-18.6%	\$ (700,749)	\$ 26,913,627	-20.7%
Secondary Service Greater Than 10 kW	73,070	\$ 273,524,671	\$ 295,954,662	\$ 22,429,991	8.2%	\$ (6,303,560)	\$ 289,651,102	5.9%
Primary Voltage Service	1,045	\$ 70,027,981	\$ 76,832,472	\$ 6,804,492	9.7%	\$ (1,364,554)	\$ 75,467,918	7.8%
Transmission Voltage Service	85	\$ 30,420,295	\$ 35,820,956	\$ 5,400,661	17.8%	\$ (174,806)	\$ 35,646,150	17.2%
Lighting Service	2,301	\$ 21,769,668	\$ 24,347,960	\$ 2,578,292	11.8%	\$ (815,653)	\$ 23,532,307	8.1%
Retail Electric Delivery Revenues	1,042,212	\$ 907,718,453	\$ 966,794,603	\$ 59,076,150	6.5%	\$ (20,741,600)	\$ 946,053,003	4.2%
Wholesale Transmission Revenue		\$ 423,372,870	\$ 420,213,369	\$ (3,159,501)	-0.7%			
<i>Note: AEP Texas is proposing a one-time transmission credit of \$29 million associated with the TCJA.</i>								
Total Cost of Service		\$1,331,091,323	\$1,387,007,972	\$55,916,649	4.2%			
Retail Electric Delivery Revenue Change				\$ 59,076,150				
ITR Rider Credit				\$ (20,741,600)				
Total Schedule I-A Reconciliation				\$38,334,550				

The proposed increase constitutes a "major change" as that term is defined in PURA §

36.101.

VI. AFFECTED PERSONS

AEP Texas' Petition affects all REPs serving end-use retail electric customers in the Company's certificated service territory. Each of these end-use retail electric customers may be affected by this Petition, depending upon the actions taken by the REPs that provide electricity to such customers.

This Petition also affects all customers taking service under the Company's wholesale transmission service tariff.

VII. FILING OVERVIEW

	WITNESS	DESCRIPTION OF TESTIMONY	RFP VOLUME/PAGE
1.	Judith E. Talavera	Ms. Talavera presents the AEP Texas rate case application and provides an overview of the filing. Specifically, she provides an overview of AEP Texas and the cost elements that encompass the base rate increase request.	
2.	Leigh Anne Strahler	Ms. Strahler introduces proposals for regulatory programs supported by various witnesses. Ms. Strahler also discusses AEP Texas affiliate expenses related to legal, regulatory, and environmental services and supports AEP Texas' rate case expenses.	
3.	Randall Hamlett	Mr. Hamlett presents AEP Texas' requested total company cost of service and associated RFP schedules. He describes various pro forma accounting adjustments.	
4.	Greg Wilson	Mr. Wilson discusses AEP Texas' approach to the use of a Catastrophe Reserve.	
5.	Jay Joyce	Mr. Joyce sponsors the results of the lead-lag study for measuring the cash working capital allowance required for AEP Texas' operations.	

	WITNESS	DESCRIPTION OF TESTIMONY	RFP VOLUME/PAGE
6.	Robert Hevert	Mr. Hevert presents his recommended return on equity.	
7.	Renee Hawkins	Ms. Hawkins supports the calculations of AEP Texas' cost of debt as well as AEP Texas' overall capital structure. She discusses AEP Texas' financial condition.	
8.	Steve Fetter	Mr. Fetter discusses AEP Texas' requested capital structure.	
9.	Thomas Coad	Mr. Coad discusses AEP Texas' performance with respect to various reliability and quality of service measures. He also supports the reasonableness and necessity of AEP Texas' overall and affiliate O&M costs for distribution services, as well as distribution capital additions.	
10.	Dan Boezio	Mr. Boezio discusses AEP's transmission organization and operations. He supports AEP Texas' overall and affiliate O&M costs for transmission services.	
11.	Wayman Smith	Mr. Smith supports AEP Texas' transmission capital additions.	
12.	Joel Murphy	Mr. Murphy discusses the AEP Texas and AEPSC customer services organizations and discusses AEP Texas' quality of customer service. He also supports the reasonableness and necessity of AEP Texas' overall and affiliate O&M costs for customer services.	

	WITNESS	DESCRIPTION OF TESTIMONY	RFP VOLUME/PAGE
13.	Gilbert Hughes	Mr. Hughes discusses AEP Texas' External Affairs and Corporate Communications organizations and the services they provide. He also discusses AEPSC's External Affairs and Corporate Communications organizations and demonstrates the reasonableness and necessity of the affiliate charges billed to AEP. He supports the advertising costs, contributions and membership dues requested in this case.	
14.	Jeff Stracener	Mr. Stracener discusses AEP Texas' AMS reconciliation and implementation of the approved AMS Deployment Plan.	
15.	Heather Whitney	Ms. Whitney discusses the accounting for the actual costs, investment, and revenues associated with the deployment of AMS during the reconciliation period.	
16.	Jason Cash	Mr. Cash discusses the depreciation study overview, the study methods and procedures, and the study results.	
17.	Michael Kelly	Mr. Kelly discusses AEP Texas' Federal Income Taxes included in its cost of service and describes the RFP's tax schedules. He also addresses the impact of the 2017 Tax Cuts and Jobs Act.	

	WITNESS	DESCRIPTION OF TESTIMONY	RFP VOLUME/PAGE
18.	Brian Frantz	Mr. Frantz discusses AEPSC and the corporate support services it provides. He describes AEPSC's internal controls, billing and cost allocation methods, and how they assure that AEP Texas is charged reasonable and necessary costs for affiliate services. He also provides supporting testimony regarding the reasonableness and necessity of the Chief Financial Officer, Chief Executive Officer, Internal Support, and AEPSC Incentives classes of AEPSC affiliate costs. He explains the particular allocation factors used to bill the various affiliate classes of cost to AEPSC, to support the conclusion that AEP Texas is charged affiliate costs by AEPSC that are no higher than those billed to other AEP affiliates.	
19.	Patrick Baryenbruch	Mr. Baryenbruch presents an assessment of the reasonableness and necessity of the services provided to AEP Texas by AEPSC, and the associated costs. This assessment includes review of the necessity and benefit of AEPSC services, the appropriateness of AEPSC allocation factors, and the reasonableness of AEPSC and AEP Texas costs.	
20.	Tracy Elich	Ms. Elich discusses the services of the AEPSC Human Resources Department. She supports the reasonableness and necessity of the Human Resource Department affiliate charges to AEP Texas.	
21.	Curt Cooper	Mr. Cooper describes and supports the reasonableness of the benefit plans for AEP Texas and AEPSC employees.	

	WITNESS	DESCRIPTION OF TESTIMONY	RFP VOLUME/PAGE
22.	Andrew Carlin	Mr. Carlin describes the reasonableness and market competitiveness of the AEP compensation plan and the salary and incentive compensation levels for AEP Texas and AEPSC, and supports a pro forma adjustment made by Mr. Hamlett for base pay increases effective in 2019.	
23.	Jon Burns	Mr. Burns describes the services provided by the AEP Supply Chain, Fleet and Procurement organizations. He supports the reasonableness and necessity of AEP Texas' costs for these services.	
24.	Randy Ware	Mr. Ware provides supporting testimony for AEP Texas affiliate expenses related to AEPSC Real Estate and Workplace Services. He supports the reasonableness and necessity of AEP Texas' affiliate costs for these services.	
25.	Greg Filipkowski	Mr. Filipkowski discusses the AEP Information Technology (IT) organization and the services provided. He supports the reasonableness and necessity of AEP Texas' IT affiliate costs. He also supports IT capital additions and the IT related portions of AEP Texas' AMS reconciliation.	
26.	David Standley	Mr. Standley discusses the AEP Telecom organization and the services provided. He supports the reasonableness of AEP Texas' Telecom affiliate costs. He also supports Telecom capital additions.	
27.	Stan Partlow	Mr. Partlow discusses the AEP Security organization and the services provided. He supports the reasonableness of AEP Texas' Security affiliate costs.	
28.	Nora Williams	Ms. Williams sponsors various schedules related to load and demand.	

	WITNESS	DESCRIPTION OF TESTIMONY	RFP VOLUME/PAGE
29.	Chad Burnett	Mr. Burnett presents the weather normalization processes used in forecasting, and supports several associated schedules.	
30.	John Aaron	Mr. Aaron presents and supports AEP Texas' class cost-of-service study. He also supports the pro forma adjustments made to the test year customer, revenue, and sales volume data.	
31.	Jennifer Jackson	Ms. Jackson presents AEP Texas' retail class rate design, including the Company's proposal to combine Central and North Division rates.	
32.	David Hawk	Mr. Hawk discusses the proposal to consolidate the current separate tariff manuals for AEP Texas' Central and North Divisions into a single tariff manual and also addresses proposed changes to company-specific discretionary service charges.	

A. Request for Consolidated Rates

AEP Texas proposes to consolidate its Central and North Divisions' rates and tariffs. As discussed above, AEP Texas and its two divisions have been operated as a single business for the benefit of customers for more than a decade. The reality is that the AEP Texas system is operated as a single system serving all its customers, rendering the allocation of cost on a divisional basis an outdated practice. Consequently, consolidating rates is a natural progression from the foundation laid by the Commission's approval of the AEP Texas merger, and will support more efficient administration and regulation of AEP Texas rates.

To facilitate the transition to consolidated rates for the Central and North Divisions, the Commission required as part of its order approving the AEP Texas merger that AEP Texas file a

proposal for setting AEP Texas-wide rates, along with an underlying study and supporting data, four months prior to filing a case proposing consolidated rates with the Commission. The Company filed the required study and supporting data on December 21, 2018.

With this filing, the Company submits a cost of service study that combines Central and North Division costs. The Company also presents a combined set of billing determinants for the purpose of establishing a single set of AEP Texas base rates, based on the adjusted test year data and other applicable facts and circumstances. With limited exceptions, discussed in the testimony of AEP Texas witnesses David Hawk and Jennifer Jackson, the Company's consolidated rates proposal includes consolidation of all transmission and distribution service rates for all rate classes.

If the Commission approves consolidated rates in this case, future filings such as interim Transmission Cost of Service (TCOS), TCRF, EECRF, and DCRF updates will be filed on an AEP Texas-wide basis. However, the Company has provided divisional cost information in its filing in the event that the Commission decides that a continuation of divisional rates is appropriate.

B. Tax Cuts & Jobs Act of 2017

In accordance with the Commission's Amended Order in Docket No. 47945,⁵ AEP Texas is proposing the Income Tax Refund (ITR) Rider that is related to the impacts of the Tax Cuts and Jobs Act of 2017 (TCJA). Through the ITR Rider, AEP Texas will refund: (1) the difference between the revenues collected under existing rates and the revenues that would have been collected had the existing rates been set using the recently approved federal income tax rates; (2) amounts associated with the change in the amortization of protected Excess Accumulated Deferred Federal Income Taxes (EADFIT) as a result of the TCJA; and (3) unprotected EADFIT associated

⁵ *Proceeding to Investigate and Address the Effects of Tax Cuts and Jobs Act of 2017 on the Rates of Texas Investor-Owned Utility Companies*, Amended Order (Feb. 15, 2018).

with the TCJA tax rate change. Additionally, AEP Texas is proposing a tax credit rider to refund amounts owed to wholesale transmission customers as a result of the TCJA. The total refund has been determined and is supported by AEP Texas witness Randall Hamlett.

C. Catastrophe Reserve

As approved in Docket No. 33309, the AEP Texas Central Division has a Commission-approved catastrophe reserve that allows it to collect \$1.3 million for per year, with a target reserve of \$13 million. In this case, AEP Texas requests that the Commission approve an expansion of the current catastrophe reserve to include the AEP Texas North Division in addition to the Central Division territory, for a total reserve of \$13.3 million, and allow an annual accrual of \$4,270,000.

D. Advanced Metering System (AMS)

In Docket No. 36928, the Commission approved the Company's AMS Deployment Plan. In February 2014, the Company successfully completed the AMS deployment, less than two months after the original estimate of December 31, 2013. In April 2012, the Company filed its initial reconciliation of AMS deployments costs in Docket No. 40261, which addressed the costs expended and investments made in the Company's AMS deployment through December 31, 2011. In this case, the Company is seeking to reconcile its AMS deployment costs for the period from January 1, 2012 to December 31, 2018 (Reconciliation Period). Accounting for the actual costs, investment, and revenues associated with the Company's AMS deployment through the Reconciliation Period has resulted in AMSCRF surcharge under-recoveries of \$30,157,739 (net of \$6,063,403 of cumulative interest expense) and \$12,923,589 (including \$283,307 of cumulative interest benefit) as of December 31, 2018 for the AEP Texas Central and North Divisions, respectively.

In this case, AEP Texas is requesting to: (1) reconcile AMS costs with AMSCRF surcharge revenues under 16 TAC § 25.130; and (2) implement new base rates reflecting its ongoing costs

to provide AMS. Specifically, at the conclusion of this proceeding, with the implementation of new base rates, AEP Texas proposes to eliminate the AMSCRF surcharge and roll AMS capital expenditures and AMS operations and maintenance costs into base rates. AEP Texas will file a final AMS reconciliation to cover the time period from January 2019 through the effective date of new base rates approved in this proceeding.

E. Vegetation Management

The Company is requesting funds in addition to those incurred during the test year to expand its vegetation management program. A robust vegetation management program is critical to maintaining the reliability of the Company's distribution system and serving our customers. AEP Texas is proposing a total annual vegetation management spend of \$16.2 million. This is an increase of \$5 million over the \$11.2 million in vegetation management expenses in the Test Year. In addition to providing improved reliability on targeted circuits, the increased level of vegetation management spend will provide for a level of tree trimming necessary to facilitate the replacement of aging infrastructure as a part of the AEP Texas grid modernization plan. This request is further discussed by AEP Texas witnesses Talavera and Coad.

F. Rate Case Expenses

AEP Texas has provided an estimate of the rate case expenses it expects to incur in this docket. However, the Company requests that the determination of the reasonableness of these expenses be severed to a separate docket, so that they may be examined after the majority of the expenses have actually been incurred.

In addition, AEP Texas is seeking a reasonableness finding in this proceeding for rate case expenses incurred by the Company and the municipalities participating in the following prior dockets:

- Docket No. 28840, *Application of AEP Texas Central Company for Authority to Change Rates*;
- Docket No. 33309, *Application of AEP Texas Central Company for Authority to Change Rates*;
- Docket No. 33310, *Application of AEP Texas North Company for Authority to Change Rates*;
- Docket No. 34301, *Proceeding to Consider Rate Case Expenses Severed from Docket No. 33310 (Application of AEP Texas North Company for Authority to Change Rates) and Docket No. 33309 (Application of AEP Texas Central Company for Authority to Change Rates)*;
- Docket No. 40261, *Application of AEP Texas Central Company and AEP Texas North Company for Approval of Advanced Metering System Reconciliation Pursuant to PUC Subst. R. §25.130(k)(6)*;
- Docket No. 47015, *Application of AEP Texas, Inc. to Amend Its Distribution Cost Recovery Factors*;
- Docket No. 48222, *Application of AEP Texas Inc. to Amend Its Distribution Cost Recovery Factors*; and
- Docket No. 48577, *Application of AEP Texas Inc. for Determination of System Restoration Costs*.

The rate case expenses associated with these dockets total \$1,000,027 through February 2019. However, AEP Texas proposes to offset the rate case expenses collected with the \$302,051 over-collection that resulted from the rate case expense surcharge in Docket No. 34301. Therefore, AEP Texas will seek actual recovery of \$697,976.

AEP Texas proposes the review of the reasonableness of rate case expenses incurred in connection with these prior proceedings in this docket; however, AEP Texas is not requesting approval of the mechanism for their recovery in this docket. To recover these prior expenses, AEP Texas proposes to seek recovery through the mechanism requested in the severed docket that is opened to address the recovery of rate case expenses associated with this case.

VIII. IMPACT OF PROPOSED RATE CHANGE ON VARIOUS CLASSES

A. Retail Base Rates

The impact of AEP Texas' proposed combined rates for Retail Delivery Service differs for customers in the current Central and North Divisions, as shown by customer class in following table:

		Current Charges (March 2018)		Proposed Charges by Division		Proposed Consolidated	Current Charges vs Proposed Charges Consolidated	
	Billing Unit	Central Division	North Division	Central Division	North Division		Central Division	North Division
RESIDENTIAL								
Customer Charge	per account	\$ 3.19	\$ 2.94	\$ 1.60	\$ 1.26	\$ 1.54	\$ (1.65)	\$ (1.40)
Metering Charge	per meter	\$ 3.55	\$ 5.24	\$ 4.14	\$ 5.52	\$ 4.40	\$ 0.85	\$ (0.84)
Transmission System Charge	per kWh	\$ 0.011515	\$ 0.012992	\$ 0.012615	\$ 0.014777	\$ 0.012940	\$ 0.00143	\$ (0.00005)
Distribution System Charge	per kWh	\$ 0.016073	\$ 0.022861	\$ 0.022586	\$ 0.025532	\$ 0.023110	\$ 0.00704	\$ 0.000249
SECONDARY SERVICE <= 10kW								
Customer Charge	per account	\$ 3.20	\$ 4.25	\$ 1.60	\$ 1.28	\$ 1.54	\$ (1.66)	\$ (2.71)
Metering Charge	per meter	\$ 3.68	\$ 7.50	\$ 5.56	\$ 7.22	\$ 5.88	\$ 2.20	\$ (1.62)
Transmission System Charge	per kWh	\$ 0.006599	\$ 0.008435	\$ 0.007179	\$ 0.009080	\$ 0.007601	\$ 0.001002	\$ (0.000834)
Distribution System Charge	per kWh	\$ 0.021285	\$ 0.042533	\$ 0.022101	\$ 0.032562	\$ 0.024218	\$ 0.002933	\$ (0.018315)
SECONDARY SERVICE > THAN 10kW - NCP								
Customer Charge	per account	\$ 3.26	\$ 4.25	\$ 1.61	\$ 1.29	\$ 1.54	\$ (1.72)	\$ (2.71)
Metering Charge	per meter	\$ 15.81	\$ 18.68	\$ 15.27	\$ 21.07	\$ 16.38	\$ 0.57	\$ (2.30)
Transmission System Charge	per NCP kW	\$ 3.305590	\$.209856	\$ 3.113000	\$ 3.051000	\$ 3.10	\$ (0.204)	\$ (0.108)
Distribution System Charge	per Billed kW	\$ 3.773440	\$ 3.889589	\$ 5.270000	\$ 5.470000	\$ 5.330	\$ 1.557	\$ 1.440
SECONDARY SERVICE > THAN 10kW - 4CP								
Customer Charge	per account	\$ 26.52	\$ 26.00	\$ 1.61	\$ 1.29	\$ 1.54	\$ (24.98)	\$ (24.46)
Metering Charge	per meter	\$ 15.81	\$ 35.00	\$ 15.27	\$ 21.07	\$ 16.38	\$ 0.57	\$ (18.62)
Transmission System Charge	per 4CP	\$ 5.657	\$ 4.985	\$ 4.389	\$ 4.921	\$ 4.568	\$ (1.089)	\$ (0.417)
Distribution System Charge	per Billed kW	\$ 3.773	\$ 3.890	\$ 5.270	\$ 5.470	\$ 5.330	\$ 1.557	\$ 1.440
PRIMARY SERVICE BILLS - NCP								
Customer Charge	per account	\$ 3.80	\$ 4.25	\$ 1.82	\$ 1.49	\$ 1.61	\$ (2.19)	\$ (2.64)
Metering Charge	per meter	\$ 154.62	\$ 151.75	\$ 167.12	\$ 176.54	\$ 162.81	\$ 8.19	\$ 11.06

Transmission System Charge	per NCP	\$ 5.202	\$ 1.782	\$ 3.411	\$ 2.658	\$ 3.128	\$ (2.074)	\$ 1.346
Distribution System Charge	per Billed kW	\$ 3.310	\$ 2.185	\$ 3.710	\$ 3.960	\$ 3.696	\$ 0.386	\$ 1.511
PRIMARY SERVICE BILLS - 4CP								
Customer Charge	per account	\$ 28.41	\$ 26.00	\$ 1.82	\$ 1.49	\$ 1.61	\$ (26.80)	\$ (24.39)
Metering Charge	per meter	\$ 154.62	\$ 168.65	\$ 167.12	\$ 176.54	\$ 162.81	\$ 8.19	\$ (5.84)
Transmission System Charge	per 4CP	\$ 5.789	\$ 3.913	\$ 4.583	\$ 4.849	\$ 4.716	\$ (1.073)	\$ 0.803
Distribution System Charge	per Billed kW	\$ 3.310	\$ 2.185	\$ 3.710	\$ 3.960	\$ 3.696	\$ 0.386	\$ 1.511
TRANSMISSION SERVICE								
Customer Charge	per account	\$ 38.84	\$ 24.80	\$ 2.75	\$ 1.55	\$ 1.74	\$ (37.10)	\$ (23.06)
Metering Charge	per meter	\$ 1,869.15	\$ 850.00	\$ 1,157.44	\$ 561.95	\$ 999.51	\$ (869.64)	\$ 149.51
Transmission System Charge	per 4CP	\$ 4.159	\$ 2.281	\$ 4.668	\$ 5.080	\$ 4.657	\$ 0.498	\$ 2.376
Distribution System Charge	per Billed kW	\$ 0.206	\$ 0.043	\$ 0.283	\$ 0.003	\$ 0.249	\$ 0.043	\$ 0.206

The most significant driver of these rate changes is not the proposed consolidation of divisional rates, but instead the change in class revenue requirements. As explained by AEP Texas witness Jennifer Jackson, class allocation factors and billing determinants have changed substantially since AEP Texas' last rate case in 2006, leading to changes in class revenue requirements.

If approved and implemented through the Company's proposed consolidated rates for Retail Delivery Service, the impact on a residential customer in the Company's Central Division using 1,000 kilowatt-hours (kWh) per month would be an increase of approximately \$4.75 or 9.8% per month. A customer with a retail plan that charges 12.5 cents per kWh would see their rate go to 12.97 cents per kWh, or a 3.8% increase in their total bill. The impact on a residential customer in the Company's North Division using 1,000 kWh per month would be a decrease of approximately \$5.01 or -10.6 % per month. A customer with a retail plan that charges 12.5 cents per kWh would see their rate decrease to 12.0 cents per kWh, or a 4.0% decrease in their total bill. These impacts include the impact of the proposed ITR Rider.

B. Wholesale Transmission Service Rates

This application seeks a reduction to AEP Texas' transmission cost of service of approximately \$3.16 million and a combined rate for the two divisions. The result of AEP Texas' proposal is to change the wholesale transmission service rate from \$4.036612/kW for the Central Division and \$2.066591/kW for the North Division⁶ to \$6.058035/kW for AEP Texas combined. As addressed above, AEP Texas is also proposing a one-time credit of \$29 million associated with the effects of the TCJA.

IX. EFFECTIVE DATE

The proposed effective date of the requested rate change is June 5, 2019, which is 35 days after the filing of this Petition as allowed under PURA § 36.102 and 16 TAC § 22.243(a).

X. REQUEST FOR APPROVAL TO CONTINUE COMPETITIVE ENERGY SERVICE OFFERING

Pursuant to 16 TAC § 25.343(d), AEP Texas requests Commission approval to continue its offering of facilities rental services, as described in tariff schedules 6.1.2.3.6, 6.1.3.3.6 and 6.1.4.3.6, for a period of three years commencing January 1, 2020. Facilities rental service to retail customers is considered a Competitive Energy Service (CES) under 16 TAC § 25.341(3). 16 TAC § 25.342(d)(1) further states that electric utilities may not offer CES, but allows a utility to petition under 16 TAC § 25.243(d) for authority to continue to provide such services. The Commission most recently approved AEP Texas' request to provide facilities rental services, to existing customers only, in Docket No. 46824, for a period of three years, which expires January 1, 2020. The Commission's order in Docket No. 46824 further requires that AEP Texas provide, in the earlier of its next base rate or CES renewal filing: (1) a comprehensive study that addresses the

⁶ *Application of AEP Texas Inc. for Interim Update of Wholesale Transmission Rates*, Docket No. 49192, Notice of Approval (Apr. 24, 2019).

costs and rate impact of adding additional metering points to each installation where company-owned facilities are on the customer side of the meter, and (2) a proposed cost-based tariff for transformation services.

In order to present all matters pertinent to the continuation of the facilities rental service, AEP Texas is providing as part of this case the information ordered in Docket No. 46824, and is also making its request at this time for a further three-year continuation of its ability to offer facilities rental service to existing retail customers. Renewal is appropriate as the service is valuable and needed by existing customers, there is currently no adequate alternative to AEP Texas' provision of the service, and the limited extension of the service proposed by the Company will not create or perpetuate a market barrier for new providers of the CES. AEP Texas requests that the Commission enter an order granting approval to continue the facilities rental service for an additional three-year period before January 1, 2020.

XI. PROPOSED REVISIONS OF TARIFFS AND SCHEDULES

AEP Texas is proposing revisions to most tariffs and schedules. A copy of the proposed revised tariffs is included as Exhibit JLJ-4 to the Direct Testimony of AEP Texas witness Jennifer Jackson.

AEP Texas' consolidated rate request discussed above results in textual changes throughout the proposed Consolidated Tariff for Retail Delivery Service, as well as updates to and consolidation of the discretionary services terms and fees based on updated AEP Texas-specific costs.

In addition, the Company's consolidated rate design proposal also includes support for existing AEP Texas Service Riders, as well as the Company's plan to:

- terminate the AMSCRF,
- reset the baseline for the DCRF,

- collect all transmission expenses through the TCRF,
- explain the removal of energy efficiency costs from base rates to recovery through the EECRF pursuant to 16 TAC § 25.182(d)(4)-(5), and
- continue Central Division-specific riders including the Transition Cost riders (TC2 and TC3) and the Nuclear Decommissioning Rider (NDC).

XII. REQUESTED PROTECTIVE ORDER

AEP Texas requests that the Presiding Officer assigned to this case issue a protective order in the form provided as Appendix B to this Petition and Section VII to the RFP to govern review and use of confidential, proprietary, and market-sensitive information. The proposed protective order provided as Appendix B is identical to that approved in Docket No. 46449.

AEP Texas requests that the Presiding Officer consider this request for issuance of a protective order on an expedited basis. Pending approval of the protective order, AEP Texas will offer access to confidential and highly sensitive information to eligible requesting parties who execute the protective order certification provided in Section VII. The confidential and highly sensitive information will also be made available at the Austin offices of AEP to those eligible parties who execute the protective order certification, which is included as Attachment A to the proposed protective order. Also attached to the proposed protective order is AEP Texas' initial Statement Under Section 4 of the Protective Order and List of Confidential/Highly Sensitive Information, which provides a list of documents accompanying the RFP that AEP Texas considers confidential or highly sensitive information entitled to protection under the proposed protective order.

XIII. NOTICE

On March 25, 2019, pursuant to PURA § 33.024, AEP Texas provided notice of its intent to file a Statement of Intent to all municipalities with original jurisdiction over the Company's rates and services.

In accordance with 16 TAC § 22.51(a)(1), AEP Texas will publish notice of this application once a week for four consecutive weeks prior to the effective date of the proposed rate change, in newspapers that have general circulation in each county containing territory in AEP Texas' service area that will be affected by the proposed rate change. A copy of the notice is included as Appendix C to this Petition.

In accordance with 16 TAC § 22.51(a)(2), AEP Texas will mail notice of its intent to change rates to all of its affected customers in substantially the same form as that included in Appendix C. Because AEP Texas does not have any end-use customers, this notice will be directed to each REP registered to provide service in Texas, and all entities listed in the Commission's transmission matrix in Docket No. 48929, *Commission Staff's Petition to Set 2019 Wholesale Transmission Service Charges For the Electric Reliability Council of Texas*.

AEP Texas will deliver a copy of this Petition to the appropriate officer of each affected municipality in its service territory in compliance with 16 TAC § 22.51(a)(3).

Finally, AEP Texas will provide notice of this filing, in substantially the same form as that included in Appendix C, to each party in AEP Texas' last rate cases, Docket Nos. 33309 and 33310.

XIV. PRAYER FOR RELIEF

AEP Texas requests that the Commission approve the rates requested in this Petition and grant AEP Texas such other relief to which it has shown itself entitled.

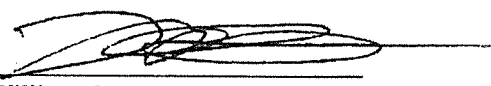
Respectfully submitted,

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CORPORATION**

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DUGGINS WREN MANN & ROMERO, LLP

By: 

William Coe

ATTORNEYS FOR AEP TEXAS INC.

PUC DOCKET NO. _____

APPLICATION OF AEP TEXAS INC.
FOR AUTHORITY TO CHANGE
RATES

§
§
§

BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS

MUNICIPALITIES IN AEP TEXAS' SERVICE TERRITORY

A. AEP Texas Central Division

Abram-Perezville	Crystal City	Hillje
Adams Garden	Dacosta	Indian Lake
Agua Dulce	Del Rio	Inez
Alamo	Derby	Ingleside
Alice	Devine	Ingleside on the Bay
Alleyton	Dilley **	Jourdanton **
Alton	Donna	Karnes City
Aransas Pass	Driscoll	Kenedy
Asherton	Eagle Lake	Kingsville
Austwell **	Eagle Pass	Knippa
Banquete	Edcouch	La Blanca
Barksdale	Edinburg	La Casita-Garciasville
Bay City	Edna	La Feria
Bayside	Edroy	La Grulla **
Bayview	El Campo	La Joya
Beeville	El Cenizo **	La Pryor
Belmont	El Indio	La Villa
Benavides	El Maton	Laguna Heights
Berclair	Elsa	Laguna Vista
Big Wells	Encinal **	Lake City **
Bishop	Encino	Lakeside **
Blessing	Escobares	Lamar
Blewett	Falfurrias **	Laredo
Bloomington	Freer	Laureles
Bluetown	Fronton	Leakey
Brackettville	Fulton	Leesville
Brownsville *	Ganado	Leming
Bruni	Garwood	Long Mott
Camp Wood	George West	Los Ebanos
Carrizo Springs	Gillett	Los Fresnos
Catarina	Glidden	Los Indios
Chapman Ranch	Goliad	Louise
Charlotte	Granjeno	Lozano
Christine **	Gregory	Luling *
Columbus	Guadalupe	Lyford
Combes	Hargill	Lytle

Comstock	Harlingen	Madero
Concepcion	Havana	Markham
Corpus Christi	Hebbronville	Matagorda
Cotulla **	Hidalgo	Mathis
Matthews	Port Aransas	San Perlita **
McAllen	Port Isabel	San Ygnacio
Mercedes	Port Lavaca	Sandia
Midfield	Port Mansfield	Santa Maria
Millett	Portland	Santa Monica
Mirando City	Poteet	Santa Rosa
Mission	Premont **	Seadrift **
Monte Alto	Primera	Sebastian
Moore	Progreso	Seco Mines
Nada	Progreso Lakes	Sejita
Natalia **	Quemado	Seven Sisters
Nixon	Rabb	Sinton
Nordheim	Ramireno	Skidmore
Normandy	Ramirez	Smiley
Normanna	Rancho Viejo	South Padre Island
Oakville	Raymondville	Spofford **
Odem	Realitos	Sullivan City
Oilton	Refugio	Taft
Olmito	Ricardo	Three Rivers
Orange Grove	Rio Bravo **	Tivoli
Palacios	Rio Grande City	Tuleta
Palm Valley	Rio Hondo	Tulsita
Palmhurst **	Rios	Tynan
Palmview	Rivera	Uvalde
Pawnee	Rockport	Victoria
Pearsall	Rocksprings	Violet
Penitas	Roma-Los Saenz	Wadsworth
Pernitas Point **	Runge	Weesatche
Petronila	Sabinal	Weslaco
Pettus	San Benito	Westhoff
Pharr	San Carlos	Winter Haven
Placedo	San Diego	Woodsboro
Pleasanton	San Juan	Yorktown
Point Comfort **	San Patricio **	Zapata

All communities are in the State of Texas

* AEP Texas - Central Division serves only a portion of each of these cities.

** Original jurisdiction ceded to the Public Utility Commission of Texas by the city.

B. AEP Texas North Division

Abilene	Flomot *	Menard *	Sagerton *
Acme *	Fort Chadbourne *	Mereta *	San Angelo
Afton *	Fort Davis *	Merkel *	Santa Anna *
Albany *	Gasoline *	Mertzon *	Saragosa *
Alpine *	Girard *	Miles *	Scranton *
Anson *	Girvin *	Moran *	Sedwick *
Aspermont *	Glenn *	Munday	Shafter *
Avoca *	Goodlett *	Nimrod *	Sheffield *
Baird *	Goree *	Noodle *	Sherwood *
Bakersfield *	Grayback *	Norton *	Sonora
Ballinger *	Hamlin *	O'Brien *	Spur *
Balmorhea *	Harrold *	Odell *	Stamford
Barnhart *	Haskell *	Oklaunion *	Sterling City *
Benjamin	Hatchell *	Old Glory *	Swenson *
Best *	Hawley	Ovalo *	Sylvester *
Big Lake	Hefner *	Ozona *	Talpa *
Blackwell *	Impact *	Paducah	Tankersley *
Bradshaw *	Imperial *	Paint Rock *	Thalia *
Bronte *	Iraan *	Peacock *	Throckmorton *
Buffalo Gap *	Jayton *	Pioneer *	Toyahvale *
Burkett *	Junction *	Potosi *	Trent *
Caps *	Kirkland *	Presidio *	Truscott *
Carlsbad *	Knickerbocker *	Putnam	Turkey *
Childress	Knox City	Quanah	Tuscola *
Chillicothe *	Lawn *	Quitaque *	Tye *
Christoval *	Lockett *	Rankin *	Valentine *
Cisco	Longworth *	Rayland *	Valera *
Clyde *	Lueders *	Redford *	Veribest *
Cross Cut *	Marathon *	Rising Star *	Vernon
Cross Plains *	Marfa *	Roaring Springs *	View *
Crowell *	Margaret *	Robert Lee *	Wall *
Dickens *	Matador *	Roby *	Water Valley *
Eden	May *	Rochelle *	Weinert *
Eldorado *	McAdoo *	Rochester	Whiteland *
Elliot *	McCamey *	Rotan *	Wilmeth *
Elton *	McCaulley *	Rowena *	Wingate *
Eola *	Medicine Mound *	Royston *	Winters
Eula *	Melvin *	Rule *	Woodson *
Farmers Valley *			

* Original jurisdiction ceded to the Public Utility Commission of Texas by the city.

ACTION REQUIRED BY JUNE 5, 2019

Action is required by your City as a regulatory authority which has retained original jurisdiction to review and act on AEP Texas' requested change in base rates. Your City's exercise of its regulatory authority is governed by the Public Utility Regulatory Act, commonly referred to as "PURA." PURA requires that a municipal regulatory authority must take action on AEP Texas' rate request within 35 days after the case is filed. If your City has ceded original jurisdiction, then no action is required. If your City has retained original jurisdiction then you can take one of four basic actions by June 5, 2019:

- 1) deny AEP Texas' request;
- 2) grant AEP Texas' request in whole or part;
- 3) "suspend" AEP Texas' requested change in rates for an additional 90 days (a total of 125 days) before taking final action; or
- 4) cede original jurisdiction to the Public Utility Commission of Texas (PUC).

Once your City acts, PURA authorizes AEP Texas to appeal that action to the PUC, which has the authority to make the final decision on the rate change request. AEP Texas is filing the same rate change request with all other cities in its Texas service area that have the same regulatory authority as your City. Similar actions by these other cities would also be appealed by AEP Texas, and ultimately the Commission would exercise its statutory authority to set uniform system wide rates throughout AEP Texas' service area.

If you would like more information on permanently ceding original jurisdiction to the Commission, please contact your External Affairs Manager.

IF NO ACTION IS TAKEN BY YOUR CITY BY JUNE 5, 2019, THE PROPOSED RATE CHANGE REQUESTED BY AEP TEXAS AUTOMATICALLY TAKES EFFECT WITHIN YOUR CITY LIMITS.

In order to avoid this result, and to provide the simplest means of processing the Company's request, **AEP Texas recommends that your City Council take action by June 5, 2019.** If you deny the request, AEP Texas will then appeal the matter to the PUC, together with all the other appeals of municipal actions within AEP Texas' service area, and the cases will be consolidated at the PUC. Draft ordinances are provided with this attachment for your consideration and convenience.

Once your City Council has taken one of the above actions please mail a copy of the approved ordinance in the enclosed postage paid envelope to:

Jennifer J. Frederick
AEP Texas Regulatory Case Manager
400 West 15th St., Suite 1520
Austin, Texas 78701
(512) 481-4573

If you have questions on this request or the draft ordinance, please do not hesitate to contact your AEP Texas External Affairs Manager. Thank you for your attention to this matter.

AN ORDINANCE / RESOLUTION OF THE CITY OF _____, TEXAS
FINDING, AFTER REASONABLE NOTICE AND HEARING, THAT AEP TEXAS
INC's EXISTING ELECTRIC RATES AND CHARGES WITHIN THE CITY
SHOULD REMAIN IN EFFECT

WHEREAS, pursuant to §33.001 of the Public Utility Regulatory Act, the City of _____ has exclusive, original jurisdiction over the electric rates, operations, and services provided within city limits by AEP Texas Inc. (AEP Texas or the Company).

WHEREAS, on May 1, 2019, AEP Texas filed with the City of _____ a Petition and Statement of Intent seeking an overall net increase of 4.2% related to its distribution revenues and a decrease of 0.7% related to its transmission revenues.

WHEREAS, the Company proposed an effective date of June 5, 2019.

NOW, THEREFORE, BE IT ORDAINED/RESOLVED BY THE CITY COUNCIL OF
THE CITY OF _____, TEXAS:

SECTION 1. It is hereby found and determined that said meeting at which this Ordinance/Resolution was passed was open to the public, as required by Texas law, and that advance public notice of the time, place, and purpose of said meeting was given.

SECTION 2. AEP Texas' request for approval of its base rates increase is denied. The existing rates and charges of AEP Texas are hereby found to be just and reasonable rates and the City adopts such existing rates to continue to be observed and to be in force within the City hereafter.

SECTION 3. The base rates set forth in this Ordinance / Resolution may be changed and amended by either the City or the Company only as provided by law.

SECTION 4. This Ordinance / Resolution shall be served on AEP Texas by U.S. Mail to the Company's authorized representative, Jennifer J. Frederick, 400 West 15th Street, Suite 1520, Austin, Texas 78701.

SECTION 5. Nothing contained in this Ordinance shall be construed now or hereafter in limiting or modifying, in any manner, the right and power of the City under law to regulate the base rates and charges of AEP Texas.

CONSIDERED, PASSED, APPROVED AND SIGNED this the ____ day of _____, 2019, at a regular called meeting of the City Council of the city of _____, Texas, at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

SIGNED this ____ day of _____, 2019.

CITY OF _____

By: _____

_____, Mayor

Attest:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

PUBLIC UTILITY COMMISSION OF TEXAS

APPLICATION OF

AEP TEXAS INC.

FOR AUTHORITY TO CHANGE RATES

DIRECT TESTIMONY OF

JUDITH E. TALAVERA

FOR

AEP TEXAS INC.

MAY 2019

TESTIMONY INDEX

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EXHIBITS

<u>EXHIBITS</u>	<u>DESCRIPTION</u>
EXHIBIT JET-1	AEP Texas Witnesses - 2019 Texas Base Rate Case

1 I. INTRODUCTION

2 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

3 A. My name is Judith E. Talavera. My business address is 539 N. Carancahua, Corpus
4 Christi, Texas 78401.

5 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

6 A. I am President and Chief Operating Officer of AEP Texas Inc. (AEP Texas or the
7 Company). AEP Texas is a transmission & distribution (T&D) utility and a wholly
8 owned subsidiary of American Electric Power Company, Inc. (AEP). AEP Texas
9 operates exclusively within the borders of the Electric Reliability Council of Texas
10 (ERCOT).

11 Q. WHAT ARE YOUR RESPONSIBILITIES AS PRESIDENT AND CHIEF
12 OPERATING OFFICER OF AEP TEXAS?

13 A. I oversee the distribution operations of AEP Texas which, through its North and Central
14 Divisions,¹ serves more than a million meters in south and west Texas. I also oversee
15 the Company's safety, customer services, communications, community affairs,
16 governmental affairs, and regulatory functions. In addition, although the AEP Texas
17 Transmission Organization is managed on an AEP enterprise-wide functional basis, I
18 oversee financial matters concerning that organization's support of AEP Texas.

19 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND JOB
20 EXPERIENCE.

¹ AEP Texas' North and Central Divisions were formerly two separate AEP utility operating companies known as AEP Texas North Company (TNC) and AEP Texas Central Company (TCC), respectively. The Commission approved the merger of the two companies by its December 12, 2016 Order in Commission Docket No. 46050. The merger was effective December 31, 2016.

1 A. I received a Bachelor of Journalism from the University of Texas at Austin in 1996.
2 Before joining AEP, I spent nearly eight years in the public policy arena working for a
3 state senator from the Houston area. In 2000, AEP hired me as a Manager of
4 Government Affairs in their Texas State Office. In 2008, I became Director of
5 Regulatory Services for AEP Texas.² In June 2016, I was promoted to my current
6 position as President and Chief Operating Officer of AEP Texas.

7 Q. WHO ARE YOU TESTIFYING ON BEHALF OF IN THIS PROCEEDING?

8 A. I am testifying on behalf of AEP Texas Inc.

9 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PUBLIC UTILITY
10 COMMISSION OF TEXAS (COMMISSION)?

11 A. Yes, I testified before the Commission in Docket No. 46050, *Application of AEP Texas*
12 *Central Company, AEP Texas North Company, and AEP Utilities, Inc. for Approval of*
13 *Merger*, Docket No. 46368, *Application of AEP Texas North Company for Regulatory*
14 *Approvals Related to the Installation of Utility-Scale Battery Facilities*, and Docket
15 No. 48577, *Application of AEP Texas Inc. for Determination of System Restoration*
16 *Costs*.

17

18 II. PURPOSE OF TESTIMONY AND FILING

19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

20 A. My direct testimony supports the Company's request for authority to change rates by
21 providing an overview of the relief requested, introducing the other witnesses and

² At that point, "AEP Texas" was the brand name for the jointly managed operations of TCC and TNC, prior to the Commission's approval of their merger.

1 providing a brief description of the subject matters in their testimony and introducing
2 and discussing some of the more significant policy issues raised in the filing. My
3 discussion highlights some of the important changes in the Company's operations and
4 services since its existing rates were set approximately twelve years ago.

5 Q. WHY IS AEP TEXAS FILING THIS CASE AT THIS TIME?

6 A. There are several reasons AEP Texas is filing this case. The State of Texas is fortunate
7 to have a dynamic and diverse economy and much of the economic growth has been
8 taking place throughout the AEP Texas service territory. New and existing businesses
9 find an attractive environment for growth and investment, which has required AEP
10 Texas to make significant investments in its transmission and distribution (T&D)
11 system to support the expanding economy and the electric service needs of an
12 increasing population. Providing safe and reliable electricity is AEP Texas' mission
13 and the continued growth in Texas, as well as the need to upgrade and maintain the
14 existing T&D infrastructure, has resulted in AEP Texas' investment of nearly \$6 billion
15 in its T&D system since the last rate case. As explained by AEP Texas witness Thomas
16 Coad, distribution investment is attributable largely to growth in the AEP Texas service
17 area, driven particularly by the boom in the oil and gas industry associated with shale-
18 related exploration and production. As explained by AEP Texas witness Wayman
19 Smith, transmission improvements range from upgrading existing circuits to
20 installation of new substations and the associated transmission lines needed to maintain
21 reliable service. Further, AEP's distribution and transmission systems continue to age,
22 which necessitates additional maintenance and targeted replacement of equipment. I
23 will address this investment in more detail later in my testimony.

1 Second, filing a comprehensive rate case will allow AEP Texas to realign its
2 rates to be consistent with the changes that have taken place in the Company's customer
3 classes over the last 12 years. For instance, some customer classes have grown
4 significantly while others have decreased in size, which has resulted in a mismatch of
5 revenues collected from customer classes relative to the costs to serve those customers.
6 Resetting rates will realign rates with the current existing customer base.

7 Third, as I discuss below, the Company is proposing AEP Texas-wide rates for
8 AEP Texas, as contemplated in Docket No. 46050, where the Commission approved
9 the merger of AEP Texas North Company and AEP Texas Central Company into AEP
10 Texas. Additionally, as discussed by AEP Texas witness Jennifer Jackson, the
11 Company needs to 1) terminate the Advanced Metering System Cost Recovery Factor
12 Rider (AMSCRF), 2) reset the baseline for the Distribution Cost Recovery Factor Rider
13 (DCRF), 3) determine the revenue requirement for the Transmission Cost Recovery
14 Factor Rider (TCRF), and 4) move energy efficiency costs from base rates to Rider
15 Energy Efficiency Cost Recovery Factor (EECRF). Also, this rate filing will provide
16 the opportunity to modify or discontinue tariffs that are now outdated in light of current
17 circumstances.

18 Finally, the timing of this filing fits with the Commission's Rate Review
19 Schedule rule (16 Tex. Admin. Code (TAC) § 25.247), which requires AEP Texas to
20 file a comprehensive rate case on or before May 1, 2019, subject to extensions that AEP
21 Texas does not seek to invoke.

III. AEP TEXAS OVERVIEW

2 Q. PLEASE DESCRIBE AEP TEXAS.

A. AEP Texas is connected to and serves more than one million electric consumers in the restructured Texas marketplace. It is headquartered in Corpus Christi, with regulatory and external affairs offices in Austin. Major cities served include Abilene, Corpus Christi, Harlingen, Laredo, McAllen, San Angelo, Vernon, and Victoria. As an energy delivery (wires) company, AEP Texas delivers electricity safely and reliably to homes, businesses, and industries across its nearly 100,000 square mile service territory in south and west Texas. AEP Texas also maintains and repairs its lines, reads electric meters, and handles connections and disconnections as directed by the Retail Electric Providers (REPs) selling electricity to end-use customers.

12 Q. WILL YOU PLEASE DESCRIBE AEP TEXAS' SUPPORT FOR ITS
13 COMMUNITIES?

A. AEP Texas employees are connected to their local Texas communities and actively involved in many civic organizations, helping to make their communities better places to live, work and play. In addition, AEP Texas makes significant contributions annually to teach electrical safety, improve education and health, and support community and economic vitality in the areas we serve. The Company is a financial supporter of non-profit organizations whose focus is improving quality of life. AEP Texas is proud to be a partner in education – through workshops, initiatives and educational resources – to thousands of teachers and students, particularly in grades pre-K to 12, with a focus on Science, Technology, Engineering, and Math (STEM). Through our economic

1 development efforts and in partnership with the communities we serve, AEP Texas
2 strives to make certain our service territory remains vibrant and strong.

3 Q. PLEASE DESCRIBE AEP, AEPSC, AND THE SERVICES AEPSC PROVIDES TO
4 AEP TEXAS FOR THE BENEFIT OF CUSTOMERS

5 A. AEP Texas is part of the American Electric Power system, collectively one of the
6 largest electric utilities in the United States, delivering electricity to more than five
7 million customers in eleven states. AEP's utility units operate as AEP Texas,
8 Southwestern Electric Power Company (in Texas, Louisiana, and Arkansas), Public
9 Service Company of Oklahoma, AEP Ohio, Appalachian Power (in Virginia, West
10 Virginia, and Tennessee), Indiana Michigan Power, and Kentucky Power. Shared
11 services are provided to AEP Texas and the other AEP operating companies through
12 the American Electric Power Service Corporation (AEPSC).

13 AEPSC, a wholly owned subsidiary of AEP, provides utility support services
14 such as engineering, financial, human resource, and accounting services, at cost, for all
15 operating units within the AEP system. AEP Texas and the other AEP operating
16 companies benefit from economies of scale through the use of services provided by
17 AEPSC. The use of AEPSC eliminates the need to maintain a separate and independent
18 organizational structure and information technology systems for these services within
19 AEP Texas and allows for the availability of subject matter experts to serve all AEP
20 operating companies. Company witnesses Brian J. Frantz and Patrick L. Baryenbruch
21 discuss the AEPSC services and billings in more detail. Additionally, individual
22 Company witnesses support the reasonableness and necessity of various classes of
23 AEPSC charges to AEP Texas.

1 Q. PLEASE INTRODUCE THE OTHER AEP TEXAS WITNESSES.

2 A. EXHIBIT JET-1 to this testimony identifies each AEP Texas witness and provides a
3 brief description of the subject matters covered by that testimony.

4

5

IV. AEP TEXAS GROWTH AND INVESTMENT

6 Q. PLEASE DESCRIBE THE INVESTMENTS THAT AEP TEXAS HAS MADE IN
7 ITS DISTRIBUTION AND TRANSMISSION SYSTEMS OVER THE PREVIOUS
8 TWELVE YEARS.

9 A. AEP Texas has invested nearly \$6 billion in its T&D system for the benefit of
10 customers since the close of the previous test year. There are two main drivers for the
11 increased capital investment – customer growth and an aging infrastructure in need of
12 upgrades and replacements to provide the reliable and resilient electric service
13 necessary to meet customers’ expectations. Over the last decade, significant
14 investment in the AEP Texas T&D infrastructure throughout the service territory has
15 been needed to help support the growing Texas economy. The Rio Grande Valley and
16 Laredo have consistently been two of the fastest growing areas of the state. When oil
17 field related activity in the well-known “Eagle Ford” shale production area began
18 around the year 2011, AEP Texas saw tremendous growth in areas that had been
19 stagnant for years. Similarly, the oil and gas related activity in west Texas around the
20 Permian Basin and Cline areas also required a significantly higher level of investment
21 to serve the increasing demand for electric service. The port areas of the state served
22 by AEP Texas also have experienced continued growth and expansion, particularly
23 relating to liquefied natural gas (LNG) facilities and petrochemical investments. The

1 Company's additional T&D investment supports not only the new and expanding oil
2 and gas businesses, but also the communities that benefit from the increased need for
3 housing, schools and commercial needs that must be met.

4 To support the efficient and effective provision of T&D services to its
5 customers, the Company constructed new service centers in Alice, Corpus Christi,
6 Hebbronville, Los Fresnos, San Benito, and San Angelo, while a new Transmission
7 Operations Control Center was built in Corpus Christi.

8 AEP Texas' investment in the distribution system is further addressed in the
9 testimony of AEP Texas witness Coad. AEP Texas witness Wayman Smith addresses
10 the investment in the transmission system in further detail in his testimony.

11 Q. HAS AEP TEXAS TAKEN STEPS TO ADDRESS RELIABILITY
12 REQUIREMENTS AND STORM HARDENING?

13 Yes. Storm hardening also has been a significant driver for capital investment. While
14 it is important to provide safe and reliable service to end use customers, it is equally
15 important to invest in a system that is resilient. Two hurricanes made landfall in the
16 AEP Texas service territory during the last decade or so, along with numerous storms,
17 and those experiences highlight the importance of investing in a system that can
18 withstand major events or recover in a timely manner to continue providing service to
19 those who depend on us. Similarly, components of the Company's T&D system must
20 be continually maintained, updated or replaced to meet reliability requirements and
21 customers' expectations.

22 Q. DOES AEP TEXAS PLAN CONTINUED INVESTMENT IN THE AEP TEXAS
23 ELECTRIC GRID?

1 A. Yes. AEP Texas plans to continue its high level of investment to improve service to
2 its customers. The Company's investment plans include a grid modernization program
3 that will provide benefits to the end-use consumer and increased efficiencies to the
4 company. Additionally, AEP Texas continues to experience significant growth
5 throughout its service territory and the growing demand for service requires the
6 Company to invest in its transmission and distribution system at a level that will meet
7 customers' needs.

8 Q. WHAT TYPE OF INVESTMENTS DOES AEP TEXAS ANTICIPATE GOING
9 FORWARD?

10 A. AEP Texas has deployed and intends to continue to deploy innovative technology, and
11 it continues to seek out fresh ideas to modernize its electric grid. These initiatives,
12 through its grid modernization program, include a smarter, self-healing grid and
13 smarter street lights. Continued investment will allow the Company to maintain and
14 expand a flexible grid that can adapt to distributed generation and intermittent
15 renewable generation resources. The fact is that AEP Texas, similar to other utilities
16 across the nation, must address the challenges posed by an aging electric grid. The
17 Company installed a growing portion of its current distribution line and distribution
18 substation components 40 to 80 years ago. AEP Texas' Grid Modernization Program
19 will improve system resiliency by reducing the length of outages and limiting sustained
20 outages to smaller numbers of customers and is discussed further by AEP Texas witness
21 Coad.

V. AEP TEXAS MERGER

1
2 Q. PLEASE DESCRIBE THE AEP TEXAS MERGER APPROVED BY THE
3 COMMISSION IN DOCKET NO. 46050.

4 A. At the time the Company's existing rates were set in Docket Nos. 33309 and 33310,
5 AEP Texas consisted of two separate corporate entities, AEP Texas Central Company
6 (TCC) and AEP Texas North Company (TNC). TCC and TNC were separate
7 transmission and distribution utilities (TDUs) operating in ERCOT. However, these
8 companies were managed and operated as a single business under the brand name "AEP
9 Texas." In Docket No. 46050, TCC and TNC sought and received the approval of the
10 Commission to merge into their immediate parent company and change its name to
11 AEP Texas Inc. (AEP Texas). In essence, the merger aligned the legal structure of
12 AEP Texas with its then-existing organization and operation as a single business. After
13 the merger, as ordered by the Commission, AEP Texas established the TCC and TNC
14 "divisions" within the merged utility and continued to maintain separate rates, riders,
15 and tariff manuals for the Central and North divisions. In other words, the then-existing
16 TCC and TNC base rates did not change but, instead, remained in force for customers
17 taking service within the Company's two divisions. AEP Texas has maintained
18 separate accounting ledgers for the Central and North divisions that allow costs to be
19 accounted for and rates to be maintained separately for each division.

20 Q. WERE THERE MERGER CREDIT PROVISIONS ORDERED BY THE
21 COMMISSION IN DOCKET NO. 46050?

22 A. Yes. The Commission required AEP Texas to provide merger credits to customers
23 associated with an expected reduction in debt issuance costs each year from the date of

1 the merger until the effective date of its next base-rate proceeding. Upon the
2 establishment of new rates as a result of this filing, the merger savings provisions will
3 expire and cease to operate. The expiration of the Docket No. 46050 merger credits is
4 discussed further in the direct testimony of AEP Texas witness Renee Hawkins.

5 Q. WERE THERE ADDITIONAL CONDITIONS ASSOCIATED WITH THE
6 MERGER?

7 A. Yes. The Commission found that it was appropriate for AEP Texas to maintain
8 separate divisional base rates, DCRFs, EECRFs, TCOS factors, and other rates until
9 such time that the Commission considers and approves rate consolidation. The
10 Commission further required AEP Texas to file a proposal for setting AEP Texas-wide
11 rates, along with an underlying study and supporting data, four months prior to filing a
12 case proposing AEP Texas consolidated rates with the Commission.

13 Q. IS THE COMPANY PROPOSING CONSOLIDATED RATES IN THIS
14 PROCEEDING AND HAS THE COMPANY FILED THE REQUIRED STUDY AND
15 SUPPORTING DATA?

16 A. Yes. The Company is proposing consolidated rates and, on December 21, 2018, filed
17 the required study and supporting data. The policy support for the Company's proposal
18 for consolidated rates is discussed below, while ratemaking details and impacts are
19 addressed in the testimony of AEP Texas witness Jackson.

VI. CONSOLIDATED RATE PROPOSAL

Q. PLEASE INTRODUCE AND DESCRIBE THE COMPANY'S CONSOLIDATED RATE PROPOSAL.

A. AEP Texas proposes to establish AEP Texas-wide consolidated rates. As discussed above, AEP Texas and its two divisions have been operating as a single business for the benefit of customers for more than a decade. The reality is that the AEP Texas system is operated as a single system serving all its customers, rendering the allocation of cost on a divisional basis an outdated practice. Company-wide rates is the norm for TDUs operating in ERCOT. Consolidated rates are a natural progression from the foundation laid by the Commission's approval of the AEP Texas merger and support more efficient administration and regulation of AEP Texas rates.

With this filing, the Company submits a cost of service study that combines Central and North Division costs. The Company also presents a combined set of billing determinants for the purpose of establishing a single set of AEP Texas base rates, based on the adjusted test year data and other applicable facts and circumstances. The Company's consolidated rates proposal includes consolidation of transmission service, distribution service, and customer and metering service rates for all rate classes. Consolidated rates are more easily achievable because both Divisions have the same customer rate classes, rate classifications, and types of billing determinants for recovery of functionalized costs. AEP Texas' proposal includes one set of rates for all rate classes with limited exceptions, including Transition Charges (TC) and Nuclear Decommissioning Charges for customers in the certificated service area previously served by AEP Texas Central Company.

1 If the Commission approves consolidated rates in this case, future Transmission
2 Cost of Service, Transmission Cost Recovery Factor, Energy Efficiency Cost Recovery
3 Factor, and Distribution Cost Recovery Factor updates will be filed on an AEP Texas-
4 wide basis. However, the Company has provided divisional cost information in its
5 filing in the event that the Commission decides that a continuation of divisional rates
6 is appropriate. Divisional information is provided by several Company witnesses and
7 addressed more generally by Company witness Randall Hamlett.

8 Q. PLEASE DESCRIBE THE CUSTOMER RATE IMPACT OF THE COMPANY'S
9 CONSOLIDATED RATE PROPOSAL.

10 A. In most cases, the impact on customers' rates of the Company's consolidated rate
11 proposal is relatively modest. In general, under the Company's consolidated rate
12 proposal, Central Division customers will see a slight increase in rates, and North
13 Division customers will see a relatively small decrease, as a result of consolidated rates.
14 The customer rate impact of the Company's consolidated rate proposal is further
15 discussed by AEP witness Jackson.

16 It should be further noted that there are rate impacts that will occur regardless
17 of rate consolidation between the Divisions. Each Division's class customer count,
18 class distribution billing determinant (kWh and kW) data, and allocation statistics have
19 changed, and relationships among the classes have shifted, since the time base rates
20 were last established in cases that used a test year period ending June 2006. These
21 shifts, and their impact on AEP Texas cost allocation and rate design, are wholly
22 independent of the proposed rate consolidation. In other words, these shifts will occur

1 regardless of rate consolidation between the Divisions. These impacts are further
2 discussed in the testimony of AEP Texas witness Jackson.

3
4 VII. REQUESTED RATE RELIEF

5 Q. PLEASE DESCRIBE THE RATE INCREASE REQUESTED IN THIS FILING.

6 A. As discussed by AEP Texas witness Randall Hamlett, related to its distribution cost of
7 service, the Company requests a rate increase of approximately \$38.3 million over its
8 adjusted test year revenues, an increase of 4.2%. Related to its transmission cost of
9 service, the Company requests a rate decrease of \$3.16 million below its adjusted test
10 year revenues, a decrease of 0.7%.

11 Q. IS THE DISTRIBUTION COST OF SERVICE INCREASE IDENTIFIED ABOVE
12 NET OF THE PROPOSED INCOME TAX REFUND RIDER?

13 A. Yes. As explained by AEP Texas witness Hamlett, the Company proposes an Income
14 Tax Refund (ITR) Rider that refunds the difference between revenues collected under
15 existing rates and the revenues that would have been collected under the new, lower
16 federal income tax rates. The ITR also returns to customers amounts associated with
17 Accumulated Deferred Federal Income Taxes (ADFIT). The distribution cost of
18 service increase identified above is net of a nearly \$21 million per year (for four years)
19 ITR credit.

20 Q. WHAT IS THE EFFECT OF THIS RATE REQUEST ON AEP TEXAS'
21 CUSTOMERS AS COMPARED TO EXISTING RATES?

22 A. As calculated by AEP Texas witness Jackson, the impact of the retail transmission and
23 distribution rate change on a residential customer in the Company's Central Division

1 using 1,000 kilowatt-hours ("kWh") per month would be an increase of approximately
2 \$4.75 or 9.8% per month (including the effect of the proposed Income Tax Refund
3 Rider). A customer with a retail plan that charges 12.5 cents per kWh would see their
4 rate go to 12.97 cents per kWh, or a 3.8% increase in their total bill, if the REP passes
5 through the rate change. The impact of the retail transmission and distribution rate
6 change on a residential customer in the Company's North Division using 1,000
7 kilowatt-hours ("kWh") per month would be a decrease of approximately \$5.01 or -
8 10.6 % per month. A customer with a retail plan that charges 12.5 cents per kWh would
9 see their rate decrease to 12.0 cents per kWh, or a 4.0% decrease in their total bill, if
10 the REP passes through the rate change.

11 Q. WILL CUSTOMERS IN THE CENTRAL DIVISION RECEIVE A RATE
12 REDUCTION IN 2020 THAT WILL OFFSET THE INCREASE DESCRIBED
13 ABOVE?

14 A. Yes. Customers in the Central Division are currently charged amounts associated with
15 stranded costs called Transition Charges (TC). Two TC charges remain in effect – TC2
16 and TC3. As explained by AEP Texas witness Jackson, in October 2020, the TC2
17 Rider ends and, as a result, every customer class in the Central Division will show an
18 overall decrease in AEP Texas charges even with the total base rate change requested
19 in this case. The TC2 Rider ending represents a monthly bill reduction of \$8.35 for an
20 average 1,000 kWh/month Central Division residential customer.

1 VIII. REQUEST FOR ADDITIONAL FUNDS DEDICATED TO SERVICE
2 QUALITY IMPROVEMENTS

3 Q. IS AEP TEXAS REQUESTING ADDITIONAL FUNDS THAT WILL BE
4 DEDICATED TO IMPROVING AEP TEXAS' SERVICE TO ITS CUSTOMERS?

5 A. Yes. The Company is requesting funds in addition to those incurred during the Test
6 Year to expand its vegetation management program. A robust vegetation management
7 program is critical to maintaining the reliability of the Company's distribution system
8 and serving our customers. AEP Texas is proposing a total annual vegetation
9 management spend of \$16.2 million. This is an increase of \$5 million over the \$11.2
10 million in vegetation management expenses in the test year. In addition to providing
11 improved reliability on targeted circuits, the increased level of vegetation management
12 spend will provide for a level of tree trimming necessary to replace aging infrastructure
13 as a part of the AEP Texas grid modernization plan. This proposal is further discussed
14 by AEP Texas witness Coad.

15

16 IX. ADDITIONAL RATESETTING POLICY ISSUES

17 Q. WHAT DOES THE COMPANY PROPOSE IN REGARD TO COST RECOVERY
18 FOR INCENTIVE COMPENSATION PAID TO EMPLOYEES?

19 A. The Company is aware of Commission precedent that does not allow a utility to recover
20 from customers incentive compensation paid to employees for meeting Company
21 financial goals. As explained by AEP Texas witness Andrew Carlin, AEP Texas'
22 incentive compensation program is not a "bonus" on top of market-competitive pay.
23 Instead, it is a necessary component to achieve market-competitive pay for employees.

7 Q. IS THE COMPANY AWARE OF THE COMMISSION'S PREVIOUS FINDING
8 REGARDING THE AEP ACCOUNTING POLICY FOR CAPITALIZATION OF
9 FORESTRY COSTS?

16

18 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

AEP Texas Witnesses 2019 Texas Base Rate Case			
	Subject	Witness	Description of Testimony
1.	Policy and Overview	Judith E. Talavera	Ms. Talavera presents the AEP Texas rate case application and provides an overview of the filing. Specifically, she provides an overview of AEP Texas and the cost elements that encompass the base rate increase request.
2.	Policy, Affiliate Expenses and Rate Case Expenses	Leigh Anne Strahler	Ms. Strahler introduces proposals for regulatory programs supported by various witnesses. Ms. Strahler also discusses AEP Texas affiliate expenses related to legal, regulatory, and environmental services and supports AEP Texas' rate case expenses.
3.	Cost of Service, Rate Base, Pro Forma Accounting Adjustments	Randall Hamlett	Mr. Hamlett presents AEP Texas' requested total company cost of service and associated RFP schedules. He describes various pro forma accounting adjustments.
4.	Catastrophe Reserve	Greg Wilson	Mr. Wilson discusses AEP Texas' approach to the use of a Catastrophe Reserve.
5.	Lead-Lag Study	Jay Joyce	Mr. Joyce sponsors the results of the lead-lag study for measuring the cash working capital allowance required for AEP Texas' operations.
6.	Cost of Common Equity	Robert Hevert	Mr. Hevert presents his recommended return on equity.
7.	Capital Structure and Overall Cost of Capital and Factoring	Renee Hawkins	Ms. Hawkins supports the calculations of AEP Texas' cost of debt as well as AEP Texas' overall capital structure. She discusses AEP Texas' financial condition.
8.	Capital Structure and Factoring	Steve Fetter	Mr. Fetter discusses AEP Texas' requested capital structure.
9.	Service Reliability, Affiliate Distribution Costs, Distribution Capital Additions	Thomas Coad	Mr. Coad discusses AEP Texas' performance with respect to various reliability and quality of service measures. He also supports the reasonableness and necessity of AEP Texas' overall and affiliate O&M costs for distribution services, as well as distribution capital additions.
10.	Overall and Affiliate Transmission O&M Costs	Dan Boezio	Mr. Boezio discusses AEP's transmission organization and operations. He supports AEP Texas' overall and affiliate O&M costs for transmission services.
11.	Transmission Capital Additions	Wayman Smith	Mr. Smith supports AEP Texas' transmission capital additions.

AEP Texas Witnesses 2019 Texas Base Rate Case			
	Subject	Witness	Description of Testimony
12.	Customer Service Metrics, Overall and Affiliate Customer Service O&M Costs	Joel Murphy	Mr. Murphy discusses the AEP Texas and AEPSC customer services organizations and discusses AEP Texas' quality of customer service. He also supports the reasonableness and necessity of AEP Texas' overall and affiliate O&M costs for customer services.
13.	AEP Texas External Affairs and Corporate Communications, Affiliate External Affairs and Corporate Communications O&M Costs, Advertising, Contributions and Memberships	Gilbert Hughes	Mr. Hughes discusses AEP Texas' External Affairs and Corporate Communications organization(s) and the services they provide. He also discusses AEPSC's External Affairs and Corporate Communications organizations and demonstrates the reasonableness and necessity of the affiliate charges billed to AEP. He supports the advertising costs, contributions and membership dues requested in this case.
14.	AMS Reconciliation	Jeff Stracener	Mr. Stracener discusses AEP Texas' AMS reconciliation and implementation of the approved AMS Deployment Plan.
15.	AMS Reconciliation Accounting	Heather Whitney	Ms. Whitney discusses the accounting for the actual costs, investment, and revenues associated with the deployment of AMS during the reconciliation period.
16.	Depreciation	Jason Cash	Mr. Cash discusses the depreciation study overview, the study methods and procedures, and the study results.
17.	Federal and State Income Taxes, Tax-Related Adjustments and Consolidated Tax Savings	Michael Kelly	Mr. Kelly discusses AEP Texas' Federal Income Taxes included in its cost of service and describes the RFP's tax schedules. He also addresses the impact of the 2017 Tax Cuts and Jobs Act.
18.	AEPSC and Affiliate Transactions	Brian Frantz	Mr. Frantz discusses AEPSC and the corporate support services it provides. He describes AEPSC's internal controls, billing and cost allocation methods, and how they assure that AEP Texas is charged reasonable and necessary costs for affiliate services. He also provides supporting testimony regarding the reasonableness and necessity of the Chief Financial Officer, Chief Executive Officer, Internal Support, and AEPSC Incentives classes of AEPSC affiliate costs. He explains the particular allocation factors used to bill the various affiliate classes of cost to AEPSC, to support the conclusion that AEP Texas is charged affiliate costs by AEPSC that are no higher than those billed to other AEP affiliates.

AEP Texas Witnesses 2019 Texas Base Rate Case			
	Subject	Witness	Description of Testimony
19.	Necessity of AEPSC Services and Charges, AEPSC Budgeting Processes, and Cost Allocation	Patrick Baryenbruch	Mr. Baryenbruch presents an assessment of the reasonableness and necessity of the services provided to AEP Texas by AEPSC, and the associated costs. This assessment includes review of the necessity and benefit of AEPSC services, the appropriateness of AEPSC allocation factors, and the reasonableness of AEPSC and AEP Texas costs.
20.	Human Resources Organization and Affiliate Charges	Tracy Elich	Ms. Elich discusses the services of the AEPSC Human Resources Department. She supports the reasonableness and necessity of the Human Resource Department affiliate charges to AEP Texas.
21.	Employee Benefit Plans	Curt Cooper	Mr. Cooper describes and supports the reasonableness of the benefit plans for AEP Texas and AEPSC employees.
22.	Employee Compensation	Andrew Carlin	Mr. Carlin describes the reasonableness and market competitiveness of the AEP compensation plan and the salary and incentive compensation levels for AEP Texas and AEPSC, and supports a pro forma adjustment made by Mr. Hamlett for base pay increases effective in 2019.
23.	Supply Chain, Fleet and Procurement Affiliate Charges	Jon Burns	Mr. Burns describes the services provided by the AEP Supply Chain, Fleet and Procurement organizations. He supports the reasonableness and necessity of AEP Texas' costs for these services.
24.	Real Estate and Workplace Services Affiliate Charges	Randy Ware	Mr. Ware provides supporting testimony for AEP Texas affiliate expenses related to AEPSC Real Estate and Workplace Services. He supports the reasonableness and necessity of AEP Texas' affiliate costs for these services.
25.	Information Technology Organization and Affiliate Charges	Greg Filipkowski	Mr. Filipkowski discusses the AEP Information Technology (IT) organization and the services provided. He supports the reasonableness and necessity of AEP Texas' IT affiliate costs. He also supports IT capital additions and the IT related portions of AEP Texas' AMS reconciliation.
26.	Telecom and Affiliate Charges	David Standley	Mr. Standley discusses the AEP Telecom organization and the services provided. He supports the reasonableness of AEP Texas' Telecom affiliate costs. He also supports Telecom capital additions.
27.	Security and Affiliate Charges	Stan Partlow	Mr. Partlow discusses the AEP Security organization and the services provided. He supports the reasonableness of AEP Texas' Security affiliate costs.

AEP Texas Witnesses 2019 Texas Base Rate Case			
	Subject	Witness	Description of Testimony
28.	Load Research Schedule Sponsorship	Nora Williams	Ms. Williams sponsors various schedules related to load and demand.
29.	Energy Forecast and Weather Normalization	Chad Burnett	Mr. Burnett presents the weather normalization processes used in forecasting and supports several associated schedules.
30.	Cost of Service Study	John Aaron	Mr. Aaron presents and supports AEP Texas' class cost-of-service study. He also supports the pro forma adjustments made to the test year customer, revenue, and sales volume data.
31.	Rate Design and Tariff Riders	Jennifer Jackson	Ms. Jackson presents AEP Texas' retail class rate design, including the Company's proposal to combine Central and North Division rates.
32.	Tariff Issues/Rate Design	David Hawk	Mr. Hawk discusses the proposal to consolidate the current separate tariff manuals for AEP Texas' Central and North Divisions into a single tariff manual and also addresses proposed changes to company-specific discretionary service charges.

RESOLUTION NO. R-2018-_____

**A RESOLUTION OF THE CITY OF PHARR, TEXAS FINDING, AFTER
REASONABLE NOTICE AND HEARING, THAT AEP TEXAS INC'S EXISTING
ELECTRIC RATES AND CHARGES WITHIN THE CITY SHOULD REMAIN IN
EFFECT**

WHEREAS, pursuant to §33.001 of the Public Utility Regulatory Act, the City of Pharr has exclusive, original jurisdiction over the electric rates, operations, and services provided within city limits by AEP Texas Inc. (AEP Texas or the Company); and

WHEREAS, on May 1, 2019, AEP Texas filed with the City of Pharr a Petition and Statement of Intent seeking overall net increase of 4.2% related to its distribution of revenues and a decrease of 0.7% related to its transmission revenues; and

WHEREAS, the Company proposed an effective date of June 5, 2019.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PHARR, TEXAS:**

Section 1. AEP Texas' request for approval of its base rates increase is denied. The existing rates and charges of AEP Texas are hereby found to be just and reasonable rates and the City adopts such existing rates to continue to be observed and to be in force within the City hereafter.

Section 2. The base rates set forth in this Resolution may be changed and amended by either the City or the Company only as provided by law.

Section 3. This Resolution shall be served on AEP Texas by U.S. Mail to the Company's authorized representative, Jennifer J. Frederick, 400 West 15th Street, Suite 1520, Austin, Texas 78701.

Section 4. Nothing contained in this Ordinance shall be construed now or hereafter in limiting or modifying, in any manner, the right and power of the City under law to regulate the base rates and charges of AEP Texas.

Section 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

PASSED AND APPROVED this _____ day of _____, 2019, at a regular called meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

SIGNED this _____ day of _____, 2019.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: May 1, 2019

MEETING DATE: May 6, 2019

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Presentation of the 2019 City of Pharr Performance Review Survey.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Michael Uhrbrock with UTRGV will present the results of the surveys conducted during Pharr University. The survey will address the 2019 City of Pharr Performance Review.

Financial Consideration:

Staff Recommendation: No action required.

Alternatives:

ROUTING:

Anali Alanis
Anali Alanis
City Management Office

Created/Initiated - 5/1/2019
Approved - 5/1/2019
Final Approval - 5/1/2019

2019 City of Pharr Performance Review Survey



Prepared for the Mayor, City Commission, and City Manager
City of Pharr

The University of Texas Rio Grande Valley
Data and Information Services Center
Michael Uhrbrock and Sai Mullanpudi
(956) 665-2301, (956) 665-7185

April 2019

The University of Texas
Rio Grande Valley
.....
Data & Information
Systems Center

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Executive Summary

The Mayor

- Overall the employees are satisfied with the performance of the mayor. On a scale of 1 (poor) to 5 (excellent), the mayor received a 3.86 overall rating, which is above a 3 (average) rating and below a 4 (above average) rating.
- All of the 10 performance ratings for the mayor were above a 3 (average) rating and below a 4 (above average) rating.
- The mayor was rated highest for Q1 Clear Priorities (4.05), Q2 Shared Vision (3.98), Q3 Planning and Organization (3.93), Q4 Goals and Strategies (3.93), Q8 Makes Proud (3.89), Q10 Improvement and Judgment (3.87), and Team Morale (3.84).
- Q9 Learn and Change (3.78) and Q6 Input and Teamwork (3.73) were rated slightly lower than other leadership qualities of the mayor.
- The mayor's lowest performance rating was Q5 Accessibility and Feedback (3.63).
- The mayor's ratings improved overall from 2016 (3.60) to 2019 (3.86), a gain of 0.26 points.
- The mayor's ratings improved in all areas from 2016 to 2019.
- The mayor received 87 comments, which represented 15 percent of the employees surveyed.
- The top comments were: praise/satisfaction with the mayor's performance (48%), pay raise/certification pay (13%), visibility/contact (11%), politics/favoritism/hiring (7%), and trust/caring (5%).

City Commission

- Overall the employees are satisfied with the performance of the city commission. On a scale of 1 (poor) to 5 (excellent), the city commission received a 3.62 overall rating, which falls between the 3 (average) and 4 (above average) ratings.
- All of the 10 performance ratings for the city commission fell between the 3 (average) and 4 (above average) ratings.
- The city commission was rated highest for Q10 Plans Future (3.72), Understands Economic Development (3.69), Q4 Promotes Accomplishments (3.67), Q3 Works with Cities (3.65), and Q5 Maximizes Services (3.64).
- Employees gave the city commission slightly lower ratings on Q9 Understands Residents' Needs (3.61), Q6 Planning and Budgeting (3.61), Q8 Evaluates Ideas (3.61), and Q1 Hear Public Testimony (3.55).
- Q7 Oversees Staff (3.44) was rated the lowest by employees.
- Employees rated the City Commission higher overall from 2016 (3.35) to 2019 (3.62), a gain of 0.25 points.
- Ratings for the City Commission were higher across the board from 2016 to 2019.
- The city commission received 57 comments, which represented 10% of the employees surveyed.
- The top comments were: praise/satisfaction with city commission's performance (25%), visibility/contact (21%), politics/favoritism/hiring (18%), pay raises/certification pay (5%), and listening/communication (5%).

City Manager

- Overall the employees are satisfied with the performance of the city manager. On a scale of 1 (poor) to 5 (excellent), the city manager received a 3.72 overall rating, which falls between the 3 (average) and 4 (above average) ratings.
- All of the 10 performance ratings for the city manager fell between the 3 (average) and 4 (above average) ratings.
- The city manager was rated highest for Q4 Encourages Employees (3.77), Q10 Strategic Objectives and Vision (3.77), Q2 Employee Development (3.77), Q1 Responsibility and Accountability (3.76), Q6 Teamwork and City Spirit (3.74), and Q5 Motivates Staff (3.74).
- Employees rated the city manager slightly lower on Q7 Environment and Processes (3.68), Q3 Employee Decisions (3.68), and Q8 Motivates Employees (3.66).
- The city manager's lowest ratings was Q9 People and Places (3.63).
- Ratings for the City Manager overall increased from 2016 (3.26) to 2019 (3.72), a gain of 0.45 points.
- Ratings for the City Manager were higher in all areas from 2016 to 2019.
- The city manager received 102 comments, which represented 18% of the employees surveyed.
- The top comments were: new/unable to rate (70%), praise/satisfaction with the city manager's performance (19%), and pay raise/certification pay (3%).

Introduction and Methodology

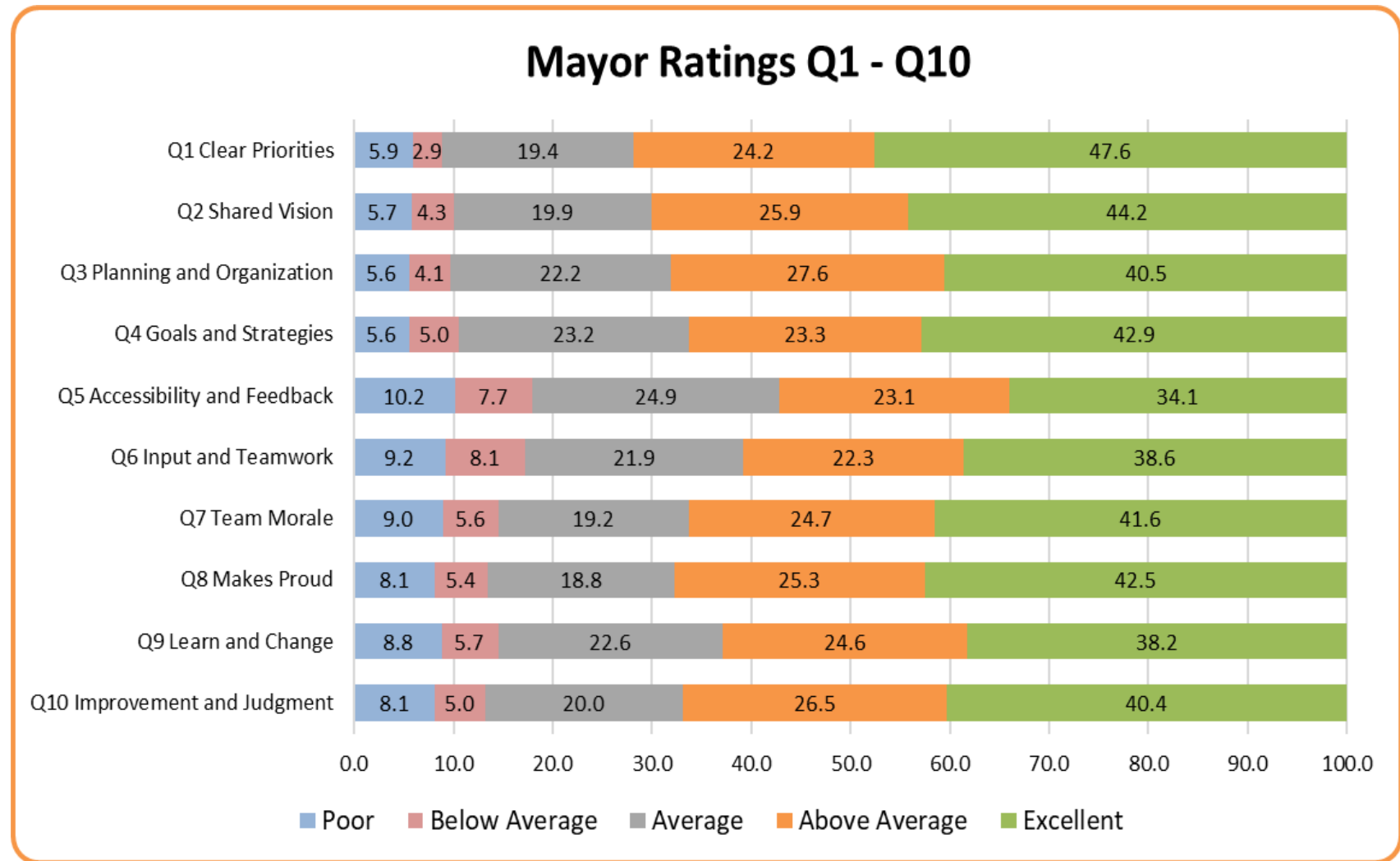
The City of Pharr wanted to get feedback from employees on the performance of the Mayor, City Commission, and City Manager through a performance review survey. The City of Pharr hired the Data and Information Systems Center at UTRGV to conduct the survey.

The survey was given to City of Pharr employees during an employee training held at the Pharr Events Center on January 22 and 23rd, 2019. A total of 565 surveys were filled out. The survey was anonymous.

On a scale of 1 to 5 -- with 1 = poor (rarely meets the performance standard), 2 = below average (usually doesn't meet the performance standard), 3 = average (generally meets the performance standard), 4 = above average (generally exceeds the performance standard), and 5 = excellent (almost always exceeds the performance standard) – employees rated the leaders on ten different leadership qualities specific to each position.

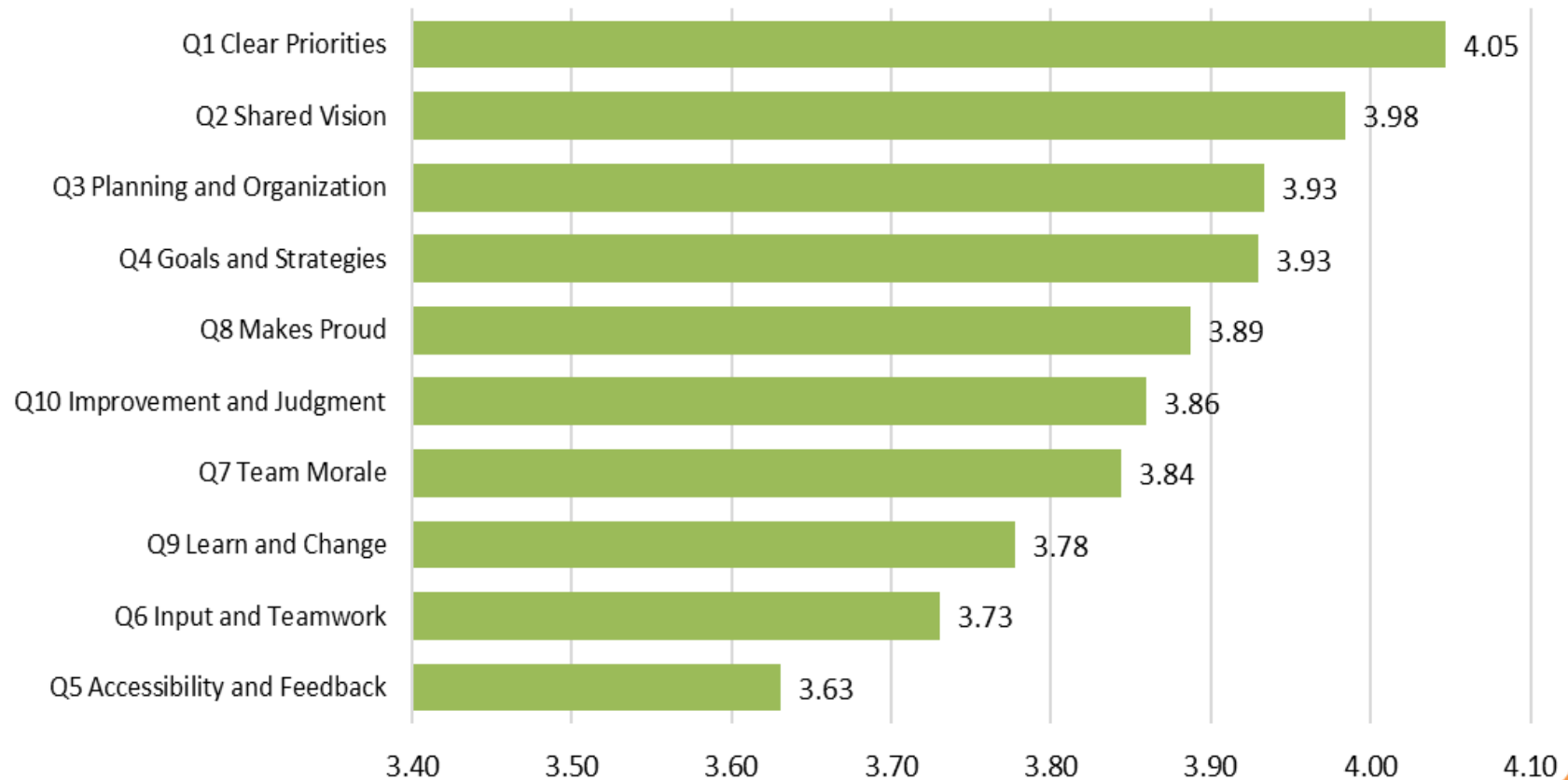
The city plans to use the results to identify areas of leadership improvement and employee issues, and to compare the results to the same survey that was done in 2016 and 2018.

Results



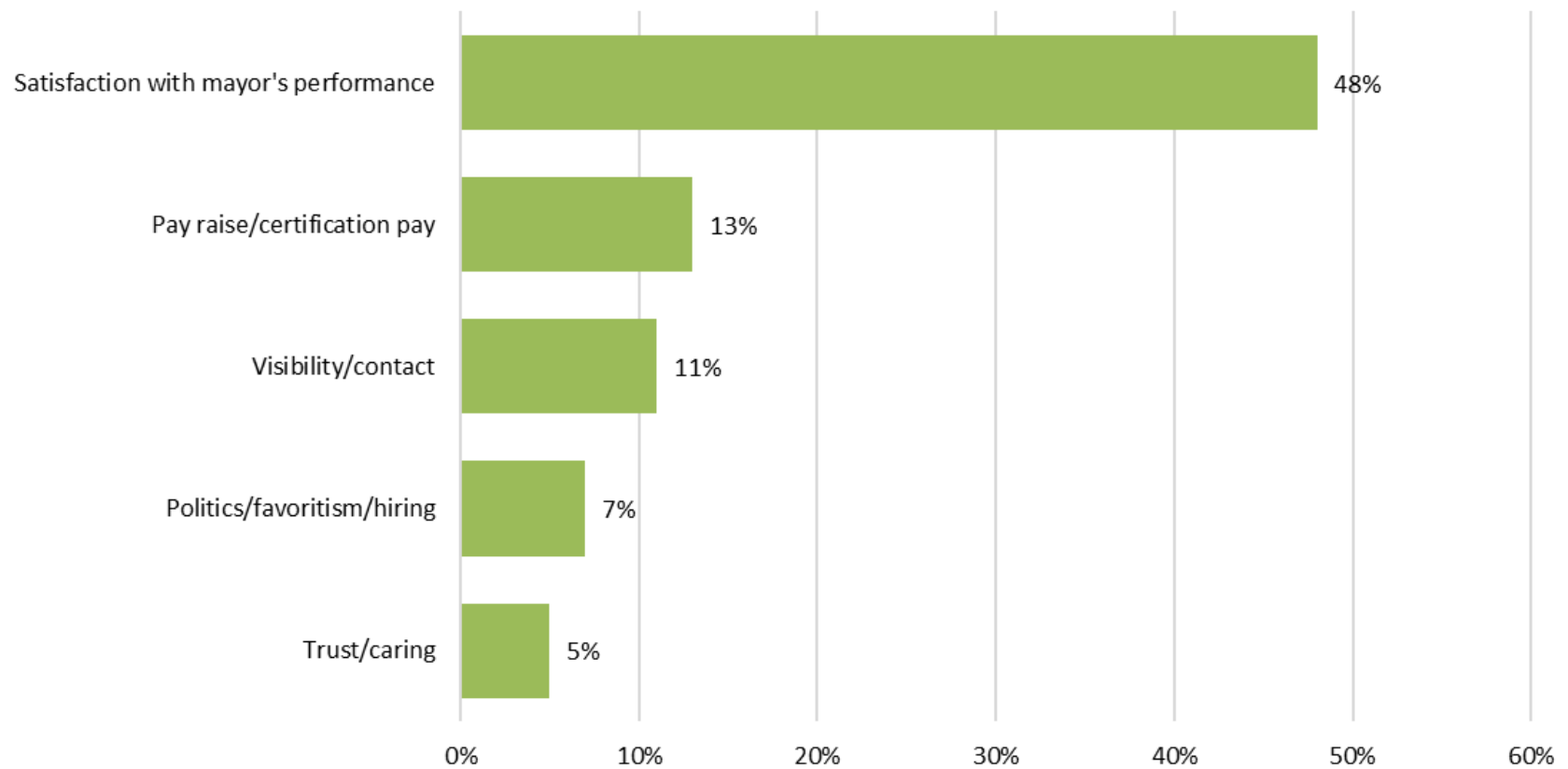
Mayor Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



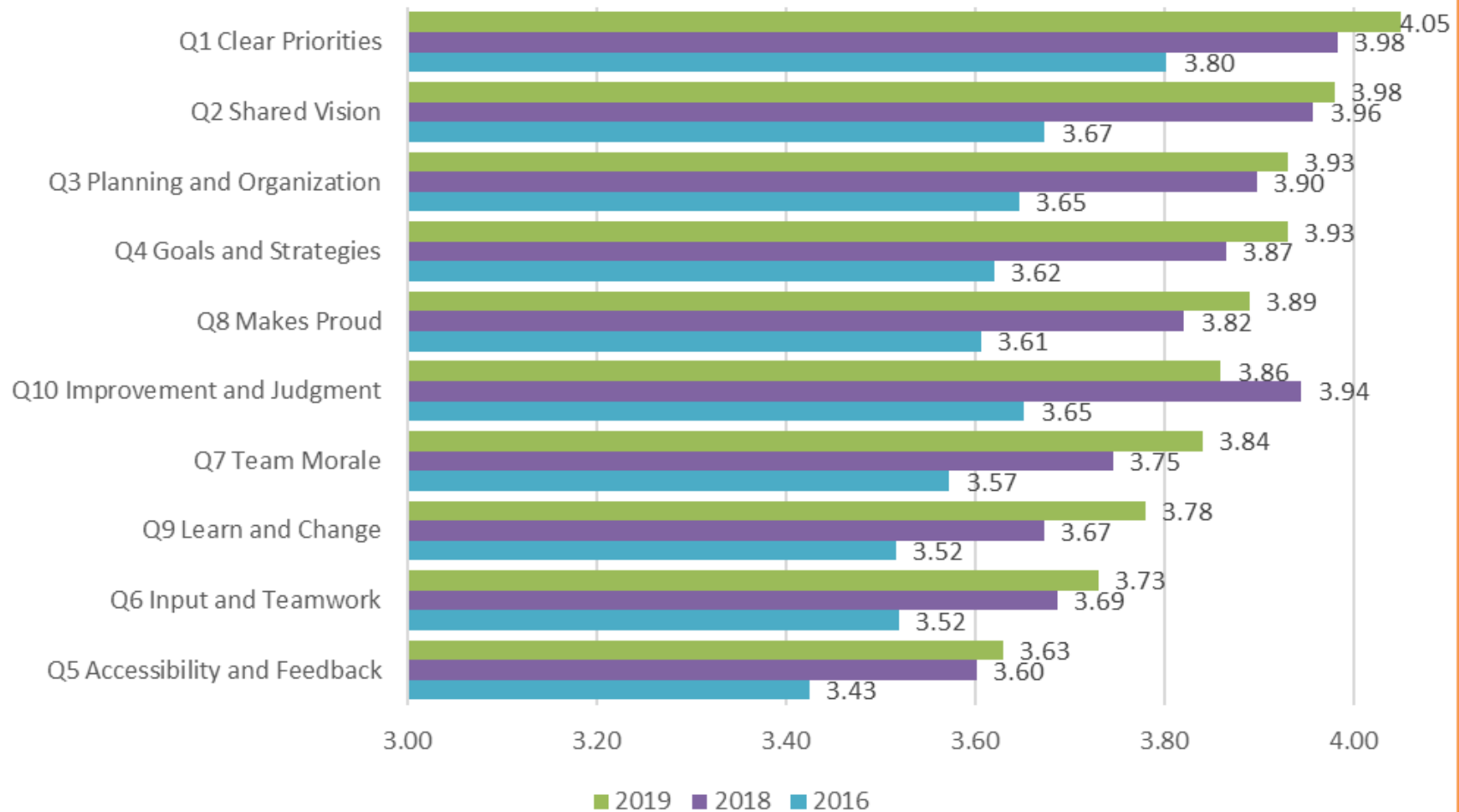
Mayor, Top Comments

87 comments, 15% of employees surveyed

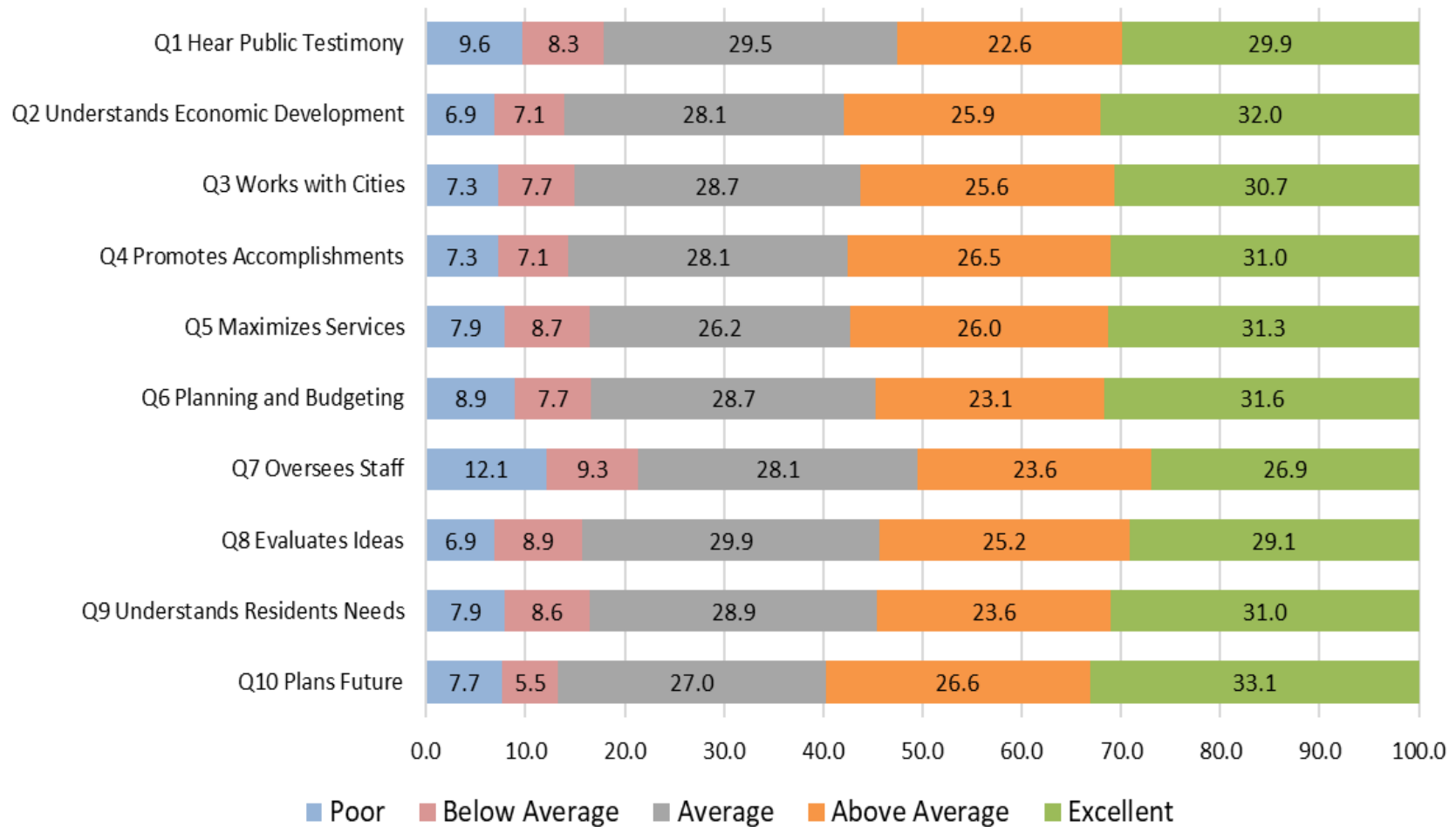


Mayor Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent

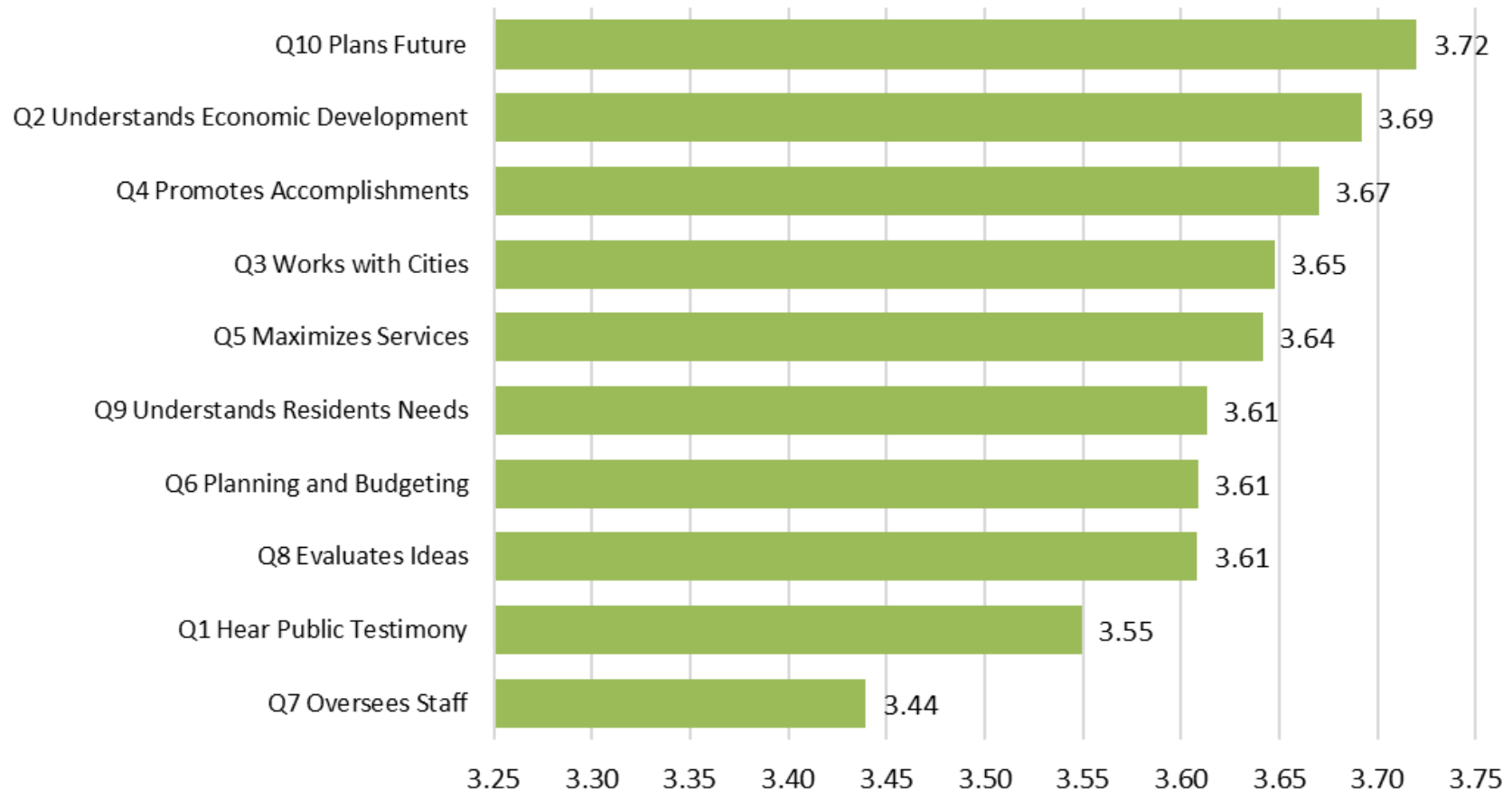


City Commission Ratings Q1 - Q10



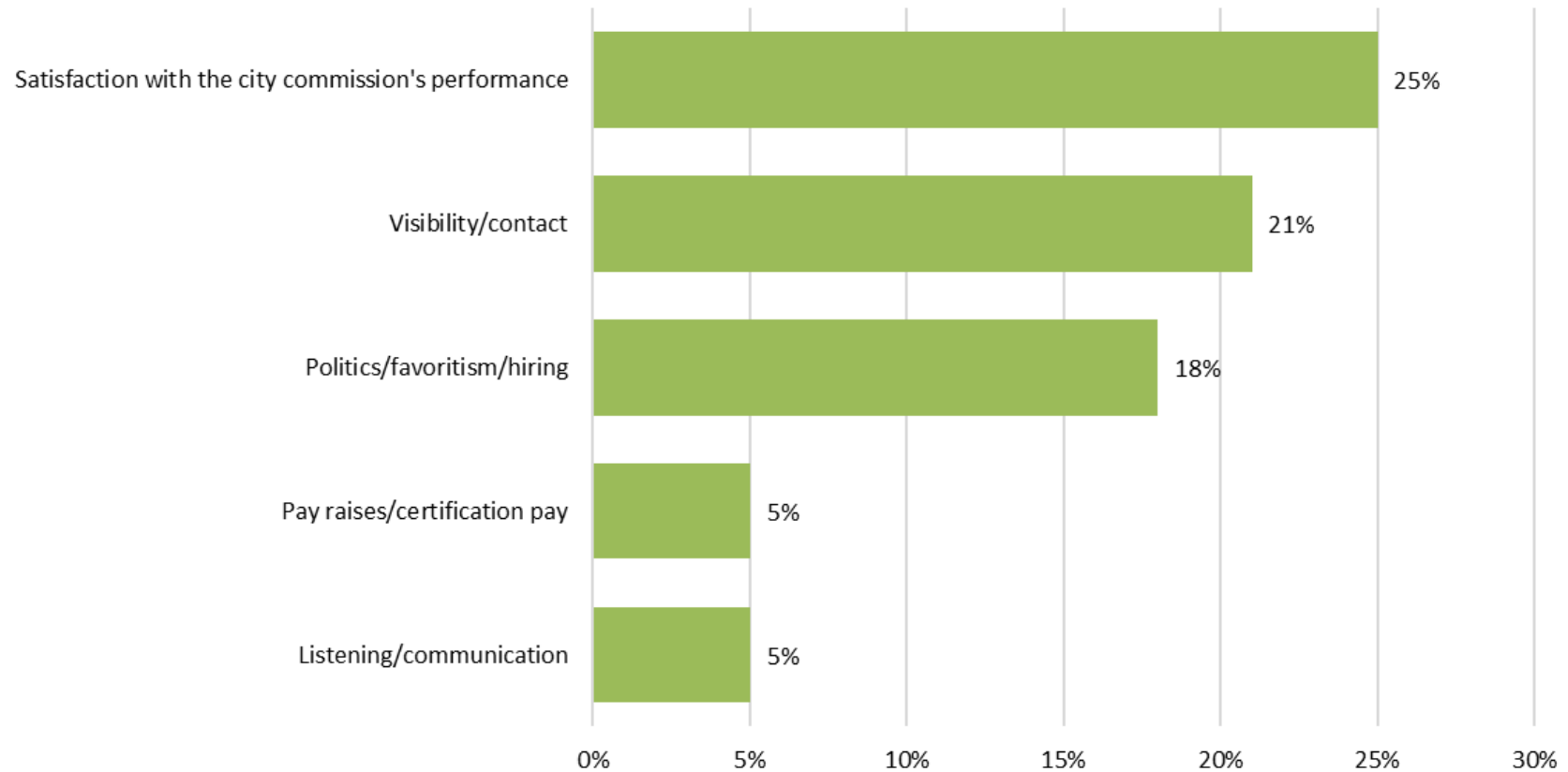
City Commission Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



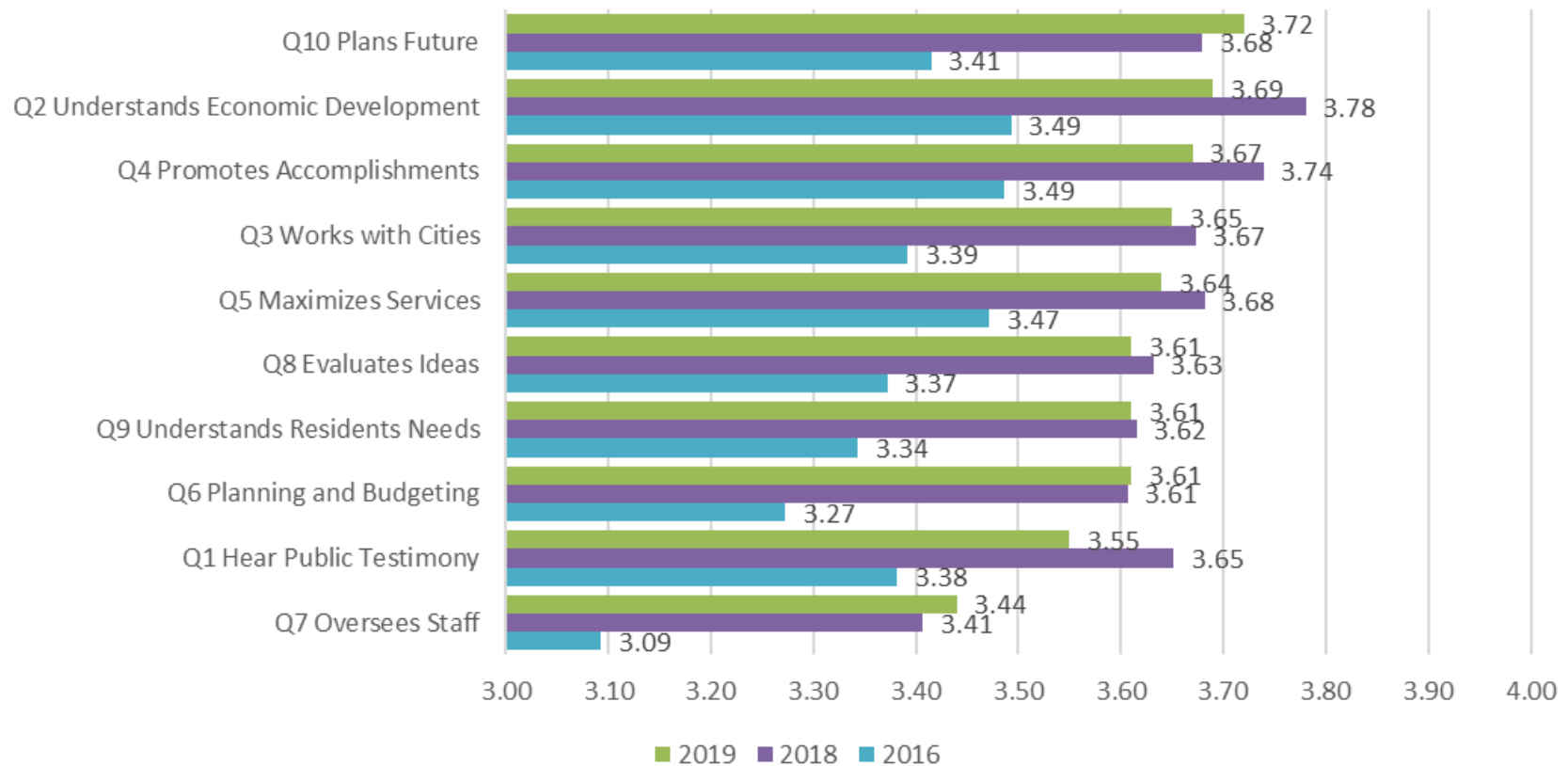
City Commission, Top Comments

57 comments, 10% of employees surveyed

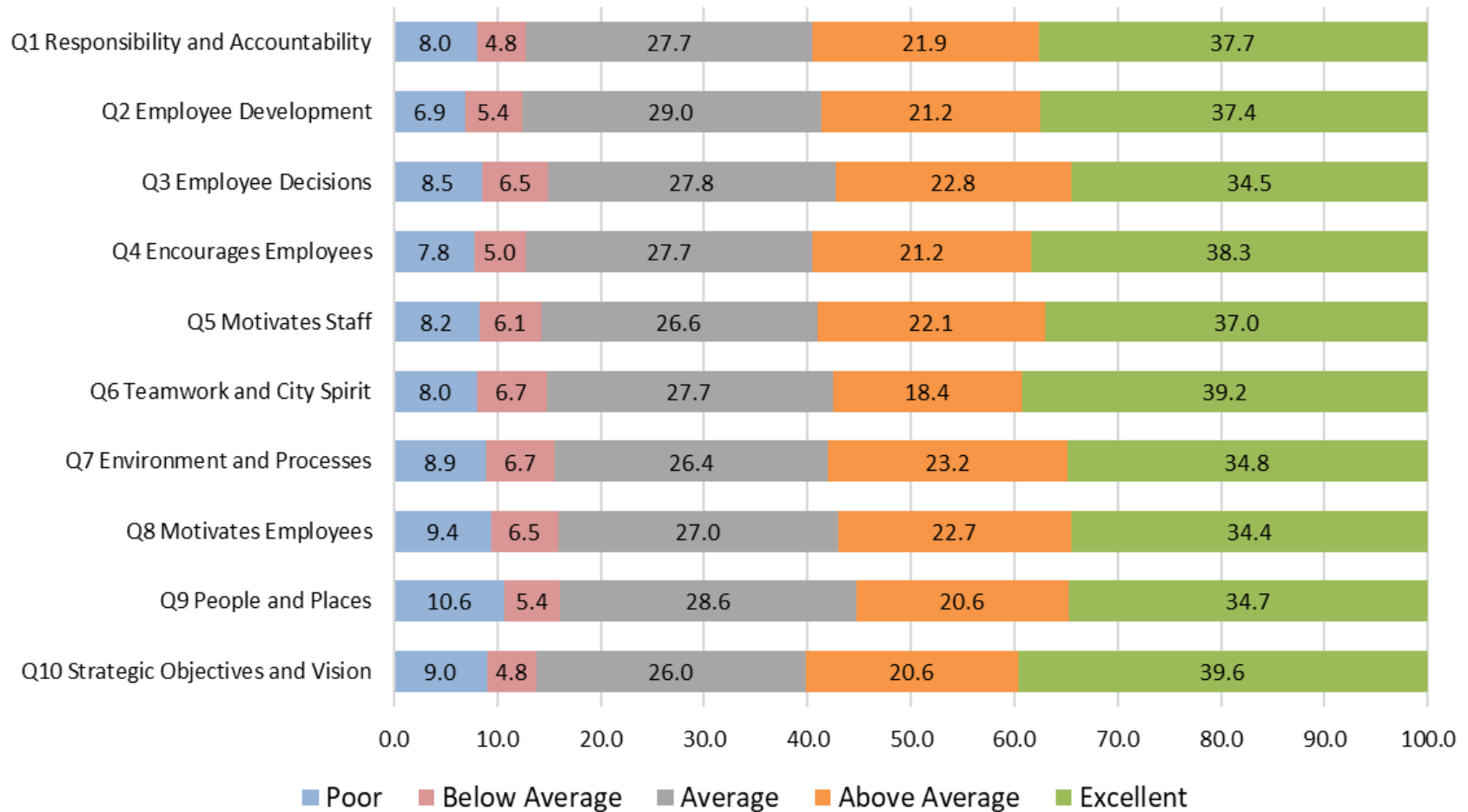


City Commission Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent

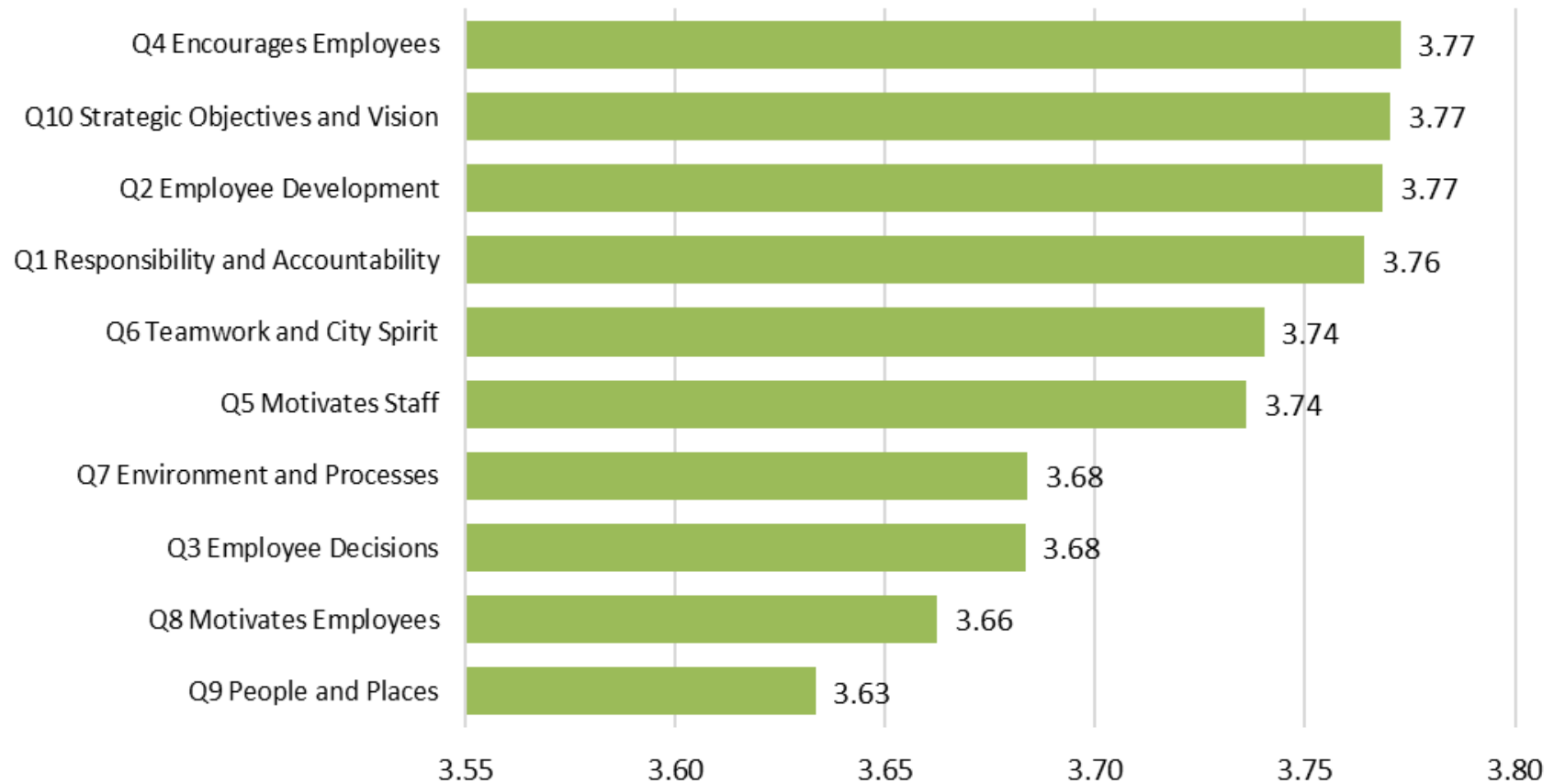


City Manager Ratings Q1 - Q10



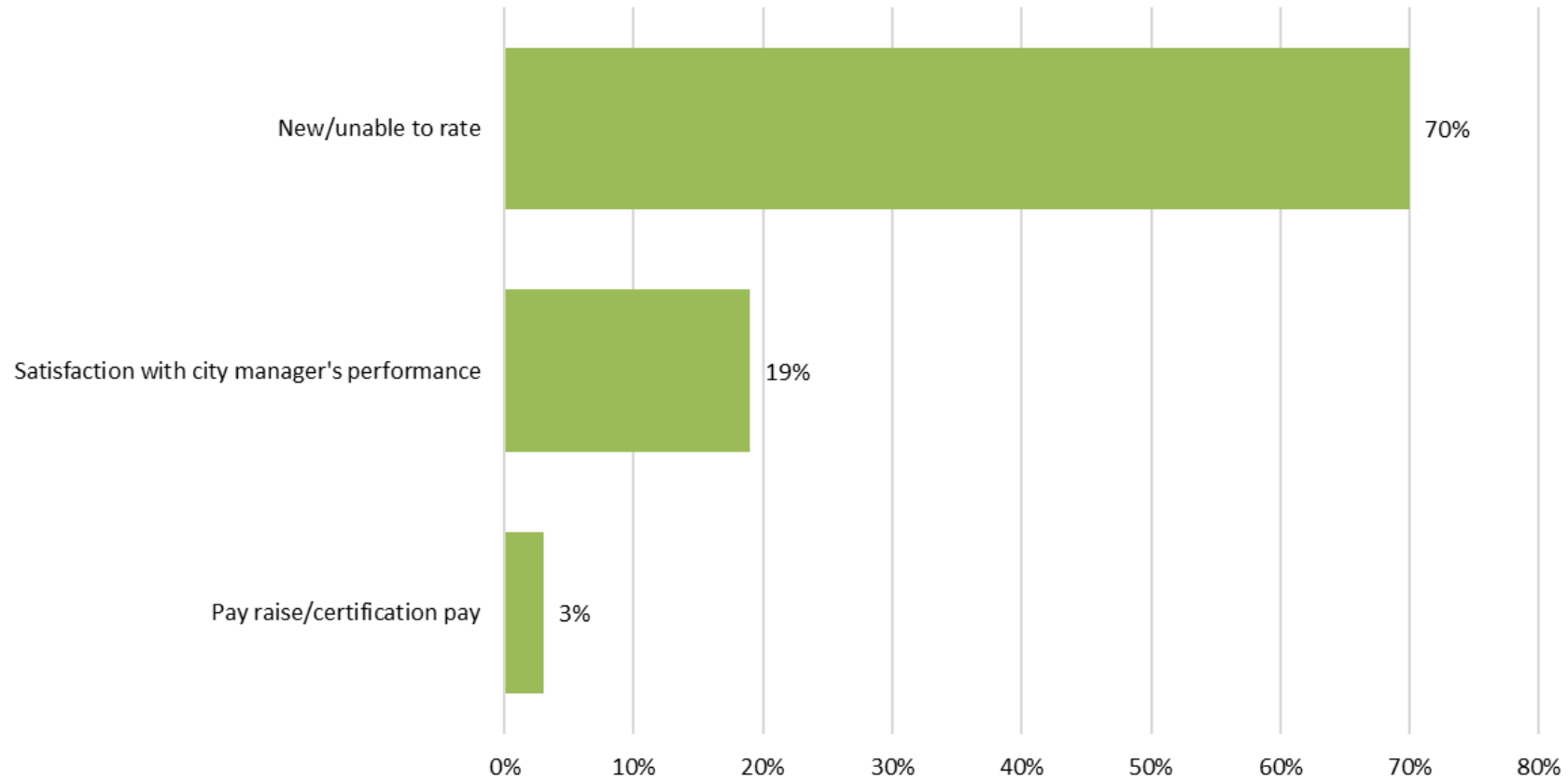
City Manager Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



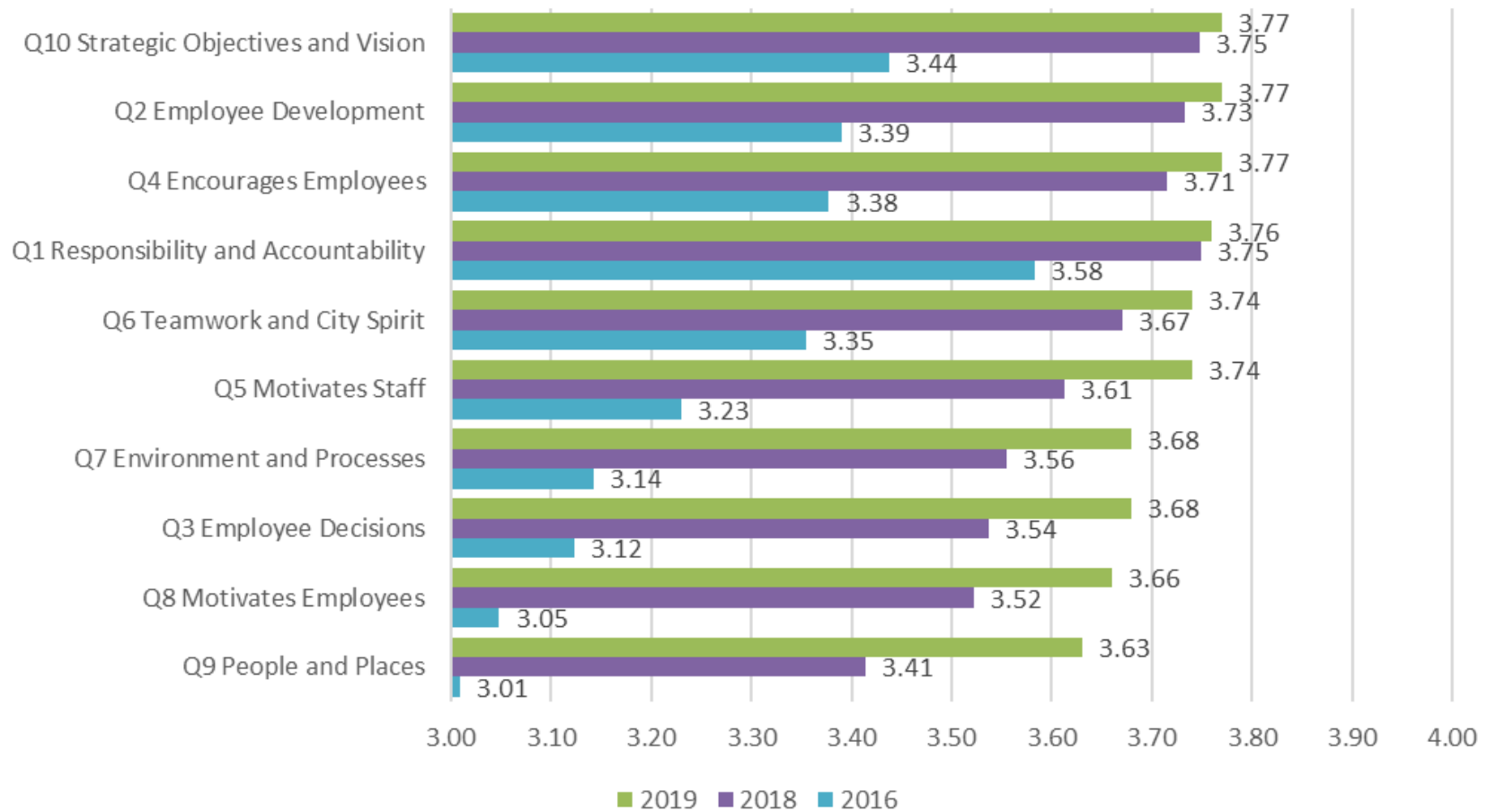
City Manager, Top Comments

102 comments, 18% of employees surveyed



City Manager Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



City of Pharr Performance Review

Instructions: This evaluation form contains 10 questions of evaluation criteria.

For each statement, use the following scale to indicate your rating of the leadership performance:

- 5 = Excellent (Almost Always Exceeds the Performance Standard)
- 4 = Above Average (Generally Exceeds the Performance Standard)
- 3 = Average (Generally Meets the Performance Standard)
- 2 = Below Average (Usually Does Not Meet the Performance Standard)
- 1 = Poor (Rarely Meets the Performance Standard)

MAYOR'S LEADERSHIP

- ____ 1. The Mayor has clear priorities and goals for the City of Pharr.
- ____ 2. The Mayor is committed to fostering a shared vision in the City.
- ____ 3. The Mayor has been able to achieve goals through effective planning and organization
- ____ 4. The Mayor is effective in developing goals and integrating them into strategies for action.
- ____ 5. The Mayor is accessible and is able to listen to and use feedback.
- ____ 6. The Mayor seeks input from others and promotes teamwork.
- ____ 7. The Mayor promotes team morale and builds organizational commitment.
- ____ 8. The Mayor makes me proud to be an employee of the City of Pharr.
- ____ 9. The Mayor sees mistakes as opportunities to learn and is willing to change to meet new objectives.
- ____ 10. The Mayor is focused on process improvement and exercises good judgement in setting the structure for the organization.

Comments: _____

CITY COMMISSION'S LEADERSHIP

- ____ 1. The City Commission is available to all citizens of the City of Pharr to hear and evaluate public testimony.
- ____ 2. The City Commission plans and understands the importance of economic development for the City.
- ____ 3. The City Commission works with neighboring cities and elected officials to help obtain grants and funds.
- ____ 4. The City Commission works to promote the accomplishments of the entire community.
- ____ 5. The City Commission works together to maximize the delivery of services to as many people as possible at the lowest possible price.
- ____ 6. The City Commission manages money effectively by planning or budgeting how much money the city will receive and spend.
- ____ 7. The City Commission effectively oversees hiring, firing, and evaluating staff.
- ____ 8. The City Commission evaluates projects, proposals and other ideas brought forward by residents, staff and other agencies.
- ____ 9. The City Commission understands the types of services needed by residents.
- ____ 10. The City Commission plans for the future and well-being of the community; it creates and follows land use plans, economic development plans and capital improvement plans.

Comments: _____

CITY MANAGER'S LEADERSHIP

- ____ 1. The City Manager has established responsibility and accountability among employees.
- ____ 2. The City Manager ensures there is ongoing employee development and process improvement.
- ____ 3. The City Manager involves employees in decisions affecting their work.
- ____ 4. The City Manager encourages employees to make effective decisions.
- ____ 5. The City Manager is able to motivate the staff.
- ____ 6. The City Manager has created a sense of teamwork and City spirit.
- ____ 7. The City Manager has a good understanding of the work environment and processes of all departments.
- ____ 8. The City Manager understands what motivates employees and encourages employee initiatives.
- ____ 9. The City Manager is effective in putting the right people in the right places.
- ____ 10. The City Manager has a clear understanding of the strategic objectives and vision for the City of Pharr.

Comments: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: April 30, 2019

MEETING DATE: May 6, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order No. 1 for the Thomas Road-Left Turn Lane Construction Project. (Project No. C1718-39-510-C009-252)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Change Order No. 1 is for the provide drainage improvements to the adjacent alley which ponds during rain events.

Financial Consideration:

Original Contract Amount:	\$254,657.59
Change Order No. 1	\$8,102.80 (3.18%)
Revised Contract Amount	\$262,760.39

Staff Recommendation: Staff recommends approval of Change Order No. 1 to add \$8,102.80 to M.J.A. Construction, LLC for the Thomas Left Turn Lanes Construction Project.

Alternatives:

ROUTING:

Omar Anzaldua
Omar Anzaldua
Patricia Rigney

Created/Initiated - 4/30/2019
Approved - 4/30/2019
Approved - 5/1/2019

Veronica Gutierrez
Karla Moya
City Management Office

New -



CHANGE ORDER

Contractor: M.J.A Construction, LLC

Change Order No.: 1

Project: Thomas Road - Left Turn Lanes Construction Project

Date: 4/4/2019

Project # C1718-39-510-C009-252

Notice to Proceed Date: 28-Nov-18

Change Order Amount: \$ 8,102.80

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

1. Eliminate 954 Gallons of AC-10 or HFRS-2P Asphalt
2. Eliminate 27 CY of Ty PB-Gr 5 Aggregate
3. Add 2 additional safety end treatments
4. Add 36 LF of 18" RCP (CL III)(SPL)
5. Add the adjustment of 1 Manhole with a concrete collar
6. Add 1 high voltage ground box with extension
7. Add 1 high voltage ground box with a concrete collar.
8. Add 183 LF of 12" RCP (CL IV)(SPL)
9. Add 1 Grate Inlet with 2'x2' Bicycle Grate
10. Add 1 Junction Box
11. Cut & Restore Pavement Cut for installation of 182 LF of RCP
12. Remove & Replace 167 LF of Curb & Gutter

Reason for Change Order:

1. As requested by City Inspector.
2. As requested by City Inspector.
3. To reconstruct existing driveway
4. To reconstruct existing driveway
5. To adjust existing manhole uncovered during construction
6. To adjust ground box uncovered during construction
7. To adjust ground box uncovered during construction
8. To provide for draining existing alley
9. To provide for draining existing alley
10. To provide for draining existing alley
11. To reconstruct alley pavement that is disturbed during installation of drainage items
12. To reconstruct curb & gutter that is removed or damaged during construction of drainage items

	Contract Price	Contract Time(Working Days)
Original Contract:	\$ 254,657.59	Original Completion Date: _____
Previous Change Order: (+/-)	\$ -	Additional Days: _____
This Change Order: (+/-)	\$ 8,102.80	Revised Completion Date: _____
Revised Contract Amount:	\$ 262,760.39	

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.

Accepted:

Contractor

Authorized Signature

4/18/19

Date _____

Ramiro Gutierrez, P.E.

Project Engineer

Rain
Authorized Signature

4/10/19

Date _____

Omar Anzaldúa Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date _____

Alex Meade III, EDFP, MBA, MPA, CPM

City Manager

Authorized Signature

Date _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: May 2, 2019

MEETING DATE: May 6, 2019

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for various parks projects.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Construction Manager at Risk Services for various scope modifications as outlined in the attached table.

Financial Consideration:

Amendment No. 4 is a zero cost change to the CMAR contract.

Staff Recommendation: Staff recommends approval of Amendment No. 4 to the agreements with Davila Construction for modifications to the Construction Manager at Risk scope of work as outlined in the attached information.

Alternatives: NA

ROUTING:

Maria Rangel

Created/Initiated - 5/2/2019

Omar Anzaldua

Approved - 5/2/2019

Veronica Gutierrez

Approved - 5/2/2019

Karla Moya

Approved - 5/3/2019

Patricia Rigney

Approved - 5/3/2019

City Management Office

New - 9/28/2018



AMENDMENT

Contractor: Davila Construction, Inc.

Amendment No.: 4

Project: Dr. William Long Park Expansion

Date: 5/6/2019

Project #C1718-01-510-0013

Notice to Proceed Date: 21-Mar-18

Amendment Amount: \$ 4,640.00

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

(1) Increase the contract amount by \$4,640. There are no adjustments to the Guaranteed Maximum Price as part of this change.

Reason for Amendment:

(1) The \$4,640 change order to the contract amount is an addition that resulted from three change requests that are the following: (a) two wrought iron doors for the restroom building, (b) one cage to protect the electrical panel box on the wall of the restroom building, and (c) fence and gate to surround the water well.

	Contract Price		Contract Time (Calendar Days)
Original Contract:	\$ 1,500,000.00	Original Completion Date:	17-Oct-18
Previous Amendment: (+/-)	\$ 195,069.21	Additional Days:	108
This Amendment: (+/-)	\$ 4,640.00	Revised Completion Date:	2-Feb-19
Revised Contract Amount:	\$ 1,699,709.21		

It is agreed by the Contractor that this Amendment 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 Amendment.

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

Accepted:

Davila Construction, Inc.

Contractor

Authorized Signature

Date

Recommended:

Halff Associates, Inc.

Project Engineer

Authorized Signature

Date

Omar Anzaldúa Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Purchasing Director

Authorized Signature

Date

Edward M. Wylie

Deputy City Manager

Authorized Signature

Date



Davila Construction, Inc.
3400 N. McColl Rd.
Suite J
McAllen, TX. 78501
T: (956) 630-9433

Date: 03/04/2019

Projects:

0013- Dr. William Long
0014- Allen & William Arnold
0016- Nature & Birding Center

Description	Quantity	Unit Cost	Price
Wrought Iron Doors As Per Davila's Design Please refer to attachments.	6	\$1,005.00	\$6,030.00
		Total	\$6,030.00

Davila Construction, Inc.  Date: 03/04/2019



Clore Equipment LLC
21220 FM 1420
Harlingen, TX 78550
(956) 748-4713 Office * (956) 748-4714 Fax

Today's Date	Quote #
2/14/2019	180104
r1.03.04.19	Change Request
	010

Job Specifications

County: Hidalgo	City: Pharr
Control: c0161, c0159, c0158	Bid Date: 1/23/2018
Project: Allen and William Arnold, Dr. Long Elementary, and Pharr Nature birding Center	Estimator: Jessica Clore
Engineer: Halff	Prime: Davila Construction
Description: Wrought Iron Doors	

As per your request, Clore Equipment, LLC respectfully submits the following bid proposal to provide the following. This bid is turnkey no individual components can be broken out of this estimate. The following bid doesn't include sales tax or bond cost. We respectfully request this bid become part of the construction contract if hired for this job. Our qualifications and exclusions are embedded in individual line items and at the end of this estimate. Please review carefully, and thank you for the consideration.

Scope of Work: Provide all labor, tools, equipment, materials, supervision, transportation, and insurance necessary to complete only the explicitly listed:

Item No.	Description	Unit	Qty	Unit Amount	Total Price
100	Wrought Iron Doors As Per Davila's Design	EA	6	\$ 1,005.00	\$ 6,030.00
200				\$	-
300				\$	-
400				\$	-
500				\$	-
600				\$	-
700				\$	-
Total Job				\$	6,030.00

Qualifications & Exclusions:

100
200
300
400
500
600
700

Prices are subject to change. Quote good for 30 days. Please sign and fax back if accepted.

Name: Jessica Clore

Signature: Jessica Clore

Date: 03.04.2019



Davila Construction, Inc.
3400 N. McColl Rd.
Suite J
McAllen, TX. 78501
T: (956) 630-9433

Date: 03/04/2019

Projects:

0013- Dr. William Long
0014- Allen & William Arnold
0016- Nature & Birding Center

Description	Quantity	Unit Cost	Price
Panel Box Covers for restroom building Please refer to attachments.	3	\$635	\$1906.83
		Total	\$1,906.83

Davila Construction, Inc.  Date: 03/04/2019



Clore Equipment LLC
21220 FM 1420
Harlingen, TX 78550
(956) 748-4713 Office * (956) 748-4714 Fax

Today's Date	Quote #
2/14/2019	180104
Change Request	
010	

Job Specifications			
County:	Hidalgo	City:	Pharr
Control:	c0161, c0159, c0158	Bid Date:	1/23/2018
Project:	Allen and William Arnold, Dr. Long Elementary, and Pharr Nature birding Center		
Engineer:	Half	Estimator:	Jessica Clore
Description:	Redesign on Restrooms-Architectual Fee	Prime:	Davila Construction

As per your request, Clore Equipment, LLC respectfully submits the following bid proposal to provide the following. This bid is turnkey no individual components can be broken out of this estimate. The following bid doesn't include sales tax or bond cost. We respectfully request this bid become part of the construction contract if hired for this job. Our qualifications and exclusions are embedded in individual line items and at the end of this estimate. Please review carefully, and thank you for the consideration.

Scope of Work: Provide all labor, tools, equipment, materials, supervision, transportation, and insurance necessary to complete only the explicitly listed:

Item No.	Description	Unit	Qty	Unit Amount	Total Price
100	Wrought Iron Doors As Per Davila's Design	EA	3	\$ 1,677.61	\$ 5,032.83
200	Breaker Box Covers	EA	3	\$ 635.61	\$ 1,906.83
300				\$	-
400				\$	-
500				\$	-
600				\$	-
700				\$	-
Total Job					\$ 6,939.66

Qualifications & Exclusions:
100
200
300
400
500
600
700

Prices are subject to change. Quote good for 30 days. Please sign and fax back if accepted.

Name: _____

Signature: _____

Date: _____



AMERICAN FENCE

421 Valencia Blvd. San Juan, Texas 78589
cgamericanfence@gmail.com
Ph. (956) 929-6000 • (956) 867-6988
Fax (956) 787-3820

Representative: Cesar Cano

Phone Number: 867-69-88

PROJECT ESTIMATE

\$3990.⁰⁰

Date: 01/28/19

Company Name: Devila Construction

Project Name: _____

City: _____ Phone: 630-94-33

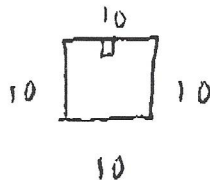
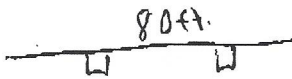
Total Ft. 120 Height: 8ft. Chain link with B'wire

Gates: 3 Working Gates

JOB PLAN

TOTAL FT.

HEIGHT



INSTALLATION / LOCATION



AMENDMENT

Contractor: Davila Construction, Inc.

Amendment No.: 4

Project: Allen & William Arnold Park Improvements

Date: 5/6/2019

Project #C1718-01-510-0014

Notice to Proceed Date: 15-Mar-18

Amendment Amount: \$ 9,301.25

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

(1) Increase the contract amount by \$9,301.25. There are no adjustments to the Guaranteed Maximum Price as part of this

Reason for Amendment:

(1) The \$9,301.25 change order to the contract amount is an addition that resulted from a total of five change requests that are as follows: (a) two wrought iron doors for the restroom building, (b) one cage to protect the electrical panel box on the wall of the restroom building, (c) fence and gate to surround the water well, (d) 95 linear feet of chain link fence to close gap in fence line around the soccer fields, and (e) excavation for play structure foundation.

	Contract Price	Contract Time (Calendar Days)
Original Contract:	\$ 2,200,000.00	Original Completion Date: 11-Oct-18
Previous Amendment: (+/-)	\$ 195,165.46	Additional Days: 104
This Amendment: (+/-)	\$ 9,301.25	Revised Completion Date: 23-Jan-19
Revised Contract Amount:	\$ 2,404,466.71	

It is agreed by the Contractor that this Amendment 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 Amendment.

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

Accepted:

Davila Construction, Inc.

Contractor

Authorized Signature

Date

Recommended:

Half Associates, Inc.

Project Engineer

Authorized Signature

Date

Omar Anzaldúa Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Purchasing Director

Authorized Signature

Date

Edward M. Wylie

Deputy City Manager

Authorized Signature

Date



Davila Construction, Inc.
3400 N. McColl Rd.
Suite J
McAllen, TX. 78501
T: (956) 630-9433

Date: 03/04/2019

Projects:

0013- Dr. William Long
0014- Allen & William Arnold
0016- Nature & Birding Center

Description	Quantity	Unit Cost	Price
Wrought Iron Doors As Per Davila's Design Please refer to attachments.	6	\$1,005.00	\$6,030.00
		Total	\$6,030.00

Davila Construction, Inc.  Date: 03/04/2019



Clore Equipment LLC
21220 FM 1420
Harlingen, TX 78550
(956) 748-4713 Office * (956) 748-4714 Fax

Today's Date	Quote #
2/14/2019	180104
r1.03.04.19	Change Request
	010

Job Specifications

County: Hidalgo	City: Pharr
Control: c0161, c0159, c0158	Bid Date: 1/23/2018
Project: Allen and William Arnold, Dr. Long Elementary, and Pharr Nature birding Center	Estimator: Jessica Clore
Engineer: Halff	Prime: Davila Construction
Description: Wrought Iron Doors	

As per your request, Clore Equipment, LLC respectfully submits the following bid proposal to provide the following. This bid is turnkey no individual components can be broken out of this estimate. The following bid doesn't include sales tax or bond cost. We respectfully request this bid become part of the construction contract if hired for this job. Our qualifications and exclusions are embedded in individual line items and at the end of this estimate. Please review carefully, and thank you for the consideration.

Scope of Work: Provide all labor, tools, equipment, materials, supervision, transportation, and insurance necessary to complete only the explicitly listed:

Item No.	Description	Unit	Qty	Unit Amount	Total Price
100	Wrought Iron Doors As Per Davila's Design	EA	6	\$ 1,005.00	\$ 6,030.00
200				\$	-
300				\$	-
400				\$	-
500				\$	-
600				\$	-
700				\$	-
Total Job					\$ 6,030.00

Qualifications & Exclusions:

100
200
300
400
500
600
700

Prices are subject to change. Quote good for 30 days. Please sign and fax back if accepted.

Name: Jessica Clore

Signature: Jessica Clore

Date: 03.04.2019



Davila Construction, Inc.
3400 N. McColl Rd.
Suite J
McAllen, TX. 78501
T: (956) 630-9433

Date: 03/04/2019

Projects:

0013- Dr. William Long
0014- Allen & William Arnold
0016- Nature & Birding Center

Description	Quantity	Unit Cost	Price
Panel Box Covers for restroom building Please refer to attachments.	3	\$635	\$1906.83
		Total	\$1,906.83

Davila Construction, Inc.  Date: 03/04/2019



Clore Equipment LLC
21220 FM 1420
Harlingen, TX 78550
(956) 748-4713 Office * (956) 748-4714 Fax

Today's Date	Quote #
2/14/2019	180104
Change Request	
010	

Job Specifications			
County:	Hidalgo	City:	Pharr
Control:	c0161, c0159, c0158	Bid Date:	1/23/2018
Project:	Allen and William Arnold, Dr. Long Elementary, and Pharr Nature birding Center		
Engineer:	Half	Estimator:	Jessica Clore
Description:	Redesign on Restrooms-Architectual Fee	Prime:	Davila Construction

As per your request, Clore Equipment, LLC respectfully submits the following bid proposal to provide the following. This bid is turnkey no individual components can be broken out of this estimate. The following bid doesn't include sales tax or bond cost. We respectfully request this bid become part of the construction contract if hired for this job. Our qualifications and exclusions are embedded in individual line items and at the end of this estimate. Please review carefully, and thank you for the consideration.

Scope of Work: Provide all labor, tools, equipment, materials, supervision, transportation, and insurance necessary to complete only the explicitly listed:

Item No.	Description	Unit	Qty	Unit Amount	Total Price
100	Wrought Iron Doors As Per Davila's Design	EA	3	\$ 1,677.61	\$ 5,032.83
200	Breaker Box Covers	EA	3	\$ 635.61	\$ 1,906.83
300				\$	-
400				\$	-
500				\$	-
600				\$	-
700				\$	-
Total Job					\$ 6,939.66

Qualifications & Exclusions:
100
200
300
400
500
600
700

Prices are subject to change. Quote good for 30 days. Please sign and fax back if accepted.

Name: _____

Signature: _____

Date: _____



AMERICAN FENCE

421 Valencia Blvd. San Juan, Texas 78589
cgamericanfence@gmail.com
Ph. (956) 929-6000 • (956) 867-6988
Fax (956) 787-3820

Representative: Cesar Cano

Phone Number: 867-69-88

PROJECT ESTIMATE

\$3990.00

Date: 01/28/19

Company Name: Devila Construction

Project Name: _____

City: _____ Phone: 630-94-33

Total Ft. 120

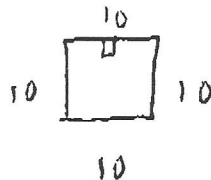
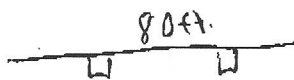
Height: 8ft. Chain link with B'wire

Gates: 3 Working Gates

JOB PLAN

TOTAL FT.

HEIGHT



INSTALLATION / LOCATION



Davila Construction, Inc.
3400 N. McColl Rd.
Suite J
McAllen, TX. 78501
T: (956) 630-9433

Date: 01/29/2019

Project:

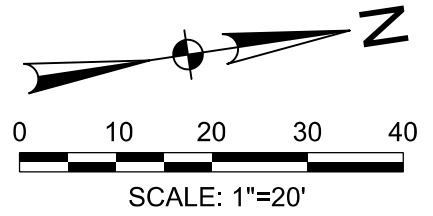
0014 - Allen & William Arnold Park Improvements
615 W. Eldora Rd.

Description	Total
In regards to Exerplay's request Finish Floor Elevations need to be lowered 12".	
302.5 CY * \$8.50 = \$2,571.25	
Please refer to attachments for materials and labor breakdown.	\$2,571.25

Davila Construction, Inc. _____

A handwritten signature in blue ink, appearing to read "Sam R.", is written over a light blue rectangular background.

Date: 01/29/2018



105.50

106.00

106.00

106.50

106.50

EXHIBIT
NOT FOR CONSTRUCTION
ONLY FOR REFERENCE

UNIT PRICES USED TO DEVELOP BASE PROPOSAL AND TO BE USED FOR ADDITIONS AND/OR DELETIONS

**CITY OF PHARR PARK IMPROVEMENTS
ALLEN & WILLIAM ARNOLD**

CIVIL IMPROVEMENTS

		Unit	Unit Cost	
DEMOLITION				
1	DEMOLITION	LS	\$ 20,000.00	-
EARTHWORK - EXCAVATION AND GRADING				
2	EARTHWORK - CUT {a}	CY	\$ 7.50	-
3	EARTHWORK - FILL {a}	CY	\$ 7.50	-
4	EARTHWORK - IMPORTED FILL {a}	CY	\$ 14.00	-
5	EXCAVATION AND GRADING {a}	CY	\$ 8.50	-
PARKING LOT IMPROVEMENTS				
6	2" HMAC TYPE D W/PRIMER {a}	SY	\$ 8.95	-
7	8" FLEXIBLE BASE {a}	SY	\$ 9.90	-
8	8" LIME STABILIZED SUBGRADE (5%) {a}	SY	\$ 5.75	-
9	4" TRAFFIC STRIPING	LF	\$ 0.70	-
10	PARKING LOT HEADER CURB (3,000 PSI){a}	LF	\$ 15.00	-
11	WHEEL STOPS WITH DRAINAGE SLOTS	EA	\$ 100.00	-
TRAIL IMPROVEMENTS				
12	CONCRETE SIDEWALK (3,000 PSI) (4" THICK) (5' WIDE)(8" LIME TREATED SUBGRADE) {a}	LF	\$ 134.14	-
13	CONCRETE SIDEWALK (3,000 PSI) (4" THICK) (10' WIDE)(8" LIME TREATED SUBGRADE) {a}	LF	\$ 144.14	-
14	CONCRETE SIDEWALK (3,000 PSI) (4" THICK) (20' WIDE)(8" LIME TREATED SUBGRADE) {a}	LF	\$ 154.14	-
15	CONCRETE FLATWORK (3,000 PSI)(4" THICK)(8" LIME TREATED SUBGRADE) {a}	LF	\$ 134.14	-
16	CONCRETE SIDEWALK FLUMES {a}	EA	\$ 650.00	-
PLAYING FIELDS/COURTS				
17	BASKETBALL COURTS {b}	EA	\$ 70,171.00	-
18	SOCCER FIELD STRIPING {b}	LF	\$ 2.00	-
19	BASKETBALL COURT STRIPING {b}	LF	\$ 2.00	-
20	SOCCER FIELD EQUIPMENT {b}	LS	\$ 16,500.00	-
21	BASKETBALL COURT EQUIPMENT {b}	LS	\$ 6,500.00	-
WATER IMPROVEMENTS				
22	CONNECT TO EXISTING WATER	EA	\$ 970.00	-
23	8" PVC WATER LINE DR 18 C-900 W/FITTING	LF	\$ 26.00	-
24	2" PVC WATER LINE W/FITTINGS	LF	\$ 20.00	-
25	3" PVC WATER LINE W/FITTINGS	LF	\$ 34.00 24.00	-
26	2" METER	EA	\$ 4,500.00	-
27	12" X 8" TAPPING SLEEVE W/GATE VALVE AND BOX	EA	\$ 2,000.00	-
28	FIRE HYDRANT	EA	\$ 5,500.00	-
29	WATER SERVICES	EA	\$ 970.00	-

WASTEWATER IMPROVEMENTS				
30	CONNECT TO EXISTING SEWER	EA	\$ 1,250.00	-
31	6" SEWER	LF	\$ 36.00	-
32	48" F/G MANHOLE	EA	\$ 5,500.00	-
33	SEWER SERVICE	EA	\$ 950.00	-
STORM IMPROVEMENTS				
34	18" HDPE	EA	\$ 46.00	-
35	24" HDPE	EA	\$ 55.25	-
36	24" SLOPED END SECTION	LF	\$ 85.00	-
37	24" NYLOPLAST DOME INLET OR APPROVED EQUAL W/STRUCTURE	LF	\$ 2757.00	-
38	30" NYLOPLAST INLET OR APPROVED EQUAL W/STRUCTURE	LF	\$ 3350.00	-
39	CONNECT TO EXISTING STORM SYSTEM W/30" INLET	LF	\$ 8,500.00	-
40	CONNECT TO EXISTING STORM INLET	EA	\$ 1,500.00	-
FENCING IMPROVEMENTS				
41	DECORATIVE 8' HIGH WROUGHT IRON FENCE	LF	\$ 58.00	-
42	8' HIGH CHAINLINK FENCE	LF	\$ 22.00	-
43	DOUBLE SWING WROUGHT IRON GATE	LS	\$ 12,000.00	-
44	PARKING LOT GATE		\$ 12,000.00	-
OTHER IMPROVEMENTS				
45	PLAYGROUND AREA {c}	LS	\$ N/A	-
46	EROSION CONTROL	LS	\$ 12,000.00	-
47	CONSTRUCTION STAKING	LS	\$ 12,000.00	-

ALTERNATE 1

PARKING LOT IMPROVEMENTS - OPTION 2

		Unit	Unit Cost
PAVING IMPROVEMENTS			
1	TRUEGRID PRO PLUS (PS-FP-TIM) (24" X 24" X 1.8")(8" SUB-BASE MATERIAL)(8" LIME TREATED SUB-GRADE MATERIAL)(FILTER FABRIC - 60-MIL, POLY CHLORIDE (PVC) WATERPROOFING GEOMEMBRANE)(FILL MATERIAL) {a}	LS	\$ -
2	TRUEGRID SUPER SPOT (YELLOW AND ACCESSIBLE BLUE) {a}	LS	\$ -

- {a} REFER TO GEOTECHNICAL REPORT BY RABA KISTNER PROJECT NO. AMA17-034-00 FOR ALL PREPARATION REQUIREMENTS.
- {b} INCLUDES PARK STRIPING, EQUIPMENT, FOUNDATION AND LABOR FOR A COMPLETE IN PLACE AND OPERATIONAL PLAYING FIELD/COURT.
- {c} CONTRACTOR TO PRICE RUBBER MULCH FOR PLAYGROUND AND LABOR. CONTRACTOR TO COORDINATE WITH EXERPLAY, INC FOR EQUIPMENT AND PLACEMENT. REFER BELOW.

NOTE:

- 1 ALL ITEMS ARE TO BE PRICED TO BE COMPLETE IN PLACE AND FULLY FUNCTIONAL WITH ALL ASSOCIATED LABOR INCLUDED.
- 2 ALL MOBILIZATION, EXPECTED FEES AND PERMITS ARE TO BE PRICED UNDER VARIOUS BID ITEMS.
- 3 ALL ITEMS ON PLANS AND SPECIFICATIONS SHALL BE PRICED WITHIN THIS BID FORM.



Clore Equipment LLC
21220 FM 1420
Harlingen, TX 78550
(956) 748-4713 Office * (956) 748-4714 Fax

Today's Date 4/8/19	Quote # 180104
Change Request 016	

Job Specifications

County: Hidalgo City: Pharr
Control: c01759 Bid Date: 1/23/18
Project: Allen and William Arnold Estimator: Jessica Clore
Engineer: Halff Prime: Davila Construction
Description: Additional Chainlink Fence

As per your request, Clore Equipment, LLC respectfully submits the following proposal to provide the following. This bid is turnkey no individual components can be broken out of this estimate. The following bid doesn't include sales tax or bond cost. We respectfully request this bid become part of the construction contract if hired for this job. Our qualifications and exclusions are embedded in individual line items and at the end of this estimate. Please review carefully, and thank you for the consideration.

Scope of Work: Provide all labor, tools, equipment, materials, supervision, transportation, and insurance necessary to complete only the explicitly listed:

Item No.	Description	Unit	Qty	Unit Amount	Total Price
100	Additional Chainlink Fence	LF	95	\$ 22.00	\$ 2,090.00
200				\$	-
300				\$	-
400				\$	-
700				\$	-
				Total Job	\$ 2,090.00

Qualifications & Exclusions:

100
200
300
400
500
600
700

Prices are subject to change. Quote good for 30 days. Please sign and fax back if accepted.

Name: Jessica Clore

Signature: Jessica Clore
Date: April 8, 2019



AMENDMENT

Contractor: Davila Construction, Inc.

Amendment No.: 4

Project: Allen & William Arnold Splash Pad

Date: 5/6/2019

Project #C1718-01-510-0015

Notice to Proceed Date: _____

Amendment Amount: \$ (20,351.25)

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

(1) Reduce the contract amount by \$20,351.25. There are no adjustments to the Guaranteed Maximum Price as part of this change.

Reason for Amendment:

(1) The \$20,351.25 reduction in contract amount is to pay for Amendment No. 4 as shown on Exhibit A.

	Contract Price	Contract Time (Calendar Days)
Original Contract:	\$ 307,000.00	Original Completion Date: _____
Previous Amendment: (+/-)	\$ (48,408.51)	Additional Days: _____
This Amendment: (+/-)	\$ (20,351.25)	Revised Completion Date: _____
Revised Contract Amount:	\$ 238,240.24	

It is agreed by the Contractor that this Amendment 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 Amendment.

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

Accepted:

Davila Construction, Inc.

Contractor

Authorized Signature

Date

Recommended:

Half Associates, Inc.

Project Engineer

Authorized Signature

Date

Omar Anzaldúa Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Purchasing Director

Authorized Signature

Date

Edward M. Wylie

Deputy City Manager

Authorized Signature

Date

EXHIBIT A

Amendment No. 4 for the Allen & William Arnold Splash Pad (0015)

1. Transfer \$20,351.25 from contract sum to cover all costs for Amendment No. 4 at the various projects as follows:

0013 Dr. William Long Elementary Park Expansion: Add \$4,640

0014 Allen & William Arnold Park Improvements: Add \$9,301.25

0016 Pharr Nature & Birding Center: Add \$2,645

0023 Fire Station Number 4: Add \$3,765

Total Add: \$20,351.25

The total adjustment to the Contract Sum is **-20,351.25**.

There is no change to the Guaranteed Maximum Price.

There are no adjustments to the contract time.



AMENDMENT

Contractor: Davila Construction, Inc.

Amendment No.: 4

Project: Pharr Nature & Birding Center

Date: 5/6/2019

Project #C1718-01-510-0016

Notice to Proceed Date: 29-Mar-18

Amendment Amount: \$ 2,645.00

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

(1) Increase the contract amount by \$2,645. There are no adjustments to the Guaranteed Maximum Price as part of this change.

Reason for Amendment:

(1) The \$2,645 change order to the contract amount is an addition that restulated from a total of two change requests that are as follows: (a) two wrought iron doors for the restroom building, and (b) one cage to protect the electrical panel on the wall of the

	Contract Price		Contract Time (Calendar Days)
Original Contract:	\$ 2,000,000.00	Original Completion Date:	25-Oct-18
Previous Amendment: (+/-)	\$ 728,996.90	Additional Days:	109
This Amendment: (+/-)	\$ 2,645.00	Revised Completion Date:	11-Feb-19
Revised Contract Amount:	\$ 2,731,641.90		

It is agreed by the Contractor that this Amendment 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 Amendment.

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

Accepted:

Davila Construction, Inc.

Contractor

Authorized Signature

Date

Recommended:

Halff Associates, Inc.

Project Engineer

Authorized Signature

Date

Omar Anzaldúa Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Purchasing Director

Authorized Signature

Date

Edward M. Wylie

Deputy City Manager

Authorized Signature

Date



Davila Construction, Inc.
3400 N. McColl Rd.
Suite J
McAllen, TX. 78501
T: (956) 630-9433

Date: 03/04/2019

Projects:

0013- Dr. William Long
0014- Allen & William Arnold
0016- Nature & Birding Center

Description	Quantity	Unit Cost	Price
Wrought Iron Doors As Per Davila's Design Please refer to attachments.	6	\$1,005.00	\$6,030.00
		Total	\$6,030.00

Davila Construction, Inc. _____

A handwritten signature in blue ink, appearing to read "Luis Davila", is written over a light blue rectangular background.

Date: 03/04/2019



Clore Equipment LLC
21220 FM 1420
Harlingen, TX 78550
(956) 748-4713 Office * (956) 748-4714 Fax

Today's Date	Quote #
2/14/2019	180104
r1.03.04.19	Change Request
	010

Job Specifications

County: Hidalgo	City: Pharr
Control: c0161, c0159, c0158	Bid Date: 1/23/2018
Project: Allen and William Arnold, Dr. Long Elementary, and Pharr Nature birding Center	Estimator: Jessica Clore
Engineer: Halff	Prime: Davila Construction
Description: Wrought Iron Doors	

As per your request, Clore Equipment, LLC respectfully submits the following bid proposal to provide the following. This bid is turnkey no individual components can be broken out of this estimate. The following bid doesn't include sales tax or bond cost. We respectfully request this bid become part of the construction contract if hired for this job. Our qualifications and exclusions are embedded in individual line items and at the end of this estimate. Please review carefully, and thank you for the consideration.

Scope of Work: Provide all labor, tools, equipment, materials, supervision, transportation, and insurance necessary to complete only the explicitly listed:

Item No.	Description	Unit	Qty	Unit Amount	Total Price
100	Wrought Iron Doors As Per Davila's Design	EA	6	\$ 1,005.00	\$ 6,030.00
200				\$	-
300				\$	-
400				\$	-
500				\$	-
600				\$	-
700				\$	-
				Total Job	\$ 6,030.00

Qualifications & Exclusions:

100
200
300
400
500
600
700

Prices are subject to change. Quote good for 30 days. Please sign and fax back if accepted.

Name: Jessica Clore

Signature: Jessica Clore

Date: 03.04.2019



Davila Construction, Inc.
3400 N. McColl Rd.
Suite J
McAllen, TX. 78501
T: (956) 630-9433

Date: 03/04/2019

Projects:

0013- Dr. William Long
0014- Allen & William Arnold
0016- Nature & Birding Center

Description	Quantity	Unit Cost	Price
Panel Box Covers for restroom building Please refer to attachments.	3	\$635	\$1906.83
		Total	\$1,906.83

Davila Construction, Inc.  Date: 03/04/2019



Clore Equipment LLC
 21220 FM 1420
 Harlingen, TX 78550
 (956) 748-4713 Office * (956) 748-4714 Fax

Today's Date 2/14/2019	Quote # 180104
Change Request 010	

Job Specifications			
County:	Hidalgo	City:	Pharr
Control:	c0161, c0159, c0158	Bid Date:	1/23/2018
Project:	Allen and William Arnold, Dr. Long Elementary, and Pharr Nature birding Center		
Engineer:	Half	Estimator:	Jessica Clore
Description:	Redesign on Restrooms-Architectual Fee	Prime:	Davila Construction

As per your request, Clore Equipment, LLC respectfully submits the following bid proposal to provide the following. This bid is turnkey no individual components can be broken out of this estimate. The following bid doesn't include sales tax or bond cost. We respectfully request this bid become part of the construction contract if hired for this job. Our qualifications and exclusions are embedded in individual line items and at the end of this estimate. Please review carefully, and thank you for the consideration.

Scope of Work: Provide all labor, tools, equipment, materials, supervision, transportation, and insurance necessary to complete only the explicitly listed:

Item No.	Description	Unit	Qty	Unit Amount	Total Price
100	Wrought Iron Doors As Per Davila's Design	EA	3	\$ 1,677.61	\$ 5,032.83
200	Breaker Box Covers	EA	3	\$ 635.61	\$ 1,906.83
300				\$	-
400				\$	-
500				\$	-
600				\$	-
700				\$	-
Total Job					\$ 6,939.66

Qualifications & Exclusions:
100
200
300
400
500
600
700

Prices are subject to change. Quote good for 30 days. Please sign and fax back if accepted.

Name: _____

Signature: _____

Date: _____



AMENDMENT

Contractor: Davila Construction, Inc.

Amendment No.: 4

Project: Fire Station Number 4

Date: 5/6/2019

Project #C1718-01-510-0023

Notice to Proceed Date: 2-Feb-18

Amendment Amount: \$ 3,765.00

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

(1) Increase the contract amount by \$3,765 for a revised contract amount of \$2,073,765. There are no adjustments to the Guaranteed Maximum Price as part of this change.

Reason for Amendment:

(1) The additional \$3,765 to the contract is to (a) furnish and install locks on the kitchen cabinets, and (b) apply new epoxy metallic concrete seal.

	Contract Price	Contract Time (Calendar Days)
Original Contract:	\$ 1,500,000.00	Original Completion Date: 21-Dec-18
Previous Amendment: (+/-)	\$ 570,000.00	Additional Days: 0
This Amendment: (+/-)	\$ 3,765.00	Revised Completion Date: 21-Dec-18
Revised Contract Amount:	\$ 2,073,765.00	

It is agreed by the Contractor that this Amendment 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 Amendment.

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

Accepted:

Davila Construction, Inc.

Contractor

Authorized Signature

Date

Recommended:

The Warren Group Architects, Inc.

Project Architect

Authorized Signature

Date

Omar Anzaldúa Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Purchasing Director

Authorized Signature

Date

Edward M. Wylie

Deputy City Manager

Authorized Signature

Date



Davila Construction, Inc.
 3400 N. McColl Rd.
 Suite J
 McAllen, TX. 78501
 T: (956) 630-9433

Date: 03/18/2019

Project:

0023 – Pharr Fire Station South No. 4
 10801 S. International Dr.
 Pharr, Tx. 78577

Description	
Furnish and install Cabinet Locks as noted on RFP No. 5 drawings in the following areas. (each cabinet set is keyed alike, and each column is keyed differently)	\$265.00

Davila Construction, Inc. _____ Date: _____

The Warren Group Architects, Inc: _____ Date: _____

City of Pharr: _____ Date: _____

Price is only valid for 30 days.

RPM Manufacturing, LLC

Millwork and Casework
HUB Certified

March 14, 2019

Davila Construction, Inc.

RE: City of Pharr Fire Station #4
RFP No. 5

Victor Vargas,

Enclosed is the cost to furnish and install Cabinet Locks as noted on RFP No. 5 drawings in the following areas. (each cabinet set is keyed alike and each column is keyed differently)

1. Kitchen 111
 - a. 6 locks
 - b. 6 elbow catches

The total sum of \$ 265.00

Acknowledge Addendum: None

Not Included: AWI Certification, AWI Certification Labels, Taxes, Demolition, Repairs to Other Millwork.

Respectfully,

Jaime A. Paredes

1100 J&B Dr.
San Benito, Texas 78586

Ph: 956-361-5200
Fax: 956-361-5204



1801 South 2nd Street, Ste. 330 McAllen, TX 78503

REQUEST FOR PROPOSAL

PROJECT: Pharr Fire Station No 4
10801 S. International Dr.
Pharr, Texas 78577

REQUEST FOR PROPOSAL: NO. 5

OWNER: City of Pharr
118 S. Cage Blvd
Pharr, Texas 78577

DATE OF ISSUANCE: March 13, 2019

TO: Davila Construction, Inc.
3400 N. McColl Rd.
McAllen, Texas 78501

ARCHITECT: The Warren Group Architects, Inc.
1801 S. 2nd Street, Suite 330
McAllen, Texas 78503

General Contractor to please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 3 days or notify Architect in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Item No. 1: As requested by the City of Pharr Fire Chief, please provide cost to furnish and install locks to the pantry millwork on Kitchen 111. (2) Locks per Column, top and bottom doors to be keyed alike. Each column to be keyed different from the other two columns. Reference attached detail dated 03/13/2019.

THE WARREN GROUP ARCHITECTS, INC.

A blue ink signature of Laura Nassri Warren, written in a cursive style, is positioned above a horizontal line. Below the line, the text "Laura Nassri Warren, AIA" is printed in a black, sans-serif font.

Laura Nassri Warren, AIA



Attachments:

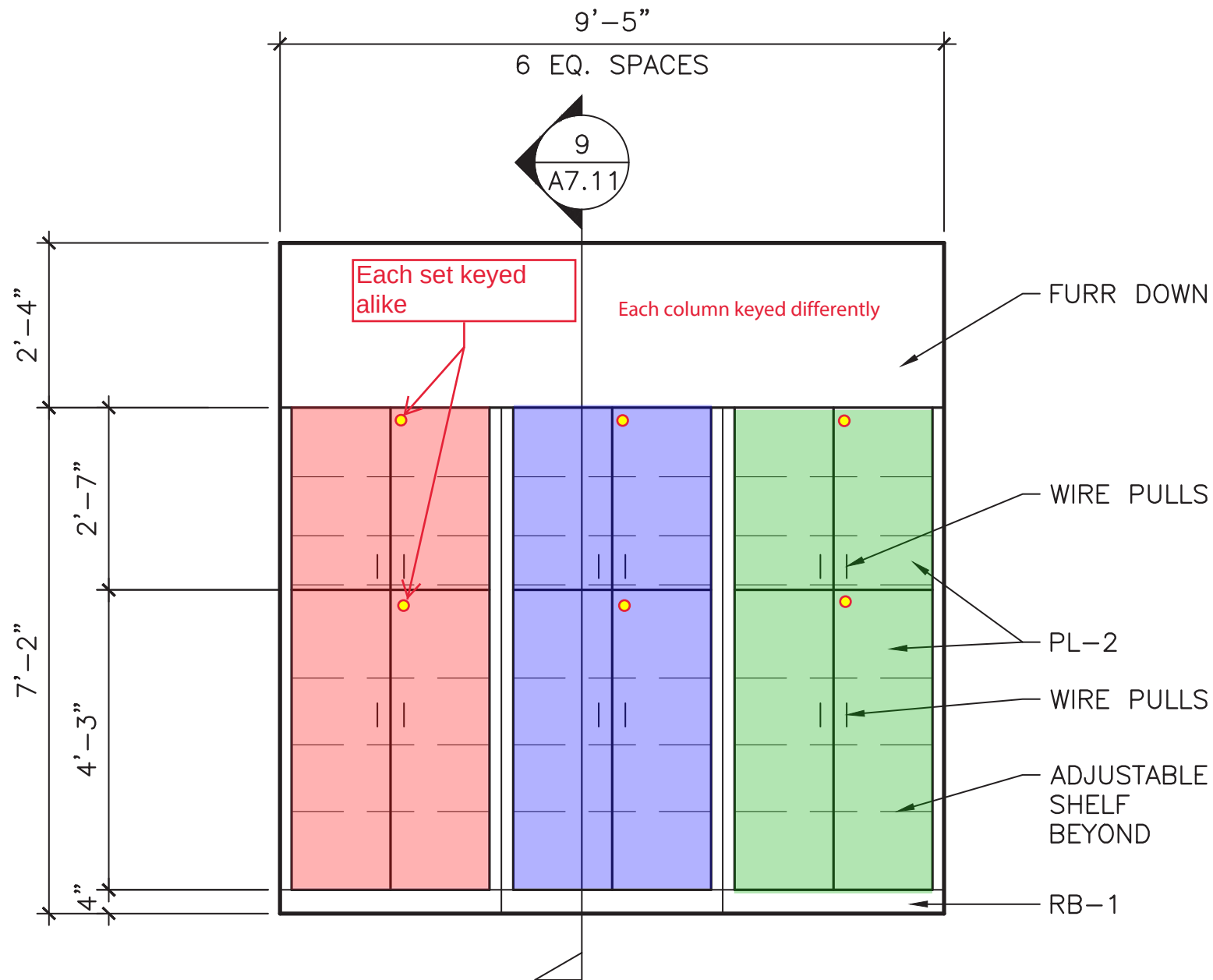
PDF: 8.5"x11" Detail 2/A7.11 dated 03/13/2019

ARCHITECT'S REQUEST FOR PROPOSAL No. **5**
Pharr Fire Station No 4

Distribution:

Victor Vargas, Davila Construction

Tommy Canul, NM Contracting
File



MILLWORK ELEVATION

KITCHEN 111

2

SCALE: 3/8"=1'-0"

MWORK_ELEV_001



Royal Flooring & Carpets LLC DBA Royal Carpets & Service

Serving the Valley Since 1966

618 W Ferguson Avenue

Pharr TX 78577

Ph: 956-782-8600 Fax: 956-702-3232

E-mail: Royalcpt@yahoo.com

www.royalcarpetsrgv.com

All material is to be as specified, the work below will be performed in accordance with the drawings and specifications submitted for this work. Work to be completed in a substantial workmanlike manner.

Any alteration or derivation from specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry Fire, Tornado, and all Other necessary Insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Royal Carpet & Service. If Payment not Applied within a Timely Manner to Terms of this Proposal. Liens will be submitted to Client and Project Location. This Proposal may be Withdrawn by Royal if not Accepted within 15 days.

Proposal

Date

Proposal No.

4/30/2019

1792

Name / Address

Davila Construction, Inc

3400 N. McColl Rd.

Suite J

McAllen, Tx 78501

P.O. No.

Terms

ETA

Net 20

5-7 Days

Project Location

Pharr Fire Station #4

10801 S. International Dr.

Pharr, Tx 78577

Description

Qty

Rate

Total

SCOPE: Est. Footage 4500s/f Interior
*Royal will Proceed in Sanding Existing Clear Coating with 20"-60 Grit Aluminum Oxide Disc to Create Necessary Profile for adhesion on New Epoxy Metallic system
*Apply 15 mils of Epoxy Metallic Color Requested
*Apply Top-Coat of MPE 100% Solid Epoxy
*Apply Final Coat of CRU Urethane

NOTES

Royal will Provide the Color Request to the Interior Concrete Floor Area

(Color Requested Americana #P1240)

Royal will Continue with the Clear Concrete Sealer to the Exterior Floor Area

Concrete Flooring Solutions Will Provide a (1) Year Warranty on All Material and Labor from the date of final Installation.

This does not Include Abnormal Wear or outright neglect of System

Thank you,
Paul Soliz III
Estimator

3,500.00

3,500.00

Total

\$3,500.00

Print :

Signature :

Date :

Project Location :

CMAR Projects
Contract No. 1

Project	CMAR FEE (12.5%)	Construction Cost	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Original GMP	Revised GMP
Ford Elementary	\$ 112,500.00	\$ 787,500.00	(\$900,000.00)				\$ 900,000.00	\$0.00
Dr. Long	\$ 187,500.00	\$ 1,312,500.00	\$0.00	\$166,508.06	\$28,561.15	\$4,640.00	\$ 1,500,000.00	\$1,699,709.21
Allen & Williams	\$ 275,000.00	\$ 1,925,000.00	\$0.00	\$161,714.00	\$33,451.46	\$9,301.25	\$ 2,200,000.00	\$2,404,466.71
Splash Park	\$ 38,375.00	\$ 268,625.00	\$0.00		(\$48,408.51)	(\$20,351.25)	\$ 307,000.00	\$238,240.24
Pharr Birding Center	\$ 250,000.00	\$ 1,750,000.00	\$690,000.00	\$52,601.00	(\$13,604.10)	\$2,645.00	\$ 2,000,000.00	\$2,731,641.90
Cesar Chavez Park	\$ 162,500.00	\$ 1,137,500.00	(\$1,300,000.00)				\$ 1,300,000.00	\$0.00
Newcomb Park	\$ 50,000.00	\$ 350,000.00	\$1,200,000.00	(\$223,823.06)			\$ 400,000.00	\$1,376,176.94
Jones Box Park Splash Park	\$ 38,375.00	\$ 268,625.00	\$0.00	(\$157,000.00)			\$ 307,000.00	\$150,000.00
Victor Garcia Park Skate Park	\$ 25,000.00	\$ 175,000.00	(\$200,000.00)				\$ 200,000.00	\$0.00
South Fire Station	\$ 187,500.00	\$ 1,312,500.00	\$570,000.00			\$3,765.00	\$ 1,500,000.00	\$2,073,765.00
North Side Fire Station	\$ 187,500.00	\$ 1,312,500.00	(\$570,000.00)				\$ 1,500,000.00	\$930,000.00
Sub Total	\$ 1,514,250.00	\$ 10,599,750.00	(\$510,000.00)	\$0.00	\$0.00	\$0.00	\$ 12,114,000.00	\$11,604,000.00

Contract No. 2

Project	CMAR FEE (14%)	Construction Cost	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	GMP	Revised GMP
Civic Center Renovations	\$ 490,000.00	\$ 3,010,000.00	(\$300,000.00)	N/A			\$ 3,500,000.00	\$3,200,000.00
Parks Maintenance Bldg.	\$ 105,000.00	\$ 645,000.00	(\$390,000.00)	N/A			\$ 750,000.00	\$360,000.00
Subtotal	\$ 595,000.00	\$ 3,655,000.00	(\$690,000.00)				\$ 4,250,000.00	\$3,560,000.00

Grand Total

Original
\$ 16,364,000.00

Revised
\$15,164,000.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: April 30, 2019

MEETING DATE: May 6, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on purchasing Ten (10) 2019 Police Chevrolet Tahoe Police Pursuit Vehicles using the Tarrant County CO-OP # 2019-014. (Project Number #1819-01-512-P016-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department

What: Purchase of Ten (10) 2019 Police Chevy Tahoe Police Pursuit Vehicle

Where: Tarrant County, TX

When: May 6, 2019

Why: Police Units are needed to replace older units and upgrade units.

Financial Consideration: Capital Outlay Account 8803: \$ 320,000.00 budgeted for Ten (10) 2019 Chevrolet Tahoe Police Pursuit Vehicle. Current purchase will be 317,010.00.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative is to not approve the purchase.

ROUTING:

Jose Luengo

Veronica Gutierrez

Karla Moya

City Management Office

Created/Initiated - 4/30/2019

Approved - 4/30/2019

Approved - 5/1/2019

Final Approval - 5/1/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: May 1, 2019

MEETING DATE: May 6, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Aldana Engineering & Traffic Design, LLC. for Professional Engineering design services for a new Traffic signal at the intersection of Jackson Rd. and Minnesota Rd.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: TXDOT has requested the City to prepare a design for a new traffic signal at the intersection of Jackson Rd. and Minnesota Rd. TXDOT has received funding for these improvements and the traffic signal construction will be fully funded by TXDOT.

The project is anticipated to be bid out in the fall of 2019.

Financial Consideration: Estimated Fee \$17,000

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Aldana Engineering & Traffic Design, LLC. from Weslaco, TX, for Professional Engineering design services for a new Traffic signal at the intersection of Jackson Rd. and Minnesota Rd.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Patricia Rigney
Veronica Gutierrez
Karla Moya

Created/Initiated - 5/1/2019
Approved - 5/1/2019
Approved - 5/2/2019
New -

City Management Office



***A*LDANA ENGINEERING & TRAFFIC DESIGN, LLC**

ENGINEERING CONSULTANTS

May 01, 2019

Mr. Omar Anzaldúa, Jr., P.E.
City Engineer
City of Pharr
118 S. Cage Blvd
Pharr, Texas 78577

RE: *Traffic Engineering Services Proposal*
Jackson Rd (FM 3362) at Minnesota Rd/Violet Ave

Dear Mr. Anzaldua,

ALDANA ENGINEERING & TRAFFIC DESIGN (AETD) is pleased to submit this **revised** proposal for traffic engineering services relating to the preparation of Plans, Specifications and Estimate for the design of traffic signal improvements at the intersection of Jackson Rd (FM 3362) and Minnesota Rd/Violet Ave in the City of Pharr, Texas.

AETD will perform Traffic Engineering Services as detailed in Attachment No. 1 - **Scope of Services**.

SCHEDULE

It is estimated that this project can be completed within four weeks from the date a written notice to proceed is received. A more detailed schedule is included in Attachment No. 2.

COMPENSATION

The total lump sum fees for this traffic engineering service are detailed in Attachment No. 3.

I would like to thank you for the opportunity to provide this proposal. If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

***A*LDANA ENGINEERING & TRAFFIC DESIGN, LLC**

Albert J. Aldana, P.E.
Project Manager

ATTACHMENTS: Attachments 1-3

ATTACHMENT NO. 1

Scope of Services

The following provides an outline of the services to be provided by the ENGINEER (Aldana Engineering & Traffic Design) in developing Plans, Specifications and Estimate (PS&E) for the proposed construction of traffic signal improvements at the intersection of Jackson Rd (FM 3362) and Minnesota Rd/Violet Ave in the City of Pharr, Texas.

The Engineer will prepare Plans, Specifications and Estimate for the design of traffic signal improvements in accordance with TxDOT Standards. The City of Pharr will submit the proposed plans to TxDOT Pharr District for inclusion into a larger PS&E project that will be let later this year.

The Engineer shall perform several engineering tasks necessary to complete this PS&E Project. The Engineer will perform the following tasks:

Task A – Traffic Data Collection

The Engineer will perform traffic movement counts during the AM and PM peak hours for the following intersection:

- Jackson Rd at Minnesota Rd/Violet Ave

The data will be presented in a table form, tabulated in 15-minute intervals, indicating all the turning movements during the AM and PM peak periods. Counts will be performed during typical weekday peak hours.

The Engineer will also collect existing lane geometry and other roadway information. This information will be used for development of initial traffic signal phasing and timing plans.

Task B – Preliminary Engineering

The Engineer will perform a topography survey of the intersection. The topo survey will include the following items:

- Existing roadways
- Existing Curb & Gutter
- Drainage Structures
- Existing Utilities (Under and Above Ground)
- Existing Driveways
- Existing Sidewalks
- Existing Signal Poles
- No boundary survey included

The topo survey does not include boundary/ROW. The Engineer will utilize the topo survey in the development of existing condition diagrams. This will enable the Engineer to assess any potential conflicts that may exist with proposed traffic signal improvements. The Engineer will use the existing conditions layout as a base for the development of a preliminary improvement layout for review and approval.

Task C – Traffic Signal Design PS&E

The Engineer shall prepare plans and detailed drawings for traffic signal improvements at the intersection of Jackson Rd at Minnesota Rd/Violet Ave.

This existing intersection presently has an overhead flashing beacon. Two existing signal poles will remain, and two additional signal poles will be added. The proposed traffic signal will include span wired signals, traffic signal controller & cabinet, foundations, the use of VIVDS for vehicle detection, LED lenses for all vehicular and pedestrian signal heads, countdown type pedestrian signal indications, and curb ramps that adhere ADA requirements, if necessary.

Traffic Signalization plans shall be designed in conformance with TxDOT and City requirements, including any appropriate Americans with Disabilities Act (ADA) design considerations. The Engineer's plan layouts shall be prepared in English units on 1"= 50' half scale single-banked drawings for traffic signals. Traffic signal plans shall generally consist of the following drawings:

- **Plan Layouts**
- **Traffic Signal General Notes**
- **Traffic Signal Basis of Estimate**
- **Standard Detail Drawings**
- **Cost Estimate**
- **Electrical Service Data & Summary**

The Engineer will also include drawings depicting all existing and proposed permanent pavement markings. Engineer shall design permanent signing and marking in accordance with the ***Latest Edition*** of the *Texas Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways*. Pavement marking plan layouts shall be prepared in English units on 1" = 50' half scale double-banked drawings. All striping material shall be specified as thermoplastic, and buttons graphically depicted independent of thermoplastic stripe. Permanent signing and striping design shall consist of the following drawings:

- **Signing and Marking Layouts**
- **Intersection Marking Details**
- **Pavement Marking Basis of Estimate**
- **Small Sign Summary**
- **Small Signs to be Removed Summary**
- **Standard Detail Drawings**
- **Specification Data & Cost Estimate**

The Engineer will make the following project submittals for this Traffic Signal PS&E Project:

1. **60% Review Plan Submittal** – Engineer will provide two (2) copies of the following components that will comprise a 60% completion level:
 - a. Title Sheet with project location map, all standards and plan sheets identified on Index of Sheets.

- b. Consolidated Summary showing bid items. This sheet will indicate Electrical Service Data Table with applicable information filled in.
 - c. Plan layouts will contain estimated quantity boxes with appropriate bid item descriptions, conduit runs clearly labeled, and filled-in conduit run tables.
 - d. A preliminary construction cost estimate will be provided.
 - e. First draft of technical specifications will be provided.
 - f. First draft of general notes.
2. **90% Review Submittal** – Engineer will provide two (2) copies of the following components that will comprise a 90% completion level:
- a. Plans will be mostly completed including quantities. All data tables, consolidated summaries and plan sheet estimated quantities will be complete and filled in.
 - b. *General Notes, Technical Specifications* and *construction cost estimate* will be provided for review.
3. **100% Submittal**
- a) Engineer will provide three (3) copies of final 11"x17" set of plans.
 - b) Engineer will provide three (3) copies of technical specifications.
 - c) Engineer will provide one (1) CD containing an electronic copy of plans.

Task D - Bidding Services

TxDOT will let this project and as a result bidding services are not required for this project.

Task E - Construction Support Services

Construction support services will not be required for this project. TxDOT will be overseeing the construction of the project.

ATTACHMENT NO. 2
Time Schedule

A project timeline has not been provided to the Engineer to meet the proposed TxDOT project letting date. However, the ENGINEER will adhere to any reasonable timeframe for submittal of final plans to TxDOT. This is a standard timeline for completion of the services outlined herein.

Task A – Traffic Data Collection– 3 Business Days

Task B – Preliminary Engineering – 15 Business Days

Task C – Traffic Signal Design PS&E – 15 Business Days

ATTACHMENT NO. 3
Fee Schedule

Payment shall be based on each task completed:

Task A – Traffic Data Collection – \$1,000.00

Task B – Preliminary Engineering – \$3,500.00
Topo Survey - \$2,000.00
Conditions Layout - \$1,500.00

Task C – Traffic Signal Design PS&E – \$12,500.00

Total Fees: \$17,000.00

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

§

CITY OF PHARR

§

§

COUNTY OF HIDALGO

§

§

This AGREEMENT is between **Aldana Engineering & Traffic Design, LLC.** (hereafter referred to as "ENGINEER"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ENGINEER is hereby authorized to perform professional services in connection with **Traffic Signal Design at Jackson Rd. & Minnesota Rd.**, hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, Texas 78577

Project: **Jackson Rd & Minnesota Rd. Traffic Signal Improvements**

Project Location: Pharr, Texas

Section 1

General Scope of Services and Project Description

This AGREEMENT is based on providing the following services for the Project as described in Exhibit A-Scope of Services. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

NOTICE: ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.

Section 2

Representations and Warranties

By executing this AGREEMENT the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

Section 3

Engineer Insurance and Indemnification

3.1 ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Engineer shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Engineer shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.
- (4) *Professional Liability Coverage.* Engineer shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents,

employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) Endorsements. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.
- (3) Any failure of ENGINEER to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.
 - (a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.

- (c) *Verification of coverage.* Engineer shall provide certificates of insurance with copies of original endorsements to CLIENT as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Engineer. At the request of CLIENT, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and terminate automatically at the completion of the project in accordance with the time schedule set forth in Exhibit B-Work Schedule or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services as described in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **(\$17,000) Seventeen Thousand Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include

postage, FedEx, UPS, DHL or any overnight delivery services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ENGINEER, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

8.2 ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

8.7 ENGINEER shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

8.8 ENGINEER acknowledges that ENGINEER's skill and expertise is a material consideration for CLIENT entering into this AGREEMENT. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-consultant (s).

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 WAIVER. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality

and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

11.3 The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

11.4 The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or

Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the CLIENT and ENGINEER and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Aldana Engineering & Traffic Design, LLC,
720 S. Texas
Weslaco, Texas 78596**

**Albert J. Aldana, PE
ENGINEER**

By: _____
Signature
ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

Alex Meade,
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: April 22, 2019

MEETING DATE: May 6, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Memorandum of Understanding with South Texas College (STC) for the police academy/basic peace officer certification.

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 South Texas College.

What: Agreement with South Texas College to follow course requirements specified by the Texas Commission on Law Enforcement (TCOLE) and operated under the City of Pharr Police Department Academy contract with TCOLE.

Where: Regional Center for Public Excellence Center (RCPSE) Pharr, TX 78577

When: Agreement will be effective upon the last date of execution hereof by the parties.

Why: The Pharr Police Department and South Texas College have a partnership that will assist the region in providing training and education opportunities in the Basic Peace Officer Certification program.

Financial Consideration: N/A

Staff Recommendation: I recommend approval.

Alternatives: The alternative is not to approve the MOU.

ROUTING:

Jose Luengo

Created/Initiated - 4/22/2019

Jose Luengo

Approved - 4/22/2019

Patricia Rigney

Approved - 4/23/2019

City Management Office

Final Approval - 5/1/2019

Memorandum of Understanding
Between
South Texas College
And
City of Pharr, Texas
City of Pharr Police Department

Police Academy/Basic Peace Officer Certification

I. Background and Purpose

This Memorandum of Understanding (the “MOU”) is made between South Texas College (“STC”) and the City of Pharr (“City”), through the City’s Police Department (“Pharr PD”) (STC and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”) STC requires the use of Pharr PD’s license from the Texas Commission on Law Enforcement (“TCOLE”) in connection with the operation and administration of STC’s Police Academy at the Regional Center for Public Safety Excellence (the “Center”) and to provide training and education to students as part of the Basic Peace Officer Certification Program (the “Program”). In addition, as required by the TCOLE curriculum and in order to carry out the Program, STC’s Police Academy requires the use of the target range owned by Pharr PD.

STC has been using Pharr PD’s TCOLE license since September 2011. STC’s Law Enforcement Program has graduated 32 peace officers who have earned AAS degrees and has issued a Basic Peace Officer Certificate to 177 cadets. This MOU will allow the continued close working relationship between STC and Pharr PD and will help ensure STC’s access to the TCOLE license and to the City’s facilities in order to conduct the training required for the operation of the Police Academy.

This MOU has two primary objectives with respect to the Program. The first is to establish the respective responsibilities of the Parties to this MOU. The second is to ensure that the Parties understand how their respective roles support each other while following the procedures set forth in this MOU.

The Program will follow the course requirements specified by TCOLE and operated under the Pharr PD academy contract with TCOLE. This MOU does not encompass the continuing education program provided through the Center to current law enforcement officers in the Rio Grande Valley.

II. Requirements to Become a Texas Peace Officer

The Parties acknowledge that students in the Program are subject to the following requirements to become a licensed peace officer in the state of Texas:

1. Compliance with the minimum standards for enrollment and initial licensure;
2. successful completion of the basic licensing course;
3. passing of the state licensing examination; and
4. appointment by a law enforcement agency.

III. College Academic Credit

The Parties acknowledge and agree that students graduating from the Program will be eligible to receive from STC twenty-four (24) credit hours upon completing an additional six (6) credit hours of STC courses in the Associate of Applied Science – Law Enforcement program.

IV. Role of South Texas College

1. Designate the program chair to serve as the liaison between STC and Pharr PD in accordance with STC's Board-approved policies and organizational structure.
2. Oversee the implementation of the Program curriculum based on TCOLE standards as well as recommendations to the design of the curriculum provided by the Pharr Police Advisory Committee.
3. Employ for the Program TCOLE-qualified instructors who also meet STC credentialing requirements and who shall be considered for employment through the evaluation by a committee that includes representatives from Pharr PD.
4. Recruit and pre-screen potential students in accordance with TCOLE and Pharr PD requirements.
5. Register students participating in the Program and provide Pharr PD with official class rosters.
6. Provide Pharr PD with the final grade, clearance letter, and exams of all students who have consented to a release of this information.
7. Provide students with the opportunity to prepare and submit faculty evaluations at the end of each semester and share the results with Pharr PD.
8. Oversee the preselection process, student registration, and enrollment in the Program.
9. Coordinate, where applicable, the financial aid process for STC.
10. Collect tuition and fees from all students and apply waivers, where appropriate, in accordance with state law for employed candidates.

Comment [TN1]: I don't understand this sentence as it relates to the waivers.

IV. Role of the City of Pharr and the Pharr Police Department

Comment [TN2]: Isn't this the same as 3?

1. Designate a representative from Pharr PD to serve as a liaison between Pharr PD and STC.
2. Serve, along with STC, in an advisory capacity including the review of syllabi and instructional materials for all Program coursework, beyond TCOLE requirements.
3. Observe classroom instruction and provide feedback to STC.
4. Address and reasonably accommodate all TCOLE requirements, including the Police Academy's use of Pharr PD's facilities.
5. Designate a representative from Pharr PD to serve on STC's instructor search committees. Review and comment on job descriptions and applications in connection with the employment of Program instructors.
6. Provide to STC a letter of clearance for each student in the Program related to criminal histories, physical aptitude, psychological fitness, urinalysis, and any other required tests; the clearance letters shall be provided no fewer than 30 days before the commencement of a Program session and Pharr PD shall serve as the custodian of those records.
7. At the end of each Program session, following receipt and evaluation of student records, provide those students who have completed the coursework with the endorsement necessary to take the TCOLE peace officer exam.
8. Allow use of the Pharr PD target range to provide weapons training to students.
9. Ensure compliance with STC Policy 6326 (Concealed Carry and Weapons on Campus) as it applies to students and personnel when accessing STC property and facilities.
10. Ensure compliance with all STC policies applicable to students to the extent such policies are not in conflict with TCOLE requirements.

V. Termination and Modification

1. This MOU is effective upon signature and shall continue in effect until _____, 20__ unless earlier terminated pursuant to its terms. To be effective and binding, any request for modifications, amendments and/or extensions of this MOU must be mutually agreed upon, submitted in writing, and signed by the Parties hereto.
2. If a Party materially fails to perform its duties and obligations in accordance with the terms of this MOU, the other Party may terminate this MOU upon ten (10) days' advance written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured before the end of the 10-day period.
3. Either Party may terminate this MOU for convenience by giving thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, if a Program training course is in session during the time the notice of termination is issued, termination under this paragraph shall become effective only upon the completion of the training course.

VI. Acknowledgements

1. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the activities, efforts or services arising under the terms of this MOU.
2. This MOU is intended solely for the benefit of each of the Parties hereto and does not confer third-party beneficiary rights upon any other person.
3. A waiver by any Party of any breach of any of the terms or conditions of this MOU shall not be construed as a waiver of any succeeding breach. All rights, remedies and obligations contained in this MOU shall be cumulative and shall not be in limitation of any other right, remedy or obligation of any party. If any provision of this MOU, as applied to any party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this MOU or the validity or enforceability of this MOU.
4. This MOU constitutes the complete agreement between Parties relating to the subject matter herein and describes all prior and contemporaneous proposals, agreements, understandings, representations, and communications, whether oral or written, relating to the subject matter herein.
5. Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.
6. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

The following Parties attest to the contents of this MOU and agree to implement the provisions contained herein.

South Texas College

Shirley A. Reed, M.B.A, Ed.D.
President

Date

City of Pharr

Alex Meade
City Manager

Date

Pharr Police Department

Jose Luengo
Chief of Police

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: April 30, 2019

MEETING DATE: May 6, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Emergency
Management

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between City of Pharr and American Red Cross.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: MOA between the City of Pharr and The American Red Cross, as it pertains to services provided during disasters or no notice events that affect the citizen of Pharr

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez
Edward Wylie
City Management Office

Created/Initiated - 4/30/2019
Approved - 5/1/2019
Final Approval - 5/1/2019

Memorandum of Understanding

Between

The American Red Cross

and

City of Pharr, Texas

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") the City of Pharr, Texas, its lead Emergency Management agency (hereinafter "City of Pharr Emergency Management"), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and City of Pharr Emergency Management in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the City of Pharr to the community and other agencies.

II. Parties

A. City of Pharr

Texas Government Code Chapter §418.043– Authorizes the Texas Department of Emergency Management to adopt standards and requirements for local and inter-jurisdictional emergency management plans.

Texas Administrative Code Title 37, part 1, Chapter 7, Subchapter B, Rule §7.12 – Specifies requirements for local and inter-jurisdictional emergency management.

B. American Red Cross

1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter,

MOU Between: The American Red Cross and City of Pharr, TX

Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

**For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to county judges, other local county officials, and City officials of the City of Pharr and will share operating plans, priorities and objectives with the delegated emergency management staff of the City of Pharr.

City of Pharr recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

City of Pharr recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and City of Pharr Emergency Management will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the City of Pharr.
2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
4. During a disaster or emergency situation, the Red Cross will, at the request of the City of Pharr Emergency Management, provide liaison personnel to City of Pharr Emergency Management Emergency Operations Center. City of Pharr Emergency Management Agency will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. City of Pharr Emergency Management will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with City of Pharr Emergency Management.

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6. The City of Pharr's Emergency Management will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement called "Facility Use Agreement" with the facility owner.
7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within the City of Pharr will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the City of Pharr Emergency Management and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within City of Pharr.
12. City of Pharr Emergency Management recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, City of Pharr Emergency Management will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
13. Both parties agree not to use or display any trademarks of the other without first receiving the express written per Pharr to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.

14. The Red Cross will support City of Pharr in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
15. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
16. Widely distribute this MOU within the Red Cross and City of Pharr Emergency Management departments and administrative offices and urge full cooperation.
17. Regarding the provision of security personnel at a mass care facility:
 - a. DR (Initial) Yes, City of Pharr will provide security personnel (peace officer).
 - b. _____ (Initial) No, City of _____ will not assign security personnel (peace officer).

IV. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

V. Term and Termination.

This MOU is effective as of May 6, 2019. It expires on May 6, 2021. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

VI. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to

MOU Between: The American Red Cross and City of Pharr, TX

bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

MOU Between: The American Red Cross and City of Pharr, TX

Signature Page

City of Pharr Emergency
Management

The American Red Cross

By: _____
(Signature)

Name: _____

Title: _____

Date _____

Contact information

Telephone: _____

E-mail: _____

By: _____
(Signature)

Name: Lina Mendez Romero

Title: Disaster Program Manager

Date: _____

Contact information

Telephone: (956) 607-4100

E-mail: Lina.Mendezromero@redcross.org