



**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
THURSDAY, SEPTEMBER 19, 2019**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. 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 board.
- B) Pledge of Allegiance/Invocation.

2. PROCLAMATIONS:

- A) Proclamation proclaiming National Day of Remembrance Day for Murder Victims.
- B) Proclamation proclaiming Manufacturing Day.

3. PUBLIC TESTIMONY: (Ordinance No. O-2019-30). *A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

4. PUBLIC HEARINGS: (Ordinance No. O-2019-31). *A registered speaker during the public hearing may not exceed 1.5 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.*

A) **Public Hearing:** Solicitation of comments from the general public on 2019 Edward Byrnes Memorial Justice Grant. (POLICE)

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

A) Submission of Sales Tax Collection Report for September 2019.

B) Submission of Tax Collection Report for August 2019.

C) City Events of Interest.

6. 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 September 3, 2019 Regular Called Meeting and September 9, 2019 Special Called Meeting. (ADMINISTRATION)

B) Consideration and action on application for street closure for IDEA Owassa (IDEA Public Schools) Walk-A-Thon on Saturday, September 28, 2019 from 7:30 a.m. to 9:45 a.m. (ADMINISTRATION)

C) Consideration and action authorizing City Manager to advertise for Request for Proposals for Aggregate and Individual Stop Loss Insurance for Self-Funded Medical Plan. (Project 1819-01-526-S038-047) (HR)

D) Consideration and action ratifying one-year extension agreement with South Star Security for Pharr Events Center in-house security services. (Project No.1819-01-530-IPQ018-001) (EVENTS CENTER)

E) Consideration and action authorizing City Manager to extend the Supply Contract with Lhoist North America of Texas, Ltd. for Type B Lime Slurry. (Project #1819-01-517-SP001-001) (PURCHASING)

F) Consideration and action authorizing City Manager to extend contract with Ceres Environmental Services, Inc. for catastrophic event debris removal services. (Project No. 1415-01-517-0022) (PUBLIC WORKS)

G) Consideration and action, if any, on renewal of PEDC II line of credit with Lone Star National Bank. (PEDC II)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance adopting Tax Rate for FY 2019-2020. (***Adoption on 1st Reading***) (FINANCE)

B) Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2019 ending September 30, 2020 (***Adoption on 1st Reading***). (FINANCE)

C) Consideration and action, if any, on Ordinance adopting Adverse Incident Pay Policy. (***1st Reading***) (HR)

D) Consideration and action, if any, on Ordinance repealing Ordinances O-2011-27 and O-2011-52 renaming Newcombe Ave. to its original street name Park Ave. (***1st Reading***) (DEVELOPMENT SERVICES)

E) Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-37 (rental of city facilities). (***2nd Reading***) (PARKS)

F) Consideration and action, if any, on Resolution for nomination of candidate(s) to the Hidalgo County Appraisal District Board of Directors for 2020-2021. (ADMINISTRATION)

8. ADMINISTRATIVE:

A) Consideration and action, if any, approving budget for Pharr Economic Development Corporation II for FY 2019-2020. (FINANCE)

B) Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 1 for FY 2019-2020. (FINANCE)

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C) Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 2 for FY 2019-2020. (FINANCE)

D) Consideration and action, if any, approving budget for Pharr Housing Finance Corporation for FY 2019-2020. (FINANCE)

E) Consideration and action, if any, approving budget for Pharr Housing Finance Corporation Jackson Place Apartments for FY 2019-2020. (FINANCE)

F) Consideration and action, if any, authorizing CAXCAN S.A de C.V Ingenieros Civiles to conduct field studies and conceptual plan cost estimates for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico. (Project # 1819-70-510-S034-001) (BRIDGE)

G) Consideration and action, if any, on Change Order No. 1 for the Las Milpas Road Left Turn Lane Construction Project. (Project No. 1819-39-510-C009-516) (ENGINEERING)

H) Consideration and action, if any, rejecting sole bid for the Pharr Port of Entry Northbound Lanes Expansion and 2nd BSIF Exit and authorize City Manager to re advertise for bids. (CSJ# 0921-02-385 & 0921-02-383) (ENGINEERING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on agreement between Pharr Public Safety Communications and the Texas Department of Public Safety for Texas Law Enforcement Telecommunications Systems (TLETS) (COMMUNICATIONS)

B) Consideration and action, if any, on agreement between the City of Pharr and the Pharr Community Theater FY2019-2020. (Project #1718-01-520-IPQ054-001) (LIBRARY)

C) Consideration and action, if any, on renewal of Product License Agreement with Nearmap US Inc. for high resolution aerial imagery. (Project #1718-01-528-IPQ049-001) (ENGINEERING)

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D) Consideration and action, if any, authorizing City Manager to enter into a contract with Tyler Technologies, Inc. for subscription services for the MyCivic 311 mobile application, Sourcewell Contract#110515-TTI. (Project #1819-01-518-IPQ070-003) (IT)

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

Pursuant to Section 551.072, the Board 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 Board 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 Board 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 Board 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.

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Pursuant to Section 551.087, the Board 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 16th day of September 2019 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 16th day of September 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 National Parents Of Murdered Children (POMC) established September 25th as National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007, and the U.S. House of Representatives on May 14, 2007; and

WHEREAS, POMC believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families and communities in Texas (i.e., El Paso Mass Shooting) and the nation is an essential way of promoting public awareness and remembering our loved ones; and

WHEREAS, in 2018, there were an estimated 17,000 homicides nationwide of which the Rio Grande Valley experienced 42 homicides and over 420 close relatives were affected far higher than the number of direct homicide victims; and

WHEREAS, survivors of homicide victims transform their pain and anger into power and action; by honoring the memory of their loved ones impacted by homicide. Through leadership, grief support and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state, and national level; and

WHEREAS, we urge all the citizens of Pharr and Hidalgo County to join us for the 7th Annual Candlelight Vigil “Together We Climb The Mountain To The Peak Of Hope”, to be held at the Pharr Events Center, from 6:00 pm to 9:00 p.m. and take cognizance of this event and participate fittingly in its observance.

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 the 25th day of September 2019 as:

“National Day of Remembrance for Murder Victims”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of September 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, for generations, manufacturing has played a critical role in Texas' diverse economy. Texas is home to approximately 17,500 manufacturing firms, 80 of which are located in Hidalgo County; and

WHEREAS, manufacturing in Texas constitutes 13.3 percent of the total output in the state, totaling approximately \$247 billion in exports of manufactured goods in 2018; and

WHEREAS, manufacturers in Texas employ 7.1 percent of the workforce, an estimated 910,000 manufacturing employees, including 7,500 in Hidalgo County; and

WHEREAS, manufacturing in Reynosa, Mexico provides for over \$23 billion USD of goods crossed through the Pharr International Bridge, comprising 76% of the value of total trade; and

WHEREAS, manufacturing jobs enable Texas families to realize their dreams of owning a home, sending a child to college, and enjoying a secure retirement and manufacturers pay millions of dollars annually, supporting schools, law enforcement, emergency preparedness, public works and other essential services; and

WHEREAS, manufacturing Day is an annual national event executed at the local level supported by thousands of manufacturers as they host students, teachers, parents, job seekers and other local community members at open houses, plant tours and presentations designed to showcase modern manufacturing technology and careers; and

WHEREAS, National Manufacturing Day is held annually on the first Friday in October and the month of October is annually celebrated as National Manufacturing Month; and

WHEREAS, residents are encouraged to support the work of manufacturing companies by purchasing products manufactured in Hidalgo County and in the United States of America; and

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 October 4th 2019 as:

“Manufacturing Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of September 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: September 5, 2019

MEETING DATE: September 19, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR:

Agenda Item: Public Hearing: Solicitation of comments from the general public on 2019 Edward Byrnes Memorial Justice Grant.

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:

Jose Luengo
Patricia Rigney
City Management Office

Created/Initiated - 9/5/2019
Approved - 9/5/2019
Final Approval - 9/13/2019

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2019 Local Solicitation
(CFDA # 16.738)
PROGRAM ABSTRACT 2**

Name: Jose A. Luengo, Chief of Police- City of Pharr Police Department
Title Project: SmartBoard Technology Project
Federal Amount Request: \$14,013
Applying Category: Law Enforcement Program
Proposed Time Line: October 1, 2019 – September 30, 2020

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance Law enforcement programs. The top five identifiers associated with this project are: 1) Communications, 2) Equipment – General, 3) Computer software/hardware, 4) Officer Safety, and 5) Geo-mapping, etc.

Project Goal:

The goal of this project is to purchase four (4) SMART Board 7275 Pro series interactive flat panel with iQ and SMART Meeting Pro for officers training and meetings interactive technology to better catch criminals.

Objectives:

It has been well-documented and highlighted that crime-fighting technologies and innovations are the foundation of law enforcement's capabilities to prevent better, solve, and control border centric crime. Using SMART Board interactive whiteboard system, you can write or draw over the projected computer image in digital ink using a pen tray pen or your finger, and then save these notes to a notebook file or directly into any Ink Aware application.

The proposed stated objectives for the Pharr Police Department are:

- 1) To improve patrol and investigations team meetings, case briefs or class instructions using touch screen Smart Board screen.
- 2) To increase training efficiency and planning a SWAT mission and execution of warrants.
- 3) To expand access to information from the Smart Board in their patrol cars.
- 4) To enable users to install and use in the internet and social media applications (i.e., Skype, iCloud-based applications) for real-time collaboration and logistics during hostage situations or active shooters.
- 5) To increase community functionality, SMART boards would be mounted in several training rooms for interactive communication.

We will place the Smartboard on specialize room, it would be equipped with crucial pads control all audio/visual equipment projectors, providing smooth interfacing between the Smartboard systems. Also, computer inputs, LCD projectors, and recess mounted electric screens were integrated to facilitate discussions or to train better.

Impact Indicators:

The following output/outcome indicators will be notable milestones in quantitatively evaluating the program's effectiveness in due course:

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2019 Local Solicitation
(CFDA # 16.738)
PROGRAM ABSTRACT 2**

- 1) # of SmartBoard TV and projector purchased,
- 2) # of Interactive Team Meeting Conducted, and
- 3) State-of-the-art SMART Board permit users the ability to explore new teaching horizon for case briefings.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for September 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: SALES TAX GROWTH

The sales tax activity for the city of Pharr as of the month of September 2019 (12th month of City's Fiscal Year 2018-2019 but July's Sales Activity for FY 2018-2019) has shown an OVERALL POSITIVE trend in the amount of \$2,813,033 from this point last year, or an INCREASE of 15.40%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 15.14% compared to last September 2018 collections, the City ranked No. 4 this month compared to 9 other cities in the Valley in sales collections compared to last period, however; ranked No. 1 in collections year to date.

Please feel free to contact me should the need arise; I am at extension 1907.

THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Alex Meade

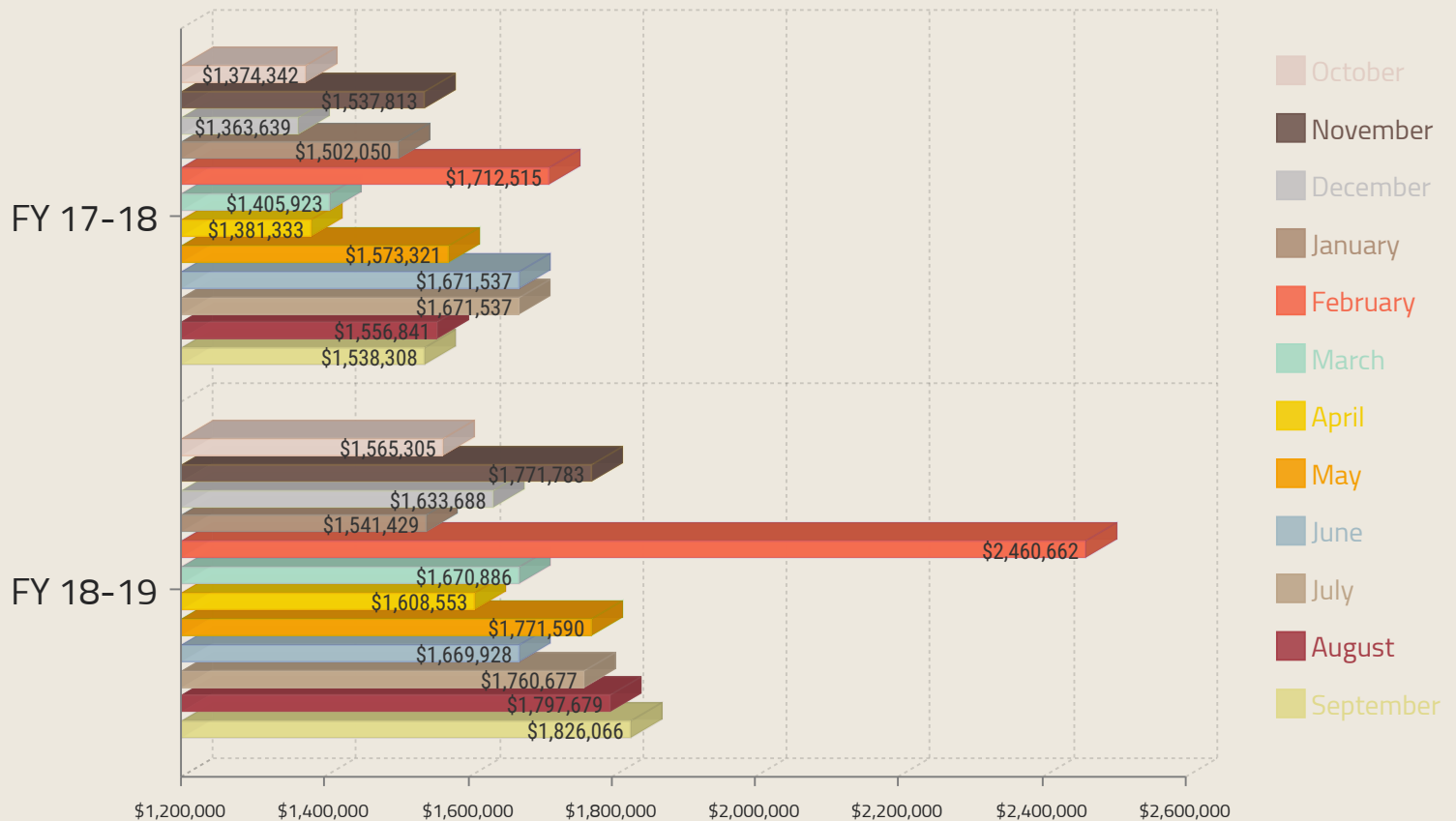
Created/Initiated - 9/13/2019
Final Approval - 9/13/2019

Sales Taxes Collection Snapshot-September 2019

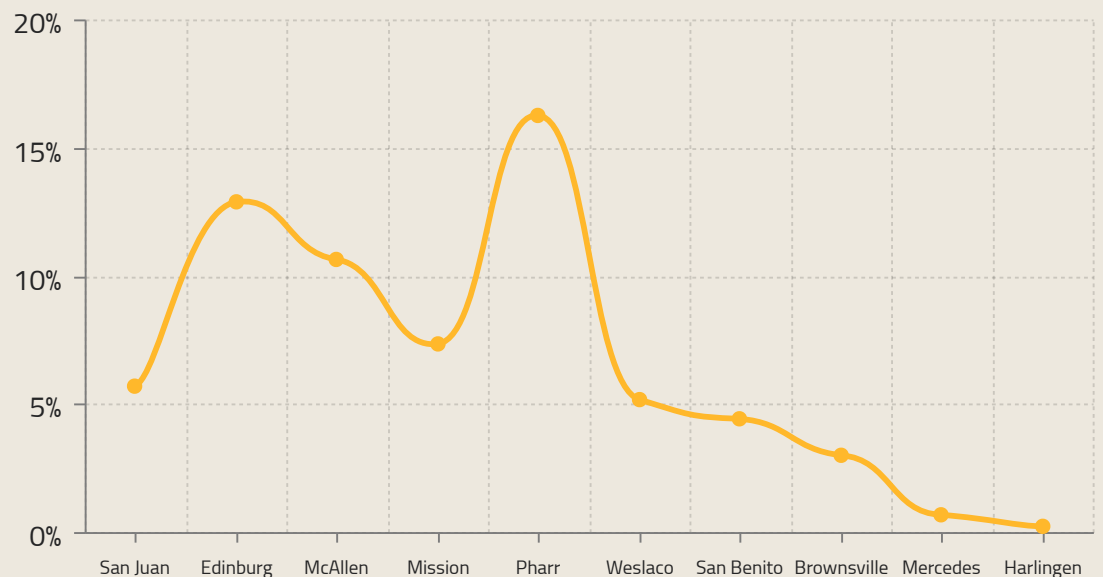


15%

Increase in Sales Tax
from Last Year



Ranked No. 1
compared to neighbor
Cities





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Tax Collection Report for August 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Current Collections

Current Tax Collections as of August 2019 are \$18,323,336 or 95.75% collected out of this Year's Levy . This is 0.13% decrease compared to last year .

Delinquent Tax

Delinquent Tax Collections as of August 2019 are \$593,667 which is 24.17% collected out of previous year's tax rolls. This is a decrease of 0.37% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 9/13/2019
Final Approval - 9/13/2019

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PREPARED BY: Bianca Guerra

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
AUGUST 2019**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2018/2019	COLLECTED 2017/2018
2018 TAX ROLL	19,278,100.58	18,323,335.88	-	(142,455.18)	812,309.52	95.75%	95.88%
2017 & PRIOR YRS	2,534,188.08	593,667.38	(22,000.75)	(55,759.63)	1,862,760.32	24.17%	24.54%
ROLLBACK	13,987.55	56,891.47	-	139,799.12	96,895.20	36.99%	81.01%
TOTALS	21,826,276.21	18,973,894.73	(22,000.75)	(58,415.69)	2,771,965.04		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2019

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	72,675.36	- CURRENT
CURRENT YEAR-P&I	12,820.89	
PRIOR YEARS-BASE TAX	43,425.25	- PRIOR
PRIOR YEARS-P&I	25,782.93	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	21,252.58	- PURGED
TOTAL COLLECTIONS	175,957.01	-
LESS TRANSFERRED	107,875.53	
LESS IN TRANSIT	62,242.85	
LESS DUE TO HCAD COMM. FEE	50.63	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2019 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF SEPTEMBER 2019 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF AUGUST 2019

<u>AD VALOREM - CITY OF PHARR</u>	<u>2018-2019</u>	<u>2017-2018</u>	<u>DIFFERENCE</u>
<u>2018 CURRENT</u>			
ORIGINAL LEVY	19,278,100.58	18,625,154.58	652,946.00
MODIFICATIONS	(142,455.18)	(78,634.57)	(63,820.61)
CURRENT LEVY	19,135,645.40	18,546,520.01	589,125.39
CURRENT COLLECTIONS THIS MONTH	72,675.36	123,294.08	(50,618.72)
CURRENT COLLECTIONS TO DATE	18,323,335.88	17,781,964.67	541,371.21
OUTSTANDING TO DATE	812,309.52	764,555.34	47,754.18
PERCENT COLLECTED/ORIGINAL	95.05%	95.47%	-0.42%
PERCENT COLLECTED/MODIFIED	95.75%	95.88%	-0.13%
TOTAL COLLECTIONS FISCAL YEAR	18,323,335.88	17,781,964.67	
<u>DELINQUENT</u>			
ORIGINAL LEVY	2,534,188.08	2,497,225.46	36,962.62
MODIFICATIONS	(77,760.38)	(35,711.26)	(42,049.12)
DELINQUENT LEVY	2,456,427.70	2,461,514.20	(5,086.50)
DELINQUENT COLLECTIONS THIS MONTH	43,425.25	44,645.94	(1,220.69)
DELINQUENT COLLECTIONS TO DATE	593,667.38	604,045.65	(10,378.27)
OUTSTANDING TO DATE	1,862,760.32	1,857,468.55	5,291.77
PERCENT COLLECTED/ORIGINAL	23.43%	24.19%	-0.76%
PERCENT COLLECTED/MODIFIED	24.17%	24.54%	-0.37%
TOTAL COLLECTIONS FISCAL YEAR	593,667.38	604,045.65	
<u>ROLLBACK</u>			
ORIGINAL LEVY	13,987.55	80,403.97	(66,416.42)
MODIFICATIONS	139,799.12	(6,735.65)	146,534.77
ROLLBACK LEVY	153,786.67	73,668.32	80,118.35
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	56,891.47	59,680.77	(2,789.30)
OUTSTANDING TO DATE	96,895.20	13,987.55	82,907.65
PERCENT COLLECTED/ORIGINAL	406.73%	74.23%	332.50%
PERCENT COLLECTED/MODIFIED	36.99%	81.01%	-44.02%
TOTAL COLLECTIONS FISCAL YEAR	56,891.47	59,680.77	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF AUGUST 2019

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REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TRANSF.	DIFF.	DATE OF TRANSF.
1-Aug	3,736.86	565.59			1,171.89	851.54			811.38		7,137.26		7,137.26	
2-Aug	6,127.43	1,046.76			874.47	492.48			1,159.19		9,700.33		9,700.33	
5-Aug	4,872.95	851.16			1,816.34	676.96			1,131.68		9,349.09	20,398.68	(11,049.59)	9-Aug
6-Aug	5,844.36	1,027.71			1,262.39	529.95			1,251.70		9,916.11	9,916.11	0.00	12-Aug
7-Aug	2,217.63	292.69			5,930.20	4,787.57			1,723.42		14,951.51	14,951.51	0.00	13-Aug
8-Aug	1,505.22	254.28			766.10	525.47			363.69		3,414.76	3,414.76	(0.00)	14-Aug
9-Aug	2,226.83	416.04			1,049.25	358.85			600.86		4,651.83	4,651.83	0.00	15-Aug
12-Aug	3,514.29	656.23			1,224.46	635.69			884.16		6,914.83	6,914.83	0.00	16-Aug
13-Aug	4,144.71	787.50			556.15	171.93			832.48		6,492.77	6,492.77	0.00	19-Aug
14-Aug	1,302.16	246.10			532.54	188.58			332.79		2,602.17	2,602.17	0.00	20-Aug
15-Aug	1,913.05	353.95			644.59	249.94			405.18		3,566.71	3,566.71	0.00	21-Aug
16-Aug	1,012.23	150.53			3,114.13	1,405.30			785.57		6,467.76	6,467.76	0.00	22-Aug
19-Aug	1,678.12	266.36			3,359.15	1,456.74			510.34		7,270.71	7,270.71	0.00	23-Aug
20-Aug	2,169.35	411.27			1,669.90	610.40			719.23		5,580.15	5,580.15	0.00	26-Aug
21-Aug	3,173.81	599.18			861.07	247.13			672.98		5,554.17	5,554.17	0.00	27-Aug
22-Aug	791.95	123.43			1,349.58	514.26			362.91		3,142.13	3,142.13	0.00	28-Aug
23-Aug	1,734.05	309.65			935.58	435.73			485.78		3,900.79	3,900.79	0.00	29-Aug
26-Aug	1,684.41	270.86			503.14	247.95			344.09		3,050.45	3,050.45	0.00	30-Aug
27-Aug	3,532.20	634.91			3,479.01	2,819.77			1,495.94		11,961.83	11,961.83	0.00	3-Sep
28-Aug	5,464.33	960.79			2,126.13	829.51			1,328.25		10,709.01	10,709.01	0.00	4-Sep
29-Aug	4,247.25	752.46			4,083.02	4,683.99			2,012.72		15,779.44	15,779.44	(0.00)	5-Sep
30-Aug	9,782.17	1,843.44			6,116.16	3,063.19			3,038.24		23,843.20	23,792.57	50.63	11-Sep
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
TTL	72,675.36	12,820.89	0.00	0.00	43,425.25	25,782.93	0.00	0.00	21,252.58	0.00	175,957.01	170,118.38	5,838.63	

OVERALL TOTAL	175,957.01
LESS REFUNDS	0.00
LESS HCAD COMM FEES	50.63
LESS COMM/COST	5,788.00
BALANCE	170,118.38
LESS TRANSFERRED	107,875.53
LESS TRANSF IN TRANSIT	62,242.85
BALANCE PENDING	0.00

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	63,504.27	.00	11,202.95	3,354.02-	71,353.20	11,734.74	.00	.00	86,441.96
	I & S	.081900	9,171.09	.00	1,617.94	484.38-	10,304.65	.00	.00	.00	10,789.03
	TOTAL	.649000	72,675.36	.00	12,820.89	3,838.40-	81,657.85	11,734.74	.00	.00	97,230.99
2017	M & O	.567100	13,249.42	.00	3,991.58	.00	17,241.00	2,863.99	.00	.00	20,104.99
	I & S	.081900	1,913.42	.00	576.46	.00	2,489.88	.00	.00	.00	2,489.88
	TOTAL	.649000	15,162.84	.00	4,568.04	.00	19,730.88	2,863.99	.00	.00	22,594.87
2016	M & O	.582100	8,451.36	.00	3,410.47	.00	11,861.83	1,871.01	.00	.00	13,732.84
	I & S	.071900	1,043.80	.00	421.22	.00	1,465.02	.00	.00	.00	1,465.02
	TOTAL	.654000	9,495.16	.00	3,831.69	.00	13,326.85	1,871.01	.00	.00	15,197.86
2015	M & O	.582100	4,999.57	.00	2,620.36	.00	7,619.93	1,206.59	.00	.00	8,826.52
	I & S	.071900	617.51	.00	323.68	.00	941.19	.00	.00	.00	941.19
	TOTAL	.654000	5,617.08	.00	2,944.04	.00	8,561.12	1,206.59	.00	.00	9,767.71
2014	M & O	.608100	1,610.73	.00	976.42	.00	2,587.15	371.53	.00	.00	2,958.68
	I & S	.071900	190.48	.00	115.43	.00	305.91	.00	.00	.00	305.91
	TOTAL	.680000	1,801.21	.00	1,091.85	.00	2,893.06	371.53	.00	.00	3,264.59
2013	M & O	.605000	1,529.62	.00	1,088.14	.00	2,617.76	369.88	.00	.00	2,987.64
	I & S	.075000	189.61	.00	134.88	.00	324.49	.00	.00	.00	324.49
	TOTAL	.680000	1,719.23	.00	1,223.02	.00	2,942.25	369.88	.00	.00	3,312.13
2012	M & O	.602600	784.33	.00	602.49	.00	1,386.82	153.94	.00	.00	1,540.76
	I & S	.077400	100.73	.00	77.39	.00	178.12	.00	.00	.00	178.12
	TOTAL	.680000	885.06	.00	679.88	.00	1,564.94	153.94	.00	.00	1,718.88
2011	M & O	.602100	1,276.30	.00	1,200.46	.00	2,476.76	365.33	.00	.00	2,842.09
	I & S	.077900	165.14	.00	155.32	.00	320.46	.00	.00	.00	320.46
	TOTAL	.680000	1,441.44	.00	1,355.78	.00	2,797.22	365.33	.00	.00	3,162.55
2010	M & O	.601800	1,317.86	.00	1,381.42	.00	2,699.28	399.47	.00	.00	3,098.75
	I & S	.078200	171.24	.00	179.52	.00	350.76	.00	.00	.00	350.76
	TOTAL	.680000	1,489.10	.00	1,560.94	.00	3,050.04	399.47	.00	.00	3,449.51
2009	M & O	.601800	1,626.99	.00	1,896.60	.00	3,523.59	516.30	.00	.00	4,039.89
	I & S	.078200	211.40	.00	246.47	.00	457.87	.00	.00	.00	457.87
	TOTAL	.680000	1,838.39	.00	2,143.07	.00	3,981.46	516.30	.00	.00	4,497.76
2008	M & O	.602940	1,048.56	.00	1,344.97	.00	2,393.53	353.05	.00	.00	2,746.58
	I & S	.078910	137.21	.00	176.02	.00	313.23	.00	.00	.00	313.23
	TOTAL	.681850	1,185.77	.00	1,520.99	.00	2,706.76	353.05	.00	.00	3,059.81
2007	M & O	.596130	411.57	.00	593.95	.00	1,005.52	160.62	.00	.00	1,166.14
	I & S	.086990	60.06	.00	86.67	.00	146.73	.00	.00	.00	146.73
	TOTAL	.683120	471.63	.00	680.62	.00	1,152.25	160.62	.00	.00	1,312.87

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	537.20	.00	788.60	.00	1,325.80	179.05	.00	.00	1,504.85
	I & S	.089990	81.49	.00	119.64	.00	201.13	.00	.00	.00	201.13
	TOTAL	.683120	618.69	.00	908.24	.00	1,526.93	179.05	.00	.00	1,705.98
2005	M & O	.593130	329.55	.00	576.70	.00	906.25	156.56	.00	.00	1,062.81
	I & S	.089990	49.99	.00	87.50	.00	137.49	.00	.00	.00	137.49
	TOTAL	.683120	379.54	.00	664.20	.00	1,043.74	156.56	.00	.00	1,200.30
2004	M & O	.601650	483.68	.00	854.52	.00	1,338.20	213.34	.00	.00	1,551.54
	I & S	.081470	65.51	.00	115.70	.00	181.21	.00	.00	.00	181.21
	TOTAL	.683120	549.19	.00	970.22	.00	1,519.41	213.34	.00	.00	1,732.75
2003	M & O	.596220	290.72	.00	576.34	.00	867.06	144.26	.00	.00	1,011.32
	I & S	.086900	42.37	.00	84.00	.00	126.37	.00	.00	.00	126.37
	TOTAL	.683120	333.09	.00	660.34	.00	993.43	144.26	.00	.00	1,137.69
2002	M & O	.590210	128.06	.00	270.22	.00	398.28	69.84	.00	.00	468.12
	I & S	.099790	21.65	.00	45.68	.00	67.33	.00	.00	.00	67.33
	TOTAL	.690000	149.71	.00	315.90	.00	465.61	69.84	.00	.00	535.45
2001	M & O	.564720	85.83	.00	191.31	.00	277.14	48.73	.00	.00	325.87
	I & S	.097590	14.84	.00	33.06	.00	47.90	.00	.00	.00	47.90
	TOTAL	.662310	100.67	.00	224.37	.00	325.04	48.73	.00	.00	373.77
2000	M & O	.533960	81.48	.00	191.47	.00	272.95	49.25	.00	.00	322.20
	I & S	.108350	16.53	.00	38.85	.00	55.38	.00	.00	.00	55.38
	TOTAL	.642310	98.01	.00	230.32	.00	328.33	49.25	.00	.00	377.58
1999	M & O	.529360	44.00	.00	105.09	.00	149.09	17.91	.00	.00	167.00
	I & S	.112950	9.39	.00	22.43	.00	31.82	.00	.00	.00	31.82
	TOTAL	.642310	53.39	.00	127.52	.00	180.91	17.91	.00	.00	198.82
1998	M & O	.505610	26.12	.00	58.76	.00	84.88	7.19	.00	.00	92.07
	I & S	.124390	6.42	.00	14.45	.00	20.87	.00	.00	.00	20.87
	TOTAL	.630000	32.54	.00	73.21	.00	105.75	7.19	.00	.00	112.94
1992	M & O	.447640	2.81	.00	6.95	.00	9.76	.00	.00	.00	9.76
	I & S	.112360	.70	.00	1.74	.00	2.44	.00	.00	.00	2.44
	TOTAL	.560000	3.51	.00	8.69	.00	12.20	.00	.00	.00	12.20
ALL	M & O		101,820.03	.00	33,929.77	3,354.02-	132,395.78	21,252.58	.00	.00	157,002.38
ALL	I & S		14,280.58	.00	4,674.05	484.38-	18,470.25	.00	.00	.00	18,954.63
ALL	TOTAL		116,100.61	.00	38,603.82	3,838.40-	150,866.03	21,252.58	.00	.00	175,957.01

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		38,315.76	.00	22,726.82	.00	61,042.58	9,517.84	.00	.00	70,560.42
DLQ	I & S		5,109.49	.00	3,056.11	.00	8,165.60	.00	.00	.00	8,165.60
DLQ	TOTAL		43,425.25	.00	25,782.93	.00	69,208.18	9,517.84	.00	.00	78,726.02
CURR	M & O		63,504.27	.00	11,202.95	3,354.02-	71,353.20	11,734.74	.00	.00	86,441.96
CURR	I & S		9,171.09	.00	1,617.94	484.38-	10,304.65	.00	.00	.00	10,789.03
CURR	TOTAL		72,675.36	.00	12,820.89	3,838.40-	81,657.85	11,734.74	.00	.00	97,230.99

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	63,504.27	.00	11,202.95	3,354.02-	71,353.20	11,734.74	.00	.00	86,441.96
	I & S	.081900	9,171.09	.00	1,617.94	484.38-	10,304.65	.00	.00	.00	10,789.03
	TOTAL	.649000	72,675.36	.00	12,820.89	3,838.40-	81,657.85	11,734.74	.00	.00	97,230.99
2017	M & O	.567100	13,249.42	.00	3,991.58	.00	17,241.00	2,863.99	.00	.00	20,104.99
	I & S	.081900	1,913.42	.00	576.46	.00	2,489.88	.00	.00	.00	2,489.88
	TOTAL	.649000	15,162.84	.00	4,568.04	.00	19,730.88	2,863.99	.00	.00	22,594.87
2016	M & O	.582100	8,451.36	.00	3,410.47	.00	11,861.83	1,871.01	.00	.00	13,732.84
	I & S	.071900	1,043.80	.00	421.22	.00	1,465.02	.00	.00	.00	1,465.02
	TOTAL	.654000	9,495.16	.00	3,831.69	.00	13,326.85	1,871.01	.00	.00	15,197.86
2015	M & O	.582100	4,999.57	.00	2,620.36	.00	7,619.93	1,206.59	.00	.00	8,826.52
	I & S	.071900	617.51	.00	323.68	.00	941.19	.00	.00	.00	941.19
	TOTAL	.654000	5,617.08	.00	2,944.04	.00	8,561.12	1,206.59	.00	.00	9,767.71
2014	M & O	.608100	1,610.73	.00	976.42	.00	2,587.15	371.53	.00	.00	2,958.68
	I & S	.071900	190.48	.00	115.43	.00	305.91	.00	.00	.00	305.91
	TOTAL	.680000	1,801.21	.00	1,091.85	.00	2,893.06	371.53	.00	.00	3,264.59
2013	M & O	.605000	1,529.62	.00	1,088.14	.00	2,617.76	369.88	.00	.00	2,987.64
	I & S	.075000	189.61	.00	134.88	.00	324.49	.00	.00	.00	324.49
	TOTAL	.680000	1,719.23	.00	1,223.02	.00	2,942.25	369.88	.00	.00	3,312.13
2012	M & O	.602600	784.33	.00	602.49	.00	1,386.82	153.94	.00	.00	1,540.76
	I & S	.077400	100.73	.00	77.39	.00	178.12	.00	.00	.00	178.12
	TOTAL	.680000	885.06	.00	679.88	.00	1,564.94	153.94	.00	.00	1,718.88
2011	M & O	.602100	1,276.30	.00	1,200.46	.00	2,476.76	365.33	.00	.00	2,842.09
	I & S	.077900	165.14	.00	155.32	.00	320.46	.00	.00	.00	320.46
	TOTAL	.680000	1,441.44	.00	1,355.78	.00	2,797.22	365.33	.00	.00	3,162.55
2010	M & O	.601800	1,317.86	.00	1,381.42	.00	2,699.28	399.47	.00	.00	3,098.75
	I & S	.078200	171.24	.00	179.52	.00	350.76	.00	.00	.00	350.76
	TOTAL	.680000	1,489.10	.00	1,560.94	.00	3,050.04	399.47	.00	.00	3,449.51
2009	M & O	.601800	1,626.99	.00	1,896.60	.00	3,523.59	516.30	.00	.00	4,039.89
	I & S	.078200	211.40	.00	246.47	.00	457.87	.00	.00	.00	457.87
	TOTAL	.680000	1,838.39	.00	2,143.07	.00	3,981.46	516.30	.00	.00	4,497.76
2008	M & O	.602940	1,048.56	.00	1,344.97	.00	2,393.53	353.05	.00	.00	2,746.58
	I & S	.078910	137.21	.00	176.02	.00	313.23	.00	.00	.00	313.23
	TOTAL	.681850	1,185.77	.00	1,520.99	.00	2,706.76	353.05	.00	.00	3,059.81
2007	M & O	.596130	411.57	.00	593.95	.00	1,005.52	160.62	.00	.00	1,166.14
	I & S	.086990	60.06	.00	86.67	.00	146.73	.00	.00	.00	146.73
	TOTAL	.683120	471.63	.00	680.62	.00	1,152.25	160.62	.00	.00	1,312.87

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	537.20	.00	788.60	.00	1,325.80	179.05	.00	.00	1,504.85
	I & S	.089990	81.49	.00	119.64	.00	201.13	.00	.00	.00	201.13
	TOTAL	.683120	618.69	.00	908.24	.00	1,526.93	179.05	.00	.00	1,705.98
2005	M & O	.593130	329.55	.00	576.70	.00	906.25	156.56	.00	.00	1,062.81
	I & S	.089990	49.99	.00	87.50	.00	137.49	.00	.00	.00	137.49
	TOTAL	.683120	379.54	.00	664.20	.00	1,043.74	156.56	.00	.00	1,200.30
2004	M & O	.601650	483.68	.00	854.52	.00	1,338.20	213.34	.00	.00	1,551.54
	I & S	.081470	65.51	.00	115.70	.00	181.21	.00	.00	.00	181.21
	TOTAL	.683120	549.19	.00	970.22	.00	1,519.41	213.34	.00	.00	1,732.75
2003	M & O	.596220	290.72	.00	576.34	.00	867.06	144.26	.00	.00	1,011.32
	I & S	.086900	42.37	.00	84.00	.00	126.37	.00	.00	.00	126.37
	TOTAL	.683120	333.09	.00	660.34	.00	993.43	144.26	.00	.00	1,137.69
2002	M & O	.590210	128.06	.00	270.22	.00	398.28	69.84	.00	.00	468.12
	I & S	.099790	21.65	.00	45.68	.00	67.33	.00	.00	.00	67.33
	TOTAL	.690000	149.71	.00	315.90	.00	465.61	69.84	.00	.00	535.45
2001	M & O	.564720	85.83	.00	191.31	.00	277.14	48.73	.00	.00	325.87
	I & S	.097590	14.84	.00	33.06	.00	47.90	.00	.00	.00	47.90
	TOTAL	.662310	100.67	.00	224.37	.00	325.04	48.73	.00	.00	373.77
2000	M & O	.533960	81.48	.00	191.47	.00	272.95	49.25	.00	.00	322.20
	I & S	.108350	16.53	.00	38.85	.00	55.38	.00	.00	.00	55.38
	TOTAL	.642310	98.01	.00	230.32	.00	328.33	49.25	.00	.00	377.58
1999	M & O	.529360	44.00	.00	105.09	.00	149.09	17.91	.00	.00	167.00
	I & S	.112950	9.39	.00	22.43	.00	31.82	.00	.00	.00	31.82
	TOTAL	.642310	53.39	.00	127.52	.00	180.91	17.91	.00	.00	198.82
1998	M & O	.505610	26.12	.00	58.76	.00	84.88	7.19	.00	.00	92.07
	I & S	.124390	6.42	.00	14.45	.00	20.87	.00	.00	.00	20.87
	TOTAL	.630000	32.54	.00	73.21	.00	105.75	7.19	.00	.00	112.94
1992	M & O	.447640	2.81	.00	6.95	.00	9.76	.00	.00	.00	9.76
	I & S	.112360	.70	.00	1.74	.00	2.44	.00	.00	.00	2.44
	TOTAL	.560000	3.51	.00	8.69	.00	12.20	.00	.00	.00	12.20
ALL	M & O		101,820.03	.00	33,929.77	3,354.02-	132,395.78	21,252.58	.00	.00	157,002.38
ALL	I & S		14,280.58	.00	4,674.05	484.38-	18,470.25	.00	.00	.00	18,954.63
ALL	TOTAL		116,100.61	.00	38,603.82	3,838.40-	150,866.03	21,252.58	.00	.00	175,957.01

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

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 08/01/2019 THRU 08/31/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		38,315.76	.00	22,726.82	.00	61,042.58	9,517.84	.00	.00	70,560.42
DLQ	I & S		5,109.49	.00	3,056.11	.00	8,165.60	.00	.00	.00	8,165.60
DLQ	TOTAL		43,425.25	.00	25,782.93	.00	69,208.18	9,517.84	.00	.00	78,726.02
CURR	M & O		63,504.27	.00	11,202.95	3,354.02-	71,353.20	11,734.74	.00	.00	86,441.96
CURR	I & S		9,171.09	.00	1,617.94	484.38-	10,304.65	.00	.00	.00	10,789.03
CURR	TOTAL		72,675.36	.00	12,820.89	3,838.40-	81,657.85	11,734.74	.00	.00	97,230.99

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 08/31/2019

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS	
	-----		-----	-----	-----	-----	-----	
CURRENT YEAR	2,997,302,822		21,497,076-	2,975,805,746	00.649000	19,135,645.40	26,215	
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
-----	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	.00	142,455.18-	72,675.36	18,323,335.88	812,309.52	95.75	516.55-
2017	712,866.95	.00	44,427.69-	15,162.84	322,077.67	346,361.59	48.18	1,332.71-
2016	355,416.28	.00	3,592.58-	9,495.16	112,247.94	239,575.76	31.90	638.22-
2015	271,695.60	.00	4,383.76-	5,617.08	53,428.68	213,883.16	19.99	612.61-
2014	176,199.19	.00	19,026.33-	1,801.21	26,341.89	130,830.97	16.76	563.84-
2013	114,193.24	.00	852.25-	1,719.23	14,135.84	99,205.15	12.47	654.22-
2012	105,775.27	.00	713.36-	885.06	10,079.11	94,982.80	9.59	507.28-
2011	95,875.49	.00	698.50-	1,441.44	8,774.78	86,402.21	9.22	507.28-
2010	92,203.13	.00	675.59-	1,489.10	8,560.86	82,966.68	9.35	589.56-
2009	87,272.69	.00	364.69-	1,838.39	7,095.00	79,813.00	8.16	364.69-
2008	70,215.03	.00	44.03-	1,185.77	6,134.84	64,036.16	8.74	44.03-
2007	62,736.17	.00	550.07-	471.63	4,638.56	57,547.54	7.46	0.00
2006	58,758.77	.00	554.76-	618.69	4,215.67	53,988.34	7.24	0.00
2005	52,131.32	.00	515.89-	379.54	2,674.25	48,941.18	5.18	0.00
2004	51,678.52	.00	477.26-	549.19	2,758.56	48,442.70	5.39	0.00
2003	41,836.12	.00	0.00	333.09	2,549.65	39,286.47	6.09	0.00
2002	35,550.37	.00	0.00	149.71	1,510.64	34,039.73	4.25	0.00
2001	26,587.97	.00	0.00	100.67	1,207.47	25,380.50	4.54	0.00
2000	23,068.30	.00	0.00	98.01	845.54	22,222.76	3.67	0.00
1999	18,407.18	.00	0.00	53.39	703.35	17,703.83	3.82	0.00
1998	14,006.59	.00	883.62-	32.54	794.08	12,328.89	6.05	0.00
1997	67,713.90	.00	0.00	3.51	2,893.00	64,820.90	4.27	0.00
****	21,812,288.66	.00	220,215.56-	116,100.61	18,917,003.26	2,675,069.84		6,330.99-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 08/31/2019

AG ROLLBACK ONLY

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FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.649000	5,962.69	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	0.00	.00	5,962.69	0.00	0.00	5,962.69		0.00
2017	0.00	.00	24,862.63	0.00	7,607.50	17,255.13	30.60	0.00
2016	3,077.78	.00	34,698.14	0.00	12,385.42	25,390.50	32.79	0.00
2015	3,478.95	.00	36,800.17	0.00	13,358.64	26,920.48	33.17	0.00
2014	3,611.49	.00	32,239.11	0.00	14,484.20	21,366.40	40.40	0.00
2013	3,819.33	.00	5,236.38	0.00	9,055.71	0.00		0.00
2012	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	13,987.55	.00	139,799.12	0.00	56,891.47	96,895.20		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 08/31/2019

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	00.649000	19,141,608.09	26,216
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	.00	136,492.49-	72,675.36	18,323,335.88	818,272.21	95.73	516.55-
2017	712,866.95	.00	19,565.06-	15,162.84	329,685.17	363,616.72	47.55	1,332.71-
2016	358,494.06	.00	31,105.56	9,495.16	124,633.36	264,966.26	31.99	638.22-
2015	275,174.55	.00	32,416.41	5,617.08	66,787.32	240,803.64	21.71	612.61-
2014	179,810.68	.00	13,212.78	1,801.21	40,826.09	152,197.37	21.15	563.84-
2013	118,012.57	.00	4,384.13	1,719.23	23,191.55	99,205.15	18.95	654.22-
2012	105,775.27	.00	713.36-	885.06	10,079.11	94,982.80	9.59	507.28-
2011	95,875.49	.00	698.50-	1,441.44	8,774.78	86,402.21	9.22	507.28-
2010	92,203.13	.00	675.59-	1,489.10	8,560.86	82,966.68	9.35	589.56-
2009	87,272.69	.00	364.69-	1,838.39	7,095.00	79,813.00	8.16	364.69-
2008	70,215.03	.00	44.03-	1,185.77	6,134.84	64,036.16	8.74	44.03-
2007	62,736.17	.00	550.07-	471.63	4,638.56	57,547.54	7.46	0.00
2006	58,758.77	.00	554.76-	618.69	4,215.67	53,988.34	7.24	0.00
2005	52,131.32	.00	515.89-	379.54	2,674.25	48,941.18	5.18	0.00
2004	51,678.52	.00	477.26-	549.19	2,758.56	48,442.70	5.39	0.00
2003	41,836.12	.00	0.00	333.09	2,549.65	39,286.47	6.09	0.00
2002	35,550.37	.00	0.00	149.71	1,510.64	34,039.73	4.25	0.00
2001	26,587.97	.00	0.00	100.67	1,207.47	25,380.50	4.54	0.00
2000	23,068.30	.00	0.00	98.01	845.54	22,222.76	3.67	0.00
1999	18,407.18	.00	0.00	53.39	703.35	17,703.83	3.82	0.00
1998	14,006.59	.00	883.62-	32.54	794.08	12,328.89	6.05	0.00
1997	67,713.90	.00	0.00	3.51	2,893.00	64,820.90	4.27	0.00
****	21,826,276.21	.00	80,416.44-	116,100.61	18,973,894.73	2,771,965.04		6,330.99-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 08/31/2019

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	0.649000	19,135,645.40	26,215
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	.00	142,455.18-	72,675.36	18,323,335.88	812,309.52	95.75	516.55-
	ADJUSTMENT REFUNDS	.00	41,462.26-					
2017	712,866.95	.00	44,427.69-	15,162.84	322,077.67	346,361.59	48.18	1,332.71-
	ADJUSTMENT REFUNDS	.00	39,312.21-					
2016	355,416.28	.00	3,592.58-	9,495.16	112,247.94	239,575.76	31.90	638.22-
	ADJUSTMENT REFUNDS	.00	2,090.19-					
2015	271,695.60	.00	4,383.76-	5,617.08	53,428.68	213,883.16	19.99	612.61-
	ADJUSTMENT REFUNDS	.00	998.54-					
2014	176,199.19	.00	19,026.33-	1,801.21	26,341.89	130,830.97	16.76	563.84-
	ADJUSTMENT REFUNDS	.00	149.60-					
2013	114,193.24	.00	852.25-	1,719.23	14,135.84	99,205.15	12.47	654.22-
2012	105,775.27	.00	713.36-	885.06	10,079.11	94,982.80	9.59	507.28-
2011	95,875.49	.00	698.50-	1,441.44	8,774.78	86,402.21	9.22	507.28-
2010	92,203.13	.00	675.59-	1,489.10	8,560.86	82,966.68	9.35	589.56-
2009	87,272.69	.00	364.69-	1,838.39	7,095.00	79,813.00	8.16	364.69-
2008	70,215.03	.00	44.03-	1,185.77	6,134.84	64,036.16	8.74	44.03-
2007	62,736.17	.00	550.07-	471.63	4,638.56	57,547.54	7.46	0.00
2006	58,758.77	.00	554.76-	618.69	4,215.67	53,988.34	7.24	0.00
2005	52,131.32	.00	515.89-	379.54	2,674.25	48,941.18	5.18	0.00
2004	51,678.52	.00	477.26-	549.19	2,758.56	48,442.70	5.39	0.00
2003	41,836.12	.00	0.00	333.09	2,549.65	39,286.47	6.09	0.00
2002	35,550.37	.00	0.00	149.71	1,510.64	34,039.73	4.25	0.00
2001	26,587.97	.00	0.00	100.67	1,207.47	25,380.50	4.54	0.00
2000	23,068.30	.00	0.00	98.01	845.54	22,222.76	3.67	0.00
1999	18,407.18	.00	0.00	53.39	703.35	17,703.83	3.82	0.00
1998	14,006.59	.00	883.62-	32.54	794.08	12,328.89	6.05	0.00
1997	67,713.90	.00	0.00	3.51	2,893.00	64,820.90	4.27	0.00
****	21,812,288.66	.00	220,215.56-	116,100.61	18,917,003.26	2,675,069.84		6,330.99-
	ADJUSTMENT REFUNDS	.00	84,012.80-					

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 08/31/2019

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JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.649000	5,962.69	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	0.00	.00	5,962.69	0.00	0.00	5,962.69		0.00
ADJUSTMENT REFUNDS		.00	41,462.26-					
2017	0.00	.00	24,862.63	0.00	7,607.50	17,255.13	30.60	0.00
ADJUSTMENT REFUNDS		.00	39,312.21-					
2016	3,077.78	.00	34,698.14	0.00	12,385.42	25,390.50	32.79	0.00
ADJUSTMENT REFUNDS		.00	2,090.19-					
2015	3,478.95	.00	36,800.17	0.00	13,358.64	26,920.48	33.17	0.00
ADJUSTMENT REFUNDS		.00	998.54-					
2014	3,611.49	.00	32,239.11	0.00	14,484.20	21,366.40	40.40	0.00
ADJUSTMENT REFUNDS		.00	149.60-					
2013	3,819.33	.00	5,236.38	0.00	9,055.71	0.00		0.00
2012	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	13,987.55	.00	139,799.12	0.00	56,891.47	96,895.20		0.00
ADJUSTMENT REFUNDS		.00	84,012.80-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 08/31/2019

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	0.649000	19,141,608.09	26,216
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	.00	136,492.49-	72,675.36	18,323,335.88	818,272.21	95.73	516.55-
	ADJUSTMENT REFUNDS	.00	41,462.26-					
2017	712,866.95	.00	19,565.06-	15,162.84	329,685.17	363,616.72	47.55	1,332.71-
	ADJUSTMENT REFUNDS	.00	39,312.21-					
2016	358,494.06	.00	31,105.56	9,495.16	124,633.36	264,966.26	31.99	638.22-
	ADJUSTMENT REFUNDS	.00	2,090.19-					
2015	275,174.55	.00	32,416.41	5,617.08	66,787.32	240,803.64	21.71	612.61-
	ADJUSTMENT REFUNDS	.00	998.54-					
2014	179,810.68	.00	13,212.78	1,801.21	40,826.09	152,197.37	21.15	563.84-
	ADJUSTMENT REFUNDS	.00	149.60-					
2013	118,012.57	.00	4,384.13	1,719.23	23,191.55	99,205.15	18.95	654.22-
2012	105,775.27	.00	713.36-	885.06	10,079.11	94,982.80	9.59	507.28-
2011	95,875.49	.00	698.50-	1,441.44	8,774.78	86,402.21	9.22	507.28-
2010	92,203.13	.00	675.59-	1,489.10	8,560.86	82,966.68	9.35	589.56-
2009	87,272.69	.00	364.69-	1,838.39	7,095.00	79,813.00	8.16	364.69-
2008	70,215.03	.00	44.03-	1,185.77	6,134.84	64,036.16	8.74	44.03-
2007	62,736.17	.00	550.07-	471.63	4,638.56	57,547.54	7.46	0.00
2006	58,758.77	.00	554.76-	618.69	4,215.67	53,988.34	7.24	0.00
2005	52,131.32	.00	515.89-	379.54	2,674.25	48,941.18	5.18	0.00
2004	51,678.52	.00	477.26-	549.19	2,758.56	48,442.70	5.39	0.00
2003	41,836.12	.00	0.00	333.09	2,549.65	39,286.47	6.09	0.00
2002	35,550.37	.00	0.00	149.71	1,510.64	34,039.73	4.25	0.00
2001	26,587.97	.00	0.00	100.67	1,207.47	25,380.50	4.54	0.00
2000	23,068.30	.00	0.00	98.01	845.54	22,222.76	3.67	0.00
1999	18,407.18	.00	0.00	53.39	703.35	17,703.83	3.82	0.00
1998	14,006.59	.00	883.62-	32.54	794.08	12,328.89	6.05	0.00
1997	67,713.90	.00	0.00	3.51	2,893.00	64,820.90	4.27	0.00
****	21,826,276.21	.00	80,416.44-	116,100.61	18,973,894.73	2,771,965.04		6,330.99-
	ADJUSTMENT REFUNDS	.00	84,012.80-					

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

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2018 THRU 08/31/2019
 JURISDICTION: 0033 CITY OF PHARR

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	16,011,039.17	.00	200,898.48	928,365.85-	15,283,571.80	32,459.40	.00	.00	16,244,397.05
	I & S	.081900	2,312,296.71	.00	29,013.25	134,073.56-	2,207,236.40	.00	.00	.00	2,341,309.96
	TOTAL	.649000	18,323,335.88	.00	229,911.73	1,062,439.41-	17,490,808.20	32,459.40	.00	.00	18,585,707.01
2017	M & O	.567100	281,433.46	.00	74,923.77	1,296.28-	355,060.95	63,379.76	.00	.00	419,736.99
	I & S	.081900	40,644.21	.00	10,820.56	187.20-	51,277.57	.00	.00	.00	51,464.77
	TOTAL	.649000	322,077.67	.00	85,744.33	1,483.48-	406,338.52	63,379.76	.00	.00	471,201.76
2016	M & O	.582100	99,907.75	.00	35,908.74	176.91-	135,639.58	21,276.81	.00	.00	157,093.30
	I & S	.071900	12,340.19	.00	4,435.09	21.86-	16,753.42	.00	.00	.00	16,775.28
	TOTAL	.654000	112,247.94	.00	40,343.83	198.77-	152,393.00	21,276.81	.00	.00	173,868.58
2015	M & O	.582100	47,554.87	.00	22,401.96	47.50-	69,909.33	10,814.21	.00	.00	80,771.04
	I & S	.071900	5,873.81	.00	2,766.85	5.87-	8,634.79	.00	.00	.00	8,640.66
	TOTAL	.654000	53,428.68	.00	25,168.81	53.37-	78,544.12	10,814.21	.00	.00	89,411.70
2014	M & O	.608100	23,556.59	.00	13,246.71	.00	36,803.30	5,172.35	.00	.00	41,975.65
	I & S	.071900	2,785.30	.00	1,566.35	.00	4,351.65	.00	.00	.00	4,351.65
	TOTAL	.680000	26,341.89	.00	14,813.06	.00	41,154.95	5,172.35	.00	.00	46,327.30
2013	M & O	.605000	12,576.74	.00	8,183.00	.00	20,759.74	2,324.87	.00	.00	23,084.61
	I & S	.075000	1,559.10	.00	1,014.45	.00	2,573.55	.00	.00	.00	2,573.55
	TOTAL	.680000	14,135.84	.00	9,197.45	.00	23,333.29	2,324.87	.00	.00	25,658.16
2012	M & O	.602600	8,931.84	.00	6,419.69	.00	15,351.53	1,477.92	.00	.00	16,829.45
	I & S	.077400	1,147.27	.00	824.58	.00	1,971.85	.00	.00	.00	1,971.85
	TOTAL	.680000	10,079.11	.00	7,244.27	.00	17,323.38	1,477.92	.00	.00	18,801.30
2011	M & O	.602100	7,769.55	.00	6,534.33	.00	14,303.88	1,813.27	.00	.00	16,117.15
	I & S	.077900	1,005.23	.00	845.45	.00	1,850.68	.00	.00	.00	1,850.68
	TOTAL	.680000	8,774.78	.00	7,379.78	.00	16,154.56	1,813.27	.00	.00	17,967.83
2010	M & O	.601800	7,576.33	.00	7,002.27	.00	14,578.60	1,765.02	.00	.00	16,343.62
	I & S	.078200	984.53	.00	909.95	.00	1,894.48	.00	.00	.00	1,894.48
	TOTAL	.680000	8,560.86	.00	7,912.22	.00	16,473.08	1,765.02	.00	.00	18,238.10
2009	M & O	.601800	6,279.07	.00	6,757.48	.00	13,036.55	1,728.73	.00	.00	14,765.28
	I & S	.078200	815.93	.00	878.15	.00	1,694.08	.00	.00	.00	1,694.08
	TOTAL	.680000	7,095.00	.00	7,635.63	.00	14,730.63	1,728.73	.00	.00	16,459.36
2008	M & O	.602940	5,424.84	.00	6,793.10	.00	12,217.94	1,155.40	.00	.00	13,373.34
	I & S	.078910	710.00	.00	889.04	.00	1,599.04	.00	.00	.00	1,599.04
	TOTAL	.681850	6,134.84	.00	7,682.14	.00	13,816.98	1,155.40	.00	.00	14,972.38
2007	M & O	.596130	4,047.89	.00	5,374.60	.00	9,422.49	1,358.42	.00	.00	10,780.91
	I & S	.086990	590.67	.00	784.32	.00	1,374.99	.00	.00	.00	1,374.99
	TOTAL	.683120	4,638.56	.00	6,158.92	.00	10,797.48	1,358.42	.00	.00	12,155.90

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	3,660.37	.00	5,251.47	.00	8,911.84	1,295.53	.00	.00	10,207.37
	I & S	.089990	555.30	.00	796.74	.00	1,352.04	.00	.00	.00	1,352.04
	TOTAL	.683120	4,215.67	.00	6,048.21	.00	10,263.88	1,295.53	.00	.00	11,559.41
2005	M & O	.593130	2,321.97	.00	3,647.36	.00	5,969.33	374.48	.00	.00	6,343.81
	I & S	.089990	352.28	.00	553.39	.00	905.67	.00	.00	.00	905.67
	TOTAL	.683120	2,674.25	.00	4,200.75	.00	6,875.00	374.48	.00	.00	7,249.48
2004	M & O	.601650	2,429.57	.00	3,985.03	.00	6,414.60	543.98	.00	.00	6,958.58
	I & S	.081470	328.99	.00	539.62	.00	868.61	.00	.00	.00	868.61
	TOTAL	.683120	2,758.56	.00	4,524.65	.00	7,283.21	543.98	.00	.00	7,827.19
2003	M & O	.596220	2,225.31	.00	3,793.63	.00	6,018.94	400.33	.00	.00	6,419.27
	I & S	.086900	324.34	.00	552.93	.00	877.27	.00	.00	.00	877.27
	TOTAL	.683120	2,549.65	.00	4,346.56	.00	6,896.21	400.33	.00	.00	7,296.54
2002	M & O	.590210	1,292.17	.00	2,427.74	.00	3,719.91	311.73	.00	.00	4,031.64
	I & S	.099790	218.47	.00	410.47	.00	628.94	.00	.00	.00	628.94
	TOTAL	.690000	1,510.64	.00	2,838.21	.00	4,348.85	311.73	.00	.00	4,660.58
2001	M & O	.564720	1,029.55	.00	2,213.91	.00	3,243.46	252.66	.00	.00	3,496.12
	I & S	.097590	177.92	.00	382.62	.00	560.54	.00	.00	.00	560.54
	TOTAL	.662310	1,207.47	.00	2,596.53	.00	3,804.00	252.66	.00	.00	4,056.66
2000	M & O	.533960	702.93	.00	1,623.91	.00	2,326.84	200.96	.00	.00	2,527.80
	I & S	.108350	142.61	.00	329.50	.00	472.11	.00	.00	.00	472.11
	TOTAL	.642310	845.54	.00	1,953.41	.00	2,798.95	200.96	.00	.00	2,999.91
1999	M & O	.529360	579.66	.00	1,405.29	.00	1,984.95	127.13	.00	.00	2,112.08
	I & S	.112950	123.69	.00	299.85	.00	423.54	.00	.00	.00	423.54
	TOTAL	.642310	703.35	.00	1,705.14	.00	2,408.49	127.13	.00	.00	2,535.62
1998	M & O	.505610	637.29	.00	1,587.29	.00	2,224.58	98.85	.00	.00	2,323.43
	I & S	.124390	156.79	.00	390.51	.00	547.30	.00	.00	.00	547.30
	TOTAL	.630000	794.08	.00	1,977.80	.00	2,771.88	98.85	.00	.00	2,870.73
1997	M & O	.524810	693.47	.00	1,741.65	.00	2,435.12	122.08	.00	.00	2,557.20
	I & S	.075190	99.34	.00	249.52	.00	348.86	.00	.00	.00	348.86
	TOTAL	.600000	792.81	.00	1,991.17	.00	2,783.98	122.08	.00	.00	2,906.06
1996	M & O	.516090	573.46	.00	1,491.49	.00	2,064.95	125.69	.00	.00	2,190.64
	I & S	.083910	93.25	.00	242.49	.00	335.74	.00	.00	.00	335.74
	TOTAL	.600000	666.71	.00	1,733.98	.00	2,400.69	125.69	.00	.00	2,526.38
1995	M & O	.510030	699.46	.00	1,884.96	.00	2,584.42	219.17	.00	.00	2,803.59
	I & S	.089970	123.39	.00	332.50	.00	455.89	.00	.00	.00	455.89
	TOTAL	.600000	822.85	.00	2,217.46	.00	3,040.31	219.17	.00	.00	3,259.48

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1994	M & O	.471740	276.00	.00	834.93	.00	1,110.93	.00	.00	.00	1,110.93
	I & S	.098260	57.49	.00	173.92	.00	231.41	.00	.00	.00	231.41
	TOTAL	.570000	333.49	.00	1,008.85	.00	1,342.34	.00	.00	.00	1,342.34
1992	M & O	.447640	2.81	.00	6.95	.00	9.76	.00	.00	.00	9.76
	I & S	.112360	.70	.00	1.74	.00	2.44	.00	.00	.00	2.44
	TOTAL	.560000	3.51	.00	8.69	.00	12.20	.00	.00	.00	12.20
1990	M & O	.473940	227.52	.00	715.73	.00	943.25	143.66	.00	.00	1,086.91
	I & S	.096060	46.11	.00	145.07	.00	191.18	.00	.00	.00	191.18
	TOTAL	.570000	273.63	.00	860.80	.00	1,134.43	143.66	.00	.00	1,278.09
ALL	M & O		16,533,449.64	.00	427,055.47	929,886.54-	16,030,618.57	148,942.41	.00	.00	17,109,447.52
ALL	I & S		2,383,553.62	.00	60,148.91	134,288.49-	2,309,414.04	.00	.00	.00	2,443,702.53
ALL	TOTAL		18,917,003.26	.00	487,204.38	1,064,175.03-	18,340,032.61	148,942.41	.00	.00	19,553,150.05
DLQ	M & O		522,410.47	.00	226,156.99	1,520.69-	747,046.77	116,483.01	.00	.00	865,050.47
DLQ	I & S		71,256.91	.00	31,135.66	214.93-	102,177.64	.00	.00	.00	102,392.57
DLQ	TOTAL		593,667.38	.00	257,292.65	1,735.62-	849,224.41	116,483.01	.00	.00	967,443.04
CURR	M & O		16,011,039.17	.00	200,898.48	928,365.85-	15,283,571.80	32,459.40	.00	.00	16,244,397.05
CURR	I & S		2,312,296.71	.00	29,013.25	134,073.56-	2,207,236.40	.00	.00	.00	2,341,309.96
CURR	TOTAL		18,323,335.88	.00	229,911.73	1,062,439.41-	17,490,808.20	32,459.40	.00	.00	18,585,707.01

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	16,011,039.17	.00	200,898.48	928,365.85-	15,283,571.80	32,459.40	.00	.00	16,244,397.05
	I & S	.081900	2,312,296.71	.00	29,013.25	134,073.56-	2,207,236.40	.00	.00	.00	2,341,309.96
	TOTAL	.649000	18,323,335.88	.00	229,911.73	1,062,439.41-	17,490,808.20	32,459.40	.00	.00	18,585,707.01
2017	M & O	.567100	288,080.93	.00	74,923.77	1,296.28-	361,708.42	63,379.76	.00	.00	426,384.46
	I & S	.081900	41,604.24	.00	10,820.56	187.20-	52,237.60	.00	.00	.00	52,424.80
	TOTAL	.649000	329,685.17	.00	85,744.33	1,483.48-	413,946.02	63,379.76	.00	.00	478,809.26
2016	M & O	.582100	110,931.53	.00	35,908.74	176.91-	146,663.36	21,276.81	.00	.00	168,117.08
	I & S	.071900	13,701.83	.00	4,435.09	21.86-	18,115.06	.00	.00	.00	18,136.92
	TOTAL	.654000	124,633.36	.00	40,343.83	198.77-	164,778.42	21,276.81	.00	.00	186,254.00
2015	M & O	.582100	59,444.88	.00	22,401.96	47.50-	81,799.34	10,814.21	.00	.00	92,661.05
	I & S	.071900	7,342.44	.00	2,766.85	5.87-	10,103.42	.00	.00	.00	10,109.29
	TOTAL	.654000	66,787.32	.00	25,168.81	53.37-	91,902.76	10,814.21	.00	.00	102,770.34
2014	M & O	.608100	36,509.30	.00	13,246.71	.00	49,756.01	5,172.35	.00	.00	54,928.36
	I & S	.071900	4,316.79	.00	1,566.35	.00	5,883.14	.00	.00	.00	5,883.14
	TOTAL	.680000	40,826.09	.00	14,813.06	.00	55,639.15	5,172.35	.00	.00	60,811.50
2013	M & O	.605000	20,633.65	.00	8,183.00	.00	28,816.65	2,324.87	.00	.00	31,141.52
	I & S	.075000	2,557.90	.00	1,014.45	.00	3,572.35	.00	.00	.00	3,572.35
	TOTAL	.680000	23,191.55	.00	9,197.45	.00	32,389.00	2,324.87	.00	.00	34,713.87
2012	M & O	.602600	8,931.84	.00	6,419.69	.00	15,351.53	1,477.92	.00	.00	16,829.45
	I & S	.077400	1,147.27	.00	824.58	.00	1,971.85	.00	.00	.00	1,971.85
	TOTAL	.680000	10,079.11	.00	7,244.27	.00	17,323.38	1,477.92	.00	.00	18,801.30
2011	M & O	.602100	7,769.55	.00	6,534.33	.00	14,303.88	1,813.27	.00	.00	16,117.15
	I & S	.077900	1,005.23	.00	845.45	.00	1,850.68	.00	.00	.00	1,850.68
	TOTAL	.680000	8,774.78	.00	7,379.78	.00	16,154.56	1,813.27	.00	.00	17,967.83
2010	M & O	.601800	7,576.33	.00	7,002.27	.00	14,578.60	1,765.02	.00	.00	16,343.62
	I & S	.078200	984.53	.00	909.95	.00	1,894.48	.00	.00	.00	1,894.48
	TOTAL	.680000	8,560.86	.00	7,912.22	.00	16,473.08	1,765.02	.00	.00	18,238.10
2009	M & O	.601800	6,279.07	.00	6,757.48	.00	13,036.55	1,728.73	.00	.00	14,765.28
	I & S	.078200	815.93	.00	878.15	.00	1,694.08	.00	.00	.00	1,694.08
	TOTAL	.680000	7,095.00	.00	7,635.63	.00	14,730.63	1,728.73	.00	.00	16,459.36
2008	M & O	.602940	5,424.84	.00	6,793.10	.00	12,217.94	1,155.40	.00	.00	13,373.34
	I & S	.078910	710.00	.00	889.04	.00	1,599.04	.00	.00	.00	1,599.04
	TOTAL	.681850	6,134.84	.00	7,682.14	.00	13,816.98	1,155.40	.00	.00	14,972.38
2007	M & O	.596130	4,047.89	.00	5,374.60	.00	9,422.49	1,358.42	.00	.00	10,780.91
	I & S	.086990	590.67	.00	784.32	.00	1,374.99	.00	.00	.00	1,374.99
	TOTAL	.683120	4,638.56	.00	6,158.92	.00	10,797.48	1,358.42	.00	.00	12,155.90

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	3,660.37	.00	5,251.47	.00	8,911.84	1,295.53	.00	.00	10,207.37
	I & S	.089990	555.30	.00	796.74	.00	1,352.04	.00	.00	.00	1,352.04
	TOTAL	.683120	4,215.67	.00	6,048.21	.00	10,263.88	1,295.53	.00	.00	11,559.41
2005	M & O	.593130	2,321.97	.00	3,647.36	.00	5,969.33	374.48	.00	.00	6,343.81
	I & S	.089990	352.28	.00	553.39	.00	905.67	.00	.00	.00	905.67
	TOTAL	.683120	2,674.25	.00	4,200.75	.00	6,875.00	374.48	.00	.00	7,249.48
2004	M & O	.601650	2,429.57	.00	3,985.03	.00	6,414.60	543.98	.00	.00	6,958.58
	I & S	.081470	328.99	.00	539.62	.00	868.61	.00	.00	.00	868.61
	TOTAL	.683120	2,758.56	.00	4,524.65	.00	7,283.21	543.98	.00	.00	7,827.19
2003	M & O	.596220	2,225.31	.00	3,793.63	.00	6,018.94	400.33	.00	.00	6,419.27
	I & S	.086900	324.34	.00	552.93	.00	877.27	.00	.00	.00	877.27
	TOTAL	.683120	2,549.65	.00	4,346.56	.00	6,896.21	400.33	.00	.00	7,296.54
2002	M & O	.590210	1,292.17	.00	2,427.74	.00	3,719.91	311.73	.00	.00	4,031.64
	I & S	.099790	218.47	.00	410.47	.00	628.94	.00	.00	.00	628.94
	TOTAL	.690000	1,510.64	.00	2,838.21	.00	4,348.85	311.73	.00	.00	4,660.58
2001	M & O	.564720	1,029.55	.00	2,213.91	.00	3,243.46	252.66	.00	.00	3,496.12
	I & S	.097590	177.92	.00	382.62	.00	560.54	.00	.00	.00	560.54
	TOTAL	.662310	1,207.47	.00	2,596.53	.00	3,804.00	252.66	.00	.00	4,056.66
2000	M & O	.533960	702.93	.00	1,623.91	.00	2,326.84	200.96	.00	.00	2,527.80
	I & S	.108350	142.61	.00	329.50	.00	472.11	.00	.00	.00	472.11
	TOTAL	.642310	845.54	.00	1,953.41	.00	2,798.95	200.96	.00	.00	2,999.91
1999	M & O	.529360	579.66	.00	1,405.29	.00	1,984.95	127.13	.00	.00	2,112.08
	I & S	.112950	123.69	.00	299.85	.00	423.54	.00	.00	.00	423.54
	TOTAL	.642310	703.35	.00	1,705.14	.00	2,408.49	127.13	.00	.00	2,535.62
1998	M & O	.505610	637.29	.00	1,587.29	.00	2,224.58	98.85	.00	.00	2,323.43
	I & S	.124390	156.79	.00	390.51	.00	547.30	.00	.00	.00	547.30
	TOTAL	.630000	794.08	.00	1,977.80	.00	2,771.88	98.85	.00	.00	2,870.73
1997	M & O	.524810	693.47	.00	1,741.65	.00	2,435.12	122.08	.00	.00	2,557.20
	I & S	.075190	99.34	.00	249.52	.00	348.86	.00	.00	.00	348.86
	TOTAL	.600000	792.81	.00	1,991.17	.00	2,783.98	122.08	.00	.00	2,906.06
1996	M & O	.516090	573.46	.00	1,491.49	.00	2,064.95	125.69	.00	.00	2,190.64
	I & S	.083910	93.25	.00	242.49	.00	335.74	.00	.00	.00	335.74
	TOTAL	.600000	666.71	.00	1,733.98	.00	2,400.69	125.69	.00	.00	2,526.38
1995	M & O	.510030	699.46	.00	1,884.96	.00	2,584.42	219.17	.00	.00	2,803.59
	I & S	.089970	123.39	.00	332.50	.00	455.89	.00	.00	.00	455.89
	TOTAL	.600000	822.85	.00	2,217.46	.00	3,040.31	219.17	.00	.00	3,259.48

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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1994	M & O	.471740	276.00	.00	834.93	.00	1,110.93	.00	.00	.00	1,110.93
	I & S	.098260	57.49	.00	173.92	.00	231.41	.00	.00	.00	231.41
	TOTAL	.570000	333.49	.00	1,008.85	.00	1,342.34	.00	.00	.00	1,342.34
1992	M & O	.447640	2.81	.00	6.95	.00	9.76	.00	.00	.00	9.76
	I & S	.112360	.70	.00	1.74	.00	2.44	.00	.00	.00	2.44
	TOTAL	.560000	3.51	.00	8.69	.00	12.20	.00	.00	.00	12.20
1990	M & O	.473940	227.52	.00	715.73	.00	943.25	143.66	.00	.00	1,086.91
	I & S	.096060	46.11	.00	145.07	.00	191.18	.00	.00	.00	191.18
	TOTAL	.570000	273.63	.00	860.80	.00	1,134.43	143.66	.00	.00	1,278.09
ALL	M & O		16,584,020.52	.00	427,055.47	929,886.54-	16,081,189.45	148,942.41	.00	.00	17,160,018.40
ALL	I & S		2,389,874.21	.00	60,148.91	134,288.49-	2,315,734.63	.00	.00	.00	2,450,023.12
ALL	TOTAL		18,973,894.73	.00	487,204.38	1,064,175.03-	18,396,924.08	148,942.41	.00	.00	19,610,041.52
DLQ	M & O		572,981.35	.00	226,156.99	1,520.69-	797,617.65	116,483.01	.00	.00	915,621.35
DLQ	I & S		77,577.50	.00	31,135.66	214.93-	108,498.23	.00	.00	.00	108,713.16
DLQ	TOTAL		650,558.85	.00	257,292.65	1,735.62-	906,115.88	116,483.01	.00	.00	1,024,334.51
CURR	M & O		16,011,039.17	.00	200,898.48	928,365.85-	15,283,571.80	32,459.40	.00	.00	16,244,397.05
CURR	I & S		2,312,296.71	.00	29,013.25	134,073.56-	2,207,236.40	.00	.00	.00	2,341,309.96
CURR	TOTAL		18,323,335.88	.00	229,911.73	1,062,439.41-	17,490,808.20	32,459.40	.00	.00	18,585,707.01

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 08/31/2019

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	00.649000	19,135,645.40	26,215
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	142,455.18-	142,455.18-	18,323,335.88	18,323,335.88	812,309.52	95.75	625.37-
2017	712,866.95	44,427.69-	44,427.69-	322,077.67	322,077.67	346,361.59	48.18	1,332.71-
2016	355,416.28	3,592.58-	3,592.58-	112,247.94	112,247.94	239,575.76	31.90	638.22-
2015	271,695.60	4,383.76-	4,383.76-	53,428.68	53,428.68	213,883.16	19.99	612.61-
2014	176,199.19	19,026.33-	19,026.33-	26,341.89	26,341.89	130,830.97	16.76	563.84-
2013	114,193.24	852.25-	852.25-	14,135.84	14,135.84	99,205.15	12.47	654.22-
2012	105,775.27	713.36-	713.36-	10,079.11	10,079.11	94,982.80	9.59	507.28-
2011	95,875.49	698.50-	698.50-	8,774.78	8,774.78	86,402.21	9.22	507.28-
2010	92,203.13	675.59-	675.59-	8,560.86	8,560.86	82,966.68	9.35	589.56-
2009	87,272.69	364.69-	364.69-	7,095.00	7,095.00	79,813.00	8.16	364.69-
2008	70,215.03	44.03-	44.03-	6,134.84	6,134.84	64,036.16	8.74	44.03-
2007	62,736.17	550.07-	550.07-	4,638.56	4,638.56	57,547.54	7.46	0.00
2006	58,758.77	554.76-	554.76-	4,215.67	4,215.67	53,988.34	7.24	0.00
2005	52,131.32	515.89-	515.89-	2,674.25	2,674.25	48,941.18	5.18	0.00
2004	51,678.52	477.26-	477.26-	2,758.56	2,758.56	48,442.70	5.39	0.00
2003	41,836.12	.00	0.00	2,549.65	2,549.65	39,286.47	6.09	0.00
2002	35,550.37	.00	0.00	1,510.64	1,510.64	34,039.73	4.25	0.00
2001	26,587.97	.00	0.00	1,207.47	1,207.47	25,380.50	4.54	0.00
2000	23,068.30	.00	0.00	845.54	845.54	22,222.76	3.67	0.00
1999	18,407.18	.00	0.00	703.35	703.35	17,703.83	3.82	0.00
1998	14,006.59	883.62-	883.62-	794.08	794.08	12,328.89	6.05	0.00
1997	67,713.90	.00	0.00	2,893.00	2,893.00	64,820.90	4.27	0.00
****	21,812,288.66	220,215.56-	220,215.56-	18,917,003.26	18,917,003.26	2,675,069.84		6,439.81-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 08/31/2019

AG ROLLBACK ONLY

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.649000	5,962.69	1
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	0.00	5,962.69	5,962.69	0.00	0.00	5,962.69		0.00
2017	0.00	24,862.63	24,862.63	7,607.50	7,607.50	17,255.13	30.60	0.00
2016	3,077.78	34,698.14	34,698.14	12,385.42	12,385.42	25,390.50	32.79	0.00
2015	3,478.95	36,800.17	36,800.17	13,358.64	13,358.64	26,920.48	33.17	0.00
2014	3,611.49	32,239.11	32,239.11	14,484.20	14,484.20	21,366.40	40.40	0.00
2013	3,819.33	5,236.38	5,236.38	9,055.71	9,055.71	0.00		0.00
2012	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	13,987.55	139,799.12	139,799.12	56,891.47	56,891.47	96,895.20		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 08/31/2019

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,997,302,822	21,497,076-	2,975,805,746	00.649000	19,141,608.09	26,216
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	136,492.49-	136,492.49-	18,323,335.88	18,323,335.88	818,272.21	95.73	625.37-
2017	712,866.95	19,565.06-	19,565.06-	329,685.17	329,685.17	363,616.72	47.55	1,332.71-
2016	358,494.06	31,105.56	31,105.56	124,633.36	124,633.36	264,966.26	31.99	638.22-
2015	275,174.55	32,416.41	32,416.41	66,787.32	66,787.32	240,803.64	21.71	612.61-
2014	179,810.68	13,212.78	13,212.78	40,826.09	40,826.09	152,197.37	21.15	563.84-
2013	118,012.57	4,384.13	4,384.13	23,191.55	23,191.55	99,205.15	18.95	654.22-
2012	105,775.27	713.36-	713.36-	10,079.11	10,079.11	94,982.80	9.59	507.28-
2011	95,875.49	698.50-	698.50-	8,774.78	8,774.78	86,402.21	9.22	507.28-
2010	92,203.13	675.59-	675.59-	8,560.86	8,560.86	82,966.68	9.35	589.56-
2009	87,272.69	364.69-	364.69-	7,095.00	7,095.00	79,813.00	8.16	364.69-
2008	70,215.03	44.03-	44.03-	6,134.84	6,134.84	64,036.16	8.74	44.03-
2007	62,736.17	550.07-	550.07-	4,638.56	4,638.56	57,547.54	7.46	0.00
2006	58,758.77	554.76-	554.76-	4,215.67	4,215.67	53,988.34	7.24	0.00
2005	52,131.32	515.89-	515.89-	2,674.25	2,674.25	48,941.18	5.18	0.00
2004	51,678.52	477.26-	477.26-	2,758.56	2,758.56	48,442.70	5.39	0.00
2003	41,836.12	.00	0.00	2,549.65	2,549.65	39,286.47	6.09	0.00
2002	35,550.37	.00	0.00	1,510.64	1,510.64	34,039.73	4.25	0.00
2001	26,587.97	.00	0.00	1,207.47	1,207.47	25,380.50	4.54	0.00
2000	23,068.30	.00	0.00	845.54	845.54	22,222.76	3.67	0.00
1999	18,407.18	.00	0.00	703.35	703.35	17,703.83	3.82	0.00
1998	14,006.59	883.62-	883.62-	794.08	794.08	12,328.89	6.05	0.00
1997	67,713.90	.00	0.00	2,893.00	2,893.00	64,820.90	4.27	0.00
****	21,826,276.21	80,416.44-	80,416.44-	18,973,894.73	18,973,894.73	2,771,965.04		6,439.81-

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 08/01/2019 THRU 08/31/2019
 JURISDICTION: ALL

UPDATE MODE

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0029 CITY OF HIDALGO			9.02	0.83	1.71	20.59	0.00	1.07	9.66
BY COUNTY 108			9.02	0.83	1.71	20.59	0.00	1.07	9.66
DELQ FOR 0029 CITY OF HIDALGO			4.21	3.24	1.82	1.40	0.00	0.23	5.80
BY COUNTY 108			4.21	3.24	1.82	1.40	0.00	0.23	5.80
TOTAL FOR 0029 CITY OF HIDALGO			13.23	4.07	3.53	21.99	0.00	1.30	15.46
BY COUNTY 108			13.23	4.07	3.53	21.99	0.00	1.30	15.46
CURR FOR 0032 CITY OF MISSION			843.22	89.68	157.67	16.80	0.00	5.32	995.57
BY COUNTY 108			843.22	89.68	157.67	16.80	0.00	5.32	995.57
DELQ FOR 0032 CITY OF MISSION			520.02	47.28	196.10	17.83	0.00	3.26	712.86
BY COUNTY 108			520.02	47.28	196.10	17.83	0.00	3.26	712.86
TOTAL FOR 0032 CITY OF MISSION			1,363.24	136.96	353.77	34.63	0.00	8.58	1,708.43
BY COUNTY 108			1,363.24	136.96	353.77	34.63	0.00	8.58	1,708.43
CURR FOR 0033 CITY OF PHARR			3,956.36	818.90	751.23	155.53	0.00	48.76	4,658.83
BY COUNTY 108			3,956.36	818.90	751.23	155.53	0.00	48.76	4,658.83
DELQ FOR 0033 CITY OF PHARR			38.28	19.60	5.38	17.74	0.00	1.87	41.79
BY COUNTY 108			38.28	19.60	5.38	17.74	0.00	1.87	41.79
TOTAL FOR 0033 CITY OF PHARR			3,994.64	838.50	756.61	173.27	0.00	50.63	4,700.62
BY COUNTY 108			3,994.64	838.50	756.61	173.27	0.00	50.63	4,700.62
CURR FOR 0035 CITY OF LA JOYA			72.69	1.53	13.81	0.29	0.00	0.09	86.41
BY COUNTY 108			72.69	1.53	13.81	0.29	0.00	0.09	86.41
DELQ FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0035 CITY OF LA JOYA			72.69	1.53	13.81	0.29	0.00	0.09	86.41
BY COUNTY 108			72.69	1.53	13.81	0.29	0.00	0.09	86.41
CURR FOR 0037 CITY OF SAN JUAN			250.29	16.13	48.42	15.52	0.00	1.57	297.14
BY COUNTY 108			250.29	16.13	48.42	15.52	0.00	1.57	297.14
DELQ FOR 0037 CITY OF SAN JUAN			185.72	20.73	84.54	13.60	0.00	1.71	268.55
BY COUNTY 108			185.72	20.73	84.54	13.60	0.00	1.71	268.55
TOTAL FOR 0037 CITY OF SAN JUAN			436.01	36.86	132.96	29.12	0.00	3.28	565.69
BY COUNTY 108			436.01	36.86	132.96	29.12	0.00	3.28	565.69
CURR FOR 0039 CITY OF SULLIVAN			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0039 CITY OF SULLIVAN			8.57	0.78	4.20	0.38	0.00	0.06	12.71
BY COUNTY 108			8.57	0.78	4.20	0.38	0.00	0.06	12.71
TOTAL FOR 0039 CITY OF SULLIVAN			8.57	0.78	4.20	0.38	0.00	0.06	12.71
BY COUNTY 108			8.57	0.78	4.20	0.38	0.00	0.06	12.71
CURR FOR 0040 CITY OF WESLACO			1,451.40	242.73	275.76	46.12	0.00	14.42	1,712.74
BY COUNTY 108			1,451.40	242.73	275.76	46.12	0.00	14.42	1,712.74
DELQ FOR 0040 CITY OF WESLACO			434.76	53.38	200.04	24.18	0.00	3.88	630.92
BY COUNTY 108			434.76	53.38	200.04	24.18	0.00	3.88	630.92
TOTAL FOR 0040 CITY OF WESLACO			1,886.16	296.11	475.80	70.30	0.00	18.30	2,343.66
BY COUNTY 108			1,886.16	296.11	475.80	70.30	0.00	18.30	2,343.66



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: September 10, 2019

MEETING DATE: September 19, 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 - 9/10/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: September 12, 2019

MEETING DATE: September 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Approval of Minutes for September 3, 2019 Regular Called Meeting and September 9, 2019 Special Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 9/12/2019
Final Approval - 9/13/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, SEPTEMBER 3, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, September 3, 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. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Alex Meade, City Manager
Ed Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Saavedra, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Court Judge
Lenny Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Veronica Gutierrez, Purchasing
Daniel Ramirez, Comm. Director

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.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Comm. Guajardo led in the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING HUNGER ACTION MONTH

Omar Rodriguez, Manager of Grants and Advocacy, stated the Food Bank of the Rio Grande Valley feeds approximately 64,000 people on a weekly basis and thanked the Commission and city staff for their continued support. He further extended an invitation to their 14th Annual Empty Bowls fundraiser event on Tuesday, September 17, 2019 at the Pharr Events Center.

Mayor Hernandez read proclamation proclaiming September 2019 as Hunger Action Month. Omar Rodriguez received the proclamation.

Comm. Carrillo entered the meeting at this point of the agenda. The time being 4:08 p.m.

B) PROCLAMATION PROCLAIMING HONORING AND REMEMBERING SEPTEMBER 11TH AT PSJA SOUTHWEST EARLY COLLEGE HIGH SCHOOL DAY

Ranulfo Marquez, High School Principal, stated they would be honoring first responders on September 11, 2019 and stated this was an important event in history for the students. He further thanked the Commission for the recognition.

Mayor Hernandez read proclamation Honoring and Remembering September 11th at PSJA Southwest Early College High School and presented proclamation to Mr. Marquez.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) FIRST PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR THE CITY OF PHARR

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

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

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

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Alex Meade, City Manager, introduced the item and stated City Engineer was available for any questions.

B) CITY EVENTS OF INTEREST

Alex Meade, City Manager, introduced item and stated there were no city events to report at this time.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR AUGUST 19, 2019 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION ON REQUEST FROM ST. MARGARET MARY CATHOLIC CHURCH FOR STREET CLOSURES FOR THEIR ANNUAL JAMAICA ON OCTOBER 5-6, 2019 (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION ON REQUEST TO ADVERTISE WITH INBOUND LOGISTICS FOR \$50,000 FOR 12 MONTHS (PROJECT NO. 1819-70-510-S033-001) (BRIDGE)**
- D) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT WITH PYRO SHOWS OF TEXAS FOR LIVE FIREWORKS DISPLAY FOR CITY OF PHARR SALUTE TO VETERANS ON SATURDAY, NOVEMBER 9, 2019 IN THE AMOUNT OF \$12,000 (PROJECT NO. 1819-01-530-IPQ080-003) (EVENTS CENTER)**

- E) CONSIDERATION AND ACTION AUTHORIZING THE SUBMISSION OF AN ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM APPLICATION FOR THE HI-LINE ROAD PROJECT FROM CAGE BLVD. TO VETERANS ROAD CSJ#0921-02-375 (ENGINEERING)**
- F) CONSIDERATION AND ACTION AUTHORIZING THE SUBMISSION OF AN ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM APPLICATION FOR THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT PHASE II CSJ#0921-02-432 (ENGINEERING)**
- G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND SUPPLY CONTRACT WITH MARTIN PRODUCT SALES D/B/A MARTIN ASPHALT CO. FOR CONSTRUCTION MATERIALS PRIME COAT MC-30 AND RC-250 TACK COAT (PROJECT NO. 1718-01-528-IPQ031-139) (PURCHASING)**
- H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND SERVICE CONTRACT WITH PAVEMENT MARKINGS, INC. FOR CITY-WIDE PAVEMENT MARKING SERVICES (PROJECT NO. 1718-01-517-C006-147) (PURCHASING)**
- I) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE CITY OF WESLACO FOR ANIMAL CARE SERVICES (PROJECT NO. 1718-01-517-S030-001) (PUBLIC WORKS)**
- J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH FRONTERA MATERIALS, INC. FOR THE PURCHASE AND DELIVERY OF HMAC, COLD MIX, AND CALICHE (PROJECT NO. 1718-01-528-SP007-115) (PURCHASING)**
- K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH CORE & MAIN LP (HD SUPPLY WATERWORKS, LTD.) FOR THE PURCHASE & DELIVERY OF RCP, MANHOLES, & INLETS (PROJECT NO. 1718-01-528-IPQ033-242) (PURCHASING)**
- L) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH RIO VALLEY PIPE, LLC DBA CAPA FOR THE PURCHASE & DELIVERY OF RCP, MANHOLES, & INLET (PROJECT NO. 1718-01-528-IPQ033-242) (PURCHASING)**

M) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH L&R PRECAST CONCRETE WORKS, INC. FOR THE PURCHASE & DELIVERY OF RCP, MANHOLES, & INLETS (PROJECT NO. 1718-01-528-IPQ033-242) (PURCHASING)

N) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. ANGEL VILLARREAL AND MARIA C. VILLARREAL, REPRESENTING VIGA RESTAURANTS, INC., D/B/A VILLA DEL MAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). BEING LOT A, PROVIDENCE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6400 SOUTH CAGE BOULEVARD, SUITES A & B. CUP#110757

2. RED ROBIN RESTAURANT REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PARADISE COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 409 SOUTH JACKSON ROAD. CUP#030747

3. T.W.O. HOLDINGS, LLC. REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING APPROXIMATELY 1.068-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 96, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5201 NORTH VETERANS BOULEVARD. COZ#190754

O) PLATS:

1. SPOOR ENGINEERING CONSULTANTS, INC., REPRESENTING AMELIO RIVAS JR. AND GLORIA M. RIVAS, OWNERS, REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED ROXANNE SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.35-ACRE TRACT OF LAND OUT OF A 3.00-ACRE TRACT OF LAND, OUT OF THE SOUTH 24.19 ACRES OF LOT 5, BLOCK 12, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1600 BLOCK OF WEST ANAYA ROAD. SUB#190514

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

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

Ordinance No. O-2019-35 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STREETS FOR THE CITY OF PHARR FIRST RESPONDERS FESTIVAL ON SATURDAY, SEPTEMBER 28, 2019 (PUBLIC WORKS)**

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

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

Resolution No. R-2019-45 is filed with the City Clerk's Office.

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

ITEM 11. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:23 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 4:45 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE WATER RATE STUDY COMPLETED FOR THE CITY OF PHARR BY RAFTELIS UTILITY CONSULTANTS (FINANCE)

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

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

Resolution No. R-2019-46 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-40 PRESCRIBING NEW RATES FOR WATER SERVICES (1ST READING) (FINANCE)

Mayor Hernandez introduced the item and recommended approval as discussed in closed session.

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

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-39 PRESCRIBING NEW RATES FOR SEWER SERVICES (1ST READING) (FINANCE)

Mayor Hernandez introduced the item and recommended approval as discussed in closed session.

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

Mayor Hernandez briefly stated this was to address public infrastructure needs and the project would be headed by the students of the Raider Nation Project.

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

E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2018-37 (RENTAL OF CITY FACILITIES) (1ST READING) (PARKS)

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

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

F) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-33, DEVELOPMENT SERVICES FEE SCHEDULE (ADOPTION ON 1ST READING) (DEVELOPMENT SERVICES)

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

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

Ordinance No. O-2019-36 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR THE CITY OF PHARR INTERNATIONAL BRIDGE FACILITY EXPANSION AND RENOVATIONS PROJECT (BID NO. 1819-70-510-C007-395) (ENGINEERING)

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

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

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 2 AND CHANGE ORDER NO. 3 AND FINAL PAYOUT FOR PHARR PUBLIC SAFETY COMMUNICATIONS BUILDING (PROJECT #1819-39-510-C004-001) (COMMUNICATIONS)

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

Daniel Ramirez, Communications Director, went over the services of the new Public Safety Communications Center. He stated this would serve as a regional center facility for the cities of Penitas, San Manuel-Linn, Progresso, and Pharr for EMS and 9-1-1 dispatching services. He added the building would house the Emergency Operation Center and IT Department and announced a ribbon cutting would take place on October 8, 2019 at 11:00 a.m.

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

C) CONSIDERATION AND ACTION, IF ANY, ON PERMISSION TO ADVERTISE FOR FINANCIAL ADVISORS FOR CAPITAL FINANCING THROUGH THE TEXAS WATER DEVELOPMENT BOARD PROGRAMS AND AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT FOR SUCH SERVICES (PROJECT NO. 1819-01-510-S035-001) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item. He briefly stated the city applied for the 2020 Clean Water State Revolving Fund through the Texas Water Development Board and it must procure a Financial Advisor in accordance with federal procurement requirements. He further recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON PERMISSION TO ADVERTISE FOR BOND COUNSEL FOR CAPITAL FINANCING THROUGH THE TEXAS WATER DEVELOPMENT BOARD PROGRAMS AND AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT FOR SUCH SERVICES (PROJECT NO. 1819-01-510-S036-001) (ADMINISTRATION)

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

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

E) CONSULTATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RETAIN LEGAL COUNSEL TO PURSUE WATER AND/OR SEWER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) SERVICE AREAS (PROJECT NO. 1819-01-510-S038-001) (ADMINISTRATION)

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

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DR. RAUL BARRERA FOR MEDICAL DIRECTOR (COMMUNICATIONS)

Alex Meade, City Manager, introduced the item.

Comm. Medina expressed his concern with Dr. Barrera's medical experience in EMS. Daniel Ramirez, Communications Director, stated he was a trauma surgeon who deals with all EMS providers and would serve as the Medical Authority for the City of Pharr.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES FOR SCOFFLAW SERVICES ON VEHICLE REGISTRATION RECORDS (MUNICIPAL COURT)

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

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH JAVIER HINOJOSA ENGINEERING FOR THE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PROJECT ADMINISTRATION OF THE SANITARY SEWER UTILITY ADJUSTMENTS RELATED TO THE REGIONAL LINEAR PARK HIKE AND BIKE TRAIL PHASE II, RIDGE ROAD TUNNEL CROSSING CONFLICT (PROJECT #1819-40-510-IPQ077-001) (ENGINEERING)

Alex Meade, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Medina.

Comm. Medina asked if this would be reimbursed. Omar Anzaldúa, City Engineer, stated these costs would be reimbursed 100% by Hidalgo County Precinct 2 as per interlocal agreement.

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

D) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH HOLLIS RUTLEDGE AND ASSOCIATES, INC. FOR LOBBYING SERVICES (PROJECT NO. 1718-01-510-S027-001) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item.

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

ITEM 10. LEGAL:

A) DISCUSSION AND ACTION, IF ANY, ON LEGAL ACTION CONCERNING PHARR ORIGINAL TOWNSITE A TRACT 1350'X100' NORTH OF AND ADJ TO R/W BTWN CYPRESS ST (7TH ST) & HWY 281 3.10 AC NET, PHARR, HIDALGO COUNTY, TEXAS (LEGAL)

Alex Meade, City Manager, introduced the item and briefly explained this was for the Boulder Farms property. He further recommended approval as discussed in closed session.

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:56 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 3rd DAY OF SEPTEMBER 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**

MINUTES: REGULAR MEETING
SEPTEMBER 3, 2019

CLERK, of the City of Pharr, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, SEPTEMBER 9, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, September 9, 2019 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Pro Tem Roberto “Bobby” Carrillo
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez

STAFF PRESENT: Alex Meade, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Ctr. Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Court Judge
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Veronica Gutierrez, Purchasing

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Pro-Tem Carrillo called the meeting to order at 4:00 p.m. Roll call established a quorum.

MINUTES: SPECIAL CALLED MEETING
SEPTEMBER 9, 2019

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) SECOND PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR THE CITY OF PHARR

Mayor Pro Tem Carrillo opened the public hearing. There being no comments from the public, the public hearing was closed.

B) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON BUDGET FISCAL YEAR 2019-2020

Mayor Pro Tem Carrillo opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-39 PRESCRIBING NEW RATES FOR SEWER SERVICES (2ND AND FINAL READING)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-40 PRESCRIBING NEW RATES FOR WATER SERVICES (2ND AND FINAL READING)

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

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

Mayor Pro Tem Carrillo briefly explained the purpose of the increases was to improve the water and sewer systems to provide a better quality of life. Comm. Chavez stated sewer pipes in south Pharr were old and needed to be replaced. Comm. Guajardo stated there has been a great growth and the city needed to be proactive to meet future needs and have adequate water supply for the next 10 years. Comm.

MINUTES: SPECIAL CALLED MEETING
SEPTEMBER 9, 2019

Caballero echoed the commissioners' comments and stated the city needed to increase the water reservoir to address future development.

There being no further comments, the motion was put to a vote and it carried unanimously.

Ordinance Nos. O-2019-37 and O-2019-38 are filed with the City Clerk's Office.

At this time, Mayor Pro Tem Carrillo called upon Ms. Liza Diaz, Principal from PSJA North High School. Ms. Diaz thanked the commission for allowing the students the opportunity to partner with the city and introduced some of the students that would be involved in the Raider Nation Infrastructure Project.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, DECLARING THE DRAINAGE DITCH IMPROVEMENTS ALONG MOORE RD AS AN "EMERGENCY CONSTRUCTION" AND AUTHORIZE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT NOT TO EXCEED THE BUDGET AMOUNT (ENGINEERING)

Alex Meade, City Manager, introduced the item.

Comm. Guajardo **moved** to deny. Comm. Medina seconded the motion.

Mayor Pro Tem Carrillo asked staff if there was an emergency.

Omar Anzaldua, City Engineer, responded yes and stated there was some safety issues with the guardrail being loose. He stated Public Works was working diligently to address the issue and added the ditch had eroded significantly and was in need of immediate repair.

Ricardo Pedraza, Public Works Director, further stated weather permitted the project would be completed by the end of the week and the work would be done in-house.

After some discussion, the motion was put to a vote and it carried by a majority vote of five (5) ayes and one (1) nay. Mayor Pro Tem Carrillo voted against the motion.

ITEM 6. CONTRACTS/AGREEMENTS

MINUTES: SPECIAL CALLED MEETING
SEPTEMBER 9, 2019

A) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE CONSTRUCTION OF A NORTHSIDE AQUATICS FACILITY (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and briefly stated staff recommended to award contract to D. Wilson Construction in the amount of \$23,165,208.

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

ITEM 7. 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 8. RECONVENE

None.

ITEM 9. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo moved to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:19 p.m.

CITY OF PHARR

ROBERTO "BOBBY" CARRILLO
MAYOR PRO TEM

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

ON THIS THE 9th DAY OF SEPTEMBER 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL 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,

MINUTES: SPECIAL CALLED MEETING
SEPTEMBER 9, 2019

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 #: 6.B.

DATE SUBMITTED: September 10, 2019

MEETING DATE: September 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on application for street closure for IDEA Owassa (IDEA Public Schools) Walk-A-Thon on Saturday, September 28, 2019 from 7:30 a.m. to 9:45 a.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 9/10/2019

Ricardo Pedraza

Approved - 9/12/2019

Jose Luengo

Approved - 9/13/2019

Patricia Rigney

Approved - 9/16/2019

City Management Office

Final Approval - 9/16/2019



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313

Date of Event: September 28th

Type of Event: ☐ Parade ☒ Walk-A-Thon ☐ Other _____

NAME OF CONTACT PERSON: Aidee Villarreal

ORGANIZATION (IF APPLICABLE): Idea Owassa (Idea Public Schools)

ADDRESS: 100 E. Owassa Rd CITY: Pharr ZIP CODE: 78577

Personal PHONE NO.: 956-578-9397 work CELLULAR PHONE: 956-363-2778

FAX NO.: _____ E-MAIL: _____

PURPOSE AND DESCRIPTION OF EVENT:

Walk-A-Thon in benefit of Childhood Cancer Awareness.
The school wants to donate funds raised to our local
hospitals with Cancer research and an affected family in our
district.

START TIME: 7:30 END TIME: 9:45

ROUTE TO BE TRAVELED OR UTILIZED (**Attach Site & Traffic Plan**) _____

Starting Location: N. Fir St

Ending Location: Idea Owassa

Will event occupy all or only a portion of the width of the street? All owassa from cage-veterans/
First from owassa - cheyenne Ave / All steel horse
st.

Is the event insured? ☐ Yes ☒ No

If yes, Insurance Company Information _____ Contact #: _____

Applicant Signature: [Signature] REC'D _____
CC _____

Date Received: 9/10/19 **FOR CITY USE ONLY:** SEP 10 2019

City Commission: _____ APPROVED _____ DENIED _____

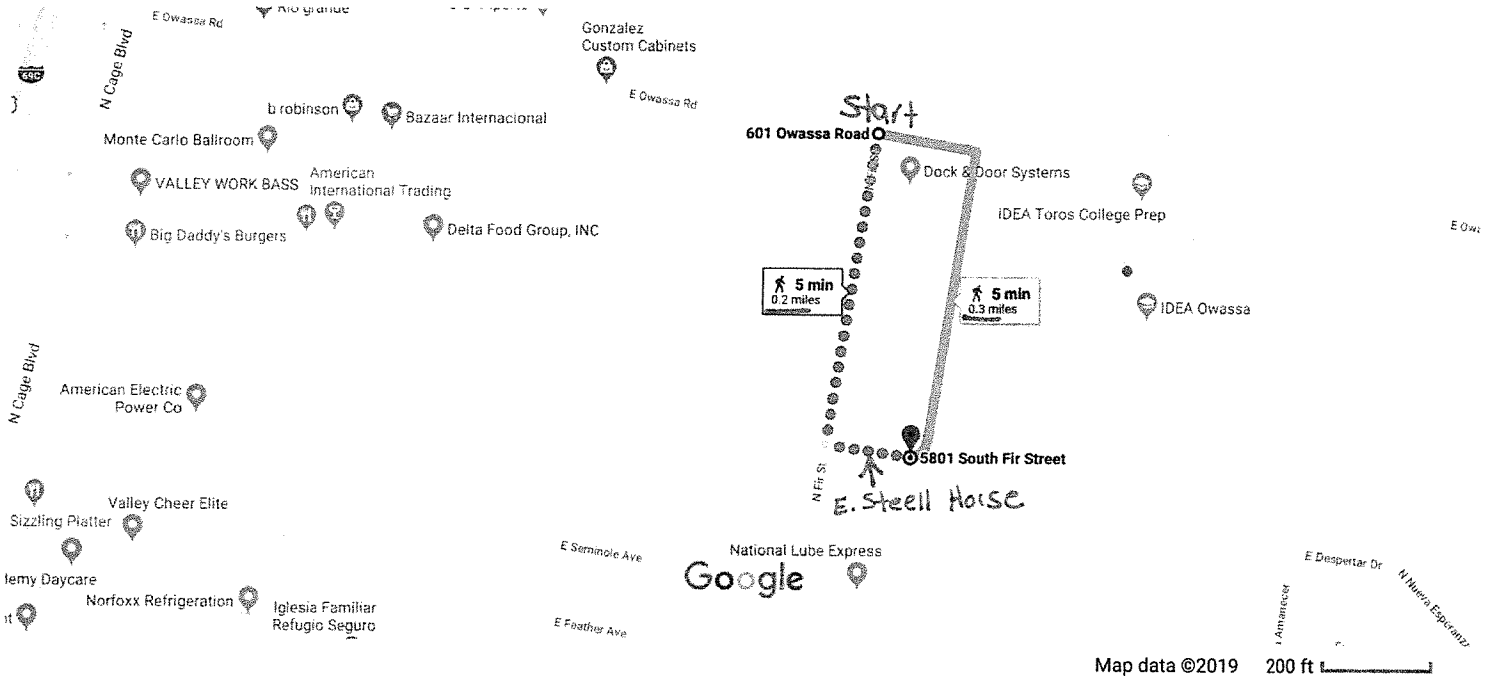
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

City Manager's signature

Date

Google Maps

601 Owassa Rd, Pharr, TX 78577 to 5801 S Fir St, Pharr, TX 78577 Walk 0.2 mile, 5 min



via N Fir St

5 min

0.2 mile



via N Gumwood St

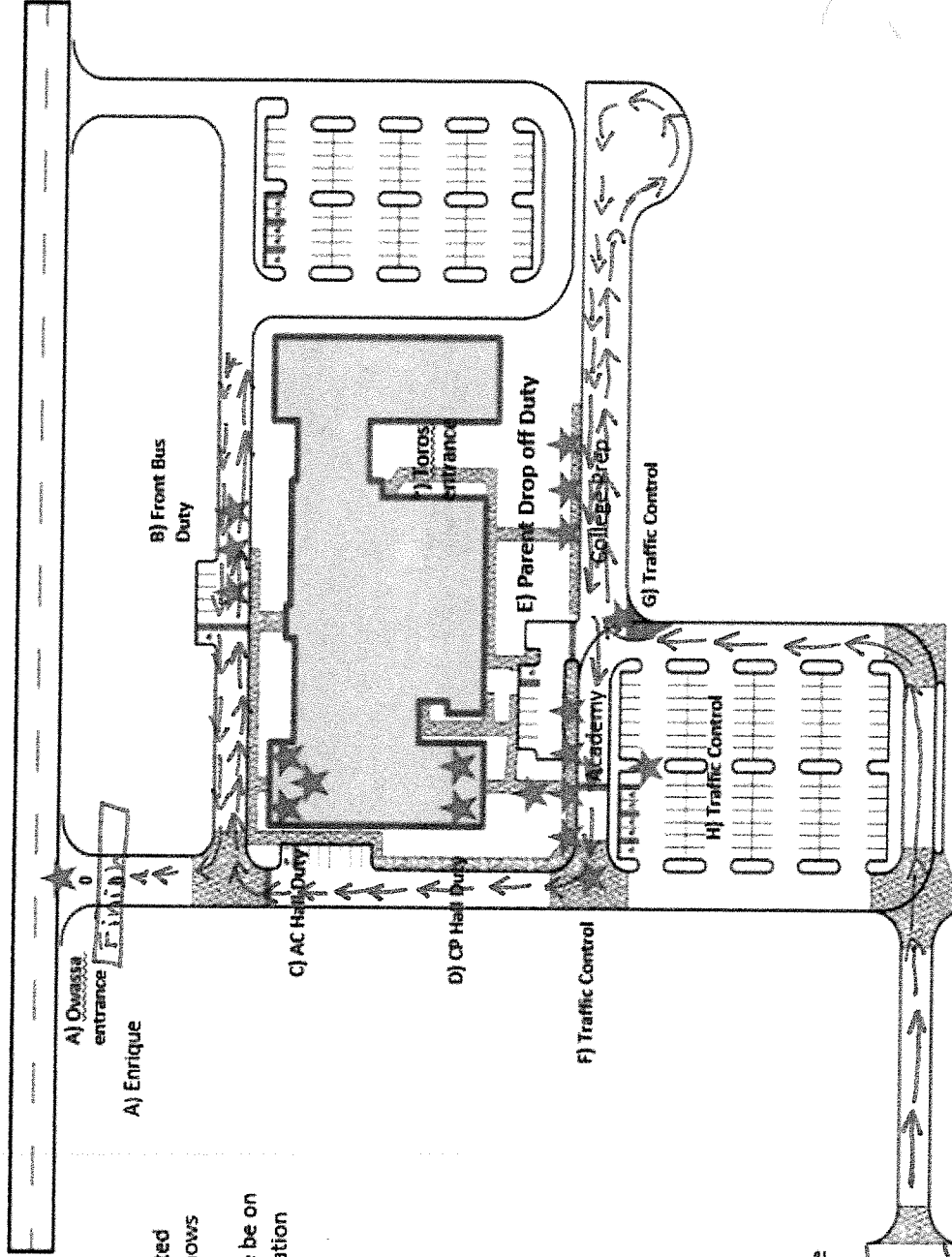
5 min

0.3 mile

All routes are mostly flat

$$\begin{array}{r} 0.3 \\ 0.2 \\ \hline 0.5 \text{ miles} \end{array}$$

OWASSA RD.



The stars represent the designated duty spots for staff, this chart shows group 1.

Drop off starts at 7:10am please be on your spot by 7:00am. Transportation department will assist at 7:20.



F) Nathan P
G) Luis G/Enrique
H) David

Steel Horse

0.51 miles

DROP OFF

B) Elizabeth Quinonez- Bus
Ruben Martinez- Bus
duty & student drop off

Toros
Toros

C) Gilbert Garza-1st
S. Amaya Pre-K
D. Canales-Kinder

D) D. Ledbetter- 2nd floor hall
M. Tan-Cantu- 1st floor hall

E) AC Drop off
N. Villa - 1st pole
I. Salazar- 2nd pole
O. Sarmiento- 3rd pole
V. Chapa- 4th pole
C. De La Fuente - Admin

CP Drop Off
Stevie Luera
Toros
Toros

Owassa
IDEA
Public Schools



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: September 10, 2019

MEETING DATE: September 19, 2019

FROM: Lizette Gomez, Risk Management Coordinator

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Proposals for Aggregate and Individual Stop Loss Insurance for Self-Funded Medical Plan. (Project 1819-01-526-S038-047)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Seek best financial and coverage options for aggregate and individual stop loss insurance for self funded medical plan.

Financial Consideration:

Staff Recommendation: Request to advertise for RFP for Individual and Aggregate Stop Loss Insurance for Self-funded medical plan.

Alternatives:

ROUTING:

Lizette Gomez

Created/Initiated - 9/10/2019

Anali Alanis

Approved - 9/13/2019

Patricia Rigney

Approved - 9/16/2019

Karla Moya

Approved - 9/16/2019

City Management Office

Final Approval - 9/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: September 9, 2019

MEETING DATE: September 19, 2019

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action ratifying one-year extension agreement with South Star Security for Pharr Events Center in-house security services. (Project No.1819-01-530-IPQ018-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: South Star Security has been the in-house security provider for the Pharr Events Center since 2015. This agreement expired in December 2018 and offers yearly extensions thereafter. Respectfully requesting Pharr City Commission to ratify this extension; which offers security services to renters of the Pharr Events Center with all fees paid to South Star Security by the renter, not the City of Pharr.

Financial Consideration: This agreement requires no fiscal consideration from the City of Pharr. All security fees and payments are paid to South Star Security strictly by renters or promoters hosting their event at the Pharr Events Center. In addition, South Star Security provides security services for events hosted by City of Pharr at no charge to the City.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Patricia Rigney

Created/Initiated - 9/9/2019
Approved - 9/12/2019

Karla Moya
City Management Office

Approved - 9/13/2019
Final Approval - 9/13/2019

IN-HOUSE SECURITY COMPANY AGREEMENT RENEWAL

This Agreement is made and entered into as of this 1st Day of December 2018, by and between South Star Security Service herein referred to as "Contractor" and The City of Pharr, herein referred to as "Customer."

WITNESSETH

WHEREAS, the City and Contractor entered into an agreement for security services on December 1, 2015 with a termination date of December 1, 2018.

WHEREAS, said contract provided for an option to extend the contract yearly thereafter on a mutually acceptable basis.

WHEREAS, Contractor sent a letter prior to expiration indicating the same terms would be offered upon renewal.

WHEREAS, the City agreed to extend the contract for an additional year and continue to use Contractor's services under the same terms.

WHEREAS, the City needs the Contractor to continue providing security services to the City.

WHEREAS, the agreement to extend the contract is hereby documented through this agreement.

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

1. TERM:

This Agreement shall commence on December 1, 2018 and continue for a period of **1** year until December 1, 2019. The City of Pharr reserves the unilateral right and option to extend the life of the contract yearly thereafter on a mutually acceptable basis.

2. AFFECTED PREMISES:

Contractor shall furnish security services at:

City of Pharr
Pharr Events Center
3000 North Cage Blvd.
Pharr, Texas 78577

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

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

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

3. SERVICES:

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

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

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

4. FEES:

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

- For Ticketed and Non-Ticketed Concerts, Community Events, and Schools will be charged at \$16.00 per guard/per hour.
- For Promoters, Private Individuals, and/or Firms renting or borrowing the Pharr Event Center: Unarmed guards will be provided at \$16.00 per hour/per guard.
- *Time and a Half* will be charged for all services occurring on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- Contractor acknowledges that the City is not responsible for payment of services for non-city events.

5. PAYMENT:

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

6. TRAINING AND SELECTION OF SECURITY OFFICERS:

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

7. INDEPENDENT CONTRACTOR:

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

8. SUPERVISION:

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

9. STANDARD OF SERVICE:

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

10. REPLACEMENT OF PERSONNEL:

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

11. TOOLS AND SUPPLIES:

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

12. SOLICITATION OF EMPLOYEES:

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

13. CONTRACTOR'S LICENSE:

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

14. CONTROLLING LAW:

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

15. TERMINATION:

This Agreement may be terminated by Customer as follows:

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

This Agreement may be terminated by Contractor as follows:

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

16. NON-APPROPRIATION CLAUSE:

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

17. HOLD HARMLESS AGREEMENT:

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

18. INSURANCE:

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

19. HEADINGS:

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

20. FINAL AGREEMENT:

This Agreement constitutes the final understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by written agreement signed by both parties.

21. NOTICES:

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

If to Company:

South Star Security Svc.

Attn: Juan "Johnny" Ayala

802 W. Del Oro Lane

Pharr, Texas 78577

If to Customer:

City of Pharr

Attention: Gary Rodriguez

118 S. Cage Blvd.

Pharr, Texas 78577

22. SEVERABILITY:

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the 17th day of September 2019.

Name of Firm: South Star Security Svc.

By: _____

Print Name: _____

Title: _____

Date: _____

SUBSCRIBED AND SOWN TO before me, this 17th day of September 2019.

[seal]

Name of Firm: City of Pharr

By: _____

Print Name: _____

Title: _____

Date: _____

SUBSCRIBED AND SOWRN TO before me, this 17th day of September 2019.
[seal]



SOUTH03

OP ID: JE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/03/2019

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

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

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

877-242-9600

CONTACT NAME: Stephen Ormsby

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

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

E-MAIL ADDRESS: certificates@ciainsures.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Steadfast Insurance Company

INSURER B: Zurich American Insurance Co.

INSURER C: American Guarantee and

INSURER D:

INSURER E:

INSURER F:

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Assault & Battery ☒ Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	X		07/07/2019	07/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				07/07/2019	07/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$				01/14/2019	01/14/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A		03/25/2019	03/25/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

See notes...

CERTIFICATE HOLDER

CITPHAR

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: September 11, 2019

MEETING DATE: September 19, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to extend the Supply Contract with Lhoist North America of Texas, Ltd. for Type B Lime Slurry. (Project #1819-01-517-SP001-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Lhoist North American of Texas, Ltd. for Type B Lime Slurry.
(Year 2 of 3).

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the supply contract with Lhoist North American of Texas, Ltd. from Chicago, IL, for an additional year with no increase to the original unit price of \$187.06/ton. This will be the second 1 year contract extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez
Veronica Gutierrez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 9/11/2019
Approved - 9/12/2019
Approved - 9/12/2019
Approved - 9/13/2019
Final Approval - 9/13/2019

**EXTENSION OF AGREEMENT
FOR THE PURCHASE OF TYPE B LIME SLURRY**

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE OF TYPE B LIME SLURRY, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Lhoist North America of Texas, Ltd.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Purchase of Type B Lime Slurry dated, November 07, 2018 by which CONTRACTOR serves as the primary vendor to provide all Type B Lime Slurry needs to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Bid No: 1819-01-517-SP001-001** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 30, 2020. As modified, said term shall terminate on the 30th day of September 2020.

IN WITNESS WHEREOF this extension of Agreement for the Purchase of Type B Lime Slurry has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Lhoist North America of Texas, Ltd.**

LHOIST NORTH AMERICA OF TEXAS, LTD.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: September 12, 2019

MEETING DATE: September 19, 2019

FROM: Ricardo Pedraza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to extend contract with Ceres Environmental Services, Inc. for catastrophic event debris removal services. (Project No. 1415-01-517-0022)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is in year 3 of 4 of the catastrophic event debris removal services contract with Ceres Environmental Services, Inc. and is in need of extending for year 4 of 4.

Financial Consideration:

Staff Recommendation: Staff Recommends approval to extend contract for year 4 of 4.

Alternatives:

ROUTING:

Ricardo Pedraza

Created/Initiated - 9/12/2019

Veronica Gutierrez

Approved - 9/12/2019

Patricia Rigney

Approved - 9/12/2019

Karla Moya

Approved - 9/13/2019

City Management Office

Final Approval - 9/13/2019

**EXTENSION OF AGREEMENT
FOR CATASTROPHIC EVENT DEBRIS REMOVAL SERVICES**

THIS EXTENSION OF AGREEMENT FOR CATASTROPHIC EVENT DEBRIS REMOVAL SERVICES, made and entered into the _____ day _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Ceres Environmental Services, Inc.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 6968 Professional Parkway E, Sarasota Fl 34240.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Catastrophic Event Debris Removal Services dated, September 25, 2015 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for the cleanup, demolition, removal, reduction and disposal of debris so as to provide CITY disaster recovery assistance on an as-needed basis pursuant to Request for Proposals numbered; **Bid No: 1415-01-517-0022** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 25, 2020. As modified, said term shall terminate on the 25th day of September 2020.

IN WITNESS WHEREOF this extension of Agreement for Disaster Debris Clearance and Removal Services has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Ceres Environmental Services, Inc.**

CERES ENVIRONMENTAL SERVICES, INC

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: September 16, 2019

MEETING DATE: September 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: PEDC II

DIRECTOR:

Agenda Item: Consideration and action, if any, on renewal of PEDC II line of credit with Lone Star National Bank.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Victor Perez
Karla Moya
City Management Office

Created/Initiated - 9/16/2019
Approved - 9/16/2019
Approved - 9/16/2019
Final Approval - 9/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: September 16, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action , if any, on Ordinance adopting Tax Rate for FY 2019-2020. *(Adoption on 1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Per Texas Local Tax Code Chapter 26, cities need to officially make a motion to adopt a tax each Fiscal Year.

Proposed Tax Rate ¢ .6990

(See attached ordinance)

Financial Consideration:

Staff Recommendation: "I move that the property tax rate be increased by the adoption of tax rate of ¢.6990, which is effectively an 8% percent increase in the tax rate"

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 9/16/2019
Approved - 9/16/2019
Final Approval - 9/16/2019

ORDINANCE NO: O-2013-38

**AN ORDINANCE SETTING THE TAX RATE AND LEVYING
AD VALOREM TAXES FOR THE CITY OF PHARR, TEXAS
BEGINNING FISCAL YEAR OCTOBER 1, 2019 AND ENDING
SEPTEMBER 30, 2020, DIRECTING THE ASSESSMENT AND
COLLECTION THEREOF, DECLARING AN EMERGENCY
AND AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
PHARR, TEXAS:**

WHEREAS, the Board of Commissioners finds that the tax rate for the fiscal year 2019-2020, as hereinafter levied for current operating expenses, and capital outlays, to pay interest and to provide the sinking fund on outstanding bonds of the City issued for municipal purposes must be levied to provide the revenue requirements of the approved and adopted budget for said fiscal year.

**WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES
FOR MAINTENANCE & OPERATIONS THAN LAST YEAR'S
TAX RATE.**

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

SECTION 1: That there is hereby fixed, levied and assessed for the fiscal year beginning October 1, 2019, and ending September 30, 2020, an ad valorem tax of on each \$100 valuation of property within the limits of the City of Pharr and not exempt from taxation by valid law; that such ad valorem tax shall be apportioned between the interest and sinking fund and the general fund as follows:

M & O	\$.56710
I & S	\$ <u>.01319</u>
TOTAL RATE	\$ <u>.6990</u>

SECTION 2: The Tax Assessor and Collector of the City of Pharr, is hereby directed to assess for such fiscal year the rate herein fixed and levied, and to collect such taxes in accordance with this Ordinance.

SECTION 3: The fact that the fixing and levying of Ad Valorem taxes is of great importance to the order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and

be in full force from and after its passage and approval. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE”

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of September 2019.

CITY OF PHARR

AMBROSIO “AMOS” HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: September 16, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2019 ending September 30, 2020 (***Adoption on 1st Reading***).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As part of Texas Local Government Code Chapter 102, Cities are required to prepare and adopt an annual budget to cover for proposed expenditures for the succeeding year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 9/16/2019
Approved - 9/16/2019
Final Approval - 9/16/2019

ORDINANCE NO: O-2019-___

**AN ORDINANCE ADOPTING AND APPROVING THE
BUDGET FOR THE CITY OF PHARR, TEXAS FOR
YEAR BEGINNING OCTOBER 1, 2018 AND ENDING
SEPTEMBER 30, 2019, APPROPRIATING FUNDS,
AND DECLARING AN EMERGENCY AND AN
EFFECTIVE DATE**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR,
TEXAS:**

WHEREAS, the City Manager of the City of Pharr has prepared a budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020, and has filed same with the City Clerk all in the manner and form and for the length of time required by law; and

WHEREAS, public notice of a public hearing on such budget has been given in the manner and form and for the length of time required by law, and pursuant to such notice, and such public hearing was held, and it is the Judgment of the Board of Commissioners of the City that the law warrants no changes to be made in said budget as prepared by the City Manager and that said Budget should be approved as submitted by the City Manager, and adjusted by the City Commission.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2019 and ending September 30, 2020, as submitted to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects approved and adopted as the Budget for said fiscal year.

SECTION 2: That the sum of **\$95,393,500** is hereby appropriated out of the general fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 3: That the sum of **\$ 0** is hereby appropriated out of the general contingency reserve fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 4: That the sum of **\$ 1,150,900** is hereby appropriated out of the community development fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 5: That the sum of **\$ 622,000** is hereby appropriated out of the asset sharing fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$482,000 is from fund reserves.

SECTION 6: That the sum of **\$ -0-** is hereby appropriated out of the parkland dedication fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 7: That the sum of \$767,300 is hereby appropriated out of the grants fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 8: That the sum of \$1,99,600 is hereby appropriated out of the paving and drainage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 9: That the sum of \$550,000 is hereby appropriated out of the hotel/motel fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 10: That the sum of \$52,365,800 is hereby appropriated out of the general capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$13,365,800 is from fund reserves.

SECTION 11: That the sum of \$34,443,200 is hereby appropriated out of the utility capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$4,443,200 is from fund reserves.

SECTION 12: That the sum of \$16,000,000 is hereby appropriated out of the bridge capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 13: That the sum of \$7,640,200 is hereby appropriated out of the debt service fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 14: That the sum of \$851,000 is hereby appropriated out of the garage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 15: That the sum of \$ 16,421,700 is hereby appropriated out of the utility fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$554,300 is from fund reserves.

SECTION 16: That the sum of \$16,955,400 is hereby appropriated out of the bridge fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 18: That the sum of \$718,200 is hereby appropriated out of the Event Center fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 18: That the sum of \$1,534,900 is hereby appropriated out of the golf course fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 19: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the

passage and approved.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19 day of September, 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CITY OF PHARR
SUMMARY OF
PROPOSED BUDGET 2019-2020



**CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
Revenues					
500 - General Tax Revenue	\$ 30,704,209	\$ 31,218,600	\$ 32,018,600	\$ 32,716,273	\$ 34,625,600
520 - Gross Receipts	2,596,704	2,558,100	2,558,100	2,542,431	2,026,700
530 - Revenue Producing Facilities	4,861,444	5,239,100	5,239,100	4,903,095	5,027,300
540 - Fines and Fees	1,279,507	1,435,500	1,635,500	927,900	989,400
550 - Licenses and Permits	841,546	832,100	832,100	789,747	784,700
560 - Charges for Current Services	2,532,332	889,900	894,700	778,974	1,082,700
570 - Debt Proceeds	19,216,000	18,200,000	18,496,000	19,430,000	39,000,000
580 - Lease Proceeds	2,438,700	942,000	942,000	942,000	1,945,500
580 - Transfers/Others	8,215,220	9,168,500	8,934,900	8,434,900	9,911,600
Total Revenues	\$ 72,685,663	\$ 70,483,800	\$ 71,551,000	\$ 71,465,320	\$ 95,393,500
Expenditures					
10 - City Manager's Office	\$ 1,396,427	\$ 1,384,800	\$ 2,271,800	\$ 2,346,491	\$ 2,392,300
11 - Finance Department	664,074	702,300	667,500	646,482	741,000
12 - Police Department	14,748,620	15,030,800	15,536,800	14,943,046	15,925,000
13 - Purchasing	251,671	285,800	296,200	225,830	298,800
14 - Municipal Court	538,326	576,600	800,200	439,613	616,000
15 - Fire Protection	6,980,120	6,969,700	7,129,100	6,952,305	8,636,900
17 - Street Maintenance	4,661,262	4,702,800	4,847,400	4,689,048	4,405,700
18 - Information Technology	1,373,221	1,989,100	2,248,800	2,183,359	2,125,300
19 - Media	254,393	323,900	339,900	314,666	425,400
20 - Municipal Library	1,372,985	1,563,500	1,632,700	1,494,671	1,716,900
21 - Grants	240,477	245,100	266,300	266,297	269,300
22 - Parks & Recreation	3,900,822	4,919,700	5,132,300	4,133,741	5,287,500
25 - Communications	1,281,283	1,365,600	1,498,500	1,255,930	1,777,300
26 - Human Resources	539,943	602,200	642,300	601,080	716,600
27 - Planning & Community Development	1,871,379	1,478,000	1,682,300	1,732,698	1,665,000
28 - Engineering	579,709	625,000	647,000	599,815	767,200
30 - Non-Departmental	30,502,949	27,718,900	27,541,800	27,444,348	47,627,300
Total Expenditures	\$ 71,157,659	\$ 70,483,800	\$ 73,180,900	\$ 70,269,420	\$ 95,393,500
Net Revenues Over/(Under) Expenditures	\$ 1,528,004	\$ -	\$ (1,629,900)	\$ 1,195,900	\$ -
		Approved	CC Approved		

**CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>Department</u>					
10 - City Manager's Office	\$ 1,396,427	\$ 1,384,800	\$ 2,271,800	\$ 2,346,491	\$ 2,392,300
11 - Finance Department	664,074	702,300	667,500	646,482	741,000
12 - Police Department	14,748,620	15,030,800	15,536,800	14,943,046	15,925,000
13 - Purchasing	251,671	285,800	296,200	225,830	298,800
14 - Municipal Court	538,326	576,600	800,200	439,613	616,000
15 - Fire Protection	6,980,120	6,969,700	7,129,100	6,952,305	8,636,900
17 - Street Maintenance	4,661,262	4,702,800	4,847,400	4,689,048	4,405,700
18 - Information Technology	1,373,221	1,989,100	2,248,800	2,183,359	2,125,300
19 - Media Department	254,393	323,900	339,900	314,666	425,400
20 - Municipal Library	1,372,985	1,563,500	1,632,700	1,494,671	1,716,900
21 - Grants	240,477	245,100	266,300	266,297	269,300
22 - Parks & Recreation	3,900,822	4,919,700	5,132,300	4,133,741	5,287,500
25 - Communication	1,281,283	1,365,600	1,498,500	1,255,930	1,777,300
26 - Human Resources	539,943	602,200	642,300	601,080	716,600
27 - Planning & Community Development	1,871,379	1,478,000	1,682,300	1,732,698	1,665,000
28 - Engineering Department	579,709	625,000	647,000	599,815	767,200
30 - Non-Departmental	30,502,949	27,718,900	27,541,800	27,444,348	47,627,300
Total Expenditures	\$ 71,157,659	\$ 70,483,800	\$ 73,180,900	\$ 70,269,420	\$ 95,393,500
<u>Activity</u>					
1100- Personnel Services	\$ 30,058,294	\$ 32,340,000	\$ 34,360,700	\$ 32,768,921	\$ 35,554,100
2200- Supplies	1,321,557	1,666,500	1,656,300	1,329,645	1,795,900
3300- Maintenance	619,973	1,042,100	1,135,400	1,038,185	1,195,800
4400- Rentals	182,505	164,700	164,700	158,224	174,200
5500- Other Services	3,254,602	3,426,300	3,521,800	3,042,378	3,709,400
6600- Vehicle Maintenance	1,242,123	1,340,200	1,339,900	1,233,211	1,424,500
7700- Debt Service	1,469,525	1,743,100	1,743,100	1,752,508	1,866,800
8800- Capital Outlay	2,506,132	1,042,000	1,717,200	1,502,000	2,045,500
9900- Transfers Out	22,980,754	21,250,800	21,390,500	21,216,691	41,047,200
9900- Non-Departmental	7,522,194	6,468,100	6,151,300	6,227,658	6,580,100
Total Expenditures	\$ 71,157,659	\$ 70,483,800	\$ 73,180,900	\$ 70,269,420	\$ 95,393,500
<u>Function</u>					
General government	\$ 12,070,284	\$ 11,342,500	\$ 12,518,600	\$ 12,514,629	\$ 13,163,900
Public safety	23,548,349	23,942,700	24,964,600	23,590,895	26,955,200
Highways and streets	4,661,262	4,702,800	4,847,400	4,689,048	4,405,700
Health and welfare	2,623,203	2,761,800	2,694,800	2,629,745	2,817,100
Culture and recreation	5,273,806	6,483,200	6,765,000	5,628,412	7,004,400
Transfers Out	22,980,754	21,250,800	21,390,500	21,216,691	41,047,200
Total Expenditures	\$ 71,157,659	\$ 70,483,800	\$ 73,180,900	\$ 70,269,420	\$ 95,393,500

CITY OF PHARR
SPECIAL REVENUE FUNDS
PROPOSED BUDGET 2019-2020



**CITY OF PHARR, TX
COMBINED SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>Revenues</u>					
500 - General Tax Revenue	\$ 685,987	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
560 - Charges for Current Services	1,044,299	1,091,600	1,061,600	1,083,264	1,104,400
560 - Intergovernmental	282,724	70,000	70,000	870,000	120,000
570 - Grants	3,100,112	2,863,800	2,872,600	2,132,363	1,918,200
580 - Others	35,038	2,000	2,000	39,784	45,200
Total Revenues	\$ 5,148,160	\$ 4,577,400	\$ 4,556,200	\$ 4,675,411	\$ 3,737,800
<u>Expenditures</u>					
General government	\$ 1,152,300	\$ 858,500	\$ 867,300	\$ 413,790	\$ 784,300
Public safety	1,268,298	1,804,800	1,732,800	1,021,463	1,389,300
Debt Service	437,399	407,500	407,500	407,500	407,500
Transfer Out	1,727,000	1,561,600	1,561,600	1,570,700	1,608,700
Total Expenditures	\$ 4,584,996	\$ 4,632,400	\$ 4,569,200	\$ 3,413,453	\$ 4,189,800
Net Revenues Over/(Under) Expenditures	\$ 563,164	\$ (55,000)	\$ (13,000)	\$ 1,261,958	\$ (452,000)

**CITY OF PHARR, TX
HOTEL / MOTEL FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Hotel/Motel Tax	\$ 685,987	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
Interest	-	-	-	37,419	-
Total	<u>\$ 685,987</u>	<u>\$ 550,000</u>	<u>\$ 550,000</u>	<u>\$ 587,419</u>	<u>\$ 550,000</u>
<u>EXPENDITURES</u>					
General government:					
Other Services	<u>25,070</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>40,900</u>
Culture and Recreation:					
Transfer Out-General Fund	60,000	60,000	60,000	60,000	60,000
Transfer Out-PEDC	68,400	59,300	59,300	68,400	-
Transfer Out-Chamber	-	-	-	-	68,400
Transfer Out-Event Center	398,599	-	-	-	-
Transfer Out-Tax Notes	<u>350,000</u>	<u>380,700</u>	<u>380,700</u>	<u>380,700</u>	<u>380,700</u>
Sub Total	<u>877,000</u>	<u>500,000</u>	<u>500,000</u>	<u>509,100</u>	<u>509,100</u>
Total	<u>902,070</u>	<u>550,000</u>	<u>550,000</u>	<u>559,100</u>	<u>550,000</u>
Net Revenues Over/(Under) Expenditures	<u>\$ (216,083)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 28,319</u>	<u>\$ -</u>

**CITY OF PHARR, TX
PARKLAND DEDICATION FEE FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Parkland Dedication Fees	\$ -	\$ 30,000	\$ -	\$ -	\$ -
Interest	<u>500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 500</u>	<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>EXPENDITURES</u>					
Culture and Recreation:					
Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Revenues Over/(Under) Expenditures	<u><u>\$ 500</u></u>	<u><u>\$ 30,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**CITY OF PHARR, TX
PAVING & DRAINAGE FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Paving & Drainage Fee	\$ 1,044,299	\$ 1,061,600	\$ 1,061,600	\$ 1,053,264	\$ 1,074,400
Interest Income	<u>19,499</u>	<u>-</u>	<u>-</u>	<u>25,210</u>	<u>25,200</u>
Total	<u>\$ 1,063,798</u>	<u>\$ 1,061,600</u>	<u>\$ 1,061,600</u>	<u>\$ 1,078,474</u>	<u>\$ 1,099,600</u>
<u>EXPENDITURES</u>					
Highways and Streets:					
Transfer Out	<u>\$ 850,000</u>	<u>\$ 1,061,600</u>	<u>\$ 1,061,600</u>	<u>\$ 1,061,600</u>	<u>\$ 1,099,600</u>
Total	<u>\$ 850,000</u>	<u>\$ 1,061,600</u>	<u>\$ 1,061,600</u>	<u>\$ 1,061,600</u>	<u>\$ 1,099,600</u>
Net Revenues Over/(Under) Expenditures	<u><u>\$ 213,798</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 16,874</u></u>	<u><u>\$ -</u></u>

**CITY OF PHARR, TX
ASSET SHARING FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Intergovernmental	\$ 282,724	\$ 70,000	\$ 70,000	\$ 870,000	\$ 120,000
Interest	<u>7,195</u>	<u>2,000</u>	<u>2,000</u>	<u>14,574</u>	<u>20,000</u>
Total	<u>\$ 289,919</u>	<u>\$ 72,000</u>	<u>\$ 72,000</u>	<u>\$ 884,574</u>	<u>\$ 140,000</u>
<u>EXPENDITURES</u>					
Public Safety:					
Personnel	\$ -	\$ 85,000	\$ 85,000	\$ 100,000	\$ 100,000
Supplies	34,805	-	-	-	-
Maintenance	-	-	-	-	-
Other	14,630	-	-	-	-
Transfer Out	367,000	-	-	-	-
Capital Outlay	<u>1,645</u>	<u>72,000</u>	<u>-</u>	<u>-</u>	<u>522,000</u>
Total	<u>\$ 418,080</u>	<u>\$ 157,000</u>	<u>\$ 85,000</u>	<u>\$ 100,000</u>	<u>\$ 622,000</u>
Net Revenues Over/(Under) Expenditures	<u>\$ (128,160)</u>	<u>\$ (85,000)</u>	<u>\$ (13,000)</u>	<u>\$ 784,574</u>	<u>\$ (482,000)</u>

**CITY OF PHARR, TX
COMMUNITY DEVELOPMENT BLOCK GRANT FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Grants-CDBG - Current Year	\$ 853,882	\$ 1,202,100	\$ 1,202,100	\$ 1,202,100	\$ 1,150,900
Grants-Other CDBG Program Funds	370,750	13,900	13,900	-	-
Transfer In	<u>339,996</u>	<u>-</u>	<u>8,800</u>	<u>8,800</u>	<u>-</u>
Total Revenues	<u>\$ 1,564,629</u>	<u>\$ 1,216,000</u>	<u>\$ 1,224,800</u>	<u>\$ 1,210,900</u>	<u>\$ 1,150,900</u>
<u>EXPENDITURES</u>					
Personnel	\$ 130,945	\$ 170,100	\$ 176,900	\$ 146,510	\$ 175,700
Supplies	5,947	6,000	8,000	7,000	6,000
Maintenance	54	500	500	-	500
Rentals	2,198	3,200	3,200	1,680	3,200
Other	21,203	19,100	19,100	39,100	29,100
Vehicle Maintenance	652	1,500	1,500	1,500	1,500
Debt Service	437,399	407,500	407,500	407,500	407,500
Non-Departmental	<u>966,230</u>	<u>608,100</u>	<u>608,100</u>	<u>168,000</u>	<u>527,400</u>
Total Expenditures	<u>\$ 1,564,629</u>	<u>\$ 1,216,000</u>	<u>\$ 1,224,800</u>	<u>\$ 771,290</u>	<u>\$ 1,150,900</u>
Net Revenues Over/(Under) Expenditures	<u><u>0.04</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 439,610</u></u>	<u><u>\$ -</u></u>
<u>EXPENDITURES</u>					
General government	1,564,629	1,216,000	1,224,800	771,290	1,150,900
Culture and recreation	-	-	-	-	-
Highways and streets	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u><u>\$ 1,564,629</u></u>	<u><u>\$ 1,216,000</u></u>	<u><u>\$ 1,224,800</u></u>	<u><u>\$ 771,290</u></u>	<u><u>\$ 1,150,900</u></u>

**CITY OF PHARR, TX
GRANTS FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
REVENUES					
Police	\$ 787,518	\$ 1,647,800	\$ 1,647,800	\$ 909,959	\$ 744,100
Fire	10,772	-	-	11,504	23,200
Communication	51,928	-	-	-	-
Library	477,543	-	-	-	-
Parks & Recreation	207,722	-	-	-	-
					-
Total Revenues	\$ 1,535,483	\$ 1,647,800	\$ 1,647,800	\$ 921,463	\$ 767,300
EXPENDITURES BY FUNCTION					
Public Safety:					
Police	\$ 787,518	\$ 1,647,800	\$ 1,647,800	\$ 909,959	\$ 744,100
Fire	10,772	-	-	11,504	23,200
Communication	51,928	-	-	-	-
	850,218	1,647,800	1,647,800	921,463	767,300
Culture and Recreation:					
Library	477,543	-	-	-	-
Parks & Recreation	207,722	-	-	-	-
	685,266	-	-	-	-
Total Expenditures	\$ 1,535,483	\$ 1,647,800	\$ 1,647,800	\$ 921,463	\$ 767,300
Net Revenues Over/(Under) Expenditures	\$ (0)	\$ -	\$ -	0.04	\$ -
EXPENDITURES BY ACTIVITY					
Personnel	\$ 741,234	\$ 1,325,400	\$ 1,325,400	\$ 753,269	\$ 628,600
Supplies	51,768	-	-	12,854	28,200
Other	16,749	-	-	-	-
Vehicle Maintenance	-	-	-	1,099	1,100
Capital Outlay	248,190	322,400	322,400	154,240	109,400
Transfers Out	477,543	-	-	-	-
Total Expenditures	\$ 1,535,483	\$ 1,647,800	\$ 1,647,800	\$ 921,463	\$ 767,300

CITY OF PHARR, TX
GENERAL CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
REVENUES					
Intergovernmental	\$ 400,000	\$ -	\$ -	\$ -	\$ -
Transfers In (Debt Proceeds)	19,852,543	18,200,000	18,496,000	19,430,000	39,000,000
			-		
Total Revenues	\$ 20,252,543	\$ 18,200,000	\$ 18,496,000	\$ 19,430,000	\$ 39,000,000
EXPENDITURES					
Parks	\$ -	\$ -	\$ -	\$ 300,000	\$ -
Street Projects	3,939,180	500,000	500,000	75,000	29,365,800
Infrastructure	-	-	-	1,600,000	11,400,000
Other	4,877,479	6,363,500	6,363,500	4,713,500	11,600,000
Total Expenditures	\$ 8,816,659	\$ 6,863,500	\$ 6,863,500	\$ 6,688,500	\$ 52,365,800
Net Revenues Over/(Under) Expenditures	\$ 11,435,884	\$ 11,336,500	\$ 11,632,500	\$ 12,741,500	\$ (13,365,800)

CITY OF PHARR, TX
UTILITY CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
REVENUES					
Debt Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 25,000,000
TWDB Grant	-	-	-	-	5,000,000
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 30,000,000
EXPENSES					
Capital Projects	\$ 10,416,610	\$ 3,175,000	\$ 3,175,000	\$ 760,000	\$ 34,443,200
Total Expenses	\$ 10,416,610	\$ 3,175,000	\$ 3,175,000	\$ 760,000	\$ 34,443,200
Net Revenues Over/(Under) Expenses	<u>\$ (10,416,610)</u>	<u>\$ (3,175,000)</u>	<u>\$ (3,175,000)</u>	<u>\$ (760,000)</u>	<u>\$ (4,443,200)</u>

CITY OF PHARR, TX
BRIDGE CAPITAL IMPROVEMENT PROJECTS FUND
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
<u>EXPENSES</u>					
Capital Projects	\$ -	\$ 8,000,000	\$ 8,000,000	\$ -	\$ 16,000,000
Other	-	-	-	-	-
Total Expenses	\$ -	\$ 8,000,000	\$ 8,000,000	\$ -	\$ 16,000,000
Net Revenues Over/(Under) Expenses	<u>\$ -</u>	<u>\$ (8,000,000)</u>	<u>\$ (8,000,000)</u>	<u>\$ -</u>	<u>\$ (16,000,000)</u>

CITY OF PHARR
DEBT SERVICE
PROPOSED BUDGET 2019-2020



**CITY OF PHARR, TX
DEBT SERVICE
SUMMARY OF REVENUES AND EXPENDITURES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
REVENUES					
Property Tax (Current & Delinquent)	\$ 2,328,607	\$ 2,412,500	\$ 2,412,500	\$ 2,408,939	\$ 4,073,100
Property Tax Penalty and Interest	57,941	50,000	50,000	59,000	50,000
Interest	71,612	25,000	25,000	86,274	86,200
Transfer In	4,527,227	3,714,000	3,714,000	3,714,000	3,430,900
Total Revenues	\$ 6,985,387	\$ 6,201,500	\$ 6,201,500	\$ 6,268,213	\$ 7,640,200
EXPENDITURES					
Principal	\$ 5,096,292	\$ 4,535,800	\$ 4,535,800	\$ 4,535,800	\$ 5,321,300
Interest	1,581,246	1,665,700	1,665,700	1,665,700	2,318,900
Total Expenditures	\$ 6,677,539	\$ 6,201,500	\$ 6,201,500	\$ 6,201,500	\$ 7,640,200
Net Revenues Over/(Under) Expenditures	<u>\$ 307,849</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 66,713</u>	<u>\$ -</u>

CITY OF PHARR
ENTERPRISE FUNDS
PROPOSED BUDGET 2019-2020



**CITY OF PHARR, TX
UTILITY FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Water	\$ 8,116,132	\$ 7,861,500	\$ 7,861,500	\$ 7,771,134	\$ 9,151,500
Sewer	5,826,736	5,701,400	5,701,400	5,584,953	6,551,600
Other	12,011	25,400	25,400	17,818	15,400
Grants	2,775,865	-	-	-	-
Debt Proceeds	-	859,400	859,400	859,400	-
Interest	148,474	70,000	74,800	148,884	148,900
Transfer In	9,942,737	-	65,600	65,600	-
Total Revenues	\$ 26,821,954	\$ 14,517,700	\$ 14,588,100	\$ 14,447,789	\$ 15,867,400
<u>EXPENSES</u>					
81 Administration	\$ 780,081	\$ 783,700	\$ 845,600	\$ 882,405	\$ 938,500
82 Water Production	1,586,394	1,877,900	1,907,900	1,682,923	2,359,900
83 Water Distribution	1,970,696	3,213,800	3,281,800	2,082,512	2,333,200
84 Water Treatment Plant	2,034,282	2,347,300	2,391,000	2,045,697	2,357,300
86 Sewer Collection	257,556	415,600	415,600	386,234	381,800
87 Non-Departmental	9,743,526	1,454,200	1,422,000	1,422,000	2,118,400
72 Debt Service	1,080,080	4,424,200	4,424,200	4,424,200	5,933,200
Total Expenses	\$ 17,452,615	\$ 14,516,700	\$ 14,688,100	\$ 12,925,970	\$ 16,422,300
Net Revenues Over/(Under) Expenses	\$ 9,369,339	\$ 1,000	\$ (100,000)	\$ 1,521,818	\$ (554,900)
1100- Personnel Services	\$ 3,152,670	\$ 3,629,100	\$ 3,806,700	\$ 3,422,955	\$ 4,110,500
2200- Supplies	1,185,096	1,345,500	1,345,500	1,140,930	1,415,500
3300- Maintenance	554,492	699,500	724,500	652,395	809,500
4400- Rentals	6,206	8,700	8,700	2,600	3,900
5500- Other Services	1,436,045	1,577,500	1,577,500	1,384,291	1,517,500
6600- Vehicle Maintenance	253,457	211,400	212,400	169,400	206,900
72/73 Long Term Debt Service	1,080,080	4,424,200	4,424,200	4,424,200	5,933,200
7700- Debt Service-Lease	25,732	307,200	307,200	307,200	306,900
8800- Capital Outlay	15,310	859,400	859,400	-	-
9900- Transfer Out	4,138,867	524,400	524,400	524,400	567,400
9900- Non-Departmental	5,604,659	929,800	897,600	897,600	1,551,000
	\$ 17,452,615	\$ 14,516,700	\$ 14,688,100	\$ 12,925,970	\$ 16,422,300

**CITY OF PHARR, TX
EVENT CENTER
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Rental	\$ 98,850	\$ 58,000	\$ 58,000	\$ 85,000	\$ 120,000
Facility Fees	15,163	23,100	23,100	18,000	20,600
Concession	197,979	180,000	180,000	235,000	235,000
Transfer In	<u>379,954</u>	<u>448,600</u>	<u>461,000</u>	<u>354,615</u>	<u>342,600</u>
Total Revenues	<u>\$ 691,945</u>	<u>\$ 709,700</u>	<u>\$ 722,100</u>	<u>\$ 692,615</u>	<u>\$ 718,200</u>
<u>EXPENSES</u>					
Personnel	\$ 420,784	\$ 373,000	\$ 385,400	\$ 441,643	\$ 442,400
Supplies	121,903	182,000	182,000	117,818	122,300
Maintenance	11,462	10,000	10,000	10,000	10,000
Rentals	2,458	2,800	2,800	1,206	2,800
Other	<u>135,338</u>	<u>141,900</u>	<u>141,900</u>	<u>120,857</u>	<u>140,700</u>
Total Expenses	<u>\$ 691,945</u>	<u>\$ 709,700</u>	<u>\$ 722,100</u>	<u>\$ 691,524</u>	<u>\$ 718,200</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ 0</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,091</u></u>	<u><u>\$ -</u></u>

**CITY OF PHARR, TX
BRIDGE FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Toll Fees	\$ 13,675,346	\$ 14,162,000	\$ 14,162,000	\$ 14,072,446	\$ 14,853,900
Debt Proceeds	-	520,000	200,000	200,000	1,750,000
Other	300,723	313,800	313,800	249,216	249,200
Interest	96,427	50,000	50,000	107,993	102,300
Transfer In - Other	520,000	-	30,700	30,700	-
Total	\$ 14,592,495	\$ 15,045,800	\$ 14,756,500	\$ 14,660,355	\$ 16,955,400
<u>EXPENSES</u>					
Personnel	\$ 1,061,295	\$ 1,413,000	\$ 1,401,100	\$ 1,327,700	\$ 1,351,900
Supplies	165,659	224,400	255,500	255,500	276,000
Maintenance	437,256	196,300	484,300	484,300	448,400
Rentals	4,038	5,600	5,600	3,100	3,100
Other	1,067,764	723,100	955,100	984,137	1,097,900
Vehicle Maintenance	11,560	20,900	20,900	14,500	19,200
Long Term Debt Service	185,543	1,294,500	1,294,500	1,294,500	1,442,000
Capital Outlay	477	520,000	1,293,000	1,293,000	1,750,000
Transfer Out	11,221,482	10,333,400	9,865,500	9,865,500	10,277,100
Non-Departmental	1,103,524	314,600	374,000	374,000	289,800
Total	\$ 15,258,597	\$ 15,045,800	\$ 15,949,500	\$ 15,896,237	\$ 16,955,400
Net Revenues Over/(Under) Expenses	<u><u>\$ (666,102)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (1,193,000)</u></u>	<u><u>\$ (1,235,882)</u></u>	<u><u>-</u></u>

**CITY OF PHARR, TX
GOLF COURSE FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Green & Member Fees	\$ 416,613	\$ 475,900	\$ 475,900	\$ 407,828	\$ 407,900
Cart Rental	185,545	210,300	210,300	184,164	184,200
Food & Beverage	122,332	131,500	131,500	131,834	131,900
Other	76,875	76,200	76,200	91,981	92,000
Interest	12,852	5,000	5,000	11,742	11,800
Lease Proceeds	-	227,000	227,000	80,000	135,000
Transfer In	439,200	494,600	513,600	466,676	572,100
Total Revenues	\$ 1,253,418	\$ 1,620,500	\$ 1,639,500	\$ 1,374,224	\$ 1,534,900
<u>EXPENSES</u>					
Personnel	\$ 712,111	\$ 876,900	\$ 895,900	\$ 765,973	\$ 862,100
Supplies	224,790	244,500	244,500	231,058	244,500
Maintenance	37,769	30,000	30,000	76,147	30,000
Rentals	8,462	7,000	7,000	2,500	7,000
Other	88,912	106,300	106,300	84,605	106,300
Vehicle Maintenance	13,046	14,800	14,800	16,340	16,400
Debt Service-Lease	67,170	108,700	108,700	108,700	128,300
Capital Outlay	9,517	227,000	227,000	80,000	135,000
Non-Departmental	252,968	5,300	5,300	5,300	5,300
Total Expenses	\$ 1,414,745	\$ 1,620,500	\$ 1,639,500	\$ 1,370,624	\$ 1,534,900
Net Revenues Over/(Under) Expenses	<u>(161,328)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,600</u>	<u>\$ -</u>

CITY OF PHARR
INTERNAL SERVICE FUND
PROPOSED BUDGET 2019-2020



**CITY OF PHARR, TX
GARAGE FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
General Fund	\$ 508,457	\$ 692,200	\$ 692,200	\$ 565,693	\$ 738,400
Utility Fund	171,962	132,700	132,700	60,074	101,400
Bridge Fund	2,258	10,400	10,400	1,772	8,700
Golf Course Fund	1,377	1,000	1,000	663	1,000
CDBG Fund	685	900	-	25	900
PEDC	82	-	900	120	600
Total	<u>\$ 684,820</u>	<u>\$ 837,200</u>	<u>\$ 837,200</u>	<u>\$ 628,347</u>	<u>\$ 851,000</u>
<u>EXPENSES</u>					
Personnel	\$ 181,955	\$ 203,700	\$ 210,200	\$ 206,456	\$ 210,900
Supplies	(19,957)	6,200	6,200	-	6,200
Maintenance	-	3,000	3,000	-	3,000
Other	8,337	11,300	11,300	3,371	11,300
Vehicle Maintenance	485,684	604,900	604,900	410,866	611,300
Debt Service	562	8,100	8,100	8,052	8,300
Capital Outlay	37,036	-	-	-	-
Total	<u>\$ 693,618</u>	<u>\$ 837,200</u>	<u>\$ 843,700</u>	<u>\$ 628,745</u>	<u>\$ 851,000</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ (8,798)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (6,500)</u></u>	<u><u>(398)</u></u>	<u><u>\$ -</u></u>

CITY OF PHARR
COMPONENT UNITS
PROPOSED BUDGET 2019-2020



**CITY OF PHARR, TX
BLENDED COMPONENT UNIT
PEDC II FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Sales Tax	\$ 4,672,378	\$ 4,693,100	\$ 4,693,100	\$ 4,957,049	\$ 5,155,400
Interest	89,135	65,000	65,000	137,018	135,000
Transfer In	1,229,500	1,229,500	1,229,500	-	-
Debt Proceeds	2,841,028	213,000	213,000	-	600,000
Other	391,478	1,073,600	983,600	450,000	490,400
Total	<u>\$ 9,223,520</u>	<u>\$ 7,274,200</u>	<u>\$ 7,184,200</u>	<u>\$ 5,544,067</u>	<u>\$ 6,380,800</u>
<u>EXPENSES</u>					
Personnel	\$ 789,860	\$ 616,000	\$ 495,300	\$ 496,063	\$ 577,900
Supplies	21,950	23,500	20,500	20,500	23,500
Maintenance	41,828	75,000	75,000	35,000	75,000
Rentals	3,252	4,200	4,200	-	4,200
Other Services	1,280,775	769,600	869,600	696,599	794,300
Vehicle Maintenance	775	1,500	1,500	700	1,300
Debt Service	4,973,490	2,621,100	2,621,100	2,621,100	1,899,900
Capital Outlay	43,483	60,000	60,000	60,000	-
Non-Departmental	6,914,350	3,103,300	3,124,500	2,406,300	2,015,900
Transfers Out	1,664,563	-	-	-	988,800
Total	<u>\$ 15,734,326</u>	<u>\$ 7,274,200</u>	<u>\$ 7,271,700</u>	<u>\$ 6,336,262</u>	<u>\$ 6,380,800</u>
Net Revenues Over/(Under) Expenses	<u>\$ (6,510,806)</u>	<u>\$ -</u>	<u>\$ (87,500)</u>	<u>\$ (792,195)</u>	<u>\$ -</u>

CITY OF PHARR, TX
 BLENDED COMPONENT UNIT
 TAX INCREMENT REINVESTMENT ZONE #1 FUND
 SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Property Tax	\$ 215,712	\$ 420,000	\$ 420,000	\$ 420,000	\$ 578,400
Other					
Total	<u>\$ 215,712</u>	<u>\$ 420,000</u>	<u>\$ 420,000</u>	<u>\$ 420,000</u>	<u>\$ 578,400</u>
<u>EXPENSES</u>					
Incentives	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ 215,712</u></u>	<u><u>\$ 420,000</u></u>	<u><u>\$ 420,000</u></u>	<u><u>\$ 420,000</u></u>	<u><u>\$ 578,400</u></u>

CITY OF PHARR, TX
 BLENDED COMPONENT UNIT
 TAX INCREMENT REINVESTMENT ZONE #2 FUND
 SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Property Tax	\$ 348,036	\$ 547,700	\$ 547,700	\$ 346,400	\$ 657,500
Other					
Total	<u>\$ 348,036</u>	<u>\$ 547,700</u>	<u>\$ 547,700</u>	<u>\$ 346,400</u>	<u>\$ 657,500</u>
<u>EXPENSES</u>					
Incentives	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ 348,036</u></u>	<u><u>\$ 547,700</u></u>	<u><u>\$ 547,700</u></u>	<u><u>\$ 346,400</u></u>	<u><u>\$ 657,500</u></u>

CITY OF PHARR, TX
DISCRETELY COMPONENT UNIT
PHARR HOUSING FINANCE CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Other	9,112	5,000	5,000	12,000	12,000
Total	<u>\$ 9,112</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 12,000</u>	<u>\$ 12,000</u>
<u>EXPENSES</u>					
Professional Fees	<u>1,427,090</u>	<u>200,000</u>	<u>200,000</u>	<u>200,000</u>	<u>212,000</u>
Total	<u>\$ 1,427,090</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 212,000</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ (1,417,978)</u></u>	<u><u>\$ (195,000)</u></u>	<u><u>\$ (195,000)</u></u>	<u><u>\$ (188,000)</u></u>	<u><u>\$ (200,000)</u></u>

CITY OF PHARR, TX
DISCRETELY COMPONENT UNIT
PHFC/JACKSON PLACE APARTMENTS CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
REVENUES					
Rent Revenue	\$ 1,312,293	\$ 1,818,900	\$ 1,818,900	\$ 1,910,445	\$ 1,929,600
Other	<u>90,363</u>	<u>-</u>	<u>-</u>	<u>113,407</u>	<u>113,500</u>
Total	<u>\$ 1,402,656</u>	<u>\$ 1,818,900</u>	<u>\$ 1,818,900</u>	<u>\$ 2,023,852</u>	<u>\$ 2,043,100</u>
EXPENSES					
Personnel Services	216,132	249,300	249,300	258,668	261,300
Supplies	-	10,000	10,000	10,000	15,000
Maintenance	54,298	62,400	62,400	75,077	75,900
Other Services	227,834	331,000	331,000	409,717	415,300
Capital Outlay	3,269,712	-	-	-	-
Debt Service	2,131,469	2,250,100	2,250,100	2,250,100	2,250,200
Other	<u>475,709</u>	<u>-</u>	<u>-</u>	<u>144,822</u>	<u>144,900</u>
Total	<u>6,375,154</u>	<u>2,902,800</u>	<u>2,902,800</u>	<u>3,148,384</u>	<u>3,162,600</u>
Net Revenues Over/(Under) Expenses	<u>\$ (4,972,499)</u>	<u>\$ (1,083,900)</u>	<u>\$ (1,083,900)</u>	<u>\$ (1,124,532)</u>	<u>\$ (1,119,500)</u>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: September 15, 2019

MEETING DATE: September 19, 2019

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance adopting Adverse Incident Pay Policy. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has created this policy to establish a special compensation provision for the "Impact Period" of an "Adverse Incident."

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Anali Alanis

Created/Initiated - 9/15/2019

Anali Alanis

Approved - 9/15/2019

Patricia Rigney

Approved - 9/16/2019

Karla Moya

Approved - 9/16/2019

City Management Office

Final Approval - 9/16/2019

ORDINANCE NO. O-2019-_____

AN ORDINANCE ADOPTING ADVERSE INCIDENT PAY POLICY AND REPEALING, SUPERSEDING, AND RENDERING NULL AND VOID ALL PRIOR ORDINANCES ADOPTING A PREEXISTING ADVERSE INCIDENT PAY POLICY, AS AMENDED FROM TIME TO TIME

WHEREAS, the City of Pharr has determined that it is necessary to create a policy to establish a special compensation provision for the “Impact Period” of an “Adverse Incident.” This policy shall outline the responsibilities of its employees during this period; and

WHEREAS, an Adverse Incident may be caused by, but is not limited to: natural (e.g. severe weather, flooding), technological (e.g. oil or hazardous materials release), or human-caused (e.g. an intentional or criminal act) incidents that cause an immediate threat to life safety, property or the environment in the City and results in the suspension or limiting delivery of routine City business functions; and

WHEREAS, if it is determined that a condition exists or has the potential to occur that could cause an immediate threat to the life safety, property, or the environment in the City, the City Manager, or designee, may suspend all provisions of the City of Pharr’s Personnel Rules except for those sections concerning Safety, Wages, and Discipline; and

WHEREAS, the Board of Commissioners has commissioned the preparation of this Adverse Incident Pay Policy, which is attached as an exhibit to this Ordinance and is hereby incorporated by reference for all purposes.

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

SECTION 1 - ADOPTION OF ADVERSE INCIDENT PAY POLICY

The Board of Commissioners hereby adopts the Adverse Incident Pay Policy, which is attached as Exhibit “A” to this Ordinance and is incorporated by reference for all purposes.

SECTION 2 - SEVERABILITY CLAUSE

If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 3 – SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect,

unimpaired hereby.

SECTION 4 - EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5 – REPEALING CLAUSE

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

SECTION 6 – CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 7- PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

ADVERSE INCIDENT PAY POLICY

(Approved 10/21/2019)

Policy Summary

The City of Pharr has created this policy to establish a special compensation provision for the “Impact Period” of an “Adverse Incident.” It is also the policy of the City of Pharr to outline the responsibilities of its employees during this period.

An Adverse Incident may be caused by, but is not limited to: natural (e.g. severe weather, flooding), technological (e.g. oil or hazardous materials release), or human-caused (e.g. an intentional or criminal act) incidents that cause an immediate threat to life safety, property or the environment in the City and results in the suspension or limiting delivery of routine City business functions.

If it is determined that a condition exists or has the potential to occur that could cause an immediate threat to the life safety, property, or the environment in the City, the City Manager, or designee, may suspend all provisions of the City of Pharr’s Personnel Rules except for those sections concerning Safety, Wages, and Discipline.

Scope

This policy applies to all non-exempt and exempt employees including Public Safety Personnel.

A. ADVERSE INCIDENT PROCEDURES

1. Notification of Adverse Incident Procedures

The City Manager, or designee, will notify all employees through Department Directors or Managers when an adverse incident exists or has the potential to occur. Impact period will be considered to be in effect when the City Manager, or designee, through an Administrative Directive and/or Resolution advises an Adverse Incident exists and the Impact Period has commenced.

B. IMPACT PERIODS

1. **Pre-Impact Period:** This is the time prior to a potential adverse incident and includes emergency response activities and mitigation measures by the City of Pharr’s departments in preparing or responding to an adverse incident or potential adverse incident. This period may begin when the City Manager, or designee, notifies Department Directors or Managers an adverse incident has the potential to occur and/or the City Emergency Operations Center (EOC) is activated.
2. **Impact Period:** This is the time during which emergency response activities continue and/or restoration of critical services are conducted to protect life safety, property and the environment, and most routine city business functions may be suspended. During this period, City management may designate key essential personnel to take mandatory shelter in a facility recognized or approved by the City (EOC, designated shelter, etc.). The Impact Period begins when a majority of routine City business functions are closed and ends when the City Manager, or designee, notifies employees that it is safe for most routine City business functions to resume and City employees to return to work.

3. **Post-Impact Period:** This is the time in which restoration of non-critical services are conducted and the City is poised to reestablish normal operations. The emergency response to the adverse incident has passed and post-incident operations are initiated. Operations such as debris removal, building and infrastructure damage assessments are done and public service needs (i.e. private property damage assessment, street signs are put up, small business loan are initiated, etc.) are met. During this period, City Management may designate key essential personnel to function in mandatory shift work to address the public needs. The key goal in this period is to get the city back to normal operations.

C. EMPLOYEE STATUS

1. Prior to a determination of the existence of an adverse incident, Department Directors or designees shall, designate “Emergency Essential” and “Emergency Non-Essential” personnel. If applicable, this status should be indicated on the employee job description. Individual employee status may change, as the needs of the City change, during the adverse incident or at the discretion of the Department Director, or designee.
2. **“Emergency Non-Essential”** – Depending on the incident, a needs assessment will be made, some employees may be temporarily dismissed from work, concurrently or successively. Those employees will be categorized as “Emergency Non-Essential” and will be placed on paid administrative leave in accordance with this policy.
3. **“Emergency Essential”** – Each Department Director, or designee, is responsible for identifying those employees who will be required to remain or respond during an adverse incident, those employees will be designated as “Emergency Essential.” “Emergency Essential” employees may be required to be available immediately before (Pre-Impact), during (Impact), and after (Post-Impact) and may be assigned within the Emergency Operations Center, designated shelter or other areas of the city during the adverse incident to perform duties directly related to the adverse incident conditions, as determined by City Management.
4. **Emergency or Alternate Duty Assignment:** Prior to or during an adverse incident, the City Manager, or designee, may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any department or function as assigned.

D. GENERAL

1. No employee is excused from work during the Pre-Impact, Impact or Post-Impact Periods until the City Manager, or designee, through their Department Director, or their designee, authorizes employees to leave, even if a public announcement of office closures or suspension of routine City business functions is issued. Employees must return to work as soon as the Impact Period is over (within 24 hours or next regular scheduled shift) to participate in the City’s recovery. Employees dismissed from work during an adverse incident will be on paid administrative leave but for no more than 40 regularly scheduled work hours. No adjustment will be made for employees that are using previously approved time off or other non-compensable type of absence.

2. Paid administrative leave will start when the employee is dismissed by his/her Department Director and will continue until the City Manager, or designee, notifies employees that it is safe to return to work, but not exceed 40 regularly scheduled hours. Employees are expected to return to work on their next scheduled day or shift following the City Manager, or designee, notification the Impact Period is over. The employee shall check with their immediate supervisor or Department Director on when and where to report upon returning to work. If an employee fails to return to work or cannot return for other reasons, then the work time lost will be identified as leave of absence without pay, unless on a case by case basis other paid leave (vacation, sick, etc.) is approved. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine City business functions are suspended for more than 40 regularly scheduled hours. If additional paid administrative leave is not authorized by the City Manager, or designee, the employee may opt to utilize accrued paid vacation or accrued compensatory time to account for any hours not worked.
3. The City of Pharr recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during an adverse incident. When evacuation of personal residences is required, Emergency Essential Employees will be permitted and expected to make arrangements for their families like any other individual, including the use of authorized shelters. The Emergency Essential Employees may be granted up to 4 hours of paid administrative leave for this purpose. Employees who are not able to return to work because of emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at City facilities due to impassable roadways, etc.) must contact their Department Director, or designated supervisor, as soon as possible and to be placed on paid administrative leave. Any employee who is found to have failed to return to work when conditions permitted their return will be considered as an unauthorized absence from work, which may be sufficient cause for disciplinary action up to and including termination.
4. During an adverse incident, any unauthorized absence from work or assignment may be considered sufficient cause for discharge.
5. At City Management's discretion, previously approved leave, vacation, etc., for essential employees may be canceled when an adverse incident has the potential to occur or exists. Failure to return to work upon notice, either written or verbal, that leave has been canceled will be deemed as an unauthorized absence from work or assignment, which may be sufficient cause for termination.
6. All other policies concerning pay shall comply with the City of Pharr's Personnel Rules and the Fair Labor Standard Act.
7. At the conclusion of the Adverse incident the City Personnel Policies shall be fully in effect.

E. COMPENSATION FOR HOURS WORKED DURING AN ADVERSE INCIDENT

1. **Exempt Employees**
 - a. During a Pre-Impact Period, exempt employees authorized to perform work for the benefit of the City in preparation for a potential adverse incident shall be paid according to the normal pay policy. This time shall be clearly identified on the time sheet with the

appropriate emergency coding as designated by the Payroll Division within the Human Resources Department.

- b. During an Impact Period and Post-Impact Period, essential exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at their overtime computed rate for each hour worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. *The exempt-status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this policy.*
- c. During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid at their overtime computed rate for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. Exempt employees not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.
- d. The exempt employees' computed hourly rate shall be applied to hours worked on weekends, holidays, and any hours over their regular daily schedule during the Impact and Post-Impact Period as determined by the Department Director, or designee, and/or City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- e. During an Impact Period, exempt employees released from work, which are not required or are unable to report to work due to the conditions created by the adverse incident, shall receive paid administrative leave for up to 40 normally scheduled hours. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine City business functions are suspended for more than 40 regularly scheduled hours. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- f. Once an Impact Period has ended, an exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case- by-case basis. Failure of the employee to contact their Department Director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to work may result in disciplinary action up to and including termination.
- g. Nothing herein shall be construed to affect the exempt status of such employees.

2. Non-Exempt Employees

- a. During a Pre-Impact Period non-exempt employees authorized to perform work for the benefit of the City directly related to preparation for a potential adverse incident shall be paid according to the normal pay policy. The Pre-Impact work hours shall be clearly identified, and the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. The Pre-Impact work hours shall be separated from the normal daily work hours performed.
- b. During an Impact and Post-Impact Period, non-exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at their overtime rate for all hours worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- c. During an Impact Period when key essential employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid their overtime rate of pay for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- d. During the Impact Period, non-exempt employees released from work and are not required to report to work or cannot get to work because of conditions due to the adverse incident shall receive paid administrative leave pay for up to 40 normally scheduled hours unless requested to return to work before the 40 hours has been exhausted. These hours shall **not** count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.
- e. Once an Impact Period has ended, a non-exempt employee shall check with their immediate supervisor, or Department Director, on when and where to return and report upon returning to work. Failure of a non-exempt employee to return to work within 24 hours or their next regularly scheduled workday or shift after the adverse incident has been canceled will cause the employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of the employee to contact their Department Director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to work may result in disciplinary action up to and including termination.

F. SUMMARY

	Pre-Impact Period*	Impact and Post-Impact Period
Activities	Emergency response preparation activities and mitigation measures by the City of Pharr Departments.	Emergency response activities and critical services are conducted to protect life safety, property and the environment. Most routine City business functions may be suspended.
Begins	City Manager, or designee, advises an Adverse Incident has the potential to occur.	City Manager, or designee, through an Administrative Directive and/or Resolution advises an Adverse Incident exists.
Ends	City Manager, or designee, advises the potential for an Adverse Incident has passed and the City resumes routine City business functions. OR City Manager, or designee, advises the City has entered the Impact Period.	City Manager, or designee, advises it is safe for employees to return and resume most routine City business functions.
Emergency Essential		
Non-Exempt Emergency Essential	Normal rate of pay	Overtime rate for all work hours <i>Mandatory residency:</i> Overtime rate for all worked hours
Exempt Emergency Essential	Normal rate of pay	Overtime computed rate for all worked hours <i>Mandatory residency:</i> Overtime rate for all worked hours
Emergency Non-Essential		
Non-Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave of up to 40 hours** at normal rate of pay
Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave of up to 40 hours** normal rate of pay

* No-notice incidents may not have a "Pre-Impact Period."

** The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine City business functions are suspended for more than 40 regularly scheduled hours.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: September 10, 2019

MEETING DATE: September 19, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance repealing Ordinances O-2011-27 and O-2011-52 renaming Newcombe Ave. to its original street name Park Ave. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: To revert Newcombe Ave. back to its original street name change Park Ave.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 9/10/2019
Approved - 9/10/2019
Approved - 9/10/2019
Final Approval - 9/13/2019

ORDINANCE NO. 2019-

AN ORDINANCE REPEALING O-2011-52 AND O-2011-27, PROVIDING FOR A SEVERABILITY CLAUSE; CUMULATIVE CLAUSE; EFFECTIVE DATE

WHEREAS, the City of Pharr, in accordance with its powers and the authorizations granted to it by State Law and ordinance, seeks to designate a public roadway within its territorial city limits as indicated herein;

WHEREAS, Section 251.013 of the Texas Transportation Code establishes that the authority of a county to name any public roadway within its territorial county limits is subject to municipal ordinance;

WHEREAS, section 1-8 (5) of the Pharr Code of Ordinances authorizes the City of Pharr to name public streets within its territorial city limits;

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

SECTION 1: Public roadway name designation. As indicated herein, as of the effective date of this ordinance, Newcombe Avenue shall now be known, as its original name given and dedicated under the Pharr Original Townsite Plat, referred to as: "Park Avenue" (see Exhibit A).

SECTION 2: Cumulative Clause. This ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this ordinance is herewith repealed and this ordinance shall supersede and provisions in conflict herewith, all other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: Severability Clause. If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provisions of this ordinance.

SECTION 4: Effective Date. This ordinance shall take effect 30 days upon final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: September 4, 2019

MEETING DATE: September 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-37 (rental of city facilities). *(2nd Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 9/4/2019

Sergio Alanis

Approved - 9/5/2019

Patricia Rigney

Approved - 9/5/2019

Karla Moya

Approved - 9/6/2019

City Management Office

Final Approval - 9/13/2019

ORDINANCE NO. O-2019-

AN ORDINANCE AMENDING ORDINANCES O-2018-01; O-2017-06; O-2016-25; O-2015-44; O-2015-38, O-2015-11, O-2014- 48, O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations”

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservations, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-40. Rental fee classes”

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

- (1) **Class I** (Commercial / Profit-making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit-making; such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc. and (Non-commercial / Private) shall apply to any and all activities sponsored by private entities to which admission might be restricted; but to which an admission fee will not be charged and profit-making is not intended. These activities may include weddings, quinceañeras, receptions, birthday parties and company banquets, etc.
- (2) **Class II** (Non-Commercial / Non-Profit-making) shall apply to any and all activities sponsored by public or private non-profit entities for the expressed purpose of raising funds either through the charging of admission fees or the solicitation of donations. Examples are dances sponsored by non-profit corporations and church events

SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of **two** certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. Advanced reservations.** Class I reservations will be accepted for up to **one year** to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(1) TIERRA DEL SOL GOLF COURSE:

Rental Period	Time	Deposit	Rental Rate Class II	Rental Rate Class III
Sunday-Friday	1:00 p.m.-12 MID	\$200.00	\$0	\$500.00
Saturday	1:00 p.m.-1:00 a.m.	\$200.00	\$0	\$500.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

- c. **Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.
- d. **Advanced reservations.** Reservations will not be accepted more than one year to the month in advance of reserved date.
- e. **Class II** reservations will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.

(2) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No Class I or Class II activities will be allowed. No activity which involve dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(3) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday	8 a.m.-10 p.m.	\$50.00	\$375.00
Sunday	8 a.m.-10 p.m.	\$50.00	\$375.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- b. **Restricted usage.** Parks will be used for practice and tournaments only. No smoking or alcoholic beverages will be allowed on premises.

(6) DEVELOPMENT AND RESEARCH CENTER

DRC EXHIBIT HALL

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$80. Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$80. Per Hour

DRC MEETING ROOM

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$50. Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$50. Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned. The minimum rental shall be no less than three hours.

- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** During hours of operation at the Research Center section of the building. No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. **No alcoholic beverages will be allowed on premises.**
- d. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(7) CIVIC CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$500.00	\$400.00	\$300.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,100.00	\$1,000.00	\$700.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,100.00	\$1,000.00	\$700.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$600.00	\$500.00	\$360.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,300.00	\$1,100.00	\$800.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,300.00	\$1,100.00	\$800.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$1,000.00	\$600.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$2,000.00	\$1,200.00	\$900.00
	Evening	1:00 p.m. – 1:00 a.m.	\$300.00	\$2,000.00	\$1,500.00	\$900.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$300.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

- c. Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(8) CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Sunday-Friday	6 p.m.-12 MID.	\$100.00	\$80.	\$50.	\$50.
Saturday	8 a.m.-1:00 a.m.	\$100.00	\$100.	\$60.	\$60.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

- b. Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

- c. Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(9) CIVIC CENTER (CONFERENCE ROOM A)

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$60.00	\$40.00	\$20.00

Available for rental to small groups (Capacity - 63). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(10) CIVIC CENTER (CONFERENCE ROOM B)

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$40.00	\$30.00	\$20.00

Available for rental to small groups (Capacity - 48). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

SECTION 4: EFFECTIVE DATE; PUBLICATION

The ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5: PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF
CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the _____ day of
_____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE
BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the
day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: September 4, 2019

MEETING DATE: September 19, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution for nomination of candidate(s) to the Hidalgo County Appraisal District Board of Directors for 2020-2021.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

The Hidalgo County Appraisal District is requesting nomination of candidate(s) for the HCAD Board of Directors for 2020-2021. **For this election, each voting taxing unit may nominate one (1) but no more than (5) candidates for the election.** Below you will find important information and dates the 2020-2021 selection/election process.

Before October 16, 2019 – The Presiding Officer of the unit submit the name(s) of nominee(s) by written resolution to the Chief Appraiser.

Before October 31, 2019 – Each voting unit casts its vote by written resolution and submits it to the Chief Appraiser.

Before December 30, 2019 – The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

Please be informed that Albert Cardenas was nominated in 2017 to serve in the Hidalgo County Board of Directors.

Financial Consideration: N/A

Staff Recommendation:

Staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza

City Management Office

Created/Initiated - 9/4/2019

Final Approval - 9/16/2019

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

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



www.hidalgoad.org

BOARD OF DIRECTORS

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

August 26, 2019

REC'D
CC

Val R...

2019

City Secretary
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

CITY OF PHARR
ADMINISTRATION
PHARR, TEXAS

Re: Election of Board of Directors 2020-2021

Dear City Secretary:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2020-2021 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2020-2021 election process.

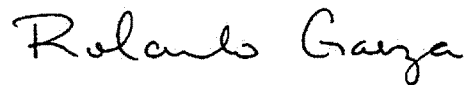
The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 16th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

Before December 29, 2019, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

A handwritten signature in black ink that reads "Rolando Garza". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Rolando Garza, RPA
Chief Appraiser

RG: je

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

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



www.hidalgoad.org

BOARD OF DIRECTORS

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

 Hidalgo County Appraisal District Timeline Election of Board of Directors 2020 - 2021	
August 2019 But before October 1, 2019	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2020-2021 election for the Board of Directors for the Appraisal District.
But before October 16, 2019	The Presiding Officer of the unit submit the names of the nominees by written resolution to the Chief Appraiser.
But before October 31, 2019	Each voting unit cast it vote by written resolution and submits it to the Chief Appraiser.
But before December 30, 2019	The Chief Appraiser shall count the vote and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

RESOLUTION NO. R-2019- ____

**A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF PHARR TEXAS
EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR
2020-2021 ON THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF
DIRECTORS**

WHEREAS, the City Commission for the City of Pharr is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2020 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, the Board of Commissioners of the City of Pharr must submit the name of the nominee by written resolution to the Chief Appraiser by October 15, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the name(s) of:

is/are hereby nominated by the City of Pharr to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the City Commission for the City of Pharr directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this the 16th day of September, 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, approving budget for Pharr Economic Development Corporation II for FY 2019-2020.

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:

Karla Moya

Created/Initiated - 9/13/2019

Karla Moya

Approved - 9/13/2019

Patricia Rigney

Approved - 9/16/2019

City Management Office

Final Approval - 9/16/2019

**CITY OF PHARR, TX
BLENDED COMPONENT UNIT
PEDC II FUND
SUMMARY OF REVENUES AND EXPENSES**

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Sales Tax	\$ 4,672,378	\$ 4,693,100	\$ 4,693,100	\$ 4,957,049	\$ 5,155,400
Interest	89,135	65,000	65,000	137,018	135,000
Transfer In	1,229,500	1,229,500	1,229,500	-	-
Debt Proceeds	2,841,028	213,000	213,000	-	600,000
Other	391,478	1,073,600	983,600	450,000	490,400
Total	<u>\$ 9,223,520</u>	<u>\$ 7,274,200</u>	<u>\$ 7,184,200</u>	<u>\$ 5,544,067</u>	<u>\$ 6,380,800</u>
<u>EXPENSES</u>					
Personnel	\$ 789,860	\$ 616,000	\$ 495,300	\$ 496,063	\$ 577,900
Supplies	21,950	23,500	20,500	20,500	23,500
Maintenance	41,828	75,000	75,000	35,000	75,000
Rentals	3,252	4,200	4,200	-	4,200
Other Services	1,280,775	769,600	869,600	696,599	794,300
Vehicle Maintenance	775	1,500	1,500	700	1,300
Debt Service	4,973,490	2,621,100	2,621,100	2,621,100	1,899,900
Capital Outlay	43,483	60,000	60,000	60,000	-
Non-Departmental	6,914,350	3,103,300	3,124,500	2,406,300	2,015,900
Transfers Out	1,664,563	-	-	-	988,800
Total	<u>\$ 15,734,326</u>	<u>\$ 7,274,200</u>	<u>\$ 7,271,700</u>	<u>\$ 6,336,262</u>	<u>\$ 6,380,800</u>
Net Revenues Over/(Under) Expenses	<u>\$ (6,510,806)</u>	<u>\$ -</u>	<u>\$ (87,500)</u>	<u>\$ (792,195)</u>	<u>\$ -</u>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 1 for FY 2019-2020.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Part of Budget Ordinance 2019-2020.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 9/13/2019

Approved - 9/13/2019

Approved - 9/16/2019

Final Approval - 9/16/2019

CITY OF PHARR, TX
 BLENDED COMPONENT UNIT
 TAX INCREMENT REINVESTMENT ZONE #1 FUND
 SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Property Tax	\$ 215,712	\$ 420,000	\$ 420,000	\$ 420,000	\$ 578,400
Other					
Total	<u>\$ 215,712</u>	<u>\$ 420,000</u>	<u>\$ 420,000</u>	<u>\$ 420,000</u>	<u>\$ 578,400</u>
<u>EXPENSES</u>					
Incentives	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ 215,712</u></u>	<u><u>\$ 420,000</u></u>	<u><u>\$ 420,000</u></u>	<u><u>\$ 420,000</u></u>	<u><u>\$ 578,400</u></u>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 2 for FY 2019-2020.

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:

Karla Moya

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 9/13/2019

Approved - 9/13/2019

Approved - 9/16/2019

Final Approval - 9/16/2019

CITY OF PHARR, TX
 BLENDED COMPONENT UNIT
 TAX INCREMENT REINVESTMENT ZONE #2 FUND
 SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Property Tax	\$ 348,036	\$ 547,700	\$ 547,700	\$ 346,400	\$ 657,500
Other					
Total	<u>\$ 348,036</u>	<u>\$ 547,700</u>	<u>\$ 547,700</u>	<u>\$ 346,400</u>	<u>\$ 657,500</u>
<u>EXPENSES</u>					
Incentives	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ 348,036</u></u>	<u><u>\$ 547,700</u></u>	<u><u>\$ 547,700</u></u>	<u><u>\$ 346,400</u></u>	<u><u>\$ 657,500</u></u>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, approving budget for Pharr Housing Finance Corporation for FY 2019-2020.

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:

Karla Moya

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 9/13/2019

Approved - 9/13/2019

Approved - 9/16/2019

Final Approval - 9/16/2019

CITY OF PHARR, TX
DISCRETELY COMPONENT UNIT
PHARR HOUSING FINANCE CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
<u>REVENUES</u>					
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Other	9,112	5,000	5,000	12,000	12,000
Total	<u>\$ 9,112</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 12,000</u>	<u>\$ 12,000</u>
<u>EXPENSES</u>					
Professional Fees	<u>1,427,090</u>	<u>200,000</u>	<u>200,000</u>	<u>200,000</u>	<u>212,000</u>
Total	<u>\$ 1,427,090</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$ 212,000</u>
Net Revenues Over/(Under) Expenses	<u><u>\$ (1,417,978)</u></u>	<u><u>\$ (195,000)</u></u>	<u><u>\$ (195,000)</u></u>	<u><u>\$ (188,000)</u></u>	<u><u>\$ (200,000)</u></u>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, approving budget for Pharr Housing Finance Corporation Jackson Place Apartments for FY 2019-2020.

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:

Karla Moya

Created/Initiated - 9/13/2019

Karla Moya

Approved - 9/13/2019

Patricia Rigney

Approved - 9/16/2019

Karla Moya

Approved - 9/16/2019

City Management Office

Final Approval - 9/16/2019

CITY OF PHARR, TX
DISCRETELY COMPONENT UNIT
PHFC/JACKSON PLACE APARTMENTS CORPORATION
SUMMARY OF REVENUES AND EXPENSES

	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	AMENDED BUDGET 2018-2019	PROJECTED ACTUAL 2018-2019	PROPOSED BUDGET 2019-2020
REVENUES					
Rent Revenue	\$ 1,312,293	\$ 1,818,900	\$ 1,818,900	\$ 1,910,445	\$ 1,929,600
Other	<u>90,363</u>	<u>-</u>	<u>-</u>	<u>113,407</u>	<u>113,500</u>
Total	<u>\$ 1,402,656</u>	<u>\$ 1,818,900</u>	<u>\$ 1,818,900</u>	<u>\$ 2,023,852</u>	<u>\$ 2,043,100</u>
EXPENSES					
Personnel Services	216,132	249,300	249,300	258,668	261,300
Supplies	-	10,000	10,000	10,000	15,000
Maintenance	54,298	62,400	62,400	75,077	75,900
Other Services	227,834	331,000	331,000	409,717	415,300
Capital Outlay	3,269,712	-	-	-	-
Debt Service	2,131,469	2,250,100	2,250,100	2,250,100	2,250,200
Other	<u>475,709</u>	<u>-</u>	<u>-</u>	<u>144,822</u>	<u>144,900</u>
Total	<u>6,375,154</u>	<u>2,902,800</u>	<u>2,902,800</u>	<u>3,148,384</u>	<u>3,162,600</u>
Net Revenues Over/(Under) Expenses	<u>\$ (4,972,499)</u>	<u>\$ (1,083,900)</u>	<u>\$ (1,083,900)</u>	<u>\$ (1,124,532)</u>	<u>\$ (1,119,500)</u>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: September 11, 2019

MEETING DATE: September 19, 2019

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing CAXCAN S.A de C.V Ingenieros Civiles to conduct field studies and conceptual plan cost estimates for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico. (Project # 1819-70-510-S034-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has prioritized the expansion of the Pharr International Bridge by adding four more lanes. Studies in Mexico and in the U.S. have to be in place in order to move forward with planning. CAXCAN is the original designer/engineer of the Pharr-Reynosa International Bridge on Mexico's side. This set of studies will be specific to Mexico, as Mexico's federal agencies have indicated interest in seeing this project come to fruition and have been accelerating project timelines, as was the case with the modernization of the aduana.

Financial Consideration: \$385,000

Staff Recommendation: Authorization for CAXCAN S.A de C.V Ingenieros Civiles to conduct field studies and conceptual plan cost estimates for Bridge Expansion Project (A.K.A. Twin Bridge/Second Span) in Mexico.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Created/Initiated - 9/11/2019

Luis Bazan
Patricia Rigney
Karla Moya
City Management Office

Approved - 9/11/2019
Approved - 9/16/2019
Approved - 9/16/2019
Final Approval - 9/16/2019



Aug 19, 2019.

MR. Luis Bazan — Bridge Director

Pharr International Bridge

9900 S. Cage Blvd.

PROJ: Pharr International Bridge Expansion

RE: **Field Studies and Conceptual Plan Cost.**

Dear Mr. Bazan,

You mentioned that the City of Pharr is seriously considering expanding the existing International bridge by constructing a twin bridge next to it. As you may recall, we designed the existing bridge to accommodate a twin bridge on its upstream side.

You asked that we provide you with the cost of the field studies and conceptual plan. Below are the cost and the tasks for the Mexico portion of bridge only:

1. - TOPOGRAPHIC STUDY.
2. - HYDRAULIC STUDY.
3. - STUDY OF SOIL MECHANICS.
4. - CONCEPTUAL PLAN.
5. - COORDINATION OF THE PROJECT WITH THE COMPANY OF US SIDE, VIATICS AND ADDITIONAL WORK.
6. - TRANSIT STUDY.

TOTAL, Field studies and conceptual plan Cost = \$ 385,000.00 (USD).

(For MEXICO PORTION OF BRIDGE ONLY)

Please call with any questions.

Sincerely

Ing. J. Javier Montero

Operations Director



Mexico City. August 19th, 2019.

LUIS BAZAN
BRIDGE DIRECTOR
PHARR – REYNOSA INTERNATIONAL BRIDGE
9900 South Cage
Pharr, Texas 78577

In attention to your kind request, we present for your consideration our scopes for the following services required for the FIELD STUDIES AND CONCEPTUAL PLAN FOR “Second Span of the Pharr –Reynosa International Bridge”.

TASKS AND SCOPE OF THE WORKS.

I. TOPOGRAPHIC STUDY.

Location of the existing bridge and obstructions along it and detailed survey of the strip required for the construction of the new bridge, a GPS reference will be made with GPS; the drawings will be delivered in digital.

The study will consist of the following chapters:

- General report.
- Photographic report.
- General plan.
- Detailed plan.
- Profile along the stroke axis (of the new body).
- Location of induced works.

The amount of the Topographic Study is \$ 25,000.00 USD.

II. HYDRAULIC STUDY

The topographic and hydraulic survey will consist of obtaining 10 cross sections between the Rio Grande (Mexico) and the levee of the Anzalduas channel (approx. 2 km in length per section), the corresponding data will be obtained, such as sections and profile of the bottom of the River Bravo in a length of 1000m (500m upstream and 500m downstream to generate the hydraulic study and run with the Hec-Ras software.

- Sections lifting according to the norms and specifications of the SCT.
- Hydraulic and hydrological report in the format of the SCT.

- Run of the hydraulic model in the HEC RAS program with and without the bridge.
- Leveling of the official bank of CILA to the location of the bridge (field work).
- Obtaining of the permits required to work in the strip of the river between Mexico and the United States.
- Delivery of hydraulic data.
- Follow-up to the review of the Hydraulic and Hydrological Topo Study before the SCT and the CILA approval.
- Coordination with the United States counterpart in relation to these works.

The study will consist of the following chapters:

- General report.
- Photographic report.
- Blueprints.
- Hydraulic calculations.
- Hydrological study.
- Hydraulic analysis in the HEC RAS program

It will be necessary to be able to determine the elevation of the grade of the bridge, the hydraulic flow that will pass through the area officially (letter from the International Boundary and Water Commission).

The amount of the Hydraulic Study is \$ 45,000.00 USD.

III. STUDY OF SOIL MECHANICS.

Objective.

- a) Determine the stratigraphy and subsoil properties in the project area.
- b) Based on the subsoil properties of the area, geotechnical analyzes will be carried out for the different foundation elements analyzed, and from which the following information will be provided:
 - Type of foundation.
 - Loading capacity.
 - Estimated subsidence.
 - Excavation stability analysis.
 - Analysis of soil quality.
 - Parameters for pavement design.
 - Undermining study.

The following exploration works will be carried out.

- a) 20 mixed borings with an approximate depth of 25.00 m.

The amount of the Soil Mechanics Study is \$ 110,000.00 USD.

IV. CONCEPTUAL PLAN (SCHEMATIC PLANS).

It will be reviewed that the following points comply with the SCT guidelines.

- Preliminary project (s).
- Location of the crossing and link site with existing roads.
- Flush proposal.
- Drawing of the Plans in the Mexican Version.
- Specifications and Notes.

The amount of the Conceptual Plan is \$ 60,000.00 USD.

V. COORDINATION OF THE PROJECT WITH THE US SIDE ENGINEERING COMPANY, FEATURES AND ADDITIONAL WORK.

- Transportation, lodging and food expenses to attend coordination meetings with the United States design company.
- Representation expenses arising from the management of the different procedures before Mexican authorities to which the approval of each of the studies corresponds.

The amount for Project Coordination expenses with the Engineering Company on the US side, features and additional work is \$ 60,000.00 USD.

VI. TRANSIT STUDY.

(See annex A).

The amount for the traffic study is \$ 85,000.00 USD.

PAYMENT METHOD.

Advance payment of 40% (\$ 154,500.00 USD) of the total amount, and the rest in monthly estimates according to the progress of this program. The last estimate will be paid upon delivery of the study approved by the Mexican authorities (SCT, CILA).

DOCUMENTS TO BE DELIVERED.



- Set of original plans.
- Floppy disk game with Auto CAD files
- Electronic and printed files of Surveys, Hydraulics and Soil Mechanics studies, as well as proof of the approval of each study by the SCT, as well as the deliverables and electronic documents related to traffic studies in a format approved for the SCT.

**TOTAL AMOUNT OF THIS SCOPE OF WORK: \$ 385,000.00 DLLS.
(DOES NOT INCLUDE VAT)**

Kindest regards.

Ing. Jesus Javier Montero Casillas
DIRECTOR OPERATIVO.



PESTALOZZI 117 COL.NARVARTE CP 03020
ALCALDIA BENITO JUAREZ CDMX
TEL/FAX : +52(55) 5639 4915 / 5639 8162
EMAIL caxcan@prodigy.net.mx

LUIS BAZAN
BRIDGE DIRECTOR
PHARR - REYNOSA INTERNATIONAL BRIDGE

FIELD STUDIES AND CONCEPTUAL PLAN FOR
"Second Span of the Pharr –Reynosa Internacional Bridge "

AUG 19 2019

No.	TASK	SEP	OCT	NOV	DEC	JAN	FEB	MAR
1.-	TOPOGRAPHIC STUDY	\$10,000.00	\$15,000.00					
2.-	HIDRAULIC STUDY	\$18,000.00	\$9,000.00	\$9,000.00	\$9,000.00			
3.-	STUDY OF SOIL MECHANICS.	\$44,000.00	\$22,000.00	\$22,000.00	\$22,000.00			
4.-	CONCEPTUAL PLAN.	\$24,000.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	
5.-	COORDINATION OF THE PROJECT WITH THE US SIDE	\$24,000.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	
6.-	TRANSIT STUDY.	\$34,000.00	\$25,500.00	\$25,500.00				
	TOTAL MONTHLY PAYMENTS.	\$154,000.00	\$85,900.00	\$70,900.00	\$45,400.00	\$14,400.00	\$14,400.00	
	ACCUMULATED AMOUNT	\$154,000.00	\$239,900.00	\$310,800.00	\$356,200.00	\$370,600.00	\$385,000.00	

All the quantities shown above are in United States Dollars (USD)

NOTE: The conclusion of the HYDRAULIC STUDY and the CONCEPTUAL PLANE are subject to the coordination and delivery of the corresponding part to the section of the UNITED STATES OF AMERICA side of the studies.

1.- Execution time.

The effective execution time of the proposal will be 6 months, from the delivery of the advance.

2. Payment Method.

In case of being approved, we will be grateful for the start of the works, 40% advance payment, and the rest in monthly estimates according to the progress of this

Sincerely

ING. J. JAVIER MONTERO
OPERATIVE DIRECTOR CAXCAN S.A. DE C.V.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: September 16, 2019

MEETING DATE: September 19, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Change Order No. 1 for the Las Milpas Road Left Turn Lane Construction Project. (Project No. 1819-39-510-C009-516)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: 1. Lime Stabilization Increase from 4% to 5%

2. Proposed taper (150'X2') at STA 1+75

3. Removal of RCP Pipe

4. Drainage Revisions Phase II

5. Relocation of Flashing beacon, wood poles, groundboxes removal and conduits

6. 7 proposed paved driveways on West Las Milpas Rd.

7. Additional 11 paved driveways , 18" RCP installation and corrugated drainage pipe removal

8. Concrete structures, additional concrete driveway, & additional sidewalk at int. of East Las Milpas Rd

9. Relocation of driveway on West Las Milpas Road in front of the flea market

10. Proposed South Ditch on East Las Milpas Rd. with an inlet ty C and a 12" X 8' RCP (CL III)(SPL)

11. Deductive Quantities for Items not performed & Credited Existing Bid Items

Financial Consideration: Original Contract Amount \$513,473.35

Change Order No. 1 \$37,348.64

Revised Contract Amount \$550,821.99

Staff Recommendation: Staff recommends approval of Change Order No. 1 in the amount of \$37,348.64

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 9/16/2019
Omar Anzaldua	Approved - 9/16/2019
Veronica Gutierrez	Approved - 9/16/2019
Patricia Rigney	Approved - 9/16/2019
Karla Moya	Approved - 9/16/2019
City Management Office	Final Approval - 9/16/2019



CHANGE ORDER

Contractor: Texas Cordia Construction

Change Order No.: 1

Project: Las Milpas Road Left Turn Lanes

Date: 9/16/2019

Notice to Proceed Date: 1-May-19

Change Order Amount: \$37,348.64

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

1. Lime Stabilization Increase from 4% to 5%
2. Proposed taper (150'X2') at STA 1+75
3. Removal of RCP Pipe
4. Drainage Revisions Phase II
5. Relocation of Flashing beacon, wood poles, groundboxes removal and conduits
6. 7 proposed paved driveways on West Las Milpas Rd.
7. Additional 11 paved driveways , 18" RCP installation and corrugated drainage pipe removal
8. Concrete structures, additional concrete driveway, & additional sidewalk at int. of East Las Milpas Rd
9. Relocation of driveway on West Las Milpas Road in front of the flea market
10. Proposed South Ditch on East Las Milpas Rd. with an inlet ty C and a 12" X 8' RCP (CL III)(SPL)
11. Deductive Quantities for Items not performed & Credited Existing Bid Items & Additional Permanent Seeding
12. Drainage improvements for existing driveway as per Engineer Request

Reason for Change Order:

1. As per Geotechnical Engineer recommendations based on subgrade samples.
2. A shift on the alignment was required to prevent conflict with existing ditch, mailboxes & driveway culverts.
3. As per Design Engineer and a representative from City of Pharr it needed to be removed to avoid conflict with S-2.
4. An unexpected 6" high pressure gas line was right under concrete structures and storm sewer pipes installations.
5. All these unexpected items were encountered at the intersection of S. Cage Blvd. (East & West) and on Phase III.
6. Ponding water was collected on the S. Ditch due to the lack of RCPs on driveways, which could cause damage to rd
7. City of Pharr proposed new driveways to be fixed and paved in order to have a positive drainage on West Side.
8. The sidewalk ramps were relocated to avoid both the traffic Signal Control Cabinets & AT&T box. Therefore, extra sidewalk was needed on both sides (N & S). Inlet Ty A was change to Ty F in order to avoid the existing waterline.
- Proposed drainage M.H. was replaced for Inlet Ty C & a curb inlet was added along with a concrete driveway to ensure positive drainage into the existing system.
9. The RCP needed to be adjusted and lowered 8- inches.
10. To have a positive drainage on the South side of East Las Milpas Rd.
11. Deductive Quantities for items omitted from contract and New Item reflecting Credit for seal coat & Additional Quantities.
12. Additional Driveway Items: Pipe, Mobilization, Relocation of SET

	Contract Price	Contract Time(Working Days)
Original Contract:	\$ 513,473.35	Original Completion Date: 16-Sep-19
Previous Change Order: (+/-)	\$ -	Additional Days:
This Change Order: (+/-)	\$37,348.64	Revised Completion Date:
Revised Contract Amount:	\$ 550,821.99	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

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

Accepted:

Yara M. Corbitt, PE, CEO

Contractor


Authorized Signature

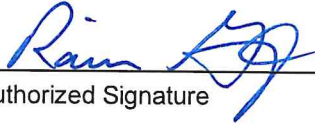
9/16/2019

Date

Recommended:

Ramiro Gutierrez, P.E.

Project Engineer


Authorized Signature

9/16/19

Date

Omar Anzaldua Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Alex Meade III, EDFP, MBA, MPA, CPM

City Manager

Authorized Signature

Date

Control: Las Milpas Road Left Turn Lanes
Project: Hidalgo
Highway: SUMMARY OF CHANGES
County: Hidalgo

Change Order: No.1
Date: 9/16/2019

TASK NO.	LINE NO.	ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY			FINAL CONTRACT QUANTITY		
					QUANTITY	ITEM COST		QUANTITY	ITEM COST	OVERRUN/UNDERRUN
1,2	7	260	LIME	TON	237.00	\$ 205.00	\$ 48,585.00	266.87	\$ 54,708.35	\$ 6,123.35
2	4	247	FLEXIBLE BASE (CMP IN PLC)(TY E GR 4)(FNAL)	CY	2,763.00	\$ 24.00	\$ 66,312.00	2772.26	\$ 66,534.24	\$ 222.24
2	11	340	DENSE GRADED HOT MIX (TY D)(2") (1 1/2") (SMA)	SY	9,562.00	\$ 12.00	\$ 114,744.00	9595.33	\$ 115,143.96	\$ 399.96
3,7	NEW	496	REMOVE STR (PIPE)	LF	-	\$ 5.91	\$ -	148	\$ 874.68	\$ 874.68
4,6,7,11,12	14	464	RC PIPE (CL III)(18 IN)(SPL)	LF	774.00	\$ 39.00	\$ 30,186.00	907.5	\$ 35,392.50	\$ 5,206.50
4	18	467	SAFETY END TREATMENT (TY II)(18 IN)(6:1)(P)	EA	4.00	\$ 1,000.00	\$ 4,000.00	6	\$ 6,000.00	\$ 2,000.00
4,8	13	432	RIPRAP (CONC)(CL A)(4 IN)	CY	6.00	\$ 480.00	\$ 2,880.00	9.54	\$ 4,579.20	\$ 1,699.20
5	NEW	680	REMOVE FLASHING BEACON	EA	-	\$ 1,575.00	\$ -	1	\$ 1,575.00	\$ 1,575.00
5	32	618	CONDUIT (PVC)(SCH 40)(1 IN)	LF	159.00	\$ 20.00	\$ 3,180.00	290	\$ 5,800.00	\$ 2,620.00
5	33	618	CONDUIT (PVC)(SCH 40)(2 IN)	LF	111.00	\$ 27.00	\$ 2,997.00	112	\$ 3,024.00	\$ 27.00
5	34	624	GROUND BOX (TY A) W/APRON	EA	4.00	\$ 1,000.00	\$ 4,000.00	6	\$ 6,000.00	\$ 2,000.00
5	NEW	624	REMOVE & RELOCATE GROUND BOX	EA	-	\$ 729.75	\$ -	1	\$ 729.75	\$ 729.75
5	NEW	624	REMOVE GROUND BOX	EA	-	\$ 273.00	\$ -	3	\$ 819.00	\$ 819.00
5	NEW	999	REMOVE SERVICE WOOD POLE	EA	-	\$ 850.50	\$ -	1	\$ 850.50	\$ 850.50
5	NEW	999	INSTALL WOOD POLE	EA	-	\$ 682.50	\$ -	1	\$ 682.50	\$ 682.50
6,7	29	530	DRIVEWAYS (ASPHALT)	SY	394.00	\$ 30.00	\$ 11,820.00	683.34	\$ 20,500.20	\$ 8,680.20
8	31	531	CONC SIDEWALK (4")	SY	259.00	\$ 40.00	\$ 10,360.00	291.55	\$ 11,662.00	\$ 1,302.00
8,10,11	16	465	INLET (COMPL)(TY C)	EA	5.00	\$ 2,200.00	\$ 11,000.00	4	\$ 8,800.00	\$ (2,200.00)
8	15	465	INLET (COMPL)(TY A)	EA	2.00	\$ 2,150.00	\$ 4,300.00	3	\$ 6,450.00	\$ 2,150.00
8,11	28	530	DRIVEWAYS (CONCRETE)	SY	79.00	\$ 85.00	\$ 6,715.00	42.18	\$ 3,585.30	\$ (3,129.70)
8	30	531	CURB RAMPS (TY 1)	EA	8.00	\$ 1,305.00	\$ 10,440.00	10	\$ 13,050.00	\$ 2,610.00
8	26	529	CONC CURB & GUTTER (TY A) (BARRIER)	LF	468.00	\$ 17.00	\$ 7,956.00	473	\$ 8,041.00	\$ 85.00
9	NEW	999	REMOVE 18" RCP, SAFETY ENDS & RELOCATE	LS	-	\$ 1,772.05	\$ -	1	\$ 1,772.05	\$ 1,772.05
10	NEW	132	EXCAVATION (DITCH)	CY	-	\$ 15.64	\$ -	224.16	\$ 3,505.86	\$ 3,505.86
10	NEW	464	RC PIPE (CL III)(12 IN)(SPL)	LF	-	\$ 35.00	\$ -	8	\$ 280.00	\$ 280.00
11	3	164	CELL FIBER MULCH SEED (PERM)(URBAN)(CLAY)	SY	1,780.00	\$ 0.75	\$ 1,335.00	5777	\$ 4,332.75	\$ 2,997.75
11	2	164	CELL FIBER MULCH SEED (TEMP)(URBAN)(CLAY)	SY	1,780.00	\$ 0.75	\$ 1,335.00	0	\$ -	\$ (1,335.00)
11	12	400	CEMENT STABILIZED BACKFILL	CY	167.00	\$ 140.00	\$ 23,380.00	132.72	\$ 18,580.80	\$ (4,799.20)
11	10	316	AGGREGATE (TY PB GR 5)	CY	80.00	\$ 185.00	\$ 14,800.00	0	\$ -	\$ (14,800.00)
11	NEW	316	AGGREGATE (TY D GR-4P) (SAC-B)	CY	-	\$ 167.50	\$ -	80	\$ 13,400.00	\$ 13,400.00
12	NEW	467	RELOCATE SET (TY II)(18 IN)(6:1)(P)	EA	-	\$ 500.00	\$ -	1	\$ 500.00	\$ 500.00
12	NEW	500	MOBILIZATION	LS	-	\$ 500.00	\$ -	1	\$ 500.00	\$ 500.00
TOTALS						\$ 380,325.00		\$ 417,673.64	\$	\$ 37,348.64



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.H.

DATE SUBMITTED: September 13, 2019

MEETING DATE: September 19, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, rejecting sole bid for the Pharr Port of Entry Northbound Lanes Expansion and 2nd BSIF Exit and authorize City Manager to re advertise for bids.(CSJ# 0921-02-385 & 0921-02-383)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 27, 2019 the City of Pharr received one bid for the Pharr Port of Entry Northbound Lanes Expansion & 2nd BSIF Exit Project. The sole bid was deemed non-responsive and was disqualified due to not meeting the requirements of the bid solicitation.

Financial Consideration:

Staff Recommendation: Staff recommends rejecting sole bid and re-advertising project for bids.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 9/13/2019

Omar Anzaldua

Approved - 9/16/2019

Patricia Rigney

Approved - 9/16/2019

Karla Moya

Approved - 9/16/2019

City Management Office

Final Approval - 9/16/2019



Pharr



BID OPENING: JUNE 27, 2019 3:00 P.M.
LOCATION: CITY COMMISSION RM-2ND FLOOR

CSJ #0921-02-385 NORTHBOUND LANES EXPANSION & CSJ #0921-02-383 2ND BSIF EXIT

	NON-RESPONSIVE
BIDDERS:	FOREMOST PAVING WESLACO, TX
BID BOND	SUBMITTED
ADDENDUM	1
HARDCOPY OF BID SUBMITTED	SUBMITTED
ELECTRONIC BID SUBMITTED	SUBMITTED



September 9, 2019

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

RE: Pharr/Reynosa International Bridge Northbound Lanes & 2nd BSIF Exit Projects – Concurrence to reject award
CSJ: 0921-02-383 & 0921-02-385

Dear Mayor Hernandez,

After careful review of the bid analysis provided for the above referenced projects, we concur with the request to reject the award. Please make all necessary updates to all of the contract documents and letting plan in order to successfully re-let the project. Once updates to documents are complete, please submit to us for review prior to approval to re-advertise.

Please continue to work directly with our project manager, Ms. Dora E. Robles, P.E., to ensure all requirements are met. As a reminder, the procedures you will need to follow can be found at <http://www.txdot.gov/government/programs/local-government-projects.html>.

If you have any questions, feel free to call me or our project manager, Ms. Dora E. Robles, P.E. at (956) 702-6100.

Sincerely,

DocuSigned by:

EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:

Rex A. Costley, P.E., Pharr Deputy District Engineer
Rene Garza, P.E., Pharr Area Engineer
Norma Y. Garza, P.E., Pharr District Advance Project Development Director
Dora E. Robles, P.E., TxDOT Project Manager, Advance Project Delivery Section
Omar Anzaldua Jr., P.E., City Engineer/RPIC, City of Pharr
Luis Bazan, Bridge Director, City of Pharr

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY
An Equal Opportunity Employer



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: September 12, 2019

MEETING DATE: September 19, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action, if any, on agreement between Pharr Public Safety Communications and the Texas Department of Public Safety for Texas Law Enforcement Telecommunications Systems (TLETS)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The agreement will allow Pharr Public Safety Communications to have TLETS services, and not depend on the Pharr Police Department TLETS service

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez

Created/Initiated - 9/12/2019

Daniel Ramirez

Approved - 9/12/2019

Patricia Rigney

Approved - 9/16/2019

Karla Moya

Approved - 9/16/2019

City Management Office

Final Approval - 9/16/2019

TLETS AGENCY/EQUIPMENT AGREEMENT

1. This document constitutes an agreement between the Texas Department of Public Safety, State Administrator of the Texas Law Enforcement Telecommunications Systems (TLETS), and the following criminal justice agency as defined in Section 60.01(6) of the Texas Code of Criminal Procedure,

AGENCY: Pharr Public Safety Communications

(Hereinafter referred to as the "Agency" or "TLETS")

ADDRESS: 100 West Ferguson, Pharr Texas, 78577

2. This agreement is made pursuant to Chapter 791 of the Texas Government Code or Chapter 771 of the Texas Government Code.
3. This agreement sets forth duties and responsibilities for both the Department of Public Safety and the Agency.
4. The Department of Public Safety agrees to maintain, operate and manage TLETS communications and criminal justice information systems on a 24 hour, 7 day per week basis. Agency is hereby notified and understands that the TLETS communications and criminal justice information systems will not be available 100% of the time and such systems will, by their very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by Agency prior to the execution of this agreement, and such failures shall not constitute nonperformance or negligence on the part of the Texas Department of Public Safety. In addition, the Texas Department of Public Safety is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this agreement by the Texas Department of Public Safety. The Department of Public Safety further agrees to act as the State Control Terminal Agency to facilitate the exchange of information between the Agency and the following agencies; the Federal Bureau of Investigation (FBI) for the National Crime Information Center (NCIC), Interstate Identification Index (III), and other systems; the National Law Enforcement Telecommunications System (NLETS) for the international justice and public safety information-sharing network; the Vehicle Titles and Registration (VTR) Division of the Texas Department of Transportation for motor vehicle registration files; divisions of the Texas Department of Public Safety (DPS) for the Texas Crime Information Center (TCIC), the Computerized Criminal History (CCH), the Driver License system; and other systems that now exist or may be implemented by DPS or other agencies in the future, as appropriate."
5. The Department of Public Safety reserves the right to restrict the type and scope of data to which the Agency may have access. The Department of Public Safety will provide system training of terminal operators at no charge to the Agency at a time and location to be designated by the Department of Public Safety. The obligation of the Department of Public Safety to incur training costs is conditional upon sufficient funds being appropriated, budgeted and available to the Department of Public Safety. No

financial liability will be incurred by the Department of Public Safety by virtue of this agreement beyond monies appropriated and available to it for the purpose of fulfilling this agreement.

6. The Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereafter approved rules, policies and procedures of NCIC, TCIC, VTR, TLETS, and NLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of criminal justice information.
7. If the Agency provides criminal justice information to another criminal justice agency, which at that time is not operating on TLETS pursuant to an Agency Agreement, the TLETS Agency must have on file a "non-terminal" agency agreement between the parties.
8. The Agency shall keep all terminal operators trained and informed of policies and procedures that govern these systems. The Agency must also ensure that all TLETS operators/employees have access to the TLETS/TCIC Newsletters, manuals and a daily review of the twice broadcasted APB Summary (0600-1800).
9. The Agency agrees that its equipment will be compatible with the TLETS communications interconnection standards of the VSAT Satellite System and or telephone data circuits. This determination may be made by the Department of Public Safety or its authorized designee. Data circuits between the connecting terminal/interface and the Department of Public Safety shall be arranged by the Department of Public Safety. Terminal/interface equipment shall be installed in a location where only authorized personnel may have access to said equipment. The equipment/VSAT Satellite System or circuit may not be modified, moved or changed without approval of the Department of Public Safety. No additional devices may be added to the equipment without prior Department of Public Safety approval.
10. The Department of Public Safety shall provide to the Agency the initial installation of a VSAT Satellite System and allied hardware and software as follows, hereinafter referred to as to the VSAT Satellite System, which includes: Antenna, IFL Cable, and other necessary equipment as determined by the Department of Public Safety. The Agency shall provide a voice grade dedicated telephone line for the dial backup modem, if the Agency desires a backup in the event of VSAT signal loss. The Agency shall be responsible for maintaining "all state installed VSAT Satellite System telecommunications equipment in good working order. The costs of any repairs or adjustments to the "VSAT Satellite System" shall be borne by the Department of Public Safety unless the necessity for any said repair or adjustment was caused by the negligence of the Agency as determined by Department of Public Safety in which case the cost shall be borne by the Agency. Failure to maintain said "VSAT Satellite System equipment" in good working order when caused by the negligence of the Agency and/or failure to pay the costs of any repairs or adjustments necessitated by the negligence of the Agency shall be grounds for a suspension of service.
11. Any data file application, (including regional and local files) that could affect and cause degradation of service to other agencies must be authorized by the Department of Public Safety prior to implementation. The Department of Public Safety reserves the right to refuse such application on TLETS should resources not be available, or in the best interest of the TLETS agencies.

12. The Agency will be responsible for all costs associated with the operation of its terminal/interface, and may be required, should the Department of Public Safety not receive circuit funding, to assume circuit/VSAT costs if service is still desired.
13. Unless the Agency is in "inquiry only" status, the Agency may enter data into NCIC and TCIC, and exchange information on TLETS and NLETS, via the NCIC Operating and Code Manuals and the TLETS/NLETS Operating Manual for proper instructions for the use of the TLETS/NLETS and TCIC/NCIC systems.
14. The Department of Public Safety reserves the right to immediately suspend service to the Agency when applicable policies are violated. The Department of Public Safety may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected. All costs for reconnection service are the responsibility of the Agency. The Department of Public Safety shall have the authority to inspect and audit the equipment, records, and operations of the Agency to determine compliance.
15. Either the Department of Public Safety or the Agency may, upon 30 days notice, in writing, discontinue service.
16. The Agency is subject to audit by the following to ensure the Agency is in compliance with this TLETS Agency/Equipment Agreement, including all applicable rules, policies and procedures: Texas Department of Public Safety, the Federal Bureau of Investigation and any authorized agent or representative of the Texas Department of Public Safety or the Federal Bureau of Investigation.
17. The Agency will be responsible for the physical security of all DPS supplied equipment. The Agency Administrator, who executes this agreement, will also execute an equipment receipt form at the time of the equipment installation or at the time of the execution of this agreement if the equipment has already been installed.
18. This Agreement will become effective on _____

In WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by the proper officers and officials.

TEXAS DEPARTMENT OF PUBLIC SAFETY

AGENCY ADMINISTRATOR

By: Steven C. McCraw By: _____

Printed Name: Steven C. McCraw

Printed Name Daniel Ramirez

Title: Director

Title: Communications Director

Date: 08/03/2009

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: September 12, 2019

MEETING DATE: September 19, 2019

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on agreement between the City of Pharr and the Pharr Community Theater FY2019-2020. (Project #1718-01-520-IPQ054-001)

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue: Yearly agreement with Pharr Community Theater for cultural program.

Financial Consideration: \$35,000

Staff Recommendation: Recommend Approval.

Alternatives:

ROUTING:

Adolfo Garcia

Created/Initiated - 9/12/2019

Adolfo Garcia

Approved - 9/12/2019

Patricia Rigney

Approved - 9/12/2019

Veronica Gutierrez

Approved - 9/13/2019

Karla Moya

Approved - 9/13/2019

City Management Office

Final Approval - 9/13/2019

CITY OF PHARR
AGREEMENT FOR SERVICES

This Agreement is entered in by and between the City of Pharr, Texas, a municipal corporation hereinafter referred to as the "CITY" and Pharr Community Theater hereinafter referred to as the "PCT".

WHEREAS, the City desires to retain the services of the PCT to provide educational and cultural services for its citizens: and

WHEREAS, the City has consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the PCT.

The PCT shall perform the services outlined in Exhibit A. In performing these services, the PCT shall, at all times, comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. In addition, these services and all duties incidental necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of **\$35,000** including all fees and reimbursable expenses.
- B. The City shall pay the PCT for services rendered after receipt of a billing voucher in the form set forth in Exhibit B. PAYMENT WILL NOT BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within thirty business days from receipt of billing voucher. The PCT shall be paid for services rendered, but in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit (s) and approved by the City. The PCT shall complete and return a W-9 to the city prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to : the attention of the contract manager identified in Section 14, 118 South Cage Blvd, Pharr, TX 78577.

3. Term.

The term of this Agreement shall commence October 1st 2019 and end at midnight of the 30th day of September 2020.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

6. Independent Contractor Relationship.

- A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the city.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

7. Hold Harmless

The PCT shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the PCT, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city. It is further specifically and expressly understood that the indemnification provided herein constitutes the PCT's waiver of immunity under Industrial Insurance, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Insurance.

PCT shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PCT's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the PCT's insurance (except for professional Liability insurance); and 2) PCT's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Error or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional

services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

- B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on the policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

9. Delays.

PCT is not responsible for delays caused by factors beyond the PCT's reasonable control. When such delays beyond the PCT's reasonable control occur, the City agrees the PCT is not responsible for damages, nor shall the PCT be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the PCT shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager

City of Pharr

Pharr Community Theater

213 W. Newcombe Ave.

Alex Meade

Pharr, Texas 78577

P. O. Box 1729

118 S. Cage

Pharr, Texas 78577

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

14. General Administration and Management.

The City's contract manager shall be Library Director, Adolfo Garcia.

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the PCT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

**City of Pharr
Theater**

By: _____

Name: Alex Meade

Title: City Manager

Date: _____

Pharr Community

By: _____

Name: Pedro Garcia

Title: CEO/Artistic Director

Date: _____

Approved as to form:

By: _____

City Attorney

Exhibit A.
LINE ITEMS FOR CONTRACTUAL AGREEMENT

1) Main Stage Theater Performances, 3 per year	\$12,000
b) Theater Crew Stipends	\$7,500
c) Main Stage Materials Costs for production design	\$4,500
2) Children's Theater Productions, 1 per year	\$4,300
a) Director Stipend for Oversight	\$1,400
b) Crew stipends	\$1,500
c) Stage equipment/sets/props/costumes etc.	\$1,400
3) Tours to Winter Texan Parks & other venues	\$3,000
Up to <u>6 tours per season</u> including Winter Texan Parks, Pharr Events Ctr. & One underserved community.	
a) Costs for Director, Crew, Drivers, Cast, Transportation Rental for transporting sets, advertising and technical equipment for production setup/ implementation	
4) Limited Classes in Performing Arts for Children & Youth	\$2,500
(2 sessions: Summer, and Fall)	
a) Coordinator stipend per session, \$800.00	\$600
b) Assistant stipend per session, \$150.00	\$300
c) Teacher stipends (6 per session at 50.00 ea)	\$600
5) Equipment renewal & additions	\$3,000
a.) One New sound board and one new light board	\$1,500
b.) Additional lighting and fixtures	\$1,500
(to also be used for Tours, Children's Theater Productions and limited After school classes in the arts for youth)	
6) Operating Costs	\$10,200
a) Advertising, Office supplies, Website management & Partial staff payment for one current staff member and one part time contractor	

\$35,000 TOTAL



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: September 12, 2019

MEETING DATE: September 19, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on renewal of Product License Agreement with Nearmap US Inc. for high resolution aerial imagery. (Project #1718-01-528-IPQ049-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Nearmap Vertical™ gives municipal governments instant access to current, high-resolution aerial imagery of urban areas in the US. The crystal clear photo maps are more detailed than free satellite images, and provide a true nadir view of worksites so the City can inspect locations remotely, identify and target new business, estimate and quote with accuracy, and monitor change over time.

Imagery is updated three times a year.

Financial Consideration: \$10,000 split among the following departments

Engineering
Development Services
Public Works
Public Utilities
Fire
PD

Staff Recommendation: Staff recommends approval authorizing the City Manager to execute a Product License Agreement with Nearmap US Inc. from South Jordan, UT, for a period of one (1) year, in the amount of \$10,000. Staff is also requesting authorization, with City Manager approval, to exercise the option to extend the

agreement for two (2) additional years, in one (1) year increments, subject to satisfactory performance, services, and pricing remaining unchanged.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 9/12/2019
Veronica Gutierrez	Approved - 9/13/2019
Patricia Rigney	Approved - 9/16/2019
Karla Moya	Approved - 9/16/2019
City Management Office	Final Approval - 9/16/2019

RENEWAL QUOTE



Nearmap US Inc.

10897 South River Front Parkway, Suite 150

South Jordan, UT 84095 USA

Phone: +1 (801) 609 7250

Customer Name	City of Pharr, TX	Quote Number	Q044502
Type	Renew Subscription	Quote Expiry	09/30/2019
Contract Commencement	Contract commences upon signing of quote.	Contract Term	12 Month
		Subscription Start Date	09/30/2019
Sales Rep	Glen Lapray	Sales Rep Email	glen.lapray@nearmap.com
Auto Renew	No	Payment Term	Net 30
Bill To	City of Pharr, TX Omar Anzaldua 118 S Cage Blvd, Pharr, Texas, 78577 +1 956-402-4000 ext. 1411 omar.anzaldua@pharr-tx.gov	Ship To	City of Pharr, TX Omar Anzaldua 118 S Cage Blvd, Pharr, Texas, 78577 +1 956-402-4000 ext. 1411 omar.anzaldua@pharr-tx.gov

PRODUCT	ANNUALIZED ESTIMATED USAGE	COVERAGE	SEATS	TOTAL
Nearmap Vertical for Government	50 GB	Nationwide	Unlimited	\$10,000.00
Subtotal				\$10,000.00
Estimated Tax				\$0.00
Total				USD \$10,000.00

ACCEPTANCE OF Q044502

By selecting "**Yes**" or **signing below**, you acknowledge that (a) (i) you have the authority to agree to this Renewal Quote, and (ii) the Additional Terms and Conditions of the previous Agreement applies to this Renewal Quote, unless otherwise specified in the Additional Terms and Conditions of this Renewal Quote, (b) you agree to pay the fees set forth herein, and (c) this Renewal Quote constitutes the terms applicable to your Renewal Term. You acknowledge that the Coverage Area by Nearmap is outlined at <https://go.nearmap.com/current-aerial-maps>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The totals in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Schedule 1

Additional Terms and Conditions



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: September 16, 2019

MEETING DATE: September 19, 2019

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a contract with Tyler Technologies, Inc. for subscription services for the MyCivic 311 mobile application, Sourcewell Contract#110515-TTI. (Project #1819-01-518-IPQ070-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The city evaluated three mobile 311 application solutions and have selected MyCivic by Tyler Technologies as the best option to move forward. This will provide our city a mobile application for providing information on city services and parks as well as making it easier for the public to submit service requests for any community issues. This system also includes an add on module for public safety. This application will be available for both Apple and Android devices.

Financial Consideration:

Staff Recommendation: Staff recommends approval and authorization to enter into a one (1) year contract with Tyler Technologies, Inc. for subscription services for the MyCivic 311 mobile application.

Alternatives:

ROUTING:

Jose Pena
Veronica Gutierrez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 9/16/2019
Approved - 9/16/2019
Approved - 9/16/2019
Approved - 9/16/2019
Final Approval - 9/16/2019



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number _____.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure the My Civic software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Pharr.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount

of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial

efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
- 8.2 provide telephone support during our established support hours;
- 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is one (1) year from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of

receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Any settlement on behalf of the Client shall require City Commission approval.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent

caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Any settlement or admission on behalf of the Client shall require City Commission approval.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction in Hidalgo County, Texas or the United States Federal District Court McAllen Division Southern District of Texas. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the

party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This

obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Texas. The parties agree that venue and jurisdiction for any action from this Agreement shall be the state and district court of Hidalgo County or the United States Federal District Court McAllen Division Southern District of Texas.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

[Signatures to follow on next page.]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Pharr

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

City of Pharr
PO Drawer B
Pharr, TX 78577
Attention: Jose Pena



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Robin Reeves
 Quote Expiration: 11/4/2019
 Quote Name: City of Pharr-LGD-myCivic
 Quote Number: 2019-73597
 Quote Description: myCivic

Sales Quotation For
 Jose Pena
 City of Pharr
 P.O. Drawer B
 Pharr, TX 785771202
 Phone: +1 (956) 402-4900
 Email: jose.pena@pharr-tx.gov

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
MyCivic				
MyCivic Citizen Engagement	0	\$0	\$0	\$7,500
MyCivic 311	0	\$0	\$0	\$15,000
MyCivic Public Safety	0	\$0	\$0	\$8,000
<i>Sub-Total:</i>		\$0	\$0	\$30,500
TOTAL:	0	\$0	\$0	\$30,500

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
MyCivic Citizen Engagement - Implementation Fee	1	\$3,200	\$3,200	\$0
MyCivic 311 - Implementation Fee	1	\$3,200	\$3,200	\$0
MyCivic Public Safety - Implementation Fee	1	\$3,200	\$3,200	\$0
TOTAL:			\$9,600	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$30,500
Total Tyler Services	\$9,600	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$9,600	\$30,500
Contract Total	\$40,100	

Sourcewell Awarded Contract #110515-TTI



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided,

payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- 2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first-year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.