



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, OCTOBER 21, 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 Arbor 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:

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: *(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*

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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.

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 October 2019. (FINANCE)

B) Submission of Tax Collection Report for September 2019. (FINANCE)

C) City Events of Interest. (ADMINISTRATION)

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 October 7, 2019 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on request from Rick Quick Stop to close the 400 block of West State Avenue on Saturday, November 23, 2019 from 3:00 p.m. to 6:00 p.m. for their Annual Customer Appreciation Day. (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance amending Ordinance O-2019-30 pertaining to public testimony. **(2nd Reading)** (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance amending Ordinance O-2017-35 adding an Adverse Incident Pay Policy to the Personnel Policy Manual. **(3rd and Final Reading)** (HR)

E) 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. **(3rd and Final Reading)** (DEVELOPMENT SERVICES)

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F) Consideration and action on Development Services Cases:

1. Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 15.347 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1900 Block of West Interstate Highway 2. **CUP#170846**

2. Stefano's Pizza Express has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. **CUP#190536**

G) PLATS:

1. Sam Engineering & Surveying, representing Jacinto Cano is requesting final plat approval of the proposed Crystal Cano Subdivision. The property is legally described as being a 1-Lot subdivision out of a 0.76 acre tract of land and being a part or portion of Lot 11, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 3100 Block of South Gardenia Street. **SUB#160720**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on resolution authorizing and approving a Tax Exempt Loan Agreement with Lone Star National Bank for the Pharr Natatorium Project and the Note associated with such loan; and authorizing other matters relating thereto. (ADMINISTRATION)

B) Consideration and action on Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr Comprehensive Pedestrian Safety & Wellness Plan, CSJ: 0921-02-389. (ENGINEERING)

C) Consideration and action, if any, on Resolution appointing/re-appointing five (5) regular members and one (1) ex-officio member to the Tierra Del Sol Golf Club Advisory Board. (PARKS)

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D) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding. (DEVELOPMENT SERVICES)

8. ADMINISTRATIVE:

A) Consideration and action, if any, amending design-build Downtown Gateway and Lighting Improvements Project contract with International Consulting Engineers (ICE) for the installation of various City Hall and Gateway Monument sign lighting and controls systems (Project No.1819-39-510-S026-001). **(Tabled)** (ENGINEERING)

B) Consideration and action, if any, on Change Order No. 1 and acceptance of the W. Zaragosa Dr. and S. Sugar Rd. Concrete Paving Improvements Project as complete and authorization to release final payment and release of retainage in the amount of \$58,994.20 (Project # 1819-86-510-C010-202). (ENGINEERING)

C) Consideration and action, if any, on acceptance of the Moore Rd. 24" Sanitary Sewer Improvements (Emergency Repairs) (Project #1819-61-587-C003-001) and Release of Final Payment and Retainage in the amount of \$49,942.20. (ENGINEERING)

D) Consultation with the Board of Commissioners on the city's organizational structure. (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase various lighting components for the lighting of City Hall and the Downtown Gateway Monument Project, through a TIPS Cooperative Contract. (Project No. 1819-01-528-P024-001) **(Tabled)** (ENGINEERING)

B) Consideration and action, if any, on acquisition of Hidalgo County Irrigation District #2 easement. (DEVELOPMENT SERVICES)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on renewal of agreement between City of Pharr and Peace & Thornton Partnership for Pharr Events Center overflow parking.(Project #1819-65-510-IPQ011-001) (EVENTS CENTER)

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Halff Associates for Professional Engineering Services for the City of Pharr Drainage Master Plan.(Project #1920-01-528-S006-001) (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager amend the contract with Garcia Infrastructure Consultants, LLC. for additional construction management services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict. (Project #1718-01-510-S025-001) (ENGINEERING)

11. LEGAL:

A) Consultation with legal regarding Cause No. C-4349-17-B, City of Pharr v. Saenz Utilities Contractors, et. al. (LEGAL)

12. 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.

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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.

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.

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

14. ADJOURNMENT:

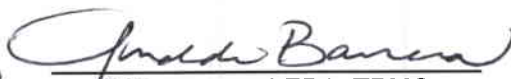
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 18th day of October, 2019 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 18th day of October, 2019.




IMELDA BARRERA, TRMC
ASST. CITY CLERK

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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**, Arbor Day has been an occasion for recognizing the value of trees and woodlands to human welfare since 1872; and*

***WHEREAS**, the City of Pharr recognizes the value of trees as they contribute to our environment by cleaning the air, moderating the temperature, reducing heating and cooling costs, and provide wildlife habitat; and*

***WHEREAS**, the City of Pharr has a tradition of supporting and encouraging the planting, care and health of trees throughout the community; and*

***WHEREAS**, trees in the City of Pharr increase city property values, enhance the economic vitality of business areas, and beautify our community; and*

***WHEREAS**, trees give us oxygen to help us breathe and since they are so important to us, we give them carbon dioxide so they can breathe; and*

***WHEREAS**, all residents are urged to support the efforts to protect our trees and woodlands and plant trees to promote the well-being of this and future generations.*

***NOW THEREFORE**, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim November 2, 2019 as:*

“Arbor Day”

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 21st day of October 2019.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: October 14, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/14/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 15, 2019

MEETING DATE: October 21, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

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

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 14% compared to last October 2018 collections, the City ranked No. 9 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

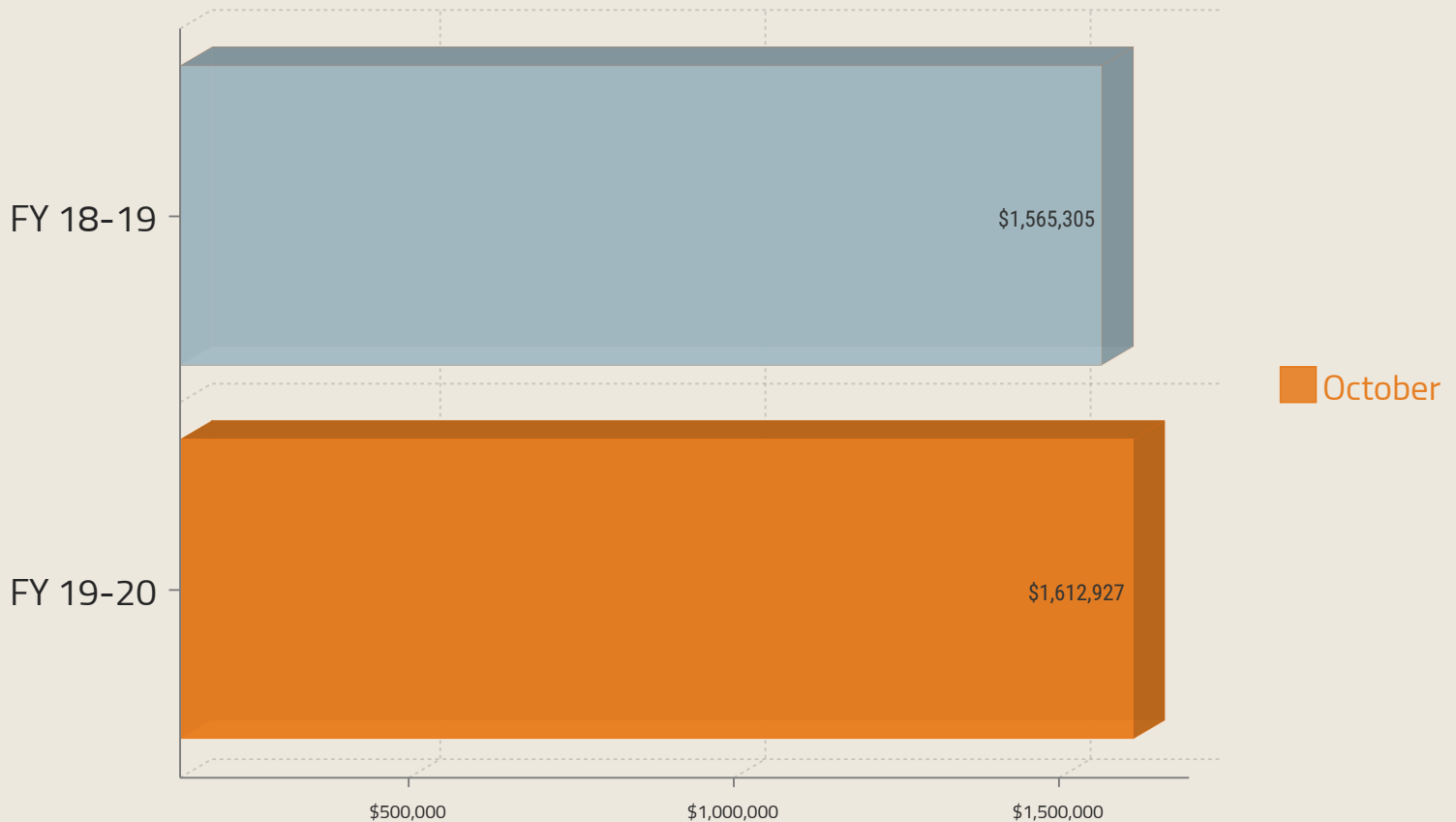
Created/Initiated - 10/15/2019
New - 9/13/2019

Sales Taxes Collection Snapshot-October 2019

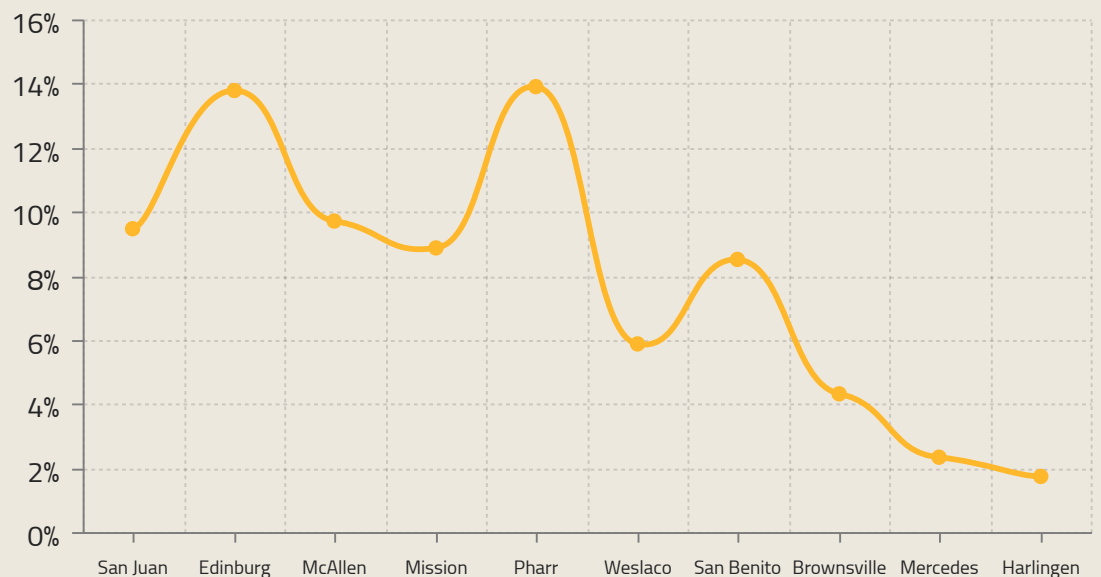


14%

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: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of 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: Current Collections

Current Tax Collections as of September 2019 are \$18,407,684 or 96.20% collected out of this Year's Levy . This is 0.04% increase compared to last year .

Delinquent Tax

Delinquent Tax Collections as of September 2019 are \$625,554 which is 25.49% collected out of previous year's tax rolls. This is a decrease of 0.50% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
City Management Office

Created/Initiated - 10/16/2019
Final Approval - 10/18/2019

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

COMPARATIVE RATE OF COLLECTIONS

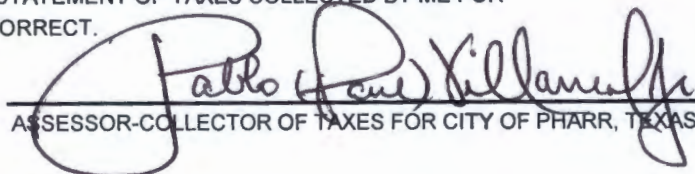
CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2018/2019	COLLECTED 2017/2018
2018 TAX ROLL	19,278,100.58	18,407,684.02	-	(142,985.14)	727,431.42	96.20%	96.16%
2017 & PRIOR YRS	2,534,188.08	625,554.10	(22,000.75)	(57,916.87)	1,828,716.36	25.49%	25.99%
ROLLBACK	13,987.55	56,891.47	-	139,799.12	96,895.20	36.99%	81.01%
TOTALS	21,826,276.21	19,090,129.59	(22,000.75)	(61,102.89)	2,653,042.98		

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

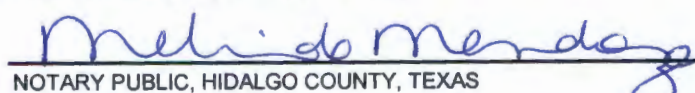
	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	84,348.14	(529.96) CURRENT
CURRENT YEAR-P&I	16,650.59	
PRIOR YEARS-BASE TAX	31,886.72	(2,157.24) PRIOR
PRIOR YEARS-P&I	16,684.46	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	21,708.52	- PURGED
TOTAL COLLECTIONS	171,278.43	(2,687.20)
LESS TRANSFERRED	103,068.10	
LESS IN TRANSIT	62,410.84	
LESS DUE TO HCAD COMM. FEE	11.49	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

*****AFFIDAVIT*****

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


ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 7TH DAY OF OCTOBER 2019 A.D.


NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF SEPTEMBER 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	(142,985.14)	(79,858.47)	(63,126.67)
CURRENT LEVY	19,135,115.44	18,545,296.11	589,819.33
CURRENT COLLECTIONS THIS MONTH	84,348.14	50,464.49	33,883.65
CURRENT COLLECTIONS TO DATE	18,407,684.02	17,832,429.16	575,254.86
OUTSTANDING TO DATE	727,431.42	712,866.95	14,564.47
PERCENT COLLECTED/ORIGINAL	95.48%	95.74%	-0.26%
PERCENT COLLECTED/MODIFIED	96.20%	96.16%	0.04%
TOTAL COLLECTIONS FISCAL YEAR	18,407,684.02	17,832,429.16	
<u>DELINQUENT</u>			
ORIGINAL LEVY	2,534,188.08	2,497,225.46	36,962.62
MODIFICATIONS	(79,917.62)	(36,160.84)	(43,756.78)
DELINQUENT LEVY	2,454,270.46	2,461,064.62	(6,794.16)
DELINQUENT COLLECTIONS THIS MONTH	31,886.72	35,697.84	(3,811.12)
DELINQUENT COLLECTIONS TO DATE	625,554.10	639,743.49	(14,189.39)
OUTSTANDING TO DATE	1,828,716.36	1,821,321.13	7,395.23
PERCENT COLLECTED/ORIGINAL	24.68%	25.62%	-0.94%
PERCENT COLLECTED/MODIFIED	25.49%	25.99%	-0.50%
TOTAL COLLECTIONS FISCAL YEAR	625,554.10	639,743.49	
<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	

33

OVERALL TOTAL	171,278.43
LESS REFUNDS	0.00
LESS HCAD COMM FEES	11.49
LESS COMM/COST	<u>5,788.00</u>
BALANCE	165,478.94
LESS TRANSFERRED	103,068.10
LESS TRANSF IN TRANSIT	<u>62,410.84</u>
BALANCE PENDING	0.00

10/02/2019 09:46:53 3310716
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 09/01/2019 THRU 09/30/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 41
 EXCLUDES AG ROLLBACK

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	73,704.00	.00	14,549.30	1,825.67-	86,427.63	14,992.88	.00	.00	103,246.18
	I & S	.081900	10,644.14	.00	2,101.29	263.66-	12,481.77	.00	.00	.00	12,745.43
	TOTAL	.649000	84,348.14	.00	16,650.59	2,089.33-	98,909.40	14,992.88	.00	.00	115,991.61
2017	M & O	.567100	13,823.31	.00	4,289.60	.00	18,112.91	3,028.52	.00	.00	21,141.43
	I & S	.081900	1,996.22	.00	619.49	.00	2,615.71	.00	.00	.00	2,615.71
	TOTAL	.649000	15,819.53	.00	4,909.09	.00	20,728.62	3,028.52	.00	.00	23,757.14
2016	M & O	.582100	5,746.86	.00	2,351.48	.00	8,098.34	1,221.39	.00	.00	9,319.73
	I & S	.071900	709.84	.00	290.45	.00	1,000.29	.00	.00	.00	1,000.29
	TOTAL	.654000	6,456.70	.00	2,641.93	.00	9,098.63	1,221.39	.00	.00	10,320.02
2015	M & O	.582100	2,224.93	.00	1,191.15	.00	3,416.08	521.65	.00	.00	3,937.73
	I & S	.071900	274.76	.00	147.13	.00	421.89	.00	.00	.00	421.89
	TOTAL	.654000	2,499.69	.00	1,338.28	.00	3,837.97	521.65	.00	.00	4,359.62
2014	M & O	.608100	1,073.41	.00	733.37	.00	1,806.78	290.76	.00	.00	2,097.54
	I & S	.071900	126.93	.00	86.70	.00	213.63	.00	.00	.00	213.63
	TOTAL	.680000	1,200.34	.00	820.07	.00	2,020.41	290.76	.00	.00	2,311.17
2013	M & O	.605000	1,081.30	.00	765.50	.00	1,846.80	252.59	.00	.00	2,099.39
	I & S	.075000	134.06	.00	94.89	.00	228.95	.00	.00	.00	228.95
	TOTAL	.680000	1,215.36	.00	860.39	.00	2,075.75	252.59	.00	.00	2,328.34
2012	M & O	.602600	678.93	.00	595.89	.00	1,274.82	199.90	.00	.00	1,474.72
	I & S	.077400	87.18	.00	76.53	.00	163.71	.00	.00	.00	163.71
	TOTAL	.680000	766.11	.00	672.42	.00	1,438.53	199.90	.00	.00	1,638.43
2011	M & O	.602100	353.59	.00	312.19	.00	665.78	94.40	.00	.00	760.18
	I & S	.077900	45.74	.00	40.39	.00	86.13	.00	.00	.00	86.13
	TOTAL	.680000	399.33	.00	352.58	.00	751.91	94.40	.00	.00	846.31
2010	M & O	.601800	478.03	.00	478.23	.00	956.26	134.27	.00	.00	1,090.53
	I & S	.078200	62.12	.00	62.15	.00	124.27	.00	.00	.00	124.27
	TOTAL	.680000	540.15	.00	540.38	.00	1,080.53	134.27	.00	.00	1,214.80
2009	M & O	.601800	497.17	.00	613.82	.00	1,110.99	176.55	.00	.00	1,287.54
	I & S	.078200	64.60	.00	79.77	.00	144.37	.00	.00	.00	144.37
	TOTAL	.680000	561.77	.00	693.59	.00	1,255.36	176.55	.00	.00	1,431.91
2008	M & O	.602940	301.31	.00	380.59	.00	681.90	92.77	.00	.00	774.67
	I & S	.078910	39.42	.00	49.81	.00	89.23	.00	.00	.00	89.23
	TOTAL	.681850	340.73	.00	430.40	.00	771.13	92.77	.00	.00	863.90
2007	M & O	.596130	361.63	.00	458.03	.00	819.66	103.81	.00	.00	923.47
	I & S	.086990	52.78	.00	66.83	.00	119.61	.00	.00	.00	119.61
	TOTAL	.683120	414.41	.00	524.86	.00	939.27	103.81	.00	.00	1,043.08

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TAX COLLECTION SYSTEM
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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	216.12	.00	329.00	.00	545.12	80.32	.00	.00	625.44
	I & S	.089990	32.79	.00	49.91	.00	82.70	.00	.00	.00	82.70
	TOTAL	.683120	248.91	.00	378.91	.00	627.82	80.32	.00	.00	708.14
2005	M & O	.593130	401.57	.00	616.03	.00	1,017.60	149.95	.00	.00	1,167.55
	I & S	.089990	60.94	.00	93.47	.00	154.41	.00	.00	.00	154.41
	TOTAL	.683120	462.51	.00	709.50	.00	1,172.01	149.95	.00	.00	1,321.96
2004	M & O	.601650	498.84	.00	820.71	.00	1,319.55	193.78	.00	.00	1,513.33
	I & S	.081470	67.55	.00	111.14	.00	178.69	.00	.00	.00	178.69
	TOTAL	.683120	566.39	.00	931.85	.00	1,498.24	193.78	.00	.00	1,692.02
2003	M & O	.596220	76.90	.00	141.47	.00	218.37	30.15	.00	.00	248.52
	I & S	.086900	11.21	.00	20.62	.00	31.83	.00	.00	.00	31.83
	TOTAL	.683120	88.11	.00	162.09	.00	250.20	30.15	.00	.00	280.35
2002	M & O	.590210	68.13	.00	144.43	.00	212.56	37.28	.00	.00	249.84
	I & S	.099790	11.52	.00	24.41	.00	35.93	.00	.00	.00	35.93
	TOTAL	.690000	79.65	.00	168.84	.00	248.49	37.28	.00	.00	285.77
2001	M & O	.564720	33.80	.00	75.71	.00	109.51	19.26	.00	.00	128.77
	I & S	.097590	5.84	.00	13.08	.00	18.92	.00	.00	.00	18.92
	TOTAL	.662310	39.64	.00	88.79	.00	128.43	19.26	.00	.00	147.69
2000	M & O	.533960	31.96	.00	75.42	.00	107.38	19.37	.00	.00	126.75
	I & S	.108350	6.48	.00	15.30	.00	21.78	.00	.00	.00	21.78
	TOTAL	.642310	38.44	.00	90.72	.00	129.16	19.37	.00	.00	148.53
1999	M & O	.529360	41.72	.00	99.82	.00	141.54	23.15	.00	.00	164.69
	I & S	.112950	8.91	.00	21.30	.00	30.21	.00	.00	.00	30.21
	TOTAL	.642310	50.63	.00	121.12	.00	171.75	23.15	.00	.00	194.90
1998	M & O	.505610	43.68	.00	104.58	.00	148.26	24.87	.00	.00	173.13
	I & S	.124390	10.75	.00	25.73	.00	36.48	.00	.00	.00	36.48
	TOTAL	.630000	54.43	.00	130.31	.00	184.74	24.87	.00	.00	209.61
1996	M & O	.516090	25.86	.00	72.67	.00	98.53	16.95	.00	.00	115.48
	I & S	.083910	4.20	.00	11.82	.00	16.02	.00	.00	.00	16.02
	TOTAL	.600000	30.06	.00	84.49	.00	114.55	16.95	.00	.00	131.50
1995	M & O	.510030	8.77	.00	21.39	.00	30.16	3.95	.00	.00	34.11
	I & S	.089970	1.55	.00	3.77	.00	5.32	.00	.00	.00	5.32
	TOTAL	.600000	10.32	.00	25.16	.00	35.48	3.95	.00	.00	39.43
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

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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
ALL	M & O		101,774.63	.00	29,227.33	1,825.67-	129,176.29	21,708.52	.00	.00	152,710.48
ALL	I & S		14,460.23	.00	4,107.72	263.66-	18,304.29	.00	.00	.00	18,567.95
ALL	TOTAL		116,234.86	.00	33,335.05	2,089.33-	147,480.58	21,708.52	.00	.00	171,278.43
DLQ	M & O		28,070.63	.00	14,678.03	.00	42,748.66	6,715.64	.00	.00	49,464.30
DLQ	I & S		3,816.09	.00	2,006.43	.00	5,822.52	.00	.00	.00	5,822.52
DLQ	TOTAL		31,886.72	.00	16,684.46	.00	48,571.18	6,715.64	.00	.00	55,286.82
CURR	M & O		73,704.00	.00	14,549.30	1,825.67-	86,427.63	14,992.88	.00	.00	103,246.18
CURR	I & S		10,644.14	.00	2,101.29	263.66-	12,481.77	.00	.00	.00	12,745.43
CURR	TOTAL		84,348.14	.00	16,650.59	2,089.33-	98,909.40	14,992.88	.00	.00	115,991.61

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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	73,704.00	.00	14,549.30	1,825.67-	86,427.63	14,992.88	.00	.00	103,246.18
	I & S	.081900	10,644.14	.00	2,101.29	263.66-	12,481.77	.00	.00	.00	12,745.43
	TOTAL	.649000	84,348.14	.00	16,650.59	2,089.33-	98,909.40	14,992.88	.00	.00	115,991.61
2017	M & O	.567100	13,823.31	.00	4,289.60	.00	18,112.91	3,028.52	.00	.00	21,141.43
	I & S	.081900	1,996.22	.00	619.49	.00	2,615.71	.00	.00	.00	2,615.71
	TOTAL	.649000	15,819.53	.00	4,909.09	.00	20,728.62	3,028.52	.00	.00	23,757.14
2016	M & O	.582100	5,746.86	.00	2,351.48	.00	8,098.34	1,221.39	.00	.00	9,319.73
	I & S	.071900	709.84	.00	290.45	.00	1,000.29	.00	.00	.00	1,000.29
	TOTAL	.654000	6,456.70	.00	2,641.93	.00	9,098.63	1,221.39	.00	.00	10,320.02
2015	M & O	.582100	2,224.93	.00	1,191.15	.00	3,416.08	521.65	.00	.00	3,937.73
	I & S	.071900	274.76	.00	147.13	.00	421.89	.00	.00	.00	421.89
	TOTAL	.654000	2,499.69	.00	1,338.28	.00	3,837.97	521.65	.00	.00	4,359.62
2014	M & O	.608100	1,073.41	.00	733.37	.00	1,806.78	290.76	.00	.00	2,097.54
	I & S	.071900	126.93	.00	86.70	.00	213.63	.00	.00	.00	213.63
	TOTAL	.680000	1,200.34	.00	820.07	.00	2,020.41	290.76	.00	.00	2,311.17
2013	M & O	.605000	1,081.30	.00	765.50	.00	1,846.80	252.59	.00	.00	2,099.39
	I & S	.075000	134.06	.00	94.89	.00	228.95	.00	.00	.00	228.95
	TOTAL	.680000	1,215.36	.00	860.39	.00	2,075.75	252.59	.00	.00	2,328.34
2012	M & O	.602600	678.93	.00	595.89	.00	1,274.82	199.90	.00	.00	1,474.72
	I & S	.077400	87.18	.00	76.53	.00	163.71	.00	.00	.00	163.71
	TOTAL	.680000	766.11	.00	672.42	.00	1,438.53	199.90	.00	.00	1,638.43
2011	M & O	.602100	353.59	.00	312.19	.00	665.78	94.40	.00	.00	760.18
	I & S	.077900	45.74	.00	40.39	.00	86.13	.00	.00	.00	86.13
	TOTAL	.680000	399.33	.00	352.58	.00	751.91	94.40	.00	.00	846.31
2010	M & O	.601800	478.03	.00	478.23	.00	956.26	134.27	.00	.00	1,090.53
	I & S	.078200	62.12	.00	62.15	.00	124.27	.00	.00	.00	124.27
	TOTAL	.680000	540.15	.00	540.38	.00	1,080.53	134.27	.00	.00	1,214.80
2009	M & O	.601800	497.17	.00	613.82	.00	1,110.99	176.55	.00	.00	1,287.54
	I & S	.078200	64.60	.00	79.77	.00	144.37	.00	.00	.00	144.37
	TOTAL	.680000	561.77	.00	693.59	.00	1,255.36	176.55	.00	.00	1,431.91
2008	M & O	.602940	301.31	.00	380.59	.00	681.90	92.77	.00	.00	774.67
	I & S	.078910	39.42	.00	49.81	.00	89.23	.00	.00	.00	89.23
	TOTAL	.681850	340.73	.00	430.40	.00	771.13	92.77	.00	.00	863.90
2007	M & O	.596130	361.63	.00	458.03	.00	819.66	103.81	.00	.00	923.47
	I & S	.086990	52.78	.00	66.83	.00	119.61	.00	.00	.00	119.61
	TOTAL	.683120	414.41	.00	524.86	.00	939.27	103.81	.00	.00	1,043.08

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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	216.12	.00	329.00	.00	545.12	80.32	.00	.00	625.44
	I & S	.089990	32.79	.00	49.91	.00	82.70	.00	.00	.00	82.70
	TOTAL	.683120	248.91	.00	378.91	.00	627.82	80.32	.00	.00	708.14
2005	M & O	.593130	401.57	.00	616.03	.00	1,017.60	149.95	.00	.00	1,167.55
	I & S	.089990	60.94	.00	93.47	.00	154.41	.00	.00	.00	154.41
	TOTAL	.683120	462.51	.00	709.50	.00	1,172.01	149.95	.00	.00	1,321.96
2004	M & O	.601650	498.84	.00	820.71	.00	1,319.55	193.78	.00	.00	1,513.33
	I & S	.081470	67.55	.00	111.14	.00	178.69	.00	.00	.00	178.69
	TOTAL	.683120	566.39	.00	931.85	.00	1,498.24	193.78	.00	.00	1,692.02
2003	M & O	.596220	76.90	.00	141.47	.00	218.37	30.15	.00	.00	248.52
	I & S	.086900	11.21	.00	20.62	.00	31.83	.00	.00	.00	31.83
	TOTAL	.683120	88.11	.00	162.09	.00	250.20	30.15	.00	.00	280.35
2002	M & O	.590210	68.13	.00	144.43	.00	212.56	37.28	.00	.00	249.84
	I & S	.099790	11.52	.00	24.41	.00	35.93	.00	.00	.00	35.93
	TOTAL	.690000	79.65	.00	168.84	.00	248.49	37.28	.00	.00	285.77
2001	M & O	.564720	33.80	.00	75.71	.00	109.51	19.26	.00	.00	128.77
	I & S	.097590	5.84	.00	13.08	.00	18.92	.00	.00	.00	18.92
	TOTAL	.662310	39.64	.00	88.79	.00	128.43	19.26	.00	.00	147.69
2000	M & O	.533960	31.96	.00	75.42	.00	107.38	19.37	.00	.00	126.75
	I & S	.108350	6.48	.00	15.30	.00	21.78	.00	.00	.00	21.78
	TOTAL	.642310	38.44	.00	90.72	.00	129.16	19.37	.00	.00	148.53
1999	M & O	.529360	41.72	.00	99.82	.00	141.54	23.15	.00	.00	164.69
	I & S	.112950	8.91	.00	21.30	.00	30.21	.00	.00	.00	30.21
	TOTAL	.642310	50.63	.00	121.12	.00	171.75	23.15	.00	.00	194.90
1998	M & O	.505610	43.68	.00	104.58	.00	148.26	24.87	.00	.00	173.13
	I & S	.124390	10.75	.00	25.73	.00	36.48	.00	.00	.00	36.48
	TOTAL	.630000	54.43	.00	130.31	.00	184.74	24.87	.00	.00	209.61
1996	M & O	.516090	25.86	.00	72.67	.00	98.53	16.95	.00	.00	115.48
	I & S	.083910	4.20	.00	11.82	.00	16.02	.00	.00	.00	16.02
	TOTAL	.600000	30.06	.00	84.49	.00	114.55	16.95	.00	.00	131.50
1995	M & O	.510030	8.77	.00	21.39	.00	30.16	3.95	.00	.00	34.11
	I & S	.089970	1.55	.00	3.77	.00	5.32	.00	.00	.00	5.32
	TOTAL	.600000	10.32	.00	25.16	.00	35.48	3.95	.00	.00	39.43
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

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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
ALL	M & O		101,774.63	.00	29,227.33	1,825.67-	129,176.29	21,708.52	.00	.00	152,710.48
ALL	I & S		14,460.23	.00	4,107.72	263.66-	18,304.29	.00	.00	.00	18,567.95
ALL	TOTAL		116,234.86	.00	33,335.05	2,089.33-	147,480.58	21,708.52	.00	.00	171,278.43
DLQ	M & O		28,070.63	.00	14,678.03	.00	42,748.66	6,715.64	.00	.00	49,464.30
DLQ	I & S		3,816.09	.00	2,006.43	.00	5,822.52	.00	.00	.00	5,822.52
DLQ	TOTAL		31,886.72	.00	16,684.46	.00	48,571.18	6,715.64	.00	.00	55,286.82
CURR	M & O		73,704.00	.00	14,549.30	1,825.67-	86,427.63	14,992.88	.00	.00	103,246.18
CURR	I & S		10,644.14	.00	2,101.29	263.66-	12,481.77	.00	.00	.00	12,745.43
CURR	TOTAL		84,348.14	.00	16,650.59	2,089.33-	98,909.40	14,992.88	.00	.00	115,991.61

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2019 TO 09/30/2019

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
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CURRENT YEAR	2,997,302,822	21,549,992-	2,975,752,830	00.649000	19,135,115.44	26,351
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	529.96-	142,985.14-	84,348.14	18,407,684.02	727,431.42	96.20	703.08-
2017	712,866.95	429.25-	44,856.94-	15,819.53	337,897.20	330,112.81	50.58	1,631.92-
2016	355,416.28	363.17-	3,955.75-	6,456.70	118,704.64	232,755.89	33.77	808.84-
2015	271,695.60	351.20-	4,734.96-	2,499.69	55,928.37	211,032.27	20.95	768.59-
2014	176,199.19	373.10-	19,399.43-	1,200.34	27,542.23	129,257.53	17.57	729.78-
2013	114,193.24	164.45-	1,016.70-	1,215.36	15,351.20	97,825.34	13.56	818.67-
2012	105,775.27	164.70-	878.06-	766.11	10,845.22	94,051.99	10.34	671.98-
2011	95,875.49	165.95-	864.45-	399.33	9,174.11	85,836.93	9.66	673.23-
2010	92,203.13	145.42-	821.01-	540.15	9,101.01	82,281.11	9.96	734.98-
2009	87,272.69	.00	364.69-	561.77	7,656.77	79,251.23	8.81	364.69-
2008	70,215.03	.00	44.03-	340.73	6,475.57	63,695.43	9.23	44.03-
2007	62,736.17	.00	550.07-	414.41	5,052.97	57,133.13	8.13	0.00
2006	58,758.77	.00	554.76-	248.91	4,464.58	53,739.43	7.67	0.00
2005	52,131.32	.00	515.89-	462.51	3,136.76	48,478.67	6.08	0.00
2004	51,678.52	.00	477.26-	566.39	3,324.95	47,876.31	6.49	0.00
2003	41,836.12	.00	0.00	88.11	2,637.76	39,198.36	6.30	0.00
2002	35,550.37	.00	0.00	79.65	1,590.29	33,960.08	4.47	0.00
2001	26,587.97	.00	0.00	39.64	1,247.11	25,340.86	4.69	0.00
2000	23,068.30	.00	0.00	38.44	883.98	22,184.32	3.83	0.00
1999	18,407.18	.00	0.00	50.63	753.98	17,653.20	4.10	0.00
1998	14,006.59	.00	883.62-	54.43	848.51	12,274.46	6.47	0.00
1997	67,713.90	.00	0.00	43.89	2,936.89	64,777.01	4.34	0.00
****	21,812,288.66	2,687.20-	222,902.76-	116,234.86	19,033,238.12	2,556,147.78		7,949.79-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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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 09/01/2019 TO 09/30/2019

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	21,549,992-	2,975,752,830	00.649000	19,141,078.13	26,352
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2018	19,278,100.58	529.96-	137,022.45-	84,348.14	18,407,684.02	733,394.11	96.17	703.08-
2017	712,866.95	429.25-	19,994.31-	15,819.53	345,504.70	347,367.94	49.87	1,631.92-
2016	358,494.06	363.17-	30,742.39	6,456.70	131,090.06	258,146.39	33.68	808.84-
2015	275,174.55	351.20-	32,065.21	2,499.69	69,287.01	237,952.75	22.55	768.59-
2014	179,810.68	373.10-	12,839.68	1,200.34	42,026.43	150,623.93	21.81	729.78-
2013	118,012.57	164.45-	4,219.68	1,215.36	24,406.91	97,825.34	19.97	818.67-
2012	105,775.27	164.70-	878.06-	766.11	10,845.22	94,051.99	10.34	671.98-
2011	95,875.49	165.95-	864.45-	399.33	9,174.11	85,836.93	9.66	673.23-
2010	92,203.13	145.42-	821.01-	540.15	9,101.01	82,281.11	9.96	734.98-
2009	87,272.69	.00	364.69-	561.77	7,656.77	79,251.23	8.81	364.69-
2008	70,215.03	.00	44.03-	340.73	6,475.57	63,695.43	9.23	44.03-
2007	62,736.17	.00	550.07-	414.41	5,052.97	57,133.13	8.13	0.00
2006	58,758.77	.00	554.76-	248.91	4,464.58	53,739.43	7.67	0.00
2005	52,131.32	.00	515.89-	462.51	3,136.76	48,478.67	6.08	0.00
2004	51,678.52	.00	477.26-	566.39	3,324.95	47,876.31	6.49	0.00
2003	41,836.12	.00	0.00	88.11	2,637.76	39,198.36	6.30	0.00
2002	35,550.37	.00	0.00	79.65	1,590.29	33,960.08	4.47	0.00
2001	26,587.97	.00	0.00	39.64	1,247.11	25,340.86	4.69	0.00
2000	23,068.30	.00	0.00	38.44	883.98	22,184.32	3.83	0.00
1999	18,407.18	.00	0.00	50.63	753.98	17,653.20	4.10	0.00
1998	14,006.59	.00	883.62-	54.43	848.51	12,274.46	6.47	0.00
1997	67,713.90	.00	0.00	43.89	2,936.89	64,777.01	4.34	0.00
****	21,826,276.21	2,687.20-	83,103.64-	116,234.86	19,090,129.59	2,653,042.98		7,949.79-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2019 TO 09/30/2019

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS
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CURRENT YEAR	2,997,302,822		21,549,992-		2,975,752,830		0.649000		19,135,115.44		26,351
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD		LEVY PAID		PAID YTD		BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	529.96-	142,985.14-		84,348.14		18,407,684.02		727,431.42	96.20	703.08-
	ADJUSTMENT REFUNDS	497.70-	41,959.96-								
2017	712,866.95	429.25-	44,856.94-		15,819.53		337,897.20		330,112.81	50.58	1,631.92-
	ADJUSTMENT REFUNDS	163.78-	39,475.99-								
2016	355,416.28	363.17-	3,955.75-		6,456.70		118,704.64		232,755.89	33.77	808.84-
	ADJUSTMENT REFUNDS	69.38-	2,159.57-								
2015	271,695.60	351.20-	4,734.96-		2,499.69		55,928.37		211,032.27	20.95	768.59-
	ADJUSTMENT REFUNDS	69.37-	1,067.91-								
2014	176,199.19	373.10-	19,399.43-		1,200.34		27,542.23		129,257.53	17.57	729.78-
	ADJUSTMENT REFUNDS	146.33-	295.93-								
2013	114,193.24	164.45-	1,016.70-		1,215.36		15,351.20		97,825.34	13.56	818.67-
			878.06-		766.11		10,845.22		94,051.99	10.34	671.98-
2012	105,775.27	164.70-			399.33		9,174.11		85,836.93	9.66	673.23-
			864.45-		540.15		9,101.01		82,281.11	9.96	734.98-
2011	95,875.49	165.95-	821.01-								
		145.42-			561.77		7,656.77		79,251.23	8.81	364.69-
2010	92,203.13				340.73		6,475.57		63,695.43	9.23	44.03-
		.00	364.69-		414.41		5,052.97		57,133.13	8.13	0.00
2009	87,272.69				248.91		4,464.58		53,739.43	7.67	0.00
		.00	554.76-		462.51		3,136.76		48,478.67	6.08	0.00
2008	70,215.03		515.89-		566.39		3,324.95		47,876.31	6.49	0.00
		.00	477.26-		88.11		2,637.76		39,198.36	6.30	0.00
2007	62,736.17		0.00		79.65		1,590.29		33,960.08	4.47	0.00
		.00	0.00		39.64		1,247.11		25,340.86	4.69	0.00
2006	58,758.77		0.00		38.44		883.98		22,184.32	3.83	0.00
		.00	0.00		50.63		753.98		17,653.20	4.10	0.00
2005	52,131.32		883.62-		54.43		848.51		12,274.46	6.47	0.00
		.00	0.00		43.89		2,936.89		64,777.01	4.34	0.00
2004	51,678.52		0.00								
		.00	0.00								
2003	41,836.12		0.00								
		.00	0.00								
2002	35,550.37		0.00								
		.00	0.00								
2001	26,587.97		0.00								
		.00	0.00								
2000	23,068.30		0.00								
		.00	0.00								
1999	18,407.18		0.00								
		.00	0.00								
1998	14,006.59		883.62-		54.43		848.51		12,274.46	6.47	0.00
		.00	0.00		43.89		2,936.89		64,777.01	4.34	0.00
1997	67,713.90		0.00								
****	21,812,288.66	2,687.20-	222,902.76-		116,234.86		19,033,238.12		2,556,147.78		7,949.79-
	ADJUSTMENT REFUNDS	946.56-	84,959.36-								

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2019 TO 09/30/2019

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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		497.70-	41,959.96-					
2017	0.00	.00	24,862.63	0.00	7,607.50	17,255.13	30.60	0.00
ADJUSTMENT REFUNDS		163.78-	39,475.99-					
2016	3,077.78	.00	34,698.14	0.00	12,385.42	25,390.50	32.79	0.00
ADJUSTMENT REFUNDS		69.38-	2,159.57-					
2015	3,478.95	.00	36,800.17	0.00	13,358.64	26,920.48	33.17	0.00
ADJUSTMENT REFUNDS		69.37-	1,067.91-					
2014	3,611.49	.00	32,239.11	0.00	14,484.20	21,366.40	40.40	0.00
ADJUSTMENT REFUNDS		146.33-	295.93-					
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		946.56-	84,959.36-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 09/01/2019 TO 09/30/2019

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	21,549,992-	2,975,752,830	0.649000	19,141,078.13	26,352
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL % YTD UNCOLL
2018	19,278,100.58	529.96-	137,022.45-	84,348.14	18,407,684.02	733,394.11 96.17 703.08-
	ADJUSTMENT REFUNDS	497.70-	41,959.96-			
2017	712,866.95	429.25-	19,994.31-	15,819.53	345,504.70	347,367.94 49.87 1,631.92-
	ADJUSTMENT REFUNDS	163.78-	39,475.99-			
2016	358,494.06	363.17-	30,742.39	6,456.70	131,090.06	258,146.39 33.68 808.84-
	ADJUSTMENT REFUNDS	69.38-	2,159.57-			
2015	275,174.55	351.20-	32,065.21	2,499.69	69,287.01	237,952.75 22.55 768.59-
	ADJUSTMENT REFUNDS	69.37-	1,067.91-			
2014	179,810.68	373.10-	12,839.68	1,200.34	42,026.43	150,623.93 21.81 729.78-
	ADJUSTMENT REFUNDS	146.33-	295.93-			
2013	118,012.57	164.45-	4,219.68	1,215.36	24,406.91	97,825.34 19.97 818.67-
2012	105,775.27	164.70-	878.06-	766.11	10,845.22	94,051.99 10.34 671.98-
2011	95,875.49	165.95-	864.45-	399.33	9,174.11	85,836.93 9.66 673.23-
2010	92,203.13	145.42-	821.01-	540.15	9,101.01	82,281.11 9.96 734.98-
2009	87,272.69	.00	364.69-	561.77	7,656.77	79,251.23 8.81 364.69-
2008	70,215.03	.00	44.03-	340.73	6,475.57	63,695.43 9.23 44.03-
2007	62,736.17	.00	550.07-	414.41	5,052.97	57,133.13 8.13 0.00
2006	58,758.77	.00	554.76-	248.91	4,464.58	53,739.43 7.67 0.00
2005	52,131.32	.00	515.89-	462.51	3,136.76	48,478.67 6.08 0.00
2004	51,678.52	.00	477.26-	566.39	3,324.95	47,876.31 6.49 0.00
2003	41,836.12	.00	0.00	88.11	2,637.76	39,198.36 6.30 0.00
2002	35,550.37	.00	0.00	79.65	1,590.29	33,960.08 4.47 0.00
2001	26,587.97	.00	0.00	39.64	1,247.11	25,340.86 4.69 0.00
2000	23,068.30	.00	0.00	38.44	883.98	22,184.32 3.83 0.00
1999	18,407.18	.00	0.00	50.63	753.98	17,653.20 4.10 0.00
1998	14,006.59	.00	883.62-	54.43	848.51	12,274.46 6.47 0.00
1997	67,713.90	.00	0.00	43.89	2,936.89	64,777.01 4.34 0.00
****	21,826,276.21	2,687.20-	83,103.64-	116,234.86	19,090,129.59	2,653,042.98 7,949.79-
	ADJUSTMENT REFUNDS	946.56-	84,959.36-			

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.567100	16,084,743.17	.00	215,447.78	930,191.52-	15,369,999.43	47,452.28	.00	.00	16,347,643.23
	I & S	.081900	2,322,940.85	.00	31,114.54	134,337.22-	2,219,718.17	.00	.00	.00	2,354,055.39
	TOTAL	.649000	18,407,684.02	.00	246,562.32	1,064,528.74-	17,589,717.60	47,452.28	.00	.00	18,701,698.62
2017	M & O	.567100	295,256.77	.00	79,213.37	1,296.28-	373,173.86	66,408.28	.00	.00	440,878.42
	I & S	.081900	42,640.43	.00	11,440.05	187.20-	53,893.28	.00	.00	.00	54,080.48
	TOTAL	.649000	337,897.20	.00	90,653.42	1,483.48-	427,067.14	66,408.28	.00	.00	494,958.90
2016	M & O	.582100	105,654.61	.00	38,260.22	176.91-	143,737.92	22,498.20	.00	.00	166,413.03
	I & S	.071900	13,050.03	.00	4,725.54	21.86-	17,753.71	.00	.00	.00	17,775.57
	TOTAL	.654000	118,704.64	.00	42,985.76	198.77-	161,491.63	22,498.20	.00	.00	184,188.60
2015	M & O	.582100	49,779.80	.00	23,593.11	47.50-	73,325.41	11,335.86	.00	.00	84,708.77
	I & S	.071900	6,148.57	.00	2,913.98	5.87-	9,056.68	.00	.00	.00	9,062.55
	TOTAL	.654000	55,928.37	.00	26,507.09	53.37-	82,382.09	11,335.86	.00	.00	93,771.32
2014	M & O	.608100	24,630.00	.00	13,980.08	.00	38,610.08	5,463.11	.00	.00	44,073.19
	I & S	.071900	2,912.23	.00	1,653.05	.00	4,565.28	.00	.00	.00	4,565.28
	TOTAL	.680000	27,542.23	.00	15,633.13	.00	43,175.36	5,463.11	.00	.00	48,638.47
2013	M & O	.605000	13,658.04	.00	8,948.50	.00	22,606.54	2,577.46	.00	.00	25,184.00
	I & S	.075000	1,693.16	.00	1,109.34	.00	2,802.50	.00	.00	.00	2,802.50
	TOTAL	.680000	15,351.20	.00	10,057.84	.00	25,409.04	2,577.46	.00	.00	27,986.50
2012	M & O	.602600	9,610.77	.00	7,015.58	.00	16,626.35	1,677.82	.00	.00	18,304.17
	I & S	.077400	1,234.45	.00	901.11	.00	2,135.56	.00	.00	.00	2,135.56
	TOTAL	.680000	10,845.22	.00	7,916.69	.00	18,761.91	1,677.82	.00	.00	20,439.73
2011	M & O	.602100	8,123.14	.00	6,846.52	.00	14,969.66	1,907.67	.00	.00	16,877.33
	I & S	.077900	1,050.97	.00	885.84	.00	1,936.81	.00	.00	.00	1,936.81
	TOTAL	.680000	9,174.11	.00	7,732.36	.00	16,906.47	1,907.67	.00	.00	18,814.14
2010	M & O	.601800	8,054.36	.00	7,480.50	.00	15,534.86	1,899.29	.00	.00	17,434.15
	I & S	.078200	1,046.65	.00	972.10	.00	2,018.75	.00	.00	.00	2,018.75
	TOTAL	.680000	9,101.01	.00	8,452.60	.00	17,553.61	1,899.29	.00	.00	19,452.90
2009	M & O	.601800	6,776.24	.00	7,371.30	.00	14,147.54	1,905.28	.00	.00	16,052.82
	I & S	.078200	880.53	.00	957.92	.00	1,838.45	.00	.00	.00	1,838.45
	TOTAL	.680000	7,656.77	.00	8,329.22	.00	15,985.99	1,905.28	.00	.00	17,891.27
2008	M & O	.602940	5,726.15	.00	7,173.69	.00	12,899.84	1,248.17	.00	.00	14,148.01
	I & S	.078910	749.42	.00	938.85	.00	1,688.27	.00	.00	.00	1,688.27
	TOTAL	.681850	6,475.57	.00	8,112.54	.00	14,588.11	1,248.17	.00	.00	15,836.28
2007	M & O	.596130	4,409.52	.00	5,832.63	.00	10,242.15	1,462.23	.00	.00	11,704.38
	I & S	.086990	643.45	.00	851.15	.00	1,494.60	.00	.00	.00	1,494.60
	TOTAL	.683120	5,052.97	.00	6,683.78	.00	11,736.75	1,462.23	.00	.00	13,198.98

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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 JURISDICTION: 0033 CITY OF PHARR

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 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.593130	3,876.49	.00	5,580.47	.00	9,456.96	1,375.85	.00	.00	10,832.81
	I & S	.089990	588.09	.00	846.65	.00	1,434.74	.00	.00	.00	1,434.74
	TOTAL	.683120	4,464.58	.00	6,427.12	.00	10,891.70	1,375.85	.00	.00	12,267.55
2005	M & O	.593130	2,723.54	.00	4,263.39	.00	6,986.93	524.43	.00	.00	7,511.36
	I & S	.089990	413.22	.00	646.86	.00	1,060.08	.00	.00	.00	1,060.08
	TOTAL	.683120	3,136.76	.00	4,910.25	.00	8,047.01	524.43	.00	.00	8,571.44
2004	M & O	.601650	2,928.41	.00	4,805.74	.00	7,734.15	737.76	.00	.00	8,471.91
	I & S	.081470	396.54	.00	650.76	.00	1,047.30	.00	.00	.00	1,047.30
	TOTAL	.683120	3,324.95	.00	5,456.50	.00	8,781.45	737.76	.00	.00	9,519.21
2003	M & O	.596220	2,302.21	.00	3,935.10	.00	6,237.31	430.48	.00	.00	6,667.79
	I & S	.086900	335.55	.00	573.55	.00	909.10	.00	.00	.00	909.10
	TOTAL	.683120	2,637.76	.00	4,508.65	.00	7,146.41	430.48	.00	.00	7,576.89
2002	M & O	.590210	1,360.30	.00	2,572.17	.00	3,932.47	349.01	.00	.00	4,281.48
	I & S	.099790	229.99	.00	434.88	.00	664.87	.00	.00	.00	664.87
	TOTAL	.690000	1,590.29	.00	3,007.05	.00	4,597.34	349.01	.00	.00	4,946.35
2001	M & O	.564720	1,063.35	.00	2,289.62	.00	3,352.97	271.92	.00	.00	3,624.89
	I & S	.097590	183.76	.00	395.70	.00	579.46	.00	.00	.00	579.46
	TOTAL	.662310	1,247.11	.00	2,685.32	.00	3,932.43	271.92	.00	.00	4,204.35
2000	M & O	.533960	734.89	.00	1,699.33	.00	2,434.22	220.33	.00	.00	2,654.55
	I & S	.108350	149.09	.00	344.80	.00	493.89	.00	.00	.00	493.89
	TOTAL	.642310	883.98	.00	2,044.13	.00	2,928.11	220.33	.00	.00	3,148.44
1999	M & O	.529360	621.38	.00	1,505.11	.00	2,126.49	150.28	.00	.00	2,276.77
	I & S	.112950	132.60	.00	321.15	.00	453.75	.00	.00	.00	453.75
	TOTAL	.642310	753.98	.00	1,826.26	.00	2,580.24	150.28	.00	.00	2,730.52
1998	M & O	.505610	680.97	.00	1,691.87	.00	2,372.84	123.72	.00	.00	2,496.56
	I & S	.124390	167.54	.00	416.24	.00	583.78	.00	.00	.00	583.78
	TOTAL	.630000	848.51	.00	2,108.11	.00	2,956.62	123.72	.00	.00	3,080.34
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	599.32	.00	1,564.16	.00	2,163.48	142.64	.00	.00	2,306.12
	I & S	.083910	97.45	.00	254.31	.00	351.76	.00	.00	.00	351.76
	TOTAL	.600000	696.77	.00	1,818.47	.00	2,515.24	142.64	.00	.00	2,657.88
1995	M & O	.510030	708.23	.00	1,906.35	.00	2,614.58	223.12	.00	.00	2,837.70
	I & S	.089970	124.94	.00	336.27	.00	461.21	.00	.00	.00	461.21
	TOTAL	.600000	833.17	.00	2,242.62	.00	3,075.79	223.12	.00	.00	3,298.91

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2018 THRU 09/30/2019
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 60
 EXCLUDES 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	5.62	.00	13.90	.00	19.52	.00	.00	.00	19.52
	I & S	.112360	1.40	.00	3.48	.00	4.88	.00	.00	.00	4.88
	TOTAL	.560000	7.02	.00	17.38	.00	24.40	.00	.00	.00	24.40
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		16,635,224.27	.00	456,282.80	931,712.21-	16,159,794.86	170,650.93	.00	.00	17,262,158.00
ALL	I & S		2,398,013.85	.00	64,256.63	134,552.15-	2,327,718.33	.00	.00	.00	2,462,270.48
ALL	TOTAL		19,033,238.12	.00	520,539.43	1,066,264.36-	18,487,513.19	170,650.93	.00	.00	19,724,428.48
DLQ	M & O		550,481.10	.00	240,835.02	1,520.69-	789,795.43	123,198.65	.00	.00	914,514.77
DLQ	I & S		75,073.00	.00	33,142.09	214.93-	108,000.16	.00	.00	.00	108,215.09
DLQ	TOTAL		625,554.10	.00	273,977.11	1,735.62-	897,795.59	123,198.65	.00	.00	1,022,729.86
CURR	M & O		16,084,743.17	.00	215,447.78	930,191.52-	15,369,999.43	47,452.28	.00	.00	16,347,643.23
CURR	I & S		2,322,940.85	.00	31,114.54	134,337.22-	2,219,718.17	.00	.00	.00	2,354,055.39
CURR	TOTAL		18,407,684.02	.00	246,562.32	1,064,528.74-	17,589,717.60	47,452.28	.00	.00	18,701,698.62

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2018 THRU 09/30/2019
JURISDICTION: 0033 CITY OF PHARR

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2018 THRU 09/30/2019
 JURISDICTION: 0033 CITY OF PHARR

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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
2018	M & O	.567100	16,084,743.17	.00	215,447.78	930,191.52-	15,369,999.43	47,452.28	.00	.00	16,347,643.23
	I & S	.081900	2,322,940.85	.00	31,114.54	134,337.22-	2,219,718.17	.00	.00	.00	2,354,055.39
	TOTAL	.649000	18,407,684.02	.00	246,562.32	1,064,528.74-	17,589,717.60	47,452.28	.00	.00	18,701,698.62
2017	M & O	.567100	301,904.24	.00	79,213.37	1,296.28-	379,821.33	66,408.28	.00	.00	447,525.89
	I & S	.081900	43,600.46	.00	11,440.05	187.20-	54,853.31	.00	.00	.00	55,040.51
	TOTAL	.649000	345,504.70	.00	90,653.42	1,483.48-	434,674.64	66,408.28	.00	.00	502,566.40
2016	M & O	.582100	116,678.39	.00	38,260.22	176.91-	154,761.70	22,498.20	.00	.00	177,436.81
	I & S	.071900	14,411.67	.00	4,725.54	21.86-	19,115.35	.00	.00	.00	19,137.21
	TOTAL	.654000	131,090.06	.00	42,985.76	198.77-	173,877.05	22,498.20	.00	.00	196,574.02
2015	M & O	.582100	61,669.81	.00	23,593.11	47.50-	85,215.42	11,335.86	.00	.00	96,598.78
	I & S	.071900	7,617.20	.00	2,913.98	5.87-	10,525.31	.00	.00	.00	10,531.18
	TOTAL	.654000	69,287.01	.00	26,507.09	53.37-	95,740.73	11,335.86	.00	.00	107,129.96
2014	M & O	.608100	37,582.71	.00	13,980.08	.00	51,562.79	5,463.11	.00	.00	57,025.90
	I & S	.071900	4,443.72	.00	1,653.05	.00	6,096.77	.00	.00	.00	6,096.77
	TOTAL	.680000	42,026.43	.00	15,633.13	.00	57,659.56	5,463.11	.00	.00	63,122.67
2013	M & O	.605000	21,714.95	.00	8,948.50	.00	30,663.45	2,577.46	.00	.00	33,240.91
	I & S	.075000	2,691.96	.00	1,109.34	.00	3,801.30	.00	.00	.00	3,801.30
	TOTAL	.680000	24,406.91	.00	10,057.84	.00	34,464.75	2,577.46	.00	.00	37,042.21
2012	M & O	.602600	9,610.77	.00	7,015.58	.00	16,626.35	1,677.82	.00	.00	18,304.17
	I & S	.077400	1,234.45	.00	901.11	.00	2,135.56	.00	.00	.00	2,135.56
	TOTAL	.680000	10,845.22	.00	7,916.69	.00	18,761.91	1,677.82	.00	.00	20,439.73
2011	M & O	.602100	8,123.14	.00	6,846.52	.00	14,969.66	1,907.67	.00	.00	16,877.33
	I & S	.077900	1,050.97	.00	885.84	.00	1,936.81	.00	.00	.00	1,936.81
	TOTAL	.680000	9,174.11	.00	7,732.36	.00	16,906.47	1,907.67	.00	.00	18,814.14
2010	M & O	.601800	8,054.36	.00	7,480.50	.00	15,534.86	1,899.29	.00	.00	17,434.15
	I & S	.078200	1,046.65	.00	972.10	.00	2,018.75	.00	.00	.00	2,018.75
	TOTAL	.680000	9,101.01	.00	8,452.60	.00	17,553.61	1,899.29	.00	.00	19,452.90
2009	M & O	.601800	6,776.24	.00	7,371.30	.00	14,147.54	1,905.28	.00	.00	16,052.82
	I & S	.078200	880.53	.00	957.92	.00	1,838.45	.00	.00	.00	1,838.45
	TOTAL	.680000	7,656.77	.00	8,329.22	.00	15,985.99	1,905.28	.00	.00	17,891.27
2008	M & O	.602940	5,726.15	.00	7,173.69	.00	12,899.84	1,248.17	.00	.00	14,148.01
	I & S	.078910	749.42	.00	938.85	.00	1,688.27	.00	.00	.00	1,688.27
	TOTAL	.681850	6,475.57	.00	8,112.54	.00	14,588.11	1,248.17	.00	.00	15,836.28
2007	M & O	.596130	4,409.52	.00	5,832.63	.00	10,242.15	1,462.23	.00	.00	11,704.38
	I & S	.086990	643.45	.00	851.15	.00	1,494.60	.00	.00	.00	1,494.60
	TOTAL	.683120	5,052.97	.00	6,683.78	.00	11,736.75	1,462.23	.00	.00	13,198.98

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TAX COLLECTION SYSTEM
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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
2006	M & O	.593130	3,876.49	.00	5,580.47	.00	9,456.96	1,375.85	.00	.00	10,832.81
	I & S	.089990	588.09	.00	846.65	.00	1,434.74	.00	.00	.00	1,434.74
	TOTAL	.683120	4,464.58	.00	6,427.12	.00	10,891.70	1,375.85	.00	.00	12,267.55
2005	M & O	.593130	2,723.54	.00	4,263.39	.00	6,986.93	524.43	.00	.00	7,511.36
	I & S	.089990	413.22	.00	646.86	.00	1,060.08	.00	.00	.00	1,060.08
	TOTAL	.683120	3,136.76	.00	4,910.25	.00	8,047.01	524.43	.00	.00	8,571.44
2004	M & O	.601650	2,928.41	.00	4,805.74	.00	7,734.15	737.76	.00	.00	8,471.91
	I & S	.081470	396.54	.00	650.76	.00	1,047.30	.00	.00	.00	1,047.30
	TOTAL	.683120	3,324.95	.00	5,456.50	.00	8,781.45	737.76	.00	.00	9,519.21
2003	M & O	.596220	2,302.21	.00	3,935.10	.00	6,237.31	430.48	.00	.00	6,667.79
	I & S	.086900	335.55	.00	573.55	.00	909.10	.00	.00	.00	909.10
	TOTAL	.683120	2,637.76	.00	4,508.65	.00	7,146.41	430.48	.00	.00	7,576.89
2002	M & O	.590210	1,360.30	.00	2,572.17	.00	3,932.47	349.01	.00	.00	4,281.48
	I & S	.099790	229.99	.00	434.88	.00	664.87	.00	.00	.00	664.87
	TOTAL	.690000	1,590.29	.00	3,007.05	.00	4,597.34	349.01	.00	.00	4,946.35
2001	M & O	.564720	1,063.35	.00	2,289.62	.00	3,352.97	271.92	.00	.00	3,624.89
	I & S	.097590	183.76	.00	395.70	.00	579.46	.00	.00	.00	579.46
	TOTAL	.662310	1,247.11	.00	2,685.32	.00	3,932.43	271.92	.00	.00	4,204.35
2000	M & O	.533960	734.89	.00	1,699.33	.00	2,434.22	220.33	.00	.00	2,654.55
	I & S	.108350	149.09	.00	344.80	.00	493.89	.00	.00	.00	493.89
	TOTAL	.642310	883.98	.00	2,044.13	.00	2,928.11	220.33	.00	.00	3,148.44
1999	M & O	.529360	621.38	.00	1,505.11	.00	2,126.49	150.28	.00	.00	2,276.77
	I & S	.112950	132.60	.00	321.15	.00	453.75	.00	.00	.00	453.75
	TOTAL	.642310	753.98	.00	1,826.26	.00	2,580.24	150.28	.00	.00	2,730.52
1998	M & O	.505610	680.97	.00	1,691.87	.00	2,372.84	123.72	.00	.00	2,496.56
	I & S	.124390	167.54	.00	416.24	.00	583.78	.00	.00	.00	583.78
	TOTAL	.630000	848.51	.00	2,108.11	.00	2,956.62	123.72	.00	.00	3,080.34
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	599.32	.00	1,564.16	.00	2,163.48	142.64	.00	.00	2,306.12
	I & S	.083910	97.45	.00	254.31	.00	351.76	.00	.00	.00	351.76
	TOTAL	.600000	696.77	.00	1,818.47	.00	2,515.24	142.64	.00	.00	2,657.88
1995	M & O	.510030	708.23	.00	1,906.35	.00	2,614.58	223.12	.00	.00	2,837.70
	I & S	.089970	124.94	.00	336.27	.00	461.21	.00	.00	.00	461.21
	TOTAL	.600000	833.17	.00	2,242.62	.00	3,075.79	223.12	.00	.00	3,298.91

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TAX COLLECTION SYSTEM
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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	5.62	.00	13.90	.00	19.52	.00	.00	.00	19.52
	I & S	.112360	1.40	.00	3.48	.00	4.88	.00	.00	.00	4.88
	TOTAL	.560000	7.02	.00	17.38	.00	24.40	.00	.00	.00	24.40
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		16,685,795.15	.00	456,282.80	931,712.21-	16,210,365.74	170,650.93	.00	.00	17,312,728.88
ALL	I & S		2,404,334.44	.00	64,256.63	134,552.15-	2,334,038.92	.00	.00	.00	2,468,591.07
ALL	TOTAL		19,090,129.59	.00	520,539.43	1,066,264.36-	18,544,404.66	170,650.93	.00	.00	19,781,319.95
DLQ	M & O		601,051.98	.00	240,835.02	1,520.69-	840,366.31	123,198.65	.00	.00	965,085.65
DLQ	I & S		81,393.59	.00	33,142.09	214.93-	114,320.75	.00	.00	.00	114,535.68
DLQ	TOTAL		682,445.57	.00	273,977.11	1,735.62-	954,687.06	123,198.65	.00	.00	1,079,621.33
CURR	M & O		16,084,743.17	.00	215,447.78	930,191.52-	15,369,999.43	47,452.28	.00	.00	16,347,643.23
CURR	I & S		2,322,940.85	.00	31,114.54	134,337.22-	2,219,718.17	.00	.00	.00	2,354,055.39
CURR	TOTAL		18,407,684.02	.00	246,562.32	1,064,528.74-	17,589,717.60	47,452.28	.00	.00	18,701,698.62

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 09/30/2019

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
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CURRENT YEAR	2,997,302,822	21,549,992-	2,975,752,830	00.649000	19,135,115.44	26,351
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	19,278,100.58	142,985.14-	142,985.14-	18,407,684.02	18,407,684.02	727,431.42	96.20	811.90-
2017	712,866.95	44,856.94-	44,856.94-	337,897.20	337,897.20	330,112.81	50.58	1,631.92-
2016	355,416.28	3,955.75-	3,955.75-	118,704.64	118,704.64	232,755.89	33.77	808.84-
2015	271,695.60	4,734.96-	4,734.96-	55,928.37	55,928.37	211,032.27	20.95	768.59-
2014	176,199.19	19,399.43-	19,399.43-	27,542.23	27,542.23	129,257.53	17.57	729.78-
2013	114,193.24	1,016.70-	1,016.70-	15,351.20	15,351.20	97,825.34	13.56	818.67-
2012	105,775.27	878.06-	878.06-	10,845.22	10,845.22	94,051.99	10.34	671.98-
2011	95,875.49	864.45-	864.45-	9,174.11	9,174.11	85,836.93	9.66	673.23-
2010	92,203.13	821.01-	821.01-	9,101.01	9,101.01	82,281.11	9.96	734.98-
2009	87,272.69	364.69-	364.69-	7,656.77	7,656.77	79,251.23	8.81	364.69-
2008	70,215.03	44.03-	44.03-	6,475.57	6,475.57	63,695.43	9.23	44.03-
2007	62,736.17	550.07-	550.07-	5,052.97	5,052.97	57,133.13	8.13	0.00
2006	58,758.77	554.76-	554.76-	4,464.58	4,464.58	53,739.43	7.67	0.00
2005	52,131.32	515.89-	515.89-	3,136.76	3,136.76	48,478.67	6.08	0.00
2004	51,678.52	477.26-	477.26-	3,324.95	3,324.95	47,876.31	6.49	0.00
2003	41,836.12	.00	0.00	2,637.76	2,637.76	39,198.36	6.30	0.00
2002	35,550.37	.00	0.00	1,590.29	1,590.29	33,960.08	4.47	0.00
2001	26,587.97	.00	0.00	1,247.11	1,247.11	25,340.86	4.69	0.00
2000	23,068.30	.00	0.00	883.98	883.98	22,184.32	3.83	0.00
1999	18,407.18	.00	0.00	753.98	753.98	17,653.20	4.10	0.00
1998	14,006.59	883.62-	883.62-	848.51	848.51	12,274.46	6.47	0.00
1997	67,713.90	.00	0.00	2,936.89	2,936.89	64,777.01	4.34	0.00
****	21,812,288.66	222,902.76-	222,902.76-	19,033,238.12	19,033,238.12	2,556,147.78		8,058.61-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 09/30/2019

AG ROLLBACK ONLY

PAGE: 13

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 09/30/2019

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	21,549,992-	2,975,752,830	00.649000	19,141,078.13	26,352
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2018	19,278,100.58	137,022.45-	137,022.45-	18,407,684.02	18,407,684.02	733,394.11	96.17	811.90-
2017	712,866.95	19,994.31-	19,994.31-	345,504.70	345,504.70	347,367.94	49.87	1,631.92-
2016	358,494.06	30,742.39	30,742.39	131,090.06	131,090.06	258,146.39	33.68	808.84-
2015	275,174.55	32,065.21	32,065.21	69,287.01	69,287.01	237,952.75	22.55	768.59-
2014	179,810.68	12,839.68	12,839.68	42,026.43	42,026.43	150,623.93	21.81	729.78-
2013	118,012.57	4,219.68	4,219.68	24,406.91	24,406.91	97,825.34	19.97	818.67-
2012	105,775.27	878.06-	878.06-	10,845.22	10,845.22	94,051.99	10.34	671.98-
2011	95,875.49	864.45-	864.45-	9,174.11	9,174.11	85,836.93	9.66	673.23-
2010	92,203.13	821.01-	821.01-	9,101.01	9,101.01	82,281.11	9.96	734.98-
2009	87,272.69	364.69-	364.69-	7,656.77	7,656.77	79,251.23	8.81	364.69-
2008	70,215.03	44.03-	44.03-	6,475.57	6,475.57	63,695.43	9.23	44.03-
2007	62,736.17	550.07-	550.07-	5,052.97	5,052.97	57,133.13	8.13	0.00
2006	58,758.77	554.76-	554.76-	4,464.58	4,464.58	53,739.43	7.67	0.00
2005	52,131.32	515.89-	515.89-	3,136.76	3,136.76	48,478.67	6.08	0.00
2004	51,678.52	477.26-	477.26-	3,324.95	3,324.95	47,876.31	6.49	0.00
2003	41,836.12	.00	0.00	2,637.76	2,637.76	39,198.36	6.30	0.00
2002	35,550.37	.00	0.00	1,590.29	1,590.29	33,960.08	4.47	0.00
2001	26,587.97	.00	0.00	1,247.11	1,247.11	25,340.86	4.69	0.00
2000	23,068.30	.00	0.00	883.98	883.98	22,184.32	3.83	0.00
1999	18,407.18	.00	0.00	753.98	753.98	17,653.20	4.10	0.00
1998	14,006.59	883.62-	883.62-	848.51	848.51	12,274.46	6.47	0.00
1997	67,713.90	.00	0.00	2,936.89	2,936.89	64,777.01	4.34	0.00
****	21,826,276.21	83,103.64-	83,103.64-	19,090,129.59	19,090,129.59	2,653,042.98		8,058.61-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 09/30/2019

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	21,549,992-	2,975,752,830	0.649000	19,135,115.44	26,351
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	19,278,100.58	142,985.14-	142,985.14-	18,407,684.02	18,407,684.02	727,431.42	96.20	811.90-
	ADJUSTMENT REFUNDS	41,959.96-	41,959.96-					
2017	712,866.95	44,856.94-	44,856.94-	337,897.20	337,897.20	330,112.81	50.58	1,631.92-
	ADJUSTMENT REFUNDS	39,475.99-	39,475.99-					
2016	355,416.28	3,955.75-	3,955.75-	118,704.64	118,704.64	232,755.89	33.77	808.84-
	ADJUSTMENT REFUNDS	2,159.57-	2,159.57-					
2015	271,695.60	4,734.96-	4,734.96-	55,928.37	55,928.37	211,032.27	20.95	768.59-
	ADJUSTMENT REFUNDS	1,067.91-	1,067.91-					
2014	176,199.19	19,399.43-	19,399.43-	27,542.23	27,542.23	129,257.53	17.57	729.78-
	ADJUSTMENT REFUNDS	295.93-	295.93-					
2013	114,193.24	1,016.70-	1,016.70-	15,351.20	15,351.20	97,825.34	13.56	818.67-
2012	105,775.27	878.06-	878.06-	10,845.22	10,845.22	94,051.99	10.34	671.98-
2011	95,875.49	864.45-	864.45-	9,174.11	9,174.11	85,836.93	9.66	673.23-
2010	92,203.13	821.01-	821.01-	9,101.01	9,101.01	82,281.11	9.96	734.98-
2009	87,272.69	364.69-	364.69-	7,656.77	7,656.77	79,251.23	8.81	364.69-
2008	70,215.03	44.03-	44.03-	6,475.57	6,475.57	63,695.43	9.23	44.03-
2007	62,736.17	550.07-	550.07-	5,052.97	5,052.97	57,133.13	8.13	0.00
2006	58,758.77	554.76-	554.76-	4,464.58	4,464.58	53,739.43	7.67	0.00
2005	52,131.32	515.89-	515.89-	3,136.76	3,136.76	48,478.67	6.08	0.00
2004	51,678.52	477.26-	477.26-	3,324.95	3,324.95	47,876.31	6.49	0.00
2003	41,836.12	.00	0.00	2,637.76	2,637.76	39,198.36	6.30	0.00
2002	35,550.37	.00	0.00	1,590.29	1,590.29	33,960.08	4.47	0.00
2001	26,587.97	.00	0.00	1,247.11	1,247.11	25,340.86	4.69	0.00
2000	23,068.30	.00	0.00	883.98	883.98	22,184.32	3.83	0.00
1999	18,407.18	.00	0.00	753.98	753.98	17,653.20	4.10	0.00
1998	14,006.59	883.62-	883.62-	848.51	848.51	12,274.46	6.47	0.00
1997	67,713.90	.00	0.00	2,936.89	2,936.89	64,777.01	4.34	0.00
****	21,812,288.66	222,902.76-	222,902.76-	19,033,238.12	19,033,238.12	2,556,147.78		8,058.61-
	ADJUSTMENT REFUNDS	84,959.36-	84,959.36-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 09/30/2019

AG ROLLBACK ONLY

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	5,962.69	5,962.69	0.00	0.00	5,962.69		0.00
ADJUSTMENT REFUNDS		41,959.96-	41,959.96-					
2017	0.00	24,862.63	24,862.63	7,607.50	7,607.50	17,255.13	30.60	0.00
ADJUSTMENT REFUNDS		39,475.99-	39,475.99-					
2016	3,077.78	34,698.14	34,698.14	12,385.42	12,385.42	25,390.50	32.79	0.00
ADJUSTMENT REFUNDS		2,159.57-	2,159.57-					
2015	3,478.95	36,800.17	36,800.17	13,358.64	13,358.64	26,920.48	33.17	0.00
ADJUSTMENT REFUNDS		1,067.91-	1,067.91-					
2014	3,611.49	32,239.11	32,239.11	14,484.20	14,484.20	21,366.40	40.40	0.00
ADJUSTMENT REFUNDS		295.93-	295.93-					
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
ADJUSTMENT REFUNDS		84,959.36-	84,959.36-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2018 TO 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	21,549,992-	2,975,752,830	0.649000	19,141,078.13	26,352
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	19,278,100.58	137,022.45-	137,022.45-	18,407,684.02	18,407,684.02	733,394.11	96.17	811.90-
	ADJUSTMENT REFUNDS	41,959.96-	41,959.96-					
2017	712,866.95	19,994.31-	19,994.31-	345,504.70	345,504.70	347,367.94	49.87	1,631.92-
	ADJUSTMENT REFUNDS	39,475.99-	39,475.99-					
2016	358,494.06	30,742.39	30,742.39	131,090.06	131,090.06	258,146.39	33.68	808.84-
	ADJUSTMENT REFUNDS	2,159.57-	2,159.57-					
2015	275,174.55	32,065.21	32,065.21	69,287.01	69,287.01	237,952.75	22.55	768.59-
	ADJUSTMENT REFUNDS	1,067.91-	1,067.91-					
2014	179,810.68	12,839.68	12,839.68	42,026.43	42,026.43	150,623.93	21.81	729.78-
	ADJUSTMENT REFUNDS	295.93-	295.93-					
2013	118,012.57	4,219.68	4,219.68	24,406.91	24,406.91	97,825.34	19.97	818.67-
2012	105,775.27	878.06-	878.06-	10,845.22	10,845.22	94,051.99	10.34	671.98-
2011	95,875.49	864.45-	864.45-	9,174.11	9,174.11	85,836.93	9.66	673.23-
2010	92,203.13	821.01-	821.01-	9,101.01	9,101.01	82,281.11	9.96	734.98-
2009	87,272.69	364.69-	364.69-	7,656.77	7,656.77	79,251.23	8.81	364.69-
2008	70,215.03	44.03-	44.03-	6,475.57	6,475.57	63,695.43	9.23	44.03-
2007	62,736.17	550.07-	550.07-	5,052.97	5,052.97	57,133.13	8.13	0.00
2006	58,758.77	554.76-	554.76-	4,464.58	4,464.58	53,739.43	7.67	0.00
2005	52,131.32	515.89-	515.89-	3,136.76	3,136.76	48,478.67	6.08	0.00
2004	51,678.52	477.26-	477.26-	3,324.95	3,324.95	47,876.31	6.49	0.00
2003	41,836.12	.00	0.00	2,637.76	2,637.76	39,198.36	6.30	0.00
2002	35,550.37	.00	0.00	1,590.29	1,590.29	33,960.08	4.47	0.00
2001	26,587.97	.00	0.00	1,247.11	1,247.11	25,340.86	4.69	0.00
2000	23,068.30	.00	0.00	883.98	883.98	22,184.32	3.83	0.00
1999	18,407.18	.00	0.00	753.98	753.98	17,653.20	4.10	0.00
1998	14,006.59	883.62-	883.62-	848.51	848.51	12,274.46	6.47	0.00
1997	67,713.90	.00	0.00	2,936.89	2,936.89	64,777.01	4.34	0.00
****	21,826,276.21	83,103.64-	83,103.64-	19,090,129.59	19,090,129.59	2,653,042.98		8,058.61-
	ADJUSTMENT REFUNDS	84,959.36-	84,959.36-					

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TC298-X4 SELECTION: DEPOSIT

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
JURISDICTION SUMMARY

PAGE: 2
INCLUDES AG ROLLBACK

FROM: 09/01/2019 THRU 09/30/2019

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0023 CITY OF ELSA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0023 CITY OF ELSA			69.65	31.66	39.20	17.95	0.00	2.49	106.36
BY COUNTY 108			69.65	31.66	39.20	17.95	0.00	2.49	106.36
TOTAL FOR 0023 CITY OF ELSA			69.65	31.66	39.20	17.95	0.00	2.49	106.36
BY COUNTY 108			69.65	31.66	39.20	17.95	0.00	2.49	106.36
CURR FOR 0024 CITY OF EDCOUCH			64.04	5.82	12.81	1.16	0.00	0.35	76.50
BY COUNTY 108			64.04	5.82	12.81	1.16	0.00	0.35	76.50
DELQ FOR 0024 CITY OF EDCOUCH			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0024 CITY OF EDCOUCH			64.04	5.82	12.81	1.16	0.00	0.35	76.50
BY COUNTY 108			64.04	5.82	12.81	1.16	0.00	0.35	76.50
CURR FOR 0027 CITY OF PALMVIEW			189.18	23.94	37.83	4.78	0.00	1.44	225.57
BY COUNTY 108			189.18	23.94	37.83	4.78	0.00	1.44	225.57
DELQ FOR 0027 CITY OF PALMVIEW			76.18	7.42	60.68	5.67	0.00	0.66	136.20
BY COUNTY 108			76.18	7.42	60.68	5.67	0.00	0.66	136.20
TOTAL FOR 0027 CITY OF PALMVIEW			265.36	31.36	98.51	10.45	0.00	2.10	361.77
BY COUNTY 108			265.36	31.36	98.51	10.45	0.00	2.10	361.77
CURR FOR 0029 CITY OF HIDALGO			996.46	169.17	199.30	33.83	0.00	10.15	1,185.61
BY COUNTY 108			996.46	169.17	199.30	33.83	0.00	10.15	1,185.61
DELQ FOR 0029 CITY OF HIDALGO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0029 CITY OF HIDALGO			996.46	169.17	199.30	33.83	0.00	10.15	1,185.61
BY COUNTY 108			996.46	169.17	199.30	33.83	0.00	10.15	1,185.61
CURR FOR 0032 CITY OF MISSION			319.19	60.58	63.69	11.99	0.00	3.63	379.25
BY COUNTY 108			319.19	60.58	63.69	11.99	0.00	3.63	379.25
DELQ FOR 0032 CITY OF MISSION			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0032 CITY OF MISSION			319.19	60.58	63.69	11.99	0.00	3.63	379.25
BY COUNTY 108			319.19	60.58	63.69	11.99	0.00	3.63	379.25
CURR FOR 0033 CITY OF PHARR			543.80	126.78	108.75	25.36	0.00	7.58	644.97
BY COUNTY 108			543.80	126.78	108.75	25.36	0.00	7.58	644.97
DELQ FOR 0033 CITY OF PHARR			284.05	58.08	108.72	20.32	0.00	3.91	388.86
BY COUNTY 108			284.05	58.08	108.72	20.32	0.00	3.91	388.86
TOTAL FOR 0033 CITY OF PHARR			827.85	184.86	217.47	45.68	0.00	11.49	1,033.83
BY COUNTY 108			827.85	184.86	217.47	45.68	0.00	11.49	1,033.83
CURR FOR 0034 CITY OF PENITAS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0034 CITY OF PENITAS			133.32	12.27	82.28	7.57	0.00	0.99	214.61
BY COUNTY 108			133.32	12.27	82.28	7.57	0.00	0.99	214.61
TOTAL FOR 0034 CITY OF PENITAS			133.32	12.27	82.28	7.57	0.00	0.99	214.61
BY COUNTY 108			133.32	12.27	82.28	7.57	0.00	0.99	214.61



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: October 10, 2019

MEETING DATE: October 21, 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 - 10/10/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 18, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for October 7, 2019 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 10/18/2019
Final Approval - 10/18/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 7, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 7, 2019 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Pro Tem Roberto "Bobby" Carrillo
Comm. Ramiro Caballero

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 Saavedra, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Court Judge
Carlos Arispe, Dep. Fire Chief/Fire Marshal
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Rick Pedraza, Public Works Director
Jose Villescascas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Fred Brouwen, Asst. Bridge Director
Veronica Gutierrez, Purchasing
Daniel Ramirez, Communications Director
Victor Perez, PEDC Director

CITY ATTORNEY John Rigney, Attorney

ITEM 1. CALL TO ORDER

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

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Mayor Hernandez called the meeting to order at 4:01 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING RED RIBBON WEEK

Mayor Hernandez read proclamation proclaiming October 23 – 31, 2019 as Red Ribbon Week and presented proclamation to Officer Garcia with the City of Alamo Police Department.

ITEM 3. PUBLIC TESTIMONY

Lorena Singh, resident of Pharr, spoke about agenda item 7-A and requested clarification on what changes were being made to Ordinance No. O-2019-30.

Lorena Singh, resident of Pharr, spoke about agenda item 10-C stating she was interested in how much city funding would be allotted for the project and what the project was for.

ITEM 4. PUBLIC HEARINGS

A) 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.

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At this time, Comm. Medina stated Moore Road was completed in a timely manner and commended Public Works staff for doing a great job.

Mayor Hernandez called upon Rick Pedraza, Public Works Director. Mr. Pedraza reported the issues on Moore Road were addressed and explained the repairs done to the ditch met Texas Department of Transportation standards. He further stated they would be creating a team to maintain all drainage and ditches within the city.

Mayor Hernandez suggested that Public Works and Engineering notify the public on the areas being worked-on to include a time span, description of the project, and associated costs.

B) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported the grand opening and ribbon cutting for the Pharr Public Safety Communication Building would take place on Tuesday, October 8, 2019 at 11:00 a.m. and extended an invitation to everyone to attend.

Alex Meade, City Manager, reported the Pharr International Bridge would be celebrating the beginning of the Produce Season on Thursday, October 10, 2019 at 10:00 a.m. He also reported the City of Pharr would be hosting the Triathlon Tri-Fit on Sunday, October 13, 2019 at 7:00 a.m. at the Pharr Aquatic Center.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR SEPTEMBER 19, 2019 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION RATIFYING RESOLUTION NO. R-2019-48 REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION RATIFYING RESOLUTION NO. R-2019-49 REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD (ADMINISTRATION)**
- D) CONSIDERATION AND ACTION ON HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF PHARR AND PHARR SAN JUAN ALAMO ISD FOR FIREWORKS DISPLAY FOR THE CITY OF PHARR SALUTE TO VETERANS IN THE EMPTY FIELDS OF LIBERTY MIDDLE SCHOOL ON SATURDAY NOVEMBER 9, 2019 (EVENTS CENTER)**

- E) CONSIDERATION AND ACTION ON AGREEMENT BETWEEN PHARR POLICE DEPARTMENT AND RING, LLC FOR LAW ENFORCEMENT NEIGHBORS PROGRAM (POLICE)**
- F) CONSIDERATION AND ACTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO APPLY FOR THE 2019-2020 TXDOT STEP IMPAIRED DRIVING MOBILIZATION GRANT # 2020-PHARRPD-IDM-00003 (POLICE)**
- G) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
- 1. O & C BAR B QUE, LLC, D/B/A BAR B CUTIE SMOKEHOUSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2B, PHARR COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1933 WEST INTERSTATE 2. CUP#160633**
 - 2. MACUMBA PARADISE, LLC, D/B/A LA CABAÑA SINALOENSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.102 ACRES, MORE OR LESS, OUT OF LOT 97, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1209 EAST NOLANA LOOP. CUP#160736**
 - 3. TROPICAL ISLAND REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT B-1, NORTHPOINT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1911 NORTH VETERANS BOULEVARD. CUP#180858**
 - 4. TROPICAL ISLAND #2 REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 2-B, JACKSON RIDGE COURT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1801 WEST RIDGE ROAD. CUP#180857**
 - 5. CESAR ALEJANDRO VILLARREAL REQUESTED A CHANGE OF ZONE FROM NEIGHBORHOOD-COMMERCIAL DISTRICT (N-C) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, LOS RANCHITOS SUBDIVISION NO.#2, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 7408 SOUTH NARANJA LANE. COZ#190856**

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

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

Ordinance No. O-2019-41 and Resolution No's. R-2019-48 and R-2019-49 are 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 4:14 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 4:48 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2019-30 PERTAINING TO PUBLIC TESTIMONY (1ST READING) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and briefly explained the proposed ordinance would set a deadline of one hour before the meetings to register for public testimony.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O- 2017-35 ADDING AN ADVERSE INCIDENT PAY POLICY TO THE PERSONNEL POLICY MANUAL (2ND READING) (HR)

Alex Meade, City Manager, introduced the item. He briefly stated the policy was created to establish a special compensation provision for the impact period of an adverse Incident at a time and a half and recommended approval.

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

C) 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. (2ND READING) (DEVELOPMENT SERVICES)

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

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

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2018-37 (RENTAL OF CITY FACILITIES) (3RD AND FINAL READING) (PARKS)

Alex Meade, City Manager, introduced the item.

Comm. Medina voiced his concern on the two types of rental rates for commercial and non-commercial. He asked staff if there was a way of having only one rate to avoid any confusion.

Sergio Alanis, Parks and Recreation Director, stated historically there had been three types of rates but staff was recommending two. However, this could be changed to one flat rate if the commission would like that change.

Mayor Hernandez asked Mr. Alanis how he had come-up with the fair market values for the venues and rental rates. Mr. Alanis stated there was a comparison done amongst other cities, their venues, and their rates.

There being no further discussion, Comm. Guajardo moved to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2019-42 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION IN SUPPORT OF PROPOSITION 8 (ADMINISTRATION)

Alex Meade, City Manager, introduced the item. He stated Proposition 8 would allow for the creation of a flood infrastructure fund that would authorize \$793 million in flood-control project in the state of Texas. He mentioned the proposition was a constitutional amendment to House Joint Resolution 4 and it would be on the ballot for the November 5, 2019 Election. Mr. Meade further stated this fund would be administered by the Texas Water Development Board and recommended approval.

Mayor Hernandez briefly explained the state would be receiving the funds from a rainy-day fund and clarified this would not impose a new tax. He further stated the actual wording on how it would be utilized or whether it would be loans or grants has not been written yet.

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

Resolution No. R-2019-50 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING TWO (2) REGULAR MEMBERS AND TWO (2) ALTERNATE MEMBERS TO THE PLANNING AND ZONING COMMISSION (DEVELOPMENT SERVICES)

Alex Meade, City Manager, introduced the item and recommended reappointment of current members.

Comm. Medina **moved** to reappoint Danny Wylie and Luis Madrigal as Regular Members and Porfirio Rodriguez and Ray Sanchez as Alternate Members to the Planning and Zoning Commission. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-51 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE #1 (ADMINISTRATION)

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Alex Meade, City Manager, introduced the item. He stated a vacancy has occurred as a result of Mario Bracamontes no longer being a member of the governing body and the terms of Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo and Comm. Ricardo Medina had expired. He further recommended appointment/reappointment of members.

Comm. Guajardo **moved** to appoint Comm. Chavez and reappoint Mayor Hernandez, Comm. Eleazar Guajardo, and Comm. Ricardo Medina to the Tax Increment Reinvestment Zone Number One. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-52 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE #2 (ADMINISTRATION)

Alex Meade, City Manager, introduced the item. He stated a vacancy has occurred as a result of Mario Bracamontes no longer being a member of the governing body and the terms of Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo and Comm. Ricardo Medina had expired. He further recommended appointment/reappointment of members.

Comm. Guajardo **moved** to appoint Comm. Chavez and reappoint Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, and Comm. Ricardo Medina to the Tax Increment Reinvestment Zone Number Two. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-53 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING ONE (1) MEMBER TO THE CIVIL SERVICE COMMISSION (HR)

Alex Meade, City Manager, introduced the item and recommended reappointment of Vittorio Puente.

Comm. Medina **moved** to reappoint Vittorio Puente to the Civil Service Commission. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-54 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON PETITION RECEIVED BY THE CITY OF PHARR TO CONTRACT THE CITY OF PHARR'S ELECTION WITH HIDALGO COUNTY ELECTIONS DEPARTMENT (LEGAL)

Alex Meade, City Manager, introduced the item. He briefly explained the City received a petition requesting to contract services with the County Elections Administrator to conduct a uniform/general election to be held in 2020. He stated the election code requires a petition signed by at least one percent of the total votes cast in the most recent municipal election. The most recent election held was May 4, 2019 and the total number of votes cast was 2,787. One percent would equal to twenty-seven 27 and the petition included 53 signatures. He further stated this qualified and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE LAS MILPAS ROAD LEFT TURN LANES CONSTRUCTION PROJECT AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$27,541.10 (PROJECT #1819-39-510-C009-516) (ENGINEERING)

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

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

Mayor Hernandez asked for clarification on the work done at Las Milpas Road. Omar Anzaldúa, City Engineer, explained some repaving and widening of the road was done by adding a left lane turn at the intersection of Cage Blvd. and Las Milpas Road. He stated the City was considering widening the road to a four or five lane road and work was projected for year 2026 but perhaps moving it to a sooner year with MPO funding.

C) CONSIDERATION AND ACTION, IF ANY, AMENDING DESIGN-BUILD DOWNTOWN GATEWAY AND LIGHTING IMPROVEMENTS PROJECT CONTRACT WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FOR THE INSTALLATION OF VARIOUS CITY HALL AND GATEWAY MONUMENT SIGN LIGHTING AND CONTROLS SYSTEMS (PROJECT NO.1819-39-510-S026-001) (ENGINEERING)

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Alex Meade, City Manager, introduced the item and recommended the item be tabled.

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

ITEM 9. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE VARIOUS LIGHTING COMPONENTS FOR THE LIGHTING OF CITY HALL AND THE DOWNTOWN GATEWAY MONUMENT PROJECT, THROUGH A TIPS COOPERATIVE CONTRACT (PROJECT NO. 1819-01-528-P024-001) (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item and recommended the item be tabled.

Comm. Guajardo **moved** to table item. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

ITEM 10. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE PHARR POLICE DEPARTMENT AND SOUTH TEXAS AUTO THEFT TASK FORCE FOR MUTUAL AID (BURGLARY AND THEFT OF MOTOR VEHICLE) LAW ENFORCEMENT TASK FORCE (POLICE)**

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

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

- B) CONSIDERATION AND ACTION, IF ANY, RATIFYING FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR-SAN JUAN-ALAMO SCHOOL DISTRICT FOR THE NATATORIUM (ADMINISTRATION)**

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR A \$5,000,000 GRANT FOR THE DEVELOPMENT OF A MULTI-SPECIALTY FACILITY IN THE CITY OF PHARR (ADMINISTRATION)

Alex Meade, City Manager, introduced the item. He explained the 2020-2021 General Appropriations Act, enacted by the 86th Texas Legislature, included Rider 37 within the appropriations to Texas Parks and Wildlife Department. He stated the appropriations were from General Revenue of \$5,000,000 for the purpose of making a grant to the City of Pharr and stated these funds would be used for the development of a Northside Research, Innovation, Wellness Center, and Multi-Specialty facility. He added all funds would be used towards this project and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON SOLICITING A SCOPE AND FEE PROPOSAL FROM AN ENGINEERING FIRM ON THE APPROVED ENGINEERING SERVICE POOL LIST AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL TRAFFIC ENGINEERING CONSULTING SERVICES REGARDING THE I-2/I-69 INTERCHANGE PROJECT (PROJECT #1920-01-528-S001-001) (ENGINEERING)

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

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

E) CONSIDERATION AND ACTION, IF ANY, ON SOLICITING A SCOPE AND FEE PROPOSAL FROM THE APPROVED LIST OF WATER/WASTEWATER ENGINEERING SERVICE POOL AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF A NEW RAW WATER RESERVOIR PROJECT (PROJECT #1920-01-528-S002-001) (ENGINEERING)

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

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

- F) CONSIDERATION AND ACTION, IF ANY, ON SOLICITING A SCOPE AND FEE PROPOSAL FROM THE APPROVED ENGINEERING SERVICE POOL LIST AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE SOUTH REGION INTERCEPTOR PROJECT (PROJECT #1920-01-528-S003-001) (ENGINEERING)**

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

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

- G) CONSIDERATION AND ACTION, IF ANY, ON SOLICITING A SCOPE AND FEE PROPOSAL FROM AND ENGINEERING FIRM ON THE APPROVED LIST OF ENGINEERING SERVICE POOL AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF A NORTH/SOUTH ROADWAY (NORTH CANNA ST). CONNECTING FM 495 TO WEST BOUND IH-2 FRONTAGE RD. (PROJECT #1920-01-528-S004-001) (ENGINEERING)**

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

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

- H) CONSIDERATION AND ACTION, IF ANY, ON SOLICITING A SCOPE AND FEE PROPOSAL FROM AN ENGINEERING FIRM ON THE APPROVED ENGINEERING SERVICE POOL LIST AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF A NORTH/SOUTH ROADWAY (NORTH FIR ST). CONNECTING FM 495 TO WEST BOUND IH-2 FRONTAGE RD. (PROJECT #1920-01-528-S005-001) (ENGINEERING)**

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

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

- I) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE (PROJECT #1819-60-582-SP005-011) (PUBLIC UTILITIES)**

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

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

- J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF POLYMER (PROJECT #1819-60-584-SP004-011) (PUBLIC UTILITIES)**

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

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

- K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD ALVARADO ARCHITECTS DESIGN SERVICES AND CONSTRUCTION MANAGEMENT FOR THE GOLF COURSE RENOVATION PROJECT (PARKS)**

Alex Meade, City Manager, introduced the item and recommended the item be tabled.

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

- L) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT FOR EVENT PLANNING SERVICES FOR THE CITY OF PHARR CHRISTMAS POSADA (ADMINISTRATION)**

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

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

- M) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACTS FOR CITY EVENTS AND FESTIVALS (ADMINISTRATION)**

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Alex Meade, City Manager, introduced the item and stated this was for upcoming city events throughout the year.

Comm. Medina **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. Medina **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:05 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 7th DAY OF OCTOBER 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Teas, 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: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action on request from Rick Quick Stop to close the 400 block of West State Avenue on Saturday, November 23, 2019 from 3:00 p.m. to 6:00 p.m. for their Annual Customer Appreciation Day.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Enrique Casas d/b/a Rick Quick Stop is requesting the closure of 400 block of West State Avenue from 3:00 pm to 6:00 pm on Saturday, November 23, 2019 for their 18th Annual Customer Appreciation Day.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Jose Luengo
Ricardo Pedraza
City Management Office

Created/Initiated - 10/16/2019
Approved - 10/17/2019
Approved - 10/17/2019
Final Approval - 10/18/2019



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: 11-17-2018
Type of Event: ☐ Parade ☐ Walk-A-Thon ☒ Other! CUSTOMER APPRECIATION
NAME OF CONTACT PERSON: ENRIQUE RICK CASAS
ORGANIZATION (IF APPLICABLE): NA
ADDRESS: 402 WEST STATE AVE. CITY: PHARR ZIP CODE: 78577
PHONE NO.: 956 781 3558 CELLULAR PHONE: 956-781-533-9632
FAX NO.: _____ E-MAIL: rick.quickstop@sbcglobal.net

PURPOSE AND DESCRIPTION OF EVENT:

it will be our 17yr of our CUSTOMER APPRECIATION DAY

START TIME: 3:00 pm END TIME: 6:00 pm
ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: Rick Quick stop

Ending Location: in same spot

Will event occupy all or only a portion of the width of the street? All

Is the event insured? ☒ Yes ☐ No
If yes, Insurance Company Information JOE Campos Ins. Contact #: 956-638-9214

Applicant Signature: [Signature]

FOR CITY USE ONLY:

Date Received: _____

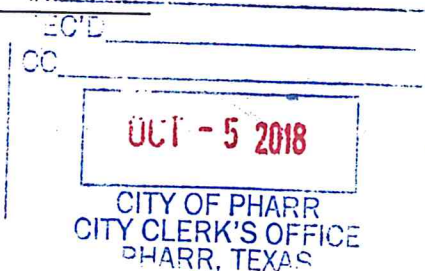
City Commission: _____

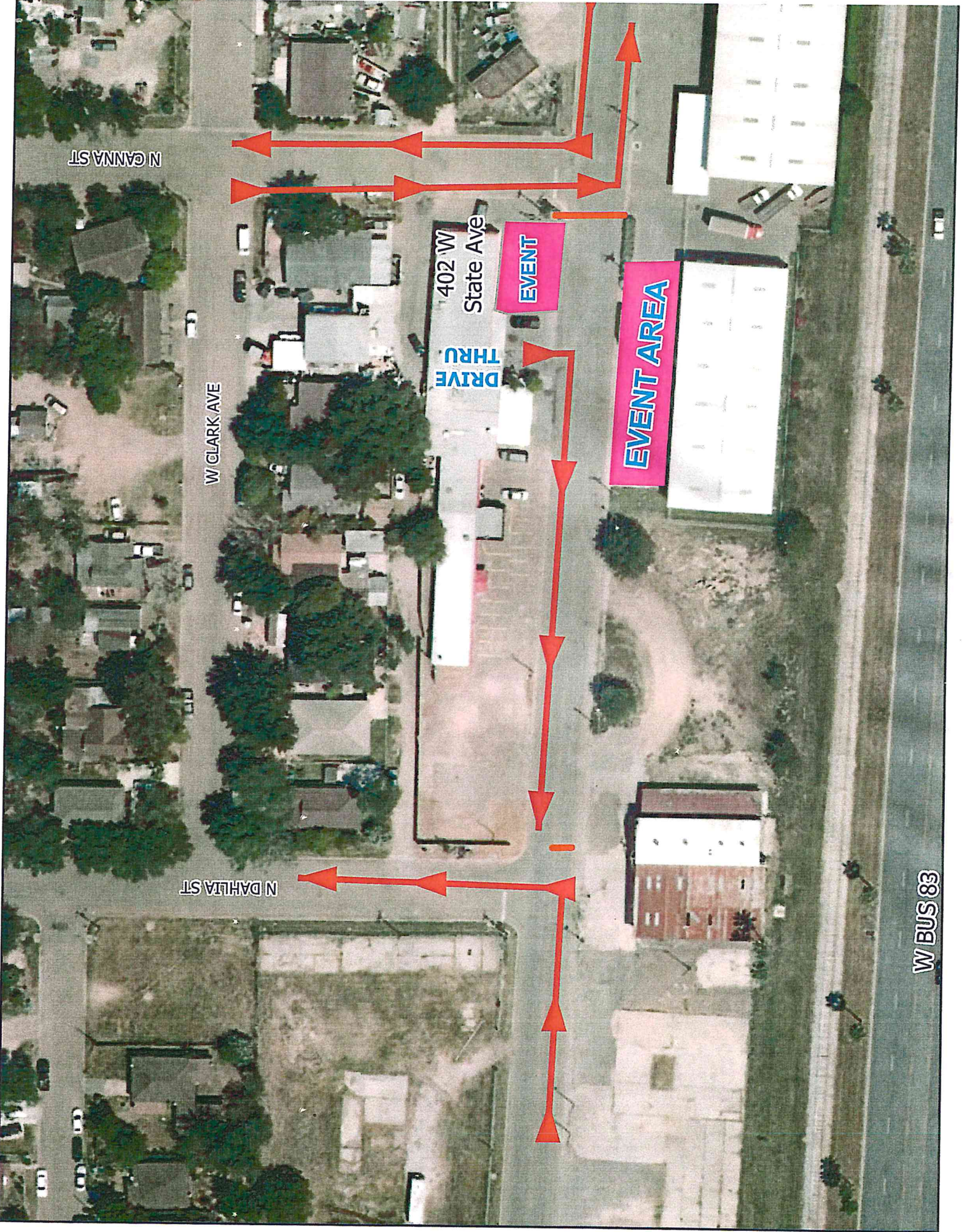
APPROVED _____

DENIED _____

City Manager's signature _____

Date _____





N GANNA ST

W CLARK AVE

402 W
State Ave

DRIVE
THRU

N DAHLIA ST

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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 8, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2019-30 pertaining to public testimony. *(2nd Reading)*

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 10/8/2019
Approved - 10/10/2019
Final Approval - 10/16/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2019-30 OF THE CITY OF PHARR, TEXAS; TO INCLUDE PROCEDURES FOR PUBLIC TESTIMONY; DECORUM AND ORDER OF PERSONS PRESENT; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the 2019 Texas Legislature passed H.B. 2840, right to speak at open meetings, allowing members of the public to address the governing body regarding an item on an agenda; and

WHEREAS, the City hereby acts to immediately pass an ordinance enacting the right of a member of the public to address the governing body of the City at an open meeting regarding an agenda item either before or during the body's consideration of an item; and

WHEREAS, H.B. 2840 allows a governmental body to adopt reasonable rules regarding the public's right to address the body, including rules that limit the total amount of time that a member of the public may address the body on a given item; and

WHEREAS, the City of Pharr hereby adopts reasonable rules to ensure the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues.

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

SECTION 1: DEFINITIONS; PUBLIC TESTIMONY

- a) ***"Governmental or Governing body"*** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as described by Section 551.001 (3)(B)-(L) of the Texas Local Government Code, which includes the Pharr Board of Commissioners (a municipal governing body in the state) and, a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a municipality.
- b) ***Public Testimony; Sign-in Requirement; Time Limit.*** This Section does not apply to advisory boards of the city. 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. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.

- c) If an agenda item is tabled during a meeting, a member of the public who has previously spoken regarding this item may not register to speak again on the tabled item at any subsequent meetings.

SECTION 2: PROCEDURES.

- (a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no properly registered person shall be denied an opportunity to address the governing body on an agenda item on the day for which the item is scheduled because of a variance to the order of procedure. So long as the registered speaker arrived before closing the public testimony period.
- (b) No person shall address the governing body without first being recognized by the mayor or presiding officer.
- (c) No person, either individually or in a representative capacity, shall address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section and if properly registered as prescribed in Section 1 above.
- (d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.
- (e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.
- (f) Each person addressing the governing body shall give their name and address in an audible tone of voice for the record, state the subject they

wish to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either directly or through a member of the governing body, without the permission of the presiding officer. No question may be asked a member of the governing body, or a member of the city staff, without the permission of the presiding officer.

- (g) In order to expedite matters and to avoid repetitious presentations, whenever any identifiable group of persons wishes to address the governing body on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the governing body and, in case additional matters are to be presented by any other member of such group, to limit the number of such persons addressing the board.
- (h) After a motion has been made or public testimony has been closed, no member of the public shall address the governing body on the matter under consideration without first securing permission to do so by the presiding officer.
- (i) Any person, business, corporation, or other entity that desires to solicit services to the city shall not use a public hearing agenda item for discussion or consideration of such services. The governing body will consider solicitations only if placed on the agenda and, if applicable, after such legal requirements have been satisfied for the purchasing and contracting of such services.

SECTION 3: ORDER AND DECORUM.

- (a) ***Board members.*** While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
- (b) ***Employees.*** Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.
- (c) ***Persons addressing the board.*** Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that constitutes defamation, true threats, fighting words, obscenities, defamation (including libel and slander), blackmail, solicitation to commit crimes, or that may impede, incite, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding,

shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body. Only persons authorized to address the governing body may use exhibits, displays, and other visual aids as they may relate to the subject of the presentation.

- (d) ***Members of the audience; Search.*** All persons in close proximity to members of the governing body and official meeting areas shall be subject to a search of purses, bags, backpacks, and other items used for carrying personal possessions. It shall be unlawful for any person to engage in disorderly conduct such as: hand clapping, stomping of feet, whistling, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. Use of placards, banners, signs, exhibits, displays, clothing, and other visual aids or devices that display sentiments that may be threatening, abusive, profane, or result in any disorderly conduct are not permitted in the governing body's meeting area during meeting times. No conversation among persons in the audience shall take place that may disturb the order of business. All mobile and other communication devices including telephones shall be on silent or a non-audible mode. Hand clapping may be allowed as an exception to this provision in instances allowed by the presiding officer such as celebratory or positive acknowledgment.
- (e) ***The Presiding Officer*** shall reserve the right to impose reasonable rules and modify rules regarding the public's participation, including procedures, order, and decorum.

SECTION 4. DISTURBANCE ABATEMENT.

- (a) ***Warning.*** All persons at the meetings of the governing body shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, such officer may order him/her to remove himself/herself from the meeting. If he/she does not remove himself/herself, the presiding officer may order that the city manager or a law enforcement officer have the person removed.
- (b) ***Removal.*** The chief of police, or such member of the police department as the presiding officer may designate, shall be sergeant-at-arms of the board of commissioner's meetings. The chief shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who disturbs the proceedings of the governing body.
- (c) ***Necessitating removal.*** It shall be unlawful for any person at a meeting of

the governing body to resist removal by the sergeant-at-arms.

- (d) ***Motions to enforce.*** Any member of the governing body may move to require the presiding officer to enforce the terms of this section, and the affirmative vote of a majority of the governing body shall require him to do so.
- (e) ***Adjournment.*** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned, and the remaining business considered at the next regular meeting.

SECTION 5: USE OF CAMERAS AND RECORDERS.

Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in a reasonable manner in the public section of the commission chamber but only in the areas designated by the City.

SECTION 6: PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.

The rules and procedures set out herein shall be applicable to the city's elected body and to a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of the municipality.

SECTION 7: NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.

All or part of the provisions of this ordinance may be placed in an area to be viewed by the public at or near the meeting site.

SECTION 8: ENFORCEMENT; PUNISHMENT; PENALTIES.

(a) Should any person or business violate the prohibitions contained herein, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action, and any and all other relief as may be necessary.

(b) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

(c) A liable party shall be subject to a civil penalty up to \$200 per violation, in addition to court costs, and other fees allowed by law.

SECTION 9: SAVINGS CLAUSE. Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 10: SEVERABILITY CLAUSE. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 11: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 12: EFFECTIVE DATE; PUBLICATION.

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

PASSED AND APPROVED ON 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 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 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

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: October 8, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2017-35 adding an Adverse Incident Pay Policy to the Personnel Policy Manual. **(3rd and Final Reading)**

Classification: Consent

(* 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:

Hilda Pedraza

Created/Initiated - 10/8/2019

Anali Alanis

Approved - 10/17/2019

Patricia Rigney

Approved - 10/17/2019

Karla Moya

Approved - 10/17/2019

City Management Office

Final Approval - 10/18/2019

EXHIBIT A

ADVERSE INCIDENT PAY POLICY

(Approved 10/21/2019)

CHAPTER 19 A. ADVERSE INCIDENT PAY POLICY

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.

Adverse Incident Pay Policy

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.

ORDINANCE NO. O -2019-_____

**AN ORDINANCE AMENDING ORDINANCE NO. O-2017-35 ADDING CHAPTER 19A-
ADVERSE INCIDENT PAY POLICY TO THE EXISTING PERSONNEL POLICY**

WHEREAS, the majority of the services rendered by the City of Pharr to its citizens and residents are provided by a broad range of employees and other personnel hired by the City of Pharr; and

WHEREAS, the hiring, orientation, training, discipline, and evaluation of the City's workforce is guided by an existing Personnel Policy & Procedures Manual, as amended; and

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, 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 as Chapter 19 A. Adverse Incident Pay Policy in the Personnel Policy Manual.

SECTION 2. SEVERABILITY CLAUSE

If any part of this Ordinance is found to be invalid or unconstitutional by a court having competent jurisdiction, then that invalidity or unconstitutionality shall not affect the remaining parts, and those remaining parts shall continue to be in full force and effect,

and to that extent this ordinance is considered severable.

SECTION 3. 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 4. PROPER NOTICE AND MEETING

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

SECTION 5. CUMULATIVE

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

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 8, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

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. *(3rd and Final Reading)*

Classification: Consent

(* 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:

Hilda Pedraza

Created/Initiated - 10/8/2019

Melanie Cano

Approved - 10/15/2019

Patricia Rigney

Approved - 10/15/2019

City Management Office

Final Approval - 10/16/2019

ORDINANCE NO. 2019-

AN ORDINANCE REPEALING O-2011-27 AND O-2011-52, 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 #: 6.F.

DATE SUBMITTED: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.1.

DATE SUBMITTED: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 15.347 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1900 Block of West Interstate Highway 2. **CUP#170846**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

CUP#170846

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 10/16/2019
Approved - 10/16/2019
Approved - 10/16/2019
Final Approval - 10/16/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 21, 2019

Conditional Use Permit for **Renewal** for ABC –

Topgolf USA Pharr, LLC

Background:

Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Topgolf USA Pharr, LLC.

The property is located at 1900 Block of West Interstate Highway 2. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Topgolf USA Pharr LLC_2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, OCTOBER 21, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ED WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#170846 (TOPGOLF USA PHARR, LLC)
--

GENERAL INFORMATION:

APPLICANT: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 15.347 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1900 Block of West Interstate Highway 2.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, east and southwest portion of the property and City of Pharr limits lie to the northwest portion of the property. This area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.2.

DATE SUBMITTED: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Stefano's Pizza Express has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. **CUP#190536**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Stefano's Pizza Express has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#190536**

Financial Consideration:

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

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives:

ROUTING:

Iris Mata

Created/Initiated - 10/16/2019

Roland Gomez

Approved - 10/16/2019

Melanie Cano

Approved - 10/16/2019

City Management Office

Final Approval - 10/16/2019



MEMORANDUM

DATE: MONDAY, OCTOBER 21, 2019
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#190536 (STEFANO'S PIZZA EXPRESS)
--

GENERAL INFORMATION:

APPLICANT: Stefano's Pizza Express has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-3.

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

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

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit

**CODE COMPLIANCE
DIVISION:
HEALTH DIVISION:**

Recommends approval of the Conditional Use Permit.
Recommends approval of the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

**HOURS OF
OPERATION:**

Hours of operation will be from Monday-Sunday from 11:00 am to 10:00 pm.

**NOTIFICATION
OF PUBLIC:**

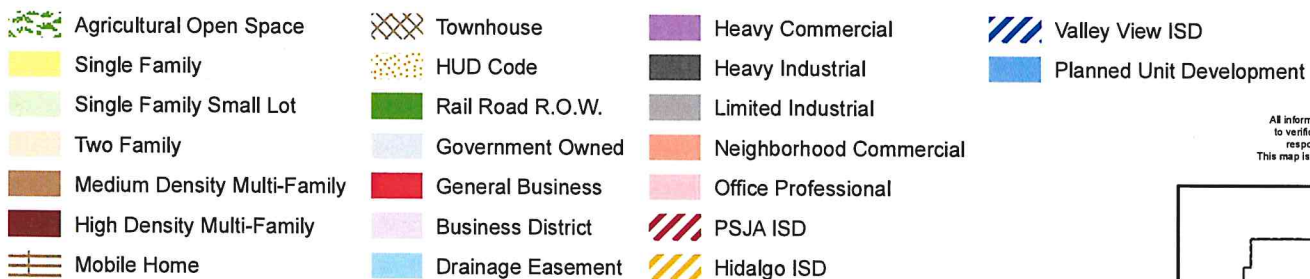
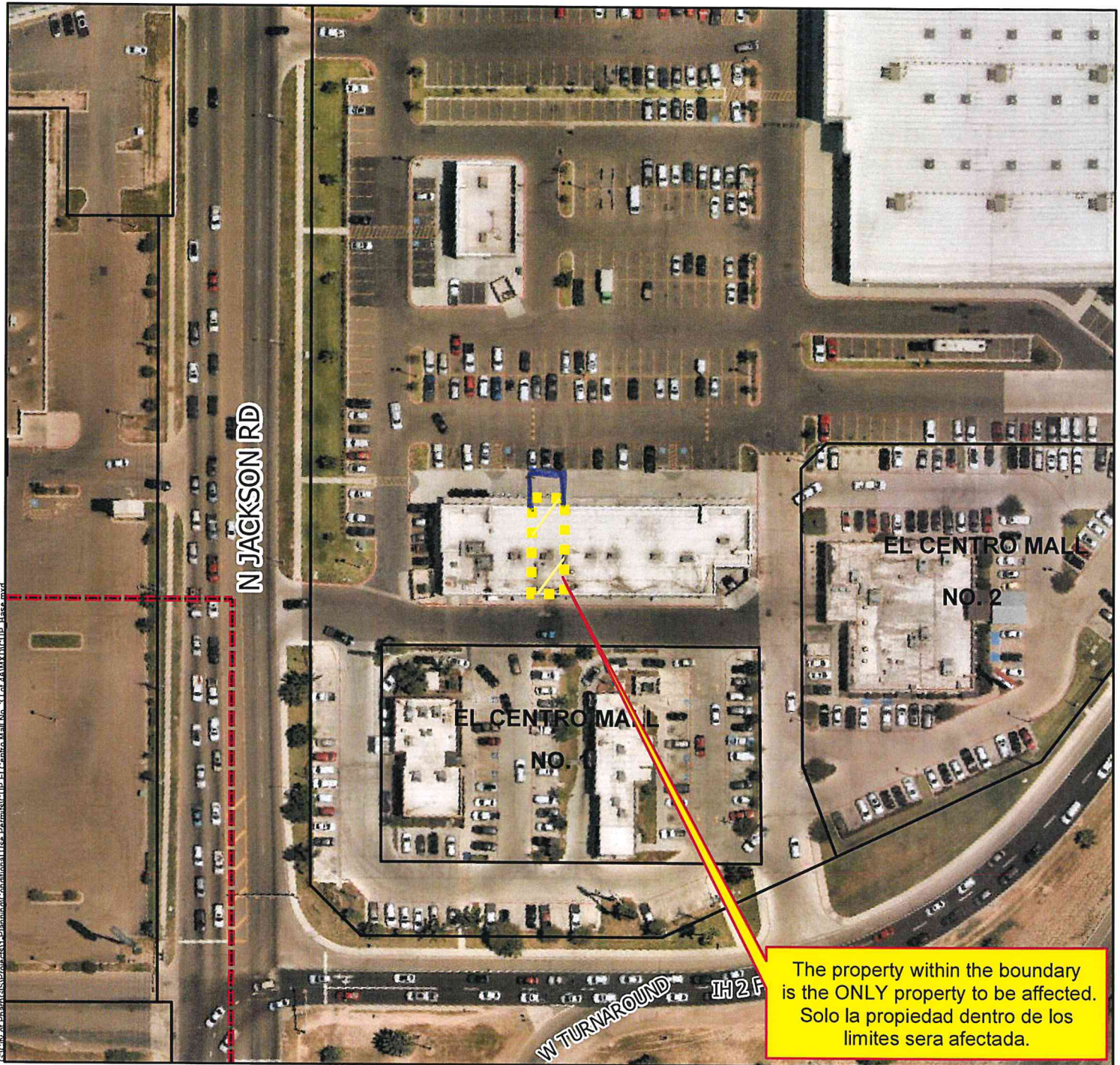
Three (3) surrounding property owner was notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

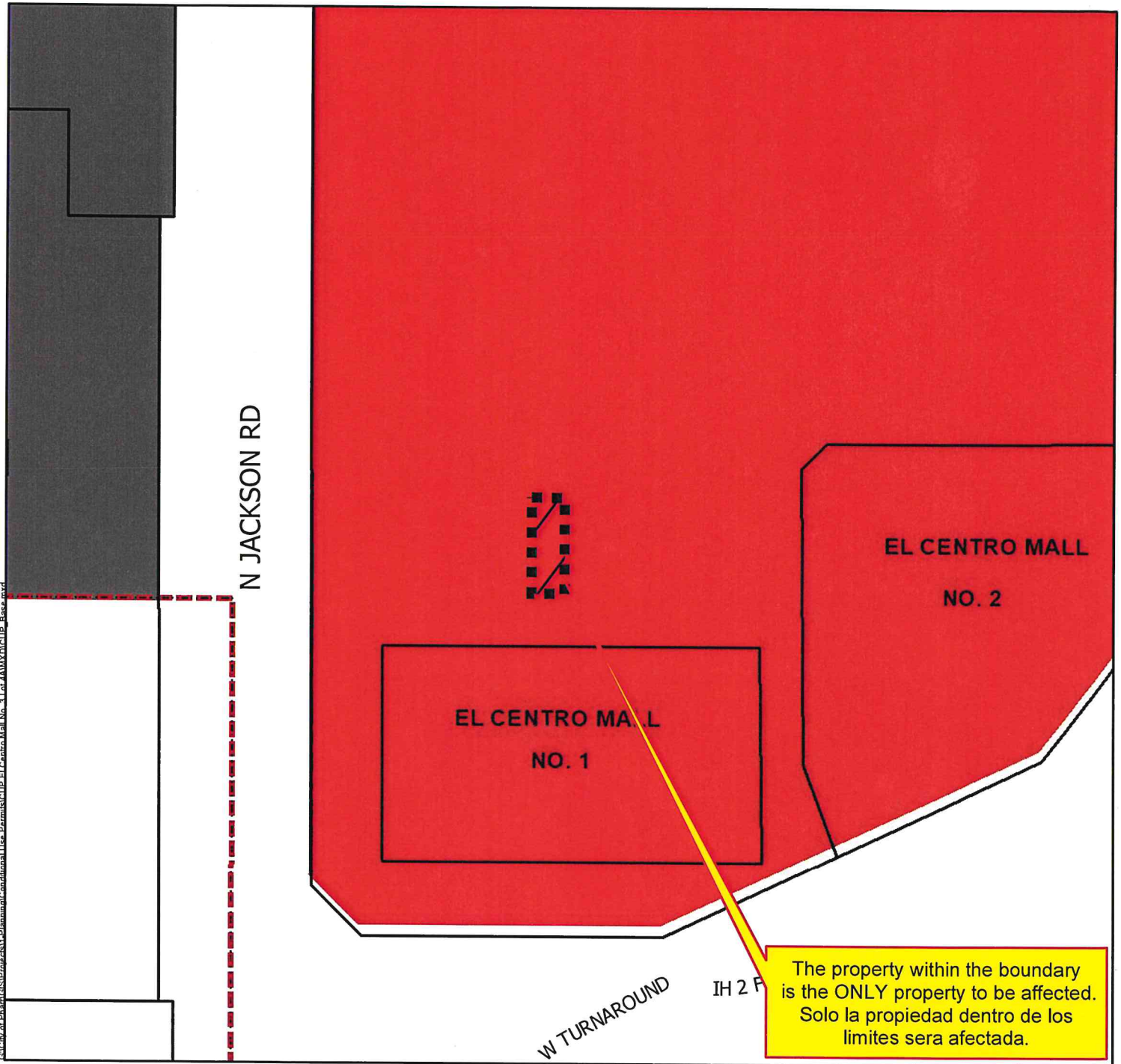
**PLANNING & ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.



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





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



Cuts

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PIZZA EXPRESS



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↙



SCALE 1/4" = 1'-0"

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Appetizers & Wings

Cheese Bread \$7⁹⁹ 🍷

Served with marinara sauce

Mozzarella Sticks \$7⁹⁹

Fried mozzarella sticks served with marinara sauce

Calamari \$10⁹⁹

Served with spicy marinara

Bruschetta \$7⁹⁹ 🍷

Chopped tomatoes, fresh basil and garlic in a balsamic vinegar reduction served on top of toast points

Spinach Artichoke Dip \$9⁹⁹ 🍷

Spinach artichoke dip surrounded by our awesome garlic knots then baked all together to create the perfect dip

Garlic Knots \$1⁹⁹ (6 per order)

Homemade fresh dough and baked to perfection.

Chicken Wings

(5) \$4⁹⁹ (10) \$7⁹⁹ (20) \$14⁹⁹ (40) \$27⁹⁹

BBQ • Hot • Garlic Parmesan • Lemon Pepper

Lemon Hot • Teriyaki • Sweet & Sour

(no splits on the wing sauce)

Soups & Salads

Add grilled chicken to any salad for \$2⁹⁹
or shrimp for \$4⁹⁹ • Cup of Soup \$2⁹⁹

Tomato Basil Soup \$5⁹⁹ 🍷

Creamy tomato basil soup garnished with parmesan

Italian Wedding Soup \$5⁹⁹ 🍷

Small Italian meatballs, eggs and spinach in a light chicken broth

House Salad \$6⁹⁹ 🍷 (side house \$1⁹⁹)

Crisp chopped romaine with red onion, green bell peppers, sliced tomatoes, and black olives

Caesar Salad \$6⁹⁹ 🍷 (side caesar \$1⁹⁹)

Crisp chopped romaine with shredded parmesan and croutons

Greek Salad \$9⁹⁹ 🍷

Crisp chopped Romain with red onions, kalamata olives, cucumbers, feta cheese, pepperoncini peppers

Caprese Salad \$9⁹⁹ 🍷 **GF**

Fresh basil, fresh mozzarella, ripe tomatoes, with balsamic vinaigrette dressing

Cucumber Salad \$5⁹⁹ 🍷

Feta, cucumber, tomatoes, and spinach

Entrées

All dishes come with side salad or Caesar Salad
Make any pasta gluten free with GF penne or spaghetti for \$1.99

Chicken Parmigiana \$11⁹⁹

Italian breaded chicken breast topped with marinara and fresh mozzarella cheese then oven baked served over pasta

Chicken Alfredo \$10⁹⁹

Grilled chicken breast served on top of fettuccine, spinach and Stefano's homemade Alfredo sauce

Chicken Pesto Pasta \$10⁹⁹

Our pistachio pesto mixed with cream, tossed with penne pasta and topped with grilled chicken, garnished with bruschetta

Lasagna \$11⁹⁹

Layers of pasta, ricotta mixture, Italian seasoned beef, marinara, and mozzarella cheese. Made in house daily.

Spaghetti Bolognese \$9⁹⁹

This classic Italian dish is spaghetti served with our own freshly made meat sauce topped with shredded parmesan cheese

Baked Ziti \$9⁹⁹ 🍷

Penne pasta tossed together with a scoop of ricotta cheese and marinara, topped with mozzarella cheese then baked to marry the flavors

Spaghetti and Meatballs \$9⁹⁹

Hand rolled roasted meatballs with spaghetti marinara topped with shredded parmesan and parsley

Jumbo 5 Cheese Ravioli \$9⁹⁹

With marinara and melted mozzarella cheese

Cajun Chicken Pasta \$9⁹⁹

Creamy parmesan sauce with Cajun spices and penne pasta topped with grilled chicken.

Bruschetta Chicken Pasta \$9⁹⁹

Bruschetta, spinach, oil, penne, grilled chicken on top

Carne Amor Ziti \$11⁹⁹

Baked ziti with Italian sausage, bacon, bolognese, and pepperoni

Rosalia's \$10⁹⁹

Grilled chicken with marinara and alfredo mixed with penne pasta



Sandwiches

All sandwiches come with fries or kettle chips

Philly Cheesesteak \$9⁹⁹

Sub bread stuffed with sliced beef, bell peppers, mushrooms, red onions, and provolone cheese

Chicken Parmigiana \$9⁹⁹

Fresh hand breaded chicken with fresh Romano cheese, mozzarella cheese in a homemade Italian marinara sauce

Meatball Parmigiana \$10⁹⁹

Four of our all beef meatballs topped with marinara and melted mozzarella cheese between sub bread

Little Italy Sub \$9⁹⁹

Pepperoni, salami, ham, mozzarella, black olives, lettuce, tomatoes, red onions, and red wine vinaigrette all on fresh sub bread

Chicken Philly \$9⁹⁹

Chicken, bell pepper, red onion, mushrooms, provolone

Buffalo Chicken Sandwich \$9⁹⁹

Grilled chicken, cooked onion, bell pepper, mushrooms, Franks red hot sauce, provolone

Shrimp Po'boy \$10⁹⁹

Grilled shrimp, lettuce, tomato, pickles, onion, remoulade, and served on sub bread

Fried Shrimp Sandwich \$9⁹⁹

Corn meal breaded shrimp fried, lettuce, tomato, onions, pickles, remoulade sauce served on sub bread

Fried Catfish Sandwich \$9⁹⁹

Corn meal breaded Catfish fried, lettuce, tomato, onions, pickles, remoulade sauce served on sub bread

Brick Oven Pizza

14" gluten free pizza dough add \$3.99

10" cauliflower gluten free pizza dough add \$2.99

Cheese Only

10" \$7⁹⁹ • 14" \$9⁹⁹ • 16" \$11⁹⁹
18" 13⁹⁹ • 30" 27⁹⁹

10" Build Your Own Pizza \$7⁹⁹

(Up to three toppings)

Additional Toppings

\$1⁰⁰ extra, \$1⁹⁹ extra for 30"

\$1⁹⁹ for chicken or prosciutto, \$2⁹⁹ extra for 30"

Cheese: Extra Cheese • Ricotta

Fresh Mozzarella • Cheddar • Provolone

Meats: Pepperoni • Sausage • Meatball • Ham

Bacon • Ground Beef • Canadian Bacon

Salami • Chicken • Anchovies

Veggies: Fresh Basil Leaves • Banana Peppers • Tomatoes

Mushrooms • Garlic • Marinated Artichokes • Black Olives

Onions • Pineapple • Green Peppers • Spinach • Jalapeños

Fire Roasted Red Pepper • Roasted Garlic

Specialty Pizzas

Supreme

10" \$7⁹⁹ • 14" \$15⁹⁹ • 16" \$16⁹⁹ • 18" \$18⁹⁹ • 30" \$37⁹⁹

Pepperoni, Canadian bacon, sausage, bacon, tomato, onions, green pepper, black olives, and mushrooms

Meat Lovers

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$37⁹⁹

Fully Loaded - Pepperoni, sausage, bacon, and Canadian bacon

BBQ Chicken

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$37⁹⁹

BBQ Chicken, red sauce, mozzarella cheese,

BBQ sauce and red onions

Meatball Parm Pizza

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$37⁹⁹

Ricotta, meatballs, and marinara sauce

White Pizza

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$37⁹⁹

Ricotta, mozzarella, red onions, chicken, roasted garlic, and red roasted peppers

Veggie Lovers

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$37⁹⁹

Green peppers, onions, black olives, tomatoes, and mushrooms

Mexican Pizza

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$16⁹⁹ • 18" \$18⁹⁹ • 30" \$37⁹⁹

Fajita, pico de gallo, jalapeños, cheddar cheese and mozzarella cheese

Margherita Pizza

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$16⁹⁹ • 18" \$18⁹⁹ • 30" \$37⁹⁹

Fresh crushed alta cucina tomatoes, fresh basil, fresh garlic, olive oil, and fresh mozzarella cheese

Seafood Pizza

10" \$8⁹⁹ • 14" \$17⁹⁹ • 16" \$18⁹⁹ • 18" \$20⁹⁹ • 30" \$44⁹⁹

Homemade Crab Alfredo sauce topped with shrimp and mozzarella cheese

Chicken Alfredo Pizza

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$39⁹⁹

Fresh chicken with Italian herbs and spices, spinach, cherub tomatoes and mozzarella cheese

Prosciutto Arugula Pizza

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$39⁹⁹

Prosciutto, arugula, shredded parmesan, light pizza sauce base, balsamic reduction, and olive oil

Spicy Buffalo Chicken

10" \$7⁹⁹ • 14" \$15⁹⁹ • 16" \$16⁹⁹ • 18" \$18⁹⁹ • 30" \$37⁹⁹

Breaded chicken bites, hot buffalo sauce, and ranch dressing

BBQ Brisket

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$39⁹⁹

Brisket, cheddar cheese, and jalapeños

Pesto Veggie Pizza

10" \$7⁹⁹ • 14" \$14⁹⁹ • 16" \$15⁹⁹ • 18" \$17⁹⁹ • 30" \$37⁹⁹

Bell pepper, red onions, tomato slices, roasted garlic, spinach on a pesto sauce base

Philly Cheesesteak Pizza

10" \$7⁹⁹ • 14" \$15⁹⁹ • 16" \$16⁹⁹ • 18" \$18⁹⁹ • 30" \$37⁹⁹

Philly meat, swiss and mozzarella cheese, bell peppers, onions, and mushrooms

Four Cheese Pizza

10" \$7⁹⁹ • 14" \$15⁹⁹ • 16" \$16⁹⁹ • 18" \$18⁹⁹ • 30" \$37⁹⁹

Mozzarella, fresh mozzarella, Romano, Parmesan



Jalapeno Popper Pizza

10"-\$7⁹⁹ • 14"-\$14⁹⁹ • 16"-\$15⁹⁹ • 18"-\$17⁹⁹ • 30"-\$37⁹⁹

Cream cheese, mozzarella, cheddar cheese, jalapeños and bacon

Five Pepper Pizza

10"-\$7⁹⁹ • 14"-\$14⁹⁹ • 16"-\$15⁹⁹ • 18"-\$17⁹⁹ • 30"-\$37⁹⁹

Pepperoni, green bell peppers, pepperoncini, roasted red peppers, jalapeños, spicy marinara and mozzarella

Ferrara's Pizza

10"-\$7⁹⁹ • 14"-\$14⁹⁹ • 16"-\$15⁹⁹ • 18"-\$17⁹⁹ • 30"-\$37⁹⁹

Italian sausage, pepperoni, roasted red peppers, fresh mozzarella and marinara

Chicken Parmesan Pizza

10"-\$7⁹⁹ • 14"-\$15⁹⁹ • 16"-\$16⁹⁹ • 18"-\$18⁹⁹ • 30"-\$37⁹⁹

Hand breaded chicken with fresh Romano cheese, mozzarella cheese, in a homemade Italian marinara sauce

Beverages

Fountain Drinks & Tea \$1⁷⁹

Coke, Diet Coke, Cherry Coke, Sprite, Dr. Pepper, Orange Fanta, Barq's Root Beer, Lemonade

Bottled Water \$1²⁹

Bottled Soda \$1²⁹

Coke, Sprite, Dr. Pepper, Diet Coke

2 Liter Soda \$2⁵⁰

(TO-GO ONLY) Coke, Sprite, Dr. Pepper, Diet Coke

Desserts

Nutella Pizza

10 inch \$8⁹⁹

16 inch \$16⁹⁹

Cheesecake 3⁹⁹

Strauberry, Plain, Black Forrest

Chocolate Cake \$4⁹⁹

Amarena Cherry Cake 3⁹⁹

Tiramisu \$4⁹⁹

Cannoli for 2⁹⁹ each





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.1.

DATE SUBMITTED: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Sam Engineering & Surveying, representing Jacinto Cano is requesting final plat approval of the proposed Crystal Cano Subdivision. The property is legally described as being a 1-Lot subdivision out of a 0.76 acre tract of land and being a part or portion of Lot 11, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 3100 Block of South Gardenia Street. **SUB#160720**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Sam Engineering & Surveying, representing Jacinto Cano is requesting final plat approval of the proposed Crystal Cano Subdivision. **SUB#160720**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Crystal Cano Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Crystal Cano Subdivision.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 10/16/2019
Approved - 10/16/2019
Approved - 10/16/2019
Final Approval - 10/16/2019



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, OCTOBER 21, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR FOR DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CRYSTAL CANO SUBDIVISION FILE NO. SUB#160720
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GENERAL INFORMATION:

APPLICANT: Sam Engineering & Surveying, representing Jacinto Cano is requesting final plat approval of the proposed Crystal Cano Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1-Lot subdivision out of a 0.76 acre tract of land and being a part or portion of Lot 11, Sing's Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located at the 3100 Block of South Gardenia Street.

ZONING: The property is currently zoned Single-Family Residential District (R-1). The adjacent zones are Single-Family Residential District (R-1) to the north, south, east and west. The property is designated for single family residential use in the Land Use Plan

PROPERTY PROPOSED USE: Single family residential home.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Crystal Cano Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

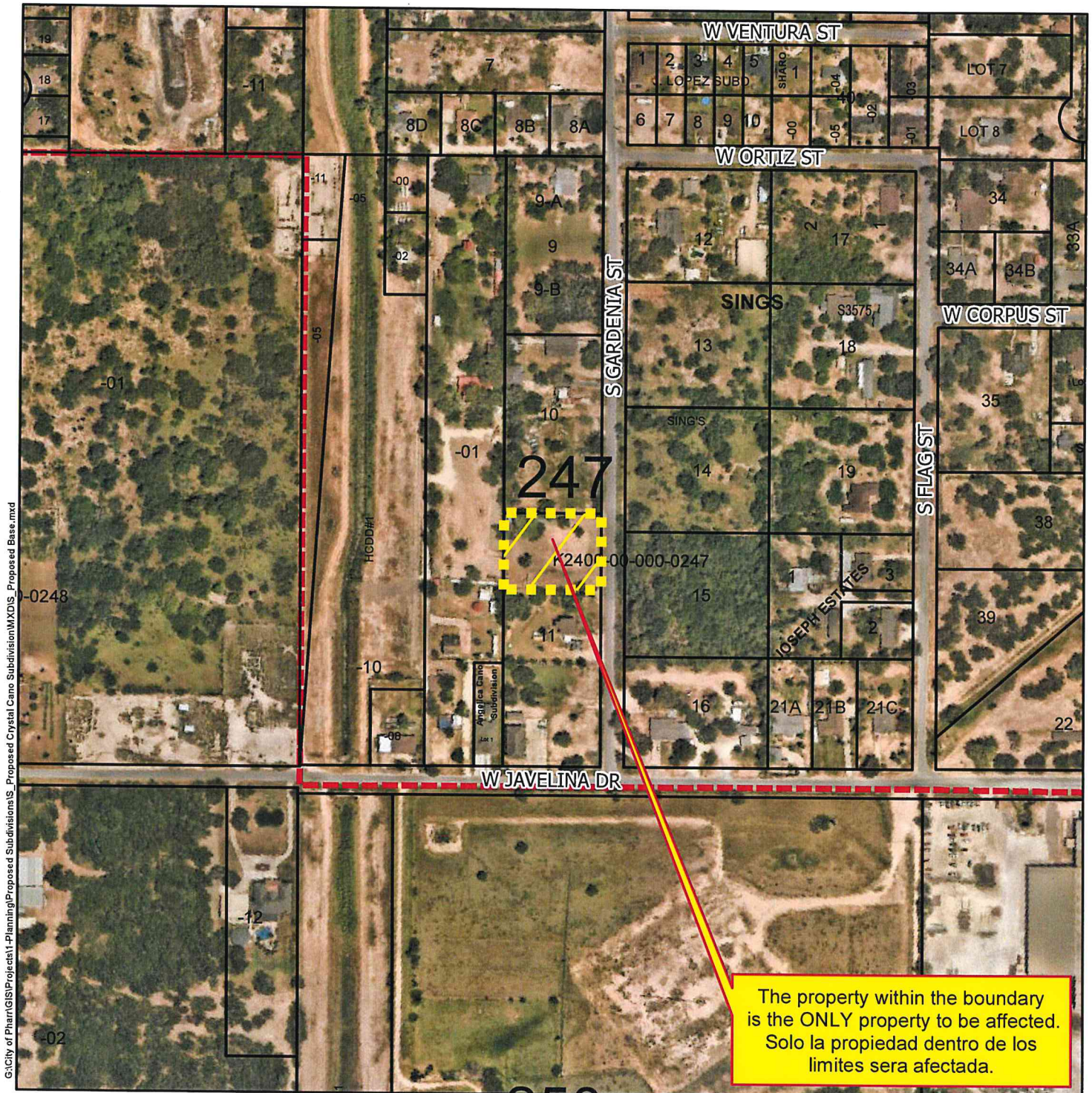
SEWER: 1. In compliance.

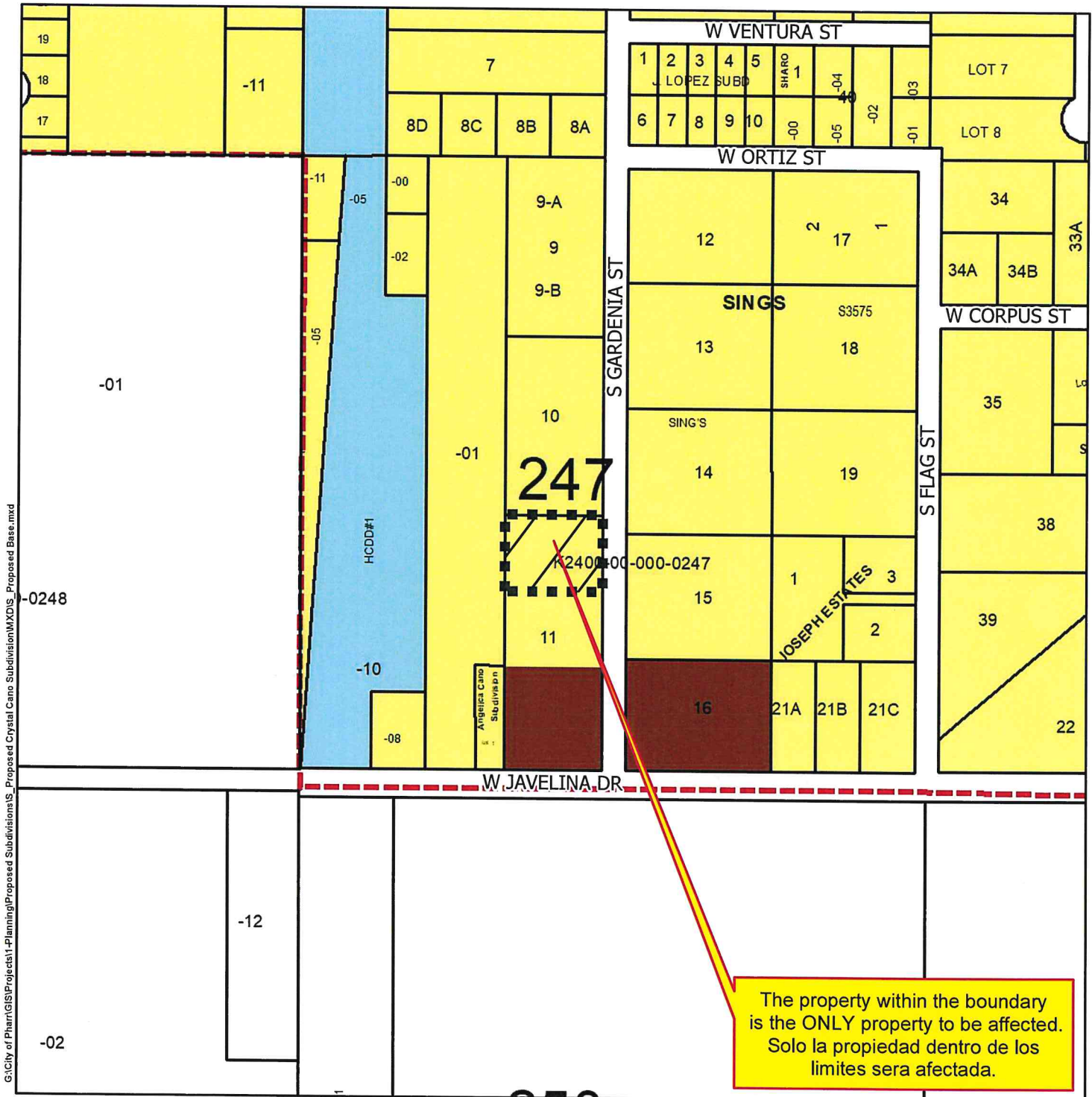
DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Crystal Cano Subdivision.





G:\City of Pharr\GIS\Projects\Planning\Proposed Subdivisions\Crystal Cano Subdivision\MXDs\Proposed Base.mxd

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 18, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on resolution authorizing and approving a Tax Exempt Loan Agreement with Lone Star National Bank for the Pharr Natatorium Project and the Note associated with such loan; and authorizing other matters relating thereto.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to maximize cash flow for city capital improvement projects , the City is financing the Natatorium though a Tax Exempt Note for the construction amount over a period of 20 years.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 10/18/2019
Approved - 10/18/2019
Approved - 10/18/2019
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 17, 2019

MEETING DATE: October 21, 2019

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action on Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr Comprehensive Pedestrian Safety & Wellness Plan, CSJ: 0921-02-389.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement with the Texas Department of Transportation (TxDOT) in the estimated amount of \$158,100 is to cover the Local Government's participation and the State's direct costs for the Preliminary Engineering.

Local Government Participation: \$120,000

Direct State Costs: \$38,100

Total: \$158,100

Financial Consideration: Estimated Advance Funding Agreement is \$158,100.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Pharr Comprehensive Pedestrian Safety & Wellness Plan, CSJ: 0921-02-389.

Alternatives: NA

ROUTING:

Maria Rangel
Omar Anzaldua
Patricia Rigney
Veronica Gutierrez
Karla Moya

Created/Initiated - 10/17/2019
Approved - 10/18/2019
Approved - 10/18/2019
Approved - 10/18/2019
Approved - 10/18/2019

City Management Office

Final Approval - 10/18/2019

**RESOLUTION AUTHORIZING THE CITY OF PHARR TO ENTER INTO AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE
COMMITMENT TO FUND THE PHARR COMPREHENSIVE PEDESTRIAN SAFETY
WELLNESS PLAN (CSJ 0921-02-389)**

WHEREAS, on August 25, 2016 and August 30, 2018, via Minute Orders 114670 and 115291, the Texas Transportation Commission authorized Pharr Comprehensive Pedestrian Safety Wellness Plan project (the "Project") to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the City of Pharr, will administer said plan in a manner consistent with the Transportation Alternatives Set-Aside (TASA) Program, MPO Selected Off-System as approved by the State; and

WHEREAS, the TASA funds require a local match, the City of Pharr commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, the City of Pharr is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of City of Pharr desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR THAT the Board of Commissioners is authorized to enter into an AFA with TxDOT for this Project.

DULY PASSED by majority vote of all members of the Board of Commissioners of the City of Pharr on the 4th day of November 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-389	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Pharr Comprehensive Pedestrian Safety Wellness Plan	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the **City of Pharr** (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as **Pharr Comprehensive Pedestrian Safety Wellness Plan within the Pharr City limits** (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number **114670** and **115291** (MO) dated August 25, 2016 and August 30, 2018 and awarding funding for TASA projects in the 2017 TASA Program Call of the Hidalgo County MPO, including Project, and

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WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of a **comprehensive pedestrian safety and wellness plan within the Pharr City limits. It's a 10-year blueprint, with prioritized recommendations for implementation and funding of improvement projects, education, enforcement, and encouragement programs to increase pedestrian safety and wellness in the City of Pharr.**
- B. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment C, Project Budget Estimate and Source of Funds (Attachment C).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification

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in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment C includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the nomination form is included in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- G. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- H. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount.

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Local Government will make payment to State within 30 days from receipt of State's written notification.

- I. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- J. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- K. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- L. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- N. State will not pay interest on any funds provided by Local Government.
- O. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- P. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- Q. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

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

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1. By mutual written consent and agreement of all parties;
 2. By any party with 90 days written notice; or
 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- D. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- E. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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7. Utilities– Not Applicable

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-

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selected projects, architectural and engineering services are not eligible for TASA reimbursement.

- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities – Not Applicable

- A. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

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- E. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must

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continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition – Not Applicable

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

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- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code §11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

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- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor PO Box 1729 Pharr, TX 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of

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activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA),

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as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

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- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address:
http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

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If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://sam.gov/SAM/pages/public/index.jsf>.
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the

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Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>;
and

3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

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THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Ambrosio Hernandez

Typed or Printed Name

Mayor

Typed or Printed Title

Date

FOR REVIEW ONLY

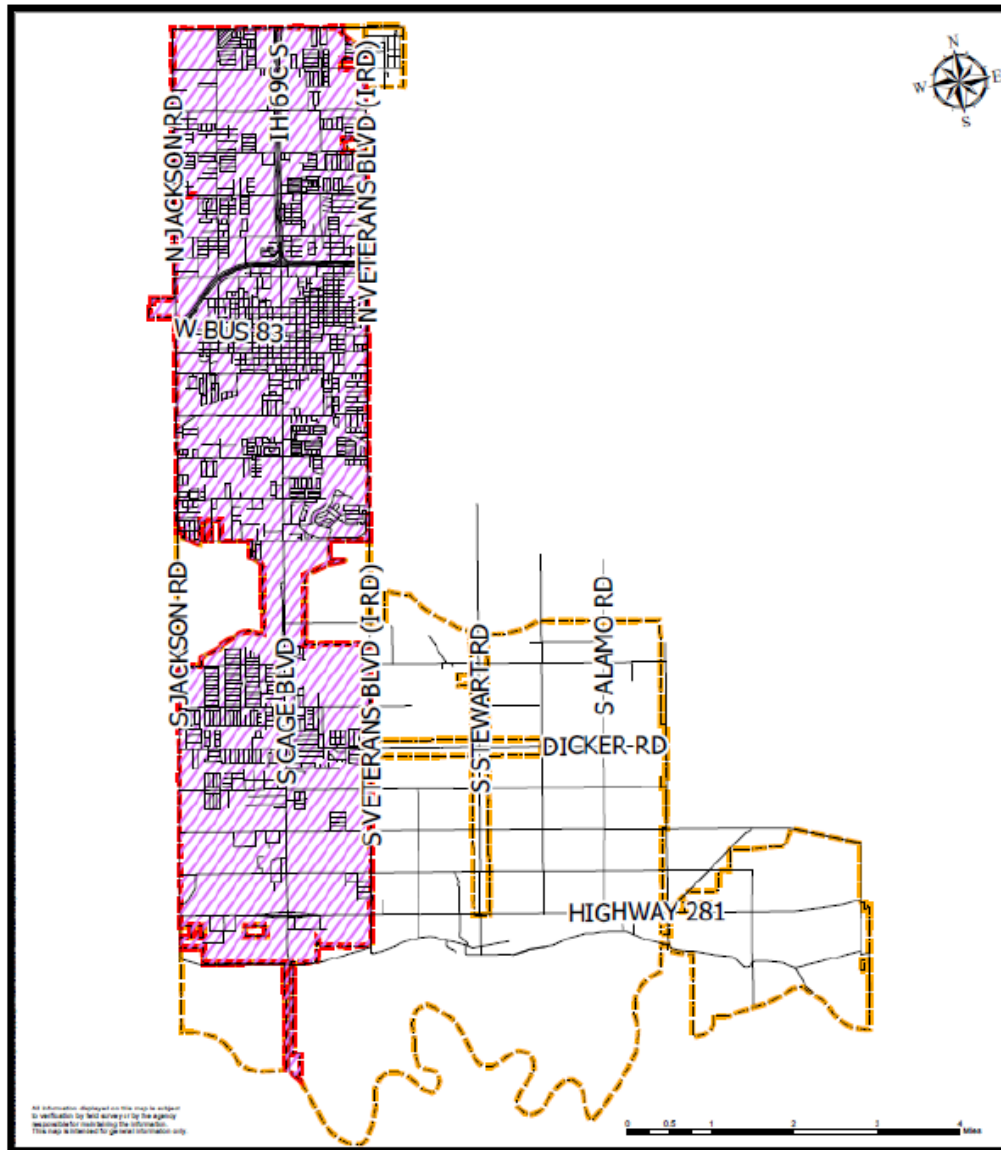
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**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT**

FOR REVIEW ONLY

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ATTACHMENT B PROJECT LOCATION MAP



Legend	
Pharr City Limit	Streets
Pharr ETJ	CSJ # 0921-02-389

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ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹ (Cat 9)	\$167,500	80%	\$134,000	0%	\$0	20%	\$33,500
Preliminary Engineering ¹ (100% LG)	\$ 86,500	0%	\$0	0%	\$0	100%	\$86,500
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$0						
Eligible In-Kind Contribution Value	\$0						
Total Construction Value (sum of construction cost and in-kind value)	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$254,000		\$134,000		\$0		\$120,000

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Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$30,480	0%	\$ 0	0%	\$0	100%	\$30,480
Environmental Cost ¹	\$6,858	0%	\$ 0	0%	\$0	100%	\$6,858
Right of Way ¹	\$381	0%	\$ 0	0%	\$0	100%	\$381
Utilities ¹	\$381	0%	\$ 0	0%	\$0	100%	\$381
Construction ²	\$0	0%	\$ 0	0%	\$0	0%	\$0
Direct State Costs Subtotal	\$38,100		\$ 0		\$0		\$38,100
Indirect State Cost	\$13,538		\$ 0	100%	\$ 13,538		\$0
TOTAL PARTICIPATION	\$305,638		\$134,000		\$13,538		\$158,100

- ⌚ The estimated total participation by Local Government is \$158,100, plus 100% of overruns.
- ⌚ Total estimated payment by Local Government to State is \$38,100.
- ⌚ ¹Local Government's first payment of \$38,100 is due to State within 30 days from execution of this contract.
- ⌚ ²Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ⌚ ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- ⌚ The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- ⌚ This is an estimate, the final amount of Local Government participation will be based on actual costs.
- ⌚ Maximum federal TASA funds available for Project are \$134,000.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: October 9, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing five (5) regular members and one (1) ex-officio member to the Tierra Del Sol Golf Club Advisory Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The term of Juan Willingham expired on January 23, 2019 and the terms of George Gonzalez, Oscar Villagomez, Javier Martinez, and Mario Lizcano will expire on November 1, 2019. They all have expressed interest in continue serving.

Additionally, Mario Bracamontes (ex-officio member) is no longer a member of the governing body and replacement is needed at this time.

Financial Consideration:

Staff Recommendation: Staff recommends appointment/re-appointment of (5) members and appointment of (1) ex-officio member.

Alternatives:

ROUTING:

Hilda Pedraza
Sergio Alanis
City Management Office

Created/Initiated - 10/9/2019
Approved - 10/9/2019
Final Approval - 10/18/2019

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **RESOLUTION**
CITY OF PHARR § **NO. R-2019-____**

WHEREAS, Ordinance No. O-99-23 created the Tierra Del Sol Golf Club Advisory Board for the City of Pharr Municipal Golf Course; and

WHEREAS, Ordinance No. O-2017-01 amended Ordinance No. O-2015-51 increasing members from seven to nine members whose terms of service are two years and three years; and

WHEREAS, Mario Bracamontes is no longer a member of the governing body; and

WHEREAS, the term of Juan Willingham expired on January 23, 2019 and the terms of George Gonzalez, Oscar Villagomez, Javier Martinez, and Mario Lizcano will expire on November 1, 2019; and

WHEREAS, appointment/re-appointment of five (5) regular members and one (1) ex-officio member needs to be made at this time. Such members shall perform duties as may be prescribed by ordinance or state law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT the following persons are hereby appointed/re-appointed as members of the Tierra Del Sol Golf Club Advisory Board.

	NAME:	LENGTH OF TERM:
1.	_____	2-Year Term (November 1, 2021)
2.	_____	2-Year Term (November 1, 2021)
3.	_____	2-Year Term (November 1, 2021)
4.	_____	2-Year Term (November 1, 2021)
5.	_____	2-Year Term (January 23, 2021)
6.	_____	(Ex-officio member)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of October 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: October 15, 2019

MEETING DATE: October 21, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr recently changed the street name from Rancho Blanco Rd to Javelina Dr and needs to acquire property to install new signage on the properties described.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Rita Galvan

Created/Initiated - 10/15/2019

Roland Gomez

Approved - 10/16/2019

Melanie Cano

Approved - 10/16/2019

Patricia Rigney

Approved - 10/17/2019

City Management Office

Final Approval - 10/18/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 8, 2019

MEETING DATE: October 21, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, amending design-build Downtown Gateway and Lighting Improvements Project contract with International Consulting Engineers (ICE) for the installation of various City Hall and Gateway Monument sign lighting and controls systems (Project No.1819-39-510-S026-001). **(Tabled)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Staff is requesting authorization to amend the design-build contract for the Gateway and Lighting Improvements to Down Town Pharr Project in order to add additional lighting and controls around City Hall and the Gateway Monument.

Financial Consideration:

Original Contract \$519,635

Amendment No. 1 \$110,814

Revised Contract Amount **\$630,449** (21.32% Increase)

Staff Recommendation: Staff recommends approval of Amendment No. 1 submitted by International Consulting Engineers increasing the contract amount by \$110,814.00

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 10/8/2019

Omar Anzaldúa

Approved - 10/15/2019

Veronica Gutierrez

Approved - 10/15/2019

Patricia Rigney

Approved - 10/16/2019

Karla Moya
City Management Office

Approved - 10/18/2019
Final Approval - 10/18/2019

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	Installation of Electrical LED Lighting System at City Hall and on Gateway Structure. Including Engineering Design	LS	1	\$ 98,739.00	\$ 98,739.00
2	Concrete Curb & Gutter for Gateway (West Side)	LF	76.5	\$ 50.00	\$ 3,825.00
3	Demo Existing Asphalt to install Island	LS	1	\$ 5,000.00	\$ 5,000.00
4	Base Material Prep for Curb	LS	1	\$ 3,250.00	\$ 3,250.00
Change Order Sub-Total				\$	110,814.00

Notes:

- 1 LED Lighting Package will be provided by City.
- 2 Road Boring will be provided by City.
- 3 No landscaping, irrigation or landscape pavers included.
- 4 We will coordinate with City and Lonestar Bank Personnel to run conduit and wiring inside buildings and connect to existing panel inside city hall building.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: October 14, 2019

MEETING DATE: October 21, 2019

FROM: Moises Beas

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order No. 1 and acceptance of the W. Zaragosa Dr. and S. Sugar Rd. Concrete Paving Improvements Project as complete and authorization to release final payment and release of retainage in the amount of \$58,994.20 (Project # 1819-86-510-C010-202).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

RDH Site and Concrete, LLC has completed construction of the W. Zaragosa Dr. and S. Sugar Rd. Concrete Paving Improvements. A final inspection was held on October 10, 2019, and improvements were completed according to plans and specifications. Change Order No. 1 is for additional work, and final reconciliation of quantities and items.

Financial Consideration:

Original Contract Amount:	\$642,100.00
Change Order No. 1:	\$16,676.00
Reconciliation of quantities and items:	<u>(\$15,376.00)</u>
Final Contract Amount:	\$643,400.00

Staff Recommendation:

Staff recommends approval of Change Order No. 1 in the amount of \$1,300.00 increasing the contract amount from \$642,100.00 to a revised contract amount of \$643,400.00. Final payment and release of retainage is in the amount of \$58,994.20

Alternatives:

ROUTING:

Moises Beas	Created/Initiated - 10/14/2019
Omar Anzaldua	Approved - 10/15/2019
Veronica Gutierrez	Approved - 10/15/2019
Patricia Rigney	Approved - 10/16/2019
Karla Moya	Approved - 10/17/2019
City Management Office	Final Approval - 10/18/2019



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON October 10, 2019 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	<u>W. Zaragosa Dr. & S. Sugar Rd. Concrete Paving Improvements</u>
BID NO.:	<u>1819-86-510-C010-202</u>
CONTRACT DATE:	<u>March 21, 2019</u>
CONTRACTOR:	<u>RDH Site and Concrete, LLC</u>
ADDRESS:	<u>3809 Clavel St. Suite D, Palmview, TX 78572</u>
PROJECT DESCRIPTION:	<u>Contractor to pave both Zaragosa Dr. and S. Sugar Rd. with 8 1/2" of reinforced concrete for the Pharr Bridge Business Park Phase II Subdivision.</u>

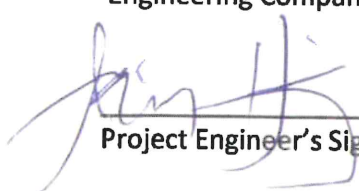
THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$ 0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	<u>\$ 642,100.00</u>
Change Orders	<u>\$ 1,300.00</u>
Current Contract	<u>\$ 643,400.00</u>
Total Earned to Date	<u>\$ 643,400.00</u>
Less Previous Payments (-)	<u>\$ 584,405.80</u>
Balance with Retainage	<u>\$ 58,994.20</u>
Authorized Deductions (-)	<u>\$ 0.00</u>
Final Payment	<u>\$ 58,994.20</u>

6. That the **Final Payment** in the amount of \$ (58,994.20)
(Fifty eight thousand nine hundred and ninety four 20/100)
is due and payable.

Javier Hinojosa Engineering
Engineering Company


Project Engineer's Signature

APPROVED BY:

RDH Site and Concrete, LLC

Contractor


Signature

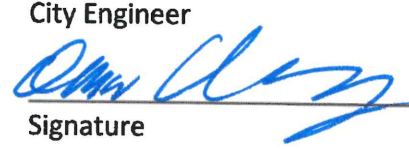
10/10/2019

Date

APPROVED BY:

Omar Anzaldúa Jr, P.E.

City Engineer


Signature

10-14-19
Date



**AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR**

STATE OF

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Dianaly De Hoyos (Name of Individual) General Manager (Title)
of RDH Site and Concrete, LLC (Prime Contractor), who being duly
sworn by me states on oath that all suppliers, subcontractors, payroll, sales tax, privilege tax or
license, benefits tax, state and federal unemployment insurance and other liabilities have been
paid in full in the performance of furnishing labor, products and supplies in the construction of
improvements for W. Zaragosa Dr & Sugar Rd Concrete Paving Improvements (Name
of Project) and that the Prime Contractor waives any claims (including lien rights) debts and
releases City of Pharr from any rights or claims for debts due and owing by virtue of the furnishing
of any labor, products and supplies for such improvements.

The above named Prime Contractor agrees to indemnify City of Pharr and save him harmless on
account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the
amount of any lien he may be compelled to pay all costs relating thereto and a reasonable
attorney's fee.

RDH Site and Concrete, LLC

Company

Signature

Dianaly De Hoyos

Print Name

General Manager

Title

10/10/2019

Date

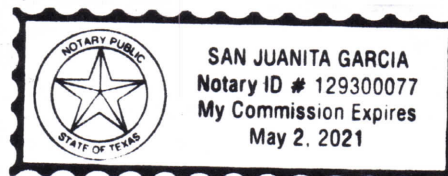
Sworn to and subscribed before me this 10 day of October, 2019.

SAN JUANITA GARCIA

Notary Public

May 02, 2021

My Commission Expires





CONTRACTOR'S AFFIDAVIT
AS TO STATUS OF LIENS

STATE OF

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
Dianaly De Hoyos (Name of Individual) General Manager (Title)
of RDH Site and Concrete, LLC (Prime Contractor), who being duly
sworn by me states on oath that to the best of his knowledge and belief, except as listed below,
the Releases and Waivers of Claim attached hereto include all subcontractors and all suppliers of
labor, products and equipment provided by all persons who may have liens against the property
of City of Pharr for improvements of W. Zaragosa Dr & Sugar Rd Concrete Paving Improvements
(Name of Project) arising out of the construction of improvements thereon.

Exceptions: (If none, write "None". Any exception listed shall be bonded by the Prime Contractor
to indemnify the City of Pharr, and a copy of each such bond shall be attached hereto).

1. NONE
- 2.
- 3.
- 4.

RDH Site and Concrete, LLC

Company

Signature

Dianaly De Hoyos

Print Name

General Manager

Title

10/10/2019

Date

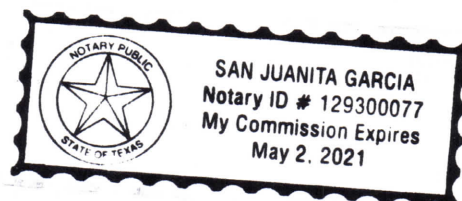
Sworn to and subscribed before me this 10 day of October, 2019.

SAN JUANITA GARCIA

Notary Public

May 02, 2021

My Commission Expires



W. ZARAGOZA DRIVE & SUGAR RD. CONCRETE PAVING
BID NUMBER 1819-86-510-C010-202

		Contract				Final		Balance	
Item No.	Description	Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount
Base Bid A.	W. Zaragosa Ave.								
1	8 1/2" REINFORCED CONCRETE (4,400 PSI)	SY	6,700	\$54.00	\$361,800.00	6,634	\$ 358,236.00	-66	\$ (3,564.00)
2	6" CURB AND GUTTER (24")	LF	3,000	\$13.00	\$39,000.00	2,830	\$ 36,790.00	-170	\$ (2,210.00)
3	12" VALLEY GUTTER	LF	100	\$45.00	\$4,500.00	0	\$ -	-100	\$ (4,500.00)
4	HANDICAP RAMPS	EA	4	\$600.00	\$2,400.00	0	\$ -	-4	\$ (2,400.00)
5	EROSION CONTROL	LS	1	\$2,000.00	\$2,000.00	0	\$ -	-1	\$ (2,000.00)
6	STRIPING	LS	1	\$7,000.00	\$7,000.00	1	\$ 7,000.00	0	\$ -
7	STOP SIGN ASSEMBLY WITH STREET NAMES	EA	1	\$500.00	\$500.00	1	\$ 500.00	0	\$ -
8	TYPE III BARRICADES	EA	3	\$400.00	\$1,200.00	1	\$ 400.00	-2	\$ (800.00)
9	PAINTED FIRE LANE DESIGNATIONS ON CURB (RED-30LF)	EA	5	\$200.00	\$1,000.00	1	\$ 200.00	-4	\$ (800.00)
10	SANITARY SEWER RING AND COVER ADJUSTMENTS	EA	5	\$300.00	\$1,500.00	5	\$ 1,500.00	0	\$ -
Base Bid B.	S. Sugar Rd.								
11	8 1/2" REINFORCED CONCRETE (4,400 PSI)	SY	3,500	\$54.00	\$189,000.00	3,612	\$ 195,048.00	112	\$ 6,048.00
12	6" CURB AND GUTTER (24")	LF	1,600	\$13.00	\$20,800.00	1,450	\$ 18,850.00	-150	\$ (1,950.00)
13	HANDICAP RAMPS	EA	2	\$600.00	\$1,200.00	0	\$ -	-2	\$ (1,200.00)
14	EROSION CONTROL	LS	1	\$2,000.00	\$2,000.00	0	\$ -	-1	-\$2,000.00
15	STRIPING	LS	1	\$7,000.00	\$7,000.00	1	\$ 7,000.00	0	\$0.00
16	STOP SIGN ASSEMBLY WITH STREET NAMES	EA	1	\$500.00	\$500.00	1	\$ 500.00	0	\$0.00
17	TYPE III BARRICADES	EA	1	\$400.00	\$400.00	1	\$ 400.00	0	\$0.00
18	PAINTED FIRE LANE DESIGNATIONS ON CURB (RED-30LF)	EA	1	\$300.00	\$300.00	1	\$ 300.00	0	\$0.00
CO #1	Trancasa Concrete Driveway Entrances (East and West)								
1	8 1/2" REINFORCED CONCRETE (4,400 PSI)	SY	174	\$54.00	\$9,396.00	174.00	\$ 9,396.00		
2	6" CURB AND GUTTER (24")	LF	60	\$13.00	\$780.00	60.00	\$ 780.00		
CO #2	Trancasa Warehoouse Drainage Improvements								
1	2 SLOPE END TREATMENTS ON A 30" RCP (LABOR AND REBAR ONLY)	EA	2	\$1,625.00	\$3,250.00	2.00	\$ 3,250.00		
2	2 CONCRETE HEADWALLS ON THE 5X5 CONCRETE BOXES (LABOR AND REBAR ONLY)	EA	2	\$1,625.00	\$3,250.00	2.00	\$ 3,250.00		

TOTALS

\$658,776.00

\$643,400.00

-\$15,376.00

ORIGINAL CONTRACT AMOUNT

\$642,100.00

CHANGE ORDER NO. 1

\$10,176.00

CHANGE ORDER NO. 2

\$6,500.00

RECONCILIATION OF QUANTITES

-\$15,376.00

FINAL CONTRACT AMOUNT

\$643,400.00



CHANGE ORDER

Contractor: RDH Site & Concrete LLC

Change Order No.: 1

Project: W. ZARAGOZA DR. & S. SUGAR RD CONCRETE
PAVING IMPROVEMENTS
Project #1819-86-510-C010-202

Date: 10/4/2019

Notice to Proceed Date: 2-Apr-19

Change Order Amount: \$ 1,300.00

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

Additional work for curb and gutter and driveway (east and west side) for Trancasa's warehouse.
Additional work for Trancasa's Warehouse Drainage Improvements.

Item	Description	Units	Quantity	Unit Cost	Amount
1	8 1/2" Reinforced Concrete (4400 PSI)	SY	174	\$ 54.00	\$9,396.00
2	6" Curb and Gutter (24")	LF	60	\$ 13.00	\$780.00
3	2 Slope End Treatments (Labor & Rebar)	EA	2	\$ 1,625.00	\$3,250.00
4	2 Concrete Headwalls on the 5X5 concrete boxes (labor and rebar only).	EA	2	\$ 1,625.00	\$3,250.00
TOTAL					\$16,676.00

Reason for Change Order:

Additional scope of work.

Reconciliation of quantities and items for a grand total of (\$15,376.00).

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 642,100.00	Original Completion Date: _____
Previous Change Order: (+/-)	\$ -	Additional Days: _____
This Change Order: (+/-)	\$ 1,300.00	Revised Completion Date: <u>0-Jan-00</u>
Revised Contract Amount:	\$ 643,400.00	

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:

RDH Site & Concrete, LLC
Contractor

[Signature]
Authorized Signature

10/10/19
Date

Recommended:

Javier Hinojosa, P.E.
Project Engineer/Architect

[Signature]
Authorized Signature

10/10/19
Date

Omar Anzaldúa Jr., PE, CFM, PMP, CCM
City Engineer

[Signature]
Authorized Signature

10-14-19
Date

Approved:

Alex Meade
City Manager

Authorized Signature

Date

Payment Request No. 4
Period: 06/18/2019 to 09/11/2019

Owner: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: RDH Site and Concrete, LLC
3809 Clavel St. Suite D
Plamview, TX 78572

Project: W. Zaragosa Drive and S. Sugar Rd Concrete Paving II

Bid No. 1819-86-510-C010-202

Original Contract Amount: \$642,100.00

Change Orders: \$16,676.00

Contract Amount to Date: \$658,776.00

Total to Date: \$643,400.00

Total Stored to Date: \$0.00 *

Total to Date: \$643,400.00

Retainage: \$0.00

Total Due Less Retainage: \$643,400.00

Less Previous Payments: \$584,405.80

Current Payment Due: \$58,994.20

Percent Completed: 97.67%

Change Order Summary		
No.	Addition	Deductions
Totals:	\$0.00	\$0.00
Net Change Order:	\$0.00	

* Provide Documentation



Contractor:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

Signature: [Signature]

Date: 10/2/19

Subscribed and sworn before me this 2nd day of October 2019

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

Engineer of Record

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Engineer of Record certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Signature: [Signature]

Date: 10/2/19

Approved:

Ilse Fernández

Trancasa

Omar Anzaldúa Jr., PE

City Engineer

Purchasing Director

Ed Wylie

Deputy City Manager

Alex Meade

City Manager

Karla Moya

Finance Director

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Attachment "A"
Tabulation of Contact Work Performed

Item No.	Description	Contract				This Period		Total To Date	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount
Base Bid A. (W. Zaragosa Ave.)									
2	8 1/2" Reinforced Concrete (4,400 psi)	SY	6700	\$54.00	\$361,800.00		\$0.00	6634	\$358,236.00
3	6" Curb & Gutter (24")	LF	3000	\$13.00	\$39,000.00		\$0.00	2830	\$36,790.00
4	72" Valley Gutter	LF	100	\$45.00	\$4,500.00		\$0.00		\$0.00
5	Handicap Ramps	EA	4	\$600.00	\$2,400.00		\$0.00		\$0.00
6	Erosion Control	LS	1	\$2,000.00	\$2,000.00		\$0.00		\$0.00
7	Striping	LS	1	\$7,000.00	\$7,000.00	1	\$7,000.00	1	\$7,000.00
8	Stop Sign Assembly with Street Names	EA	1	\$500.00	\$500.00	1	\$500.00	1	\$500.00
9	Type III Barricades	EA	3	\$400.00	\$1,200.00	1	\$400.00	1	\$400.00
10	Painted Fire Lane Designations on Curb (Red-30LF)	EA	5	\$200.00	\$1,000.00	1	\$200.00	1	\$200.00
11	Sanitary Sewer Ring & Cover Adjustments	EA	5	\$300.00	\$1,500.00	3	\$900.00	5	\$1,500.00
BASE BID GRAND TOTAL					\$420,900.00		\$9,000.00		\$404,626.00
Base Bid B. (S. Sugar Rd.)									
13	8 1/2" Reinforced Concrete (4,400 psi)	SY	3500	\$ 54.00	\$189,000.00	84	\$4,536.00	3612	\$195,048.00
14	6" Curb & Gutter (24")	LF	1600	\$ 13.00	\$20,800.00		\$0.00	1450	\$18,850.00
15	Handicap Ramps	EA	2	\$ 600.00	\$1,200.00		\$0.00		\$0.00
16	Erosion Control	LS	1	\$2,000.00	\$2,000.00		\$0.00		\$0.00
17	Striping	LS	1	\$7,000.00	\$7,000.00	1	\$7,000.00	1	\$7,000.00
18	Stop Sign Assembly with Street Names	EA	1	\$500.00	\$500.00	1	\$500.00	1	\$500.00
19	Type III Barricades	EA	1	\$400.00	\$400.00	1	\$400.00	1	\$400.00
20	Painted Fire Lane Designations on Curb (Red-30LF)	EA	1	\$300.00	\$300.00	1	\$300.00	1	\$300.00
BASE BID GRAND TOTAL					\$221,200.00		\$12,736.00		\$222,098.00
Additional Work- West Entrance Lot 3									
1	8 1/2" Reinforced Concrete (4,400 psi)	SY	90	\$ 54.00	\$4,860.00		\$0.00	90	\$4,860.00
2	6" Curb & Gutter (24")	LF	36	\$ 13.00	\$468.00		\$0.00	36	\$468.00
FIELD CHANGES GRAND TOTAL					\$5,328.00		\$0.00		\$5,328.00
Additional Work- East Entrance Lot 3									
1	8 1/2" Reinforced Concrete (4,400 psi)	SY	84	\$ 54.00	\$4,536.00		\$0.00	84	\$4,536.00
2	6" Curb & Gutter (24")	LF	24	\$ 13.00	\$312.00		\$0.00	24	\$312.00
FIELD CHANGES GRAND TOTAL					\$4,848.00		\$0.00		\$4,848.00
Additional Work- Trancasa Warehouse Drainage Improvements									
1	2 Slope End Treatments on a 30" rcp (Labor & Rebar Only)	EA	2	\$ 1,625.00	\$3,250.00	2	\$3,250.00	2	\$3,250.00
2	2 Concrete Headwalls on the 5x5 conc boxes (Labor & Rebar Only)	EA	2	\$ 1,625.00	\$3,250.00	2	\$3,250.00	2	\$3,250.00
FIELD CHANGES GRAND TOTAL					\$6,500.00		\$6,500.00		\$6,500.00
BASE BID GRAND TOTAL						\$642,100.00	\$28,236.00	\$643,400.00	
FIELD CHANGES GRAND TOTAL						\$10,176.00			
FIELD CHANGES GRAND TOTAL						\$6,500.00			
BASE BID & FIELD CHANGES GRAND TOTAL						\$658,776.00			



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: October 15, 2019

MEETING DATE: October 21, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of the Moore Rd. 24" Sanitary Sewer Improvements (Emergency Repairs) (Project #1819-61-587-C003-001) and Release of Final Payment and Retainage in the amount of \$49,942.20.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Saenz Brothers, LLC has completed the Moore Rd. 24" Sanitary Sewer Improvements (Emergency Repairs). A final walkthrough was held on October 16, 2019, and improvements were completed in general compliance with plans and specifications.

Financial Consideration:

Original Contract: \$149,558.48

Change Order Number 1: \$9,191.00

Revised Contract: \$158,749.48

Expenditures to Date: \$150,812.01

Final Payment & Retainage is in the amount of \$7,937.47.

Staff Recommendation: Staff recommends approval of Final Payment and release of the Retainage in the amount of \$49,942.20

Alternatives:

ROUTING:

Omar Anzaldua

Omar Anzaldua

Patricia Rigney

Created/Initiated - 10/15/2019

Approved - 10/16/2019

Approved - 10/17/2019

Veronica Gutierrez
Karla Moya
City Management Office

Approved - 10/17/2019
Approved - 10/18/2019
Final Approval - 10/18/2019

ATTACHMENT "C"
PAYMENT REQUEST
TABULATION OF VALUES FOR MATERIALS ON HAND

PROJECT: Moore Rd. 24" SS Improvements (Emergency Repairs)
OWNER: City of Pharr
CONTRACTOR: Saenz Brothers Construction
ENGINEER: Omar Anzaldua Jr., PE

PAYMENT PERIOD FROM: 10/1/2019 thru 10/6/2019 ESTIMATE NO: Retainage										
ITEM NO.	NAME OF SUPPLIER	INVOICE QUANTITY	INSTALLED THIS REQUEST	INSTALLED TO DATE	UNIT COST	INVOICE NUMBER	ATTACHMENT "A" ITEM NO.	ORIGINAL MATERIALS SUBMITTED	AMOUNT INSTALLED TO DATE	BALANCE OF MATERIALS ON HAND
1	Agua Works	2		2	3079.13	2071024	3	\$ 6,158.26	\$ 6,158.26	\$ -
2	Agua Works	2		2	3276.00	2071024	3	\$ 6,552.00	\$ 6,552.00	\$ -
3	Agua Works	3		3	3520.13	2071024	3	\$ 10,560.39	\$ 10,560.39	\$ -
4	Agua Works	2		2	3689.44	2071024	3	\$ 7,378.88	\$ 7,378.88	\$ -
5	Agua Works	672		672	39.92	2072618	2	\$ 26,826.24	\$ 26,826.24	\$ -
6	Agua Works	672		672	39.92	2072785	2	\$ 26,826.24	\$ 26,826.24	\$ -
7	Agua Works	672		672	39.92	2072786	2	\$ 26,826.24	\$ 26,826.24	\$ -
8	Agua Works	602		602	39.92	2072787	2	\$ 24,031.84	\$ 24,031.84	\$ -
TOTALS:								\$135,160.09	\$135,160.09	\$0.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: October 16, 2019

MEETING DATE: October 21, 2019

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation with the Board of Commissioners on the city's organizational structure.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 10/16/2019
Final Approval - 10/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: October 8, 2019

MEETING DATE: October 21, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase various lighting components for the lighting of City Hall and the Downtown Gateway Monument Project, through a TIPS Cooperative Contract. (Project No. 1819-01-528-P024-001) **(Tabled)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Purchase of the various lighting components will be in the amount of \$328,700.

Financial Consideration: Purchase of Light Fixtures is \$328,700

Staff Recommendation: Staff recommends award of Purchase Contract, through the BuyBoard Cooperative, to Facility Solutions Group from Corpus Christi, TX in the amount of \$328,700.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 10/8/2019

Omar Anzaldua

Approved - 10/15/2019

Veronica Gutierrez

Approved - 10/15/2019

Patricia Rigney

Approved - 10/16/2019

Karla Moya

Approved - 10/17/2019

City Management Office

Final Approval - 10/18/2019



September 30, 2019

City of Pharr
Omar Anzaldua – City Engineer
113 S. Cage Blvd 1st Floor
Pharr, Texas 78577

Reference: City of Pharr Gateway Lighting Project

Omar,

Thank you for the opportunity to offer you a quote for the above referenced project.

FSG will provide (see attached) the lighting items needed to complete this project.

FSG is an authorized vendor with TIPS – Interlocal Purchasing System. Our contract #
Is 18060201.

Total cost for this project will be \$ 328,700.00 no tax. Full Freight allowed

Thank You again and please let me know if you have any further questions.

Sincerely,

Dave Thomas
Facility Solutions Group

DOT 4

1 LOT TRAXON

LBIL-WO-120/277-RGBW-WW-SL-DMX-RDM-FLN-SSB-(BLOCKOUT)-UL
3P3DLC-25FT LEADER CABLE

CBX-DS

LBIL-JBOX-L

•F029H001A - LEDKO EXT FULLSPECTRUM RGBW ELATION ALUMINUM PRO-CLAMP X 5

SAFETY CABLE

SOS-DMX DMX SPECTRUM ON-SITE SERVICES

EST FRT

FFA.

CABLES PROVIDED BY CONTRACTOR. MIN 14 GAUGE 6 CONDUCTOR.

Grand Total: \$328,700.00

- * This BOM MAY NOT MEET American Recovery and Reinvestment Act (ARRA) or Buy American requirements. Please advise if this requirement is part of the specification. We will issue a revised quote.
- * Standard Manufactures Warranty Applies, NO EXCEPTIONS
- * No Spares Included

Page 1 of 2



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: October 17, 2019

MEETING DATE: October 21, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on acquisition of Hidalgo County Irrigation District #2 easement.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr needs to acquire the HCID #2 easement that is located along W. Sioux Road in the amount of \$74,060.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 10/17/2019
Approved - 10/17/2019
Final Approval - 10/18/2019

**METES AND BOUNDS DESCRIPTION
0.17 ACRES OF LAND OUT OF LOT 134
KELLY-PHARR SUBDIVISION,
HIDALGO COUNTY, TEXAS**



Job No. 190808
0.17 acres of land
Sheet No.: 1 of 4

A tract of land containing 0.17 acres of land more or less, situated in Hidalgo County, Texas, being part or portion of **Lot 147 KELLY-PHARR SUBDIVISION of Porciones 69 and 70** Hidalgo County, Texas, map reference: Volume 3 Page 133-134 Deed Records, Hidalgo County, Texas, and said 0.17 acres being part or portion of a tract of land deeded to CITY OF PHARR, TEXAS, recorded in Document Number 2887676 Deed Records, Hidalgo County, Texas, and said 0.17 acres also being more particularly described as follows;

COMMENCING, for reference at the southeast corner of said Lot 134 and the southwest corner of Lot 133 within Sioux Road right-of-way, **THENCE** N 08° 31' 18" E, along the east line of said Lot 134 a distance of 20.00 feet, to a ½" iron rod with a plastic cap stamped "4856" found on the north right-of-way line of said Sioux Road, **THENCE** N 81° 28' 42" W, along the north right-of-way line of said Sioux Road, a distance of 15.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the **POINT OF BEGINNING**, and the Southeast corner of this tract;

THENCE N 81° 28' 42" W, along the north right-of-way line of said Sioux Road a distance of 250.57 feet, to a cotton picker spindle found on the east line of Vista Alto Mobile Home Subdivision Phase II, map reference: Volume 35 Page 188B Map Records, Hidalgo County, Texas, for the Southwest corner hereof;

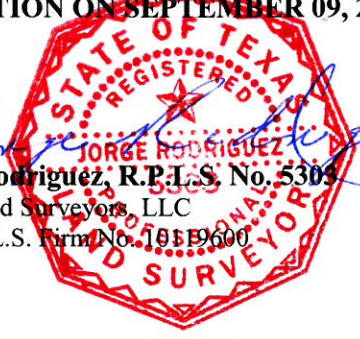
THENCE N 08° 31' 18" E, along the east line of said Vista Alto Mobile Home Subdivision Phase II, a distance of 30.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the Northwest corner hereof;

THENCE S 81° 28' 42" E, a distance of 250.57 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the Northeast corner hereof;

THENCE S 08° 31' 18" W, parallel to the east line of said Lot 134 a distance of 30.00 feet, to the **POINT OF BEGINNING**, containing 0.17 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY
DIRECTION ON SEPTEMBER 09, 2019.**

A red octagonal seal for the State of Texas. The outer ring contains the text 'STATE OF TEXAS' at the top and 'REGISTERED SURVEYOR' at the bottom. Inside the ring, the name 'JORGE RODRIGUEZ' is written in a curved path. In the center of the seal is a five-pointed star. A blue ink signature of Jorge Rodriguez is written across the seal and extends to the right.
Jorge Rodriguez, R.P.L.S. No. 5304
CVQ Land Surveyors, LLC
T.B.P.E.L.S. Firm No. 10119600

**METES AND BOUNDS DESCRIPTION
0.63 ACRES OF LAND
OUT OF LOT 133
KELLY-PHARR SUBDIVISION
HIDALGO COUNTY, TEXAS**



Job No. 190808
0.63 acres of land
Sheet No.: 2 of 4

A tract of land containing 0.63 acres of land more or less, situated in Hidalgo County, Texas, being part or portion of **Lot 133 KELLY-PHARR SUBDIVISION of Porciones 69 and 70** Hidalgo County, Texas, map reference: Volume 3 Page 133-134 Deed Records, Hidalgo County, Texas, and said 0.63 acres being part or portion of a tract of land deeded to CITY OF PHARR, TEXAS, recorded in Document Number 2887675 Deed Records, Hidalgo County, Texas, and said 0.63 acres also being more particularly described as follows;

COMMENCING, for reference at the southwest corner of said Lot 133, and the southeast corner of Lot 134 within Sioux Road right-of-way, **THENCE** N 08° 31' 18" E, along the west line of said Lot 133 a distance of 20.00 feet, to a ½" iron rod with a plastic cap stamped "4856" found, the north right-of-way line of said Sioux Road, **THENCE** S 81° 28' 42" E, along the north right-of-way line of said Sioux Road, a distance of 15.00 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set for the **POINT OF BEGINNING**, and the Southwest corner of this tract;

THENCE N 08° 31' 18" E, parallel to the west line of said Lot 133, a distance of 30.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the Northwest corner hereof;

THENCE S 81° 28' 42" E, a distance of 496.60 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

THENCE N 08° 30' 21" E, a distance of 5.61 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the a corner hereof;

THENCE S 89° 17' 34" E, a distance of 219.56 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

THENCE S 81° 32' 05" E, a distance of 139.13 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

THENCE N 86° 37' 31" E, a distance of 82.33 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the Northeast corner hereof;

THENCE S 45° 25' 36" W, a distance of 14.62 feet to a Nail set, for a corner hereof;

THENCE N 08° 28' 28" E, a distance of 1.24 feet to a Nail set, for a corner hereof;

THENCE N 81° 31' 42" W, a distance of 11.87 feet to a Nail set, for a corner hereof;

THENCE S 53° 28' 23" W, a distance of 43.93 feet to a Nail set, on the north right-of-way line of said Sioux Road, for a corner hereof;

THENCE S 86° 37' 31" W, along the north right-of-way line of said Sioux Road a distance of 26.30 feet, to a ½" iron rod with a plastic cap stamped "4856" found, for a corner hereof;

THENCE N 81° 32' 05" W, continuing along the north right-of-way line of said Sioux Road a distance of 140.21 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

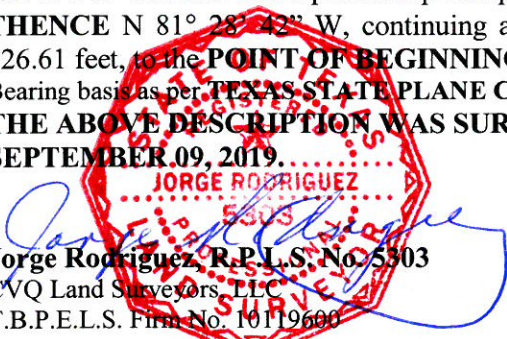
THENCE N 89° 17' 34" W, continuing along the north right-of-way line of said Sioux Road a distance of 191.35 feet to a ½" iron rod with a plastic cap stamped "4856" found, for a corner hereof;

THENCE S 08° 30' 21" W, continuing along the north right-of-way line of said Sioux Road a distance of 9.45 feet to a ½" iron rod with a plastic cap stamped "4856" found, for a corner hereof;

THENCE N 81° 28' 42" W, continuing along the north right-of-way line of said Sioux Road, a distance of 526.61 feet, to the **POINT OF BEGINNING**, containing 0.63 acres of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 09, 2019.


Jorge Rodriguez, R.P.L.S. No. 5303
CVQ Land Surveyors, LLC
T.B.P.E.L.S. Firm No. 10119600

**METES AND BOUNDS DESCRIPTION
0.12 ACRES OF LAND OUT OF LOT 133
KELLY-PHARR SUBDIVISION,
HIDALGO COUNTY, TEXAS**



Job No. 190808
0.12 acres of land
Sheet No.: 3 of 4

A tract of land containing 0.12 acres of land more or less, situated in Hidalgo County, Texas, being part or portion of **Lot 133 KELLY-PHARR SUBDIVISION of Porciones 69 and 70** Hidalgo County, Texas, map reference: Volume 3 Page 133-134 Deed Records, Hidalgo County, Texas, Hidalgo County, Texas, and said 0.63 acres also being more particularly described as follows;

COMMENCING, for reference at the southwest corner of said Lot 133, and the southeast corner of Lot 134 within Sioux Road right-of-way, **THENCE** S 81° 28' 42" E, along the south line of said Lot 133 within said Sioux Road, a distance of 856.09 feet, **THENCE** N 08° 31' 18" E, a distance of 19.92 feet, for the **POINT OF BEGINNING**, and the Southwest corner of this tract;

THENCE N 53° 28' 23" E, a distance of 102.02 feet to a Nail set, for a corner hereof;

THENCE S 81° 31' 42" E, a distance of 11.87 feet to a Nail set, for a corner hereof;

THENCE S 08° 28' 28" W, a distance of 1.24 feet to a Nail set, for the a corner hereof;

THENCE N 45° 25' 36" E, a distance of 62.40 feet to a Nail set, for a corner hereof;

THENCE S 08° 29' 44" W, a distance of 49.93 feet to a Nail set, for a corner hereof;

THENCE S 45° 25' 36" W, a distance of 87.60 feet, for a corner hereof;

THENCE N 81° 31' 42" W, a distance of 25.58 feet, for a corner hereof;

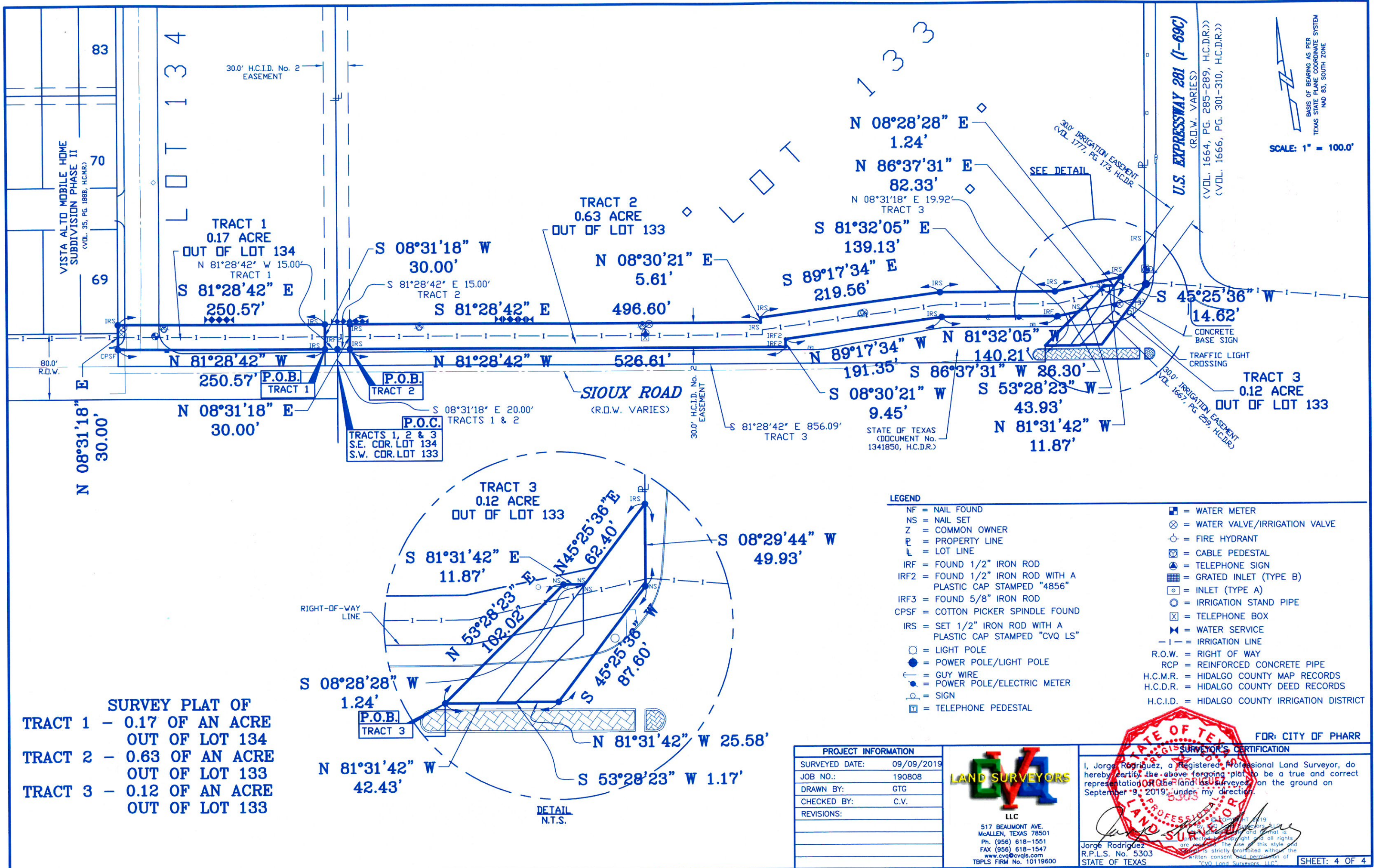
THENCE S 53° 28' 23" W, a distance of 1.17 feet, for a corner hereof;

THENCE N 81° 31' 42" W, a distance of 42.43 feet, to the **POINT OF BEGINNING**, containing 0.12 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION
ON SEPTEMBER 09, 2019.**

A red circular seal for Jorge Rodriguez, Registered Professional Surveyor, No. 5303. The seal contains a star in the center and the text 'STATE OF TEXAS', 'REGISTERED PROFESSIONAL SURVEYOR', 'JORGE RODRIGUEZ', and '5303'. Overlaid on the seal is a blue ink signature of Jorge Rodriguez.
Jorge Rodriguez, R.P.L.S. No. 5303
CVQ Land Surveyors, LLC
T.B.P.E.L.S. Firm No. 10119600



SURVEY PLAT OF
TRACT 1 - 0.17 OF AN ACRE
OUT OF LOT 134
TRACT 2 - 0.63 OF AN ACRE
OUT OF LOT 133
TRACT 3 - 0.12 OF AN ACRE
OUT OF LOT 133

- LEGEND**
- | | |
|--|---|
| NF = NAIL FOUND | ☐ = WATER METER |
| NS = NAIL SET | ⊗ = WATER VALVE/IRRIGATION VALVE |
| Z = COMMON OWNER | ⊙ = FIRE HYDRANT |
| P = PROPERTY LINE | ⊠ = CABLE PEDESTAL |
| L = LOT LINE | ⊕ = TELEPHONE SIGN |
| IRF = FOUND 1/2" IRON ROD | ⊞ = GRATED INLET (TYPE B) |
| IRF2 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "4856" | ⊟ = INLET (TYPE A) |
| IRF3 = FOUND 5/8" IRON ROD | ⊠ = IRRIGATION STAND PIPE |
| CPSF = COTTON PICKER SPINDLE FOUND | ⊡ = TELEPHONE BOX |
| IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" | ⊢ = WATER SERVICE |
| ○ = LIGHT POLE | — I — = IRRIGATION LINE |
| ● = POWER POLE/LIGHT POLE | R.O.W. = RIGHT OF WAY |
| — = GUY WIRE | RCP = REINFORCED CONCRETE PIPE |
| ⊙ = POWER POLE/ELECTRIC METER | H.C.M.R. = HIDALGO COUNTY MAP RECORDS |
| ⊙ = SIGN | H.C.D.R. = HIDALGO COUNTY DEED RECORDS |
| ⊠ = TELEPHONE PEDESTAL | H.C.I.D. = HIDALGO COUNTY IRRIGATION DISTRICT |

PROJECT INFORMATION	
SURVEYED DATE:	09/09/2019
JOB NO.:	190808
DRAWN BY:	GTG
CHECKED BY:	C.V.
REVISIONS:	

CVQ LAND SURVEYORS
LLC
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqllc.com
TBPLS FIRM No. 10119600

STATE OF TEXAS
SURVEYOR'S CERTIFICATION
I, Jorge Rodriguez, a Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on the ground on September 9, 2019, under my direction.
Jorge Rodriguez
R.P.L.S. No. 5303
STATE OF TEXAS
FDR: CITY OF PHARR
SHEET: 4 OF 4



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: October 8, 2019

MEETING DATE: October 21, 2019

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on renewal of agreement between City of Pharr and Peace & Thornton Partnership for Pharr Events Center overflow parking. (Project #1819-65-510-IPQ011-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr through the Pharr Events Center utilizes an area south of the Pharr Events Center owned by Peace & Thornton Partnership for the convenience of Pharr Events Center patrons to use as overflow parking. This arrangement essentially prevents Pharr Events Center guests from parking at Comfort Suites hotel and risk having their vehicles towed during large events at the Pharr Events Center.

The agreement will be for an additional one-year term from November 5, 2019 to November 4, 2020.

Financial Consideration: The fiscal impact, if approved, would be \$600 per month on a month-to-month basis for 12 months.

Staff Recommendation: Staff recommends approval.

Alternatives: The alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Patricia Rigney
Karla Moya

Created/Initiated - 10/8/2019
Approved - 10/10/2019
Approved - 10/17/2019

City Management Office

Final Approval - 10/18/2019

**EXCLUSIVE GROUND LEASE PARKING AGREEMENT
FOR THE CITY OF PHARR
AND THE PHARR EVENTS CENTER**

This Lease Agreement (this "Lease") is made effective as of the 5th day of November 2019, by and between **PEACE & THORNTON PARTNERSHIP ("Landlord")**, and **CITY OF PHARR and its affiliates and corporations ("Tenant")**. Both parties, having been authorized as required by law to be fully and legally bound by the terms and conditions contained herein, agree as follows:

1. LEASED PREMISES.

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Leased Premises") the area attached as Exhibit B herein and incorporated by reference. The Leased Premises is for the benefit of the community and attendees of the Pharr Events Center located at 3000 N. Cage Blvd, Pharr, Texas 78577. When in use, the same terms, conditions, and restriction apply to the area described as Exhibit B without any additional payment by Tenant.

2. TERM: TERMINATION.

- (a) The lease term shall be **month to month**. The lease term will begin on the 5th day of November, 2019 and will terminate on the 4th day of November 2020.
- (b) Either party may terminate this agreement immediately upon delivery of written notice should either party fail to adhere and comply with any of the provisions stated herein. Either party may also terminate the agreement without cause upon delivery of written notice after the expiration of thirty (30) days.

3. LEASE PAYMENTS.

Tenant shall pay the Landlord \$600.00 per month. Such payment shall be payable to Landlord not later than the fifth day of every month. Lease payments shall be made by check or money order made payable to: **PEACE & THORNTON PARTNERSHIP** and mailed to: P.O. Box 184, McAllen, Texas 78505.

4. POSSESSION.

Tenant shall be entitled to exclusive possession of the Leased Premises for use by the City and/or representatives, visitors, and patrons of the Pharr Events Center.

5. PROPERTY INSURANCE.

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Leased Premises and property located on the Premises.

TENANT: _____

LANDLORD: _____

Landlord shall receive copy from tenant of said insurance on the first day of the term of this Lease and immediately upon any changes to the terms or conditions of said insurance coverage including the renewal thereof.

6. DEFAULT.

The parties shall be in default of this Lease if either party fails to fulfill any lease obligation or term by which either party is bound. Subject to any governing provisions of law to the contrary, if either party fails to cure any condition or financial obligation within ten (10) days (or any other obligation within 10 days) after written notice of such default is provided by either party, either party may terminate this lease. In the alternative, both parties may elect to cure any default and the cost of such action shall be added to either party's financial obligations under this Lease. Either party may pay all costs, damages and expenses (including reasonable attorney fees and expenses) suffered by either party by reason of the other party's default pursuant to Section 271.153(3) of the Texas Local Government Code. The non-defaulting party may also seek specific performance or injunctive relief to enforce the provisions contained herein.

7. NOTICE.

Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
PEACE & THORNTON
PARTNERSHIP
P.O. Box 184
McAllen, TX 78505

TENANT:
CITY OF PHARR and its affiliates and
Corporations
P.O. Box 1729
Pharr, TX 78577

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notice of change must be in writing.

8. ENTIRE AGREEMENT/AMENDMENT.

This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing if the amendment is signed by both parties.

9. SEVERABILITY.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

TENANT:_____

LANDLORD:_____

10. WAIVER.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

11. CUMULATIVE RIGHTS.

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

12. GOVERNING LAW.

This Lease shall be construed and enforced in accordance with the laws of the State of Texas. Venue relating to the interpretation and enforceability of this lease shall lie in the courts of Hidalgo County, Texas.

13. LEGAL DESCRIPTION.

The legal description for the Premises is as described in the attached exhibits.

14. SECURITY DEPOSIT.

The parties having negotiated the terms and conditions of the agreement herein, have agreed that no deposit shall be required to bind this agreement or for other remedy or relief.

15. STORAGE.

Landlord shall not be liable for loss of, or damage to items stored on the premises. Tenant may also use the Leased premises to store heavy vehicles, and other transportation used by entertainers and occupants of the Pharr Events Center.

16. LATE PAYMENTS.

Tenant shall pay a late fee equal to \$50.00 for each payment that is not paid within fifteen (15) days after its due date.

17. HOLDOVER.

If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay the Landlord a lease payment for the Holdover period equal to the amount set forth in the Paragraph 3 under Lease Payments. Such holdover shall constitute a month to month extension of this Lease only. Landlord does not waive any right to immediately take possession of the premises during this period and exercise any legal options necessary.

TENANT: _____

LANDLORD: _____

18. RENEWAL TERMS; RIGHT OF FIRST REFUSAL.

Notice of intent to renew this lease shall be done in writing no less than ninety (90) days before the termination date of this lease. If accepted in writing by Landlord, the lease term during any such renewal term, as well as all applicable provisions in this agreement, shall remain in effect. If the tenant and landlord agree on the option to renew the lease, it may be for a period agreed in writing by both Landlord and Tenant.

19. NON-SUFFICIENT FUNDS.

Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

20. MAINTENANCE.

Tenant shall be responsible for maintaining the landscaping and maintenance of the Leased Premises during the Lease Term.

21. LIABILITY INSURANCE.

Tenant shall include the Leased Premises on its general liability insurance during the effective date of this agreement. Landlord shall require that the Landlord receive notice of any termination of such insurance policies.

22. DESTRUCTION OR CONDEMNATION OF PREMISES.

If the Leased Premises are partially destroyed, not caused by Tenant's actions or omissions, in a manner that prevents the conducting of Tenant's use of the Leased Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$10,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$10,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

23. HOLD HARMLESS AND INDEMNIFICATION.

To the extent allowed by law, Tenant agrees to protect, defend, hold harmless and indemnify the Landlord from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgements, liens, court orders, and damages brought by third parties or persons arising out of this agreement or of the leased premises during the lease term that did not arise from the acts or omissions of the Landlord or its agents.

TENANT: _____

LANDLORD: _____

24. ASSIGNMENT AND SUBLETTING: NO TOW CLAUSE.

- (a) Tenant shall not assign this lease to use nor sublet the whole or any part of the leased premises. An assignment or subletting by operation of law shall be void and invalidate this agreement at the discretion of the other party. Valet services are not considered a prohibited assignment under this agreement.
- (b) Landlord agrees that no fees shall be charged to any occupant, visitor, or patron that uses the Leased Premises for parking during any scheduled event.
- (c) Landlord further agrees that no signs shall be erected on the Leased Premises that allows for the towing of any motorized vehicle. Tenant shall have exclusive authority to oversee the use of the Leased Premises and security thereof during the effective date of this agreement.

25. CONDITION OF LAND.

Tenant agrees to leave the leased property in its original condition, or as close to its original condition, as possible, upon completion of the lease agreement as long as any improvements needed where caused by the actual terms of the agreement with regard to the use of the leased property.

26. INSPECTION.

Landlord and Tenant agree that Landlord and designated representatives shall have the right to inspect the premises at any reasonable time, for the purpose of ascertaining the condition of the premises or in order to make such repairs as may be required or permitted to be made by Tenant under the terms of this agreement.

AGREED AND ACCEPTED BY:

LANDLORD: PEACE & THORNTON PARTNERSHIP

Partner: _____

Date: _____

TENANT: CITY OF PHARR and its Affiliates and Corporations

Date: _____

Alex Meade, City Manager

TENANT: _____

LANDLORD: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: October 14, 2019

MEETING DATE: October 21, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Halff Associates for Professional Engineering Services for the City of Pharr Drainage Master Plan.(Project #1920-01-528-S006-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: A Drainage Master Plan is needed to assess the flood risks located within the City of Pharr City Limits and develop a prioritized Capital Improvement Project list will be included with this Master Drainage Plan.

Financial Consideration: Engineering Fee \$328,500

Staff Recommendation: Staff Recommends Approval.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 10/14/2019

Omar Anzaldua

Approved - 10/15/2019

Veronica Gutierrez

Approved - 10/15/2019

Patricia Rigney

Approved - 10/16/2019

Karla Moya

Approved - 10/17/2019

City Management Office

Final Approval - 10/18/2019



October 8, 2019
P35179.001

City of Pharr
118 South Cage Boulevard
Pharr, TX 78577

Attn: Mr. Omar Anzaldua, PE, PMP
City Engineer

Re: Proposal for Professional Services for a Master Drainage Plan

Dear Mr. Anzaldua:

Halff Associates is pleased to provide this proposal to provide professional services needed to assess the flood risks located within the City of Pharr City Limits and work with the Engineering Department to develop a Master Drainage Plan. A prioritized Capital Improvement Project list will be included with this Master Drainage Plan.

Attachment "A" provides our proposed scope of services and fees. The proposed fees identified are lump sum. Our services will be invoiced monthly based on a percent of work complete.

Direct expenses, including those for printing and reproduction, postage, messenger services, and long-distance telephone calls will be billed separately at 1.1 times the direct cost incurred.

We trust this proposal is satisfactory and appreciate the opportunity to be of service to you. **Your signature on the Authorization line below will serve as our notice to proceed with this work.** Kindly email a copy of this notice with your signature to me at rsaenz@halff.com so we can begin work. If you have any questions or comments, please feel free to contact me via email or at (956) 445-5220.

Sincerely,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "R. Saenz", is written over a horizontal line.

Robert L. Saenz, PE, CFM, PMP
Vice President

AUTHORIZED TO PROCEED:

By: _____

Date: _____

ATTACHMENT A

SCOPE OF WORK

Halff Associates (Halff) will provide professional services needed to assess the flood risks located within the City of Pharr City Limits utilizing the previous studies and known areas of flooding concern. Halff will develop a 1-D/2-D hydrology and hydraulic model for the City drainage system to better understand the flood risks and evaluate the benefits of proposed drainage solutions. The solutions will be prioritized by the City Leadership and used by the City as their Capital Improvement Project list and for local, state or federal funding programs.

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

The Scope of Services for this Project are as follows:

Task 1: Project Management and Coordination

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reporting, project presentations, project invoicing, and personnel and data management, among other general project management activities. Specific meetings beyond staff management coordination and regular communications include the following:

1.1 Project Meetings and Coordination

- a. Attend one (1) project kickoff meeting with staff from the City and their representatives. The meeting will be coordinated by the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives. Halff will provide a preliminary schedule of project tasks.
- b. Attend up to six (6) progress meetings with the City of Pharr City Engineer and staff between project initiation and project completion to discuss specific tasks such as data collection, outreach, baseline and future condition modeling, flood mitigation alternatives, project costs, etc. Brief meeting notes shall be submitted to the City within five (5) working days after each meeting.
- c. Written project status reports shall be submitted to the City Engineer monthly along with the invoice. Progress reports shall include a summary of the work completed in the preceding month and describe work expected to be completed in the next month.

1.2 Project Management

- a. Tasks include resource allocation, schedule tracking, budget tracking, client communication, quality control and team coordination.

1.3 Project Outreach

- a. Within one (1) month from the project initiation, Halff will prepare flood inundation maps for the 5-, 10-, 50-, 100-, and 500-year rain-event using Atlas 14 Rainfall data and available Lidar information for the City. The flood inundation maps will be developed using HEC-RAS & HEC-HMS but will not include any sub basin delineation or hydraulic features, for the sake of time. These preliminary inundation maps are a simplistic way to check the flow patterns of the area and identify the areas where elevated flood risks are likely and may not reflect real world flooding conditions. The addition of the hydraulic features and detailed sub basin delineation (to be completed later in Task 2) are to be

included in the detailed hydrologic and hydraulic model and will better reflect actual drainage/flooding conditions.

City Leadership may use these inundation maps at public meetings as a visual representation of City of Pharr's terrain and to announce the goals of the Master Drainage Plan. Halff will be present at these meetings to address any technical questions that the public or City Leadership may have.

- b. Conduct two (2) public meeting to inform the public about the project, identify citizen issues, provide public information regarding the current drainage conditions and potential improvement alternatives, and increase public understanding of the planning process. One public meeting will focus on the needs and improvements to the south of Business 83. The second meeting will be focus on the needs and proposed improvements located to the north of Business 83. Halff will develop the necessary exhibits and/or presentation for these meetings.

Task 2: Base Model and Existing Hazard Identification

Halff will create a City-wide HEC-RAS & HEC-HMS hydrologic and hydraulic model of the existing conditions and include the improvements proposed in the Hidalgo County Drainage District No. 1 (HCDD1) 2018 Drainage Bond Referendum that are located within the City Limits of Pharr. Project data shall be provided by the City, as well as from other sources such as field site investigation by Halff, Hidalgo County Precinct No. 2 and No. 4, HCDD1, the Federal Emergency Management Agency (FEMA), the United States Army Corp of Engineers (USACE), Texas Department of Transportation (TxDOT), Franchise Utility Companies and other consultants, if necessary. Data review tasks will generally include comprehensive analysis of June 2018 flood information, reports, record drawings, and GIS information to determine the accuracy and validity of each. Halff will utilize these base files to prepare our model to develop drainage design solutions needed to improve the overall drainage system.

Available LiDAR information will be used to establish surface improvements located within flood areas of the watershed. This does **not** include survey of any subsurface facilities. Existing underground structures or utilities not accessible will be obtained from record drawings and utility locating services provided by the City.

2.1 GIS Data

- a. Halff will collect and catalogue all relevant GIS data including, but not limited to, storm drain network, terrain (LiDAR) data, land use/zoning, FEMA mapping, planimetries, political boundaries, development and subdivisions, detention pond locations, utility information, parcel information, etc.
- b. All GIS data gathered will be organized in a Geodatabase format for use during the project and will be provided to the City upon completion of the project.

2.2 Field Reconnaissance

- a. Halff will conduct up to 3 field visits of risk areas identified by Halff where access is available from public right-of-way (R.O.W.) to confirm hydraulic data that will be included within the existing conditions model. Data (Manning's roughness, pipe sizes and materials at major crossings, existing storm drains greater than 24") collected will be used to update and validate the structure of the model. Site visits will be conducted by

two (2) persons, an Engineer and an EIT/Intern. During the site visits, Halff will geolocate all features, photograph the feature, and include notes regarding the dimensions, material and condition of the drainage feature.

- b. Limited survey will be conducted in select areas, and as required, to verify existing conditions. This scope assumes five (5) days of ground survey for a 2-man survey crew.
- c. Once the field verification process is complete, the GIS data will be evaluated for completeness and correctness and finalized. The data will be provided to the City as part of the final submittal.

2.3 Existing Conditions Hydrology and Hydraulics (H&H) and Incorporate HCDD1's 2018 Drainage Bond Referendum Projects to Existing Model

- a. Any existing hydrologic models, provided by the City or HCDD1, will be reviewed and if applicable, utilized in the development of the Existing Conditions Hydrologic and Hydraulics Model. Halff will study the contributing watershed and review the 2-D H&H models developed for HCDD1 as the basis for building a new 1-D/2-D hydrologic and hydraulic model for the City using HEC-RAS & HEC-HMS. Halff will modify basins as needed to reflect interior drainage conditions within the Pharr City Limits.
- b. Any existing hydraulic models provided by the City will be reviewed for adequacy and updated if necessary, based on the most current terrain dataset (and field survey cross sections as needed, where available and provided by the City).
- c. Halff will modify and develop sub basins that reflect the interior and regional drainage contributing to the City of Pharr using GIS. The hydrology for these basins will be developed using the SCS Curve Number Methodology, and a routing method from TR-55. The hydrology will be utilized within HEC-RAS & HEC-HMS and compared to the existing FEMA Flood Insurance Study (FIS) where applicable. Hydraulics will be modeled within HEC-RAS & HEC-HMS. Inlet level detail will only be applied at critical areas identified throughout the project.
- d. Halff will incorporate into the existing conditions hydrologic and hydraulic models the improvements for the following HCDD1 2018 Drainage Bond Referendum Projects, as provided to Halff by HCDD1 or the City of Pharr:
 - i. Project 13 – Hidalgo Drain
 - ii. Project 16 – Jackson Road Drain
 - iii. Project 17 – Las Milpas Drainage Improvements
 - iv. Project 31 – Pharr-McAllen Drain
 - v. Project 33 – South I Road Detention
 - vi. Project 34 – South Lateral Drain

Halff assumes that models for all these HCDD1 2018 Drainage Bond Referendum Projects will be provided by either the City of Pharr or HCDD1. Halff will not be creating or making significant changes/corrections to the models for these improvements.

2.4 Identify Existing Drainage Problems and Prepare Existing Conditions Inundation Maps

- a. Evaluate existing flood hazards based on the updated modeling and mapping.
- b. Halff will prepare flood inundation maps for the 10-, 50-, 100-, and 500-year rain-event for the entire City of Pharr using Atlas 14 Rainfall data and the refined existing conditions model.

Task 3: Future Condition Analysis and Proposed Improvements

Consider a variety of strategies to reduce flood risk within the City of Pharr. Halff will analyze the data obtained from the Hydrologic and Hydraulic (H&H) Analysis and will develop proposed improvements for the City to consider for the proposed drainage capital improvement projects. This effort will consider the expected future growth of the area in the development of these alternatives. Proposed hydrologic and hydraulic facilities will be designed per the current City of Pharr development guidelines and criteria. Consider one (1) additional level of service, such as the 25-year or 50-year where 100-year (or 500-year) capacity projects are financially or physically impractical.

The results of the H&H modeling will be used to develop the preliminary improvements, priority list, schematics, and preliminary opinion of construction cost. Schematic drainage exhibits will be developed to provide an illustration of drainage basins, calculation of runoff volumes, preliminary layout and sizing of drainage collection systems.

3.1 Develop Future Conditions Hydrology and Hydraulics Model

- a. Determine expected development levels using land-use data from the City where available. The use of future land-use data and how to estimate areas with no land-use data will be discussed with the City. Future thoroughfares may also be considered in the development of the future scenario.
- b. Update the hydrologic parameters including the loss parameters (% impervious cover) as well as the hydrograph parameters. Soil parameters will remain consistent with the existing conditions as they are not expected to change. Storage routing may be updated if needed.
- c. Develop H&H models with the updated parameters, execute and refine the models. The future conditions model will not include any changes to the channels or additional detention. It will be used as a comparison to existing conditions to determine the expected increases in discharges due to future development and to size improvements.

3.2 Develop Flood Mitigation Solutions

- a. Halff will conduct an H&H analysis and develop project solutions for up to eight (8) identified drainage problem areas using updated field and survey data collected. Halff will utilize the existing H&H models to the maximum extent practicable. Flood mitigation solutions will be limited to two (2) structural alternatives and one (1) non-structural alternative per drainage problem area. Flood protection may include the following structural and non-structural measures as independent and combination solutions:

Structural Alternatives

- Storm drain system improvements
- Road crossing improvements
- Channel improvements
- Detention and Retention Ponds
- Flood walls
- Pump stations

Non- Structural Alternatives

- New development requirements
 - Property buy-outs
 - Hazard classifications
 - Modifications to current drainage maintenance criteria, policies, or standards.
- b. Conduct hydrologic and hydraulic modeling of proposed improvement alternatives to achieve a 100-year level of service based on the future conditions modeling completed in Task 3.1. A location map will be developed for each project which includes the extents and information regarding the proposed channel configuration.
- i. Conduct hydrologic and hydraulic modeling of proposed channel improvement alternatives to achieve one (1) alternative level of service (50-year, etc.) based on the future conditions modeling completed in Task 3.1. The specific level of service will be discussed with the City prior to modeling the scenario. A location map will be developed for each project which includes the extents and information regarding the proposed channel configuration.
- Develop planning level concepts for the proposed channel improvements. Concept sketches may be used for the public meetings.
- ii. Conduct hydrologic and hydraulic modeling of proposed regional detention improvement alternatives to achieve a 100-year level of service based on the future conditions modeling completed in Task 3.1 for areas north of Business 83 and a 500-year level of service for areas south of Business 83. A location map will be developed for each project which includes the extents and information regarding the proposed detention configuration.
- Develop planning level concepts for the proposed detention improvements, including any improvements that may have multiple uses such as parks and recreational uses. Concept sketches may be used for the public meetings.

3.3 Preliminary Opinion of Probable Construction Cost

- a. Halff will develop rough order of magnitude opinion of probable construction cost for each improvement project. We will utilize industry standards and recent bid tabulations to develop preliminary cost. The project estimates will be projected several years out to

accommodate potential inflation and provide an option for the City to use for their final cost for budgeting.

Task 4: Prioritize and Implement Identified Projects (Capital Improvement Plan (CIP))

Projects will be prioritized to be used by the City for projects funded by any of the following agencies: City bond election, Community Development Block Grant Program (CDBG), Texas Department of Emergency Management (TDEM), Texas Water Development Board (TWDB), Texas Department of Transportation (TxDOT), General Land Office (GLO), Federal Emergency Management Administration (FEMA), U.S. Army Corp of Engineers (USACE), Economic Development Administration (EDA), U.S. Department of Housing and Urban Development (HUD), or other federal and state agencies.

4.1 Evaluate, Categorize and Prioritize Projects

- a. Develop prioritization criteria and weighting specific to the City of Pharr.
- b. Select projects identified and evaluated in the alternative's analysis task based on acceptability to the public, effectiveness with respect to flood reduction, and cost effectiveness given current and projected future funding constraints. Consider several categories of projects, including operation and maintenance projects, small CIP, large CIP, and reserve, or "opportunity" projects.
- c. Implementation Plan – Develop a planned approach for implementation of recommended projects based on identified constraints.
- d. Develop project classification and assign a priority score based on the criteria developed in Task 4.1.a.
- e. Identify project constraints and associated costs including:
 - i. Utility relocation
 - ii. Land acquisition and associated cost
 - iii. Environmental permitting and mitigation
- f. Develop fact sheets for prioritized projects. Fact sheets will include information such as project name, project location map, description including design configuration specifics, estimated cost for design and construction, timeframe, and other information. Fact sheets will be linked to a GIS feature.

4.2 Identify Alternative Funding Sources

- a. Consider alternative funding sources, such as utility fees, impact fees, bond programs, grant opportunities and other mechanisms to help fund recommended projects.

Task 5: Prepare Drainage Master Plan

The Drainage Master Plan submittal will include the project deliverables; a detailed narrative discussing the data collection and inventory process, compilation of all the data collected and evaluated, updated digital information including GIS, H&H models, photos, conceptual solutions, schematic renderings, and a prioritized CIP plan.

SCOPE OF SERVICES TO BE PROVIDED BY THE CITY

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

The City will provide to the Engineer the following:

1. Provide the authorization to proceed with services.
2. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
3. Provide any available relevant data the City may have on file concerning the project.
4. Provide the H&H models for the HCDD1 2018 Drainage Bond Referendum Projects located within the City of Pharr.
5. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule.
6. Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7. Previous Hydrological and Hydraulic Studies and models.
8. Updated GIS files of the City's drainage system.
9. Updated LiDAR, if available.

ADDITIONAL SERVICES

These services are not included in the scope of services but can be provided for an additional fee.

1. Additional Topographic Survey for Design, if needed

This task includes field ties to all surface improvements located onsite, establishing horizontal and vertical control for the project to be utilized by the contractor, and obtaining supplemental site topography required for the design. This work is for survey not included in the existing conditions analysis. This does **not** include survey of any subsurface facilities other than wastewater & storm sewer. Existing underground structures or utilities not accessible will be obtained from record drawings and utility locating services.

2. Additional Meetings & Project Coordination

Halff will participate in additional meetings above the specified base amount with the City of Pharr, as requested.

WORK SCHEDULE**TABLE A.1**

TASK	DURATION
Preliminary Inundation Maps	4 WEEKS
Base Model and Existing Hazard Identification	12 WEEKS
Future Conditions Analysis and Proposed Improvements	16 WEEKS (INTERMEDIATE DELIVERABLES)
Prioritize and Implementation Plan for Projects	4 WEEKS
Prepare Drainage Master Plan	4 WEEKS

FEE SCHEDULE

TABLE A.2

TASK NUMBER	TASK DESCRIPTION	FEE
1	Project Management	\$90,500
2	Base Model and Existing Hazard Identification	\$58,750
3	Future Conditions Analysis and Proposed Improvements	\$96,250
4	Prioritize and Implementation Plan for Projects	\$35,000
5	Prepare Drainage Master Plan	\$30,000
TOTAL		\$310,500
	Reimbursement	\$18,000
TOTAL + Reimbursement		\$328,500

ADDITIONAL SERVICES FEE SCHEDULE

TABLE A.3

TASK DESCRIPTION	FEE
Topographic Surveying- 2 Crew Party, Hourly	\$ 195/HR
Additional Meetings, Hourly	Varies. SEE TABLE A.4

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax, on certain kinds of surveying services, but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

TABLE A.4

Labor Category	Level	Hourly Billing Rate Starting on				
		7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Engineer	I	110.00	113.00	116.00	119.00	123.00
	II	133.00	137.00	141.00	145.00	149.00
	III	178.00	183.00	188.00	194.00	200.00
	IV	222.00	229.00	236.00	243.00	250.00
	V	343.00	353.00	364.00	375.00	386.00
Scientist	I	89.00	92.00	95.00	98.00	101.00
	II	122.00	126.00	130.00	134.00	138.00
	III	162.00	167.00	172.00	177.00	182.00
	IV	191.00	197.00	203.00	209.00	215.00
	V	311.00	320.00	330.00	340.00	350.00
Surveyor	I	91.00	94.00	97.00	100.00	103.00
	II	104.00	107.00	110.00	113.00	116.00
	III	140.00	144.00	148.00	152.00	157.00
	IV	179.00	184.00	190.00	196.00	202.00
Field Tech	I	62.00	64.00	66.00	68.00	70.00
	II	79.00	81.00	83.00	85.00	88.00
	III	97.00	100.00	103.00	106.00	109.00
	IV	129.00	133.00	137.00	141.00	145.00
	V	191.00	197.00	203.00	209.00	215.00
Office Tech	I	66.00	68.00	70.00	72.00	74.00
	II	81.00	83.00	85.00	88.00	91.00
	III	104.00	107.00	110.00	113.00	116.00
	IV	126.00	130.00	134.00	138.00	142.00
	V	180.00	185.00	191.00	197.00	203.00
Administrative	I	65.00	67.00	69.00	71.00	90.00
	II	80.00	82.00	84.00	87.00	112.00
	III	100.00	103.00	106.00	109.00	149.00
	IV	133.00	137.00	141.00	145.00	277.00
	V	246.00	253.00	261.00	269.00	90.00
Specialist	I	87.00	90.00	93.00	96.00	99.00
	II	121.00	125.00	129.00	133.00	137.00
	III	157.00	162.00	167.00	172.00	177.00
	IV	209.00	215.00	221.00	228.00	235.00
	V	306.00	315.00	324.00	334.00	344.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: October 15, 2019

MEETING DATE: October 21, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager amend the contract with Garcia Infrastructure Consultants, LLC. for additional construction management services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict. (Project #1718-01-510-S025-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for additional construction management services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict.

Financial Consideration: Original Contract: \$12,000

Amendment No. 1 \$8,000

Revised Contract Amount \$20,000

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with Garcia Infrastructure Group Inc. for additional Construction Management Services for the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail, I-Road Tunnel Crossing conflict in the amount of \$8,000.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

Veronica Gutierrez

Created/Initiated - 10/15/2019

Approved - 10/15/2019

Approved - 10/15/2019

Patricia Rigney
Karla Moya
City Management Office

Approved - 10/16/2019
Approved - 10/18/2019
Final Approval - 10/18/2019



October 10, 2019

Mr. Omar Anzaldua, P.E.
City Engineer
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Reference: Hike & Bike Lift Station Project

Dear Mr. Anzaldua,

Garcia Infrastructure Consultants, LLC (GIC) is requesting additional compensation in the amount of \$8,000.00 to cover effort associated with the City of Pharr Hike and Bike Lift Station Project. GIC was engaged by the City of Pharr (City) to assist with construction phase services pertaining to this project. Our Scope was limited to review of Contractor's Submittals, RFIs, and Change Order Requests. Services also included periodic site visits. Our current fee for construction phase services is \$12,000 and was based on a 6-month construction schedule. Refer to **Attachment A**.

Services have expanded and GIC has exceeded its budget primarily due to additional field site visits, extended construction schedule, coordination with other entities and construction phasing between multiple contractors, as well as assisting with several design modifications that were required through no fault of GIC. A notice to proceed was issued on July 30, 2018. Therefore, as of today, schedule has extended to over 14-months (7 months beyond the original schedule). Construction continues and coordination is still pending among different construction companies. In addition, various emergency site construction meetings were conducted to mitigate damages sustained to the new lift station when it was already operational.

GIC has continued to provide project oversight. These visits are imperative to help resolve conflicts identified during construction and address contractor inquiries. Provided below is a summary of example of specific issues associated with this project that justify on request for additional funds.

- As mentioned, the schedule has extended from the original 6-months to 14-months. Project remains unfinished.
- GIC assisted with realignment of the of the influent sewer main due to a conflict discovered with an existing AT&T Fiber Optic Line. The fiber optic line was not in conflict during design. The fiber optic line was damaged by the County's Contractor and the replacement line was installed in conflict with the proposed manhole was to be construction to divert flow to the new lift station. GIC was able to resolve this issue within the existing contract amount and a change order was not required.
- GIC coordinated with the Contractor to add a protective canopy cover over the electrical control panel as a project betterment.
- GIC coordinated with the Contractor to oversee the repairs of the new force main due to installation of several light poles by the County's Contractor. This included the temporary repairs then the permanent repairs with retrained fittings that were not available during the emergency repairs. Again, this required multiple site visits and meetings with City and Staff.

Mr. Omar Anzaldua, P.E.

City of Pharr

Page 2

October 10, 2019

- GIC coordination with County's Contractor and City's Contractor regarding the modifications to the sidewalk to be constructed by the County's Contractor.
- Continued coordination with all stakeholders on this project is ongoing, County, City, etc.

GIC continues to work and maintains close communication with all project stakeholders. This includes the City's Field Inspector, Engineering Department, and Contractor (FSSI).

GIC is requesting an additional \$8,000.00 to cover our effort associated with this project.

GIC greatly appreciates the privilege to serve the City of Pharr.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Javier Garcia', with a stylized flourish at the end.

Javier Garcia, P.E.

Managing Partner

File



ATTACHMENT A

Original agreement designating 6-month construction schedule



SCOPE OF SERVICES
City of Pharr
Hike and Bike Lift Station
July 24, 2018

This document defines Garcia Infrastructure Consultants, LLC (GIC) Scope of Services and associated fee for the subject project. Design documents developed for this project were developed by a separate engineering company. GIC's Scope of Work is limited to assisting the City of Pharr (City) with construction phase services and assisting the City confirm that plans conform to the contract documents. GIC is not responsible for the engineering design since we are not the Engineer of Record. This project includes electrical components.

GIC is not authorized to make design changes without the approval of the Engineer of Record.

Task 1: Construction Contract Administration

Construction Contract Execution

GIC will assist the City to issue five (5) sets of the Contract Documents (conformed set) for the contractor. The conformed set will be provided by the City. No hard copies will be issued to the Contractor. Two (2) copies will be provided to the City.

Pre-Construction Conference

GIC will attend one (1) Pre-Construction Conference prior to beginning work.

Visits to Site and Observation of Construction

GIC will perform periodic site visits during construction. GIC anticipates making approximately six (6) visits to observe work progress. GIC will visit site at substantial completion and final acceptance. These visits are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of work based on GIC's exercise of professional judgment. Based on information obtained during such visits and such observations, GIC will evaluate whether Contractor's work is in general accordance with the Contract Documents.

The purpose of these site visits are to better carry out our duties and responsibilities specifically assigned in this Agreement to GIC, and to provide the City the confidence that the Work will conform in general to the Contract Documents. GIC shall not, during such site visits, supervise, direct, or have control over Contractor's work, nor shall GIC have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's performance nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.



It is our understanding that day to day field inspection will be provided by the City's Inspector. GIC does not have an electrical engineer on staff and unable to provide any specialty type inspection.

Defective Work

GIC will recommend to the City that Contractor's work be disapproved and rejected if GIC believes that such work does not generally conform to Contract Documents.

Clarifications and Interpretations

GIC will respond to Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by City.

Change Orders

GIC will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples

GIC will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Applications of Payment

Based on its observations and on review of applications for payment and accompanying supporting documentation, GIC will approve the amounts that the City recommends Contractor be paid.

By recommending any payment, GIC shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to GIC in this Agreement.

Task 2: Project Closeout

Substantial Completion

GIC will, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work

GIC will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that GIC may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, GIC shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of GIC's knowledge, information and belief based on the extent of its services.



GIC shall not be responsible for the acts or omissions of any Contractor, or of any other their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. GIC shall not have the authority or responsibility to stop the work of any Contractor.

Record Drawings

GIC will issue Record Drawings. However, since GIC is not the Engineer of Record nor has access to any CADD files for this project we are unable to issue true Record Drawings. This set will be scanned and one (1) hard copy and (1) electronic (PDF) copy will be provided to the City.

ADDITIONAL SERVICES

Other Additional Services excluded but may be provide on a time and expense basis if required by the City include:

- Topography survey, if requested or required by the City .
- Assisting the City in acquiring easements.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction the project, including the preparation of engineering data and reports for assistance to the City .
- Providing professional services associated with the discovery of any hazardous water or materials in the project area.
- Providing construction staking.
- Assisting the City or Contractor in the deference or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by GIC on a fee basis negotiated by the respective parties, outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Providing any other professional services requested by the City as a part of this project that are not listed in the Scope of Services.

CONSTRUCTION SCHEDULE

Our fee is based on a six (6) month construction schedule. If the schedule extends beyond 6 months, GIC will submit a proposal for the City's consideration.

BASIS OF COMPENSATION

GIC proposes to render the services noted above on a lump sum basis in accordance to the fee scheduled as presented in Table 1 – Summary of Project Fees.

Exhibit C

Fee Estimate



TABLE 1
Summary of Project Fees

Task Number	Task Description	Fee
1	Project Management	\$1,000.00
4	Services During Construction (Site Visits, Shop Drawings, RFI, Submittals, Change Orders, & Pay Estimates).	\$9,500.00
5	Project Closeout (Substantial and Final Completion Site Visit)	\$1,500.00
Total		\$12,000.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 11.A.

DATE SUBMITTED: October 17, 2019

MEETING DATE: October 21, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with legal regarding Cause No. C-4349-17-B, City of Pharr v. Saenz Utilities Contractors, et. al.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 10/17/2019
Final Approval - 10/18/2019