

**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, AUGUST 17, 2020**

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. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). 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.*

3. 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 hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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

A) Submission of Sales Tax Collection Report for August 2020.

B) Submission of Property Tax Collection Report for July 2020.

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

A) Approval of Minutes for August 3, 2020 Regular Called Meeting and August 11, 2020 Workshop Session. (ADMINISTRATION)

B) Consideration and action on request from Hidalgo County Elections Department to use the Pharr Development and Research Center and the Jose "Pepe" Salinas Recreation Center as Early Voting and Election Day polling locations for the November 3, 2020 General Elections. (ADMINISTRATION)

C) Consideration and action on Development Services Cases:

1. Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting 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 Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. **CUP#100623**

2. The City of Pharr, d/b/a Pharr Events Center, 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 Lot 1, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3000 North Cage Boulevard. **CUP#160627**

3. R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. **CUP#120529**

4. Smokin' Moon, 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 Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

AGENDA REGULAR MEETING
August 17, 2020

5. Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acre, more or less, out of Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1. **CUP#120424**

6. Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. **CUP#170740**

7. Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. **CUP#190641**

D) PLATS:

1. NAIN Engineering, L.L.C., representing Benjamin Cavazos, Member of Badger's Investments, L.L.C., is requesting final plat approval of the proposed G.E.C. Subdivision. The property is legally described as being a 4.13-acre tract of land, out of Lot 96, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5201 North Veterans Boulevard ("I" Rd.). **SUB#190718**

2. Pablo Soto Jr., P.E., representing Carmen Aurelia De La Fuente, owner, is requesting final plat approval of the proposed Feroll Estates Subdivision. The property is legally described as being a 0.96-acre tract of land, out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1300 Block of West Greg Drive. **SUB#200208**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance allowing temporary outdoor dining. (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Resolution approving Stonegarden Grant Program (OPSG) for Funding Year 2019 to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations. (POLICE)

C) 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)

7. ADMINISTRATIVE:

A) Discussion and action for vote on proposed tax rate increase and schedule public hearing. (FINANCE)

B) Consideration and action, if any, on submittal to Hidalgo County for CARES Act Supplement/Emergency Funding and finding all submittals reasonable and necessary for the intended use. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, on the City Manager accepting the purchase of the property located at 424 N. Cage in the amount of \$49,289.00. (GMCD)

B) Consideration and action, if any, on the purchase and installation of data cabling for the Police Department from Telepro Communications through TIPS #200105. (Project No. 1920-01-518-S048-001) (IT)

C) Consideration and action, if any, on the purchase of two payment kiosks for Municipal Court and Utility Billing from AdComp Systems Inc. in the amount of \$87,992.64 utilizing CARES funding. (Project No. 1920-01-518-P029-001) (IT)

D) Consideration and action, if any, on the purchase of a 50' Sequoia Christmas Tree for downtown Pharr from Arnett Marketing, LLC thru BUYBOARD Contract #562-18 (Project No. 1920-01-522-P030-001) (PARKS)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal Cooperative Agreement between the Cities of Edinburg and Pharr to utilize Tetra Tech for Emergency Debris Removal Monitoring and Planning Services. (Project No. 1920-01-517-S049-001) (PUBLIC WORKS)

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B) Consideration and action, if any, authorizing the City Manager to amend the existing design-build contract with International Consulting Engineers (ICE) for Phase II of the Downtown Gateway and Lighting Improvements. (Project No. 1819-39-510-S026-001) (ENGINEERING)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 14th day of August 2020 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 14th day of August 2020.


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

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 - 8/13/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: August 12, 2020

MEETING DATE: August 17, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for August 2020.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

SALES TAX HIGHLIGHTS

City of Pharr shows an INCREASE of 3.54% YTD TRUE GROWTH compared to last Year 2019 and an INCREASE of 13.89% in collected payment compared to last August 2019.

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

THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Saavedra

Edward Wylie

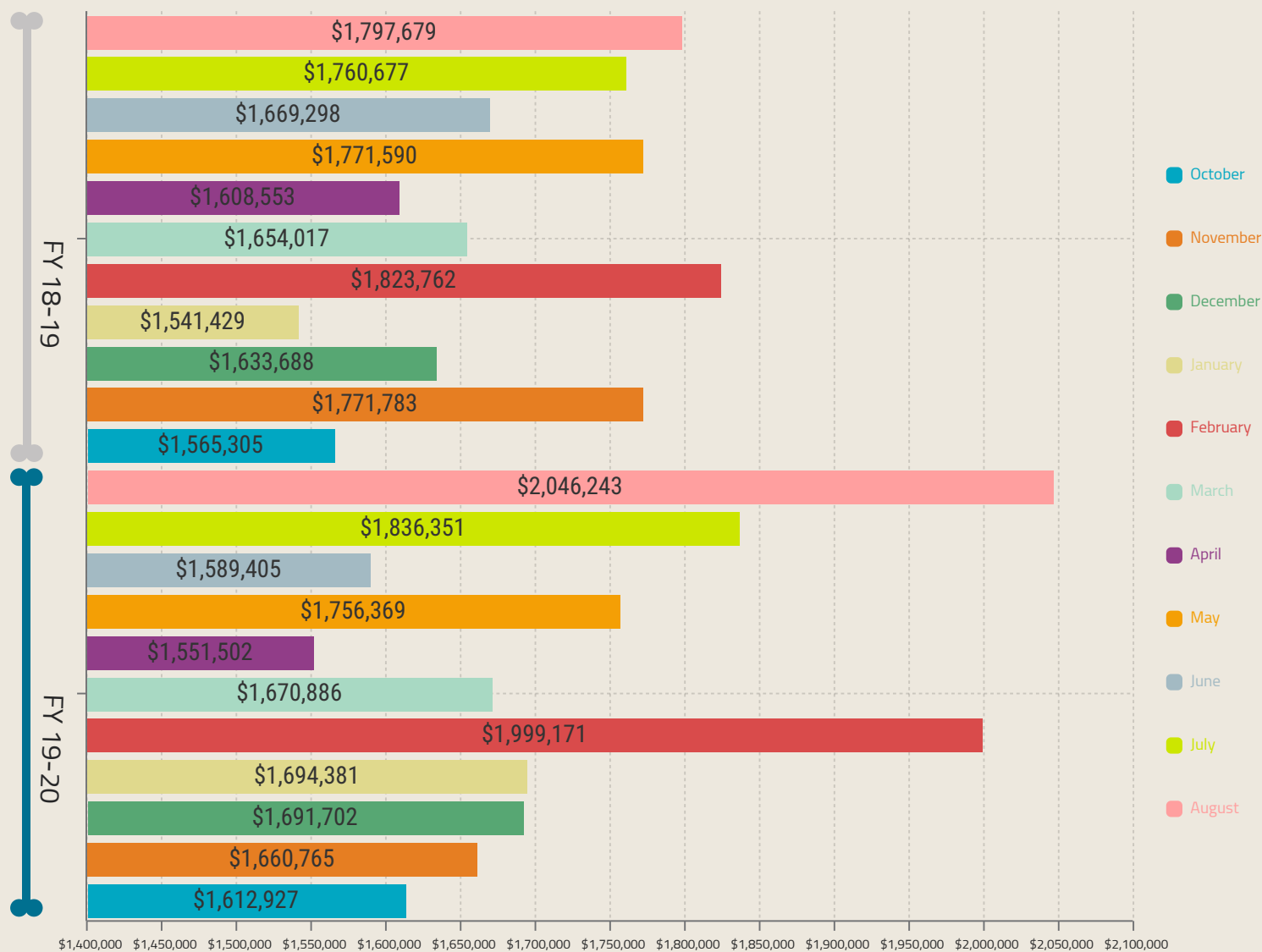
Created/Initiated - 8/12/2020

Final Approval - 8/14/2020

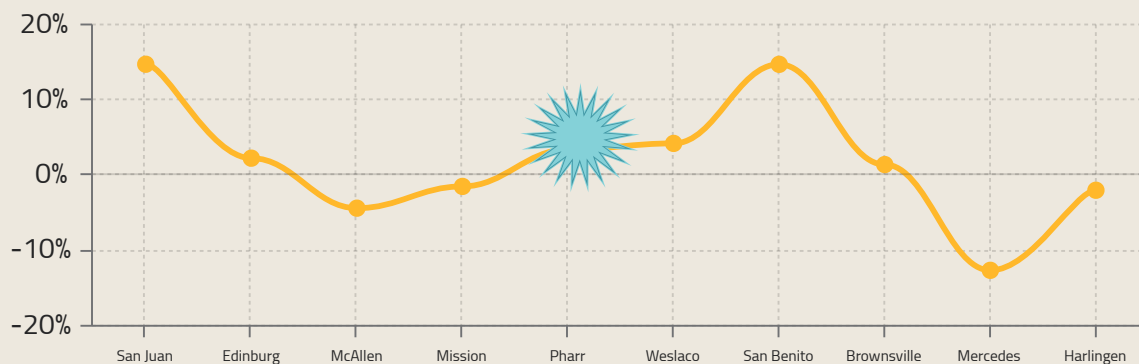
Sales Taxes Collection Snapshot-August 2020



3.54% Increase in Sales Tax
from Last Year*



Ranked No. 4
compared to neighbor
Cities



*Excludes February 2019 One-Time Payment of \$636,901.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Property Tax Collection Report for July 2020.

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 July 2020 are \$21,298,359 or 95.22% collected out of this Year's Levy . This is -0.16 % lower than last year.

Delinquent Tax

Delinquent Tax Collections as of July 2020 are \$520,497 which is 21.21% collected out of previous year's tax rolls. This is a decrease of -1.19% compared to last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Saavedra
City Management Office

Created/Initiated - 8/13/2020
Final Approval - 8/14/2020

BA

PREPARED BY: Bianca Guerra

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
JULY 2020**

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 2019/2020	COLLECTED 2018/2019
2019 TAX ROLL	22,493,508.68	21,298,359.71	-	(125,384.74)	1,069,764.23	95.22%	95.38%
2018 & PRIOR YRS	2,556,147.78	520,496.47	(67,633.68)	(34,486.17)	1,933,531.46	21.21%	22.40%
ROLLBACK	96,895.20	164,965.42	-	74,974.76	6,904.54	95.98%	36.99%
TOTALS	25,146,551.66	21,983,821.60	(67,633.68)	(84,896.15)	3,010,200.23		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JULY 2020

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	190,369.08	(20,756.84) CURRENT
CURRENT YEAR-P&I	32,137.52	
PRIOR YEARS-BASE TAX	45,871.46	(86.18) PRIOR
PRIOR YEARS-P&I	18,320.73	
ROLLBACK	-	ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	30,105.29	(67,633.68) PURGED
TOTAL COLLECTIONS	316,804.08	(88,476.70)
LESS TRANSFERRED	202,075.34	
LESS IN TRANSIT	108,898.87	
LESS DUE TO HCAD COMM. FEE	41.87	
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 JULY 2020 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF AUGUST 2020 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF JULY 2020

<u>AD VALOREM - CITY OF PHARR</u>	<u>2019-2020</u>	<u>2018-2019</u>	<u>DIFFERENCE</u>
<u>2019 CURRENT</u>			
ORIGINAL LEVY	22,493,508.68	19,278,100.58	3,215,408.10
MODIFICATIONS	(125,384.74)	(142,455.18)	17,070.44
CURRENT LEVY	22,368,123.94	19,135,645.40	3,232,478.54
CURRENT COLLECTIONS THIS MONTH	190,369.08	134,446.68	55,922.40
CURRENT COLLECTIONS TO DATE	21,298,359.71	18,250,660.52	3,047,699.19
OUTSTANDING TO DATE	1,069,764.23	884,984.88	184,779.35
PERCENT COLLECTED/ORIGINAL	94.69%	94.67%	0.02%
PERCENT COLLECTED/MODIFIED	95.22%	95.38%	-0.16%
TOTAL COLLECTIONS FISCAL YEAR	21,298,359.71	18,250,660.52	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,556,147.78	2,534,188.08	21,959.70
MODIFICATIONS	(102,119.85)	(77,760.38)	(24,359.47)
DELINQUENT LEVY	2,454,027.93	2,456,427.70	(2,399.77)
DELINQUENT COLLECTIONS THIS MONTH	45,871.46	31,645.18	14,226.28
DELINQUENT COLLECTIONS TO DATE	520,496.47	550,242.13	(29,745.66)
OUTSTANDING TO DATE	1,933,531.46	1,906,185.57	27,345.89
PERCENT COLLECTED/ORIGINAL	20.36%	21.71%	-1.35%
PERCENT COLLECTED/MODIFIED	21.21%	22.40%	-1.19%
TOTAL COLLECTIONS FISCAL YEAR	520,496.47	550,242.13	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	96,895.20	13,987.55	82,907.65
MODIFICATIONS	74,974.76	139,799.12	(64,824.36)
ROLLBACK LEVY	171,869.96	153,786.67	18,083.29
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	164,965.42	56,891.47	108,073.95
OUTSTANDING TO DATE	6,904.54	96,895.20	(89,990.66)
PERCENT COLLECTED/ORIGINAL	170.25%	406.73%	-236.48%
PERCENT COLLECTED/MODIFIED	95.98%	36.99%	58.99%
TOTAL COLLECTIONS FISCAL YEAR	164,965.42	56,891.47	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF JULY 2020

33

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEES	TOTAL	TRANSF.	DIFF.	DATE OF TRANSF.
1-Jul	38,614.84	5,718.03			2,349.72	820.61			721.34		48,224.54		48,224.54	
2-Jul	2,937.33	395.69			1,135.69	489.38			473.54		5,431.63		5,431.63	
6-Jul	19,098.01	2,847.72			1,980.82	638.21			1,388.49		25,953.25		25,953.25	
7-Jul	9,851.98	1,360.87			935.14	256.88			474.37		12,879.24	86,700.66	(73,821.42)	14-Jul
8-Jul	8,166.79	1,073.67			266.00	129.80			113.11		9,749.37	9,749.37	(0.00)	15-Jul
9-Jul	10,151.81	1,582.95			93.50	66.40			568.07		12,462.73	12,462.73	-	16-Jul
10-Jul	11,121.57	1,848.70			1,412.33	492.96			2,099.52		16,975.08	16,975.08	(0.00)	17-Jul
11-Jul	(20,620.44)	(4.81)			(90.76)	(16.52)			(12.04)		(20,744.57)		(20,744.57)	SUPP 10
13-Jul	3,789.07	539.33			721.24	301.26			660.62		6,011.52		6,011.52	
14-Jul	10,095.71	1,699.09			2,986.48	1,025.88			2,140.14		17,947.30	3,214.25	14,733.05	21-Jul
15-Jul	4,533.01	684.11			705.89	208.41			762.36		6,893.78	6,893.78	-	22-Jul
16-Jul	5,393.71	733.01			1,596.26	1,151.02			1,054.47		9,928.47	9,928.47	-	23-Jul
17-Jul	5,907.13	984.00			523.59	164.95			1,039.04		8,618.71	8,618.71	-	24-Jul
20-Jul	5,922.61	854.99			1,444.44	527.39			982.29		9,731.72	9,731.72	(0.00)	27-Jul
21-Jul	6,290.64	988.19			869.17	275.11			1,137.54		9,560.65	9,560.65	0.00	29-Jul
22-Jul	16,673.82	2,861.96			582.59	208.48			2,937.48		23,264.33	23,264.33	(0.00)	30-Jul
23-Jul	2,213.59	216.04			1,587.94	515.30			442.72		4,975.59	4,975.59	-	31-Jul
24-Jul	5,411.60	890.89			2,490.45	931.86			1,380.49		11,105.29	11,105.29	-	3-Aug
28-Jul	13,131.59	1,966.64			13,699.51	6,480.99			4,950.01		40,228.74	40,228.74	-	4-Aug
29-Jul	5,267.38	549.96			666.93	307.03			766.94		7,658.24	7,658.24	-	5-Aug
30-Jul	6,015.32	955.55			1,003.69	345.14			1,114.18		9,433.88	9,433.88	-	10-Aug
31-Jul	20,402.01	3,290.94			8,910.84	3,000.19			4,910.61		40,514.59	40,472.72	41.87	11-Aug
											-		-	
TTL	190,369.08	32,137.52	0.00	0.00	45,871.46	18,320.73	0.00	0.00	30,105.29	0.00	316,804.08	310,974.21	5,829.87	

OVERALL TOTAL	316,804.08
LESS REFUNDS	0.00
LESS HCAD COMM FEES	41.87
LESS COMM/COST	5,788.00
BALANCE	310,974.21
LESS TRANSFERRED	202,075.34
LESS TRANSF IN TRANSIT	108,898.87
BALANCE PENDING	0.00

08/07/2020 21:06:41 3537516
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2020 THRU 07/31/2020
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 40
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.567100	150,443.70	.00	25,397.43	10,091.75-	165,749.38	21,233.04	.00	.00	197,074.17
	I & S	.150500	39,925.38	.00	6,740.09	2,678.21-	43,987.26	.00	.00	.00	46,665.47
	TOTAL	.717600	190,369.08	.00	32,137.52	12,769.96-	209,736.64	21,233.04	.00	.00	243,739.64
2018	M & O	.567100	23,912.11	.00	6,812.08	119.23-	30,604.96	4,954.19	.00	.00	35,678.38
	I & S	.081900	3,453.40	.00	983.75	17.21-	4,419.94	.00	.00	.00	4,437.15
	TOTAL	.649000	27,365.51	.00	7,795.83	136.44-	35,024.90	4,954.19	.00	.00	40,115.53
2017	M & O	.567100	8,463.65	.00	3,418.95	.00	11,882.60	1,946.88	.00	.00	13,829.48
	I & S	.081900	1,222.31	.00	493.76	.00	1,716.07	.00	.00	.00	1,716.07
	TOTAL	.649000	9,685.96	.00	3,912.71	.00	13,598.67	1,946.88	.00	.00	15,545.55
2016	M & O	.582100	3,184.86	.00	1,593.05	.00	4,777.91	733.71	.00	.00	5,511.62
	I & S	.071900	393.42	.00	196.78	.00	590.20	.00	.00	.00	590.20
	TOTAL	.654000	3,578.28	.00	1,789.83	.00	5,368.11	733.71	.00	.00	6,101.82
2015	M & O	.582100	1,371.36	.00	732.39	.00	2,103.75	289.76	.00	.00	2,393.51
	I & S	.071900	169.42	.00	90.47	.00	259.89	.00	.00	.00	259.89
	TOTAL	.654000	1,540.78	.00	822.86	.00	2,363.64	289.76	.00	.00	2,653.40
2014	M & O	.608100	675.15	.00	516.69	.00	1,191.84	198.32	.00	.00	1,390.16
	I & S	.071900	79.82	.00	61.09	.00	140.91	.00	.00	.00	140.91
	TOTAL	.680000	754.97	.00	577.78	.00	1,332.75	198.32	.00	.00	1,531.07
2013	M & O	.605000	352.70	.00	274.93	.00	627.63	83.23	.00	.00	710.86
	I & S	.075000	43.72	.00	34.09	.00	77.81	.00	.00	.00	77.81
	TOTAL	.680000	396.42	.00	309.02	.00	705.44	83.23	.00	.00	788.67
2012	M & O	.602600	530.22	.00	406.38	.00	936.60	88.88	.00	.00	1,025.48
	I & S	.077400	68.11	.00	52.19	.00	120.30	.00	.00	.00	120.30
	TOTAL	.680000	598.33	.00	458.57	.00	1,056.90	88.88	.00	.00	1,145.78
2011	M & O	.602100	319.13	.00	356.02	.00	675.15	112.84	.00	.00	787.99
	I & S	.077900	41.28	.00	46.05	.00	87.33	.00	.00	.00	87.33
	TOTAL	.680000	360.41	.00	402.07	.00	762.48	112.84	.00	.00	875.32
2010	M & O	.601800	246.58	.00	306.70	.00	553.28	92.88	.00	.00	646.16
	I & S	.078200	32.04	.00	39.86	.00	71.90	.00	.00	.00	71.90
	TOTAL	.680000	278.62	.00	346.56	.00	625.18	92.88	.00	.00	718.06
2009	M & O	.601800	153.82	.00	211.93	.00	365.75	61.96	.00	.00	427.71
	I & S	.078200	19.99	.00	27.53	.00	47.52	.00	.00	.00	47.52
	TOTAL	.680000	173.81	.00	239.46	.00	413.27	61.96	.00	.00	475.23
2008	M & O	.602940	164.64	.00	210.81	.00	375.45	48.69	.00	.00	424.14
	I & S	.078910	21.55	.00	27.59	.00	49.14	.00	.00	.00	49.14
	TOTAL	.681850	186.19	.00	238.40	.00	424.59	48.69	.00	.00	473.28

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 TC29%-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
2007	M & O	.596130	203.53	.00	273.85	.00	477.38	66.96	.00	.00	544.34
	I & S	.086990	29.71	.00	39.95	.00	69.66	.00	.00	.00	69.66
	TOTAL	.683120	233.24	.00	313.80	.00	547.04	66.96	.00	.00	614.00
2006	M & O	.593130	254.64	.00	356.16	.00	610.80	84.66	.00	.00	695.46
	I & S	.089990	38.63	.00	54.04	.00	92.67	.00	.00	.00	92.67
	TOTAL	.683120	293.27	.00	410.20	.00	703.47	84.66	.00	.00	788.13
2005	M & O	.593130	271.95	.00	408.97	.00	680.92	92.17	.00	.00	773.09
	I & S	.089990	41.27	.00	62.05	.00	103.32	.00	.00	.00	103.32
	TOTAL	.683120	313.22	.00	471.02	.00	784.24	92.17	.00	.00	876.41
2004	M & O	.601650	13.81	.00	27.35	.00	41.16	7.01	.00	.00	48.17
	I & S	.081470	1.87	.00	3.70	.00	5.57	.00	.00	.00	5.57
	TOTAL	.683120	15.68	.00	31.05	.00	46.73	7.01	.00	.00	53.74
2003	M & O	.596220	34.47	.00	62.59	.00	97.06	.00	.00	.00	97.06
	I & S	.086900	5.02	.00	9.12	.00	14.14	.00	.00	.00	14.14
	TOTAL	.683120	39.49	.00	71.71	.00	111.20	.00	.00	.00	111.20
2000	M & O	.533960	21.95	.00	54.01	.00	75.96	.00	.00	.00	75.96
	I & S	.108350	4.46	.00	10.96	.00	15.42	.00	.00	.00	15.42
	TOTAL	.642310	26.41	.00	64.97	.00	91.38	.00	.00	.00	91.38
1999	M & O	.529360	18.48	.00	37.07	.00	55.55	7.03	.00	.00	62.58
	I & S	.112950	3.94	.00	7.91	.00	11.85	.00	.00	.00	11.85
	TOTAL	.642310	22.42	.00	44.98	.00	67.40	7.03	.00	.00	74.43
1996	M & O	.516090	7.27	.00	17.13	.00	24.40	3.08	.00	.00	27.48
	I & S	.083910	1.18	.00	2.78	.00	3.96	.00	.00	.00	3.96
	TOTAL	.600000	8.45	.00	19.91	.00	28.36	3.08	.00	.00	31.44
ALL	M & O		190,644.02	.00	41,474.49	10,210.98-	221,907.53	30,105.29	.00	.00	262,223.80
ALL	I & S		45,596.52	.00	8,983.76	2,695.42-	51,884.86	.00	.00	.00	54,580.28
ALL	TOTAL		236,240.54	.00	50,458.25	12,906.40-	273,792.39	30,105.29	.00	.00	316,804.08
DLQ	M & O		40,200.32	.00	16,077.06	119.23-	56,158.15	8,872.25	.00	.00	65,149.63
DLQ	I & S		5,671.14	.00	2,243.67	17.21-	7,897.60	.00	.00	.00	7,914.81
DLQ	TOTAL		45,871.46	.00	18,320.73	136.44-	64,055.75	8,872.25	.00	.00	73,064.44
CURR	M & O		150,443.70	.00	25,397.43	10,091.75-	165,749.38	21,233.04	.00	.00	197,744.17
CURR	I & S		39,925.38	.00	6,740.09	2,678.21-	43,987.26	.00	.00	.00	46,655.47
CURR	TOTAL		190,369.08	.00	32,137.52	12,769.96-	209,736.64	21,233.04	.00	.00	243,739.64

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 TC298-D SELECTION: SYSTEM
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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
2019	M & O	.567100	150,443.70	.00	25,397.43	10,091.75-	165,749.38	21,233.04	.00	.00	197,074.17
	I & S	.150500	39,925.38	.00	6,740.09	2,678.21-	43,987.26	.00	.00	.00	46,665.47
	TOTAL	.717600	190,369.08	.00	32,137.52	12,769.96-	209,736.64	21,233.04	.00	.00	243,739.64
2018	M & O	.567100	23,912.11	.00	6,812.08	119.23-	30,604.96	4,954.19	.00	.00	35,678.38
	I & S	.081900	3,453.40	.00	983.75	17.21-	4,419.94	.00	.00	.00	4,437.15
	TOTAL	.649000	27,365.51	.00	7,795.83	136.44-	35,024.90	4,954.19	.00	.00	40,115.53
2017	M & O	.567100	8,463.65	.00	3,418.95	.00	11,882.60	1,946.88	.00	.00	13,829.48
	I & S	.081900	1,222.31	.00	493.76	.00	1,716.07	.00	.00	.00	1,716.07
	TOTAL	.649000	9,685.96	.00	3,912.71	.00	13,598.67	1,946.88	.00	.00	15,545.55
2016	M & O	.582100	3,184.86	.00	1,593.05	.00	4,777.91	733.71	.00	.00	5,511.62
	I & S	.071900	393.42	.00	196.78	.00	590.20	.00	.00	.00	590.20
	TOTAL	.654000	3,578.28	.00	1,789.83	.00	5,368.11	733.71	.00	.00	6,101.82
2015	M & O	.582100	1,371.36	.00	732.39	.00	2,103.75	289.76	.00	.00	2,393.51
	I & S	.071900	169.42	.00	90.47	.00	259.89	.00	.00	.00	259.89
	TOTAL	.654000	1,540.78	.00	822.86	.00	2,363.64	289.76	.00	.00	2,653.40
2014	M & O	.608100	675.15	.00	516.69	.00	1,191.84	198.32	.00	.00	1,390.16
	I & S	.071900	79.82	.00	61.09	.00	140.91	.00	.00	.00	140.91
	TOTAL	.680000	754.97	.00	577.78	.00	1,332.75	198.32	.00	.00	1,531.07
2013	M & O	.605000	352.70	.00	274.93	.00	627.63	83.23	.00	.00	710.86
	I & S	.075000	43.72	.00	34.09	.00	77.81	.00	.00	.00	77.81
	TOTAL	.680000	396.42	.00	309.02	.00	705.44	83.23	.00	.00	788.67
2012	M & O	.602600	530.22	.00	406.38	.00	936.60	88.88	.00	.00	1,025.48
	I & S	.077400	68.11	.00	52.19	.00	120.30	.00	.00	.00	120.30
	TOTAL	.680000	598.33	.00	458.57	.00	1,056.90	88.88	.00	.00	1,145.78
2011	M & O	.602100	319.13	.00	356.02	.00	675.15	112.84	.00	.00	787.99
	I & S	.077900	41.28	.00	46.05	.00	87.33	.00	.00	.00	87.33
	TOTAL	.680000	360.41	.00	402.07	.00	762.48	112.84	.00	.00	875.32
2010	M & O	.601800	246.58	.00	306.70	.00	553.28	92.88	.00	.00	646.16
	I & S	.078200	32.04	.00	39.86	.00	71.90	.00	.00	.00	71.90
	TOTAL	.680000	278.62	.00	346.56	.00	625.18	92.88	.00	.00	718.06
2009	M & O	.601800	153.82	.00	211.93	.00	365.75	61.96	.00	.00	427.71
	I & S	.078200	19.99	.00	27.53	.00	47.52	.00	.00	.00	47.52
	TOTAL	.680000	173.81	.00	239.46	.00	413.27	61.96	.00	.00	475.23
2008	M & O	.602940	164.64	.00	210.81	.00	375.45	48.69	.00	.00	424.14
	I & S	.078910	21.55	.00	27.59	.00	49.14	.00	.00	.00	49.14
	TOTAL	.681850	186.19	.00	238.40	.00	424.59	48.69	.00	.00	473.28

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 TC298-D SELECTION: SYSTEM
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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
2007	M & O	.596130	203.53	.00	273.85	.00	477.38	66.96	.00	.00	544.34
	I & S	.086990	29.71	.00	39.95	.00	69.66	.00	.00	.00	69.66
	TOTAL	.683120	233.24	.00	313.80	.00	547.04	66.96	.00	.00	614.00
2006	M & O	.593130	254.64	.00	356.16	.00	610.80	84.66	.00	.00	695.46
	I & S	.089990	38.63	.00	54.04	.00	92.67	.00	.00	.00	92.67
	TOTAL	.683120	293.27	.00	410.20	.00	703.47	84.66	.00	.00	788.13
2005	M & O	.593130	271.95	.00	408.97	.00	680.92	92.17	.00	.00	773.09
	I & S	.089990	41.27	.00	62.05	.00	103.32	.00	.00	.00	103.32
	TOTAL	.683120	313.22	.00	471.02	.00	784.24	92.17	.00	.00	876.41
2004	M & O	.601650	13.81	.00	27.35	.00	41.16	7.01	.00	.00	48.17
	I & S	.081470	1.87	.00	3.70	.00	5.57	.00	.00	.00	5.57
	TOTAL	.683120	15.68	.00	31.05	.00	46.73	7.01	.00	.00	53.74
2003	M & O	.596220	34.47	.00	62.59	.00	97.06	.00	.00	.00	97.06
	I & S	.086900	5.02	.00	9.12	.00	14.14	.00	.00	.00	14.14
	TOTAL	.683120	39.49	.00	71.71	.00	111.20	.00	.00	.00	111.20
2000	M & O	.533960	21.95	.00	54.01	.00	75.96	.00	.00	.00	75.96
	I & S	.108350	4.46	.00	10.96	.00	15.42	.00	.00	.00	15.42
	TOTAL	.642310	26.41	.00	64.97	.00	91.38	.00	.00	.00	91.38
1999	M & O	.529360	18.48	.00	37.07	.00	55.55	7.03	.00	.00	62.58
	I & S	.112950	3.94	.00	7.91	.00	11.85	.00	.00	.00	11.85
	TOTAL	.642310	22.42	.00	44.98	.00	67.40	7.03	.00	.00	74.43
1996	M & O	.516090	7.27	.00	17.13	.00	24.40	3.08	.00	.00	27.48
	I & S	.083910	1.18	.00	2.78	.00	3.96	.00	.00	.00	3.96
	TOTAL	.600000	8.45	.00	19.91	.00	28.36	3.08	.00	.00	31.44
ALL	M & O		190,644.02	.00	41,474.49	10,210.98-	221,907.53	30,105.29	.00	.00	262,223.80
ALL	I & S		45,596.52	.00	8,983.76	2,695.42-	51,884.86	.00	.00	.00	54,580.28
ALL	TOTAL		236,240.54	.00	50,458.25	12,906.40-	273,792.39	30,105.29	.00	.00	316,804.08
DLQ	M & O		40,200.32	.00	16,077.06	119.23-	56,158.15	8,872.25	.00	.00	65,149.63
DLQ	I & S		5,671.14	.00	2,243.67	17.21-	7,897.60	.00	.00	.00	7,914.81
DLQ	TOTAL		45,871.46	.00	18,320.73	136.44-	64,055.75	8,872.25	.00	.00	73,064.44
CURR	M & O		150,443.70	.00	25,397.43	10,091.75-	165,749.38	21,233.04	.00	.00	197,074.17
CURR	I & S		39,925.38	.00	6,740.09	2,678.21-	43,987.26	.00	.00	.00	46,665.47
CURR	TOTAL		190,369.08	.00	32,137.52	12,769.96-	209,736.64	21,233.04	.00	.00	243,739.64

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2020 TO 07/31/2020

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,177,515,281	17,339,190-	3,160,176,091	00.717600	22,368,123.94	26,040
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	22,493,508.68	20,756.84-	125,384.74-	190,369.08	21,298,359.71	1,069,764.23	95.22	0.00
2018	727,431.42	71.34-	18,199.80-	27,365.51	330,301.38	378,930.24	46.57	160.82-
2017	330,112.81	6.44-	13,073.60-	9,685.96	78,146.93	238,892.28	24.65	160.82-
2016	232,755.89	6.49-	1,261.49-	3,578.28	41,133.95	190,360.45	17.77	155.99-
2015	211,032.27	46,631.00-	47,356.16-	1,540.78	24,870.73	138,805.38	15.20	155.99-
2014	129,257.53	162.37-	849.74-	754.97	12,527.17	115,880.62	9.76	726.16-
2013	97,825.34	30.91-	193.10-	396.42	5,913.68	91,718.56	6.06	162.19-
2012	94,051.99	.00	162.19-	598.33	4,171.40	89,718.40	4.44	162.19-
2011	85,836.93	164.85-	327.04-	360.41	3,489.87	82,020.02	4.08	162.19-
2010	82,281.11	336.25-	386.52-	278.62	3,516.43	78,378.16	4.29	50.27-
2009	79,251.23	224.68-	224.68-	173.81	3,070.38	75,956.17	3.89	0.00
2008	63,695.43	238.79-	238.79-	186.19	1,497.58	61,959.06	2.36	0.00
2007	57,133.13	812.05-	812.05-	233.24	2,020.68	54,300.40	3.59	0.00
2006	53,739.43	1,243.07-	1,243.07-	293.27	2,156.72	50,339.64	4.11	0.00
2005	48,478.67	1,419.23-	1,419.23-	313.22	2,711.57	44,347.87	5.76	0.00
2004	47,876.31	3,554.43-	3,554.43-	15.68	938.15	43,383.73	2.12	0.00
2003	39,198.36	3,921.46-	3,921.46-	39.49	1,235.04	34,041.86	3.50	0.00
2002	33,960.08	1,797.89-	1,797.89-	0.00	614.35	31,547.84	1.91	0.00
2001	25,340.86	1,571.32-	1,571.32-	0.00	409.14	23,360.40	1.72	0.00
2000	22,184.32	930.69-	930.69-	26.41	402.85	20,850.78	1.90	0.00
1999	17,653.20	1,398.53-	1,398.53-	22.42	705.62	15,549.05	4.34	0.00
1998	77,051.47	3,198.07-	3,198.07-	8.45	662.85	73,190.55	.90	0.00
****	25,049,656.46	88,476.70-	227,504.59-	236,240.54	21,818,856.18	3,003,295.69		1,896.62-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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AG ROLLBACK ONLY

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FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	0	0	0	00.649000	23,304.45	5
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	5,962.69	.00	17,341.76	0.00	17,809.00	5,495.45	76.42	0.00
2017	17,255.13	.00	14,048.57	0.00	29,894.61	1,409.09	95.50	0.00
2016	25,390.50	.00	13,507.75	0.00	38,898.25	0.00		0.00
2015	26,920.48	.00	14,339.30	0.00	41,259.78	0.00		0.00
2014	21,366.40	.00	15,737.38	0.00	37,103.78	0.00		0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	.00	74,974.76	0.00	164,965.42	6,904.54		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2020 TO 07/31/2020

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	17,339,190-	3,160,176,091	00.717600	22,368,123.94	26,040
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	22,493,508.68	20,756.84-	125,384.74-	190,369.08	21,298,359.71	1,069,764.23	95.22	0.00
2018	733,394.11	71.34-	858.04-	27,365.51	348,110.38	384,425.69	47.52	160.82-
2017	347,367.94	6.44-	974.97	9,685.96	108,041.54	240,301.37	31.02	160.82-
2016	258,146.39	6.49-	12,246.26	3,578.28	80,032.20	190,360.45	29.60	155.99-
2015	237,952.75	46,631.00-	33,016.86-	1,540.78	66,130.51	138,805.38	32.27	155.99-
2014	150,623.93	162.37-	14,887.64	754.97	49,630.95	115,880.62	29.99	726.16-
2013	97,825.34	30.91-	193.10-	396.42	5,913.68	91,718.56	6.06	162.19-
2012	94,051.99	.00	162.19-	598.33	4,171.40	89,718.40	4.44	162.19-
2011	85,836.93	164.85-	327.04-	360.41	3,489.87	82,020.02	4.08	162.19-
2010	82,281.11	336.25-	386.52-	278.62	3,516.43	78,378.16	4.29	50.27-
2009	79,251.23	224.68-	224.68-	173.81	3,070.38	75,956.17	3.89	0.00
2008	63,695.43	238.79-	238.79-	186.19	1,497.58	61,959.06	2.36	0.00
2007	57,133.13	812.05-	812.05-	233.24	2,020.68	54,300.40	3.59	0.00
2006	53,739.43	1,243.07-	1,243.07-	293.27	2,156.72	50,339.64	4.11	0.00
2005	48,478.67	1,419.23-	1,419.23-	313.22	2,711.57	44,347.87	5.76	0.00
2004	47,876.31	3,554.43-	3,554.43-	15.68	938.15	43,383.73	2.12	0.00
2003	39,198.36	3,921.46-	3,921.46-	39.49	1,235.04	34,041.86	3.50	0.00
2002	33,960.08	1,797.89-	1,797.89-	0.00	614.35	31,547.84	1.91	0.00
2001	25,340.86	1,571.32-	1,571.32-	0.00	409.14	23,360.40	1.72	0.00
2000	22,184.32	930.69-	930.69-	26.41	402.85	20,850.78	1.90	0.00
1999	17,653.20	1,398.53-	1,398.53-	22.42	705.62	15,549.05	4.34	0.00
1998	77,051.47	3,198.07-	3,198.07-	8.45	662.85	73,190.55	.90	0.00
****	25,146,551.66	88,476.70-	152,529.83-	236,240.54	21,983,821.60	3,010,200.23		1,896.62-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2020 TO 07/31/2020

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	3,177,515,281	17,339,190-	3,160,176,091	0.717600	22,368,123.94	26,040
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	22,493,508.68	20,756.84-	125,384.74-	190,369.08	21,298,359.71	1,069,764.23	95.22	0.00
	ADJUSTMENT REFUNDS	20,620.44-	64,863.68-					
2018	727,431.42	71.34-	18,199.80-	27,365.51	330,301.38	378,930.24	46.57	160.82-
	ADJUSTMENT REFUNDS	71.34-	13,373.82-					
2017	330,112.81	6.44-	13,073.60-	9,685.96	78,146.93	238,892.28	24.65	160.82-
	ADJUSTMENT REFUNDS	6.44-	11,444.59-					
2016	232,755.89	6.49-	1,261.49-	3,578.28	41,133.95	190,360.45	17.77	155.99-
	ADJUSTMENT REFUNDS	6.49-	253.53-					
2015	211,032.27	46,631.00-	47,356.16-	1,540.78	24,870.73	138,805.38	15.20	155.99-
	ADJUSTMENT REFUNDS	6.49-	153.99-					
2014	129,257.53	162.37-	849.74-	754.97	12,527.17	115,880.62	9.76	726.16-
2013	97,825.34	30.91-	193.10-	396.42	5,913.68	91,718.56	6.06	162.19-
2012	94,051.99	.00	162.19-	598.33	4,171.40	89,718.40	4.44	162.19-
2011	85,836.93	164.85-	327.04-	360.41	3,489.87	82,020.02	4.08	162.19-
2010	82,281.11	336.25-	386.52-	278.62	3,516.43	78,378.16	4.29	50.27-
2009	79,251.23	224.68-	224.68-	173.81	3,070.38	75,956.17	3.89	0.00
2008	63,695.43	238.79-	238.79-	186.19	1,497.58	61,959.06	2.36	0.00
2007	57,133.13	812.05-	812.05-	233.24	2,020.68	54,300.40	3.59	0.00
2006	53,739.43	1,243.07-	1,243.07-	293.27	2,156.72	50,339.64	4.11	0.00
2005	48,478.67	1,419.23-	1,419.23-	313.22	2,711.57	44,347.87	5.76	0.00
2004	47,876.31	3,554.43-	3,554.43-	15.68	938.15	43,383.73	2.12	0.00
2003	39,198.36	3,921.46-	3,921.46-	39.49	1,235.04	34,041.86	3.50	0.00
2002	33,960.08	1,797.89-	1,797.89-	0.00	614.35	31,547.84	1.91	0.00
2001	25,340.86	1,571.32-	1,571.32-	0.00	409.14	23,360.40	1.72	0.00
2000	22,184.32	930.69-	930.69-	26.41	402.85	20,850.78	1.90	0.00
1999	17,653.20	1,398.53-	1,398.53-	22.42	705.62	15,549.05	4.34	0.00
1998	77,051.47	3,198.07-	3,198.07-	8.45	662.85	73,190.55	.90	0.00
****	25,049,656.46	88,476.70-	227,504.59-	236,240.54	21,818,856.18	3,003,295.69		1,896.62-
	ADJUSTMENT REFUNDS	20,711.20-	90,089.61-					

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2020 TO 07/31/2020

AG ROLLBACK ONLY

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JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	0	0	0	0.649000	23,304.45	5
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	5,962.69	.00	17,341.76	0.00	17,809.00	5,495.45	76.42	0.00
ADJUSTMENT REFUNDS		71.34-	13,373.82-					
2017	17,255.13	.00	14,048.57	0.00	29,894.61	1,409.09	95.50	0.00
ADJUSTMENT REFUNDS		6.44-	11,444.59-					
2016	25,390.50	.00	13,507.75	0.00	38,898.25	0.00		0.00
ADJUSTMENT REFUNDS		6.49-	253.53-					
2015	26,920.48	.00	14,339.30	0.00	41,259.78	0.00		0.00
ADJUSTMENT REFUNDS		6.49-	153.99-					
2014	21,366.40	.00	15,737.38	0.00	37,103.78	0.00		0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	.00	74,974.76	0.00	164,965.42	6,904.54		0.00
ADJUSTMENT REFUNDS		90.76-	25,225.93-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2020 TO 07/31/2020

INCLUDES 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	3,177,515,281	17,339,190-	3,160,176,091	0.717600	22,368,123.94	26,040
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	22,493,508.68	20,756.84-	125,384.74-	190,369.08	21,298,359.71	1,069,764.23	95.22	0.00
	ADJUSTMENT REFUNDS	20,620.44-	64,863.68-					
2018	733,394.11	71.34-	858.04-	27,365.51	348,110.38	384,425.69	47.52	160.82-
	ADJUSTMENT REFUNDS	71.34-	13,373.82-					
2017	347,367.94	6.44-	974.97	9,685.96	108,041.54	240,301.37	31.02	160.82-
	ADJUSTMENT REFUNDS	6.44-	11,444.59-					
2016	258,146.39	6.49-	12,246.26	3,578.28	80,032.20	190,360.45	29.60	155.99-
	ADJUSTMENT REFUNDS	6.49-	253.53-					
2015	237,952.75	46,631.00-	33,016.86-	1,540.78	66,130.51	138,805.38	32.27	155.99-
	ADJUSTMENT REFUNDS	6.49-	153.99-					
2014	150,623.93	162.37-	14,887.64	754.97	49,630.95	115,880.62	29.99	726.16-
2013	97,825.34	30.91-	193.10-	396.42	5,913.68	91,718.56	6.06	162.19-
2012	94,051.99	.00	162.19-	598.33	4,171.40	89,718.40	4.44	162.19-
2011	85,836.93	164.85-	327.04-	360.41	3,489.87	82,020.02	4.08	162.19-
2010	82,281.11	336.25-	386.52-	278.62	3,516.43	78,378.16	4.29	50.27-
2009	79,251.23	224.68-	224.68-	173.81	3,070.38	75,956.17	3.89	0.00
2008	63,695.43	238.79-	238.79-	186.19	1,497.58	61,959.06	2.36	0.00
2007	57,133.13	812.05-	812.05-	233.24	2,020.68	54,300.40	3.59	0.00
2006	53,739.43	1,243.07-	1,243.07-	293.27	2,156.72	50,339.64	4.11	0.00
2005	48,478.67	1,419.23-	1,419.23-	313.22	2,711.57	44,347.87	5.76	0.00
2004	47,876.31	3,554.43-	3,554.43-	15.68	938.15	43,383.73	2.12	0.00
2003	39,198.36	3,921.46-	3,921.46-	39.49	1,235.04	34,041.86	3.50	0.00
2002	33,960.08	1,797.89-	1,797.89-	0.00	614.35	31,547.84	1.91	0.00
2001	25,340.86	1,571.32-	1,571.32-	0.00	409.14	23,360.40	1.72	0.00
2000	22,184.32	930.69-	930.69-	26.41	402.85	20,850.78	1.90	0.00
1999	17,653.20	1,398.53-	1,398.53-	22.42	705.62	15,549.05	4.34	0.00
1998	77,051.47	3,198.07-	3,198.07-	8.45	662.85	73,190.55	.90	0.00
***	25,146,551.66	88,476.70-	152,529.83-	236,240.54	21,983,821.60	3,010,200.23		1,896.62-
	ADJUSTMENT REFUNDS	20,711.20-	90,089.61-					

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
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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
2019	M & O	.567100	16,831,522.10	.00	196,436.58	984,872.50-	16,043,086.18	28,253.97	.00	.00	17,056,212.65
	I & S	.150500	4,466,837.61	.00	52,131.91	261,370.70-	4,257,598.82	.00	.00	.00	4,518,969.52
	TOTAL	.717600	21,298,359.71	.00	248,568.49	1,246,243.20-	20,300,685.00	28,253.97	.00	.00	21,575,182.17
2018	M & O	.567100	288,619.27	.00	70,182.81	90,370.71	449,172.79	59,489.74	.00	.00	418,291.82
	I & S	.081900	41,682.11	.00	10,135.39	13,051.25	64,868.75	.00	.00	.00	51,817.50
	TOTAL	.649000	330,301.38	.00	80,318.20	103,421.96	514,041.54	59,489.74	.00	.00	470,109.32
2017	M & O	.567100	68,285.19	.00	26,926.80	5,101.70	100,313.69	16,527.67	.00	.00	111,739.66
	I & S	.081900	9,861.74	.00	3,888.74	736.79	14,487.27	.00	.00	.00	13,750.48
	TOTAL	.649000	78,146.93	.00	30,815.54	5,838.49	114,800.96	16,527.67	.00	.00	125,490.14
2016	M & O	.582100	36,611.62	.00	16,683.06	1,021.30-	52,273.38	8,069.51	.00	.00	61,364.19
	I & S	.071900	4,522.33	.00	2,060.70	126.15-	6,456.88	.00	.00	.00	6,583.03
	TOTAL	.654000	41,133.95	.00	18,743.76	1,147.45-	58,730.26	8,069.51	.00	.00	67,947.22
2015	M & O	.582100	22,136.35	.00	11,970.55	.00	34,106.90	4,929.42	.00	.00	39,036.32
	I & S	.071900	2,734.38	.00	1,478.56	.00	4,212.94	.00	.00	.00	4,212.94
	TOTAL	.654000	24,870.73	.00	13,449.11	.00	38,319.84	4,929.42	.00	.00	43,249.26
2014	M & O	.608100	11,202.68	.00	7,349.56	.00	18,552.24	2,722.99	.00	.00	21,275.23
	I & S	.071900	1,324.49	.00	868.97	.00	2,193.46	.00	.00	.00	2,193.46
	TOTAL	.680000	12,527.17	.00	8,218.53	.00	20,745.70	2,722.99	.00	.00	23,468.69
2013	M & O	.605000	5,261.47	.00	3,445.76	.00	8,707.23	753.58	.00	.00	9,460.81
	I & S	.075000	652.21	.00	427.17	.00	1,079.38	.00	.00	.00	1,079.38
	TOTAL	.680000	5,913.68	.00	3,872.93	.00	9,786.61	753.58	.00	.00	10,540.19
2012	M & O	.602600	3,696.56	.00	2,735.41	.00	6,431.97	566.95	.00	.00	6,998.92
	I & S	.077400	474.84	.00	351.29	.00	826.13	.00	.00	.00	826.13
	TOTAL	.680000	4,171.40	.00	3,086.70	.00	7,258.10	566.95	.00	.00	7,825.05
2011	M & O	.602100	3,090.11	.00	2,768.27	.00	5,858.38	700.92	.00	.00	6,559.30
	I & S	.077900	399.76	.00	358.18	.00	757.94	.00	.00	.00	757.94
	TOTAL	.680000	3,489.87	.00	3,126.45	.00	6,616.32	700.92	.00	.00	7,317.24
2010	M & O	.601800	3,112.07	.00	3,168.62	.00	6,280.69	772.21	.00	.00	7,052.90
	I & S	.078200	404.36	.00	411.78	.00	816.14	.00	.00	.00	816.14
	TOTAL	.680000	3,516.43	.00	3,580.40	.00	7,096.83	772.21	.00	.00	7,869.04
2009	M & O	.601800	2,717.34	.00	2,971.44	.00	5,688.78	676.01	.00	.00	6,364.79
	I & S	.078200	353.04	.00	386.13	.00	739.17	.00	.00	.00	739.17
	TOTAL	.680000	3,070.38	.00	3,357.57	.00	6,427.95	676.01	.00	.00	7,103.96
2008	M & O	.602940	1,324.27	.00	1,644.54	.00	2,968.81	369.99	.00	.00	3,338.80
	I & S	.078910	173.31	.00	215.23	.00	388.54	.00	.00	.00	388.54
	TOTAL	.681850	1,497.58	.00	1,859.77	.00	3,357.35	369.99	.00	.00	3,727.34

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 TC298-D SELECTION: SYSTEM
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2019 THRU 07/31/2020
 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
2007	M & O	.596130	1,763.33	.00	2,334.23	.00	4,097.56	506.34	.00	.00	4,603.90
	I & S	.086990	257.35	.00	340.60	.00	597.95	.00	.00	.00	597.95
	TOTAL	.683120	2,020.68	.00	2,674.83	.00	4,695.51	506.34	.00	.00	5,201.85
2006	M & O	.593130	1,872.60	.00	2,532.83	.00	4,405.43	487.12	.00	.00	4,892.55
	I & S	.089990	284.12	.00	384.27	.00	668.39	.00	.00	.00	668.39
	TOTAL	.683120	2,156.72	.00	2,917.10	.00	5,073.82	487.12	.00	.00	5,560.94
2005	M & O	.593130	2,354.36	.00	3,447.81	.00	5,802.17	499.28	.00	.00	6,301.45
	I & S	.089990	357.21	.00	523.09	.00	880.30	.00	.00	.00	880.30
	TOTAL	.683120	2,711.57	.00	3,970.90	.00	6,682.47	499.28	.00	.00	7,181.75
2004	M & O	.601650	826.25	.00	1,379.79	.00	2,206.04	192.74	.00	.00	2,398.78
	I & S	.081470	111.90	.00	186.81	.00	298.71	.00	.00	.00	298.71
	TOTAL	.683120	938.15	.00	1,566.60	.00	2,504.75	192.74	.00	.00	2,697.49
2003	M & O	.596220	1,077.92	.00	1,720.09	.00	2,798.01	139.45	.00	.00	2,937.46
	I & S	.086900	157.12	.00	250.71	.00	407.83	.00	.00	.00	407.83
	TOTAL	.683120	1,235.04	.00	1,970.80	.00	3,205.84	139.45	.00	.00	3,345.29
2002	M & O	.590210	525.50	.00	908.32	.00	1,433.82	130.47	.00	.00	1,564.29
	I & S	.099790	88.85	.00	153.56	.00	242.41	.00	.00	.00	242.41
	TOTAL	.690000	614.35	.00	1,061.88	.00	1,676.23	130.47	.00	.00	1,806.70
2001	M & O	.564720	348.86	.00	722.73	.00	1,071.59	78.59	.00	.00	1,150.18
	I & S	.097590	60.28	.00	124.90	.00	185.18	.00	.00	.00	185.18
	TOTAL	.662310	409.14	.00	847.63	.00	1,256.77	78.59	.00	.00	1,335.36
2000	M & O	.533960	334.87	.00	764.28	.00	1,099.15	83.27	.00	.00	1,182.42
	I & S	.108350	67.98	.00	155.07	.00	223.05	.00	.00	.00	223.05
	TOTAL	.642310	402.85	.00	919.35	.00	1,322.20	83.27	.00	.00	1,405.47
1999	M & O	.529360	581.53	.00	1,284.11	.00	1,865.64	179.38	.00	.00	2,045.02
	I & S	.112950	124.09	.00	274.00	.00	398.09	.00	.00	.00	398.09
	TOTAL	.642310	705.62	.00	1,558.11	.00	2,263.73	179.38	.00	.00	2,443.11
1998	M & O	.505610	233.44	.00	578.25	.00	811.69	116.63	.00	.00	928.32
	I & S	.124390	57.43	.00	142.28	.00	199.71	.00	.00	.00	199.71
	TOTAL	.630000	290.87	.00	720.53	.00	1,011.40	116.63	.00	.00	1,128.03
1997	M & O	.524810	134.27	.00	366.09	.00	500.36	83.69	.00	.00	584.05
	I & S	.075190	19.23	.00	52.45	.00	71.68	.00	.00	.00	71.68
	TOTAL	.600000	153.50	.00	418.54	.00	572.04	83.69	.00	.00	655.73
1996	M & O	.516090	187.94	.00	456.38	.00	644.32	53.18	.00	.00	697.50
	I & S	.083910	30.54	.00	74.19	.00	104.73	.00	.00	.00	104.73
	TOTAL	.600000	218.48	.00	530.57	.00	749.05	53.18	.00	.00	802.23

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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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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		17,287,819.90	.00	362,778.31	890,421.39-	16,760,176.82	126,383.10	.00	.00	17,776,981.31
ALL	I & S		4,531,036.28	.00	75,375.98	247,708.81-	4,358,703.45	.00	.00	.00	4,606,412.26
ALL	TOTAL		21,818,856.18	.00	438,154.29	1,138,130.20-	21,118,880.27	126,383.10	.00	.00	22,383,393.57
DLQ	M & O		456,297.80	.00	166,341.73	94,451.11	717,090.64	98,129.13	.00	.00	720,768.66
DLQ	I & S		64,198.67	.00	23,244.07	13,661.89	101,104.63	.00	.00	.00	87,442.74
DLQ	TOTAL		520,496.47	.00	189,585.80	108,113.00	818,195.27	98,129.13	.00	.00	808,211.40
CURR	M & O		16,831,522.10	.00	196,436.58	984,872.50-	16,043,086.18	28,253.97	.00	.00	17,056,212.65
CURR	I & S		4,466,837.61	.00	52,131.91	261,370.70-	4,257,598.82	.00	.00	.00	4,518,969.52
CURR	TOTAL		21,298,359.71	.00	248,568.49	1,246,243.20-	20,300,685.00	28,253.97	.00	.00	21,575,182.17

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
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TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
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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
2019	M & O	.567100	16,831,522.10	.00	196,436.58	984,872.50-	16,043,086.18	28,253.97	.00	.00	17,056,212.65
	I & S	.150500	4,466,837.61	.00	52,131.91	261,370.70-	4,257,598.82	.00	.00	.00	4,518,969.52
	TOTAL	.717600	21,298,359.71	.00	248,568.49	1,246,243.20-	20,300,685.00	28,253.97	.00	.00	21,575,182.17
2018	M & O	.567100	304,180.88	.00	70,182.81	86,016.72	460,380.41	59,489.74	.00	.00	433,853.43
	I & S	.081900	43,929.50	.00	10,135.39	12,422.46	66,487.35	.00	.00	.00	54,064.89
	TOTAL	.649000	348,110.38	.00	80,318.20	98,439.18	526,867.76	59,489.74	.00	.00	487,918.32
2017	M & O	.567100	94,407.27	.00	26,926.80	5,101.70	126,435.77	16,527.67	.00	.00	137,861.74
	I & S	.081900	13,634.27	.00	3,888.74	736.79	18,259.80	.00	.00	.00	17,523.01
	TOTAL	.649000	108,041.54	.00	30,815.54	5,838.49	144,695.57	16,527.67	.00	.00	155,384.75
2016	M & O	.582100	71,233.44	.00	17,122.59	1,021.30-	87,334.73	8,069.51	.00	.00	96,425.54
	I & S	.071900	8,798.76	.00	2,114.99	126.15-	10,787.60	.00	.00	.00	10,913.75
	TOTAL	.654000	80,032.20	.00	19,237.58	1,147.45-	98,122.33	8,069.51	.00	.00	107,339.29
2015	M & O	.582100	58,860.08	.00	12,436.46	.00	71,296.54	4,929.42	.00	.00	76,225.96
	I & S	.071900	7,270.43	.00	1,536.11	.00	8,806.54	.00	.00	.00	8,806.54
	TOTAL	.654000	66,130.51	.00	13,972.57	.00	80,103.08	4,929.42	.00	.00	85,032.50
2014	M & O	.608100	44,383.27	.00	7,349.56	.00	51,732.83	2,722.99	.00	.00	54,455.82
	I & S	.071900	5,247.68	.00	868.97	.00	6,116.65	.00	.00	.00	6,116.65
	TOTAL	.680000	49,630.95	.00	8,218.53	.00	57,849.48	2,722.99	.00	.00	60,572.47
2013	M & O	.605000	5,261.47	.00	3,445.76	.00	8,707.23	753.58	.00	.00	9,460.81
	I & S	.075000	652.21	.00	427.17	.00	1,079.38	.00	.00	.00	1,079.38
	TOTAL	.680000	5,913.68	.00	3,872.93	.00	9,786.61	753.58	.00	.00	10,540.19
2012	M & O	.602600	3,696.56	.00	2,735.41	.00	6,431.97	566.95	.00	.00	6,998.92
	I & S	.077400	474.84	.00	351.29	.00	826.13	.00	.00	.00	826.13
	TOTAL	.680000	4,171.40	.00	3,086.70	.00	7,258.10	566.95	.00	.00	7,825.05
2011	M & O	.602100	3,090.11	.00	2,768.27	.00	5,858.38	700.92	.00	.00	6,559.30
	I & S	.077900	399.76	.00	358.18	.00	757.94	.00	.00	.00	757.94
	TOTAL	.680000	3,489.87	.00	3,126.45	.00	6,616.32	700.92	.00	.00	7,317.24
2010	M & O	.601800	3,112.07	.00	3,168.62	.00	6,280.69	772.21	.00	.00	7,052.90
	I & S	.078200	404.36	.00	411.78	.00	816.14	.00	.00	.00	816.14
	TOTAL	.680000	3,516.43	.00	3,580.40	.00	7,096.83	772.21	.00	.00	7,869.04
2009	M & O	.601800	2,717.34	.00	2,971.44	.00	5,688.78	676.01	.00	.00	6,364.79
	I & S	.078200	353.04	.00	386.13	.00	739.17	.00	.00	.00	739.17
	TOTAL	.680000	3,070.38	.00	3,357.57	.00	6,427.95	676.01	.00	.00	7,103.96
2008	M & O	.602940	1,324.27	.00	1,644.54	.00	2,968.81	369.99	.00	.00	3,338.80
	I & S	.078910	173.31	.00	215.23	.00	388.54	.00	.00	.00	388.54
	TOTAL	.681850	1,497.58	.00	1,859.77	.00	3,357.35	369.99	.00	.00	3,727.34

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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
2007	M & O	.596130	1,763.33	.00	2,334.23	.00	4,097.56	506.34	.00	.00	4,603.90
	I & S	.086990	257.35	.00	340.60	.00	597.95	.00	.00	.00	597.95
	TOTAL	.683120	2,020.68	.00	2,674.83	.00	4,695.51	506.34	.00	.00	5,201.85
2006	M & O	.593130	1,872.60	.00	2,532.83	.00	4,405.43	487.12	.00	.00	4,892.55
	I & S	.089990	284.12	.00	384.27	.00	668.39	.00	.00	.00	668.39
	TOTAL	.683120	2,156.72	.00	2,917.10	.00	5,073.82	487.12	.00	.00	5,560.94
2005	M & O	.593130	2,354.36	.00	3,447.81	.00	5,802.17	499.28	.00	.00	6,301.45
	I & S	.089990	357.21	.00	523.09	.00	880.30	.00	.00	.00	880.30
	TOTAL	.683120	2,711.57	.00	3,970.90	.00	6,682.47	499.28	.00	.00	7,181.75
2004	M & O	.601650	826.25	.00	1,379.79	.00	2,206.04	192.74	.00	.00	2,398.78
	I & S	.081470	111.90	.00	186.81	.00	298.71	.00	.00	.00	298.71
	TOTAL	.683120	938.15	.00	1,566.60	.00	2,504.75	192.74	.00	.00	2,697.49
2003	M & O	.596220	1,077.92	.00	1,720.09	.00	2,798.01	139.45	.00	.00	2,937.46
	I & S	.086900	157.12	.00	250.71	.00	407.83	.00	.00	.00	407.83
	TOTAL	.683120	1,235.04	.00	1,970.80	.00	3,205.84	139.45	.00	.00	3,345.29
2002	M & O	.590210	525.50	.00	908.32	.00	1,433.82	130.47	.00	.00	1,564.29
	I & S	.099790	88.85	.00	153.56	.00	242.41	.00	.00	.00	242.41
	TOTAL	.690000	614.35	.00	1,061.88	.00	1,676.23	130.47	.00	.00	1,806.70
2001	M & O	.564720	348.86	.00	722.73	.00	1,071.59	78.59	.00	.00	1,150.18
	I & S	.097590	60.28	.00	124.90	.00	185.18	.00	.00	.00	185.18
	TOTAL	.662310	409.14	.00	847.63	.00	1,256.77	78.59	.00	.00	1,335.36
2000	M & O	.533960	334.87	.00	764.28	.00	1,099.15	83.27	.00	.00	1,182.42
	I & S	.108350	67.98	.00	155.07	.00	223.05	.00	.00	.00	223.05
	TOTAL	.642310	402.85	.00	919.35	.00	1,322.20	83.27	.00	.00	1,405.47
1999	M & O	.529360	581.53	.00	1,284.11	.00	1,865.64	179.38	.00	.00	2,045.02
	I & S	.112950	124.09	.00	274.00	.00	398.09	.00	.00	.00	398.09
	TOTAL	.642310	705.62	.00	1,558.11	.00	2,263.73	179.38	.00	.00	2,443.11
1998	M & O	.505610	233.44	.00	578.25	.00	811.69	116.63	.00	.00	928.32
	I & S	.124390	57.43	.00	142.28	.00	199.71	.00	.00	.00	199.71
	TOTAL	.630000	290.87	.00	720.53	.00	1,011.40	116.63	.00	.00	1,128.03
1997	M & O	.524810	134.27	.00	366.09	.00	500.36	83.69	.00	.00	584.05
	I & S	.075190	19.23	.00	52.45	.00	71.68	.00	.00	.00	71.68
	TOTAL	.600000	153.50	.00	418.54	.00	572.04	83.69	.00	.00	655.73
1996	M & O	.516090	187.94	.00	456.38	.00	644.32	53.18	.00	.00	697.50
	I & S	.083910	30.54	.00	74.19	.00	104.73	.00	.00	.00	104.73
	TOTAL	.600000	218.48	.00	530.57	.00	749.05	53.18	.00	.00	802.23

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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		17,434,029.73	.00	363,683.75	894,775.38-	16,902,938.10	126,383.10	.00	.00	17,924,096.58
ALL	I & S		4,549,791.87	.00	75,487.82	248,337.60-	4,376,942.09	.00	.00	.00	4,625,279.69
ALL	TOTAL		21,983,821.60	.00	439,171.57	1,143,112.98-	21,279,880.19	126,383.10	.00	.00	22,549,376.27
DLQ	M & O		602,507.63	.00	167,247.17	90,097.12	859,851.92	98,129.13	.00	.00	867,883.93
DLQ	I & S		82,954.26	.00	23,355.91	13,033.10	119,343.27	.00	.00	.00	106,310.17
DLQ	TOTAL		685,461.89	.00	190,603.08	103,130.22	979,195.19	98,129.13	.00	.00	974,194.10
CURR	M & O		16,831,522.10	.00	196,436.58	984,872.50-	16,043,086.18	28,253.97	.00	.00	17,056,212.65
CURR	I & S		4,466,837.61	.00	52,131.91	261,370.70-	4,257,598.82	.00	.00	.00	4,518,969.52
CURR	TOTAL		21,298,359.71	.00	248,568.49	1,246,243.20-	20,300,685.00	28,253.97	.00	.00	21,575,182.17

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2019 TO 07/31/2020

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,177,515,281	17,339,190-	3,160,176,091	00.717600	22,368,123.94	26,040
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2019	22,493,508.68	125,384.74-	125,384.74-	21,298,359.71	21,298,359.71	1,069,764.23	95.22	48.23-
2018	727,431.42	18,199.80-	18,199.80-	330,301.38	330,301.38	378,930.24	46.57	160.82-
2017	330,112.81	13,073.60-	13,073.60-	78,146.93	78,146.93	238,892.28	24.65	160.82-
2016	232,755.89	1,261.49-	1,261.49-	41,133.95	41,133.95	190,360.45	17.77	155.99-
2015	211,032.27	47,356.16-	47,356.16-	24,870.73	24,870.73	138,805.38	15.20	155.99-
2014	129,257.53	849.74-	849.74-	12,527.17	12,527.17	115,880.62	9.76	726.16-
2013	97,825.34	193.10-	193.10-	5,913.68	5,913.68	91,718.56	6.06	162.19-
2012	94,051.99	162.19-	162.19-	4,171.40	4,171.40	89,718.40	4.44	162.19-
2011	85,836.93	327.04-	327.04-	3,489.87	3,489.87	82,020.02	4.08	162.19-
2010	82,281.11	386.52-	386.52-	3,516.43	3,516.43	78,378.16	4.29	50.27-
2009	79,251.23	224.68-	224.68-	3,070.38	3,070.38	75,956.17	3.89	0.00
2008	63,695.43	238.79-	238.79-	1,497.58	1,497.58	61,959.06	2.36	0.00
2007	57,133.13	812.05-	812.05-	2,020.68	2,020.68	54,300.40	3.59	0.00
2006	53,739.43	1,243.07-	1,243.07-	2,156.72	2,156.72	50,339.64	4.11	0.00
2005	48,478.67	1,419.23-	1,419.23-	2,711.57	2,711.57	44,347.87	5.76	0.00
2004	47,876.31	3,554.43-	3,554.43-	938.15	938.15	43,383.73	2.12	0.00
2003	39,198.36	3,921.46-	3,921.46-	1,235.04	1,235.04	34,041.86	3.50	0.00
2002	33,960.08	1,797.89-	1,797.89-	614.35	614.35	31,547.84	1.91	0.00
2001	25,340.86	1,571.32-	1,571.32-	409.14	409.14	23,360.40	1.72	0.00
2000	22,184.32	930.69-	930.69-	402.85	402.85	20,850.78	1.90	0.00
1999	17,653.20	1,398.53-	1,398.53-	705.62	705.62	15,549.05	4.34	0.00
1998	77,051.47	3,198.07-	3,198.07-	662.85	662.85	73,190.55	.90	0.00
****	25,049,656.46	227,504.59-	227,504.59-	21,818,856.18	21,818,856.18	3,003,295.69		1,944.85-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	0	0	0	00.649000	23,304.45	5
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	5,962.69	17,341.76	17,341.76	17,809.00	17,809.00	5,495.45	76.42	0.00
2017	17,255.13	14,048.57	14,048.57	29,894.61	29,894.61	1,409.09	95.50	0.00
2016	25,390.50	13,507.75	13,507.75	38,898.25	38,898.25	0.00		0.00
2015	26,920.48	14,339.30	14,339.30	41,259.78	41,259.78	0.00		0.00
2014	21,366.40	15,737.38	15,737.38	37,103.78	37,103.78	0.00		0.00
2013	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	96,895.20	74,974.76	74,974.76	164,965.42	164,965.42	6,904.54		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
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FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	3,177,515,281	17,339,190-	3,160,176,091	00.717600	22,368,123.94	26,040
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	22,493,508.68	125,384.74-	125,384.74-	21,298,359.71	21,298,359.71	1,069,764.23	95.22	48.23-
2018	733,394.11	858.04-	858.04-	348,110.38	348,110.38	384,425.69	47.52	160.82-
2017	347,367.94	974.97	974.97	108,041.54	108,041.54	240,301.37	31.02	160.82-
2016	258,146.39	12,246.26	12,246.26	80,032.20	80,032.20	190,360.45	29.60	155.99-
2015	237,952.75	33,016.86-	33,016.86-	66,130.51	66,130.51	138,805.38	32.27	155.99-
2014	150,623.93	14,887.64	14,887.64	49,630.95	49,630.95	115,880.62	29.99	726.16-
2013	97,825.34	193.10-	193.10-	5,913.68	5,913.68	91,718.56	6.06	162.19-
2012	94,051.99	162.19-	162.19-	4,171.40	4,171.40	89,718.40	4.44	162.19-
2011	85,836.93	327.04-	327.04-	3,489.87	3,489.87	82,020.02	4.08	162.19-
2010	82,281.11	386.52-	386.52-	3,516.43	3,516.43	78,378.16	4.29	50.27-
2009	79,251.23	224.68-	224.68-	3,070.38	3,070.38	75,956.17	3.89	0.00
2008	63,695.43	238.79-	238.79-	1,497.58	1,497.58	61,959.06	2.36	0.00
2007	57,133.13	812.05-	812.05-	2,020.68	2,020.68	54,300.40	3.59	0.00
2006	53,739.43	1,243.07-	1,243.07-	2,156.72	2,156.72	50,339.64	4.11	0.00
2005	48,478.67	1,419.23-	1,419.23-	2,711.57	2,711.57	44,347.87	5.76	0.00
2004	47,876.31	3,554.43-	3,554.43-	938.15	938.15	43,383.73	2.12	0.00
2003	39,198.36	3,921.46-	3,921.46-	1,235.04	1,235.04	34,041.86	3.50	0.00
2002	33,960.08	1,797.89-	1,797.89-	614.35	614.35	31,547.84	1.91	0.00
2001	25,340.86	1,571.32-	1,571.32-	409.14	409.14	23,360.40	1.72	0.00
2000	22,184.32	930.69-	930.69-	402.85	402.85	20,850.78	1.90	0.00
1999	17,653.20	1,398.53-	1,398.53-	705.62	705.62	15,549.05	4.34	0.00
1998	77,051.47	3,198.07-	3,198.07-	662.85	662.85	73,190.55	.90	0.00
****	25,146,551.66	152,529.83-	152,529.83-	21,983,821.60	21,983,821.60	3,010,200.23		1,944.85-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/25/2020 TO 07/25/2020

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,177,515,281	17,339,190-	3,160,176,091	00.717600	22,368,123.94	25,910
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	22,493,508.68	.00	125,384.74-	0.00	21,253,543.41	1,114,580.53	95.02	0.00
2018	733,394.11	.00	858.04-	0.00	334,314.44	398,221.63	45.64	160.82-
2017	347,367.94	.00	974.97	0.00	101,757.78	246,585.13	29.21	160.82-
2016	258,146.39	.00	12,246.26	0.00	78,410.45	191,982.20	29.00	155.99-
2015	237,952.75	46,629.09-	33,021.44-	0.00	65,540.38	139,390.93	31.98	155.99-
2014	150,623.93	162.37-	14,887.64	0.00	49,270.17	116,241.40	29.77	726.16-
2013	97,825.34	30.91-	193.10-	0.00	5,621.65	92,010.59	5.76	162.19-
2012	94,051.99	.00	162.19-	0.00	3,888.08	90,001.72	4.14	162.19-
2011	85,836.93	164.85-	327.04-	0.00	3,222.91	82,286.98	3.77	162.19-
2010	82,281.11	336.25-	386.52-	0.00	3,342.20	78,552.39	4.08	50.27-
2009	79,251.23	224.68-	224.68-	0.00	2,909.53	76,117.02	3.68	0.00
2008	63,695.43	238.79-	238.79-	0.00	1,388.82	62,067.82	2.19	0.00
2007	57,133.13	812.05-	812.05-	0.00	1,791.58	54,529.50	3.18	0.00
2006	53,739.43	1,243.07-	1,243.07-	0.00	2,126.26	50,370.10	4.05	0.00
2005	48,478.67	1,419.23-	1,419.23-	0.00	2,661.28	44,398.16	5.66	0.00
2004	47,876.31	3,554.43-	3,554.43-	0.00	922.47	43,399.41	2.08	0.00
2003	39,198.36	3,921.46-	3,921.46-	0.00	1,218.11	34,058.79	3.45	0.00
2002	33,960.08	1,797.89-	1,797.89-	0.00	614.35	31,547.84	1.91	0.00
2001	25,340.86	1,571.32-	1,571.32-	0.00	409.14	23,360.40	1.72	0.00
2000	22,184.32	930.69-	930.69-	0.00	402.85	20,850.78	1.90	0.00
1999	17,653.20	1,398.53-	1,398.53-	0.00	705.62	15,549.05	4.34	0.00
1998	77,051.47	3,198.07-	3,198.07-	0.00	662.85	73,190.55	.90	0.00
****	25,146,551.66	67,633.68-	152,534.41-	0.00	21,914,724.33	3,079,292.92		1,896.62-

UPDATE MODE

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION			668.37	61.79	112.88	10.46	0.00	3.62	777.63
BY COUNTY 108			668.37	61.79	112.88	10.46	0.00	3.62	777.63
DELQ FOR 0032 CITY OF MISSION			509.47	46.32	176.81	16.07	0.00	3.12	683.16
BY COUNTY 108			509.47	46.32	176.81	16.07	0.00	3.12	683.16
TOTAL FOR 0032 CITY OF MISSION			1,177.84	108.11	289.69	26.53	0.00	6.74	1,460.79
BY COUNTY 108			1,177.84	108.11	289.69	26.53	0.00	6.74	1,460.79
CURR FOR 0033 CITY OF PHARR			6,186.94	685.80	1,090.73	121.35	0.00	40.35	7,237.32
BY COUNTY 108			6,186.94	685.80	1,090.73	121.35	0.00	40.35	7,237.32
DELQ FOR 0033 CITY OF PHARR			258.49	23.41	77.55	7.02	0.00	1.52	334.52
BY COUNTY 108			258.49	23.41	77.55	7.02	0.00	1.52	334.52
TOTAL FOR 0033 CITY OF PHARR			6,445.43	709.21	1,168.28	128.37	0.00	41.87	7,571.84
BY COUNTY 108			6,445.43	709.21	1,168.28	128.37	0.00	41.87	7,571.84
CURR FOR 0034 CITY OF PENITAS			19.67	1.79	3.54	0.32	0.00	0.11	23.10
BY COUNTY 108			19.67	1.79	3.54	0.32	0.00	0.11	23.10
DELQ FOR 0034 CITY OF PENITAS			41.98	3.82	15.12	1.37	0.00	0.27	56.83
BY COUNTY 108			41.98	3.82	15.12	1.37	0.00	0.27	56.83
TOTAL FOR 0034 CITY OF PENITAS			61.65	5.61	18.66	1.69	0.00	0.38	79.93
BY COUNTY 108			61.65	5.61	18.66	1.69	0.00	0.38	79.93
CURR FOR 0037 CITY OF SAN JUAN			1,887.12	175.53	337.40	31.38	0.00	10.37	2,214.15
BY COUNTY 108			1,887.12	175.53	337.40	31.38	0.00	10.37	2,214.15
DELQ FOR 0037 CITY OF SAN JUAN			221.24	32.85	106.56	12.18	0.00	2.26	325.54
BY COUNTY 108			221.24	32.85	106.56	12.18	0.00	2.26	325.54
TOTAL FOR 0037 CITY OF SAN JUAN			2,108.36	208.38	443.96	43.56	0.00	12.63	2,539.69
BY COUNTY 108			2,108.36	208.38	443.96	43.56	0.00	12.63	2,539.69
CURR FOR 0040 CITY OF WESLACO			2,682.96	245.27	482.91	44.15	0.00	14.48	3,151.39
BY COUNTY 108			2,682.96	245.27	482.91	44.15	0.00	14.48	3,151.39
DELQ FOR 0040 CITY OF WESLACO			278.61	27.29	238.66	22.28	0.00	2.48	514.79
BY COUNTY 108			278.61	27.29	238.66	22.28	0.00	2.48	514.79
TOTAL FOR 0040 CITY OF WESLACO			2,961.57	272.56	721.57	66.43	0.00	16.96	3,666.18
BY COUNTY 108			2,961.57	272.56	721.57	66.43	0.00	16.96	3,666.18
CURR FOR 0041 EDINBURG CISD			10,460.48	740.00	1,789.89	220.26	0.00	48.02	12,202.35
BY COUNTY 108			10,460.48	740.00	1,789.89	220.26	0.00	48.02	12,202.35
DELQ FOR 0041 EDINBURG CISD			1,333.04	145.69	526.23	55.35	0.00	10.03	1,849.24
BY COUNTY 108			1,333.04	145.69	526.23	55.35	0.00	10.03	1,849.24
TOTAL FOR 0041 EDINBURG CISD			11,793.52	885.69	2,316.12	275.61	0.00	58.05	14,051.59
BY COUNTY 108			11,793.52	885.69	2,316.12	275.61	0.00	58.05	14,051.59



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: August 14, 2020

MEETING DATE: August 17, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for August 3, 2020 Regular Called Meeting and August 11, 2020 Workshop Session.

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 - 8/14/2020
Final Approval - 8/14/2020

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, AUGUST 3, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, August 3, 2020 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Daniel Chavez
Comm. Ricardo Medina

**BOARD OF COMMISSIONERS PRESENT
VIA VIDEOCONFERENCE:** Comm. Eleazar Guajardo
Comm. Roberto “Bobby” Carrillo
Comm. Ramiro Caballero
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, ACM/City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Gary Rodriguez, Events Center Director
Criselda Rincon, Municipal Court Judge
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, Communications Director
Karina Lopez, Interim Chamber President

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:08 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION.

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

Ed Wylie, Interim City Manager, informed the City Commission the budget workshop was scheduled for Tuesday, August 11, 2020 from 9:00 a.m. to 1:00 p.m. at the Jose "Pepe" Salinas Recreation Center.

A) SUBMISSION OF CERTIFIED TOTALS FOR TAX ASSESSED VALUES 2020

Ed Wylie, Interim City Manager, introduced the item and reported the assessed value went up from \$3.1 billion to \$3.6 billion to equal an overall increase of 8.6%. He further reported the certified tax rolls were done and staff was currently working on the budget.

B) SUBMISSION OF FINANCIAL QUARTERLY REPORT FOR PERIOD ENDING JUNE 2020

Ed Wylie, Interim City Manager, introduced the item and stated the budget was on track and all accounts were fully funded. He also stated report was available in their packets and any questions could be entertained at this time.

C) CITY ENGINEER'S REPORT

Ed Wylie, Interim City Manager, introduced the item. He stated projects were on track and questions could be entertained at this time.

Mayor Hernandez asked if the City was on target with the timeline for the drainage system.

Ed Wylie, Interim City Manager, responded yes. He stated Omar Anzaldua, City Engineer and Comm. Carrillo were meeting with Drainage District representatives and this would be discussed in closed session.

Mayor Hernandez briefly explained the capacity of the drainage system would be increased to a 500-year drain capacity.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JULY 20, 2020 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE REHABILITATION OF THE EXPRESSWAY 83 ELEVATED WATER STORAGE TANK (PROJECT NO. 1920-01-528-C010-092) (ENGINEERING)

C) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. IMPERIUM EVENT CENTER, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, VACATING PLAT OF LA QUINTA SUBDIVISION LOTS 52-55, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5952 SOUTH CAGE BOULEVARD. CUP#190540
2. SHATT3R HOUSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.085-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK 1, J.T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 115 EAST PARK AVENUE. CUP#190533

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

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

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING CHAPTER 126, TRAFFIC AND VEHICLES, ARTICLE IV, OPERATION OF VEHICLES GENERALLY, BY ADDING NEW SECTION 126-150, TRAVERSING FLOODED STREETS WITH VEHICLE (ADOPTION ON 1ST READING) (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He explained state law had a section for traversing flooded streets and stated the ordinance would add a penalty of \$500 and recommended approval.

Comm. Chavez stated in south Pharr there were people driving around taking pictures and videos of flooded roads. He stated this caused damages to the homes due to the wake caused by vehicles and the purpose of the ordinance was to protect those homes.

There being no further comments, Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2020-26 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2008-36 CREATING A TEMPORARY SIXTY (60) DAY EXEMPTION FROM PERMIT FEES FOR REPAIR AND RECONSTRUCTION OF STRUCTURES DAMAGED DUE TO HURRICANE HANNA (ADOPTION ON 1ST READING) (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the city would waive permit fees for construction, repair, and remodeling of structures damaged due to Hurricane Hanna for a period of sixty (60) days. He further stated submittal of paperwork was still needed and recommended approval.

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

Ordinance No. O-2020-27 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF PHARR, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2020A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$18,150,000 PROVIDING FOR THE PAYMENT OF THE BONDS FROM A LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS; AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO (ADOPTION ON 1ST READING) (FINANCE)**

Ed Wylie, Interim City Manager, introduced the item. He briefly explained the City received funds from Texas Water Development Board for water improvements for the water plant and water system and recommended approval.

Mayor Hernandez asked for details on interest rate.

Bobby Villarreal, Estrada Hinojosa Financial Advisors, stated the interest rate for clean water was approximately 0.19% and the interest rate for drinking water was 0.27%. He also stated the City would be getting a loan principal forgiveness in the amount of \$1.68 million on the clean water and \$4 million on the drinking water.

There being no further comments, Comm. Chavez moved to approve as recommended. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2020-28 is filed with the City Clerk's Office.

- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF PHARR, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2020B IN THE AGGREGATE PRINCIPAL AMOUNT OF \$13,880,000 PROVIDING FOR THE PAYMENT OF THE BONDS FROM A LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS; AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND**

**MATTERS INCIDENT THERETO (ADOPTION ON 1ST READING)
(FINANCE)**

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

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

Ordinance No. O-2020-29 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE ANNUAL ACTION PLAN 2020 TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (GMCD)

Ed Wylie, Interim City Manager, introduced the item and stated this was the final action plan. He further recommended approval.

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

Mayor Hernandez asked if Hero's Act would have HUD funding. Ed Wylie, Interim City Manager, stated he was unsure but an item on the agenda to amend the budget would be placed if needed.

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

Resolution No. R-2020-38 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS OF THE BRIDGE BOARD (BRIDGE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the terms of Alberto Campero and Larry Hernandez were expiring and both members wished to be reappointed.

Comm. Medina **moved** to reappoint Alberto Campero and Larry Hernandez to the Bridge Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2020-39 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FISCAL YEAR (FY) 2020 FOR SUPPORTING LAW ENFORCEMENT, CRIME PREVENTION AND CRIMINAL JUSTICE PROGRAMS. CFDA #16.738 (POLICE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the grant was in the amount of \$14,303 and funds would be used for sky tower upgrades. He further recommended approval.

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

Resolution No. R-2020-40 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION FOR THE HELP OPEN PEOPLE'S EYES (HOPE) COVID-19 RESPONSE PROJECT TO DEPARTMENT OF JUSTICE (DOJ) FOR OT AND PERSONAL PROTECTIVE EQUIPMENT (GRANT NUMBER: 2020-VD-BX-0307) (POLICE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the grant was in the amount of \$45,149 and recommended approval.

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

Resolution No. R-2020-41 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION FOR THE HELP OPEN PEOPLE'S EYES (HOPE) COVID-19 RESPONSE PROJECT FROM OF THE OFFICE OF GOVERNOR FOR THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM, FY2020. GRANT NUMBER: 4131901 (POLICE)

Ed Wylie, Interim City Manager, introduced the item. He stated the grant amount was \$149,995 and was for personal protective equipment and overtime costs. He explained the city would purchase three crowd thermal imagers to be used at mass events and recommended approval.

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

Resolution No. R-2020-42 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON ORDER EXTENDING THE DECLARATION OF DISASTER FOR THE CITY OF PHARR, TEXAS (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He stated the Mayor issued a declaration of disaster due to the rains and flooding resulting from Hurricane Hanna and an extension of the declaration was necessary. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE NO. 1 AND FINAL ACCEPTANCE OF SINGLE MACHINE REPAVING PROJECT YEAR 5 WITH CUTLER REPAVING, INC. AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$270,914.76 (PROJECT #1920-40-510-C006-105) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated change order No. 1 was in the amount of \$55,000 and project included improvements to Veterans Blvd. (I Road). He recommended acceptance of project and release of final payment and retainage.

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

C) UPDATE ON CITY WIDE DRAINAGE MASTER PLAN (ENGINEERING)

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

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF REPLACEMENT CAMERAS IN THE POLICE DEPARTMENT FROM DHS SECURITY D/B/A 3SIXTY INTEGRATED THROUGH BUYBOARD #574-18. (PROJECT NO. 1920-01-518-P027-001) (IT)

Ed Wylie, Interim City Manager, introduced the item and stated all cameras at Police Department were old and needed to be replaced. He recommended the purchase of replacement cameras in the amount of \$65,931.31.

MINUTES: REGULAR CALLED MEETING
August 3, 2020

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

B) CONSIDERATION AND ACTION, IF ANY, ON EMERGENCY PURCHASE OF PUMPS AND RELATED ACCESSORIES FROM XYLEM PUMP RENTAL & SALES THROUGH THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT OF \$314,960.35.(PROJECT #1920-01-517-P026-001) (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item. He explained the items were set to be purchased next year but an emergency purchase was initiated due to the rains. He stated the purchase included three (3) six-inch pumps and one (1) twelve-inch pump and the related discharge hose and fittings. He further stated staff recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF THREE (3) 2021 CHEVROLET 1500 SILVERADO 4X2 CREW CAB SWB CC10543 THRU BUYBOARD CONTRACT # 601-19 FOR THE PARKS AND RECREATION DEPARTMENT (PROJECT NO. 1920-01-522-P028-003) (PARKS)

Ed Wylie, Interim City Manager, introduced the item. He stated vehicles were being purchased from Caldwell County Chevrolet in the amount of \$75,220 and recommended approval.

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

Mayor Hernandez asked if there was a local vendor that could offer better prices. Ignacio Amezcua, Purchasing Director, stated quotes were received from local vendors but he was recommending going with a BuyBoard company. Mayor Hernandez stated he preferred to utilize local vendors as much as possible.

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING STAFF TO LEASE THREE (3) TRACK DOZERS FROM DOGETT EQUIPMENT FOR A PERIOD OF SIX (6) MONTHS IN THE AMOUNT OF \$126,998.64 FOR USE AS PART

**OF THE CITY WIDE DRAINAGE CHANNEL IMPROVEMENT PROJECT
(PROJECT NO. 1920-01-517-S043-001) (PUBLIC WORKS)**

Ed Wylie, Interim City Manager, introduced the item. He stated the equipment would be used for hauling of dirt for the city-wide drainage ditch excavation project and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH PYRO SHOWS OF TEXAS FOR TWO (2) LIVE FIREWORKS DISPLAYS IN THE CITY OF PHARR FOR VETERANS DAY ON NOVEMBER 11, 2020 (EVENTS CENTER)

Ed Wylie, Interim City Manager, introduced the item. He stated the City would be presenting two live fireworks displays, one in north Pharr and one in south Pharr in observance of Veterans Day. He stated the cost was \$40,000 and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF LEASE AGREEMENT WITH TEXAS ALCOHOLIC BEVERAGE COMMISSION (TABC) (BRIDGE)

Ed Wylie, Interim City Manager, introduced the item. He briefly explained the City and the Texas Alcoholic Beverage Commission entered into a lease agreement for one vehicular booth which would expire on August 31, 2020. He stated the monthly rent was \$550 for a period of five years and recommended approval.

Comm. Medina **moved** to approve as recommended. 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 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 VARIOUS WATER AND WASTEWATER TREATMENT PLANT IMPROVEMENTS (PROJECT NO. 1920-60-583-S014-001 ROTATION LIST) (ENGINEERING)

MINUTES: REGULAR CALLED MEETING
August 3, 2020

Ed Wylie, Interim City Manager, introduced the item. He stated the City applied for Project Improvement Funds from the Texas Water Development Board for Water Treatment Plant and Wastewater Treatment Plant Improvements and requested authorization to negotiate and enter into an agreement for engineering services for design of projects.

Comm. Chavez **moved** to approve as recommended. Comm. Medina 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 AN ENGINEERING ASSESSMENT OF THE WASTEWATER COLLECTION SYSTEM OF PALO VERDE SUBDIVISION UNIT NO. 1. (PROJECT #1920-60-583-S014-001 ROTATION LIST) (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item. He stated two houses had sewer back-up issues and the owners have expressed concerns regarding the wastewater collection system in the subdivision. He requested to hire an engineer to analyze the existing wastewater collection system and determine if any improvements were needed.

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

- F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH DPC INDUSTRIES, INC. FOR THE PURCHASE AND DELIVERY OF CHLORINE & CALCIUM HYPO-CHLORITE (PROJECT #1819-60-582-SP013-011) (PURCHASING)**

Ed Wylie, Interim City Manager, introduced the item. He stated this a one-year extension at current pricing and recommended approval.

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

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

MINUTES: REGULAR CALLED MEETING
August 3, 2020

The time being 4:33 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

Comm. Carrillo entered the meeting at this point of the agenda. The time being 4:33 p.m.

ITEM 11. RECONVENE

The time being 5:28 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE

C) UPDATE ON CITY WIDE DRAINAGE MASTER PLAN (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated no action was needed.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:28 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 3rd DAY OF AUGUST 2020 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code

MINUTES: REGULAR CALLED MEETING
August 3, 2020

(Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

**MINUTES
BOARD OF COMMISSIONERS
WORKSHOP SESSION
AUGUST 11, 2020
1011 W. KELLY AVE.**

The Board of Commissioners of the City of Pharr, Texas, met in a Workshop Session on Tuesday, August 11, 2020 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Itza Flores

STAFF PRESENT: Edward Wylie, Interim City Manager
Hilda Pedraza, ACM/City Clerk
Anali Alains, ACM
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Dir.
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Criselda Flores, Municipal Court Judge
Leonardo Perez, Fire Chief
Andy Harvey, Jr., Police Chief
Melanie Cano, Dev. Services Dir.
Pilar Rodriguez, Public Works Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Raul Garza, GMCD Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Dir.
Daniel Ramirez, Communications Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 9:07 a.m. Roll call established a quorum.

MINUTES: BUDGET WORKSHOP
AUGUST 11, 2020

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. ADMINISTRATIVE

A) WELCOMING REMARKS BY CITY MANAGER AND/OR MAYOR

Ed Wylie, Interim City Manager, welcomed everyone in attendance and briefly went over this year's budget process.

At this time, Mayor Hernandez introduced new Directors Andy Harvey, Jr., Police Chief; Ruben Rosales, Public Utilities Director; Criselda Flores, Municipal Judge; Veronica Ramirez, HR Director; and Ignacio Amezcua, Purchasing Director.

B) DISCUSSION OF PENDING AND/OR PROPOSED CITY PROJECTS, PROGRAMS AND INDIVIDUAL DEPARTMENTAL DIVISIONS, DUTIES, ROLES, STRUCTURE, EVALUATION; DISCUSSION OF THE FISCAL YEAR 2020-2021 THRU FISCAL YEAR 2022-2023 BUDGET FOR ALL CITY GENERALLY AND INCLUDING THE FOLLOWING ENTITIES: TAX INCREMENT REINVESTMENT ZONE (TIRZ); TAX INCREMENT REINVESTMENT ZONE II (TIRZ II); PHARR ECONOMIC DEVELOPMENT CORPORATION II (PEDC); PHARR HOUSING FINANCE CORPORATION (PHFC); PHARR HOUSING FINANCE CORPORATION JACKSON PLACE APTS.; AND PHARR PUBLIC FACILITIES CORPORATION; DISCUSSION ON CAPITAL PURCHASES, CAPITAL IMPROVEMENT PROJECTS, PERSONNEL, AND DEBT

Ed Wylie, Interim City Manager, introduced the item and called upon Karla Saavedra, Finance Director, for presentation on the city-wide budget.

Karla Saavedra, Finance Director, gave a recap of FY 2019-2020 Budget and current budget challenges. She also went over the FY2020-2021 city-wide budget by department and stated the city-wide total budget was \$106,653,900 excluding capital projects and proposed budget was balanced.

Comm. Chavez entered the meeting at this point of the agenda. The time being 9:34 a.m.

Omar Anzaldúa, City Engineer, went over the Capital Improvements Project FY 2020-2021 and gave an overview of projects currently under design and construction and proposed projects for capital outlay funding.

MINUTES: BUDGET WORKSHOP
AUGUST 11, 2020

Luis Bazan, Bridge Director, gave a presentation on Pharr International Bridge and went over the building and expansion projects.

4. 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, INCLUDING ITEM 2

None.

5. RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY, ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION

None.

5. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Workshop meeting adjourned at 12:01 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 11th DAY OF AUGUST 2020 the Board of Commissioners of the City of Pharr, Texas convened in a **WORKSHOP SESSION** at the Commissioner's Room located at 1011 W. Kelly Ave., Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

MINUTES: BUDGET WORKSHOP
AUGUST 11, 2020

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: August 4, 2020

MEETING DATE: August 17, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action on request from Hidalgo County Elections Department to use the Pharr Development and Research Center and the Jose "Pepe" Salinas Recreation Center as Early Voting and Election Day polling locations for the November 3, 2020 General Elections.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Hidalgo County Elections Department is requesting the use of city facilities for the November 3, 2020 General Elections. The request is for Early Voting and Election Day.

Early Voting starts Tuesday, October 13, 2020 and ends Friday, October 30, 2020.

Election Day is Tuesday, November 3, 2020.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 8/4/2020

Adolfo Garcia

Approved - 8/6/2020

Sergio Alanis

Approved - 8/6/2020

Patricia Rigney

Approved - 8/7/2020

City Management Office

Final Approval - 8/14/2020



Via facsimile

ELECTIONS DEPARTMENT

County of Hidalgo



Nov. 3, 2020 Elections Early Voting & Election Day Request(s)

August 3, 2020

To: Hilda Pedraza, City of Pharr

We are requesting the use of your facility(s) as an **Early Voting** and **Election Day** polling location(s) for the upcoming November General Election. As per Governor Abbott's Proclamation, please see attached, Early Voting has been extended to begin one week earlier. Please review the dates below.

Early Voting Dates and Hours:

Day:	Date:	Hours:
Tuesday/ martes	Oct. 13, 2020	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 14, 2020	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 15, 2020	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Oct. 16, 2020	7: 00 A.M.- 7:00 P.M.
Saturday/ sabado	Oct. 17, 2020	7: 00 A.M.- 7:00 P.M.
Sunday/ domingo	Oct. 18, 2020	10: 00 A.M.- 3:00 P.M.
Monday/ lunes	Oct. 19, 2020	7: 00 A.M.- 7:00 P.M.
Tuesday/ martes	Oct. 20, 2020	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 21, 2020	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 22, 2020	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Oct. 23, 2020	7: 00 A.M.- 7:00 P.M.
Saturday/ sabado	Oct. 24, 2020	7: 00 A.M.- 7:00 P.M.
Sunday/ domingo	Oct. 25, 2020	10: 00 A.M.- 3:00 P.M.
Monday/ lunes	Oct. 26, 2020	7: 00 A.M.- 7:00 P.M.
Tuesday/ martes	Oct. 27, 2020	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 28, 2020	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 29, 2020	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Oct. 30, 2020	7: 00 A.M.- 7:00 P.M.

Election Day

Tuesday/ martes	Nov. 3, 2020	7: 00 A.M.- 7:00 P.M.
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Please complete the separate form along with this letter and fax, (956) 393-2039, or email your response to the email located below as soon as possible. If you have any questions, please do not hesitate to contact me.

Sincerely,

Cindy Lopez

Elections Specialist

(956)318-2570 ext. 5729

Email: cindy.lopez@co.hidalgo.tx.us

Register & Vote! Visit our website www.hgoco.net/elections #hidalgocountyvotes

Nov. 3, 2020 General Elections
Early Voting and/or Election Day
Polling Location(s) Request for:

Facility requested: Development & Research Center- 850 W. Dicker Rd. Pharr, TX.

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Early Voting

Election Day

Designated Voting Area: _____

Location Contact Info #1: _____

Location Contact Info #2: _____

Please check **ALL** that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

Please fill out polling place checklist below.

Complete ADA Polling Checklist can be found at https://www.ada.gov/votingck.htm	YES	NO
<u>PARKING AREA/ROUTE TO ENTRANCE</u>		
1. Is the parking area paved?		
2. Is there 1 accessible parking space with an access aisle?		
3. Is the accessible parking space marked with the international symbol of accessibility?		
4. Is the route from the access aisle to the building entrance even?		
5. If there are steps, is a compliant ramp provided?		
<u>BUILDING ENTRANCE/ ROUTE TO VOTING AREA</u>		
1. Does the building have an accessible entrance 32 inches minimum in width?		
2. Is the door handle operable without twisting/turning?		
3. Does the route to the Voting Area provide a clear 3 ft. wide path?		
<u>VOTING AREA</u>		
1. Does the room provide space for maneuvering a wheel chair to the voting machine?		
2. Does the room provide sufficient turning space for a wheel chair at the voting machine?		
3. Does the room have cameras?		
<u>Covid-19 SUPPLEMENTAL INFO./ PPE DISPOSAL & FACILITY MANAGEMENT</u>		
1. Will the designated voting area be cleared out for poll worker set-up?		
2. Will you be providing trash cans & trash bags at the polling location?		
3. Can your facilities mgmt. visit the polling location 2 times per day to dispose of the trash?		
3A. If No , how many times per day can they visit the polling location?		
4. Does the polling location have restrooms available for the poll workers?		
4A. Will the restrooms stocked with hand soap?		
4B. Will the restrooms be stocked with toilet paper?		

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956)393-2039/cindy.lopez@co.hidalgo.tx.us

Nov. 3, 2020 General Elections
Early Voting and/or Election Day
 Polling Location(s) Request for:

Facility requested: Jose Pepe Salinas Center- 1011 W. Kelly Ave. Pharr, TX.

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Early Voting

Election Day

Designated Voting Area: _____

Location Contact Info #1: _____

Location Contact Info #2: _____

Please check **ALL** that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

Please fill out polling place checklist below.

Complete ADA Polling Checklist can be found at https://www.ada.gov/votingck.htm	YES	NO
<u>PARKING AREA/ROUTE TO ENTRANCE</u>		
1. Is the parking area paved?		
2. Is there 1 accessible parking space with an access aisle?		
3. Is the accessible parking space marked with the international symbol of accessibility?		
4. Is the route from the access aisle to the building entrance even?		
5. If there are steps, is a compliant ramp provided?		
<u>BUILDING ENTRANCE/ ROUTE TO VOTING AREA</u>		
1. Does the building have an accessible entrance 32 inches minimum in width?		
2. Is the door handle operable without twisting/turning?		
3. Does the route to the Voting Area provide a clear 3 ft. wide path?		
<u>VOTING AREA</u>		
1. Does the room provide space for maneuvering a wheel chair to the voting machine?		
2. Does the room provide sufficient turning space for a wheel chair at the voting machine?		
3. Does the room have cameras?		
<u>Covid-19 SUPPLEMENTAL INFO./ PPE DISPOSAL & FACILITY MANAGEMENT</u>		
1. Will the designated voting area be cleared out for poll worker set-up?		
2. Will you be providing trash cans & trash bags at the polling location?		
3. Can your facilities mgmt. visit the polling location 2 times per day to dispose of the trash?		
3A. If No , how many times per day can they visit the polling location?		
4. Does the polling location have restrooms available for the poll workers?		
4A. Will the restrooms stocked with hand soap?		
4B. Will the restrooms be stocked with toilet paper?		

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956)393-2039/cindy.lopez@co.hidalgo.tx.us



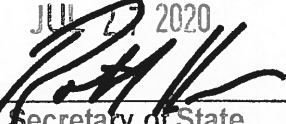
GOVERNOR GREG ABBOTT

July 27, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

2:00pm O'CLOCK

JUL 27 2020


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation suspending certain statutes concerning elections on November 3, 2020.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,



Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, pursuant to legislative authorization under Chapter 418 of the Texas Government Code, I have issued executive orders, proclamations, and suspensions of Texas laws in response to the COVID-19 disaster, aimed at using the least restrictive means available to protect the health and safety of Texans and ensure an effective response to this disaster; and

WHEREAS, Section 41.001(a) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on November 3, 2020; and

WHEREAS, I issued a proclamation on March 18, 2020, suspending Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise have held elections on May 2, 2020, to move their general and special elections for 2020 only to the November 3, 2020 uniform election date; and

WHEREAS, Texas law provides that eligible voters have a right to cast a vote in person; and

WHEREAS, as counties across Texas prepare for the upcoming elections on November 3, 2020, and establish procedures for eligible voters to exercise their right to vote in person, it is necessary that election officials implement health protocols to conduct elections safely and to protect election workers and voters; and

WHEREAS, in order to ensure that elections proceed efficiently and safely when Texans go to the polls to cast a vote in person during early voting or on election day for the November 3, 2020 elections, it is necessary to increase the number of days in which polling locations will be open during the early voting period, such that election officials can implement appropriate social distancing and safe hygiene practices; and

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:00 PM O'CLOCK

JUL 27 2020

WHEREAS, Section 85.001(a) of the Texas Election Code provides that the period for early voting by personal appearance begins 17 days before election day; and

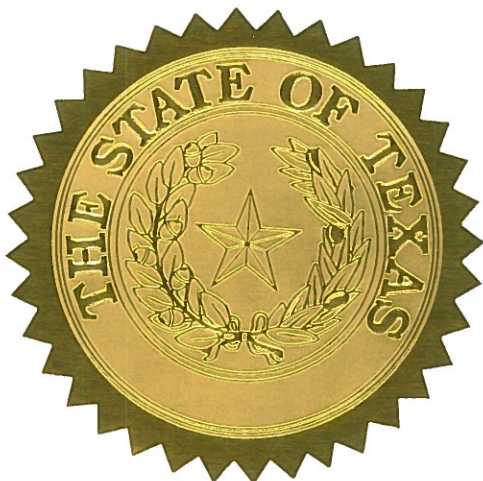
WHEREAS, Section 86.006(a-1) of the Texas Election Code provides that a voter may deliver a marked mail ballot in person to the early voting clerk's office while the polls are open on election day; and

WHEREAS, in consultation with the Texas Secretary of State, it has become apparent that for the November 3, 2020 elections, strict compliance with the statutory requirements in Sections 85.001(a) and 86.006(a-1) of the Texas Election Code would prevent, hinder, or delay necessary action in coping with the COVID-19 disaster, and that providing additional time for early voting will provide Texans greater safety while voting in person; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the legislature has expressly authorized the Governor to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster;

NOW, THEREFORE, I, GREG ABBOTT, Governor of Texas, under the authority vested in me by the Constitution and laws of the State of Texas, do hereby suspend Section 85.001(a) of the Texas Election Code to the extent necessary to require that, for any election ordered or authorized to occur on November 3, 2020, early voting by personal appearance shall begin on Tuesday, October 13, 2020, and shall continue through the fourth day before election day. I further suspend Section 86.006(a-1) of the Texas Election Code, for any election ordered or authorized to occur on November 3, 2020, to the extent necessary to allow a voter to deliver a marked mail ballot in person to the early voting clerk's office prior to and including on election day.

The Secretary of State shall take notice of this proclamation and shall transmit a copy of this order immediately to every County Judge of this state and all appropriate writs will be issued and all proper proceedings will be followed to the end that said elections may be held and their results proclaimed in accordance with law.



IN TESTIMONY WHEREOF, I have hereto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 27th day of July, 2020.

A handwritten signature in black ink, reading "Greg Abbott", written over a horizontal line.

GREG ABBOTT
Governor of Texas

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:00 PM O'CLOCK

JUL 27 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:00 pm O'CLOCK
JUL 27 2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

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 - 8/13/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting 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 Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. **CUP#100623**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). **CUP#100623**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020

City Management Office

Final Approval - 8/14/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 17, 2020

Conditional Use Permit **Renewal** for ABC – Verona Event Center II, LLC

Background:

Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for Verona Event Center II, LLC.

The property is located at 109 East Ferguson Avenue. It is zoned Heavy Commercial District (H-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 request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC_VERONA EVENT CENTER II, LLC_A & S RODRIGUEZ_2010



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#100623 (VERONA EVENT CENTER II, LLC)

GENERAL INFORMATION:

APPLICANT: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 109 East Ferguson Avenue.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned Heavy Commercial District (H-C) to the east and west, Single-Family Residential District (R-1) to the south and Single-Family Residential District for Small Lots (R-1A) to the north. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

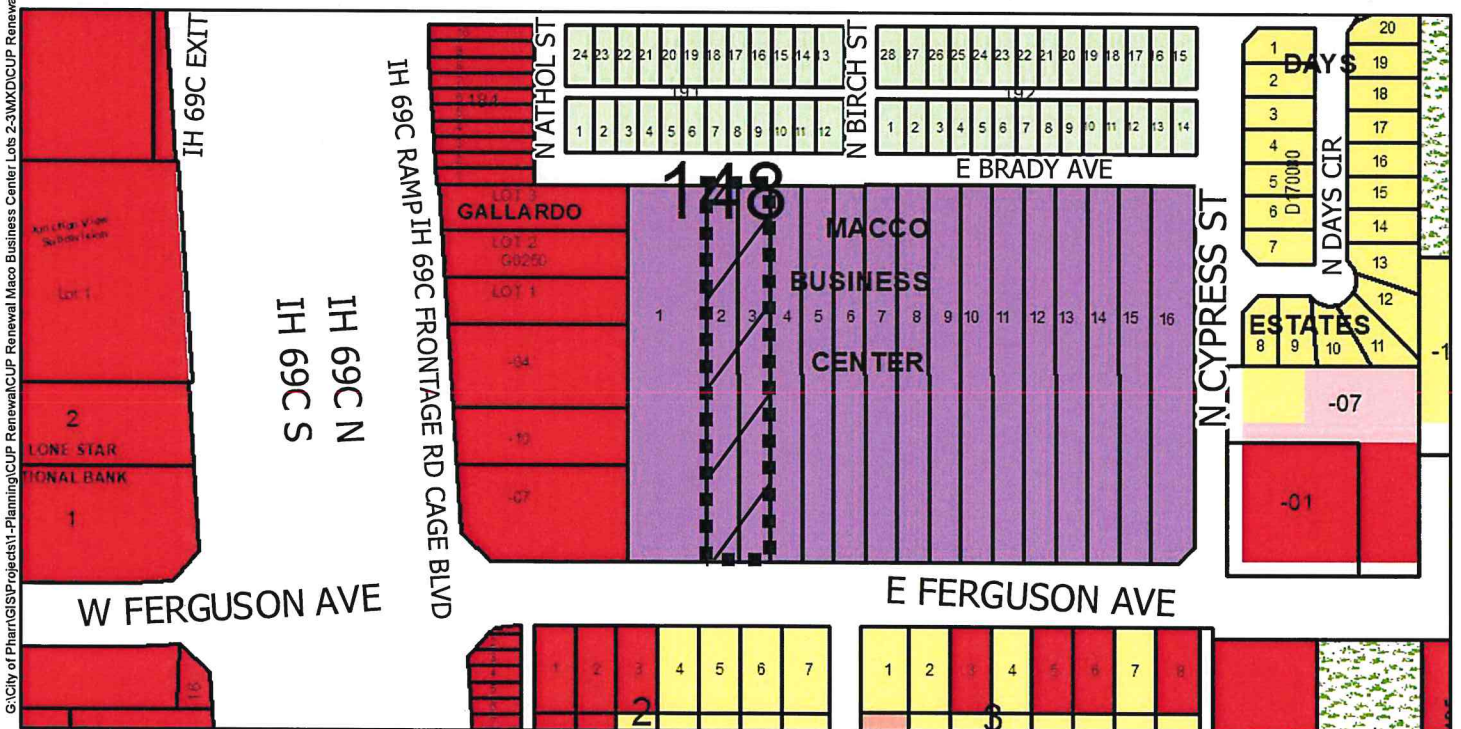
**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

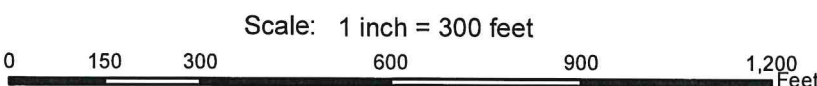
Development Services recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the site and applicant being in compliance with all City Ordinances and City Department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

Conditional Use Permit Renewal
Macco Business Center Lots 2-3
Verona Event Center II
Antonio & Sylvia Rodriguez



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

City of Pharr, Texas
Engineering Department
956.702.5355





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: The City of Pharr, d/b/a Pharr Events Center, 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 Lot 1, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3000 North Cage Boulevard. **CUP#160627**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr, d/b/a Pharr Events Center, 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#160627**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 17, 2020

Conditional Use Permit for ABC –

Pharr Events Center

Background:

The City of Pharr 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 4th renewal for Pharr Events Center.

The property is located at 3000 North Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the request for 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\ABC_PHARR EVENTS CENTER_CITY OF PHARR_2016



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#160627** (CITY OF PHARR, D/B/A PHARR EVENTS CENTER)

GENERAL INFORMATION:

APPLICANT: The City of Pharr, d/b/a Pharr Events Center, 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 Lot 1, Tip-O-Texas Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 3000 North Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural Open-Space District (A-O) to the North, Limited Industrial District (L-I) to the South, Mobile-Home Residential District (R-MH) to the East and General Business District (C) and Limited Industrial District (L-I) to the West. The area is generally designated for commercial use in the Land Use Plan.

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

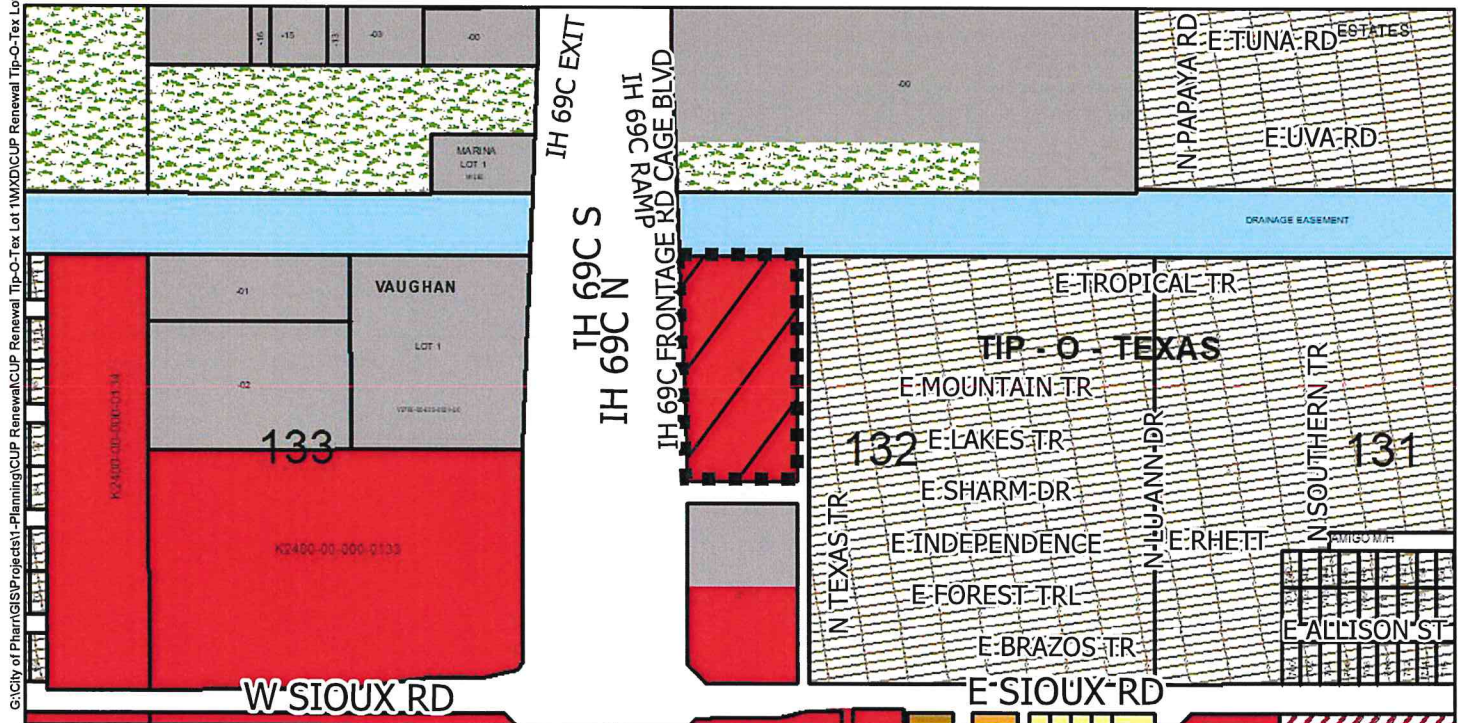
FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION: Recommends approval of the Conditional Use Permit.

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

PLANNING DEPARTMENT: Recommends approval of the Conditional Use Permit.

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



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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.3.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. **CUP#120529**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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#120529**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 17, 2020

Conditional Use Permit **Renewal** for ABC – George's Dance Hall

Background:

R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 8th renewal for George's Dance Hall.

The property is located at 6801 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_GEORGE'S DANCE HALL_L GARZA_2012



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC - FILE NO. CUP#120529 (GEORGE'S DANCE HALL)

GENERAL INFORMATION:

APPLICANT: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, 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 Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6801 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the north and south, Single-Family Residential District (R-1) to the east and Pharr City Limit lies to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

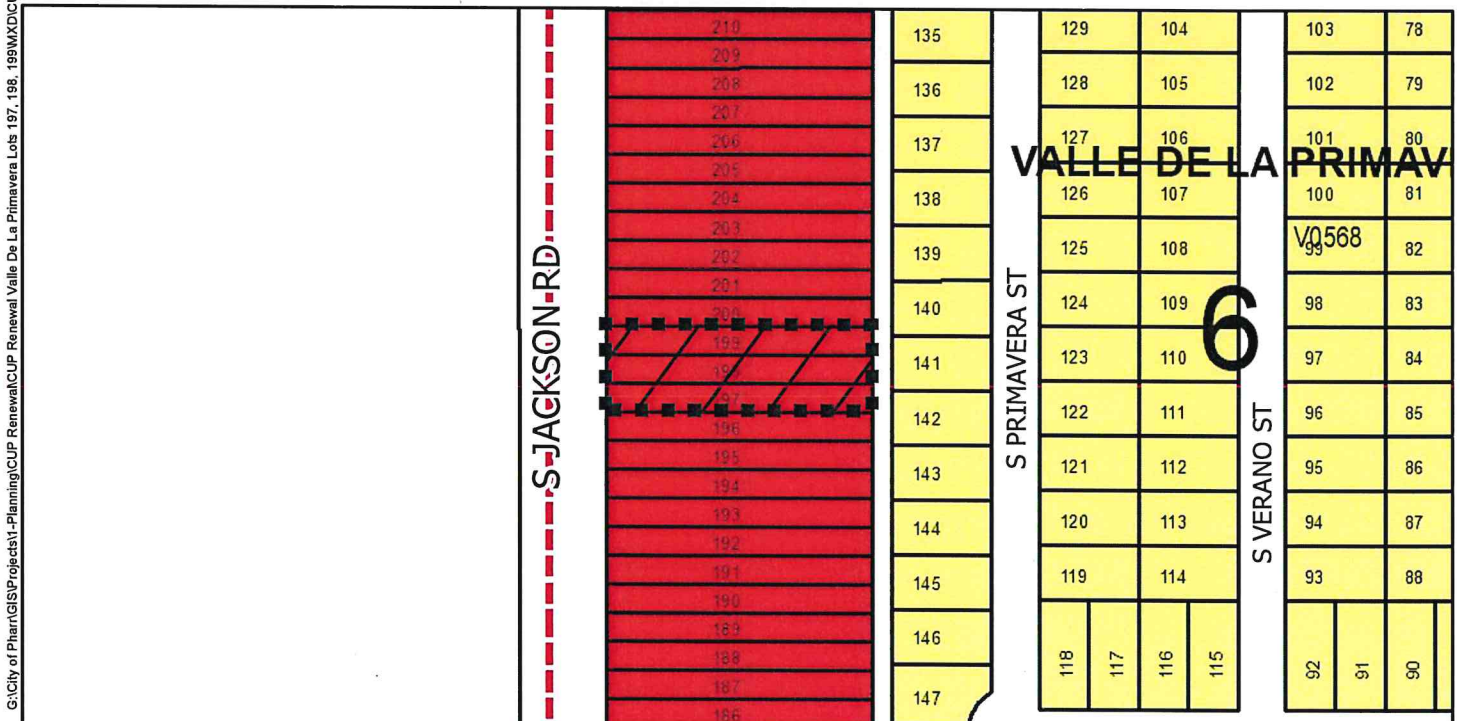
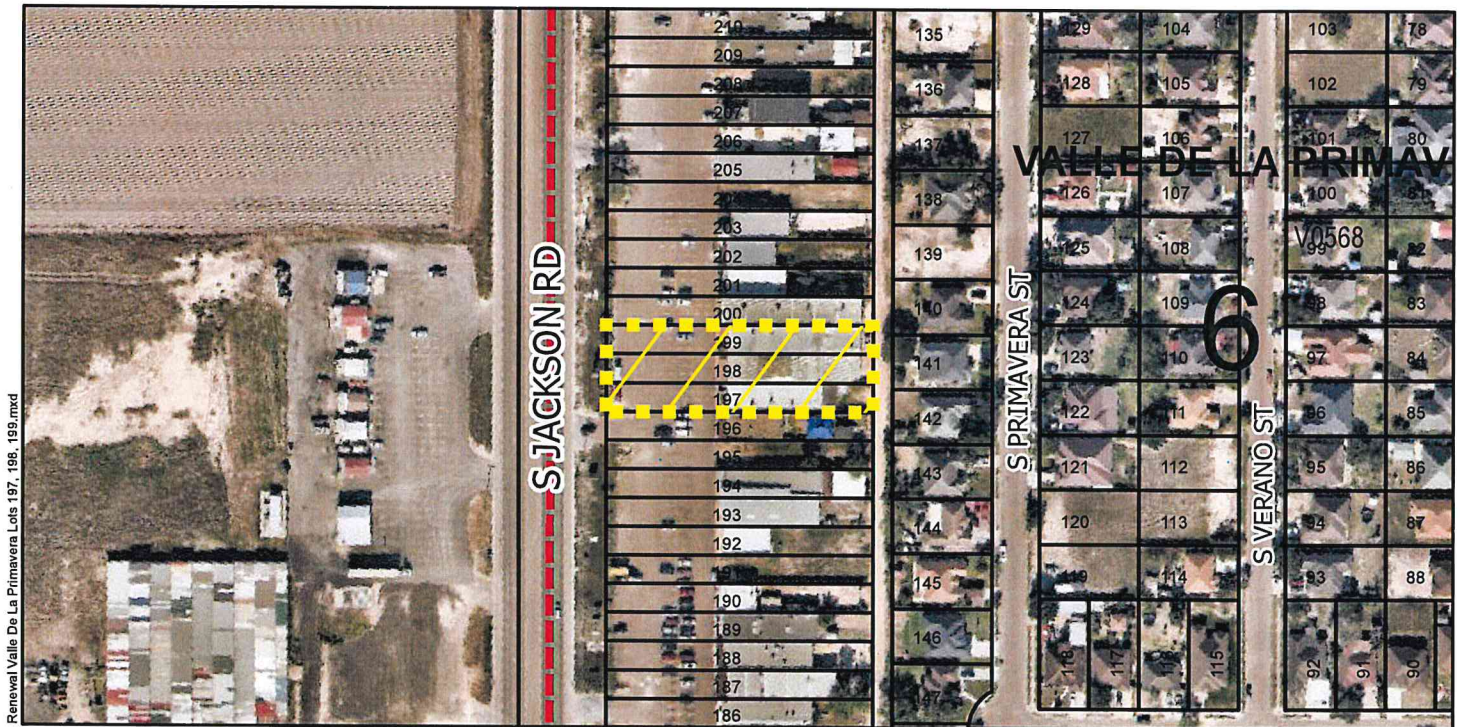
**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
Valle De La Primavera Lots 197, 198, 199
George's Dance Hall/ RGV & Associates



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 8/10/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.4.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Smokin' Moon, 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 Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Smokin' Moon, 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 Heavy Commercial District (H-C). **CUP#180648**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 17, 2020

Conditional Use Permit **Renewal** for ABC – Smokin' Moon, LLC.

Background:

Smokin' Moon, 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 Smokin' Moon, LLC.

The property is located at 1617 West Polk Avenue. It is zoned Heavy Commercial District (H-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 request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC\ABC_SMOKIN' MOON, LLC_2018



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020
TO: MAYOR AND CITY COMMISSION
THROUGH: EDWARD WYLIE, CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#180648 (SMOKIN' MOON, LLC.)

GENERAL INFORMATION:

APPLICANT: Smokin' Moon, 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 Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1617 West Polk Avenue.

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

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

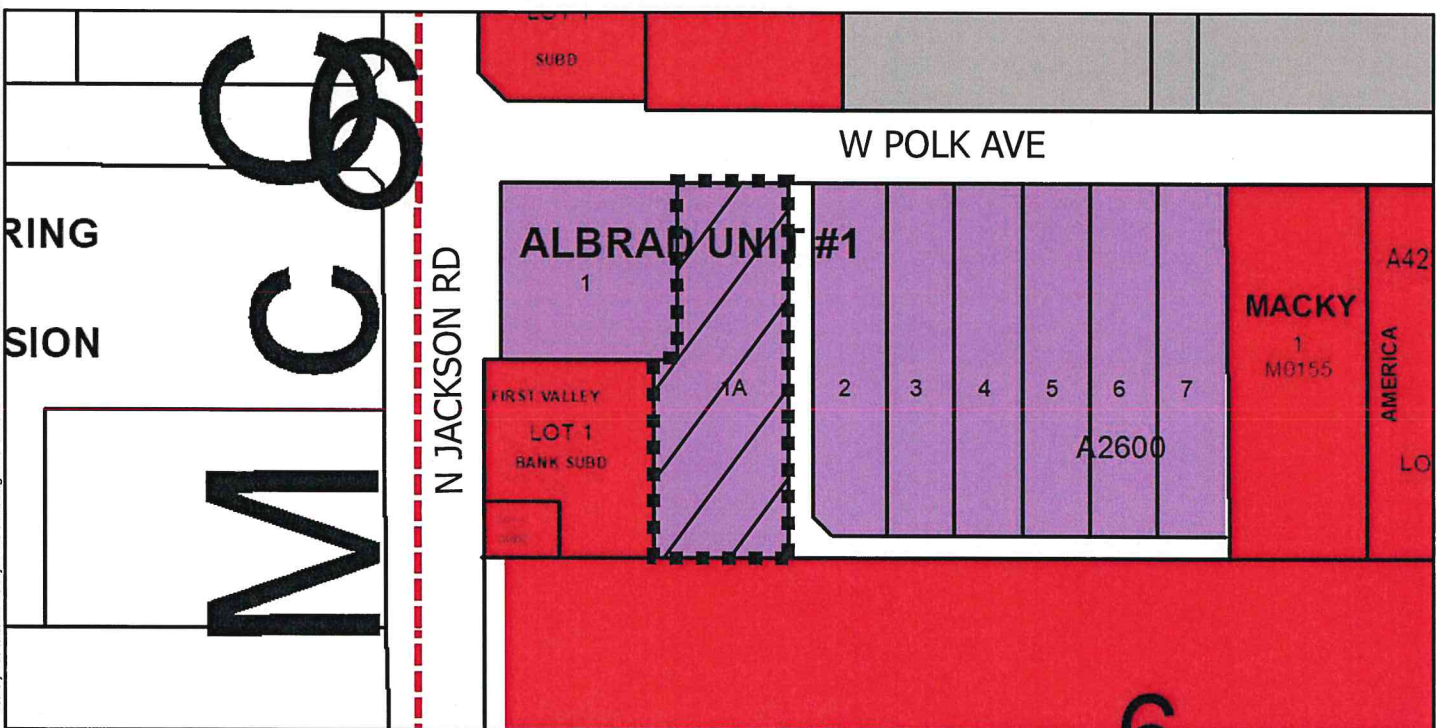
PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES

RECOMMENDATIONS:

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



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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.5.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acre, more or less, out of Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1. **CUP#120424**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#120424**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 17, 2020

Conditional Use Permit **Renewal** for ABC – Kurai Chinese & Sushi Restaurant

Background:

Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Kurai Chinese & Sushi Restaurant

The property is located at 1201 South Jackson Road, Suite 1. 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 request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC\ABC_KURAI CHINESE & SUSHI RESTAURANT_2012



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. **CUP#120424** (KURAI CHINESE & SUSHI RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.05 acre, more or less, out of Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson, Suite 1.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North, South, and East and Pharr City Limit lies to the West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

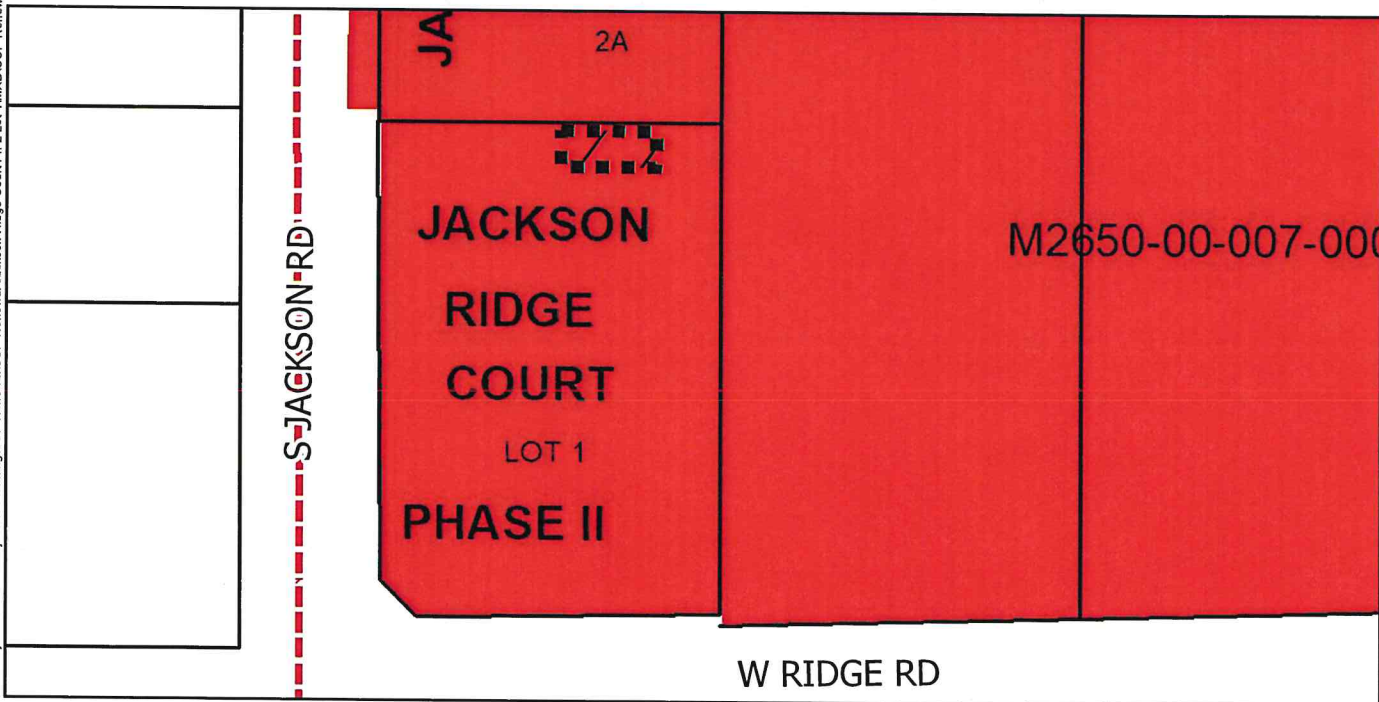
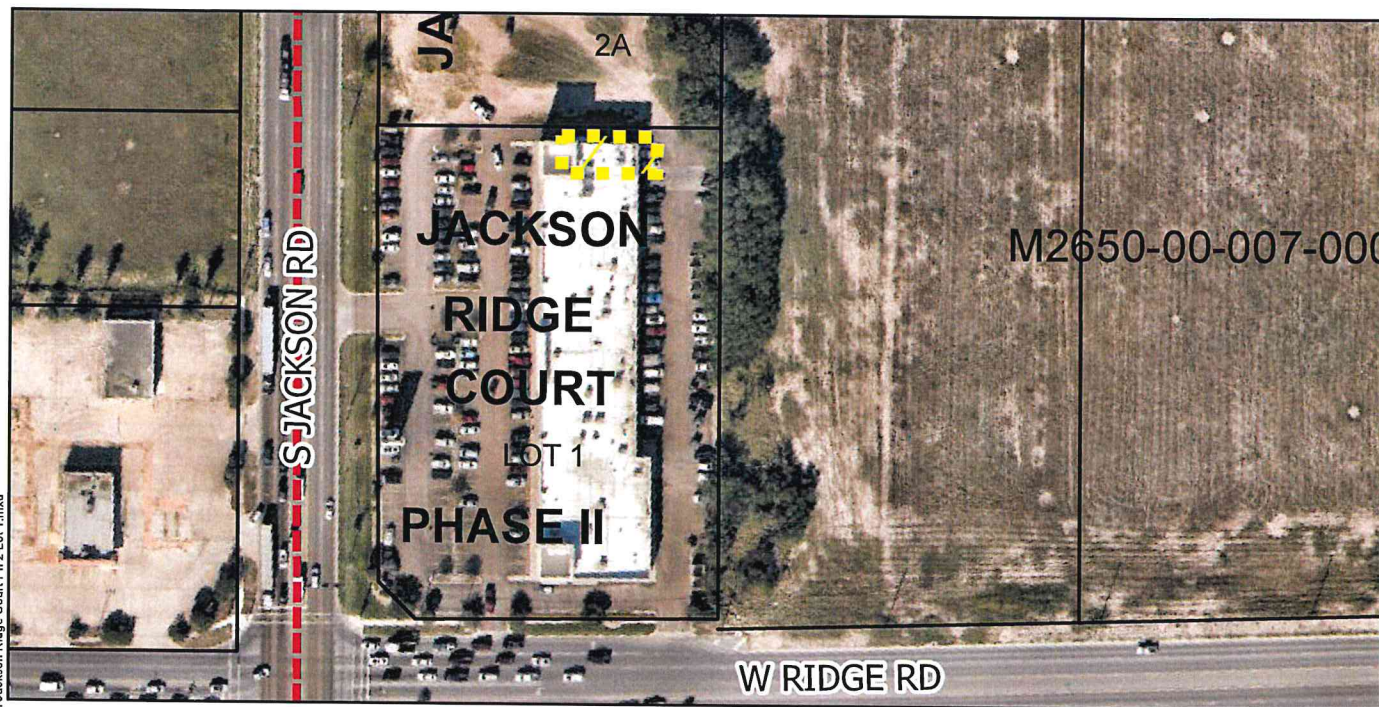
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
 Jackson Ridge Court Ph 2 Lot 1
 Kurai Chinese & Sushi Rest./ Organista



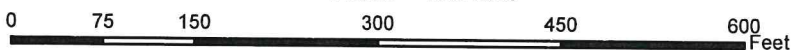
G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\Jackson Ridge Court Ph 2 Lot 1\1MXDCUP Renewal Jackson Ridge Court Ph 2 Lot 1.mxd



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 150 feet



Date: 5/26/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.6.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. **CUP#170740**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#170740**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 17, 2020

Conditional Use Permit **Renewal** for ABC –

On the Grill Restaurant

Background:

On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for On the Grill Restaurant.

The property is located at 1201 South Jackson Road, Suite 7. 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 request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC-On the Grill Restaurant_MTorres_2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#170740 (MARIO ALBERTO TORRES D/B/A ON THE GRILL RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson Road, Suite 7.

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 city limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

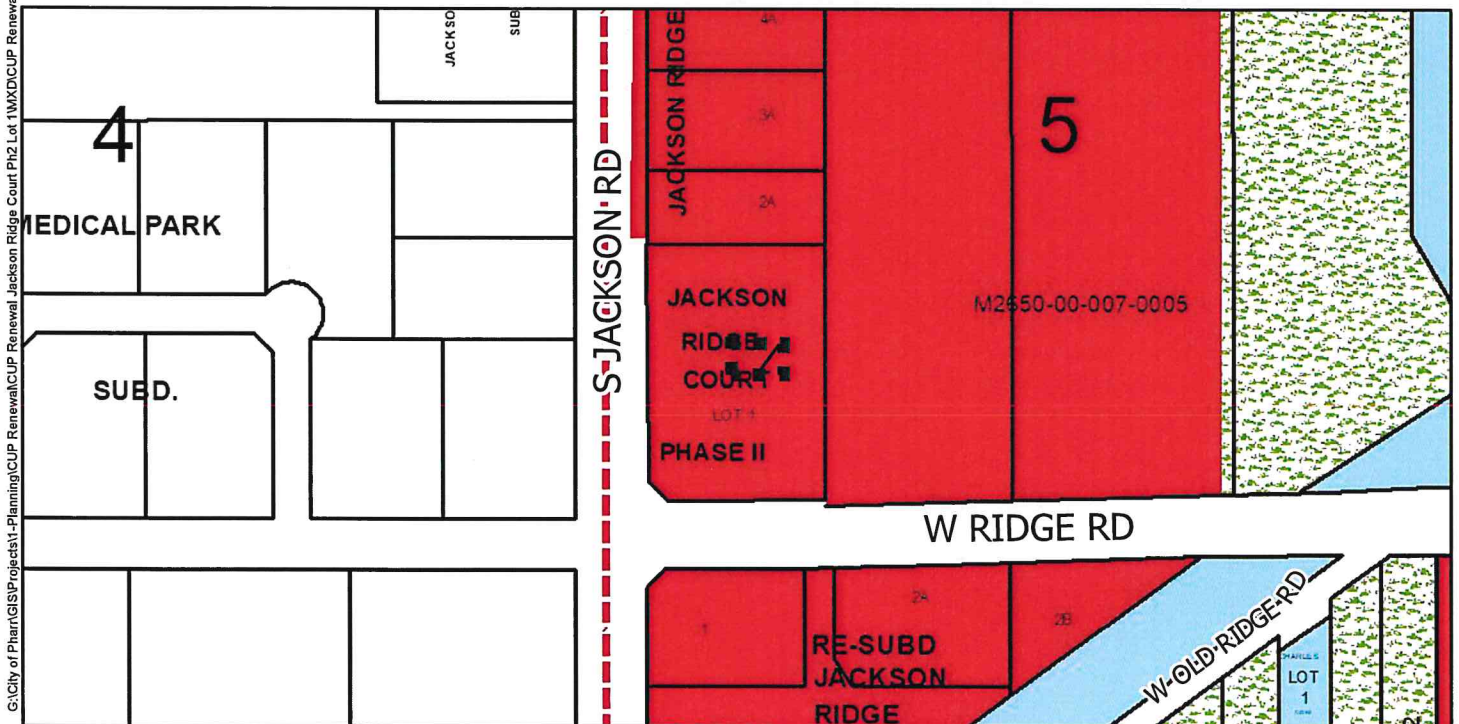
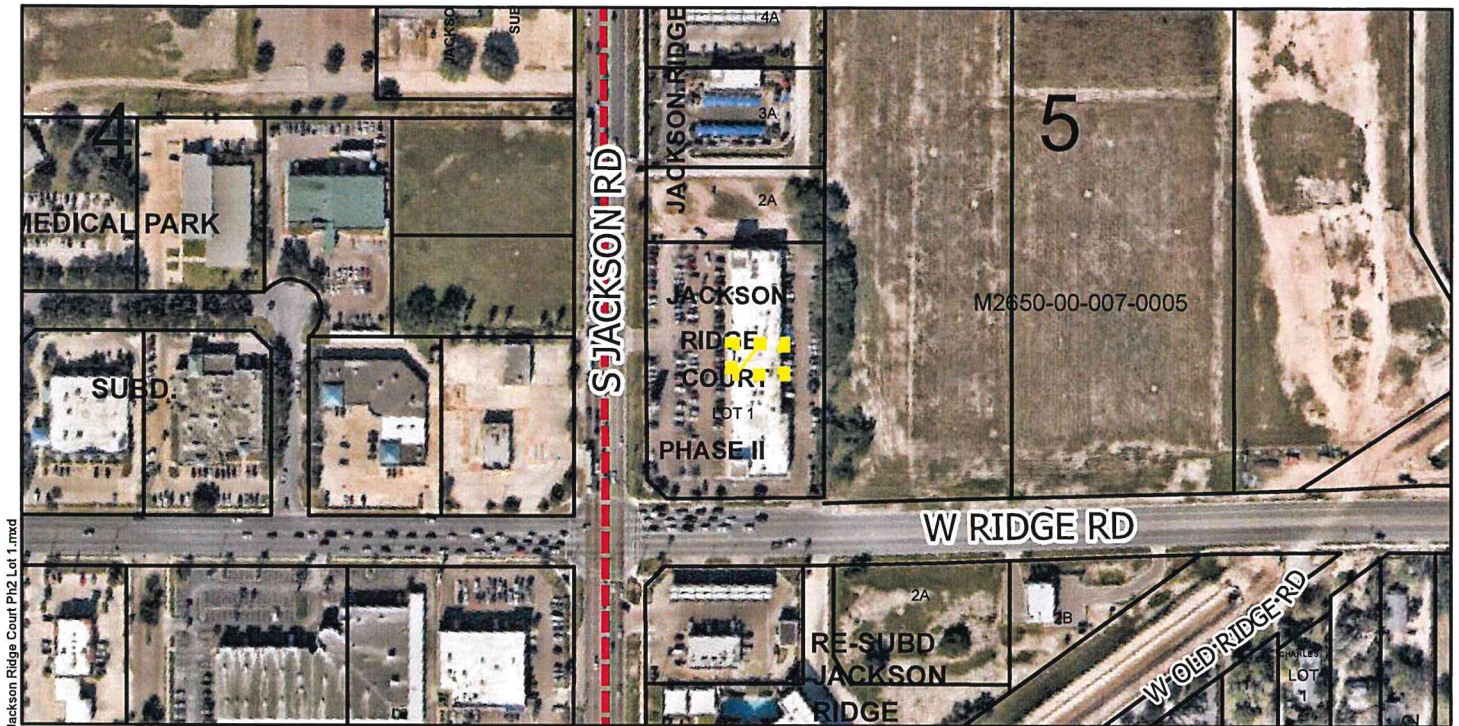
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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

Conditional Use Permit Renewal
Jackson Ridge Court Ph2 Lot 1
On the Grill Restaurant/ Mario Alberto Torres



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 8/11/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.7.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. **CUP#190641**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#190641**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 17, 2020

Conditional Use Permit **Renewal** for ABC –

Sepi's

Background:

Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Sepi's.

The property is located at 212 West State Street. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020
TO: MAYOR AND CITY COMMISSION
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#190641 (SEPI'S)
--

GENERAL INFORMATION:

APPLICANT: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 212 West State Street.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north, east and west and General Business District (C) to the south. 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.

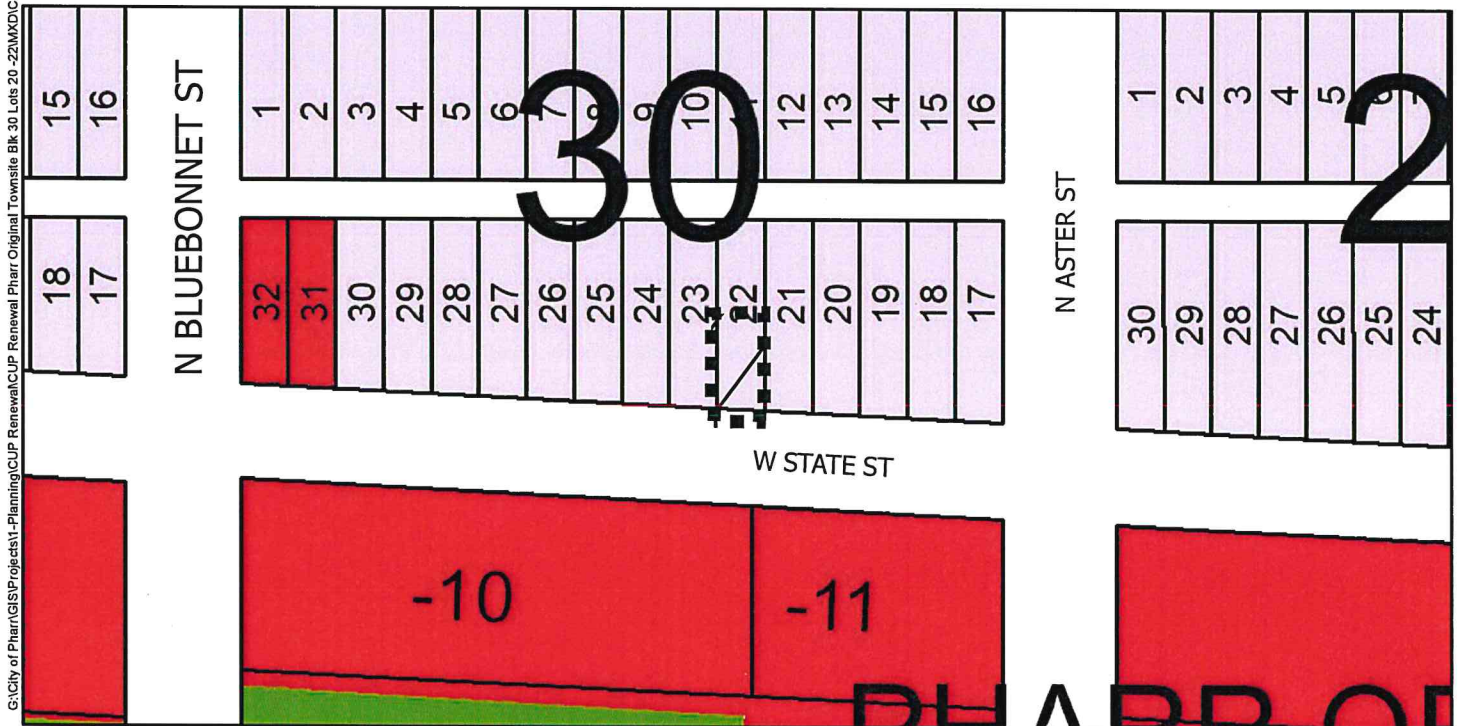
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

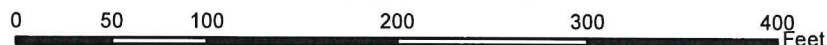
**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

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 - 8/13/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.1.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: NAIN Engineering, L.L.C., representing Benjamin Cavazos, Member of Badger's Investments, L.L.C., is requesting final plat approval of the proposed G.E.C. Subdivision. The property is legally described as being a 4.13-acre tract of land, out of Lot 96, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5201 North Veterans Boulevard ("I" Rd.). **SUB#190718**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: NAIN Engineering, L.L.C., representing Benjamin Cavazos, Member of Badger's Investments, L.L.C., is requesting final plat approval of the proposed G.E.C. Subdivision. **SUB#190718**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed G.E.C. Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed G.E.C. Subdivision.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: G.E.C. SUBDIVISION FILE NO. SUB#190718
--

GENERAL INFORMATION:

APPLICANT: NAIN Engineering, L.L.C., representing Benjamin Cavazos, Member of Badger's Investments, L.L.C., is requesting final plat approval of the proposed G.E.C. Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 4.13-acre tract of land, out of Lot 96, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5201 North Veterans Boulevard ("I" Rd.).

ZONING: The property is currently zoned Heavy Commercial District (H-C). The adjacent zones are Agricultural and/or Open Space District (A-O) to the north, south and west and city limits lie to the east. The property is designated for commercial and public/semi-public use in the Land Use Plan.

PROPERTY PROPOSED USE: Trucking business.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed G.E.C. 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.

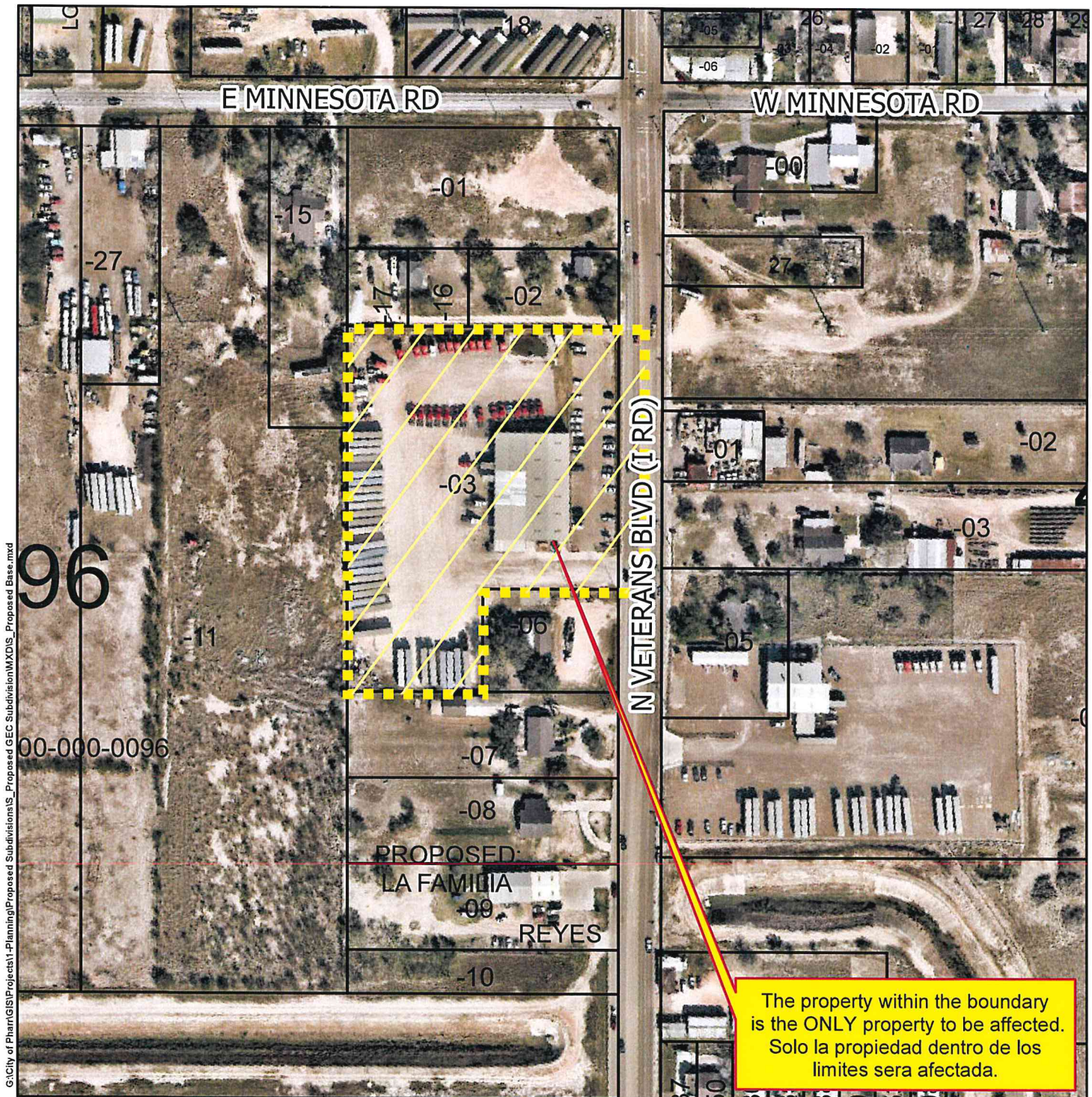
WATER: 1. In compliance.

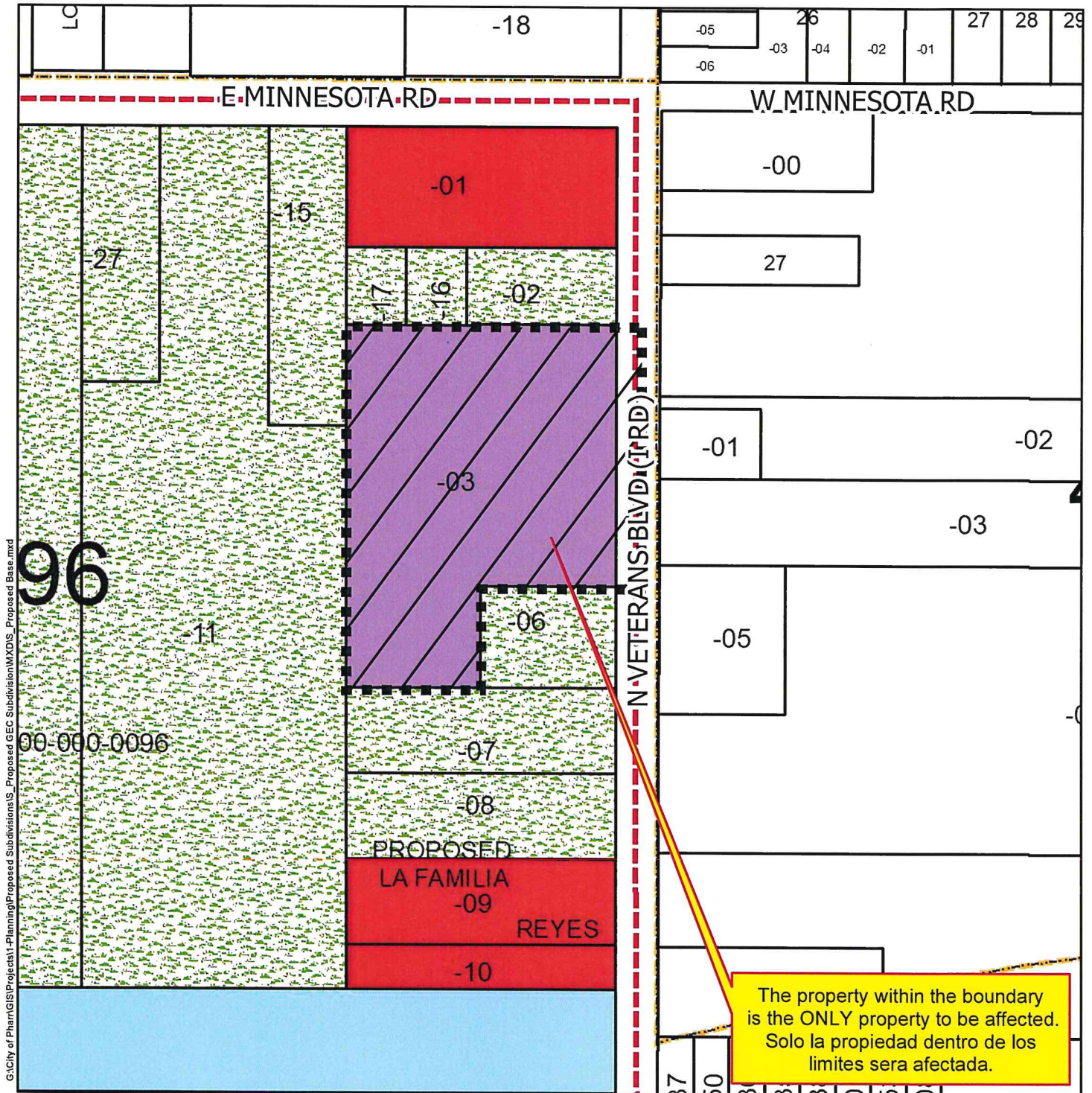
SEWER: 1. In compliance.

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 G.E.C. Subdivision.





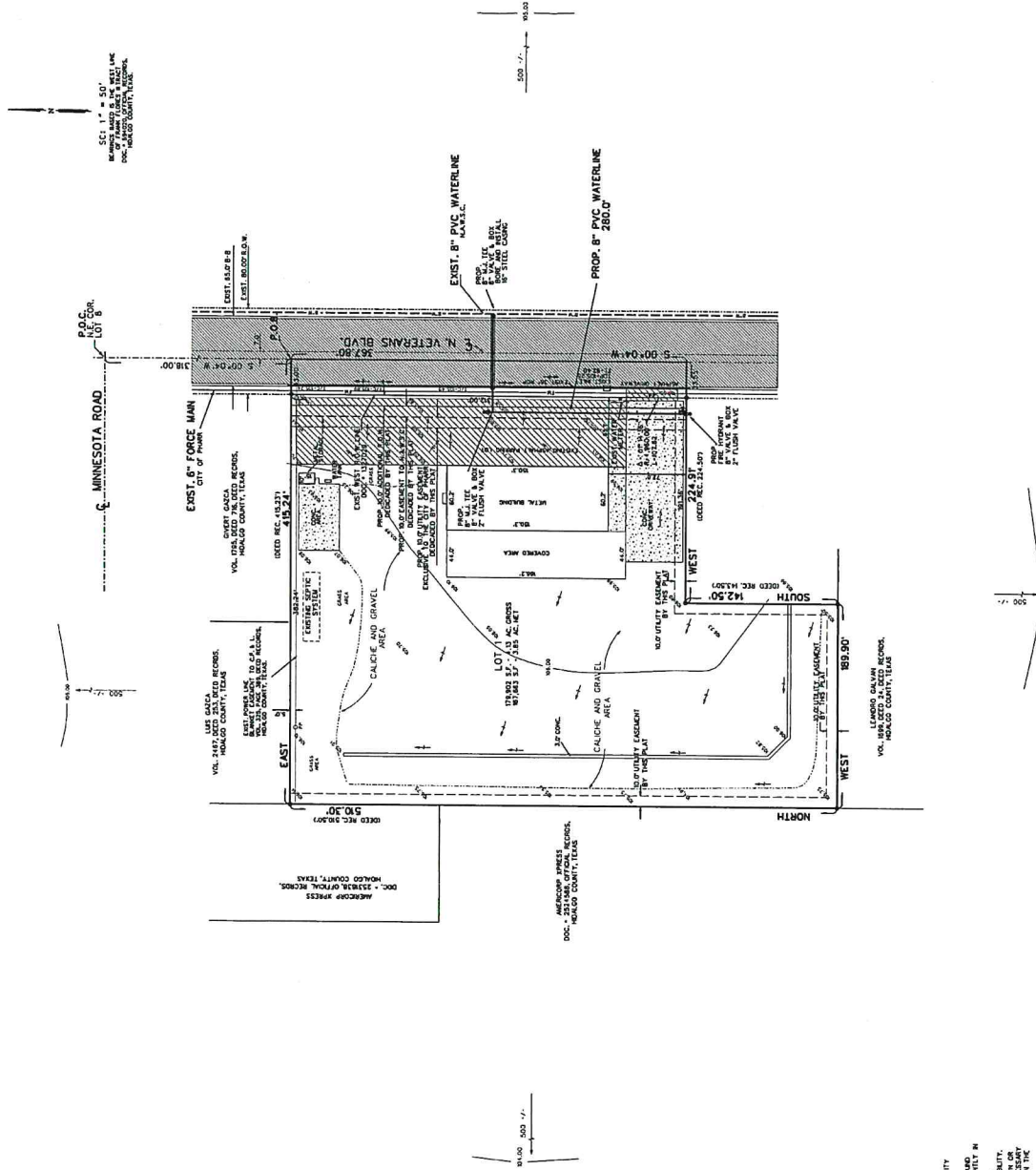
G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed GEC Subdivision\MXD\1-Proposed Base.mxd

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

G.E.C. SUBDIVISION

UTILITY LAYOUT
&
TOPOGRAPHY

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. E-9020
E-MAIL: NAINENGINEERING@YAHOO.COM
PH. (956) 784-0218
526 N. 5TH STREET
DOWNA, TEXAS, 75037



GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT ALL UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY CONSTRUCTION OPERATIONS TO PRECLUDE DAMAGE TO SAME.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PHARR AND THE COUNTY OF HIDALGO PRIOR TO START OF CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PHARR AND THE COUNTY OF HIDALGO PRIOR TO START OF CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PHARR AND THE COUNTY OF HIDALGO PRIOR TO START OF CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PHARR AND THE COUNTY OF HIDALGO PRIOR TO START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PHARR AND THE COUNTY OF HIDALGO PRIOR TO START OF CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PHARR AND THE COUNTY OF HIDALGO PRIOR TO START OF CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PHARR AND THE COUNTY OF HIDALGO PRIOR TO START OF CONSTRUCTION.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.2.

DATE SUBMITTED: August 11, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Pablo Soto Jr., P.E., representing Carmen Aurelia De La Fuente, owner, is requesting final plat approval of the proposed Feroll Estates Subdivision. The property is legally described as being a 0.96 acre tract of land, out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1300 Block of West Greg Drive. **SUB#200208**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Pablo Soto Jr., P.E., representing Carmen Aurelia De La Fuente, owner, is requesting final plat approval of the proposed Feroll Estates Subdivision. **SUB#200208**

Financial Consideration:

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

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

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/13/2020
Final Approval - 8/14/2020



MEMORANDUM

DATE: MONDAY, AUGUST 17, 2020
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: FEROLL ESTATES SUBDIVISION FILE NO. SUB#200208
--

GENERAL INFORMATION:

APPLICANT: Pablo Soto Jr., P.E., representing Carmen Aurelia De La Fuente, owner, is requesting final plat approval of the proposed Feroll Estates Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.96 acre tract of land, out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1300 Block of West Greg Drive.

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 homes.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Feroll Estates 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:

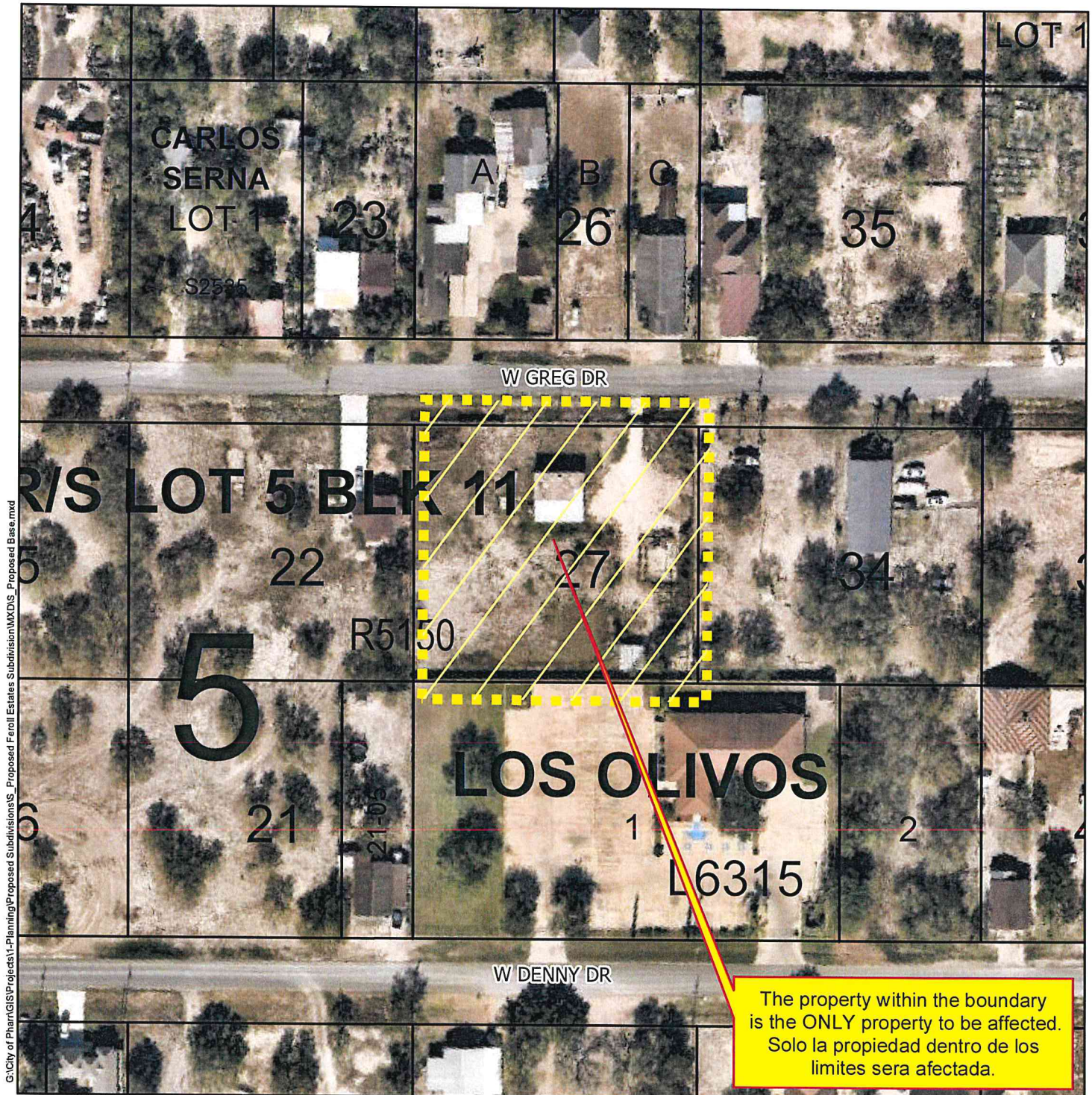
1. In compliance.

OTHER:

1. In compliance.

**PLANNING AND
ZONING
COMMISSION:**

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

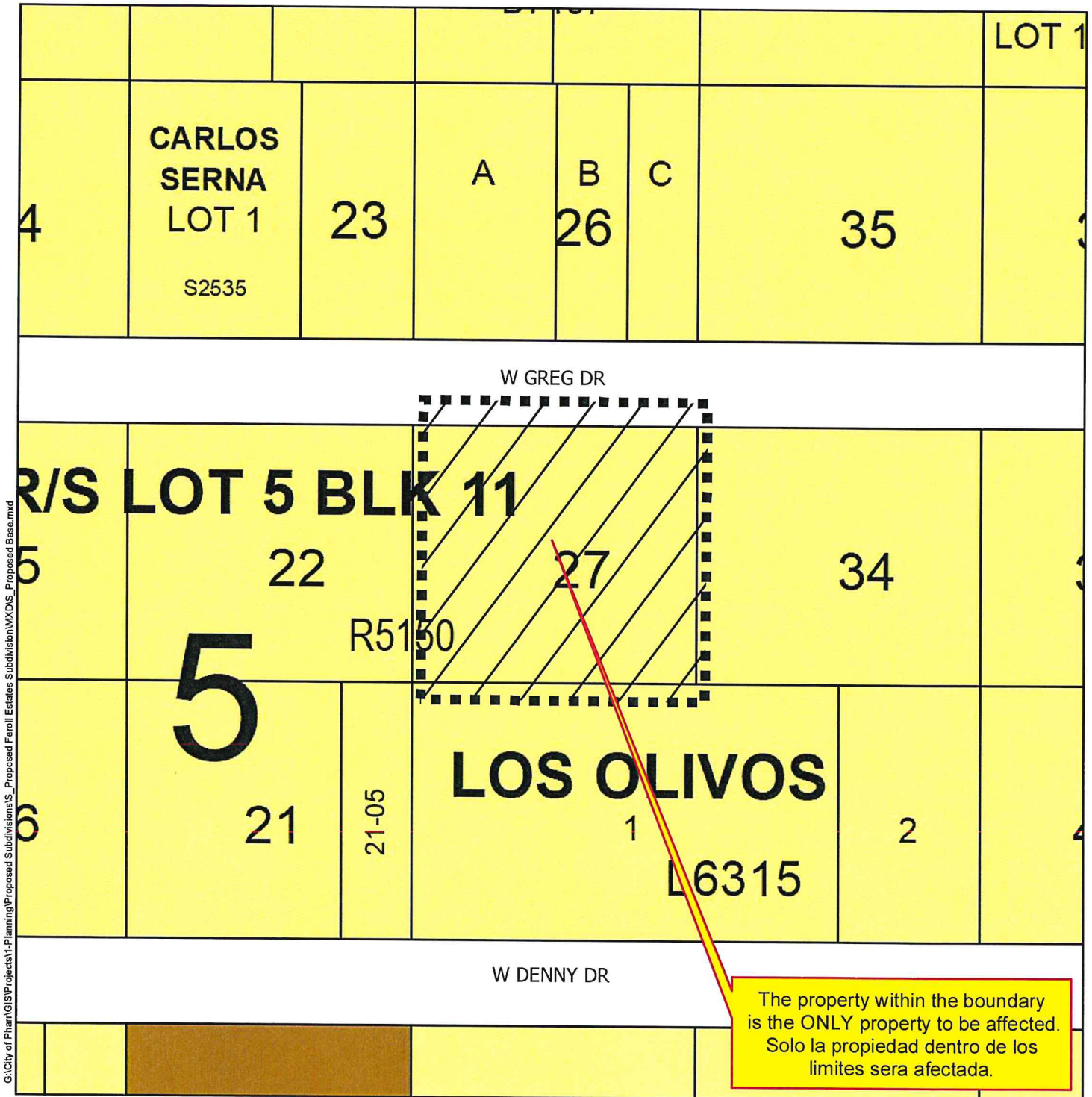


- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development





The property within the boundary
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance allowing temporary outdoor dining.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Board of Commissioners desires to provide additional opportunities for Pharr restaurants with limited capacity to serve patrons in outdoor spaces in efforts to stimulate the recovery of the restaurant business in the City.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 8/13/2020
Approved - 8/13/2020
Approved - 8/14/2020
Final Approval - 8/14/2020

**AN ORDINANCE TEMPORARILY ALLOWING OUTDOOR DINING AND TEMPORARILY
WAIVING ONSITE PARKING REGULATIONS, PERMIT FEES AND ALCOHOL
CONSUMPTION IN PUBLIC PLACES, ALL TO FACILITATE SUCH OUTDOOR USE DURING
THE COVID-19 STATE OF EMERGENCY AND DECLARING THE ORDINANCE TO BE AN
EMERGENCY MEASURE TO TAKE EFFECT IMMEDIATELY UPON ADOPTION.**

WHEREAS, an outbreak of the disease COVID-19, which is caused by the novel Coronavirus, has been confirmed in 184 countries, including the United States; and

WHEREAS, COVID-19 has been confirmed in 207 counties in Texas, including Hidalgo County; and

WHEREAS, the slow spread of COVID-19 the White House issued guidance and orders affecting many of our local businesses; and

WHEREAS, the economy of the City of Pharr has been directly affected in response to the mitigation efforts to slow and stop the spread of COVID-19; and

WHEREAS, the Board of Commissioners desires to provide additional opportunities for Pharr restaurants with limited capacity to serve patrons in outdoor spaces in order to follow social distancing guidelines and in order to stimulate the recovery of the restaurant business in the City.

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

SECTION 1. IMPLEMENTATION OF TEMPORARY OUTDOOR DINING SERVICES. The following provisions apply to new or additional areas sought to be utilized for temporary outdoor dining services:

1. The City Commission hereby authorizes the City Manager or designee to issue temporary permits for use of private/public property for outdoor dining at restaurants during those phases of reopening wherein the Governor has limited indoor serving of patrons in restaurants. For purposes of this ordinance, the term "restaurant" shall mean an existing business with a business license to operate as a restaurant. The permitted areas for outdoor dining shall be adjacent to, or in close proximity to, the restaurant or as deemed appropriate by the City Manager or designee.
2. Restaurants may convert up to 50% of the business's dedicated parking spaces into temporary outdoor dining.
3. The City Commission hereby adopts and approves to temporarily suspend zoning regulations related to parking requirements, temporary signage and zoning permits (such as variances or conditional use permits) for outdoor dining areas, subject to the terms of this ordinance, and have administrative regulations when the City finds necessary for the protection of public health, safety, and welfare.

4. The City Commission authorizes the City Manager or designee to promulgate regulations for applications, permitting, and operational requirements related to temporary outdoor dining areas authorized under this ordinance, to include but not limited to:
 - a. Regulations that address alterations to the use of subject properties, including the use of private parking spaces, green spaces, or other potential use areas, and the provision of support facilities that may appropriate under the temporary conditions applying to the property.
 - b. Regulations that account for potential use of public spaces for Temporary Outdoor Dining Permits, include the sidewalk within public right-of-way, and open spaces, if deemed reasonable and appropriate. Final determination shall be made by the City Manager or designee.
 - c. Regulations that take into account other applicable codes and public health and safety considerations, including alcohol licensing, fire codes and protections, and other related building and zoning regulations.
5. Any business in receipt of an approved Temporary Outdoor Dining permit under this ordinance shall be responsible for obtaining any other permits or licenses necessary to legally operate said business as proposed, including alcohol licensing, health division approvals, or any other approvals. The City Manager or designee may administratively approve temporary modifications to the applicant's alcohol on-premise consumption permit, consistent with the limits and terms of this ordinance.
6. No fee shall be assessed for the processing of permit applications.
7. Any authorization provided by this ordinance or permit issued pursuant to this ordinance shall automatically expire thirty (30) days after the end of the Declaration of Public Health Emergency, unless sooner terminated by the City. A permit may be revoked for the noncompliance with any requirement of the permit, or any other applicable regulations or laws, and the continued occupancy of City property after revocation may be remedied in the same manner as authorized for unlawful encroachments.

SECTION 2. SAVINGS CLAUSE

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

SECTION 3. EMERGENCY CLAUSE

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring suspension of the rule that ordinances be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners.

SECTION 4. 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 5. EFFECTIVE DATE; PUBLICATION

The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage. This ordinance shall automatically expire thirty (30) days after the end of the Declaration of Public Health Emergency, unless sooner terminated by the City.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

FROM: Andrew Harvey, Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Resolution approving Stonegarden Grant Program (OPSG) for Funding Year 2019 to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

The purpose of the Operation Stonegarden Grant Program (OPSG-2019) is to support overtime and

Financial Consideration:

	New Budget Item
	
	
Edit	
	

	
	
	
	
Edit	
	
	

Staff Recommendation:

Alternatives:

ROUTING:

Andrew Harvey
 Anali Alanis
 Patricia Rigney
 Karla Saavedra
 City Management Office

Created/Initiated - 8/13/2020
 Approved - 8/14/2020
 Approved - 8/13/2020
 Approved - 8/14/2020
 Final Approval - 8/14/2020

RESOLUTION NO. R-2020 _____

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION STONEGARDEN GRANT PROGRAM SOLICITATION (FY 2019 OPSG)

WHEREAS, On March 10, 2020, the City of Pharr has submitted to the Hidalgo Sheriff's Office and identified as a Friendly Forces participant in Operation Stonegarden (OPSG) for Funding Year 2019.

WHEREAS, OPSG funding is to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States.

WHEREAS, The Pharr Police Department finds it in the best interest of the citizens of Pharr that on August 3, 2020 submitted the Operation Stonegarden Grant Program (OPSG-2098) be operated for the fiscal year 07-01-2020 to 02-28-2021, and

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2019) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

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

WHEREAS, Pharr Police Department agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

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

NOW, THEREFORE, BE IT RESOLVED that Pharr Board of Commissioners approves submission of the grant application for the Operation Stonegarden Grant Program (OPSG-2019) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF _____ 2020.

Grant Number: **3173105**

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

HILDA PEDRAZA. CITY CLERK

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

The State of Texas

**County of Hidalgo
City of Pharr**

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the day of August 2020, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of August 2020, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: August 12, 2020

MEETING DATE: August 17, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

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 Board of Commissioners has determined that adequate drainage is necessary in the City of Pharr and acquiring property is needed for future drainage improvements.

Approximately 21.2 AC out of Lot 338 and Lot 339, Kelly- Pharr Subdivision.

Financial Consideration: TBD

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Iris Mata
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 8/12/2020
Approved - 8/13/2020
Approved - 8/14/2020
Final Approval - 8/14/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 12, 2020

MEETING DATE: August 17, 2020

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Discussion and action for vote on proposed tax rate increase and schedule public hearing.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Texas requires all municipalities to hold a public hearing whenever proposed tax rate exceeds the no-new tax revenue rate. See Notice Attached. a Record vote has to be taken and City has to announce dates of Public Hearing.

Financial Consideration:

Staff Recommendation: To approve proposed Tax Rate and Schedule Public Hearings as follows:

1. September 3rd, 2019 at 4:00 p.m.
2. September 9th, 2019 at 4:00 p.m.

Alternatives:

ROUTING:

Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 8/12/2020
Approved - 8/12/2020
Final Approval - 8/14/2020

NOTICE OF 2020 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PHARR

A tax rate of \$0.7176 per \$100 valuation has been proposed for adoption by the governing body of City of Pharr.

PROPOSED TAX RATE	\$	0.7176	per \$100
NO-NEW TAX REVENUE TAX RATE	\$	0.7037	per \$100
VOTER APPROVAL TAX RATE	\$	0.7493	per \$100

The no-new revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2019 tax year and the 2020 tax year.

The voter approval rate is the highest tax rate that City of Pharr may adopt without holding an election to seek voter approval rate.

The proposed tax rate is greater than the no-new revenue tax rate. This means that City of Pharr is proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 8, 2020 at City of Pharr 118 C. Cage Blvd. Pharr, TX 78577. Second floor Commissioners' room.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Pharr is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or the opposition to the proposed tax rate by contacting the City Manager's Office of the City of Pharr at their offices or by attending the public hearing mentioned.

YOUR TAX OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

Property tax amount= (rate) x (taxable value of your property)/100

FOR the proposal:
AGAINST the proposal:
PRESENT and not voting:
ABSENT:

The 86th Legislature modified the manner in which the voter-approval rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Pharr last year to the taxes proposed to be imposed on the average residence homestead by City of Pharr this year.

	2019	2020	Change
Total tax rate (per \$100 of value)	0.7176	0.7176	0%
Average homestead taxable value	\$ 83,126	\$ 90,533	9%
Tax on average homestead	\$ 597	\$ 650	\$ 53
Total tax levy on all properties	\$ 19,244,273	\$ 21,387,202	\$ 2,142,929

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal, Jr.
City of Pharr Tax Assessor-Collector
2804 S Business Hwy 2281
Edinburg, TX 78539 (956) 318-2157

propertytax@hidalgocountytax.org

<http://www.hidalgocountytax.org>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: August 14, 2020

MEETING DATE: August 17, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on submittal to Hidalgo County for CARES Act Supplement/Emergency Funding and finding all submittals reasonable and necessary for the intended use.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has exhausted the original award as outlined in the Cares Act Interlocal Agreement. The City of Pharr still has expenses as outlined in the original agreement, the city is seeking access to the original full award of \$134/ per person. Hidalgo county kept approximately 5 million additional dollars (Diff between \$114 and \$132 per person in an emergency fund

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 8/14/2020
Approved - 8/14/2020
Approved - 8/14/2020
Final Approval - 8/14/2020

REIMBURSEMENT REQUEST #3 OPTION B			
Item	Quantity	Price Per	Amount
CATEGORY 1 - Medical Expenses			
Mobile Evaluation Thermal Imager	2	\$18,500.00	\$37,000.00
CATEGORY 2 - Public Health Expenses			
Portable UV Lights (for mass populations)	1	\$270,000.00	\$270,000.00
Mounted UV Lights	155	\$6,849.00	\$1,061,595.00
Wall Mounted Touchless Infared Thermometers	109	\$299.00	\$32,591.00
Cordless Hurricane Foggers	84	\$1,100.00	\$92,400.00
Decontamination Fluid (by gallon)	100	\$35.00	\$3,500.00
Parks & Rec SuppliesReimbursements (May-July)	-	-	\$66,834.30
CATEGORY 3			
June 2nd Payroll Total			\$626,093.30
Parks and Rec June 2nd			\$29,181.16
Parks and Rec July			\$100,750.23
August 1st Payroll Actual			\$705,892.98
Surgical Masks (Parks & Rec)			\$3,870.00
Guard Shield Masks (Parks & Rec)			\$1,790.00
August 2nd Payroll ESTIMATE	-	-	\$688,118.50
September Payroll ESTIMATE	-	-	\$1,394,011.48
	PAYROLL TOTAL:		\$3,549,707.65
CARES \$5M ADDITIONAL OVERALL TOTAL:			\$5,076,627.95
Difference to from \$5 million:			(\$76,627.95)

Note: Payroll highlights are ESTIMATES.

Note: The overall total of \$5,120,607.76 exceeds the original approved @ \$9,018,768.00.

Note: Initial 20% was given to the city at a total of \$1,803,753.60.

Note: Reimbursement package #1 submitted @ \$5,718,137.21.

Note: Reimbursement package #2 submitting next week (Wednesday COB) @ \$1,931,629.97.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: August 14, 2020

MEETING DATE: August 17, 2020

FROM: Sonia Cantu, CDBG Secretary

DEPARTMENT: GMCD

DIRECTOR:

Agenda Item: Consideration and action, if any, on the City Manager accepting the purchase of the property located at 424 N. Cage in the amount of \$49,289.00.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Ramos Family is interested in selling the Ramos Barber Shop located at the corner of Cage Blvd. and Bell St.. The Ramos family has agreed to sell the property to the city at the Hidalgo County Appraised value of \$49,289.00 (see attachments).

Financial Consideration: Cost of Property Acquisition is \$ 49,289.00.

Staff Recommendation: Staff recommends approval of the agenda item after conferring with the City Manager and pending lien search to ensure that the property has a clean title.

Alternatives:

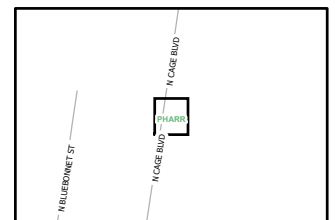
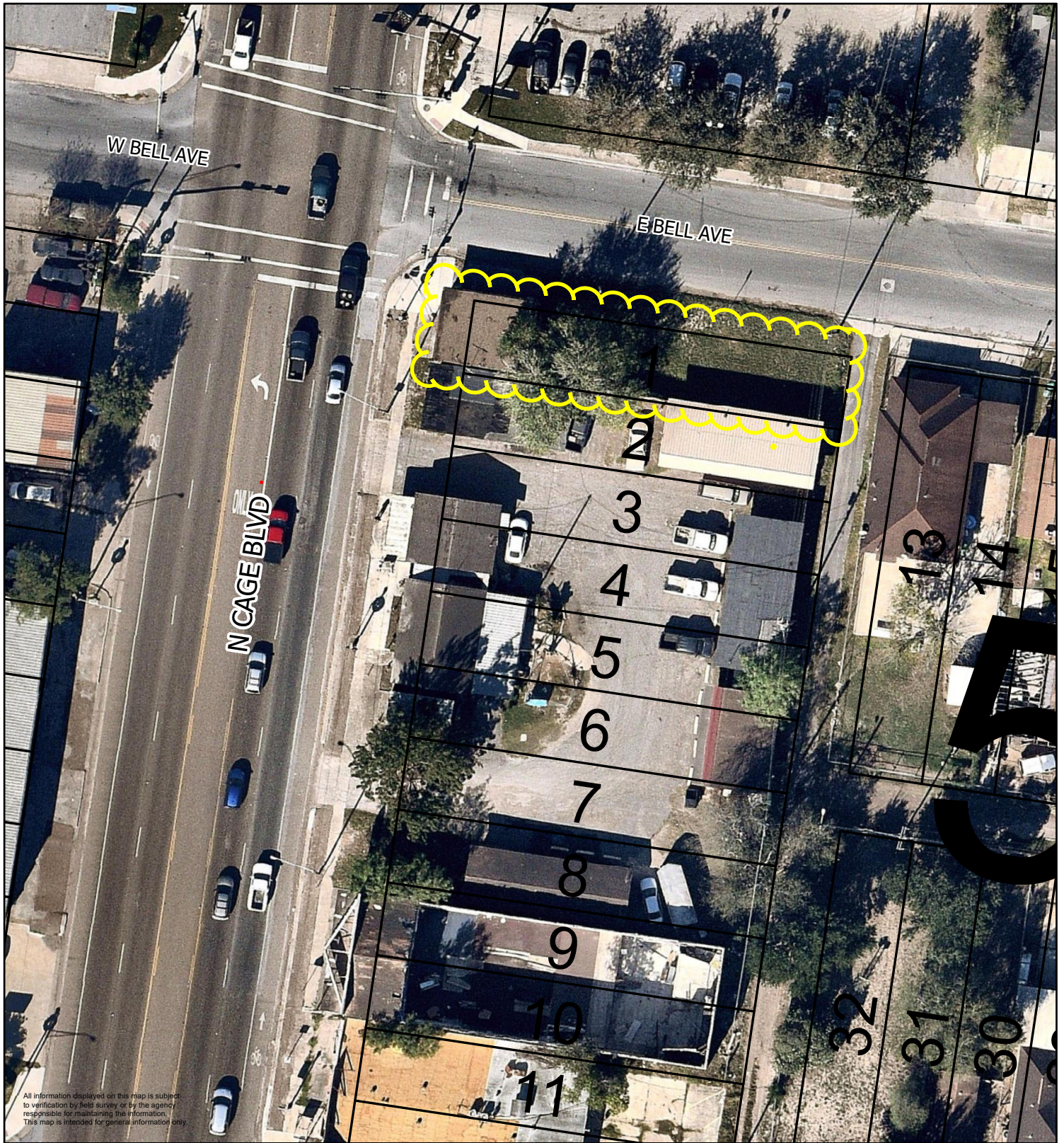
ROUTING:

Sonia Cantu
Raul Garza
Patricia Rigney
Anali Alanis

Created/Initiated - 8/14/2020
Approved - 8/14/2020
Approved - 8/14/2020
Approved - 8/14/2020

Karla Saavedra
City Management Office

Approved - 8/14/2020
Final Approval - 8/14/2020



Property

Account

Property ID:	258954	Legal Description:	PHARR ORIGINAL TOWNSITE LOT 1 BLK 5
Geographic ID:	P6400-00-005-0001-00	Zoning:	CO
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	424 N CAGE BLVD PHARR, TX	Mapsc0:	
Neighborhood:	CAGE PROJECT SPA	Map ID:	
Neighborhood CD:	CAGESPA		

Owner

Name:	RAMOS CYNTHIA A & STANLEY STEVEN & CATHY RAMOS	Owner ID:	674090
Mailing Address:	516 N CESAR CHAVEZ RD EDINBURG, TX 78542-0439	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$12,726	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$36,563	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$49,289	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$49,289	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$49,289	

Taxing Jurisdiction

Owner:	RAMOS CYNTHIA A & STANLEY STEVEN & CATHY RAMOS
% Ownership:	100.0000000000%

Total Value: \$49,289

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$49,289	\$49,289	\$0.00
CPR	CITY OF PHARR	0.717600	\$49,289	\$49,289	\$353.70
DR1	DRAINAGE DISTRICT #1	0.105100	\$49,289	\$49,289	\$51.80
GHD	HIDALGO COUNTY	0.575000	\$49,289	\$49,289	\$283.41
JCC	SOUTH TEXAS COLLEGE	0.173300	\$49,289	\$49,289	\$85.42
R17	ROAD DIST 17	0.000000	\$49,289	\$49,289	\$0.00
SPA	PSJA ISD	1.272500	\$49,289	\$49,289	\$627.20
SST	SOUTH TEXAS SCHOOL	0.049200	\$49,289	\$49,289	\$24.25
Total Tax Rate:		2.892700			
Taxes w/Current Exemptions:					\$1,425.78
Taxes w/o Exemptions:					\$1,425.78

Improvement / Building

Improvement #1:	COMMERCIAL	State Code:	F1	Living Area:	750.0 sqft	Value: \$12,726
Type	Description	Class CD	Exterior Wall	Year Built	SQFT	
RTLS	RETAIL STORE	40 - DLW	BRKV	1978	750.0	

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.0746	3250.00	25.00	130.00	\$36,563	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$12,726	\$36,563	0	49,289	\$0	\$49,289
2019	\$15,756	\$36,563	0	52,319	\$0	\$52,319
2018	\$16,981	\$36,563	0	53,544	\$0	\$53,544
2017	\$11,330	\$36,563	0	47,893	\$0	\$47,893
2016	\$8,206	\$40,625	0	48,831	\$0	\$48,831
2015	\$8,206	\$40,625	0	48,831	\$0	\$48,831
2014	\$9,231	\$40,625	0	49,856	\$0	\$49,856
2013	\$7,693	\$40,625	0	48,318	\$0	\$48,318
2012	\$8,206	\$40,625	0	48,831	\$0	\$48,831
2011	\$9,231	\$40,625	0	49,856	\$0	\$49,856
2010	\$9,744	\$39,975	0	49,719	\$0	\$49,719
2009	\$10,513	\$39,975	0	50,488	\$0	\$50,488
2008	\$11,026	\$39,975	0	51,001	\$0	\$51,001
2007	\$11,796	\$37,375	0	49,171	\$0	\$49,171
2006	\$12,308	\$37,375	0	49,683	\$0	\$49,683

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/28/2007	GFD	GIFT DEED	RAMOS	RAMOS			1799727

ESTANISLADO CYNTHIA A &
STANLEY
STEVEN &
CATHY
RAMOS

2	CONV	CONVERSION	UNKNOWN	RAMOS ESTANISLADO
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Tax Due

Property Tax Information as of 06/30/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	------------------------	------------------	-------------	-----------------------	-----------------	----------------------------------	------------------	---------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

(956) 381-8466



70 2007 01799727

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540

Instrument Number: 2007-1799727

Recorded On: August 28, 2007

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: GIFT DEED

**** Examined and Charged as Follows: ****

Recording	20.00
Total Recording:	20.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-1799727
Receipt Number: 887726
Recorded Date/Time: August 28, 2007 11:45A

Record and Return To:

CYNTHIA A. RAMOS
516 N. CESAR CHAVEZ
EDINBURG TX 78539

User / Station: E Saldana - Cash Superstation 09



**STATE OF TEXAS
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

1799727

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED

Date: September 21, 2004

Grantor: ESTANISLADO Y. RAMOS and wife, CONSUELO D. RAMOS

Grantor's Mailing Address (including county): 323 W. Egly
Pharr, Texas 78577
Hidalgo County, Texas

Grantee: CYNTHIA A. RAMOS, STANLEY RAMOS, STEVEN RAMOS, and CATHY RAMOS

Grantee's Mailing Address (including county): 516 N. Cesar Chavez
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Love of, and affection for, Grantee.

Property (including any improvements):

All of Lot One (1), Block 5, Townsite of Pharr, Hidalgo County, Texas. LESS and EXCEPT all oil, gas or other minerals.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is subject to prior mineral reservations and conveyances of record, if any; oil & gas leases of record, if any; restrictive covenants of record, if any; easements of record, if any; easements, rules, regulations and rights in favor of the water district, if any, in which the property is situated; easements and reservations, as shown on the recorded subdivision plat; applicable zoning and subdivision ordinances and taxes for the year 2004 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

NO TITLE, TAX, OR SURVEY EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE, TAX, OR SURVEY OF THIS PROPERTY.

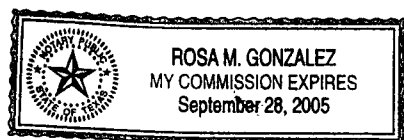
Estanislado Y Ramos
ESTANISLADO Y. RAMOS

Consuelo D. Ramos
CONSUELO D. RAMOS

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 21 day of September, 2004, by ESTANISLADO Y. RAMOS and wife, CONSUELO D. RAMOS.



R. M. Gonzalez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Cynthia A. Ramos
516 N. Cesar Chavez
Edinburg, Texas 78539



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on the purchase and installation of data cabling for the Police Department from Telepro Communications through TIPS #200105.(Project No. 1920-01-518-S048-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: As mentioned at our last commission meeting, the Police department is needing new cabling in their entire facility due to the age of the building and for all new network cameras being installed. This work will also consolidate and better organize the network configuration in the building and to be able to avoid outages. Two reputable vendors were brought in for assessment of all work needed in the entire facility and their quotes were comparable.

Financial Consideration: \$56,304.50

Staff Recommendation: Staff recommend approval of the Telepro Communications quote for a total of \$56,304.50 utilizing their TIPS #200105 contract.

Alternatives:

ROUTING:

Jose Pena
Andrew Harvey
Ignacio Amezcua
Anali Alanis
Karla Saavedra
City Management Office

Created/Initiated - 8/13/2020
Approved - 8/13/2020
Approved - 8/14/2020
Approved - 8/14/2020
Approved - 8/14/2020
Final Approval - 8/14/2020



August 12, 2020

JOSE PENA
CITY OF PHARR
118 S CAGE BLVD
PHARR, TX 78577

Re: CITY OF PHARR POLICE DEPT.
Bid # Q01647

Dear JOSE:

Thank you for the opportunity to submit the following proposal for the above referenced project.

Scope of work:

TIPS #200105

—INSTALL NECESSARY J HOOKS TO ESTABLISH NEW PATHWAY FOR NEW CABLES TO BE ROUTED TO MDF LOCATED IN THE SECOND FLOOR AS PER PHARR IT DEPARTMENT INSTRUCTIONS.

—PROVIDE AND INSTALL NECESSARY SLEEVES ON WALL PENETRATIONS TO ESTABLISH PATHWAY FOR CABLES.

—PROVIDE AND INSTALL NECESSARY 18" CABLE RUNWAY AND HARDWARE TO SUPPORT CABLES IN THE MDF ALL AROUND THE ROOM 6" ABOVE CABINET PROVIDED AND INSTALLED BY PHARR IT DEPARTMENT.

—PROVIDE AND INSTALL NECESSARY CAT6 OSP CABLE FOR CAMERA AND RADIO ANTENNA TO BE INSTALLED ON TOWER (LEAVE CABLES NEATLY ROLLED UP ON THE ROOF NEAR THE TOWER BASE WITH 25' OF SLACK).

—INSTALL 106 PANDUIT CAT6 BLUE CABLES FOR DATA ON THE 1ST FLOOR FOR DATA AS PER DRAWING PROVIDED BY THE CITY OF PHARR IT DEPARTMENT.

—INSTALL 5 PANDUIT CAT6 WHITE CABLES FOR 5 ACCESS POINTS ON THE 1ST FLOOR AS PER DRAWING PROVIDED BY THE CITY OF PHARR IT DEPARTMENT.

—INSTALL 102 PANDUIT CAT6 CABLES BLUE ON THE 2ND FLOOR FOR DATA AS PER DRAWING PROVIDED BY THE CITY OF PHARR IT DEPARTMENT.

—INSTALL 2 PANDUIT CAT6 CABLES BLUE FOR 2 ACCESS POINTS ON THE 2ND FLOOR AS PER DRAWING PROVIDED BY THE CITY OF PHARR IT DEPARTMENT.

—INSTALL 79 PANDUIT CAT6 CABLES WHITE FOR CAMERAS AS PER DRAWING PROVIDED BY PHARR IT DEPARTMENT.

—PENETRATE WALLS AS NECESSARY FOR NEW CAMERAS TO BE MOUNTED ON THE OUTSIDE WALLS AS PER DRAWING PROVIDED BY THE CITY OF PHARR IT DEPARTMENT.

—DEMO ABOUT 400 CAT5 CABLES AND ANY ABANDONED CABLES AFTER NEW CAT6 CABLES



Re: CITY OF PHARR POLICE DEPT.
Bid # Q01647

HAVE BEEN CONNECTED AS PER THE CITY OF PHARR IT DEPARTMENT INSTRUCTIONS,
INCLUDING ANALOG CABLING.

CATEGORY 6 OSP CABLE— PANDUIT PU06C04BL-U				
1,000.00 LF @	0.37			\$370.00
CATEGORY 6 CABLE WHITE— PANDUIT PUP6C04WH-U				
20,000.00 LF @	0.25			\$4,980.00
CATEGORY 6 CABLE BLUE— PANDUIT PUP6C04BU-UY/N				
55,000.00 LF @	0.25			\$13,695.00
CATEGORY 6 JACK BLUE— PANDUIT CJ688TGBU				
430.00 EA @	6.75			\$2,902.50
CATEGORY 6 JACK WHITE— PANDUIT CJ688TGWH				
160.00 EA @	6.75			\$1,080.00
CATEGORY 6 MINI-COM MODULE— YELLOW— PANDUIT CJ688TGYL				
14.00 EA @	6.75			\$94.50
SINGLE PORT SURFACE MOUNT BOX— PANDUIT CBX1WH-A				
80.00 EA @	2.35			\$188.00
48 PORT PATCH PANEL— BLACK— PANDUIT				
7.00 EA @	50.00			\$350.00
2RU HORIZONTAL WIRE MANAGER— PANDUIT WMPF1E				
7.00 EA @	39.00			\$273.00
CATEGORY 6 PATCH CORD 15FT— PANDUIT UTPSP15BUY				
215.00 EA @	9.00			\$1,935.00
CATEGORY 6 PATCH CORD 1FT BLUE— PANDUIT UTPSP1BUY				
294.00 EA @	5.75			\$1,690.50
CATEGORY 6 PATCH CORD WHITE 7FT— PANDUIT UTPSP7Y				
79.00 EA @	7.50			\$592.50
18" CABLE RUNWAY— CHATSWORTH 10250-718				
70.00 LF @	9.40			\$658.00
VERTICAL WALL BRACKETS— CHATSWORTH 10608-701				



Re: CITY OF PHARR POLICE DEPT.
Bid # Q01647

	4.00	EA	@	14.50	\$58.00
TRIANGULAR SUPPORT BRACKET- CHATSWORTH 11312-718					
	8.00	EA	@	58.00	\$464.00
RACK ELEVATION KITS- CHATSWORTH 10506-706					
	2.00	EA	@	33.00	\$66.00
TRIANGULAR WALL SUPPORT- CHATSWORTH 11421-718					
	5.00	EA	@	25.00	\$125.00
GROUND BUS BAR- CHATSWORTH 13622-010					
	1.00	EA	@	85.00	\$85.00
FIRE SLEEVE- STI FS201					
	15.00	EA	@	36.00	\$540.00
2" J-HOOK- CADDY CAT32HP					
	200.00	EA	@	2.10	\$420.00
4" J-HOOKS- CADDY CAT64HP					
	50.00	EA	@	4.50	\$225.00
3/4" J-HOOK- CADDY CAT12					
	200.00	EA	@	1.00	\$200.00
LABOR (2) TECHS					
	225.00	RT	@	112.50	\$25,312.50
				Total Price	\$56,304.50

NOTE: WORK TO BE PERFORMED DURING REGULAR HOURS

* * *

I hope you find this proposal complete and to your satisfaction.

Sincerely,
Edgar Rodriguez
Project Estimator
956-618-2360



We have prepared a quote for you

Police Department Cabling

Quote # 002148

Version 1

Prepared for:

City Of Pharr

Jose J. Pena

jose.pena@pharr-tx.gov

Wednesday, August 12, 2020

City Of Pharr
Jose J. Pena
1900 South Cage Blvd.
Pharr, TX 78577
jose.pena@pharr-tx.gov

Dear Jose,

Thank you for the opportunity to compete for your business.

The following is a 'turnkey' proposal to provide cabling services for the City of Pharr Police Department using **Panduit** and **Chatsworth** materials.

Should you decide to proceed with the attached quote, please reference **DIR-TSO-4359** on your purchase order.

Please reach out anytime if you have any questions or if we can help in any way.

Kind Regards,

Arturo J. Garcia
Solutions Executive
Barcom Technology Solutions

Police Department Cabling

Description	Price	Qty	Ext. Price
<u>MDF Rack Installation and Materials</u>			
MDF Rack Installation and Materials <u>MDF Rack Installation and Materials Includes:</u> • Installation of one (1) equipment rack to be provided by City of Pharr • Installation of Chatsworth ladder rack from equipment rack to wall • Installation of Chatsworth ladder rack top mount kit for equipment rack • Installation of Chatsworth wall angle mount kit to support ladder rack from wall to equipment rack • Installation of seven (7) 48 port Panduit patch panels in equipment rack • Installation of two hundred and ten (210) blue Cat6e Panduit jacks in Quickport patch panels • Installation of seventy nine (79) white Cat6e Panduit jacks into patch panels • Installation of seven (7) Panduit 2RU horizontal wire management systems for each patch panel	\$3,865.00	1	\$3,865.00
<u>Cat6e Cable Runs - Data</u>			
Cat6e Cable Drop - Data <u>Data Cat6e Cable Drop Installation Includes</u> • Cat6e cable from MDF patch panel to designated location indicated on drawings • Blue cable will be used for all Data runs • Applicable floor side face plate and Cat6e jacks • Surface mount boxes with Cat6e jacks will be used for APs where indicated • All cabling materials used will be Panduit • Labor required to run the new cable to designated locations • All cables will be terminated, tested and labeled on the floor side face plate and at the newly installed patch panel in the MDF	\$147.00	215	\$31,605.00
<u>Cat6e Cable Runs - Camera</u>			

Police Department Cabling

Description	Price	Qty	Ext. Price
Cat6e Cable Drop - Camera Camera Cat6e Cable Drop Installation Includes • Cat6e cable from MDF patch panel to designated location indicated on drawings • White cable will be used for all Camera runs • Surface mount boxes with Cat6e jacks will be used for camera locations where indicated • All cabling materials used will be Panduit • Labor required to run new cable to designated locations • All cables will be terminated, tested and labeled at the camera surface mount box and at the newly installed patch panel in the MDF	\$155.00	79	\$12,245.00
<u>Patch Cables</u>			
One Foot Cat6e Patch Cable - Blue • Panduit One Foot Patch Cable for MDF Patch Panels • Each Patch Cable will be Properly Labeled	\$6.47	289	\$1,869.83
Six Foot Cat6e Patch Cable - White • Panduit Six Foot Patch Cable to Connect Cameras to Surface Mount Boxes	\$8.47	79	\$669.13
Fifteen Foot Cat6e Patch Cable - Black • Panduit Fifteen Foot Patch Cable to Connect Devices on the Floor Side	\$10.69	210	\$2,244.90
<u>Miscellaneous Equipment and Materials</u>			
Surface Mount Boxes • Panduit Surface Mount boxes for Access Points and Cameras	\$2.66	84	\$223.44
Two Inch Batwing J Hook • Panduit J Hooks to be mounted throughout the building to properly secure Cat6e cable runs	\$2.49	100	\$249.00
Four Inch Batwing J Hook • Panduit Four inch J Hook to be used in MDF to secure Cat6e cable bundles before termination into rack mounted patch panels	\$4.97	2	\$9.94
<u>Existing Cable Demolition and Removal</u>			

Police Department Cabling

Description	Price	Qty	Ext. Price
Demolition and Removal of Existing Cable Infrastructure Removal of and disposal of designated existing cable infrastructure	\$5,250.00	1	\$5,250.00

Subtotal: \$58,231.24

Police Department Cabling

Prepared by:

Barcom Technology Solutions

Arturo J. Garcia
(210) 930-6960
agarcia@barcoment.com

Prepared for:

City Of Pharr
1900 South Cage Blvd.
Pharr, TX 78577
Jose J. Pena
(956) 402-4700
jose.pena@pharr-tx.gov



Quote Information:

Quote #: 002148

Version: 1
Contract #: DIR-TSO-4359
Delivery Date: 08/12/2020
Expiration Date: 08/22/2020

Quote Summary

Description	Amount
Police Department Cabling	\$58,231.24
Total: \$58,231.24	

Due upon delivery, Applicable tax and shipping is not included in the prices above.

Barcom Technology Solutions

City Of Pharr

Signature: _____

Name: Arturo J. Garcia

Title: Solutions Executive

Date: 08/12/2020

Signature: _____

Name: Jose J. Pena

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: August 13, 2020

MEETING DATE: August 17, 2020

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on the purchase of two payment kiosks for Municipal Court and Utility Billing from AdComp Systems Inc. in the amount of \$87,992.64 utilizing CARES funding. (Project No. 1920-01-518-P029-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: IT was asked to look into kiosks for payments by individuals without staff interaction due to COVID-19 pandemic. Three vendors were evaluated and two of them submitted proposals. This will integrate with municipal court and water utility payments for cash, check or credit card payments as well as provide change on cash payments. One in-wall unit would be installed in the Utility Billing drive through at City Hall and the other indoor unit would be installed in the Police department lobby. Care funding was approved for this purchase.

Financial Consideration: \$87,992.64

Staff Recommendation: Staff recommends approval of kiosks from AdComp Systems Inc. in the amount of \$87,992.64.

Alternatives:

ROUTING:

Jose Pena
Ignacio Amezcua
Anali Alanis
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 8/13/2020
Approved - 8/13/2020
Approved - 8/14/2020
Approved - 8/14/2020
Approved - 8/14/2020
Final Approval - 8/14/2020

ADCOMP SYSTEMS, INC

1720 S EDMONDS LN.
STE 201
LEWISVILLE, TX 75067

Proforma Invoice

DATE	Proforma Invoice No.
7/23/2020	2188

NAME / ADDRESS
City of Pharr, TX Jose J. Peña, CGCIO IT & Media Director 100 W. Ferguson Ave. Pharr, Texas 78577

Ship To

P.O. NO.	TERMS	REP	PROJECT
	100% ADVANCE	D F	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Special Order Kiosk (1 INDOOR and 1 OUTFACING) JACK: With touchscreen, Receipt Printer, Cabinet, CC Reader. Base Payment Kiosk Software to accept cash, credit cards & check payments	2	16,545.60	33,091.20T
Advanced Payment Kiosk Software to lookup balance and update payments using software API or lockbox file.(Utilites and Courts)	4	4,300.00	17,200.00T
Additional Department - Base Software	2	2,700.00	5,400.00T
Bill Dispenser/Recycler - 2 denomination	2	2,800.00	5,600.00T
Check Imager/reader	2	2,390.00	4,780.00T
Barcode Reader	2	785.00	1,570.00T
Security Cameras - Inside the Safe and Outfacing	2	1,143.00	2,286.00T
Setup, configuration & training (upto 2 days).Does not include travel. Can be onsite or remote.	2	1,200.00	2,400.00T
Shipping	2	500.00	1,000.00T
NOTE: ANNUAL MAINTENANCE SUPPORT: Calculated at 20%(\$14,665.44) of original kiosk cost, billed annually. This includes all real time reporting, alerts, software updates, phone/tech support, remote monitoring. This will be billed once kiosk is live.			

TAX (0.00)**TOTAL**

CUSTOMER'S SIGNATURE*

ADCOMP SYSTEMS, INC

1720 S EDMONDS LN.
STE 201
LEWISVILLE, TX 75067

Proforma Invoice

DATE	Proforma Invoice No.
7/23/2020	2188

NAME / ADDRESS
City of Pharr, TX Jose J. Peña, CGCIO IT & Media Director 100 W. Ferguson Ave. Pharr, Texas 78577

Ship To

P.O. NO.	TERMS	REP	PROJECT
	100% ADVANCE	D F	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
TIPS CONTRACT # 200105			
Terms: Payment: 100% Advance Payment Delivery: F. O. B. Lewisville, TX Shipping and handling not included. Shipping approx. 10-12 weeks after payment has been received. Delivery schedule is dependant on receiving all required information from the customer and it's software vendors. On site installation not included.			
ACH/Wire Instructions: Company name: Adcomp Systems Inc Company Address: 1720 S Edmonds Ln., Suite 201 Lewisville, TX 75067			
			TAX (0.00)
			TOTAL

CUSTOMER'S SIGNATURE*

ADCOMP SYSTEMS, INC

1720 S EDMONDS LN.
STE 201
LEWISVILLE, TX 75067

Proforma Invoice

DATE	Proforma Invoice No.
7/23/2020	2188

NAME / ADDRESS
City of Pharr, TX Jose J. Peña, CGCIO IT & Media Director 100 W. Ferguson Ave. Pharr, Texas 78577

Ship To

P.O. NO.	TERMS	REP	PROJECT
	100% ADVANCE	D F	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bank Name: JP Morgan Chase Bank Bank Address: 2301 Valley View Lane Farmers Branch, TX 75234 Account # : 846005384365 ABA# 111000614 FedEx Account Number: 260945840 (For Mailing Checks)			

TERMS AND CONDITIONS:

1. Interest will be charged at 2% per month on past due invoices. Returned checks are subject to \$30.00 fee. Customer will be responsible for all collection costs and attorney fees, whether suit is filed or not. Shipping and Taxes are extra, if not included. Items & services not included above will be charged extra.
2. Returns are subject to 25% restocking fee and will not be accepted without authorization, original invoice and packaging. 3. No returns of cables, connectors, softwares and special orders. No refunds only credit for future purchases. No cash refunds. 4. Deposits are non-refundable.
5. Warranty on all items limited to those provided by the manufacturer.
6. Service charges are non-refundable.

TAX (0.00)	\$0.00
TOTAL	\$73,327.20

Your SIGNATURE* confirms your agreement to the terms and prices listed in this Proforma Invoice.
For Billing Inquiries Call (972) 436 3900

CUSTOMER'S SIGNATURE*

AdComp Systems Inc. Master Agreement

THIS AGREEMENT is made on the 14th day of August, 2020 by and between the City of Pharr, Texas (hereinafter **CLIENT**) located at _____, and AdComp Systems Inc. (hereinafter **ADCOMP**) located at: 1720 S. Edmonds Lane Suite 201 Lewisville, Texas 75067. ADCOMP and CLIENT may be referred to individually as PARTY or collectively as PARTIES..

ADCOMP and THE CLIENT agree to the following terms and conditions: ADCOMP will provide to the CLIENT with PRODUCTS and SERVICES, that are selected in Annexure A attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

TERM OF AGREEMENT: The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

EARLY TERMINATION: CLIENT may not terminate this agreement without cause. To terminate the agreement, CLIENT must provide ADCOMP notice with valid reasons for requesting early termination. CLIENT must provide time for ADCOMP time to cure any such conditions to avoid early termination. CLIENT agrees to pay an early termination fee covering the costs of set-up, configuration and data import to ADCOMP to terminate the agreement early without cause.

PROMOTION: THE CLIENT allows ADCOMP to promote their PRODUCTS in various service locations; such as: kiosks, websites and similar venues/sites.

COMPENSATION FOR ADCOMP: Compensation for ADCOMP for the PRODUCTS that the CLIENT selects to purchase, or use are listed in Annexure "A".

ADCOMP'S RESPONSIBILITIES: ADCOMP shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER. ADCOMP will pay through ACH, any transaction payments due to the CLIENT the next business day. The payment will be remitted to the CLIENT'S bank, whose ACH information is provided by the CLIENT in Annexure "B".

TRAINING: First-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive unlimited, one-on-one training, timely service for any questions concerning transactions and other activities.

THE CLIENT'S RESPONSIBILITIES: THE CLIENT will complete Annexure "B" to provide ADCOMP with their banking information to receive ACH funds directly into their bank account.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone without prior consent of the other party, except as required by the Texas Public Information Act. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts in the County of Hidalgo, Texas.

City of Pharr, Texas	AdComp Systems Inc.
Date:	Date: August 14, 2020
Signature:	Signature: 
Name:	Name: Mansur Plumber
Title:	Title: CEO
Email:	Email: Mansur@adcompsystems.com

Annexure A

All platforms include unlimited users, real time reporting, alerts, training, 24-7 support, and software updates

Utilities Payments & Services

CONVENIENCE FEE IS BILLED ON A MONTHLY BASIS DIRECTLY TO THE CLIENT

CLIENT WILL ABSORB CC PROCESSING FEES

Item	Convenience Fee	Remarks
KIOSK CC* payments	\$1.00	Per Transaction
E-Check	\$0.51	Per Check Transaction

(*CC= Credit Card)

Court/Law Enforcement Payments & Services

CONVENIENCE FEE IS BILLED ON A MONTHLY BASIS DIRECTLY TO THE CLIENT

CLIENT WILL ABSORB CC PROCESSING FEES

Item	Convenience Fee	Remarks
Kiosk CC payments	\$1.00	Per transaction
E-Check	\$0.51	Per Check Transaction

Annexure B

CLIENT BANK INFORMATION

PLEASE ENTER THE DETAILS OF THE BANK ACCOUNT TO WHICH PAYMENTS RECEIVED & TO BE FORWARDED BELOW

BANK NAME	
BANK ADDRESS	
ACCOUNT NAME	
ACCOUNT TYPE	
ACCOUNT NUMBER	
ABA/ROUTING NUMBER	
EMAIL	
Please attach a copy of a VOIDED check* for the above account or provide the above information.	

CLIENT SHIPPING ADDRESS

(FOR KIOSK OR ANY OTHER HARDWARE IF REQUIRED)

NAME/ATTENTION			
BUSINESS NAME			
STREET ADDRESS			
SUITE No./ PO BOX (OPTIONIAL)		CITY	
STATE		ZIP CODE	

** Please email completed and signed agreement to merchantservices@adcompsystems.com **



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: August 14, 2020

MEETING DATE: August 17, 2020

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on the purchase of a 50' Sequoia Christmas Tree for downtown Pharr from Arnett Marketing, LLC thru BUYBOARD Contract #562-18 (Project No.1920-01-522-P030-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City wishes to purchase a Christmas tree to replace the current one located at downtown Pharr area.

Financial Consideration: The purchase of the Christmas tree without delivery charges is \$82,780.00.

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo

Created/Initiated - 8/14/2020

Sergio Alanis

Approved - 8/14/2020

Ignacio Amezcua

Approved - 8/14/2020

Karla Saavedra

Approved - 8/14/2020

Hilda Pedraza

Approved - 8/14/2020

City Management Office

Final Approval - 8/14/2020

2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

DATE	PROPOSAL #
8/14/2020	11729

Name / Address
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr Mr. Sergio Alanis 413 E. Clark Pharr, Texas 78577 956-402-4550

		P.O. No.	Terms
			Due On Receipt
QTY	DESCRIPTION	PRICE EACH	TOTAL
	BUYBOARD VENDOR #562-18 Holiday Lighting & Decortations REVISED 8-14-2020 BEST PRICE DISCOUNT VALID THROUGH SEPTEMBER 2020 SEQUOIA CHRISTMAS TREES		
1	50' Sequoia Christmas Tree, Grows in 2' Increments, Life Like Branches, Pre-lit with Warm Whie LED Mini Lights, 10 Year Warranty (RETAIL \$136,695.00)	82,780.00	82,780.00
	DEPOSIT REQUIRED	0.00	
	SHIPPING CHARGES are not included		
PLEASE REVIEW and call to discuss		Total	\$82,780.00

Signature _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: August 10, 2020

MEETING DATE: August 17, 2020

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Interlocal Cooperative Agreement between the Cities of Edinburg and Pharr to utilize Tetra Tech for Emergency Debris Removal Monitoring and Planning Services.(Project No. 1920-01-517-S049-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On July 25, 2020, the Emergency Management Director for the City of Pharr declared a disaster due to the impending landfall of Hurricane Hanna and the direct impact on the County of Hidalgo. Hurricane Hanna made landfall on July 26, 2020 and tracked across Hidalgo County and impacted the City of Pharr with hurricane force winds and flash flooding.

As a result of the direct hit by the hurricane, critical infrastructure, commercial structures and residential homes were damaged. It is estimated that approximately 26,000 cubic yards of debris was generated from the storm and subsequent damage. The City activated a pre-positioned debris removal contract with Ceres Environmental Services to collect the debris for disposal at the City of Edinburg Landfill. In coordination with the debris removal, the City requires debris removal monitoring services to keep track of the quantity of loads and the type of debris collected for possible reimbursement if a Presidential Disaster Declaration is approved.

The City of Pharr currently does not have a debris removal monitoring vendor on contract, however, the City of Edinburg has procured a debris monitoring contract with the vendor Tetra Tech and is willing to allow Pharr to utilize this contract via an interlocal cooperative agreement. Due to the impact on public safety, health and welfare, the interlocal agreement with Edinburg is the most expedient avenue to mitigate the debris that has resulted from Hurricane Hanna.

I have attached a copy of the Interlocal Cooperative Agreement with the City of Edinburg, the RFP issued by the Edinburg for debris monitoring services, a copy of the Master Service Agreement between Tetra Tech and Edinburg and the Emergency Cooperative Agreement between Tetra Tech and the City of Pharr for your review and consideration.

Financial Consideration: This is a non budgeted item and will require an appropriation of funds for the work. The estimated cost for this work is estimated at\$145,084.

Staff Recommendation: Based on review by this office, staff recommends approval of the Interlocal Cooperative Agreement between the Cities of Edinburg and Pharr and the Emergency Cooperative Agreement with Tetra Tech and the City of Pharr as presented.

Alternatives:

ROUTING:

Pilar Rodriguez	Created/Initiated - 8/10/2020
Patricia Rigney	Approved - 8/12/2020
Ignacio Amezcua	Approved - 8/13/2020
Hilda Pedraza	Approved - 8/13/2020
Karla Saavedra	Approved - 8/14/2020
City Management Office	Final Approval - 8/14/2020

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS AND
THE CITY OF EDINBURG, TEXAS
FOR
DEBRIS REMOVAL MONITORING & PLANNING SERVICES**

THIS Agreement is made on this the _____ day of **AUGUST, 2020**, by and between the **CITY OF PHARR, TEXAS**, hereinafter referred to as "Pharr", and the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as "Edinburg", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Pharr and Edinburg are home-rule municipalities located in Hidalgo County, Texas;

WHEREAS, on July 25, 2020, the Emergency Management Director for the City of Pharr issued a Disaster Declaration due to the impending impact of Hurricane Hanna; and

WHEREAS, on July 26, 2020, Hurricane Hanna made landfall and followed a track that directly impacted Hidalgo County and the City of Pharr with hurricane force winds and flash flooding; and

WHEREAS, Hurricane Hanna caused significant damage to critical infrastructure, commercial buildings and residential homes, including generating significant debris and waste;

WHEREAS, Pharr and Edinburg, each pursuant to their statutory and constitutional authority are responsible for the collection and disposal of solid waste within their boundaries; and

WHEREAS, Pharr is unable to collect the large volume of debris and waste generated by Hurricane Hanna; and

WHEREAS, Pharr exercised the provisions in a debris removal contract with a third-party vendor and now needs debris removal monitoring and planning services; and

WHEREAS, through a competitive bidding process Request for Proposal No. 2018-004, Edinburg selected Contractor as the City of Edinburg's consultant to provide debris monitoring and recovery planning services for the City of Edinburg; and

WHEREAS, the City of Edinburg and Contractor entered into a Master Service Agreement, dated September 14, 2018, a copy of which is attached and incorporated herein as Attachment B ("Contract"); and

WHEREAS, Edinburg is willing to cooperate with the City of Pharr to assist with debris removal monitoring and planning services; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the parties are authorized to enter into this Interlocal Agreement; and

WHEREAS, Pharr and Edinburg agree that due to the current disaster the cooperation is a governmental function that serves the common interest of both parties and will benefit the public.

NOW, THEREFORE, Pharr and Edinburg in consideration of the mutual covenants expressed above, agree between each other as follows:

1. Pharr agrees to:

- A. Pay for all expenses related to debris removal monitoring and planning services provided to Pharr by Edinburg's vendor Tetra Tech, Inc.
- B. Pharr will be responsible for direct payment to Edinburg's vendor utilizing the fee schedule in the Master Service Agreement executed between Edinburg and Tetra Tech, hereto attached as Exhibit "B."
- C. Pharr agrees to pay the vendor within 30 days of the receipt of any invoice for the services provided.
- D. Pharr agrees that it will abide by all terms of the Master Service Agreement.
- E. To the maximum extent allowed by law, Pharr, its agents, employees and/or representatives agree to hold harmless, indemnify, and defend Edinburg its employees, elected and appointed officials, officers, successors and assigns from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation arising out of, or in connection with, Pharr's utilization of the Master Service Agreement.

2. Edinburg agrees to:

- a. Allow Pharr to utilize the Master Service Agreement executed between Edinburg and Tetra Tech, Inc. dated September 14, 2018 hereto attached as Exhibit "B."

3. Procedures During the Couse of Services

The City of Pharr will coordinate directly with Tetra Tech, Inc. for any services to be provided to Pharr. Pharr will copy Edinburg's designee for any correspondence, emails or other communications exchanged between Pharr and Tetra Tech.

4. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.
- 5.
6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
8. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Pharr: City of Pharr
 Attention: Mayor Ambrosio "Amos" Hernandez
 P.O. Box 1729
 Pharr, TX 78577-1632

If to Edinburg: City of Edinburg
 Attention: Mayor Richard Molina
 415 W University Drive
 Edinburg, Texas 78589

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues** Only in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the **parties** hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
18. **No Waiver of Rights:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
19. **Term:** This agreement shall terminate sixty (60) days from the effective date, or upon written notification by Pharr. This agreement may also be continued as needed upon written notice signed by all parties.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF EDINBURG

THE CITY OF PHARR

BY: _____
Richard Molina, Mayor

BY: _____
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

ATTEST:

BY: _____
Myra Ayala, City Secretary

BY: _____
Hilda Pedraza, City Clerk

TETRA TECH, INC

BY: _____

EXHIBIT “A”

City of Edinburg

Department of Solid Waste Management

Debris Monitoring & Recovery Services

RFP#2018-004

EXHIBIT “B”

Master Service Agreement

between

City of Edinburg

and

Tetra Tech, Inc.

for

Debris Removal Monitoring and Planning Services



DEPARTMENT OF SOLID WASTE MANAGEMENT



RFP REQUEST



**DEBRIS MONITORING & RECOVERY PLANNING
SERVICES**

RFP # 2018-004

BID DUE DATE: Monday, October 23, 2017

DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540

Phone (956) 381-5635 • Fax (956) 292-2064

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SECTION I. GENERAL TERMS AND CONDITIONS

This Request for Proposals (RFP) is issued by the CITY of EDINBURG(hereinafter referred to as the CITY) for the purpose of entering into a contract with a disaster recovery mitigation and debris management consultant (hereinafter referred to as the CONSULTANT) who will provide consulting and contract compliance monitoring services related to the contracted disaster debris removal and disposal activities. The services provided by the CONSULTANT will assist the CITY in satisfying the FEMA Public Assistance Debris Monitoring and Reporting Requirements.

The CONSULTANT must be knowledgeable in TxDOT, TCEQ, FEMA and Federal Highway Administration (FHWA) regulations, guidelines, and operating policies and planning requirements. The CONSULTANT shall monitor, report, and coordinate with the disaster debris removal Contractor(s) and the CITY activities to ensure a compliant, well-managed and organized approach to debris removal and disposal within applicable TxDOT, TCEQ, FEMA and FHWA guidelines.

The scope of services excludes any other compliance services that are included in federal or state disaster relief, or in any separate contract with the CITY. This will not be an “exclusive” contract and should not be construed as such. The CITY reserves the right, subject to negotiation and agreement, in writing, with the selected firm, to either expand or limit the scope of services as needed. The selected firm will be required to have personnel on-site to complete the tasks required by this scope of services. The selected firm will complete the required tasks in a timely and efficient manner.

ADDITIONAL INFORMATION:COE of Edinburg is requesting that RFP’s be routed to: City Secretary, at 415 West University Drive, Edinburg, Texas 78541.

CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with COE, shall file a completed conflict of interest questionnaire with COE Secretary not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with COE; or (2) submits to COE an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with COE. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the City Secretary’s Office. If mailing a completed conflict of interest questionnaire, mail to: City Secretary’s Office, P.O. Box 1079, Edinburg, TX 78539. If delivering a completed, executed conflict of interest questionnaire, deliver to: City Secretary’s Office, City of Edinburg City Hall, 415West University Dr., Edinburg, TX 78540. Proposers should contact its own legal counsel with any questions regarding the statute or form.

CERTIFICATE OF INTERESTED PARTIES (Form 1295) In 2015, the Texas Legislature adopted [House Bill 1295](http://www.ethics.state.tx.us/forms/CIQ.pdf), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. COE will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request For Proposals (RFP) packet and to notify COE Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in COE Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City of Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: COE reserves the right to waive minor informalities or technicalities when it is in the best interest of COE.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of COE.

TERM The initial term of the contract shall be for one year from awarded date to September 30, 2018, with an option to renew for two additional one-year terms at the discretion of the Edinburg CITY Council.

PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will not be scheduled unless it is formally requested by all interested parties.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.

- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify COE Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: COE has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where COE finds that the Contractor's work is negligent, not satisfactory, with or without cause, or not in accordance with the Agreement requirements.

FIRM PRICING: Unless otherwise negotiated at the time of contract award, all fees for services shall remain fixed throughout the contract, including renewals. The City reserves the right to negotiate reductions in the price due to changes in the market conditions during the contract period and renewals.

ESCALATION/DE-ESCALATION: In subsequent terms, an annual price change (based on the Bureau of Labor Statistics, Consumer Price Index escalation) may be considered on the anniversary of the term. Price changes may not exceed 3% per year or the most recent 12 month CPI-U table, if less than 3% per annum.

RETENTION OF BIDDER MATERIAL: Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the Bidder.

SECTION II. RFP REQUIREMENTS

PURPOSE: The intent of this Request for Proposal and resulting contract is to provide Disaster Management and Recovery Planning Services during a declared emergency activation.

REQUEST FOR PROPOSALS: The COE requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Texas and other State and Federal agencies. The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any COE limitations will result in disqualification of the submitted RFP. A total of one (1) original and five (5) copies of the RFP shall be submitted to the address on the cover letter.

SUBMITTAL: For proper comparison and evaluation, COE requests that proposals address, at a minimum, the following format.

- **Cover Letter** - A brief introductory letter of representation.
 - *The cover letter should also:*
 - *Identify the submitting Proposer;*
 - *Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;*
 - *Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.*

- **Executive Summary** - A brief summary highlighting the most important points of the proposal. The Summary should include Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the COE. If used, the Summary should not exceed five pages.
- **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses and current contracts for disaster related services which they are obligated to fulfill during the term of this agreement and a Parishment of litigation that the firm or staff is currently involved in, or has been involved in over the last (5) years, stating points of contention and results, if available.
- **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with Attachment 1: Financial Proposal – for RFP evaluation and Exhibits 1-3 for contracting purposes. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with COE. It shall include details about the firm's invoice process.

SECTION III. SCOPE OF SERVICES, TRAINING AND JOB REQUIREMENTS

SCOPE OF WORK/SERVICES

It is the intent of this agreement that the contractor will ensure that hazards to life and property are removed as quickly as possible and expenses be qualified for reimbursement from state and/or federal agencies to the maximum extent possible. The selected firm's response must be immediate, rapid, and efficient, with acceptable cost controls, accountability procedures, with written reports and submittals in place, to assure that the COE will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies. The scope of work is as follows but is not limited to:

A. DISASTER DEBRIS MONITORING SERVICES:

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas.

Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the City.
2. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
6. Develop forms, databases, etc. for tracking field activities, submitting invoices to FEMA, FHWA, etc. Such forms, databases and invoices must be compatible with City software and approved by designated City personnel.
7. Assisting the City with responding to public concerns and comments.
8. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. Entering load tickets into a database application.
10. Digitization of source documentation (such as load tickets).
11. Developing daily operational reports to keep the City informed of work progress.
12. Development of maps, GIS applications, etc. as necessary.
13. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
14. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
15. Provide monitors to monitor disaster debris removal contractors to ensure collection is conducted in accordance with City, FHWA, FEMA and other required standards, including contractual provisions specified in City disaster debris collection contract. Ensure that only eligible debris quantities are being claimed for Public Assistance.
16. Provide monitors at designated check points to check and verify information on debris removal and at Debris Management Sites (DMSs) located throughout the City.
17. Debris monitors must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures. Responsibilities of monitors include, but are not limited to:

- a. Report issues to their direct supervisor which require action, such as safety concerns, debris removal contractor noncompliance and equipment use.
 - b. Properly and accurately complete and physically control load tickets.
 - c. Ensure that trucks are accurately credited for their load.
 - d. Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed, not compacted).
 - e. Ensure that hazardous wastes are not mixed in loads.
 - f. Ensure that C&D debris is not mixed in loads of vegetative debris.
 - g. Ensure that all debris is removed from trucks at DMSs.
 - h. Report if improper equipment is used.
 - i. Report if debris removal contractor personnel safety standards are not followed.
 - j. Report if general public safety standards are not followed.
 - k. Report if completion schedules are not on target.
 - l. Ensure that only debris specified in the contract is collected and is identified as eligible or ineligible.
 - m. Assure work is within the assigned scope of work.
 - n. Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
 - o. Debris monitors are to submit daily reports on load quantities
- 18. Disaster related damage assessment and reconstruction services, as needed.
 - 19. Final report and appeal preparation and assistance.
 - 20. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal.
 - 21. Other disaster recovery services as requested by the City.

B. EMERGENCY MANAGEMENT PLANNING AND TRAINING

If requested by the City, the Consultant shall provide:

- 1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- 2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.

4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management and TDSRS.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the City.
8. Other reports and data as required by the City.
9. Other emergency management and consulting services identified and required by the City.

C. DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include City facilities, utility systems, transportation systems, and other sectors as required. The consultant will assist, if directed by the City, with document preparation of permanent work projects.

OTHER AGREEMENTS:

- The selected firm(s) shall provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by COE's authorized representative shall be as binding as if given to the Firm(s).
- The selected firm(s) shall assist in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.
- Adequately handle property damage claims which result from contractor's errors or omissions.
- CONSULTANT shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the CITY for processing. The CONSULTANT shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the CITY, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the CONSULTANT. The invoices shall be reviewed by the CONSULTANT to be accepted or rejected in a timely manner. The CONSULTANT shall issue in writing to the CITY and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring CONSULTANT shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are accurate and complete will be forwarded to the CITY's Project Manager for payment.
- CONSULTANT shall assist the CITY in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies by CITY staff and designated debris removal and disposal contractor(s).
- CONSULTANT shall assist in ensuring that processing of federal funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:
 1. Review of debris contractor invoices

2. Monitoring information
 3. Project Status Reports
 4. Completed Load tickets
 5. CONSULTANT payroll
 6. Review of debris contractor equipment hours of operation
 7. Vehicle certifications
 8. Start and end dates of the first debris removal pass and all subsequent passes
- CONSULTANT shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The CONSULTANT shall stay current with FEMA and FHWA policies and procedures and notify the CITY's Project Manager immediately as changes occur.
 - CONSULTANT shall be capable of providing a 1-800 service to respond and report on resident inquiries during the performance of debris removal and disposal activities.
 - CONSULTANT shall provide regular status updates to the CITY's Project Manager for public information use.
 - CONSULTANT shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the CITY's Project Manager. Property damage complaints must be tracked using a GIS. Any photos of the property damage must be linked in the GIS. A geodatabase shall be provided to the CITY with weekly updates. Upon request of the CITY, the CONSULTANT may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
 - CONSULTANT shall provide the CITY's Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:
 1. Overview of daily activities including status of damage complaints
 2. Cumulative debris tally by debris site
 3. Cumulative debris tally by day
 4. Summary of monthly debris removal efforts (cumulative and by debris site)
 5. Summary of mulch removal efforts (cumulative and by debris site)
 6. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
 7. Stump volume by site
 8. Debris site status
 9. Labor force report
 10. Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the CITY

- CONSULTANT shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the CONSULTANT on behalf of the CITY and provided to the CITY upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy.
- CONSULTANT shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The CONSULTANT shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the CITY Project Manager or designee. The CITY Vehicle Certification Form will have the following information:
 1. Vehicle make, model
 2. Length
 3. Width
 4. Height
 5. Volume in cubic yards
 6. Tag number of vehicle
 7. VIN number of vehicle
 8. Vehicle type
 9. Driver of vehicle name (printed) and signature
 10. Sub-Contractor representative name (printed) and signature
 11. Certification monitor name (printed) and signature certifying vehicle
 12. Date
 13. Vehicle certification number
- CONSULTANT's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the CITY'S Project Manager or designee.

JOB REQUIREMENTS:

Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, area to be worked the following day or days, weather report, problems and issues noted, problems and issues corrected.

On a weekly basis, COE with both Debris Removal contractor and Debris Monitoring contractor, Strategic Targets will be identified for the following week and a compliance report will due the following week to account for the completion/non completion of each of the identified targets.

Accounting protocols include a bi-monthly reconciliation of records with the COE, Debris Removal contractor, and Debris monitoring contractor so that errors and omissions are handled expediently and that the quality of the accounting is established and reviewed.

PERFORMANCE MEASUREMENT/EVALUATION

Restoration of the affected areas of the COE to environmentally safe and economically viable conditions with the work done in compliance to the contract and applicable statutes and codes that effect eligibility for reimbursement from applicable State and Federal agencies is the valuable final product against which performance will be measured.

COE reserves the right to randomly inspect and test personnel on duty to determine the FIRM's compliance with applicable rules, regulations professional standards and policies as they

correspond to the emergency and its tasking orders. Personnel will be notified of the results of such tests. Documented failure to comply will be basis for termination.

SECTION IV. SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal along with the RFP or on short notice at a later time.

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the respective department will make a recommendation to COE Council.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. COE reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and three (3) copies of RFPs should be submitted to:

**City Secretary
City of Edinburg
415 West University Drive
Edinburg, Texas 78541
Telephone (956) 388-8204
Fax (956) 383-7111**

RFPs must be submitted by no later than 3:00 p.m. on Monday, October 23, 2017.

SECTION V. FIRM AND RFP EVALUATION

The evaluation system consists of a 100 percentage point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. Only RFP's ranked in the top 15 percentile will continue to the next stage.

EVALUATION:

1. QUALIFICATIONS OF THE FIRM:

A. Contractor shall provide a description and history of the firm focusing on previous governmental experience using following guidelines:

1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
3. Recent experience managing disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner / hanger removal programs, processing site monitoring, and FEMA reimbursement.

B. Provide at least five references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 2,000,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract. A list and scope of the various projects for comparative purposes shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by COE. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 2,000,000 cubic yards of debris for each client. Recent debris monitoring from hurricanes, tornados or tropical storms is preferred.
2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

3. METHODOLOGY

The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The RFP shall include the following:

- * Demonstrate an understanding of the scope of services
- * Address appropriate Federal/State/Local regulations and policies
- * Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, COE, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION VI. AWARD OF CONTRACT, RESERVATION OF RIGHTS

NUMBER OF CONTRACTS.

COE reserves the right to award one, more than one or no contract(s) in response to this RFP.

ADVANTAGEOUS CONTRACT.

The Contract, if awarded, will be awarded to the PROPOSER(s) whose Submittal(s) is/are deemed most advantageous to COE, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of COE Council.

FINAL SELECTION AND COE COUNCIL APPROVAL.

COE may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COE. However, final selection of a PROPOSER is subject to COE Council approval.

REMEDY OF TECHNICAL ERRORS.

COE reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. COE also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

PREPARATION COSTS.

This RFP does not commit COE to enter into a Contract, award any services related to this RFP, nor does it obligate COE to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

INSURANCE AND INDEMNITY.

If selected, PROPOSER will be required to comply with the Insurance and Indemnity Requirements established herein or as prescribed by law.

INDEPENDENT CONTRACTOR.

PROPOSER agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that COE shall in no way be responsible for PROPOSER's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

PURCHASE ORDERS.

As Needed. Execution of a contract does not obligate COE to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at COE's discretion, as needed, and will be communicated to the PROPOSER through individual Purchase Orders.

SECTION VII. GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by COE, shall constitute a contract equally binding between the successful Proposer and COE. No different or additional terms will become a part of this contract with the exception of a Change Order.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by COE to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by written addenda. Sole issuing authority of addenda shall be vested in COE Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the COE Purchasing.

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of COE Council.

VENUE

This agreement will be governed and venue construed according to the laws of the State of Texas, County of Hidalgo. This agreement is fully performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by COE.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective Proposer must meet the following requirements:

A prospective Proposer must affirmatively demonstrate their responsibility; have adequate financial resources, or the ability to obtain such resources as required; be able to comply with the required or proposed delivery schedule; Have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.

COE may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless COE and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment and cost of litigation which may be obtained against COE growing out of such injury or damages.

PRIME CONTRACTOR RESPONSIBILITIES

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The COE shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

USE OF SUBCONTRACTORS

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the COE urges the prime contractor to use Texas/ City of Edinburg vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the COE Project Manager. Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

INSURANCE REQUIREMENTS

Contractor shall furnish the COE with certificates of insurance effecting coverage(s) required by the RFP (see Attachment III–Insurance). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and must be approved by the COE before work commences. The COE reserves the right to require complete certified copies of all required policies, at any time.

SUBCONTRACTOR INSURANCE

The Contractor shall include all subcontractors and COE as additionally insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

ERRORS AND OMISSIONS IN PROPOSAL

The COE will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The COE reserves the right to make corrections or clarifications due to patent errors identified in proposals by the COE or the Proposer. The COE, at its option, has the right to request clarification or additional information from the Proposer.

TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. COE reserves the right to terminate the contract immediately in the event the successful Proposer fails to:

- meet delivery or completion schedules or
- otherwise perform in accordance with the accepted proposal or
- File for Bankruptcy.

Breach of contract or default authorizes COE to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to COE MANAGER, 415 West University Drive Edinburg, Texas.

PERFORMANCE OF CONTRACT

COE reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of COE in the event of breach or default or resulting contract award.

NO GUARANTEE OF QUANTITIES

The COE reserves the right to increase or decrease the amount, at the unit prices stated in the proposal.

Neither the COE nor any Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

PURCHASE ORDER

A purchase order(s) shall be generated by COE to the successful Proposer.

INVOICES

The invoices shall show:

- Name and address of successful Proposer;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- COE Purchase Order Number.

- Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by COE of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Proposer is required to pay subcontractors within the time period established by COE.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of COE.

FUNDING

Funds for payment have been provided through COE budget approved by the Edinburg COE Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current COE fiscal year shall be subject to budget approval.

FINDINGS CONFIDENTIAL

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under the pursuant contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than the appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written consent of the CITY.

RECORDS RETENTION AND REVIEW

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of three (3) years following notification by the CITY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by Texas Department of Emergency Management. (Note to Purchasing; FEMA requirement)

WRITTEN TASK ORDERS

The CITY shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Task Order has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Task Order. The City makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

PROPOSER'S CERTIFICATION OF OMB A-133 COMPLIANCE

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

NUMBER OF COPIES TO BE SUBMITTED:

COE requires one (1) original submittal and Five (5) copies.

ATTACHMENT I - FINANCIAL PROPOSAL

I have read and understand the requirements of this proposal, **RFP# 2018-004** , and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit.

POSITIONS HOURLY RATES

Project Manager	\$ _____
Operations Managers	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Billing/Invoice Analysts	\$ _____
Project Assistants	\$ _____
Field Coordinators (Crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	Hourly Rates:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT II – RFP EVALUATION FORM

RFP EVALUATION FORM				
SELECTION CRITERIA	RIF RANGE	RIF MAX		EVALUATORS SCORE
PROPOSER'S QUALIFICATIONS/EXPERIENCE Contractor's ability to be there on time with the resources needed Including, but not limited to, i) Quantity, quality, and availability of management personnel, equipment and labor resources, ii) experience providing equal or greater level of services under the same or similar circumstances, and iii) demonstrates skills in their experience managing debris monitoring	0-20	20	=	
PROPOSER'S ITEMIZED AND TOTAL PROPOSED PRICING Including, but not limited to, Contractor's creditworthiness and willingness to provide performance guarantees.	20-60	60	=	
TECHNICAL PROPOSAL EVALUATION Confidence in approach and methodology, Contractor's ability, commitment, understanding of the project and familiarity with rules and regulations and the ability pre-plan, stage, and monitor the work, and its experience in handling accounting, reports, briefings and reimbursements	0-20	20	=	
TOTAL		100	=	
PROPOSER:				
EVALUATER				

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.

ATTACHMENT III – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to COE under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to COE hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of COE consistent with potential exposure of COE under the Texas Tort Claims Act;
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming COE as an additional insured shall be submitted to COE for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to COE prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to COE. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, _____, authorized representative for _____, Hereby acknowledge the
(Company/Vendor)
receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by COE of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR

Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

CITY, State, Zip

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the COE or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with COE or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

PROPOSER QUALIFICATIONS - GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: _____

(full, correct legal name)

Address: _____

Telephone/Fax: _____

1. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? Yes____ No____
2. Is your Company authorized and/or licensed to do business in Texas? Yes____ No____
3. Where is the Company's corporate headquarters located? _____
4. Does the Company have an office located in Edinburg, Texas? Yes____ No____ If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?____ (years) ____ (months)
5. State the number of full-time employees at the Edinburg office. _____
6. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes____ No____ If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?____ (years) ____ (months)
7. State the number of full-time employees at the Hidalgo County office. _____
8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____
9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____
11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited? Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT VIII – CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity:

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with City Secretary's Office subject to above instructions.

THIS FORM CAN BE DOWNLOADED FROM AND A COPY MUST ACCOMPANY THE RFP:
<http://www.ethics.state.tx.us/forms/CIQ.pdf>

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Telephone No. _____ FaxNo. _____ e-mail _____

Print Name: _____ Signature: _____

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X – SUBMITTAL CHECKLIST**SUBMITTAL CHECKLIST**

This checklist is to help the PROPOSER ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
*Cover Letter	
*Financial Proposal (Section I in the RFP)	
*Insurance Requirement Acknowledgement(Letter from Insurance Provider and copy of current Insurance Certificate) (Section IV in RFP)	
*Project Requirements Acknowledgement (Section V in RFP)	
*Litigation Disclosure (Section VI in RFP)	
*Proposer Qualifications – General Questionnaire (Section VII in the RFP)	
*Conflict of Interest Questionnaire (Section VIII in the RFP)	
*Signature Page (Section IX in the RFP)	
Submittal Checklist (Section X in the RFP)	
1 Original* and 3 Copies of Submittal	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.

**MASTER SERVICES AGREEMENT
BETWEEN CITY OF EDINBURG, TEXAS
AND TETRA TECH, INC.**

THIS AGREEMENT is made by and between the **CITY OF EDINBURG, TEXAS** located at 8601 N. Jasman Road, Edinburg, Texas 78542, hereinafter referred to as ("Client") and **TETRA TECH, INC.**, hereinafter referred to as ("Contractor"), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, City of Edinburg, Texas has issued Request for Proposal No. 2018-004 for debris monitoring and recovery planning services; and

WHEREAS, Tetra Tech, Inc. was selected to provide these services following the Request for Proposal No. 2018-05 issued by the City of Edinburg, Texas through a competitive bidding process; and

WHEREAS, Contractor must comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II as specified in **Exhibit C and D**, attached hereto and incorporated herein.

NOW THEREFORE, the parties hereby agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with debris monitoring and management services as described in **Exhibit A1 and A2**. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work. A sample Notice to Proceed and Task Order are attached hereto as **Exhibit E1 and E2**.
2. **Term:** The term of this Agreement shall begin on September 14, 2018 and shall continue in full force for one (1) years with the option to extend for two (2) additional one (1) year periods.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic,

war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's hourly labor rates as set forth in **Exhibit B** plus reasonable non-labor expenses. The hourly labor rates shall include all applicable overhead and profit. Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without markup (receipts are required); (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (receipts are required); (3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Contractor and the Client shall be invoiced at cost without mark-up (receipts are required).
8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

All invoices shall be delivered to:

Attn: Accounts Payable
City of Edinburg, Texas
8601 N. Jasman Road
Edinburg, Texas 78542

Payment shall be made to the following address:

Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

9. **Indemnity:** Contractor shall save harmless, indemnify and defend the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from a negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.
10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Contractor harmless from any and all claims or damages related to the release, change or reuse.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. \$1,000,000).
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Each party shall attempt to resolve conflicts or disputes under the Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under the Agreement or which relates in any way to the Agreement or the subject matter of the Agreement, either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:
- | | |
|--|---|
| CLIENT: CITY OF EDINBURG
Attn. City Manager
P.O. Box 1079
Edinburg, TX 78540-1079
Copy to: Director of Solid Waste Management
8601 N. Jasman Road
Edinburg, Texas 78542
Office: _____
Cell: _____
Email: _____ | Contractor:
Betty Kamara
Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Office: 321-441-8518
Cell: 407-803-2551
betty.kamara@tetratech.com |
|--|---|
20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be in State District Court, Hidalgo County, Texas.
22. **Compliance with the SAVE Program:** The contractor will execute an affidavit, attached as Exhibit C,

that verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Calcasieu Parish has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

23. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
24. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
25. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
26. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
27. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
28. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
29. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. .
30. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the

execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

31. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
32. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

33. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement.

CONTRACTOR: TETRA TECH, INC.


By: Jonathan Burgiel
Title: Business Unit President
Date: 9/19/2018

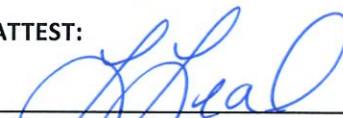
ATTEST:


Betty Kamara, Contracts Administrator

CLIENT: CITY OF EDINBURG, TEXAS


By: Pilar Rodriguez, P.E.
Title: City Manager
Date: 9/19/2018

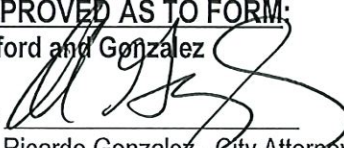
ATTEST:


Ludivina Leal, City Secretary



APPROVED AS TO FORM:

Oxford and Gonzalez

By: 
Ricardo Gonzalez, City Attorney

ATTACHMENT I - FINANCIAL PROPOSAL

I have read and understand the requirements of this proposal, **RFP# 2018-004** , and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit.

POSITIONS HOURLY RATES

Project Manager	\$ <u>75.00</u>
Operations Managers	\$ <u>60.00</u>
GIS Analyst	\$ <u>49.00</u>
Field Supervisors	\$ <u>45.00</u>
Debris Site/Tower Monitors	\$ <u>33.50</u>
Load Ticket Data Entry Clerks	\$ <u>25.00</u>
Billing/Invoice Analysts	\$ <u>45.00</u>
Project Assistants	\$ <u>34.00</u>
Field Coordinators (Crew Monitors)	\$ <u>33.50</u>

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	Hourly Rates:
<u>Health and Safety Officer</u>	<u>\$59.00</u>
<u>Data Manager</u>	<u>\$55.00</u>
<u> </u>	<u> </u>
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FINANCIAL PROPOSAL – ADDITIONAL SERVICES

Positions and Hourly Rates for Emergency Management Planning and Training

Exhibit 6-1 provides a listing of positions that may be required to complete the emergency management and planning tasks listed in City's request for proposal. The fees for these services can be provided to the City on a fixed fee or time and materials basis. Non-labor related expenses will be invoiced at cost, without mark-up.

Exhibit 6-1: Emergency Management Positions with Hourly Rates

Labor Category	Hourly Rate
Administrative Specialist I	\$44.00
Administrative Specialist II	\$48.00
Research Assistant	\$51.00
Administrative Specialist III	\$60.00
Research Assistant II	\$66.15
Analytical Aide	\$75.00
Planning Aide	\$80.00
Consulting Aide	\$90.00
Program Analyst	\$95.00
Consultant/Planner/ Analyst I	\$110.00
Consultant/Planner/ Analyst II	\$125.00
Consultant/Planner/ Analyst III	\$135.00
Senior Consultant/Planner/ Analyst	\$150.00
Supervising Consultant/ Planner/Analyst	\$158.00
Project/Program Manager	\$175.00
Principal in Charge	\$190.00
Principal Consultant/ Planner/Analyst	\$210.00
Executive Consultant/ Planner/Analyst	\$225.00
Subject Matter Expert	\$240.00

Positions for Financial Recovery, Damage Assessment, and Reconstruction Services

Exhibit 6-2 provides a listing of positions that may be required to complete the financial recovery, damage assessment, and reconstruction services listed in the City's request for proposal. The fees for these services can be provided to the City on a time and materials basis. Non-labor related expenses will be invoiced at cost, without mark-up.

Exhibit 6-2: Additional Positions with Hourly Rates

Labor Category	Hourly Rate
Administrative Specialist III	\$64.00
Program Planner/Scientist/Assessor/Analyst	\$100.00
Consultant/Planner/Scientist/Assessor/Analyst I	\$115.00
Public Assistance/Grant Management Consultant	\$125.00
Senior Public Assistance/Grant Management Consultant	\$145.00
Project/Program Manager/Supervising Public Assistance Consultant	\$175.00
Damage Assessment/Reconstruction	
Program/QC Manager	\$210.00
Project Manager/Senior Engineer	\$210.00
Environmental Engineer	\$210.00
Sr. Engineer/Structural	\$180.00
Mid Engineer	\$165.00
Jr. Engineer	\$135.00
Engineering Design/CAD	\$110.00
Project Administrator	\$90.00

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, Jonathan Burgiel, authorized representative for Tetra Tech, Inc., Hereby acknowledge the
(Company/Vendor)
receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

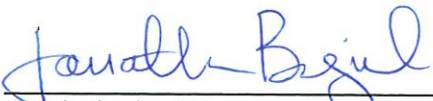
Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by COE of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ See attached certificate of insurance

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR

Have already been met (see attached copy of insurance certificate).



Authorized Representative

October 20, 2017
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2017

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Tetra Tech, Inc. 1 S Wacker Drive 37th Floor Chicago IL 60606 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER C: The Insurance Co of the State of PA</td><td>19429</td></tr><tr><td>INSURER D: American Home Assurance Co.</td><td>19380</td></tr><tr><td>INSURER E: AIG Europe Limited</td><td>AA1120841</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: National Union Fire Ins Co of Pittsburgh	19445	INSURER C: The Insurance Co of the State of PA	19429	INSURER D: American Home Assurance Co.	19380	INSURER E: AIG Europe Limited	AA1120841	INSURER F:	
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INSURER E: AIG Europe Limited	AA1120841														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570063784534

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL7468716	10/01/2017	10/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA4288055	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$100,000			CSUSA1702199	10/01/2017	10/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014629496 WC014629497 WC014629498 WC014629499	10/01/2017 10/01/2017 10/01/2017 10/01/2017	10/01/2018 10/01/2018 10/01/2018 10/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Professional Liability and Contractor's Pollution Liability			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2017	10/01/2019	Each Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>
-----------------------	--

ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

Jonathan Burgiel,
Tetra Tech, Inc.

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: Not Applicable
2. Bonds: Not Required
3. Certificates: Insurance certificate will be provided upon award
4. Permits: Not Applicable
5. Other: None

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

October 20, 2017

Date

Tetra Tech, Inc.
Company

2901 Wilcrest Drive, Suite 400
Address

Houston, TX 77042
CITY, State, Zip

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the COE or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with COE or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

PROPOSER QUALIFICATIONS - GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: Tetra Tech, Inc.

(full, correct legal name)

Address: 2901 Wilcrest Drive, Suite 400, Houston, TX 77042Telephone/Fax: 321-441-8518

1. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? Yes No X
2. Is your Company authorized and/or licensed to do business in Texas? Yes X No
3. Where is the Company's corporate headquarters located? Pasadena, California
4. Does the Company have an office located in Edinburg, Texas? Yes No X If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? (years) (months)
5. State the number of full-time employees at the Edinburg office. Not applicable
6. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes No If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office? (years) (months)
7. State the number of full-time employees at the Hidalgo County office. None
8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes No X
9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. Not applicable
10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.
Name: Betty Kamara, Contracts Administrator
Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751
Telephone: 321-441-8518
Fax: 321-441-8501
Email: betty.kamara@tetrattech.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited? Yes () No (X).

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. Not applicable

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes () No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. Not applicable

13. Provide any other names under which your business has operated within the last 10 years.

Leidos, SAIC, Beck Disaster Recovery



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for TETRA TECH, INC. (file number 9223306), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on July 31, 1992.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 27, 2016.



A handwritten signature in black ink, appearing to read "C. Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

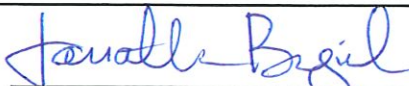
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  Jonathan Burgiel
Signature of vendor doing business with the governmental entity

10/20/17

Date

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

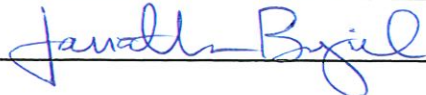
Company Name: Tetra Tech, Inc.

Company Address: 2901 Wilcrest Drive, Suite 400

City, State, Zip Code: Houston, TX 77042

Historically Underutilized Business (State of Texas) Certification VID Number: Not Applicable

Telephone No. 321-441-8518 FaxNo. 321-441-8501 e-mail betty.kamara@tetrattech.com

Print Name: Jonathan Burgiel, VP/Operations Manager Signature: 

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X – SUBMITTAL CHECKLIST**SUBMITTAL CHECKLIST**

This checklist is to help the PROPOSER ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
*Cover Letter	X
*Financial Proposal (Section I in the RFP)	X
*Insurance Requirement Acknowledgement(Letter from Insurance Provider and copy of current Insurance Certificate) (Section IV in RFP)	X
*Project Requirements Acknowledgement (Section V in RFP)	X
*Litigation Disclosure (Section VI in RFP)	X
*Proposer Qualifications – General Questionnaire (Section VII in the RFP)	X
*Conflict of Interest Questionnaire (Section VIII in the RFP)	X
*Signature Page (Section IX in the RFP)	X
Submittal Checklist (Section X in the RFP)	X
1 Original* and 3 Copies of Submittal	Per page 5, five (5) copies are included

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.

**EMERGENCY COOPERATIVE PURCHASING AGREEMENT
to Accept Contract Terms and Conditions Regarding
Debris Monitoring and Recovery Planning Services**

I. DESCRIPTION

This Emergency Cooperative Purchasing Agreement ("Agreement") is entered into this ____ day of August 2020 ("Effective Date"), by and between the City of Pharr, Texas ("City of Pharr"), and Tetra Tech, Inc. ("Contractor").

WHEREAS, City of Edinburg, a political subdivision of the State of Texas, ("City of Edinburg") issued a Request for Proposal No. 2018-004 for Debris Monitoring and Recovery Planning Services, attached hereto as Attachment A, and Contractor submitted a response to the RFP;

WHEREAS, through a competitive bidding process, the City of Edinburg selected Contractor as the City of Edinburg's consultant to provide debris monitoring and recovery planning services for the City of Edinburg;

WHEREAS, the City of Edinburg and Contractor entered into a Debris Monitoring and Recovery Planning Services Contract, dated September 14, 2018, a copy of which is attached and incorporated herein as Attachment B ("Contract"); and

WHEREAS, the City of Pharr desires to purchase Debris Monitoring and Recovery Planning Services from Contractor.

NOW THEREFORE, the City of Pharr hereby decided to retain Tetra Tech, Inc. to perform debris monitoring and recovery planning services on behalf of the City of Pharr based on the same contractual arrangements, terms, and conditions that exist between Contractor and the City of Edinburg for debris monitoring and consulting services.

II. CLIENT AND CONTRACTOR CONTACTS

Pilar Rodriguez
Public works Director
City of Pharr, Texas
118 S. Cage Boulevard
Pharr, TX 78577
Phone (956) 638-6335
Email: pilar.rodriguez@pharr.tx.gov

Betty Kamara
Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, Florida 32751
Phone 321-441-8518 | 407.803.2551
Email: betty.kamara@tetrattech.com

III. REQUIREMENT

Insurance: Before commencing performance, Contractor shall obtain and maintain at its own cost and expense for the duration of the project, the following insurance:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Performance Bond: Not Required.

Subcontractor: Not Required.

Compensation: Payment terms are net thirty (30) days. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of City of Pharr by any third-party authority or funding source.

IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date first written above and shall continue in full force for sixty (60) days.

APPROVED BY CITY OF PHARR, TEXAS

Signature: _____
Edward M Wylie, Interim City Manager

Date: _____

APPROVED BY TETRA TECH, INC.:

Signature: _____
Jonathan Burgiel, Business Unit President

Date: _____

**AS APPROVED BY CITY OF EDINBURG CITY COUNCIL
ON MARCH 7, 2018 FOR RFP NO. 2018-004 FOR DEBRIS
MONITORING AND RECOVERY PLANNING SERVICES:**

Signature: _____

Name and Title: _____

Date: _____

Attachment A: City of Edinburg RFP No. 2018-004
Attachment B: City of Edinburg Contract No. 2018-004

**CITY OF PHARR, TEXAS
TETRA TECH, INC.
2020 HURRICANE HANNA
08/11/2020**

ESTIMATED PERIOD OF PERFORMANCE: 08/11/2020 – 10/30/2020

SCOPE OF SERVICES

Tetra Tech shall provide the following services:

- a. Hiring, scheduling, training and managing field monitoring staff.
- b. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- c. Monitoring and documenting debris removal contractor operations.
- d. Developing operational reports to keep the City informed of work progress.
- e. Review and reconciliation of debris removal contractor invoices prior to submission to the City for processing.

ESTIMATED COST

The table below outlines the anticipated staff positions and level of effort.

Position	Hourly Rate [1]	Estimated # of Staff	Estimated # of Hours/Day	Estimated # of Days	Estimated Total
Project Manager	\$75.00	1	4	32	\$9,600.00
Operations Managers	\$60.00	1	12	32	\$23,040.00
GIS Analyst	\$49.00	1	4	2	\$392.00
Field Supervisors	\$45.00	1	12	7	\$3,780.00
Debris Site/Tower Monitors	\$33.50	2	12	32	\$25,728.00
Billing/Invoice Analysts	\$45.00	1	4	7	\$1,260.00
Project Assistants	\$34.00	1	2	32	\$2,176.00
Field Coordinators	\$33.50	3	12	32	\$38,592.00
Health and Safety Officer	\$59.00	1	8	1	\$472.00
Data Manager	\$55.00	1	12	32	\$21,120.00
Estimated Labor Total					\$126,160.00
Estimated Expenses [2]					\$18,924.00
Estimated Total [3]					\$145,084.00

[1] The hourly labor rates shall include all applicable overhead and profit.

[2] Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without markup (receipts are required); (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (receipts are required); (3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Contractor and the Client shall be invoiced at cost without mark-up (receipts are required).

[3] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

ASSUMPTIONS

- a. Estimate of 40,000 cubic yards of debris
- b. Preliminary cost estimate is based on an average of three (3) trucks operating 32 working days with an average of 49 CY per load and five (5) loads a day.

Changes to these assumptions, expansion of scope of work, or debris contractor efficiency may impact the preliminary cost estimate and warrant a request for an increase by Tetra Tech.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: August 12, 2020

MEETING DATE: August 17, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing the City Manager to amend the existing design-build contract with International Consulting Engineers (ICE) for Phase II of the Downtown Gateway and Lighting Improvements.(Project No. 1819-39-510-S026-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Phase II will connect three of the arched light fixtures across Cage Blvd and will also included lighting.

Financial Consideration: Total cost \$62K per archway.

Total cost for 5 archways \$325,000

Staff Recommendation: Staff recommends approval authorizing the City Manager to negotiate and enter into a design-build contract with International Consulting Engineers (ICE) for Phase II of the Downtown Gateway and Lighting Improvements.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 8/12/2020

Omar Anzaldua

Approved - 8/12/2020

Ignacio Amezcua

Approved - 8/12/2020

Patricia Rigney

Approved - 8/12/2020

Karla Saavedra

Approved - 8/14/2020

City Management Office

Final Approval - 8/14/2020