**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, SEPTEMBER 21, 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 Tax Collection Report for August 2020. (FINANCE)

B) Submission of Sales Tax Collection Report for September 2020. (FINANCE)

**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) Consideration and action authorizing the City Manager to advertise for bids for Catastrophic Debris Removal Services and Debris Removal Monitoring Services. (PUBLIC WORKS)

B) Consideration and action on Development Services Cases:

1. Campero Holdings Company, LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 6.95-acre tract of land, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.The property is physically located within the 800-900 Block of West Anaya Road. **COZ#200835**

2. Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6400 South Cage Boulevard, Suites A & B. **CUP#110757**

PLATS:

1. Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting final plat approval of the proposed Fox Subdivision. The property is legally described as being a 3.32 acre tract of land out of the north 10.0 acres of Lot 7, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of South Jackson Road. **SUB#190515**

2. Spoor Engineering Consultants, Inc., representing William Schnakenburg, Member of East Nolana Partners, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Veterans Centre Subdivision. The property is legally described as being a 2.95 acre tract of land out of a 4.80 acre tract of land out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of East Nolana Loop. **SUB#200927**

**REGULAR AGENDA - OPEN SESSION:**

**6. ORDINANCES AND RESOLUTIONS:**

A) Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2020 ending September 30, 2021 ***(Adoption on 1st Reading)***. (FINANCE)

B) Consideration and action, if any, on Ordinance to amend the fire and police civil service classification and strength of force ordinance (O-2020-20) to create two budgeted positions at the rank of "Deputy Chief" in the police department and one (1) new entry level firefighter position in the Fire Department. ***(Adoption on 1st Reading)*** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance regulating electioneering in city owned or city controlled property. ***(2nd Reading)*** (ADMINISTRATION)

D) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission. (HR)

E) Consideration and action, if any, on Resolution requesting authorization from the Texas Department of Transportation to close US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road on Wednesday, November 11, 2020 for the Veteran's Day Firework Display. (PUBLIC WORKS)

F) 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)

G) Consideration and action, if any, on Resolution ratifying authorization to donate computer equipment at the First Responders Event. (IT)

H) Consideration and action, if any, adopting Resolution to accept petitions for voluntary annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for approximately 53 acres of land, more or less, located in the City of Pharr's ETJ, Hidalgo County, Texas. (DEVELOPMENT SERVICES)

I) Consideration and action, if any, on Resolution establishing Code of Ethics for Boards and Commissions. (ADMINISTRATION)

**7. ADMINISTRATIVE:**

A) Consideration and action, if any, on acceptance of offer or counter offer for the property legally described as being a 15.11 acre tract of land, more or less, out of Lot 339 and a 6.1 acre tract of land, more or less, out of Lot 338, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. (DEVELOPMENT SERVICES)

B) Consideration and action, if any, authorizing CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase III) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico. (BRIDGE)

C) Consideration and action, if any, on selecting various Electrical Firms to be part of a rotation list to provide City Wide Electrical On-Call and Maintenance Service. (PURCHASING)

D) Consideration and action, if any, on selecting various HVAC Firms to be part of a rotation list to provide City Wide HVAC On-Call and Maintenance Service. (PURCHASING)

E) Consideration and action, if any, to amend the Professional Services Rotation Lists for Water and Sewer projects. (ADMINISTRATION)

F) Consideration and action, if any, to approve a Memorandum of Understanding between the City of Pharr and the duly recognized majority bargaining agent for the City of Pharr law enforcement officers to set the minimum qualifications, base pay, and other conditions pertaining to the newly created rank of "Deputy Chief" by separate ordinance. (ADMINISTRATION)

G) Consideration and action, if any, approving budget for Pharr Economic Development Corporation II for FY 2020-2021. (FINANCE)

H) Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 1 for FY 2020-2021. (FINANCE)

I) Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 2 for FY 2020-2021. (FINANCE)

J) Consideration and action, if any, approving budget for Pharr Housing Finance Corporation for FY 2020-2021. (FINANCE)

K) Consideration and action, if any, approving budget for Pharr Housing Finance Corporation Jackson Place Apartments for FY 2020-2021. (FINANCE)

L) Consideration and action, if any, approving budget for Pharr Greater Chamber of Commerce for FY 2020-2021. (FINANCE)

**8. CONTRACTS/AGREEMENTS:**

A) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Rio Valley Pipe, LLC dba CAPA for the Purchase and Delivery of RCP, Manholes, and Inlets. (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Chemtrade Chemicals, US, LLC for the Purchase and Delivery of Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate. (PURCHASING)

C) Consideration and action, if any, on agreement between City of Pharr and the Pharr Community Theatre FY2020-2021. (ADMINISTRATION)

D) Consideration and action, if any, authorizing the City Manager to enter into a Project Utility Adjustment Agreement (PUAA) with the Design-Build Contractor Dragados-Pulice Joint Venture for the I2/I69 Interchange Project. (ENGINEERING)

E) Consideration and action, if any, on first amendment to Interlocal agreement with Hidalgo County in relation to CARES Act Funds. (ADMINISTRATION)

F) Consideration and action, if any, authorizing City of Pharr Police Department to provide traffic control for the I2-I69C Interchange Project involving Dragados USA, Inc. and Pulice Construction, Inc. (POLICE)

G) Consideration and action, if any, authorizing City Manager to submit application for presidential permit for the Pharr International Bridge Expansion Project. (BRIDGE)

H) Consideration and action, if any, on authorizing City Manager to negotiate and enter into a contract for Project Management Services for Texas Water Development Board funded project. (ADMINISTRATION)

**9. LEGAL:**

A) Consultation with City Attorney regarding *Jose Luengo v. City of Pharr*, C-2983-20-E, in the 275th District Court Hidalgo County, Texas. (LEGAL)

B) Consultation and action, if any, regarding potential litigation involving Sugar Rd. and Egly Rd. improvement project. (LEGAL)

**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 18th day of September 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).

CITY OF PHARR PHARR, TEXAS

**WITNESS MY HAND AND SEAL, this 18th day of September 2020.**

IMELDA BARRERA, TRMC
ASSISTANT 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:** September 15, 2020
**MEETING DATE:** September 21, 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:**

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## ROUTING:

Hilda Pedraza Created/Initiated - 9/15/2020

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 4.A.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Submission of 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:** Current Collections

Current Tax Collections as of August 2020 are **$21,400,281 or 95.67%** collected out of this Year's Levy . This is 0.08% decrease compared to last year .

Delinquent Tax

Delinquent Tax Collections as of August 2020 are **$560,117 which is 22.82% collected** out of previous year's tax rolls. This is a decrease of -1.35% compared to last year.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Karla Saavedra
City Management Office

Created/Initiated - 9/15/2020
Final Approval - 9/17/2020

PREPARED BY: Blanca Guerra

# PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
## CITY OF PHARR TAXES COLLECTED FOR:
## AUGUST 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 | 21,400,281.31 | - | (125,384.74) | 967,842.63 | 95.67% | 95.75% |
| 2018 & PRIOR YRS | 2,556,147.78 | 560,117.55 | (67,633.68) | (34,486.17) | 1,893,910.38 | 22.82% | 24.17% |
| ROLLBACK | 96,895.20 | 164,965.42 | - | 74,974.76 | 6,904.54 | 95.98% | 36.99% |
| TOTALS | 25,146,551.66 | 22,125,364.28 | (67,633.68) | (84,896.15) | 2,868,657.55 | | |

COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2020

| | CITY OF PHARR | MONTHLY MODIFICATIONS | |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | 101,921.60 | | CURRENT |
| CURRENT YEAR-P&I | 17,790.21 | | |
| PRIOR YEARS-BASE TAX | 39,621.08 | | PRIOR |
| PRIOR YEARS-P&I | 26,424.62 | | |
| ROLLBACK | - | | ROLLBACK |
| ROLLBACK P&I | - | | |
| ATTORNEY FEES | 25,626.32 | | PURGED |
| TOTAL COLLECTIONS | 211,383.83 | - | |
| LESS TRANSFERRED | 133,086.11 | | |
| LESS IN TRANSIT | 72,492.96 | | |
| LESS DUE TO HCAD COMM. FEE | 16.76 | | |
| LESS DUE TO CO TREASURER | 5,788.00 | | |
| BALANCE | - | | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2020 IS CORRECT.

Pablo "Paul" Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

HIDALGO COUNTY ASSESSOR & COLLECTOR OF TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF SEPTEMBER 2020 A.D.

Melinda Mendoza

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS

MELINDA MENDOZA
Notary Public
STATE OF TEXAS
Notary ID# 1022596-3
My Comm. Exp. 08-22-2022

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

| AD VALOREM - CITY OF PHARR | 2019-2020 | 2018-2019 | DIFFERENCE |
|---|---|---|---|
| **2019 CURRENT** | | | |
| 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 | 101,921.60 | 72,675.36 | 29,246.24 |
| **CURRENT COLLECTIONS TO DATE** | 21,400,281.31 | 18,323,335.88 | 3,076,945.43 |
| OUTSTANDING TO DATE | 967,842.63 | 812,309.52 | 155,533.11 |
| PERCENT COLLECTED/ORIGINAL | 95.14% | 95.05% | 0.09% |
| PERCENT COLLECTED/MODIFIED | 95.67% | 95.75% | -0.08% |
| **TOTAL COLLECTIONS FISCAL YEAR** | **21,400,281.31** | **18,323,335.88** | |
| **DELINQUENT** | | | |
| 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 | 39,621.08 | 43,425.25 | (3,804.17) |
| **DELINQUENT COLLECTIONS TO DATE** | 560,117.55 | 593,667.38 | (33,549.83) |
| OUTSTANDING TO DATE | 1,893,910.38 | 1,862,760.32 | 31,150.06 |
| PERCENT COLLECTED/ORIGINAL | 21.91% | 23.43% | -1.52% |
| PERCENT COLLECTED/MODIFIED | 22.82% | 24.17% | -1.35% |
| **TOTAL COLLECTIONS FISCAL YEAR** | **560,117.55** | **593,667.38** | |
| **ROLLBACK** | | | |
| 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 AUGUST 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 RBFEES | TOTAL | TRANSF. | DIFF. | DATE OF TRANSF. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | - | | - | |
| 3-Aug | 4,949.75 | 668.50 | | | 1,134.91 | 510.31 | | | 828.39 | | 8,091.86 | | 8,091.86 | |
| 4-Aug | 2,338.54 | 400.17 | | | 394.83 | 149.61 | | | 463.97 | | 3,747.12 | | 3,747.12 | |
| 5-Aug | 3,174.97 | 373.20 | | | 1,343.24 | 399.60 | | | 484.04 | | 5,775.05 | | 5,775.05 | |
| 6-Aug | 4,344.73 | 716.82 | | | (193.20) | (116.76) | | | 693.76 | | 5,445.35 | | 5,445.35 | |
| 7-Aug | 1,629.62 | 272.73 | | | 503.92 | 247.11 | | | 350.14 | | 3,003.52 | 20,274.90 | (17,271.38) | 13-Aug |
| 10-Aug | 3,815.29 | 629.57 | | | 367.75 | 228.49 | | | 640.83 | | 5,681.93 | 5,681.93 | (0.00) | 14-Aug |
| 11-Aug | 1,677.27 | 275.24 | | | 767.65 | 292.82 | | | 411.71 | | 3,424.69 | 3,424.69 | - | 17-Aug |
| 12-Aug | 3,452.35 | 549.29 | | | 9,074.86 | 3,939.22 | | | 2,406.78 | | 19,422.50 | 19,422.50 | - | 18-Aug |
| 13-Aug | 2,269.59 | 409.84 | | | 706.85 | 350.51 | | | 507.92 | | 4,244.71 | 4,244.71 | - | 19-Aug |
| 14-Aug | 9,825.94 | 1,848.87 | | | 2,291.44 | 535.83 | | | 1,797.58 | | 16,299.66 | 16,299.66 | 0.00 | 20-Aug |
| 17-Aug | 3,262.59 | 589.90 | | | 2,401.04 | 908.33 | | | 1,009.58 | | 8,171.44 | 8,171.44 | 0.00 | 21-Aug |
| 18-Aug | 10,047.83 | 1,909.69 | | | 1,571.26 | 668.18 | | | 2,129.33 | | 16,326.29 | 16,326.29 | - | 24-Aug |
| 19-Aug | 4,316.64 | 744.78 | | | 615.23 | 134.27 | | | 737.14 | | 6,548.06 | 6,548.06 | - | 25-Aug |
| 20-Aug | 6,853.57 | 1,182.55 | | | 506.32 | 216.64 | | | 1,198.65 | | 9,957.73 | 9,957.73 | - | 26-Aug |
| 21-Aug | 4,689.49 | 856.23 | | | 85.23 | 33.11 | | | 809.86 | | 6,473.92 | 6,473.92 | (0.00) | 27-Aug |
| 24-Aug | 2,826.23 | 534.49 | | | 1,814.71 | 960.93 | | | 908.93 | | 7,045.29 | 7,045.29 | 0.00 | 28-Aug |
| 25-Aug | 921.33 | 157.79 | | | 3,858.71 | 3,092.06 | | | 1,185.10 | | 9,214.99 | 9,214.99 | - | 31-Aug |
| 26-Aug | 3,894.64 | 569.01 | | | 930.45 | 305.76 | | | 644.08 | | 6,343.94 | 6,343.94 | - | 1-Sep |
| 27-Aug | 4,765.72 | 905.53 | | | 1,446.09 | 451.68 | | | 1,119.96 | | 8,688.98 | 8,688.98 | - | 2-Sep |
| 28-Aug | 3,159.46 | 585.10 | | | 824.90 | 332.54 | | | 721.14 | | 5,623.14 | 5,623.14 | - | 3-Sep |
| 31-Aug | 19,706.05 | 3,610.91 | | | 9,174.89 | 12,784.38 | | | 6,577.43 | | 51,853.66 | 51,836.90 | 16.76 | 4-Sep |
| | | | | | | | | | | | - | | - | |
| | | | | | | | | | | | - | | - | |
| | | | | | | | | | | | - | | - | |
| **TTL** | **101,921.60** | **17,790.21** | **0.00** | **0.00** | **39,621.08** | **26,424.62** | **0.00** | **0.00** | **25,626.32** | **0.00** | **211,383.83** | **205,579.07** | **5,804.76** | |

| | |
|---|---|
| OVERALL TOTAL | 211,383.83 |
| LESS REFUNDS | 0.00 |
| LESS HCAD COMM FEES | 16.76 |
| LESS COMM/COST | 5,788.00 |
| BALANCE | 205,579.07 |
| LESS TRANSFERRED | 133,086.11 |
| LESS TRANSF IN TRANSIT | 72,492.96 |
| BALANCE PENDING | 0.00 |

| 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 | 80,545.94 | .00 | 14,059.12 | 3,473.27- | 91,131.79 | 16,468.90 | .00 | .00 | 111,073.96 |
| | I & S | .150500 | 21,375.66 | .00 | 3,731.09 | 921.75- | 24,185.00 | .00 | .00 | .00 | 25,106.75 |
| | TOTAL | .717600 | 101,921.60 | .00 | 17,790.21 | 4,395.02- | 115,316.79 | 16,468.90 | .00 | .00 | 136,180.71 |
| 2018 | M & O | .567100 | 14,503.59 | .00 | 4,217.93 | .00 | 18,721.52 | 2,976.74 | .00 | .00 | 21,698.26 |
| | I & S | .081900 | 2,094.66 | .00 | 609.17 | .00 | 2,703.83 | .00 | .00 | .00 | 2,703.83 |
| | TOTAL | .649000 | 16,598.25 | .00 | 4,827.10 | .00 | 21,425.35 | 2,976.74 | .00 | .00 | 24,402.09 |
| 2017 | M & O | .567100 | 8,190.13 | .00 | 3,271.10 | .00 | 11,461.23 | 1,838.04 | .00 | .00 | 13,299.27 |
| | I & S | .081900 | 1,182.79 | .00 | 472.38 | .00 | 1,655.17 | .00 | .00 | .00 | 1,655.17 |
| | TOTAL | .649000 | 9,372.92 | .00 | 3,743.48 | .00 | 13,116.40 | 1,838.04 | .00 | .00 | 14,954.44 |
| 2016 | M & O | .582100 | 4,043.67 | .00 | 2,026.01 | .00 | 6,069.68 | 941.63 | .00 | .00 | 7,011.31 |
| | I & S | .071900 | 499.48 | .00 | 250.28 | .00 | 749.76 | .00 | .00 | .00 | 749.76 |
| | TOTAL | .654000 | 4,543.15 | .00 | 2,276.29 | .00 | 6,819.44 | 941.63 | .00 | .00 | 7,761.07 |
| 2015 | M & O | .582100 | 2,170.84 | .00 | 1,358.69 | .00 | 3,529.53 | 522.57 | .00 | .00 | 4,052.10 |
| | I & S | .071900 | 268.15 | .00 | 167.84 | .00 | 435.99 | .00 | .00 | .00 | 435.99 |
| | TOTAL | .654000 | 2,438.99 | .00 | 1,526.53 | .00 | 3,965.52 | 522.57 | .00 | .00 | 4,488.09 |
| 2014 | M & O | .608100 | 591.98 | .00 | 376.25 | .00 | 968.23 | 95.04 | .00 | .00 | 1,063.27 |
| | I & S | .071900 | 70.00 | .00 | 44.48 | .00 | 114.48 | .00 | .00 | .00 | 114.48 |
| | TOTAL | .680000 | 661.98 | .00 | 420.73 | .00 | 1,082.71 | 95.04 | .00 | .00 | 1,177.75 |
| 2013 | M & O | .605000 | 723.76 | .00 | 544.19 | .00 | 1,267.95 | 183.12 | .00 | .00 | 1,451.07 |
| | I & S | .075000 | 89.72 | .00 | 67.45 | .00 | 157.17 | .00 | .00 | .00 | 157.17 |
| | TOTAL | .680000 | 813.48 | .00 | 611.64 | .00 | 1,425.12 | 183.12 | .00 | .00 | 1,608.24 |
| 2012 | M & O | .602600 | 284.37 | .00 | 292.80 | .00 | 577.17 | 97.70 | .00 | .00 | 674.87 |
| | I & S | .077400 | 36.52 | .00 | 37.62 | .00 | 74.14 | .00 | .00 | .00 | 74.14 |
| | TOTAL | .680000 | 320.89 | .00 | 330.42 | .00 | 651.31 | 97.70 | .00 | .00 | 749.01 |
| 2011 | M & O | .602100 | 387.82 | .00 | 397.31 | .00 | 785.13 | 108.61 | .00 | .00 | 893.74 |
| | I & S | .077900 | 50.18 | .00 | 51.40 | .00 | 101.58 | .00 | .00 | .00 | 101.58 |
| | TOTAL | .680000 | 438.00 | .00 | 448.71 | .00 | 886.71 | 108.61 | .00 | .00 | 995.32 |
| 2010 | M & O | .601800 | 213.90 | .00 | 166.20 | .00 | 380.10 | 8.49 | .00 | .00 | 388.59 |
| | I & S | .078200 | 27.80 | .00 | 21.61 | .00 | 49.41 | .00 | .00 | .00 | 49.41 |
| | TOTAL | .680000 | 241.70 | .00 | 187.81 | .00 | 429.51 | 8.49 | .00 | .00 | 438.00 |
| 2009 | M & O | .601800 | 43.94 | .00 | 42.49 | .00 | 86.43 | 10.00 | .00 | .00 | 96.43 |
| | I & S | .078200 | 5.72 | .00 | 5.52 | .00 | 11.24 | .00 | .00 | .00 | 11.24 |
| | TOTAL | .680000 | 49.66 | .00 | 48.01 | .00 | 97.67 | 10.00 | .00 | .00 | 107.67 |
| 2008 | M & O | .602940 | 151.33 | .00 | 162.03 | .00 | 313.36 | 31.34 | .00 | .00 | 344.70 |
| | I & S | .078910 | 19.81 | .00 | 21.20 | .00 | 41.01 | .00 | .00 | .00 | 41.01 |
| | TOTAL | .681850 | 171.14 | .00 | 183.23 | .00 | 354.37 | 31.34 | .00 | .00 | 385.71 |

| 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 | 98.23 | .00 | 160.13 | .00 | 258.36 | 44.41 | .00 | .00 | 302.77 |
| | I & S | .086990 | 14.34 | .00 | 23.37 | .00 | 37.71 | .00 | .00 | .00 | 37.71 |
| | TOTAL | .683120 | 112.57 | .00 | 183.50 | .00 | 296.07 | 44.41 | .00 | .00 | 340.48 |
| 2006 | M & O | .593130 | 162.29 | .00 | 284.01 | .00 | 446.30 | 77.10 | .00 | .00 | 523.40 |
| | I & S | .089990 | 24.63 | .00 | 43.08 | .00 | 67.71 | .00 | .00 | .00 | 67.71 |
| | TOTAL | .683120 | 186.92 | .00 | 327.09 | .00 | 514.01 | 77.10 | .00 | .00 | 591.11 |
| 2005 | M & O | .593130 | 176.27 | .00 | 329.63 | .00 | 505.90 | 87.40 | .00 | .00 | 593.30 |
| | I & S | .089990 | 26.75 | .00 | 50.01 | .00 | 76.76 | .00 | .00 | .00 | 76.76 |
| | TOTAL | .683120 | 203.02 | .00 | 379.64 | .00 | 582.66 | 87.40 | .00 | .00 | 670.06 |
| 2004 | M & O | .601650 | 214.31 | .00 | 402.80 | .00 | 617.11 | 91.06 | .00 | .00 | 708.17 |
| | I & S | .081470 | 29.02 | .00 | 54.55 | .00 | 83.57 | .00 | .00 | .00 | 83.57 |
| | TOTAL | .683120 | 243.33 | .00 | 457.35 | .00 | 700.68 | 91.06 | .00 | .00 | 791.74 |
| 2003 | M & O | .596220 | 40.57 | .00 | 84.04 | .00 | 124.61 | 21.22 | .00 | .00 | 145.83 |
| | I & S | .086900 | 5.91 | .00 | 12.25 | .00 | 18.16 | .00 | .00 | .00 | 18.16 |
| | TOTAL | .683120 | 46.48 | .00 | 96.29 | .00 | 142.77 | 21.22 | .00 | .00 | 163.99 |
| 2002 | M & O | .590210 | 28.92 | .00 | 64.50 | .00 | 93.42 | 16.38 | .00 | .00 | 109.80 |
| | I & S | .099790 | 4.89 | .00 | 10.90 | .00 | 15.79 | .00 | .00 | .00 | 15.79 |
| | TOTAL | .690000 | 33.81 | .00 | 75.40 | .00 | 109.21 | 16.38 | .00 | .00 | 125.59 |
| 2001 | M & O | .564720 | 37.02 | .00 | 86.98 | .00 | 124.00 | 21.82 | .00 | .00 | 145.82 |
| | I & S | .097590 | 6.39 | .00 | 15.03 | .00 | 21.42 | .00 | .00 | .00 | 21.42 |
| | TOTAL | .662310 | 43.41 | .00 | 102.01 | .00 | 145.42 | 21.82 | .00 | .00 | 167.24 |
| 2000 | M & O | .533960 | 203.27 | .00 | 502.08 | .00 | 705.35 | 127.27 | .00 | .00 | 832.62 |
| | I & S | .108350 | 41.25 | .00 | 101.88 | .00 | 143.13 | .00 | .00 | .00 | 143.13 |
| | TOTAL | .642310 | 244.52 | .00 | 603.96 | .00 | 848.48 | 127.27 | .00 | .00 | 975.75 |
| 1999 | M & O | .529360 | 229.91 | .00 | 580.55 | .00 | 810.46 | 143.31 | .00 | .00 | 953.77 |
| | I & S | .112950 | 49.05 | .00 | 123.87 | .00 | 172.92 | .00 | .00 | .00 | 172.92 |
| | TOTAL | .642310 | 278.96 | .00 | 704.42 | .00 | 983.38 | 143.31 | .00 | .00 | 1,126.69 |
| 1998 | M & O | .505610 | 192.48 | .00 | 521.64 | .00 | 714.12 | 133.47 | .00 | .00 | 847.59 |
| | I & S | .124390 | 47.36 | .00 | 128.33 | .00 | 175.69 | .00 | .00 | .00 | 175.69 |
| | TOTAL | .630000 | 239.84 | .00 | 649.97 | .00 | 889.81 | 133.47 | .00 | .00 | 1,023.28 |
| 1997 | M & O | .524810 | 191.59 | .00 | 542.17 | .00 | 733.76 | 125.83 | .00 | .00 | 859.59 |
| | I & S | .075190 | 27.44 | .00 | 77.68 | .00 | 105.12 | .00 | .00 | .00 | 105.12 |
| | TOTAL | .600000 | 219.03 | .00 | 619.85 | .00 | 838.88 | 125.83 | .00 | .00 | 964.71 |
| 1996 | M & O | .516090 | 181.68 | .00 | 535.96 | .00 | 717.64 | 125.15 | .00 | .00 | 842.79 |
| | I & S | .083910 | 29.54 | .00 | 87.14 | .00 | 116.68 | .00 | .00 | .00 | 116.68 |
| | TOTAL | .600000 | 211.22 | .00 | 623.10 | .00 | 834.32 | 125.15 | .00 | .00 | 959.47 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1995 | M & O | .510030 | 179.55 | .00 | 551.22 | .00 | 730.77 | 128.95 | .00 | .00 | 859.72 |
| | I & S | .089970 | 31.67 | .00 | 97.23 | .00 | 128.90 | .00 | .00 | .00 | 128.90 |
| | TOTAL | .600000 | 211.22 | .00 | 648.45 | .00 | 859.67 | 128.95 | .00 | .00 | 988.62 |
| 1994 | M & O | .471740 | 166.07 | .00 | 529.76 | .00 | 695.83 | 126.11 | .00 | .00 | 821.94 |
| | I & S | .098260 | 34.59 | .00 | 110.35 | .00 | 144.94 | .00 | .00 | .00 | 144.94 |
| | TOTAL | .570000 | 200.66 | .00 | 640.11 | .00 | 840.77 | 126.11 | .00 | .00 | 966.88 |
| 1993 | M & O | .465440 | 168.35 | .00 | 557.21 | .00 | 725.56 | 133.29 | .00 | .00 | 858.85 |
| | I & S | .104560 | 37.81 | .00 | 125.18 | .00 | 162.99 | .00 | .00 | .00 | 162.99 |
| | TOTAL | .570000 | 206.16 | .00 | 682.39 | .00 | 888.55 | 133.29 | .00 | .00 | 1,021.84 |
| 1992 | M & O | .447640 | 108.22 | .00 | 368.69 | .00 | 476.91 | 87.66 | .00 | .00 | 564.57 |
| | I & S | .112360 | 27.16 | .00 | 92.54 | .00 | 119.70 | .00 | .00 | .00 | 119.70 |
| | TOTAL | .560000 | 135.38 | .00 | 461.23 | .00 | 596.61 | 87.66 | .00 | .00 | 684.27 |
| 1991 | M & O | .464340 | 109.39 | .00 | 388.32 | .00 | 497.71 | 90.04 | .00 | .00 | 587.75 |
| | I & S | .095660 | 22.53 | .00 | 80.00 | .00 | 102.53 | .00 | .00 | .00 | 102.53 |
| | TOTAL | .560000 | 131.92 | .00 | 468.32 | .00 | 600.24 | 90.04 | .00 | .00 | 690.28 |
| 1990 | M & O | .473940 | 117.79 | .00 | 427.80 | .00 | 545.59 | 94.09 | .00 | .00 | 639.68 |
| | I & S | .096060 | 23.88 | .00 | 86.71 | .00 | 110.59 | .00 | .00 | .00 | 110.59 |
| | TOTAL | .570000 | 141.67 | .00 | 514.51 | .00 | 656.18 | 94.09 | .00 | .00 | 750.27 |
| 1989 | M & O | .556640 | 131.18 | .00 | 497.15 | .00 | 628.33 | 113.44 | .00 | .00 | 741.77 |
| | I & S | .113360 | 26.71 | .00 | 101.25 | .00 | 127.96 | .00 | .00 | .00 | 127.96 |
| | TOTAL | .670000 | 157.89 | .00 | 598.40 | .00 | 756.29 | 113.44 | .00 | .00 | 869.73 |
| 1988 | M & O | .575520 | 135.63 | .00 | 530.29 | .00 | 665.92 | 116.29 | .00 | .00 | 782.21 |
| | I & S | .094480 | 22.26 | .00 | 87.06 | .00 | 109.32 | .00 | .00 | .00 | 109.32 |
| | TOTAL | .670000 | 157.89 | .00 | 617.35 | .00 | 775.24 | 116.29 | .00 | .00 | 891.53 |
| 1987 | M & O | .558280 | 131.56 | .00 | 530.20 | .00 | 661.76 | 119.13 | .00 | .00 | 780.89 |
| | I & S | .111720 | 26.33 | .00 | 106.10 | .00 | 132.43 | .00 | .00 | .00 | 132.43 |
| | TOTAL | .670000 | 157.89 | .00 | 636.30 | .00 | 794.19 | 119.13 | .00 | .00 | 913.32 |
| 1986 | M & O | .540080 | 127.27 | .00 | 528.18 | .00 | 655.45 | 121.97 | .00 | .00 | 777.42 |
| | I & S | .129920 | 30.62 | .00 | 127.06 | .00 | 157.68 | .00 | .00 | .00 | 157.68 |
| | TOTAL | .670000 | 157.89 | .00 | 655.24 | .00 | 813.13 | 121.97 | .00 | .00 | 935.10 |
| 1985 | M & O | .519090 | 122.32 | .00 | 522.32 | .00 | 644.64 | 121.08 | .00 | .00 | 765.72 |
| | I & S | .130910 | 30.85 | .00 | 131.72 | .00 | 162.57 | .00 | .00 | .00 | 162.57 |
| | TOTAL | .650000 | 153.17 | .00 | 654.04 | .00 | 807.21 | 121.08 | .00 | .00 | 928.29 |
| 1984 | M & O | .510400 | 67.17 | .00 | 294.88 | .00 | 362.05 | 77.67 | .00 | .00 | 439.72 |
| | I & S | .219600 | 28.90 | .00 | 126.87 | .00 | 155.77 | .00 | .00 | .00 | 155.77 |
| | TOTAL | .730000 | 96.07 | .00 | 421.75 | .00 | 517.82 | 77.67 | .00 | .00 | 595.49 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ALL | M & O | | 115,172.31 | .00 | 36,734.63 | 3,473.27- | 148,433.67 | 25,626.32 | .00 | .00 | 177,533.26 |
| ALL | I & S | | 26,370.37 | .00 | 7,480.20 | 921.75- | 32,928.82 | .00 | .00 | .00 | 33,850.57 |
| ALL | TOTAL | | 141,542.68 | .00 | 44,214.83 | 4,395.02- | 181,362.49 | 25,626.32 | .00 | .00 | 211,383.83 |
| DLQ | M & O | | 34,626.37 | .00 | 22,675.51 | .00 | 57,301.88 | 9,157.42 | .00 | .00 | 66,459.30 |
| DLQ | I & S | | 4,994.71 | .00 | 3,749.11 | .00 | 8,743.82 | .00 | .00 | .00 | 8,743.82 |
| DLQ | TOTAL | | 39,621.08 | .00 | 26,424.62 | .00 | 66,045.70 | 9,157.42 | .00 | .00 | 75,203.12 |
| CURR | M & O | | 80,545.94 | .00 | 14,059.12 | 3,473.27- | 91,131.79 | 16,468.90 | .00 | .00 | 111,073.96 |
| CURR | I & S | | 21,375.66 | .00 | 3,731.09 | 921.75- | 24,185.00 | .00 | .00 | .00 | 25,106.75 |
| CURR | TOTAL | | 101,921.60 | .00 | 17,790.21 | 4,395.02- | 115,316.79 | 16,468.90 | .00 | .00 | 136,180.71 |

| 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 | 80,545.94 | .00 | 14,059.12 | 3,473.27- | 91,131.79 | 16,468.90 | .00 | .00 | 111,073.96 |
| | I & S | .150500 | 21,375.66 | .00 | 3,731.09 | 921.75- | 24,185.00 | .00 | .00 | .00 | 25,106.75 |
| | TOTAL | .717600 | 101,921.60 | .00 | 17,790.21 | 4,395.02- | 115,316.79 | 16,468.90 | .00 | .00 | 136,180.71 |
| 2018 | M & O | .567100 | 14,503.59 | .00 | 4,217.93 | .00 | 18,721.52 | 2,976.74 | .00 | .00 | 21,698.26 |
| | I & S | .081900 | 2,094.66 | .00 | 609.17 | .00 | 2,703.83 | .00 | .00 | .00 | 2,703.83 |
| | TOTAL | .649000 | 16,598.25 | .00 | 4,827.10 | .00 | 21,425.35 | 2,976.74 | .00 | .00 | 24,402.09 |
| 2017 | M & O | .567100 | 8,190.13 | .00 | 3,271.10 | .00 | 11,461.23 | 1,838.04 | .00 | .00 | 13,299.27 |
| | I & S | .081900 | 1,182.79 | .00 | 472.38 | .00 | 1,655.17 | .00 | .00 | .00 | 1,655.17 |
| | TOTAL | .649000 | 9,372.92 | .00 | 3,743.48 | .00 | 13,116.40 | 1,838.04 | .00 | .00 | 14,954.44 |
| 2016 | M & O | .582100 | 4,043.67 | .00 | 2,026.01 | .00 | 6,069.68 | 941.63 | .00 | .00 | 7,011.31 |
| | I & S | .071900 | 499.48 | .00 | 250.28 | .00 | 749.76 | .00 | .00 | .00 | 749.76 |
| | TOTAL | .654000 | 4,543.15 | .00 | 2,276.29 | .00 | 6,819.44 | 941.63 | .00 | .00 | 7,761.07 |
| 2015 | M & O | .582100 | 2,170.84 | .00 | 1,358.69 | .00 | 3,529.53 | 522.57 | .00 | .00 | 4,052.10 |
| | I & S | .071900 | 268.15 | .00 | 167.84 | .00 | 435.99 | .00 | .00 | .00 | 435.99 |
| | TOTAL | .654000 | 2,438.99 | .00 | 1,526.53 | .00 | 3,965.52 | 522.57 | .00 | .00 | 4,488.09 |
| 2014 | M & O | .608100 | 591.98 | .00 | 376.25 | .00 | 968.23 | 95.04 | .00 | .00 | 1,063.27 |
| | I & S | .071900 | 70.00 | .00 | 44.48 | .00 | 114.48 | .00 | .00 | .00 | 114.48 |
| | TOTAL | .680000 | 661.98 | .00 | 420.73 | .00 | 1,082.71 | 95.04 | .00 | .00 | 1,177.75 |
| 2013 | M & O | .605000 | 723.76 | .00 | 544.19 | .00 | 1,267.95 | 183.12 | .00 | .00 | 1,451.07 |
| | I & S | .075000 | 89.72 | .00 | 67.45 | .00 | 157.17 | .00 | .00 | .00 | 157.17 |
| | TOTAL | .680000 | 813.48 | .00 | 611.64 | .00 | 1,425.12 | 183.12 | .00 | .00 | 1,608.24 |
| 2012 | M & O | .602600 | 284.37 | .00 | 292.80 | .00 | 577.17 | 97.70 | .00 | .00 | 674.87 |
| | I & S | .077400 | 36.52 | .00 | 37.62 | .00 | 74.14 | .00 | .00 | .00 | 74.14 |
| | TOTAL | .680000 | 320.89 | .00 | 330.42 | .00 | 651.31 | 97.70 | .00 | .00 | 749.01 |
| 2011 | M & O | .602100 | 387.82 | .00 | 397.31 | .00 | 785.13 | 108.61 | .00 | .00 | 893.74 |
| | I & S | .077900 | 50.18 | .00 | 51.40 | .00 | 101.58 | .00 | .00 | .00 | 101.58 |
| | TOTAL | .680000 | 438.00 | .00 | 448.71 | .00 | 886.71 | 108.61 | .00 | .00 | 995.32 |
| 2010 | M & O | .601800 | 213.90 | .00 | 166.20 | .00 | 380.10 | 8.49 | .00 | .00 | 388.59 |
| | I & S | .078200 | 27.80 | .00 | 21.61 | .00 | 49.41 | .00 | .00 | .00 | 49.41 |
| | TOTAL | .680000 | 241.70 | .00 | 187.81 | .00 | 429.51 | 8.49 | .00 | .00 | 438.00 |
| 2009 | M & O | .601800 | 43.94 | .00 | 42.49 | .00 | 86.43 | 10.00 | .00 | .00 | 96.43 |
| | I & S | .078200 | 5.72 | .00 | 5.52 | .00 | 11.24 | .00 | .00 | .00 | 11.24 |
| | TOTAL | .680000 | 49.66 | .00 | 48.01 | .00 | 97.67 | 10.00 | .00 | .00 | 107.67 |
| 2008 | M & O | .602940 | 151.33 | .00 | 162.03 | .00 | 313.36 | 31.34 | .00 | .00 | 344.70 |
| | I & S | .078910 | 19.81 | .00 | 21.20 | .00 | 41.01 | .00 | .00 | .00 | 41.01 |
| | TOTAL | .681850 | 171.14 | .00 | 183.23 | .00 | 354.37 | 31.34 | .00 | .00 | 385.71 |

| 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 | 98.23 | .00 | 160.13 | .00 | 258.36 | 44.41 | .00 | .00 | 302.77 |
| | I & S | .086990 | 14.34 | .00 | 23.37 | .00 | 37.71 | .00 | .00 | .00 | 37.71 |
| | TOTAL | .683120 | 112.57 | .00 | 183.50 | .00 | 296.07 | 44.41 | .00 | .00 | 340.48 |
| 2006 | M & O | .593130 | 162.29 | .00 | 284.01 | .00 | 446.30 | 77.10 | .00 | .00 | 523.40 |
| | I & S | .089990 | 24.63 | .00 | 43.08 | .00 | 67.71 | .00 | .00 | .00 | 67.71 |
| | TOTAL | .683120 | 186.92 | .00 | 327.09 | .00 | 514.01 | 77.10 | .00 | .00 | 591.11 |
| 2005 | M & O | .593130 | 176.27 | .00 | 329.63 | .00 | 505.90 | 87.40 | .00 | .00 | 593.30 |
| | I & S | .089990 | 26.75 | .00 | 50.01 | .00 | 76.76 | .00 | .00 | .00 | 76.76 |
| | TOTAL | .683120 | 203.02 | .00 | 379.64 | .00 | 582.66 | 87.40 | .00 | .00 | 670.06 |
| 2004 | M & O | .601650 | 214.31 | .00 | 402.80 | .00 | 617.11 | 91.06 | .00 | .00 | 708.17 |
| | I & S | .081470 | 29.02 | .00 | 54.55 | .00 | 83.57 | .00 | .00 | .00 | 83.57 |
| | TOTAL | .683120 | 243.33 | .00 | 457.35 | .00 | 700.68 | 91.06 | .00 | .00 | 791.74 |
| 2003 | M & O | .596220 | 40.57 | .00 | 84.04 | .00 | 124.61 | 21.22 | .00 | .00 | 145.83 |
| | I & S | .086900 | 5.91 | .00 | 12.25 | .00 | 18.16 | .00 | .00 | .00 | 18.16 |
| | TOTAL | .683120 | 46.48 | .00 | 96.29 | .00 | 142.77 | 21.22 | .00 | .00 | 163.99 |
| 2002 | M & O | .590210 | 28.92 | .00 | 64.50 | .00 | 93.42 | 16.38 | .00 | .00 | 109.80 |
| | I & S | .099790 | 4.89 | .00 | 10.90 | .00 | 15.79 | .00 | .00 | .00 | 15.79 |
| | TOTAL | .690000 | 33.81 | .00 | 75.40 | .00 | 109.21 | 16.38 | .00 | .00 | 125.59 |
| 2001 | M & O | .564720 | 37.02 | .00 | 86.98 | .00 | 124.00 | 21.82 | .00 | .00 | 145.82 |
| | I & S | .097590 | 6.39 | .00 | 15.03 | .00 | 21.42 | .00 | .00 | .00 | 21.42 |
| | TOTAL | .662310 | 43.41 | .00 | 102.01 | .00 | 145.42 | 21.82 | .00 | .00 | 167.24 |
| 2000 | M & O | .533960 | 203.27 | .00 | 502.08 | .00 | 705.35 | 127.27 | .00 | .00 | 832.62 |
| | I & S | .108350 | 41.25 | .00 | 101.88 | .00 | 143.13 | .00 | .00 | .00 | 143.13 |
| | TOTAL | .642310 | 244.52 | .00 | 603.96 | .00 | 848.48 | 127.27 | .00 | .00 | 975.75 |
| 1999 | M & O | .529360 | 229.91 | .00 | 580.55 | .00 | 810.46 | 143.31 | .00 | .00 | 953.77 |
| | I & S | .112950 | 49.05 | .00 | 123.87 | .00 | 172.92 | .00 | .00 | .00 | 172.92 |
| | TOTAL | .642310 | 278.96 | .00 | 704.42 | .00 | 983.38 | 143.31 | .00 | .00 | 1,126.69 |
| 1998 | M & O | .505610 | 192.48 | .00 | 521.64 | .00 | 714.12 | 133.47 | .00 | .00 | 847.59 |
| | I & S | .124390 | 47.36 | .00 | 128.33 | .00 | 175.69 | .00 | .00 | .00 | 175.69 |
| | TOTAL | .630000 | 239.84 | .00 | 649.97 | .00 | 889.81 | 133.47 | .00 | .00 | 1,023.28 |
| 1997 | M & O | .524810 | 191.59 | .00 | 542.17 | .00 | 733.76 | 125.83 | .00 | .00 | 859.59 |
| | I & S | .075190 | 27.44 | .00 | 77.68 | .00 | 105.12 | .00 | .00 | .00 | 105.12 |
| | TOTAL | .600000 | 219.03 | .00 | 619.85 | .00 | 838.88 | 125.83 | .00 | .00 | 964.71 |
| 1996 | M & O | .516090 | 181.68 | .00 | 535.96 | .00 | 717.64 | 125.15 | .00 | .00 | 842.79 |
| | I & S | .083910 | 29.54 | .00 | 87.14 | .00 | 116.68 | .00 | .00 | .00 | 116.68 |
| | TOTAL | .600000 | 211.22 | .00 | 623.10 | .00 | 834.32 | 125.15 | .00 | .00 | 959.47 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1995 | M & O | .510030 | 179.55 | .00 | 551.22 | .00 | 730.77 | 128.95 | .00 | .00 | 859.72 |
| | I & S | .089970 | 31.67 | .00 | 97.23 | .00 | 128.90 | .00 | .00 | .00 | 128.90 |
| | TOTAL | .600000 | 211.22 | .00 | 648.45 | .00 | 859.67 | 128.95 | .00 | .00 | 988.62 |
| 1994 | M & O | .471740 | 166.07 | .00 | 529.76 | .00 | 695.83 | 126.11 | .00 | .00 | 821.94 |
| | I & S | .098260 | 34.59 | .00 | 110.35 | .00 | 144.94 | .00 | .00 | .00 | 144.94 |
| | TOTAL | .570000 | 200.66 | .00 | 640.11 | .00 | 840.77 | 126.11 | .00 | .00 | 966.88 |
| 1993 | M & O | .465440 | 168.35 | .00 | 557.21 | .00 | 725.56 | 133.29 | .00 | .00 | 858.85 |
| | I & S | .104560 | 37.81 | .00 | 125.18 | .00 | 162.99 | .00 | .00 | .00 | 162.99 |
| | TOTAL | .570000 | 206.16 | .00 | 682.39 | .00 | 888.55 | 133.29 | .00 | .00 | 1,021.84 |
| 1992 | M & O | .447640 | 108.22 | .00 | 368.69 | .00 | 476.91 | 87.66 | .00 | .00 | 564.57 |
| | I & S | .112360 | 27.16 | .00 | 92.54 | .00 | 119.70 | .00 | .00 | .00 | 119.70 |
| | TOTAL | .560000 | 135.38 | .00 | 461.23 | .00 | 596.61 | 87.66 | .00 | .00 | 684.27 |
| 1991 | M & O | .464340 | 109.39 | .00 | 388.32 | .00 | 497.71 | 90.04 | .00 | .00 | 587.75 |
| | I & S | .095660 | 22.53 | .00 | 80.00 | .00 | 102.53 | .00 | .00 | .00 | 102.53 |
| | TOTAL | .560000 | 131.92 | .00 | 468.32 | .00 | 600.24 | 90.04 | .00 | .00 | 690.28 |
| 1990 | M & O | .473940 | 117.79 | .00 | 427.80 | .00 | 545.59 | 94.09 | .00 | .00 | 639.68 |
| | I & S | .096060 | 23.88 | .00 | 86.71 | .00 | 110.59 | .00 | .00 | .00 | 110.59 |
| | TOTAL | .570000 | 141.67 | .00 | 514.51 | .00 | 656.18 | 94.09 | .00 | .00 | 750.27 |
| 1989 | M & O | .556640 | 131.18 | .00 | 497.15 | .00 | 628.33 | 113.44 | .00 | .00 | 741.77 |
| | I & S | .113360 | 26.71 | .00 | 101.25 | .00 | 127.96 | .00 | .00 | .00 | 127.96 |
| | TOTAL | .670000 | 157.89 | .00 | 598.40 | .00 | 756.29 | 113.44 | .00 | .00 | 869.73 |
| 1988 | M & O | .575520 | 135.63 | .00 | 530.29 | .00 | 665.92 | 116.29 | .00 | .00 | 782.21 |
| | I & S | .094480 | 22.26 | .00 | 87.06 | .00 | 109.32 | .00 | .00 | .00 | 109.32 |
| | TOTAL | .670000 | 157.89 | .00 | 617.35 | .00 | 775.24 | 116.29 | .00 | .00 | 891.53 |
| 1987 | M & O | .558280 | 131.56 | .00 | 530.20 | .00 | 661.76 | 119.13 | .00 | .00 | 780.89 |
| | I & S | .111720 | 26.33 | .00 | 106.10 | .00 | 132.43 | .00 | .00 | .00 | 132.43 |
| | TOTAL | .670000 | 157.89 | .00 | 636.30 | .00 | 794.19 | 119.13 | .00 | .00 | 913.32 |
| 1986 | M & O | .540080 | 127.27 | .00 | 528.18 | .00 | 655.45 | 121.97 | .00 | .00 | 777.42 |
| | I & S | .129920 | 30.62 | .00 | 127.06 | .00 | 157.68 | .00 | .00 | .00 | 157.68 |
| | TOTAL | .670000 | 157.89 | .00 | 655.24 | .00 | 813.13 | 121.97 | .00 | .00 | 935.10 |
| 1985 | M & O | .519090 | 122.32 | .00 | 522.32 | .00 | 644.64 | 121.08 | .00 | .00 | 765.72 |
| | I & S | .130910 | 30.85 | .00 | 131.72 | .00 | 162.57 | .00 | .00 | .00 | 162.57 |
| | TOTAL | .650000 | 153.17 | .00 | 654.04 | .00 | 807.21 | 121.08 | .00 | .00 | 928.29 |
| 1984 | M & O | .510400 | 67.17 | .00 | 294.88 | .00 | 362.05 | 77.67 | .00 | .00 | 439.72 |
| | I & S | .219600 | 28.90 | .00 | 126.87 | .00 | 155.77 | .00 | .00 | .00 | 155.77 |
| | TOTAL | .730000 | 96.07 | .00 | 421.75 | .00 | 517.82 | 77.67 | .00 | .00 | 595.49 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ALL | M & O | | 115,172.31 | .00 | 36,734.63 | 3,473.27- | 148,433.67 | 25,626.32 | .00 | .00 | 177,533.26 |
| ALL | I & S | | 26,370.37 | .00 | 7,480.20 | 921.75- | 32,928.82 | .00 | .00 | .00 | 33,850.57 |
| ALL | TOTAL | | 141,542.68 | .00 | 44,214.83 | 4,395.02- | 181,362.49 | 25,626.32 | .00 | .00 | 211,383.83 |
| DLQ | M & O | | 34,626.37 | .00 | 22,675.51 | .00 | 57,301.88 | 9,157.42 | .00 | .00 | 66,459.30 |
| DLQ | I & S | | 4,994.71 | .00 | 3,749.11 | .00 | 8,743.82 | .00 | .00 | .00 | 8,743.82 |
| DLQ | TOTAL | | 39,621.08 | .00 | 26,424.62 | .00 | 66,045.70 | 9,157.42 | .00 | .00 | 75,203.12 |
| CURR | M & O | | 80,545.94 | .00 | 14,059.12 | 3,473.27- | 91,131.79 | 16,468.90 | .00 | .00 | 111,073.96 |
| CURR | I & S | | 21,375.66 | .00 | 3,731.09 | 921.75- | 24,185.00 | .00 | .00 | .00 | 25,106.75 |
| CURR | TOTAL | | 101,921.60 | .00 | 17,790.21 | 4,395.02- | 115,316.79 | 16,468.90 | .00 | .00 | 136,180.71 |

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 | 26,253 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 2019 | 22,493,508.68 | .00 | 125,384.74- | 101,921.60 | 21,400,281.31 | 967,842.63 | 95.67 | 0.00 |
| 2018 | 727,431.42 | .00 | 18,199.80- | 16,598.25 | 346,899.63 | 362,331.99 | 48.91 | 160.82- |
| 2017 | 330,112.81 | .00 | 13,073.60- | 9,372.92 | 87,519.85 | 229,519.36 | 27.61 | 160.82- |
| 2016 | 232,755.89 | .00 | 1,261.49- | 4,543.15 | 45,677.10 | 185,817.30 | 19.73 | 155.99- |
| 2015 | 211,032.27 | .00 | 47,356.16- | 2,438.99 | 27,309.72 | 136,366.39 | 16.69 | 155.99- |
| 2014 | 129,257.53 | .00 | 849.74- | 661.98 | 13,189.15 | 115,218.64 | 10.27 | 726.16- |
| 2013 | 97,825.34 | .00 | 193.10- | 813.48 | 6,727.16 | 90,905.08 | 6.89 | 162.19- |
| 2012 | 94,051.99 | .00 | 162.19- | 320.89 | 4,492.29 | 89,397.51 | 4.78 | 162.19- |
| 2011 | 85,836.93 | .00 | 327.04- | 438.00 | 3,927.87 | 81,582.02 | 4.59 | 162.19- |
| 2010 | 82,281.11 | .00 | 386.52- | 241.70 | 3,758.13 | 78,136.46 | 4.59 | 50.27- |
| 2009 | 79,251.23 | .00 | 224.68- | 49.66 | 3,120.04 | 75,906.51 | 3.95 | 0.00 |
| 2008 | 63,695.43 | .00 | 238.79- | 171.14 | 1,668.72 | 61,787.92 | 2.63 | 0.00 |
| 2007 | 57,133.13 | .00 | 812.05- | 112.57 | 2,133.25 | 54,187.83 | 3.79 | 0.00 |
| 2006 | 53,739.43 | .00 | 1,243.07- | 186.92 | 2,343.64 | 50,152.72 | 4.46 | 0.00 |
| 2005 | 48,478.67 | .00 | 1,419.23- | 203.02 | 2,914.59 | 44,144.85 | 6.19 | 0.00 |
| 2004 | 47,876.31 | .00 | 3,554.43- | 243.33 | 1,181.48 | 43,140.40 | 2.67 | 0.00 |
| 2003 | 39,198.36 | .00 | 3,921.46- | 46.48 | 1,281.52 | 33,995.38 | 3.63 | 0.00 |
| 2002 | 33,960.08 | .00 | 1,797.89- | 33.81 | 648.16 | 31,514.03 | 2.02 | 0.00 |
| 2001 | 25,340.86 | .00 | 1,571.32- | 43.41 | 452.55 | 23,316.99 | 1.90 | 0.00 |
| 2000 | 22,184.32 | .00 | 930.69- | 244.52 | 647.37 | 20,606.26 | 3.05 | 0.00 |
| 1999 | 17,653.20 | .00 | 1,398.53- | 278.96 | 984.58 | 15,270.09 | 6.06 | 0.00 |
| 1998 | 77,051.47 | .00 | 3,198.07- | 2,577.90 | 3,240.75 | 70,612.65 | 4.39 | 0.00 |
| **** | 25,049,656.46 | .00 | 227,504.59- | 141,542.68 | 21,960,398.86 | 2,861,753.01 | | 1,896.62- |

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 | 0 | 0 | 0 | 00.649000 | 23,304.45 | 5 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 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 |

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 | 26,253 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 2019 | 22,493,508.68 | .00 | 125,384.74- | 101,921.60 | 21,400,281.31 | 967,842.63 | 95.67 | 0.00 |
| 2018 | 733,394.11 | .00 | 858.04- | 16,598.25 | 364,708.63 | 367,827.44 | 49.79 | 160.82- |
| 2017 | 347,367.94 | .00 | 974.97 | 9,372.92 | 117,414.46 | 230,928.45 | 33.71 | 160.82- |
| 2016 | 258,146.39 | .00 | 12,246.26 | 4,543.15 | 84,575.35 | 185,817.30 | 31.28 | 155.99- |
| 2015 | 237,952.75 | .00 | 33,016.86- | 2,438.99 | 68,569.50 | 136,366.39 | 33.46 | 155.99- |
| 2014 | 150,623.93 | .00 | 14,887.64 | 661.98 | 50,292.93 | 115,218.64 | 30.39 | 726.16- |
| 2013 | 97,825.34 | .00 | 193.10- | 813.48 | 6,727.16 | 90,905.08 | 6.89 | 162.19- |
| 2012 | 94,051.99 | .00 | 162.19- | 320.89 | 4,492.29 | 89,397.51 | 4.78 | 162.19- |
| 2011 | 85,836.93 | .00 | 327.04- | 438.00 | 3,927.87 | 81,582.02 | 4.59 | 162.19- |
| 2010 | 82,281.11 | .00 | 386.52- | 241.70 | 3,758.13 | 78,136.46 | 4.59 | 50.27- |
| 2009 | 79,251.23 | .00 | 224.68- | 49.66 | 3,120.04 | 75,906.51 | 3.95 | 0.00 |
| 2008 | 63,695.43 | .00 | 238.79- | 171.14 | 1,668.72 | 61,787.92 | 2.63 | 0.00 |
| 2007 | 57,133.13 | .00 | 812.05- | 112.57 | 2,133.25 | 54,187.83 | 3.79 | 0.00 |
| 2006 | 53,739.43 | .00 | 1,243.07- | 186.92 | 2,343.64 | 50,152.72 | 4.46 | 0.00 |
| 2005 | 48,478.67 | .00 | 1,419.23- | 203.02 | 2,914.59 | 44,144.85 | 6.19 | 0.00 |
| 2004 | 47,876.31 | .00 | 3,554.43- | 243.33 | 1,181.48 | 43,140.40 | 2.67 | 0.00 |
| 2003 | 39,198.36 | .00 | 3,921.46- | 46.48 | 1,281.52 | 33,995.38 | 3.63 | 0.00 |
| 2002 | 33,960.08 | .00 | 1,797.89- | 33.81 | 648.16 | 31,514.03 | 2.02 | 0.00 |
| 2001 | 25,340.86 | .00 | 1,571.32- | 43.41 | 452.55 | 23,316.99 | 1.90 | 0.00 |
| 2000 | 22,184.32 | .00 | 930.69- | 244.52 | 647.37 | 20,606.26 | 3.05 | 0.00 |
| 1999 | 17,653.20 | .00 | 1,398.53- | 278.96 | 984.58 | 15,270.09 | 6.06 | 0.00 |
| 1998 | 77,051.47 | .00 | 3,198.07- | 2,577.90 | 3,240.75 | 70,612.65 | 4.39 | 0.00 |
| **** | 25,146,551.66 | .00 | 152,529.83- | 141,542.68 | 22,125,364.28 | 2,868,657.55 | | 1,896.62- |

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 | 0.717600 | 22,368,123.94 | 26,253 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 2019 | 22,493,508.68 | .00 | 125,384.74- | 101,921.60 | 21,400,281.31 | 967,842.63 | 95.67 | 0.00 |
| ADJUSTMENT REFUNDS | | .00 | 64,863.68- | | | | | |
| 2018 | 727,431.42 | .00 | 18,199.80- | 16,598.25 | 346,899.63 | 362,331.99 | 48.91 | 160.82- |
| ADJUSTMENT REFUNDS | | .00 | 13,373.82- | | | | | |
| 2017 | 330,112.81 | .00 | 13,073.60- | 9,372.92 | 87,519.85 | 229,519.36 | 27.61 | 160.82- |
| ADJUSTMENT REFUNDS | | .00 | 11,444.59- | | | | | |
| 2016 | 232,755.89 | .00 | 1,261.49- | 4,543.15 | 45,677.10 | 185,817.30 | 19.73 | 155.99- |
| ADJUSTMENT REFUNDS | | .00 | 253.53- | | | | | |
| 2015 | 211,032.27 | .00 | 47,356.16- | 2,438.99 | 27,309.72 | 136,366.39 | 16.69 | 155.99- |
| ADJUSTMENT REFUNDS | | .00 | 153.99- | | | | | |
| 2014 | 129,257.53 | .00 | 849.74- | 661.98 | 13,189.15 | 115,218.64 | 10.27 | 726.16- |
| 2013 | 97,825.34 | .00 | 193.10- | 813.48 | 6,727.16 | 90,905.08 | 6.89 | 162.19- |
| 2012 | 94,051.99 | .00 | 162.19- | 320.89 | 4,492.29 | 89,397.51 | 4.78 | 162.19- |
| 2011 | 85,836.93 | .00 | 327.04- | 438.00 | 3,927.87 | 81,582.02 | 4.59 | 162.19- |
| 2010 | 82,281.11 | .00 | 386.52- | 241.70 | 3,758.13 | 78,136.46 | 4.59 | 50.27- |
| 2009 | 79,251.23 | .00 | 224.68- | 49.66 | 3,120.04 | 75,906.51 | 3.95 | 0.00 |
| 2008 | 63,695.43 | .00 | 238.79- | 171.14 | 1,668.72 | 61,787.92 | 2.63 | 0.00 |
| 2007 | 57,133.13 | .00 | 812.05- | 112.57 | 2,133.25 | 54,187.83 | 3.79 | 0.00 |
| 2006 | 53,739.43 | .00 | 1,243.07- | 186.92 | 2,343.64 | 50,152.72 | 4.46 | 0.00 |
| 2005 | 48,478.67 | .00 | 1,419.23- | 203.02 | 2,914.59 | 44,144.85 | 6.19 | 0.00 |
| 2004 | 47,876.31 | .00 | 3,554.43- | 243.33 | 1,181.48 | 43,140.40 | 2.67 | 0.00 |
| 2003 | 39,198.36 | .00 | 3,921.46- | 46.48 | 1,281.52 | 33,995.38 | 3.63 | 0.00 |
| 2002 | 33,960.08 | .00 | 1,797.89- | 33.81 | 648.16 | 31,514.03 | 2.02 | 0.00 |
| 2001 | 25,340.86 | .00 | 1,571.32- | 43.41 | 452.55 | 23,316.99 | 1.90 | 0.00 |
| 2000 | 22,184.32 | .00 | 930.69- | 244.52 | 647.37 | 20,606.26 | 3.05 | 0.00 |
| 1999 | 17,653.20 | .00 | 1,398.53- | 278.96 | 984.58 | 15,270.09 | 6.06 | 0.00 |
| 1998 | 77,051.47 | .00 | 3,198.07- | 2,577.90 | 3,240.75 | 70,612.65 | 4.39 | 0.00 |
| **** | 25,049,656.46 | .00 | 227,504.59- | 141,542.68 | 21,960,398.86 | 2,861,753.01 | | 1,896.62- |
| ADJUSTMENT REFUNDS | | .00 | 90,089.61- | | | | | |

JURISDICTION: 0033 CITY OF PHARR

| | CERT TAXABLE VALUE | ADJUSTMENTS | ADJ TAX VALUE | TAX RATE | TAX LEVY | PAID ACCTS |
|---|---|---|---|---|---|---|
| CURRENT YEAR | 0 | 0 | 0 | 0.649000 | 23,304.45 | 5 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 2018 | 5,962.69 | .00 | 17,341.76 | 0.00 | 17,809.00 | 5,495.45 | 76.42 | 0.00 |
| ADJUSTMENT REFUNDS | | .00 | 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 | | .00 | 11,444.59- | | | | | |
| 2016 | 25,390.50 | .00 | 13,507.75 | 0.00 | 38,898.25 | 0.00 | | 0.00 |
| ADJUSTMENT REFUNDS | | .00 | 253.53- | | | | | |
| 2015 | 26,920.48 | .00 | 14,339.30 | 0.00 | 41,259.78 | 0.00 | | 0.00 |
| ADJUSTMENT REFUNDS | | .00 | 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 | | .00 | 25,225.93- | | | | | |

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 | 0.717600 | 22,368,123.94 | 26,253 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 2019 | 22,493,508.68 | .00 | 125,384.74- | 101,921.60 | 21,400,281.31 | 967,842.63 | 95.67 | 0.00 |
| ADJUSTMENT REFUNDS | | .00 | 64,863.68- | | | | | |
| 2018 | 733,394.11 | .00 | 858.04- | 16,598.25 | 364,708.63 | 367,827.44 | 49.79 | 160.82- |
| ADJUSTMENT REFUNDS | | .00 | 13,373.82- | | | | | |
| 2017 | 347,367.94 | .00 | 974.97 | 9,372.92 | 117,414.46 | 230,928.45 | 33.71 | 160.82- |
| ADJUSTMENT REFUNDS | | .00 | 11,444.59- | | | | | |
| 2016 | 258,146.39 | .00 | 12,246.26 | 4,543.15 | 84,575.35 | 185,817.30 | 31.28 | 155.99- |
| ADJUSTMENT REFUNDS | | .00 | 253.53- | | | | | |
| 2015 | 237,952.75 | .00 | 33,016.86- | 2,438.99 | 68,569.50 | 136,366.39 | 33.46 | 155.99- |
| ADJUSTMENT REFUNDS | | .00 | 153.99- | | | | | |
| 2014 | 150,623.93 | .00 | 14,887.64 | 661.98 | 50,292.93 | 115,218.64 | 30.39 | 726.16- |
| 2013 | 97,825.34 | .00 | 193.10- | 813.48 | 6,727.16 | 90,905.08 | 6.89 | 162.19- |
| 2012 | 94,051.99 | .00 | 162.19- | 320.89 | 4,492.29 | 89,397.51 | 4.78 | 162.19- |
| 2011 | 85,836.93 | .00 | 327.04- | 438.00 | 3,927.87 | 81,582.02 | 4.59 | 162.19- |
| 2010 | 82,281.11 | .00 | 386.52- | 241.70 | 3,758.13 | 78,136.46 | 4.59 | 50.27- |
| 2009 | 79,251.23 | .00 | 224.68- | 49.66 | 3,120.04 | 75,906.51 | 3.95 | 0.00 |
| 2008 | 63,695.43 | .00 | 238.79- | 171.14 | 1,668.72 | 61,787.92 | 2.63 | 0.00 |
| 2007 | 57,133.13 | .00 | 812.05- | 112.57 | 2,133.25 | 54,187.83 | 3.79 | 0.00 |
| 2006 | 53,739.43 | .00 | 1,243.07- | 186.92 | 2,343.64 | 50,152.72 | 4.46 | 0.00 |
| 2005 | 48,478.67 | .00 | 1,419.23- | 203.02 | 2,914.59 | 44,144.85 | 6.19 | 0.00 |
| 2004 | 47,876.31 | .00 | 3,554.43- | 243.33 | 1,181.48 | 43,140.40 | 2.67 | 0.00 |
| 2003 | 39,198.36 | .00 | 3,921.46- | 46.48 | 1,281.52 | 33,995.38 | 3.63 | 0.00 |
| 2002 | 33,960.08 | .00 | 1,797.89- | 33.81 | 648.16 | 31,514.03 | 2.02 | 0.00 |
| 2001 | 25,340.86 | .00 | 1,571.32- | 43.41 | 452.55 | 23,316.99 | 1.90 | 0.00 |
| 2000 | 22,184.32 | .00 | 930.69- | 244.52 | 647.37 | 20,606.26 | 3.05 | 0.00 |
| 1999 | 17,653.20 | .00 | 1,398.53- | 278.96 | 984.58 | 15,270.09 | 6.06 | 0.00 |
| 1998 | 77,051.47 | .00 | 3,198.07- | 2,577.90 | 3,240.75 | 70,612.65 | 4.39 | 0.00 |
| **** | 25,146,551.66 | .00 | 152,529.83- | 141,542.68 | 22,125,364.28 | 2,868,657.55 | | 1,896.62- |
| ADJUSTMENT REFUNDS | | .00 | 90,089.61- | | | | | |

| 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 | 16,912,068.04 | .00 | 210,495.70 | 988,345.77- | 16,134,217.97 | 44,722.87 | .00 | .00 | 17,167,286.61 |
| | I & S | .150500 | 4,488,213.27 | .00 | 55,863.00 | 262,292.45- | 4,281,783.82 | .00 | .00 | .00 | 4,544,076.27 |
| | TOTAL | .717600 | 21,400,281.31 | .00 | 266,358.70 | 1,250,638.22- | 20,416,001.79 | 44,722.87 | .00 | .00 | 21,711,362.88 |
| 2018 | M & O | .567100 | 303,122.86 | .00 | 74,400.74 | 90,370.71 | 467,894.31 | 62,466.48 | .00 | .00 | 439,990.08 |
| | I & S | .081900 | 43,776.77 | .00 | 10,744.56 | 13,051.25 | 67,572.58 | .00 | .00 | .00 | 54,521.33 |
| | TOTAL | .649000 | 346,899.63 | .00 | 85,145.30 | 103,421.96 | 535,466.89 | 62,466.48 | .00 | .00 | 494,511.41 |
| 2017 | M & O | .567100 | 76,475.32 | .00 | 30,197.90 | 5,101.70 | 111,774.92 | 18,365.71 | .00 | .00 | 125,038.93 |
| | I & S | .081900 | 11,044.53 | .00 | 4,361.12 | 736.79 | 16,142.44 | .00 | .00 | .00 | 15,405.65 |
| | TOTAL | .649000 | 87,519.85 | .00 | 34,559.02 | 5,838.49 | 127,917.36 | 18,365.71 | .00 | .00 | 140,444.58 |
| 2016 | M & O | .582100 | 40,655.29 | .00 | 18,709.07 | 1,021.30- | 58,343.06 | 9,011.14 | .00 | .00 | 68,375.50 |
| | I & S | .071900 | 5,021.81 | .00 | 2,310.98 | 126.15- | 7,206.64 | .00 | .00 | .00 | 7,332.79 |
| | TOTAL | .654000 | 45,677.10 | .00 | 21,020.05 | 1,147.45- | 65,549.70 | 9,011.14 | .00 | .00 | 75,708.29 |
| 2015 | M & O | .582100 | 24,307.19 | .00 | 13,329.24 | .00 | 37,636.43 | 5,451.99 | .00 | .00 | 43,088.42 |
| | I & S | .071900 | 3,002.53 | .00 | 1,646.40 | .00 | 4,648.93 | .00 | .00 | .00 | 4,648.93 |
| | TOTAL | .654000 | 27,309.72 | .00 | 14,975.64 | .00 | 42,285.36 | 5,451.99 | .00 | .00 | 47,737.35 |
| 2014 | M & O | .608100 | 11,794.66 | .00 | 7,725.81 | .00 | 19,520.47 | 2,818.03 | .00 | .00 | 22,338.50 |
| | I & S | .071900 | 1,394.49 | .00 | 913.45 | .00 | 2,307.94 | .00 | .00 | .00 | 2,307.94 |
| | TOTAL | .680000 | 13,189.15 | .00 | 8,639.26 | .00 | 21,828.41 | 2,818.03 | .00 | .00 | 24,646.44 |
| 2013 | M & O | .605000 | 5,985.23 | .00 | 3,989.95 | .00 | 9,975.18 | 936.70 | .00 | .00 | 10,911.88 |
| | I & S | .075000 | 741.93 | .00 | 494.62 | .00 | 1,236.55 | .00 | .00 | .00 | 1,236.55 |
| | TOTAL | .680000 | 6,727.16 | .00 | 4,484.57 | .00 | 11,211.73 | 936.70 | .00 | .00 | 12,148.43 |
| 2012 | M & O | .602600 | 3,980.93 | .00 | 3,028.21 | .00 | 7,009.14 | 664.65 | .00 | .00 | 7,673.79 |
| | I & S | .077400 | 511.36 | .00 | 388.91 | .00 | 900.27 | .00 | .00 | .00 | 900.27 |
| | TOTAL | .680000 | 4,492.29 | .00 | 3,417.12 | .00 | 7,909.41 | 664.65 | .00 | .00 | 8,574.06 |
| 2011 | M & O | .602100 | 3,477.93 | .00 | 3,165.58 | .00 | 6,643.51 | 809.53 | .00 | .00 | 7,453.04 |
| | I & S | .077900 | 449.94 | .00 | 409.58 | .00 | 859.52 | .00 | .00 | .00 | 859.52 |
| | TOTAL | .680000 | 3,927.87 | .00 | 3,575.16 | .00 | 7,503.03 | 809.53 | .00 | .00 | 8,312.56 |
| 2010 | M & O | .601800 | 3,325.97 | .00 | 3,334.82 | .00 | 6,660.79 | 780.70 | .00 | .00 | 7,441.49 |
| | I & S | .078200 | 432.16 | .00 | 433.39 | .00 | 865.55 | .00 | .00 | .00 | 865.55 |
| | TOTAL | .680000 | 3,758.13 | .00 | 3,768.21 | .00 | 7,526.34 | 780.70 | .00 | .00 | 8,307.04 |
| 2009 | M & O | .601800 | 2,761.28 | .00 | 3,013.93 | .00 | 5,775.21 | 686.01 | .00 | .00 | 6,461.22 |
| | I & S | .078200 | 358.76 | .00 | 391.65 | .00 | 750.41 | .00 | .00 | .00 | 750.41 |
| | TOTAL | .680000 | 3,120.04 | .00 | 3,405.58 | .00 | 6,525.62 | 686.01 | .00 | .00 | 7,211.63 |
| 2008 | M & O | .602940 | 1,475.60 | .00 | 1,806.57 | .00 | 3,282.17 | 401.33 | .00 | .00 | 3,683.50 |
| | I & S | .078910 | 193.12 | .00 | 236.43 | .00 | 429.55 | .00 | .00 | .00 | 429.55 |
| | TOTAL | .681850 | 1,668.72 | .00 | 2,043.00 | .00 | 3,711.72 | 401.33 | .00 | .00 | 4,113.05 |

| 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 | 1,861.56 | .00 | 2,494.36 | .00 | 4,355.92 | 550.75 | .00 | .00 | 4,906.67 |
| | I & S | .086990 | 271.69 | .00 | 363.97 | .00 | 635.66 | .00 | .00 | .00 | 635.66 |
| | TOTAL | .683120 | 2,133.25 | .00 | 2,858.33 | .00 | 4,991.58 | 550.75 | .00 | .00 | 5,542.33 |
| 2006 | M & O | .593130 | 2,034.89 | .00 | 2,816.84 | .00 | 4,851.73 | 564.22 | .00 | .00 | 5,415.95 |
| | I & S | .089990 | 308.75 | .00 | 427.35 | .00 | 736.10 | .00 | .00 | .00 | 736.10 |
| | TOTAL | .683120 | 2,343.64 | .00 | 3,244.19 | .00 | 5,587.83 | 564.22 | .00 | .00 | 6,152.05 |
| 2005 | M & O | .593130 | 2,530.63 | .00 | 3,777.44 | .00 | 6,308.07 | 586.68 | .00 | .00 | 6,894.75 |
| | I & S | .089990 | 383.96 | .00 | 573.10 | .00 | 957.06 | .00 | .00 | .00 | 957.06 |
| | TOTAL | .683120 | 2,914.59 | .00 | 4,350.54 | .00 | 7,265.13 | 586.68 | .00 | .00 | 7,851.81 |
| 2004 | M & O | .601650 | 1,040.56 | .00 | 1,782.59 | .00 | 2,823.15 | 283.80 | .00 | .00 | 3,106.95 |
| | I & S | .081470 | 140.92 | .00 | 241.36 | .00 | 382.28 | .00 | .00 | .00 | 382.28 |
| | TOTAL | .683120 | 1,181.48 | .00 | 2,023.95 | .00 | 3,205.43 | 283.80 | .00 | .00 | 3,489.23 |
| 2003 | M & O | .596220 | 1,118.49 | .00 | 1,804.13 | .00 | 2,922.62 | 160.67 | .00 | .00 | 3,083.29 |
| | I & S | .086900 | 163.03 | .00 | 262.96 | .00 | 425.99 | .00 | .00 | .00 | 425.99 |
| | TOTAL | .683120 | 1,281.52 | .00 | 2,067.09 | .00 | 3,348.61 | 160.67 | .00 | .00 | 3,509.28 |
| 2002 | M & O | .590210 | 554.42 | .00 | 972.82 | .00 | 1,527.24 | 146.85 | .00 | .00 | 1,674.09 |
| | I & S | .099790 | 93.74 | .00 | 164.46 | .00 | 258.20 | .00 | .00 | .00 | 258.20 |
| | TOTAL | .690000 | 648.16 | .00 | 1,137.28 | .00 | 1,785.44 | 146.85 | .00 | .00 | 1,932.29 |
| 2001 | M & O | .564720 | 385.88 | .00 | 809.71 | .00 | 1,195.59 | 100.41 | .00 | .00 | 1,296.00 |
| | I & S | .097590 | 66.67 | .00 | 139.93 | .00 | 206.60 | .00 | .00 | .00 | 206.60 |
| | TOTAL | .662310 | 452.55 | .00 | 949.64 | .00 | 1,402.19 | 100.41 | .00 | .00 | 1,502.60 |
| 2000 | M & O | .533960 | 538.14 | .00 | 1,266.36 | .00 | 1,804.50 | 210.54 | .00 | .00 | 2,015.04 |
| | I & S | .108350 | 109.23 | .00 | 256.95 | .00 | 366.18 | .00 | .00 | .00 | 366.18 |
| | TOTAL | .642310 | 647.37 | .00 | 1,523.31 | .00 | 2,170.68 | 210.54 | .00 | .00 | 2,381.22 |
| 1999 | M & O | .529360 | 811.44 | .00 | 1,864.66 | .00 | 2,676.10 | 322.69 | .00 | .00 | 2,998.79 |
| | I & S | .112950 | 173.14 | .00 | 397.87 | .00 | 571.01 | .00 | .00 | .00 | 571.01 |
| | TOTAL | .642310 | 984.58 | .00 | 2,262.53 | .00 | 3,247.11 | 322.69 | .00 | .00 | 3,569.80 |
| 1998 | M & O | .505610 | 425.92 | .00 | 1,099.89 | .00 | 1,525.81 | 250.10 | .00 | .00 | 1,775.91 |
| | I & S | .124390 | 104.79 | .00 | 270.61 | .00 | 375.40 | .00 | .00 | .00 | 375.40 |
| | TOTAL | .630000 | 530.71 | .00 | 1,370.50 | .00 | 1,901.21 | 250.10 | .00 | .00 | 2,151.31 |
| 1997 | M & O | .524810 | 325.86 | .00 | 908.26 | .00 | 1,234.12 | 209.52 | .00 | .00 | 1,443.64 |
| | I & S | .075190 | 46.67 | .00 | 130.13 | .00 | 176.80 | .00 | .00 | .00 | 176.80 |
| | TOTAL | .600000 | 372.53 | .00 | 1,038.39 | .00 | 1,410.92 | 209.52 | .00 | .00 | 1,620.44 |
| 1996 | M & O | .516090 | 369.62 | .00 | 992.34 | .00 | 1,361.96 | 178.33 | .00 | .00 | 1,540.29 |
| | I & S | .083910 | 60.08 | .00 | 161.33 | .00 | 221.41 | .00 | .00 | .00 | 221.41 |
| | TOTAL | .600000 | 429.70 | .00 | 1,153.67 | .00 | 1,583.37 | 178.33 | .00 | .00 | 1,761.70 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1995 | M & O | .510030 | 179.55 | .00 | 551.22 | .00 | 730.77 | 128.95 | .00 | .00 | 859.72 |
| | I & S | .089970 | 31.67 | .00 | 97.23 | .00 | 128.90 | .00 | .00 | .00 | 128.90 |
| | TOTAL | .600000 | 211.22 | .00 | 648.45 | .00 | 859.67 | 128.95 | .00 | .00 | 988.62 |
| 1994 | M & O | .471740 | 166.07 | .00 | 529.76 | .00 | 695.83 | 126.11 | .00 | .00 | 821.94 |
| | I & S | .098260 | 34.59 | .00 | 110.35 | .00 | 144.94 | .00 | .00 | .00 | 144.94 |
| | TOTAL | .570000 | 200.66 | .00 | 640.11 | .00 | 840.77 | 126.11 | .00 | .00 | 966.88 |
| 1993 | M & O | .465440 | 168.35 | .00 | 557.21 | .00 | 725.56 | 133.29 | .00 | .00 | 858.85 |
| | I & S | .104560 | 37.81 | .00 | 125.18 | .00 | 162.99 | .00 | .00 | .00 | 162.99 |
| | TOTAL | .570000 | 206.16 | .00 | 682.39 | .00 | 888.55 | 133.29 | .00 | .00 | 1,021.84 |
| 1992 | M & O | .447640 | 108.22 | .00 | 368.69 | .00 | 476.91 | 87.66 | .00 | .00 | 564.57 |
| | I & S | .112360 | 27.16 | .00 | 92.54 | .00 | 119.70 | .00 | .00 | .00 | 119.70 |
| | TOTAL | .560000 | 135.38 | .00 | 461.23 | .00 | 596.61 | 87.66 | .00 | .00 | 684.27 |
| 1991 | M & O | .464340 | 109.39 | .00 | 388.32 | .00 | 497.71 | 90.04 | .00 | .00 | 587.75 |
| | I & S | .095660 | 22.53 | .00 | 80.00 | .00 | 102.53 | .00 | .00 | .00 | 102.53 |
| | TOTAL | .560000 | 131.92 | .00 | 468.32 | .00 | 600.24 | 90.04 | .00 | .00 | 690.28 |
| 1990 | M & O | .473940 | 117.79 | .00 | 427.80 | .00 | 545.59 | 94.09 | .00 | .00 | 639.68 |
| | I & S | .096060 | 23.88 | .00 | 86.71 | .00 | 110.59 | .00 | .00 | .00 | 110.59 |
| | TOTAL | .570000 | 141.67 | .00 | 514.51 | .00 | 656.18 | 94.09 | .00 | .00 | 750.27 |
| 1989 | M & O | .556640 | 131.18 | .00 | 497.15 | .00 | 628.33 | 113.44 | .00 | .00 | 741.77 |
| | I & S | .113360 | 26.71 | .00 | 101.25 | .00 | 127.96 | .00 | .00 | .00 | 127.96 |
| | TOTAL | .670000 | 157.89 | .00 | 598.40 | .00 | 756.29 | 113.44 | .00 | .00 | 869.73 |
| 1988 | M & O | .575520 | 135.63 | .00 | 530.29 | .00 | 665.92 | 116.29 | .00 | .00 | 782.21 |
| | I & S | .094480 | 22.26 | .00 | 87.06 | .00 | 109.32 | .00 | .00 | .00 | 109.32 |
| | TOTAL | .670000 | 157.89 | .00 | 617.35 | .00 | 775.24 | 116.29 | .00 | .00 | 891.53 |
| 1987 | M & O | .558280 | 131.56 | .00 | 530.20 | .00 | 661.76 | 119.13 | .00 | .00 | 780.89 |
| | I & S | .111720 | 26.33 | .00 | 106.10 | .00 | 132.43 | .00 | .00 | .00 | 132.43 |
| | TOTAL | .670000 | 157.89 | .00 | 636.30 | .00 | 794.19 | 119.13 | .00 | .00 | 913.32 |
| 1986 | M & O | .540080 | 127.27 | .00 | 528.18 | .00 | 655.45 | 121.97 | .00 | .00 | 777.42 |
| | I & S | .129920 | 30.62 | .00 | 127.06 | .00 | 157.68 | .00 | .00 | .00 | 157.68 |
| | TOTAL | .670000 | 157.89 | .00 | 655.24 | .00 | 813.13 | 121.97 | .00 | .00 | 935.10 |
| 1985 | M & O | .519090 | 122.32 | .00 | 522.32 | .00 | 644.64 | 121.08 | .00 | .00 | 765.72 |
| | I & S | .130910 | 30.85 | .00 | 131.72 | .00 | 162.57 | .00 | .00 | .00 | 162.57 |
| | TOTAL | .650000 | 153.17 | .00 | 654.04 | .00 | 807.21 | 121.08 | .00 | .00 | 928.29 |
| 1984 | M & O | .510400 | 67.17 | .00 | 294.88 | .00 | 362.05 | 77.67 | .00 | .00 | 439.72 |
| | I & S | .219600 | 28.90 | .00 | 126.87 | .00 | 155.77 | .00 | .00 | .00 | 155.77 |
| | TOTAL | .730000 | 96.07 | .00 | 421.75 | .00 | 517.82 | 77.67 | .00 | .00 | 595.49 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ALL | M & O | | 17,402,992.21 | .00 | 399,512.94 | 893,894.66- | 16,908,610.49 | 152,009.42 | .00 | .00 | 17,954,514.57 |
| ALL | I & S | | 4,557,406.65 | .00 | 82,856.18 | 248,630.56- | 4,391,632.27 | .00 | .00 | .00 | 4,640,262.83 |
| ALL | TOTAL | | 21,960,398.86 | .00 | 482,369.12 | 1,142,525.22- | 21,300,242.76 | 152,009.42 | .00 | .00 | 22,594,777.40 |
| DLQ | M & O | | 490,924.17 | .00 | 189,017.24 | 94,451.11 | 774,392.52 | 107,286.55 | .00 | .00 | 787,227.96 |
| DLQ | I & S | | 69,193.38 | .00 | 26,993.18 | 13,661.89 | 109,848.45 | .00 | .00 | .00 | 96,186.56 |
| DLQ | TOTAL | | 560,117.55 | .00 | 216,010.42 | 108,113.00 | 884,240.97 | 107,286.55 | .00 | .00 | 883,414.52 |
| CURR | M & O | | 16,912,068.04 | .00 | 210,495.70 | 988,345.77- | 16,134,217.97 | 44,722.87 | .00 | .00 | 17,167,286.61 |
| CURR | I & S | | 4,488,213.27 | .00 | 55,863.00 | 262,292.45- | 4,281,783.82 | .00 | .00 | .00 | 4,544,076.27 |
| CURR | TOTAL | | 21,400,281.31 | .00 | 266,358.70 | 1,250,638.22- | 20,416,001.79 | 44,722.87 | .00 | .00 | 21,711,362.88 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | M & O | .567100 | 15,561.61 | .00 | .00 | 4,353.99- | 11,207.62 | .00 | .00 | .00 | 15,561.61 |
| | I & S | .081900 | 2,247.39 | .00 | .00 | 628.79- | 1,618.60 | .00 | .00 | .00 | 2,247.39 |
| | TOTAL | .649000 | 17,809.00 | .00 | .00 | 4,982.78- | 12,826.22 | .00 | .00 | .00 | 17,809.00 |
| 2017 | M & O | .567100 | 26,122.08 | .00 | .00 | .00 | 26,122.08 | .00 | .00 | .00 | 26,122.08 |
| | I & S | .081900 | 3,772.53 | .00 | .00 | .00 | 3,772.53 | .00 | .00 | .00 | 3,772.53 |
| | TOTAL | .649000 | 29,894.61 | .00 | .00 | .00 | 29,894.61 | .00 | .00 | .00 | 29,894.61 |
| 2016 | M & O | .582100 | 34,621.82 | .00 | 439.53 | .00 | 35,061.35 | .00 | .00 | .00 | 35,061.35 |
| | I & S | .071900 | 4,276.43 | .00 | 54.29 | .00 | 4,330.72 | .00 | .00 | .00 | 4,330.72 |
| | TOTAL | .654000 | 38,898.25 | .00 | 493.82 | .00 | 39,392.07 | .00 | .00 | .00 | 39,392.07 |
| 2015 | M & O | .582100 | 36,723.73 | .00 | 465.91 | .00 | 37,189.64 | .00 | .00 | .00 | 37,189.64 |
| | I & S | .071900 | 4,536.05 | .00 | 57.55 | .00 | 4,593.60 | .00 | .00 | .00 | 4,593.60 |
| | TOTAL | .654000 | 41,259.78 | .00 | 523.46 | .00 | 41,783.24 | .00 | .00 | .00 | 41,783.24 |
| 2014 | M & O | .608100 | 33,180.59 | .00 | .00 | .00 | 33,180.59 | .00 | .00 | .00 | 33,180.59 |
| | I & S | .071900 | 3,923.19 | .00 | .00 | .00 | 3,923.19 | .00 | .00 | .00 | 3,923.19 |
| | TOTAL | .680000 | 37,103.78 | .00 | .00 | .00 | 37,103.78 | .00 | .00 | .00 | 37,103.78 |
| ALL | M & O | | 146,209.83 | .00 | 905.44 | 4,353.99- | 142,761.28 | .00 | .00 | .00 | 147,115.27 |
| ALL | I & S | | 18,755.59 | .00 | 111.84 | 628.79- | 18,238.64 | .00 | .00 | .00 | 18,867.43 |
| ALL | TOTAL | | 164,965.42 | .00 | 1,017.28 | 4,982.78- | 160,999.92 | .00 | .00 | .00 | 165,982.70 |
| DLQ | M & O | | 146,209.83 | .00 | 905.44 | 4,353.99- | 142,761.28 | .00 | .00 | .00 | 147,115.27 |
| DLQ | I & S | | 18,755.59 | .00 | 111.84 | 628.79- | 18,238.64 | .00 | .00 | .00 | 18,867.43 |
| DLQ | TOTAL | | 164,965.42 | .00 | 1,017.28 | 4,982.78- | 160,999.92 | .00 | .00 | .00 | 165,982.70 |
| CURR | M & O | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| CURR | I & S | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| CURR | TOTAL | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |

| 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 | 16,912,068.04 | .00 | 210,495.70 | 988,345.77- | 16,134,217.97 | 44,722.87 | .00 | .00 | 17,167,286.61 |
| | I & S | .150500 | 4,488,213.27 | .00 | 55,863.00 | 262,292.45- | 4,281,783.82 | .00 | .00 | .00 | 4,544,076.27 |
| | TOTAL | .717600 | 21,400,281.31 | .00 | 266,358.70 | 1,250,638.22- | 20,416,001.79 | 44,722.87 | .00 | .00 | 21,711,362.88 |
| 2018 | M & O | .567100 | 318,684.47 | .00 | 74,400.74 | 86,016.72 | 479,101.93 | 62,466.48 | .00 | .00 | 455,551.69 |
| | I & S | .081900 | 46,024.16 | .00 | 10,744.56 | 12,422.46 | 69,191.18 | .00 | .00 | .00 | 56,768.72 |
| | TOTAL | .649000 | 364,708.63 | .00 | 85,145.30 | 98,439.18 | 548,293.11 | 62,466.48 | .00 | .00 | 512,320.41 |
| 2017 | M & O | .567100 | 102,597.40 | .00 | 30,197.90 | 5,101.70 | 137,897.00 | 18,365.71 | .00 | .00 | 151,161.01 |
| | I & S | .081900 | 14,817.06 | .00 | 4,361.12 | 736.79 | 19,914.97 | .00 | .00 | .00 | 19,178.18 |
| | TOTAL | .649000 | 117,414.46 | .00 | 34,559.02 | 5,838.49 | 157,811.97 | 18,365.71 | .00 | .00 | 170,339.19 |
| 2016 | M & O | .582100 | 75,277.11 | .00 | 19,148.60 | 1,021.30- | 93,404.41 | 9,011.14 | .00 | .00 | 103,436.85 |
| | I & S | .071900 | 9,298.24 | .00 | 2,365.27 | 126.15- | 11,537.36 | .00 | .00 | .00 | 11,663.51 |
| | TOTAL | .654000 | 84,575.35 | .00 | 21,513.87 | 1,147.45- | 104,941.77 | 9,011.14 | .00 | .00 | 115,100.36 |
| 2015 | M & O | .582100 | 61,030.92 | .00 | 13,795.15 | .00 | 74,826.07 | 5,451.99 | .00 | .00 | 80,278.06 |
| | I & S | .071900 | 7,538.58 | .00 | 1,703.95 | .00 | 9,242.53 | .00 | .00 | .00 | 9,242.53 |
| | TOTAL | .654000 | 68,569.50 | .00 | 15,499.10 | .00 | 84,068.60 | 5,451.99 | .00 | .00 | 89,520.59 |
| 2014 | M & O | .608100 | 44,975.25 | .00 | 7,725.81 | .00 | 52,701.06 | 2,818.03 | .00 | .00 | 55,519.09 |
| | I & S | .071900 | 5,317.68 | .00 | 913.45 | .00 | 6,231.13 | .00 | .00 | .00 | 6,231.13 |
| | TOTAL | .680000 | 50,292.93 | .00 | 8,639.26 | .00 | 58,932.19 | 2,818.03 | .00 | .00 | 61,750.22 |
| 2013 | M & O | .605000 | 5,985.23 | .00 | 3,989.95 | .00 | 9,975.18 | 936.70 | .00 | .00 | 10,911.88 |
| | I & S | .075000 | 741.93 | .00 | 494.62 | .00 | 1,236.55 | .00 | .00 | .00 | 1,236.55 |
| | TOTAL | .680000 | 6,727.16 | .00 | 4,484.57 | .00 | 11,211.73 | 936.70 | .00 | .00 | 12,148.43 |
| 2012 | M & O | .602600 | 3,980.93 | .00 | 3,028.21 | .00 | 7,009.14 | 664.65 | .00 | .00 | 7,673.79 |
| | I & S | .077400 | 511.36 | .00 | 388.91 | .00 | 900.27 | .00 | .00 | .00 | 900.27 |
| | TOTAL | .680000 | 4,492.29 | .00 | 3,417.12 | .00 | 7,909.41 | 664.65 | .00 | .00 | 8,574.06 |
| 2011 | M & O | .602100 | 3,477.93 | .00 | 3,165.58 | .00 | 6,643.51 | 809.53 | .00 | .00 | 7,453.04 |
| | I & S | .077900 | 449.94 | .00 | 409.58 | .00 | 859.52 | .00 | .00 | .00 | 859.52 |
| | TOTAL | .680000 | 3,927.87 | .00 | 3,575.16 | .00 | 7,503.03 | 809.53 | .00 | .00 | 8,312.56 |
| 2010 | M & O | .601800 | 3,325.97 | .00 | 3,334.82 | .00 | 6,660.79 | 780.70 | .00 | .00 | 7,441.49 |
| | I & S | .078200 | 432.16 | .00 | 433.39 | .00 | 865.55 | .00 | .00 | .00 | 865.55 |
| | TOTAL | .680000 | 3,758.13 | .00 | 3,768.21 | .00 | 7,526.34 | 780.70 | .00 | .00 | 8,307.04 |
| 2009 | M & O | .601800 | 2,761.28 | .00 | 3,013.93 | .00 | 5,775.21 | 686.01 | .00 | .00 | 6,461.22 |
| | I & S | .078200 | 358.76 | .00 | 391.65 | .00 | 750.41 | .00 | .00 | .00 | 750.41 |
| | TOTAL | .680000 | 3,120.04 | .00 | 3,405.58 | .00 | 6,525.62 | 686.01 | .00 | .00 | 7,211.63 |
| 2008 | M & O | .602940 | 1,475.60 | .00 | 1,806.57 | .00 | 3,282.17 | 401.33 | .00 | .00 | 3,683.50 |
| | I & S | .078910 | 193.12 | .00 | 236.43 | .00 | 429.55 | .00 | .00 | .00 | 429.55 |
| | TOTAL | .681850 | 1,668.72 | .00 | 2,043.00 | .00 | 3,711.72 | 401.33 | .00 | .00 | 4,113.05 |

| 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 | 1,861.56 | .00 | 2,494.36 | .00 | 4,355.92 | 550.75 | .00 | .00 | 4,906.67 |
| | I & S | .086990 | 271.69 | .00 | 363.97 | .00 | 635.66 | .00 | .00 | .00 | 635.66 |
| | TOTAL | .683120 | 2,133.25 | .00 | 2,858.33 | .00 | 4,991.58 | 550.75 | .00 | .00 | 5,542.33 |
| 2006 | M & O | .593130 | 2,034.89 | .00 | 2,816.84 | .00 | 4,851.73 | 564.22 | .00 | .00 | 5,415.95 |
| | I & S | .089990 | 308.75 | .00 | 427.35 | .00 | 736.10 | .00 | .00 | .00 | 736.10 |
| | TOTAL | .683120 | 2,343.64 | .00 | 3,244.19 | .00 | 5,587.83 | 564.22 | .00 | .00 | 6,152.05 |
| 2005 | M & O | .593130 | 2,530.63 | .00 | 3,777.44 | .00 | 6,308.07 | 586.68 | .00 | .00 | 6,894.75 |
| | I & S | .089990 | 383.96 | .00 | 573.10 | .00 | 957.06 | .00 | .00 | .00 | 957.06 |
| | TOTAL | .683120 | 2,914.59 | .00 | 4,350.54 | .00 | 7,265.13 | 586.68 | .00 | .00 | 7,851.81 |
| 2004 | M & O | .601650 | 1,040.56 | .00 | 1,782.59 | .00 | 2,823.15 | 283.80 | .00 | .00 | 3,106.95 |
| | I & S | .081470 | 140.92 | .00 | 241.36 | .00 | 382.28 | .00 | .00 | .00 | 382.28 |
| | TOTAL | .683120 | 1,181.48 | .00 | 2,023.95 | .00 | 3,205.43 | 283.80 | .00 | .00 | 3,489.23 |
| 2003 | M & O | .596220 | 1,118.49 | .00 | 1,804.13 | .00 | 2,922.62 | 160.67 | .00 | .00 | 3,083.29 |
| | I & S | .086900 | 163.03 | .00 | 262.96 | .00 | 425.99 | .00 | .00 | .00 | 425.99 |
| | TOTAL | .683120 | 1,281.52 | .00 | 2,067.09 | .00 | 3,348.61 | 160.67 | .00 | .00 | 3,509.28 |
| 2002 | M & O | .590210 | 554.42 | .00 | 972.82 | .00 | 1,527.24 | 146.85 | .00 | .00 | 1,674.09 |
| | I & S | .099790 | 93.74 | .00 | 164.46 | .00 | 258.20 | .00 | .00 | .00 | 258.20 |
| | TOTAL | .690000 | 648.16 | .00 | 1,137.28 | .00 | 1,785.44 | 146.85 | .00 | .00 | 1,932.29 |
| 2001 | M & O | .564720 | 385.88 | .00 | 809.71 | .00 | 1,195.59 | 100.41 | .00 | .00 | 1,296.00 |
| | I & S | .097590 | 66.67 | .00 | 139.93 | .00 | 206.60 | .00 | .00 | .00 | 206.60 |
| | TOTAL | .662310 | 452.55 | .00 | 949.64 | .00 | 1,402.19 | 100.41 | .00 | .00 | 1,502.60 |
| 2000 | M & O | .533960 | 538.14 | .00 | 1,266.36 | .00 | 1,804.50 | 210.54 | .00 | .00 | 2,015.04 |
| | I & S | .108350 | 109.23 | .00 | 256.95 | .00 | 366.18 | .00 | .00 | .00 | 366.18 |
| | TOTAL | .642310 | 647.37 | .00 | 1,523.31 | .00 | 2,170.68 | 210.54 | .00 | .00 | 2,381.22 |
| 1999 | M & O | .529360 | 811.44 | .00 | 1,864.66 | .00 | 2,676.10 | 322.69 | .00 | .00 | 2,998.79 |
| | I & S | .112950 | 173.14 | .00 | 397.87 | .00 | 571.01 | .00 | .00 | .00 | 571.01 |
| | TOTAL | .642310 | 984.58 | .00 | 2,262.53 | .00 | 3,247.11 | 322.69 | .00 | .00 | 3,569.80 |
| 1998 | M & O | .505610 | 425.92 | .00 | 1,099.89 | .00 | 1,525.81 | 250.10 | .00 | .00 | 1,775.91 |
| | I & S | .124390 | 104.79 | .00 | 270.61 | .00 | 375.40 | .00 | .00 | .00 | 375.40 |
| | TOTAL | .630000 | 530.71 | .00 | 1,370.50 | .00 | 1,901.21 | 250.10 | .00 | .00 | 2,151.31 |
| 1997 | M & O | .524810 | 325.86 | .00 | 908.26 | .00 | 1,234.12 | 209.52 | .00 | .00 | 1,443.64 |
| | I & S | .075190 | 46.67 | .00 | 130.13 | .00 | 176.80 | .00 | .00 | .00 | 176.80 |
| | TOTAL | .600000 | 372.53 | .00 | 1,038.39 | .00 | 1,410.92 | 209.52 | .00 | .00 | 1,620.44 |
| 1996 | M & O | .516090 | 369.62 | .00 | 992.34 | .00 | 1,361.96 | 178.33 | .00 | .00 | 1,540.29 |
| | I & S | .083910 | 60.08 | .00 | 161.33 | .00 | 221.41 | .00 | .00 | .00 | 221.41 |
| | TOTAL | .600000 | 429.70 | .00 | 1,153.67 | .00 | 1,583.37 | 178.33 | .00 | .00 | 1,761.70 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1995 | M & O | .510030 | 179.55 | .00 | 551.22 | .00 | 730.77 | 128.95 | .00 | .00 | 859.72 |
| | I & S | .089970 | 31.67 | .00 | 97.23 | .00 | 128.90 | .00 | .00 | .00 | 128.90 |
| | TOTAL | .600000 | 211.22 | .00 | 648.45 | .00 | 859.67 | 128.95 | .00 | .00 | 988.62 |
| 1994 | M & O | .471740 | 166.07 | .00 | 529.76 | .00 | 695.83 | 126.11 | .00 | .00 | 821.94 |
| | I & S | .098260 | 34.59 | .00 | 110.35 | .00 | 144.94 | .00 | .00 | .00 | 144.94 |
| | TOTAL | .570000 | 200.66 | .00 | 640.11 | .00 | 840.77 | 126.11 | .00 | .00 | 966.88 |
| 1993 | M & O | .465440 | 168.35 | .00 | 557.21 | .00 | 725.56 | 133.29 | .00 | .00 | 858.85 |
| | I & S | .104560 | 37.81 | .00 | 125.18 | .00 | 162.99 | .00 | .00 | .00 | 162.99 |
| | TOTAL | .570000 | 206.16 | .00 | 682.39 | .00 | 888.55 | 133.29 | .00 | .00 | 1,021.84 |
| 1992 | M & O | .447640 | 108.22 | .00 | 368.69 | .00 | 476.91 | 87.66 | .00 | .00 | 564.57 |
| | I & S | .112360 | 27.16 | .00 | 92.54 | .00 | 119.70 | .00 | .00 | .00 | 119.70 |
| | TOTAL | .560000 | 135.38 | .00 | 461.23 | .00 | 596.61 | 87.66 | .00 | .00 | 684.27 |
| 1991 | M & O | .464340 | 109.39 | .00 | 388.32 | .00 | 497.71 | 90.04 | .00 | .00 | 587.75 |
| | I & S | .095660 | 22.53 | .00 | 80.00 | .00 | 102.53 | .00 | .00 | .00 | 102.53 |
| | TOTAL | .560000 | 131.92 | .00 | 468.32 | .00 | 600.24 | 90.04 | .00 | .00 | 690.28 |
| 1990 | M & O | .473940 | 117.79 | .00 | 427.80 | .00 | 545.59 | 94.09 | .00 | .00 | 639.68 |
| | I & S | .096060 | 23.88 | .00 | 86.71 | .00 | 110.59 | .00 | .00 | .00 | 110.59 |
| | TOTAL | .570000 | 141.67 | .00 | 514.51 | .00 | 656.18 | 94.09 | .00 | .00 | 750.27 |
| 1989 | M & O | .556640 | 131.18 | .00 | 497.15 | .00 | 628.33 | 113.44 | .00 | .00 | 741.77 |
| | I & S | .113360 | 26.71 | .00 | 101.25 | .00 | 127.96 | .00 | .00 | .00 | 127.96 |
| | TOTAL | .670000 | 157.89 | .00 | 598.40 | .00 | 756.29 | 113.44 | .00 | .00 | 869.73 |
| 1988 | M & O | .575520 | 135.63 | .00 | 530.29 | .00 | 665.92 | 116.29 | .00 | .00 | 782.21 |
| | I & S | .094480 | 22.26 | .00 | 87.06 | .00 | 109.32 | .00 | .00 | .00 | 109.32 |
| | TOTAL | .670000 | 157.89 | .00 | 617.35 | .00 | 775.24 | 116.29 | .00 | .00 | 891.53 |
| 1987 | M & O | .558280 | 131.56 | .00 | 530.20 | .00 | 661.76 | 119.13 | .00 | .00 | 780.89 |
| | I & S | .111720 | 26.33 | .00 | 106.10 | .00 | 132.43 | .00 | .00 | .00 | 132.43 |
| | TOTAL | .670000 | 157.89 | .00 | 636.30 | .00 | 794.19 | 119.13 | .00 | .00 | 913.32 |
| 1986 | M & O | .540080 | 127.27 | .00 | 528.18 | .00 | 655.45 | 121.97 | .00 | .00 | 777.42 |
| | I & S | .129920 | 30.62 | .00 | 127.06 | .00 | 157.68 | .00 | .00 | .00 | 157.68 |
| | TOTAL | .670000 | 157.89 | .00 | 655.24 | .00 | 813.13 | 121.97 | .00 | .00 | 935.10 |
| 1985 | M & O | .519090 | 122.32 | .00 | 522.32 | .00 | 644.64 | 121.08 | .00 | .00 | 765.72 |
| | I & S | .130910 | 30.85 | .00 | 131.72 | .00 | 162.57 | .00 | .00 | .00 | 162.57 |
| | TOTAL | .650000 | 153.17 | .00 | 654.04 | .00 | 807.21 | 121.08 | .00 | .00 | 928.29 |
| 1984 | M & O | .510400 | 67.17 | .00 | 294.88 | .00 | 362.05 | 77.67 | .00 | .00 | 439.72 |
| | I & S | .219600 | 28.90 | .00 | 126.87 | .00 | 155.77 | .00 | .00 | .00 | 155.77 |
| | TOTAL | .730000 | 96.07 | .00 | 421.75 | .00 | 517.82 | 77.67 | .00 | .00 | 595.49 |

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ALL | M & O | | 17,549,202.04 | .00 | 400,418.38 | 898,248.65- | 17,051,371.77 | 152,009.42 | .00 | .00 | 18,101,629.84 |
| ALL | I & S | | 4,576,162.24 | .00 | 82,968.02 | 249,259.35- | 4,409,870.91 | .00 | .00 | .00 | 4,659,130.26 |
| ALL | TOTAL | | 22,125,364.28 | .00 | 483,386.40 | 1,147,508.00- | 21,461,242.68 | 152,009.42 | .00 | .00 | 22,760,760.10 |
| DLQ | M & O | | 637,134.00 | .00 | 189,922.68 | 90,097.12 | 917,153.80 | 107,286.55 | .00 | .00 | 934,343.23 |
| DLQ | I & S | | 87,948.97 | .00 | 27,105.02 | 13,033.10 | 128,087.09 | .00 | .00 | .00 | 115,053.99 |
| DLQ | TOTAL | | 725,082.97 | .00 | 217,027.70 | 103,130.22 | 1,045,240.89 | 107,286.55 | .00 | .00 | 1,049,397.22 |
| CURR | M & O | | 16,912,068.04 | .00 | 210,495.70 | 988,345.77- | 16,134,217.97 | 44,722.87 | .00 | .00 | 17,167,286.61 |
| CURR | I & S | | 4,488,213.27 | .00 | 55,863.00 | 262,292.45- | 4,281,783.82 | .00 | .00 | .00 | 4,544,076.27 |
| CURR | TOTAL | | 21,400,281.31 | .00 | 266,358.70 | 1,250,638.22- | 20,416,001.79 | 44,722.87 | .00 | .00 | 21,711,362.88 |

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 | 26,253 |

| 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- | 21,400,281.31 | 21,400,281.31 | 967,842.63 | 95.67 | 48.23- |
| 2018 | 727,431.42 | 18,199.80- | 18,199.80- | 346,899.63 | 346,899.63 | 362,331.99 | 48.91 | 160.82- |
| 2017 | 330,112.81 | 13,073.60- | 13,073.60- | 87,519.85 | 87,519.85 | 229,519.36 | 27.61 | 160.82- |
| 2016 | 232,755.89 | 1,261.49- | 1,261.49- | 45,677.10 | 45,677.10 | 185,817.30 | 19.73 | 155.99- |
| 2015 | 211,032.27 | 47,356.16- | 47,356.16- | 27,309.72 | 27,309.72 | 136,366.39 | 16.69 | 155.99- |
| 2014 | 129,257.53 | 849.74- | 849.74- | 13,189.15 | 13,189.15 | 115,218.64 | 10.27 | 726.16- |
| 2013 | 97,825.34 | 193.10- | 193.10- | 6,727.16 | 6,727.16 | 90,905.08 | 6.89 | 162.19- |
| 2012 | 94,051.99 | 162.19- | 162.19- | 4,492.29 | 4,492.29 | 89,397.51 | 4.78 | 162.19- |
| 2011 | 85,836.93 | 327.04- | 327.04- | 3,927.87 | 3,927.87 | 81,582.02 | 4.59 | 162.19- |
| 2010 | 82,281.11 | 386.52- | 386.52- | 3,758.13 | 3,758.13 | 78,136.46 | 4.59 | 50.27- |
| 2009 | 79,251.23 | 224.68- | 224.68- | 3,120.04 | 3,120.04 | 75,906.51 | 3.95 | 0.00 |
| 2008 | 63,695.43 | 238.79- | 238.79- | 1,668.72 | 1,668.72 | 61,787.92 | 2.63 | 0.00 |
| 2007 | 57,133.13 | 812.05- | 812.05- | 2,133.25 | 2,133.25 | 54,187.83 | 3.79 | 0.00 |
| 2006 | 53,739.43 | 1,243.07- | 1,243.07- | 2,343.64 | 2,343.64 | 50,152.72 | 4.46 | 0.00 |
| 2005 | 48,478.67 | 1,419.23- | 1,419.23- | 2,914.59 | 2,914.59 | 44,144.85 | 6.19 | 0.00 |
| 2004 | 47,876.31 | 3,554.43- | 3,554.43- | 1,181.48 | 1,181.48 | 43,140.40 | 2.67 | 0.00 |
| 2003 | 39,198.36 | 3,921.46- | 3,921.46- | 1,281.52 | 1,281.52 | 33,995.38 | 3.63 | 0.00 |
| 2002 | 33,960.08 | 1,797.89- | 1,797.89- | 648.16 | 648.16 | 31,514.03 | 2.02 | 0.00 |
| 2001 | 25,340.86 | 1,571.32- | 1,571.32- | 452.55 | 452.55 | 23,316.99 | 1.90 | 0.00 |
| 2000 | 22,184.32 | 930.69- | 930.69- | 647.37 | 647.37 | 20,606.26 | 3.05 | 0.00 |
| 1999 | 17,653.20 | 1,398.53- | 1,398.53- | 984.58 | 984.58 | 15,270.09 | 6.06 | 0.00 |
| 1998 | 77,051.47 | 3,198.07- | 3,198.07- | 3,240.75 | 3,240.75 | 70,612.65 | 4.39 | 0.00 |
| **** | 25,049,656.46 | 227,504.59- | 227,504.59- | 21,960,398.86 | 21,960,398.86 | 2,861,753.01 | | 1,944.85- |

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 | 0 | 0 | 0 | 00.649000 | 23,304.45 | 5 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 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 |

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 | 26,253 |

| 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- | 21,400,281.31 | 21,400,281.31 | 967,842.63 | 95.67 | 48.23- |
| 2018 | 733,394.11 | 858.04- | 858.04- | 364,708.63 | 364,708.63 | 367,827.44 | 49.79 | 160.82- |
| 2017 | 347,367.94 | 974.97 | 974.97 | 117,414.46 | 117,414.46 | 230,928.45 | 33.71 | 160.82- |
| 2016 | 258,146.39 | 12,246.26 | 12,246.26 | 84,575.35 | 84,575.35 | 185,817.30 | 31.28 | 155.99- |
| 2015 | 237,952.75 | 33,016.86- | 33,016.86- | 68,569.50 | 68,569.50 | 136,366.39 | 33.46 | 155.99- |
| 2014 | 150,623.93 | 14,887.64 | 14,887.64 | 50,292.93 | 50,292.93 | 115,218.64 | 30.39 | 726.16- |
| 2013 | 97,825.34 | 193.10- | 193.10- | 6,727.16 | 6,727.16 | 90,905.08 | 6.89 | 162.19- |
| 2012 | 94,051.99 | 162.19- | 162.19- | 4,492.29 | 4,492.29 | 89,397.51 | 4.78 | 162.19- |
| 2011 | 85,836.93 | 327.04- | 327.04- | 3,927.87 | 3,927.87 | 81,582.02 | 4.59 | 162.19- |
| 2010 | 82,281.11 | 386.52- | 386.52- | 3,758.13 | 3,758.13 | 78,136.46 | 4.59 | 50.27- |
| 2009 | 79,251.23 | 224.68- | 224.68- | 3,120.04 | 3,120.04 | 75,906.51 | 3.95 | 0.00 |
| 2008 | 63,695.43 | 238.79- | 238.79- | 1,668.72 | 1,668.72 | 61,787.92 | 2.63 | 0.00 |
| 2007 | 57,133.13 | 812.05- | 812.05- | 2,133.25 | 2,133.25 | 54,187.83 | 3.79 | 0.00 |
| 2006 | 53,739.43 | 1,243.07- | 1,243.07- | 2,343.64 | 2,343.64 | 50,152.72 | 4.46 | 0.00 |
| 2005 | 48,478.67 | 1,419.23- | 1,419.23- | 2,914.59 | 2,914.59 | 44,144.85 | 6.19 | 0.00 |
| 2004 | 47,876.31 | 3,554.43- | 3,554.43- | 1,181.48 | 1,181.48 | 43,140.40 | 2.67 | 0.00 |
| 2003 | 39,198.36 | 3,921.46- | 3,921.46- | 1,281.52 | 1,281.52 | 33,995.38 | 3.63 | 0.00 |
| 2002 | 33,960.08 | 1,797.89- | 1,797.89- | 648.16 | 648.16 | 31,514.03 | 2.02 | 0.00 |
| 2001 | 25,340.86 | 1,571.32- | 1,571.32- | 452.55 | 452.55 | 23,316.99 | 1.90 | 0.00 |
| 2000 | 22,184.32 | 930.69- | 930.69- | 647.37 | 647.37 | 20,606.26 | 3.05 | 0.00 |
| 1999 | 17,653.20 | 1,398.53- | 1,398.53- | 984.58 | 984.58 | 15,270.09 | 6.06 | 0.00 |
| 1998 | 77,051.47 | 3,198.07- | 3,198.07- | 3,240.75 | 3,240.75 | 70,612.65 | 4.39 | 0.00 |
| **** | 25,146,551.66 | 152,529.83- | 152,529.83- | 22,125,364.28 | 22,125,364.28 | 2,868,657.55 | | 1,944.85- |

| ACCOUNT | YEAR | DEPOSIT | LEVY COLLECTED | RENDITION PENALTY | P & I COLLECTED | RENDITION P & I | RENDITION DISCOUNT | APPRAISAL COMMISSION | DISBURSEMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| CURR FOR 0033 CITY OF PHARR | | | 401.97 | 92.73 | 75.41 | 17.51 | 0.00 | 5.52 | 471.86 |
| BY COUNTY 108 | | | 401.97 | 92.73 | 75.41 | 17.51 | 0.00 | 5.52 | 471.86 |
| DELQ FOR 0033 CITY OF PHARR | | | 1,190.83 | 158.34 | 502.63 | 66.24 | 0.00 | 11.24 | 1,682.22 |
| BY COUNTY 108 | | | 1,190.83 | 158.34 | 502.63 | 66.24 | 0.00 | 11.24 | 1,682.22 |
| TOTAL FOR 0033 CITY OF PHARR | | | 1,592.80 | 251.07 | 578.04 | 83.75 | 0.00 | 16.76 | 2,154.08 |
| BY COUNTY 108 | | | 1,592.80 | 251.07 | 578.04 | 83.75 | 0.00 | 16.76 | 2,154.08 |
| CURR FOR 0034 CITY OF PENITAS | | | 105.65 | 22.22 | 20.07 | 4.22 | 0.00 | 1.33 | 124.39 |
| BY COUNTY 108 | | | 105.65 | 22.22 | 20.07 | 4.22 | 0.00 | 1.33 | 124.39 |
| DELQ FOR 0034 CITY OF PENITAS | | | 46.99 | 4.27 | 19.74 | 1.79 | 0.00 | 0.30 | 66.43 |
| BY COUNTY 108 | | | 46.99 | 4.27 | 19.74 | 1.79 | 0.00 | 0.30 | 66.43 |
| TOTAL FOR 0034 CITY OF PENITAS | | | 152.64 | 26.49 | 39.81 | 6.01 | 0.00 | 1.63 | 190.82 |
| BY COUNTY 108 | | | 152.64 | 26.49 | 39.81 | 6.01 | 0.00 | 1.63 | 190.82 |
| CURR FOR 0035 CITY OF LA JOYA | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| DELQ FOR 0035 CITY OF LA JOYA | | | 16.90 | 3.90 | 11.33 | 2.61 | 0.00 | 0.33 | 27.90 |
| BY COUNTY 108 | | | 16.90 | 3.90 | 11.33 | 2.61 | 0.00 | 0.33 | 27.90 |
| TOTAL FOR 0035 CITY OF LA JOYA | | | 16.90 | 3.90 | 11.33 | 2.61 | 0.00 | 0.33 | 27.90 |
| BY COUNTY 108 | | | 16.90 | 3.90 | 11.33 | 2.61 | 0.00 | 0.33 | 27.90 |
| CURR FOR 0037 CITY OF SAN JUAN | | | 396.09 | 38.88 | 75.25 | 7.38 | 0.00 | 2.31 | 469.03 |
| BY COUNTY 108 | | | 396.09 | 38.88 | 75.25 | 7.38 | 0.00 | 2.31 | 469.03 |
| DELQ FOR 0037 CITY OF SAN JUAN | | | 271.69 | 25.66 | 107.64 | 10.09 | 0.00 | 1.79 | 377.54 |
| BY COUNTY 108 | | | 271.69 | 25.66 | 107.64 | 10.09 | 0.00 | 1.79 | 377.54 |
| TOTAL FOR 0037 CITY OF SAN JUAN | | | 667.78 | 64.54 | 182.89 | 17.47 | 0.00 | 4.10 | 846.57 |
| BY COUNTY 108 | | | 667.78 | 64.54 | 182.89 | 17.47 | 0.00 | 4.10 | 846.57 |
| CURR FOR 0040 CITY OF WESLACO | | | 1,770.73 | 153.99 | 336.45 | 29.26 | 0.00 | 9.17 | 2,098.01 |
| BY COUNTY 108 | | | 1,770.73 | 153.99 | 336.45 | 29.26 | 0.00 | 9.17 | 2,098.01 |
| DELQ FOR 0040 CITY OF WESLACO | | | 99.47 | 14.04 | 49.41 | 6.64 | 0.00 | 1.03 | 147.85 |
| BY COUNTY 108 | | | 99.47 | 14.04 | 49.41 | 6.64 | 0.00 | 1.03 | 147.85 |
| TOTAL FOR 0040 CITY OF WESLACO | | | 1,870.20 | 168.03 | 385.86 | 35.90 | 0.00 | 10.20 | 2,245.86 |
| BY COUNTY 108 | | | 1,870.20 | 168.03 | 385.86 | 35.90 | 0.00 | 10.20 | 2,245.86 |
| CURR FOR 0041 EDINBURG CISD | | | 10,990.62 | 2,383.98 | 2,071.20 | 451.41 | 0.00 | 141.77 | 12,920.05 |
| BY COUNTY 108 | | | 10,990.62 | 2,383.98 | 2,071.20 | 451.41 | 0.00 | 141.77 | 12,920.05 |
| DELQ FOR 0041 EDINBURG CISD | | | 1,463.00 | 214.11 | 539.77 | 77.60 | 0.00 | 14.58 | 1,988.19 |
| BY COUNTY 108 | | | 1,463.00 | 214.11 | 539.77 | 77.60 | 0.00 | 14.58 | 1,988.19 |
| TOTAL FOR 0041 EDINBURG CISD | | | 12,453.62 | 2,598.09 | 2,610.97 | 529.01 | 0.00 | 156.35 | 14,908.24 |
| BY COUNTY 108 | | | 12,453.62 | 2,598.09 | 2,610.97 | 529.01 | 0.00 | 156.35 | 14,908.24 |
| CURR FOR 0042 EDCOUCH-ELSA ISD | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| DELQ FOR 0042 EDCOUCH-ELSA ISD | | | 236.68 | 35.64 | 96.88 | 13.18 | 0.00 | 2.44 | 331.12 |
| BY COUNTY 108 | | | 236.68 | 35.64 | 96.88 | 13.18 | 0.00 | 2.44 | 331.12 |
| TOTAL FOR 0042 EDCOUCH-ELSA ISD | | | 236.68 | 35.64 | 96.88 | 13.18 | 0.00 | 2.44 | 331.12 |
| BY COUNTY 108 | | | 236.68 | 35.64 | 96.88 | 13.18 | 0.00 | 2.44 | 331.12 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 4.B.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Submission of Sales Tax Collection Report for September 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 2.86% YTD TRUE GROWTH compared to last Year 2019 and a DECREASE of -2.29% in collected payment compared to last September 2019.

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

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

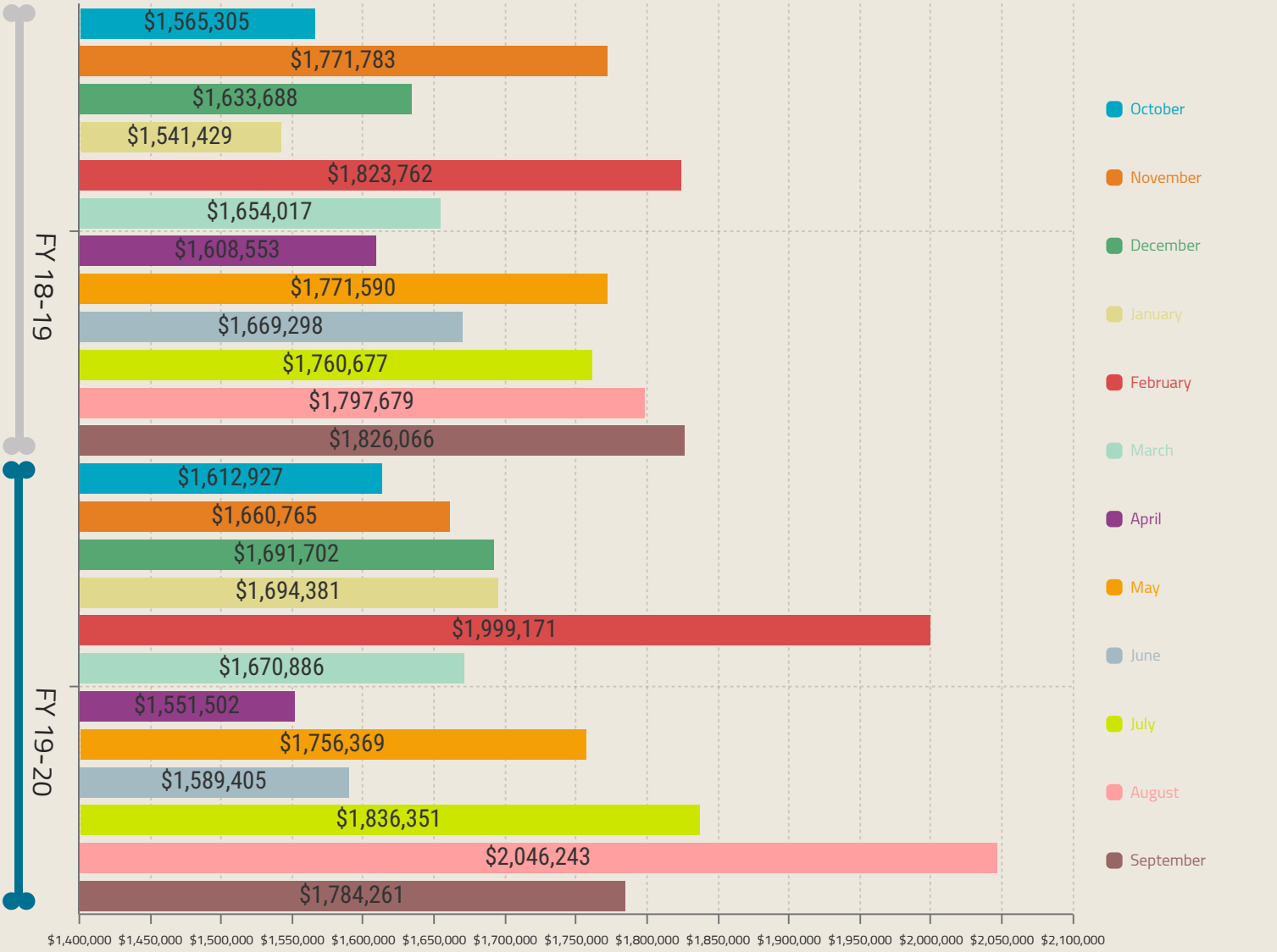
---

**ROUTING:**

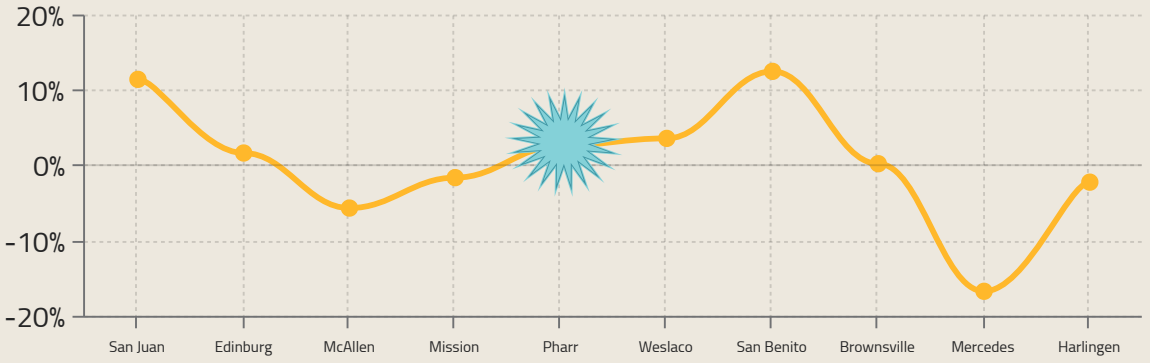
| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Edward Wylie | Final Approval - 9/17/2020 |

# Sales Taxes Collection Snapshot-September 2020

**2.86%** 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 #:** 5.A.
**DATE SUBMITTED:** September 9, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Pilar Rodriguez, Director

**DEPARTMENT**: Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action authorizing the City Manager to advertise for bids for Catastrophic Debris Removal Services and Debris Removal Monitoring Services.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** As part of the City's Emergency Management Plan, the Public Works Department is requesting authorization to advertise for Catastrophic Debris Removal Services and Debris Removal Monitoring Services. These services are utilized to remove debris in the City for catastrophic events such as a hurricane or tornado. The current contract was exercised for Hurricane Hanna in August of 2020 and was utilized to remove green waste and construction/demolition debris generated due to the storm.

The City's current debris removal contract is set to expire on September 30, 2020. The current contract was awarded in 2015 and was a one (1) year contract with the option to exercise four (4) one year extensions.

Additionally, staff is also requesting authorization to advertise for debris removal monitoring services in conjunction with the debris removal services. The monitoring services are required to keep an accurate accountability of the type and quantity of debris that is removed in the event the City desire a reimbursement from the FEMA under a Presidential Disaster Declaration for a particular disaster. (Project No. 1920-01-517-S055-084)

**Financial Consideration:**

**Staff Recommendation:** Based on review by this office, authorization to advertise for

Catastrophic Debris Removal Services and Debris Removal Monitoring Services is recommended.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Pilar Rodriguez | Created/Initiated - 9/9/2020 |
| Pilar Rodriguez | Approved - 9/9/2020 |
| Ignacio Amezcua | Approved - 9/9/2020 |
| Patricia Rigney | Approved - 9/9/2020 |
| Karla Saavedra | Approved - 9/17/2020 |
| Hilda Pedraza | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/17/2020 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.B.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 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:**

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## ROUTING:

Hilda Pedraza Created/Initiated - 9/16/2020

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.B.1.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Campero Holdings Company, LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 6.95-acre tract of land, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.The property is physically located within the 800-900 Block of West Anaya Road. **COZ#200835**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Campero Holdings Company, LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). **COZ#200835**

**Financial Consideration:**

**Staff Recommendation:** Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I)as the property meets area requirements, has adequate ingress and egress and is consistent with the Future Land Use Plan. The zoning change would allow for reasonable use of the property, it will promote compatibility with both adjacent and nearby uses and will not have a detrimental impact to the neighborhood character. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I)subject to staff's recommendations.

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 9/16/2020 |
| Rita Galvan | Approved - 9/16/2020 |
| Melanie Cano | Approved - 9/16/2020 |
| City Management Office | Final Approval - 9/17/2020 |

Pharr
Development Services

# STANDARDIZED RECOMMENDATION FORM

**MEETING DATE:** September 21, 2020

**ROUTE TO BOARD:**

☒ **CITY COMMISSION** **AGENDA ITEM:** COZ:#200835

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** August 14, 2020

1. **Applicant:** Campero Holdings Company, LLC, owners.

2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I).

3. **Nature / Intent of Request:** In order to develop and construct a warehouse for industrial use on said property.

4. **Routing to Staff:**

| | | | | |
|---|---|---|---|---|
| A. Melanie Cano, Director | MC Initials | 9/14/2020 Date | ☒ Approval | ☐ Denial |
| B. Planning Staff Recommendations | Initials | Date | ☒ Approval | ☐ Denial |
| C. Planning and Zoning Commission | Initials | 09/14/2020 Date | ☒ Approval | ☐ Denial |
| D. City Attorney | Initials | Date | ☐ Approval | ☐ Denial |
| E. City Manager | Initials | Date | ☐ Approval | ☐ Denial |

Pharr
Development Services

# MEMORANDUM

**DATE:** MONDAY, SEPTEMBER 21, 2020

**TO:** MAYOR AND CITY COMMISSION

**FROM:** DEVELOPMENT SERVICES

**THROUGH:** EDWARD WYLIE, INTERIM CITY MANAGER

**SUBJECT:** **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I): Being a 6.95-acre tract of land, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800-900 Block of West Anaya Road.**

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

**DESCRIPTION OF PROPERTY:**

Campero Holdings Company, LLC, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) in order to develop and construct a warehouse for industrial use on said property.

The subject site is located on the north side of West Anaya Road and physically located within the 800-900 Block of West Anaya Road. The property is legally described as being a 6.95-acre tract of land, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Anaya Road, an 80' major collector with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The property to the north is zoned Agricultural and/or Open Space District (A-O). The property to the south was zoned to Limited Industrial District on February 18, 2003. On October 16, 2017 the properties to the east and west were zoned to Limited Industrial District (L-I). There has been no other zoning request within the general vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

The Limited Industrial District is intended for industrial parks and larger, cleaner types of industries. The manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and no external effects such as excessive noise or odor should extend beyond the property lines. The sites for such uses are typically a minimum of two acres and average five to ten acres, with a significant amount of land dedicated to landscaping.

Three (3) letters were mailed out to the surrounding property owner and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress and is consistent with the Future Land Use Plan. The zoning change would allow for reasonable use of the property, it will promote compatibility with both adjacent and nearby uses and will not have a detrimental impact to the neighborhood character. If approved, the owner must comply with all City Ordinances and City Department requirements.

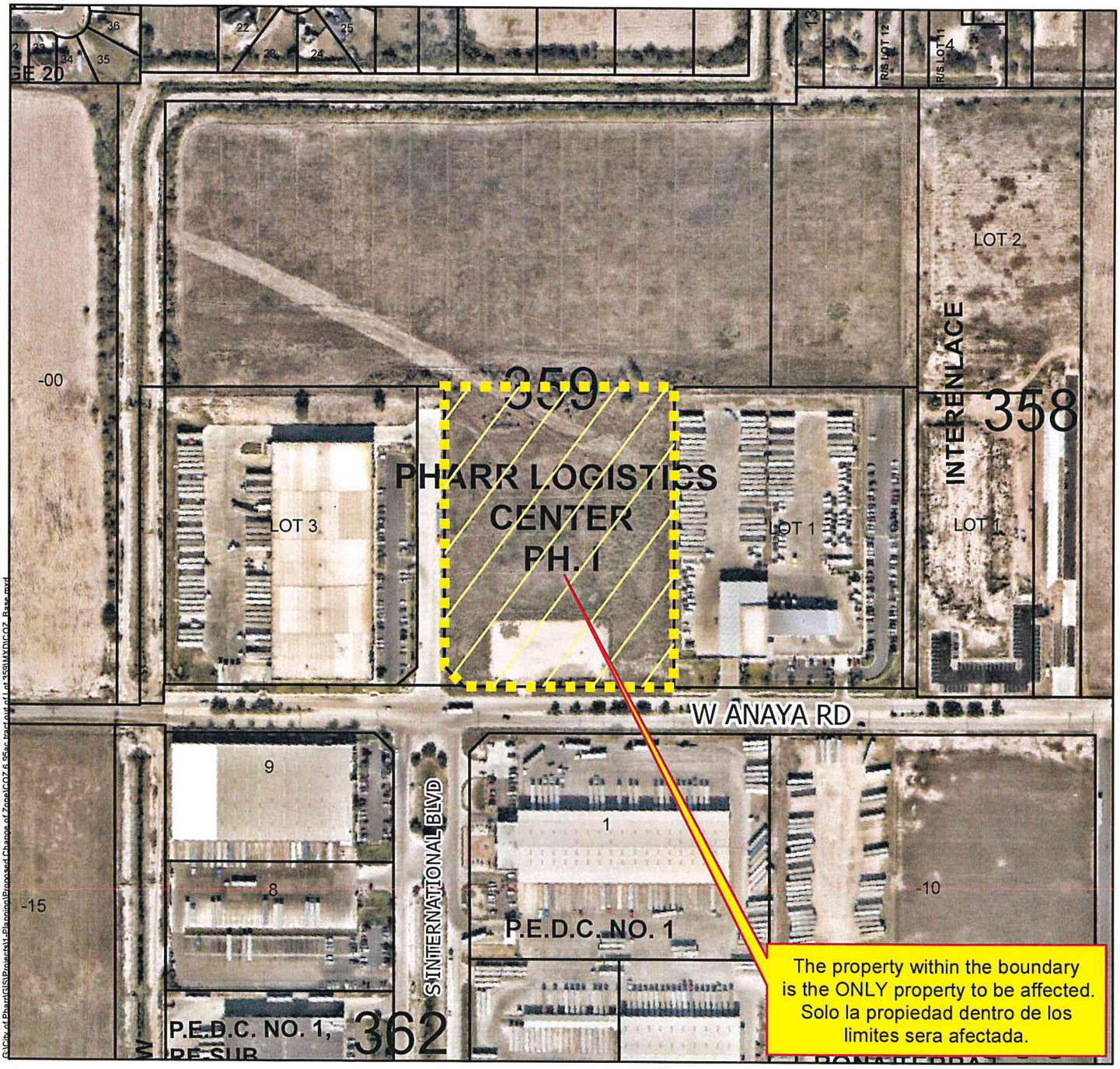
The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) subject to staff's recommendations.

**CITY COMMISSION OPTIONS:**

1. **Approve the rezoning request;**
2. **Table the item for: a) consideration by the full board;**
   **b) additional information;**
   **c) additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**

Proposed Change of Zone
6.95ac out of Lot 359
Adolfo Campero

Pharr Engineering

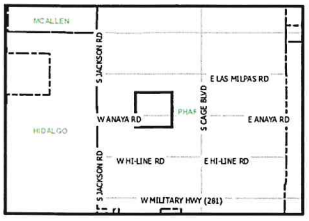



- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial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

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

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



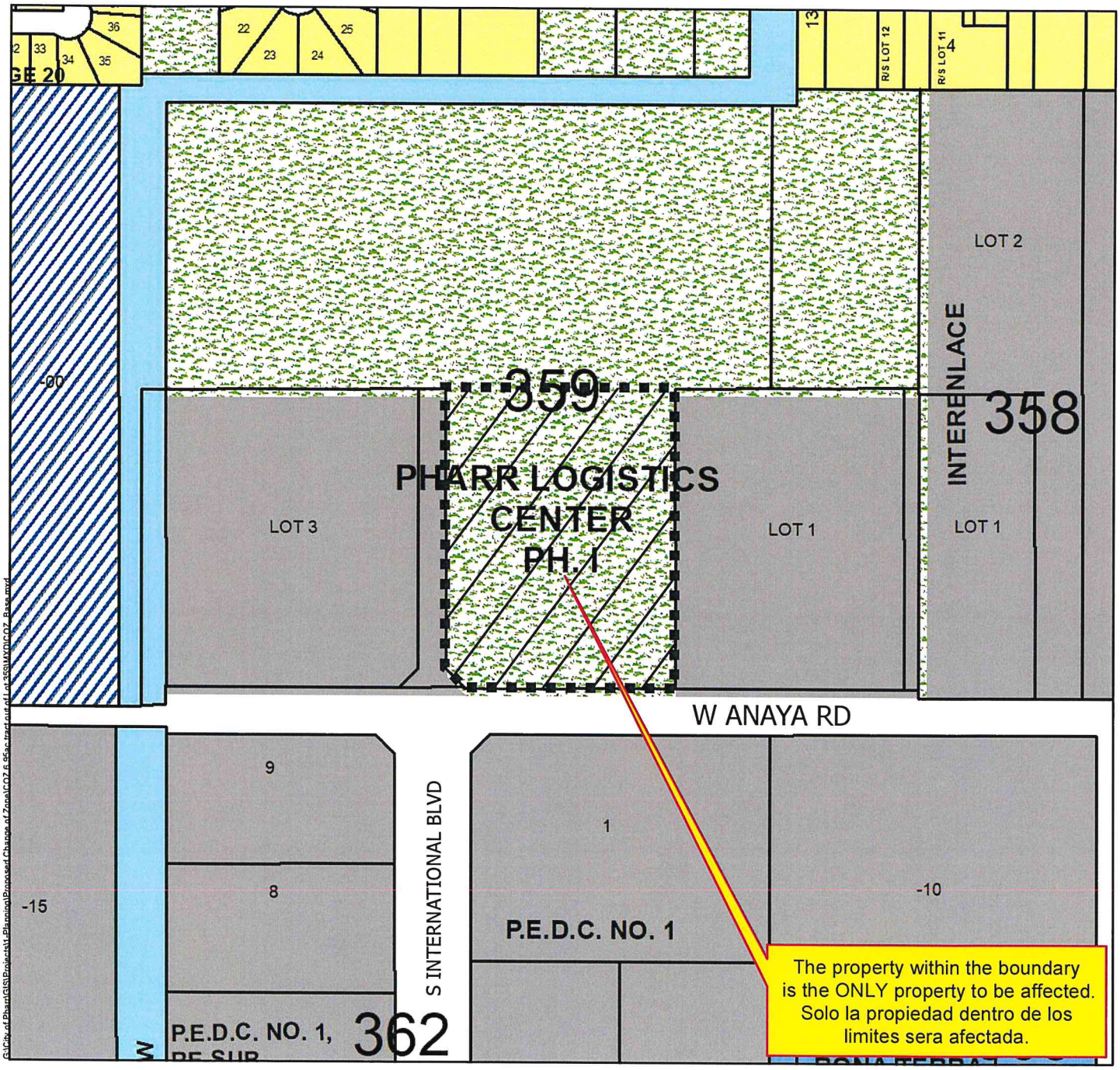

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/21/2020

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ 6.95ac tract out of 359\MXD\COZ_Base.mxd

Proposed Change of Zone
6.95ac out of Lot 359
Adolfo Campero

Pharr Engineering

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

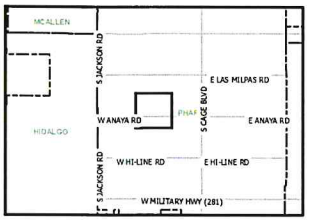

City of Pharr, Texas
Engineering Department
956.402.4242

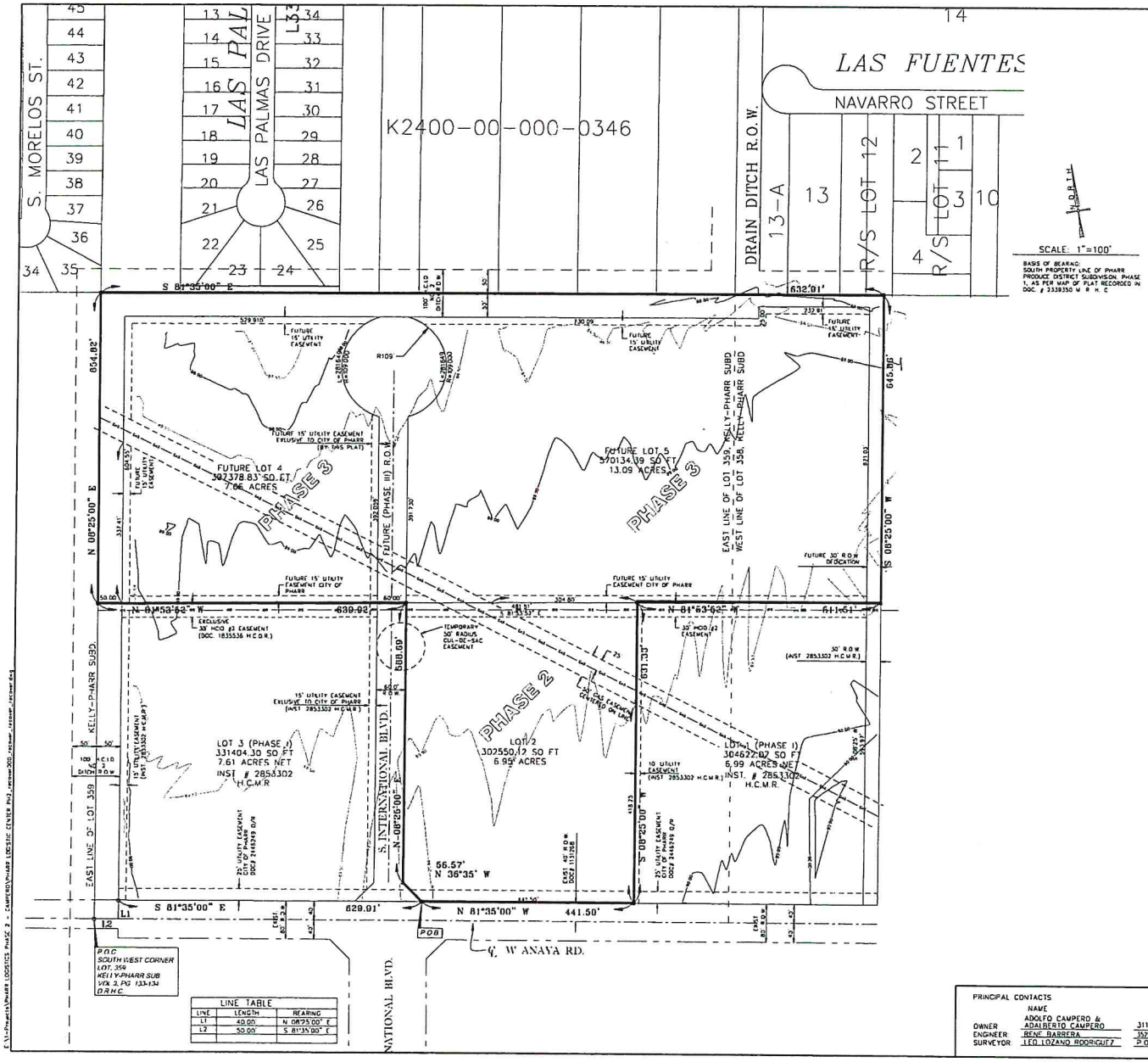

Date: 8/21/2020

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet


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




MASTER SUBDIVISION PLAT OF

# PHARR LOGISTIC CENTER

A 31.31 ACRE TRACT OF LAND BEING 26.67 AC. OUT OF LOT 359 AND 4.64 AC. OUT OF LOT 358 , KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS:

A 31.31 ACRE TRACT OF LAND BEING 26.67 ACRES OUT OF LOT 359 AND 4.64 ACRES OUT OF LOT 358, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 31.31 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS.

COMMENCING; AT THE SOUTHWEST CORNER OF LOT 359 KELLY-PHARR SUBDIVISION AS RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY TEXAS, SAID POINT BEING ON THE CENTER LINE OF ANAYA RD AND THE CENTER LINE OF A 100.00 FOOT RIGHT OF WAY EASEMENT OF HIDALGO COUNTY IRRIGATION DISTRICT No 2 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81°35'00" EAST A DISTANCE OF 50.00 FEET WITH THE SOUTH LINE OF SAID LOT 359, AND THE CENTER LINE OF SAID ANAYA ROAD; THENCE, NORTH 08°25'00" EAST, A DISTANCE OF 40.00 FEET WITH THE EAST RIGHT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, TO A POINT ON THE NORTH LINE OF SAID ANAYA ROAD; THENCE, SOUTH 81°35'00" EAST, A DISTANCE OF 629.91 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID ANAYA ROAD TO A HALF INCH IRON ROD FOUND FOR THE POINT OF BEGINNING,

THENCE, NORTH 36°35' WEST, AT 56.67 FEET ALONG A CORNER CLIP OF S. INTERNATIONAL BLVD. RIGHT OF WAY, TO A HALF INCH IRON ROD FOUND FOR AN OUTER CORNER OF THIS TRACT OF LAND,

THENCE, NORTH 08°25'00" EAST, ALONG THE EAST RIGHT OF WAY OF SAID S. INTERNATIONAL BLVD., AT 588.69 FEET TO A POINT FOR AN INNER CORNER OF THIS TRACT OF LAND,

THENCE, NORTH 81°35'52" WEST, AT 80.00 FEET PASS THE WEST RIGHT OF WAY LINE OF SAID S. INTERNATIONAL BLVD. AT 588.92 FEET PASS THE EAST RIGHT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, A TOTAL DISTANCE OF 632.92 FEET TO THE WEST LINE OF SAID LOT 359 FOR A POINT FOR THE AN OUTER CORNER OF THIS TRACT OF LAND

THENCE, NORTH 08°25'00" EAST, ALONG THE SAID WEST LINE OF LOT 359, A DISTANCE OF 654.82 FEET TO THE NORTHWEST CORNER OF THIS TRACT OF LAND,

THENCE, SOUTH 81°35'00" EAST, ALONG THE NORTH LINE OF SAID LOT 358, AT 1320.00 FEET PASS THE EAST LINE OF SAID LOT 359, A TOTAL DISTANCE OF 1632.91 FEET TO THE NORTHEAST CORNER OF THIS TRACT OF LAND,

THENCE, SOUTH 08°25'00" WEST, PARALLEL TO THE EAST LINE OF SAID LOT 359 A DISTANCE OF 845.88 FEET TO AN OUTER CORNER OF THIS TRACT OF LAND,

THENCE, N 81°35'52" WEST, A DISTANCE OF 311.31 FEET TO AN INNER CORNER OF THIS TRACT OF LAND,

THENCE, SOUTH 08°25'00" WEST, A DISTANCE OF 631.33 FEET TO THE NORTH LINE OF SAID ANAYA ROAD ALSO BEING THE SOUTHEAST CORNER OF THIS TRACT OF LAND,

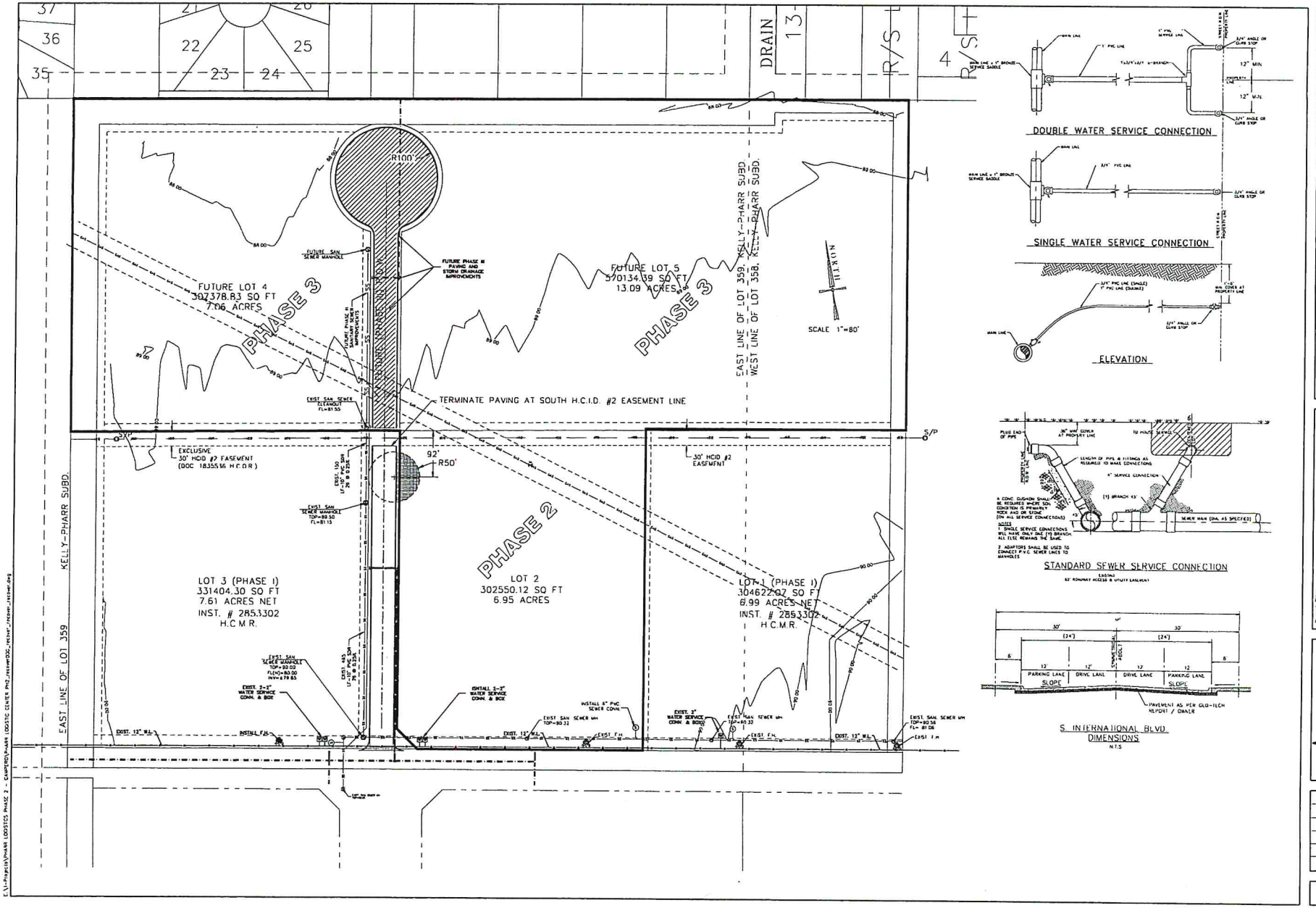
THENCE, NORTH 81°35'00" WEST, ALONG THE NORTH RIGHT OF WAY OF SAID ANAYA ROAD A DISTANCE OF 441.50 FEET TO THE POINT OF BEGINNING CONTAINING 31.31 ACRES OF LAND MORE OR LESS


PRINCIPAL CONTACTS

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER | ADOLFO CAMPERO & ADALBERTO CAMPERO | 311 LATOUR CT | LAREDO, TX 78041 | 956-796-0330 | 956-796-0399 |
| ENGINEER: | RENE BARRERA | 3525 W FREDDY GONZALEZ AVE | EDINBURG, TX 78539 | 956-687-3355 | 956-992-8801 |
| SURVEYOR: | LEO LOZANO RODRIGUEZ | P.O. BOX 1830 | EDINBURG, TX 78540 | | |

BG ENGINEERING CONSULTING CIVIL ENGINEERS

FIRM # 6435
3525 W. FREDDY GONZALEZ SUITE B2
EDINBURG, TX 78539
956-687-3355
956-992-8801 (FAX)







DOUBLE WATER SERVICE CONNECTION




SINGLE WATER SERVICE CONNECTION




ELEVATION




STANDARD SEWER SERVICE CONNECTION




S. INTERNATIONAL BLVD.
DIMENSIONS
N.T.S.

BIG ENGINEERING
3525 W FREDDY GONZALEZ
STE. B2
EDINBURG, TX 78539
T: 956.687.3355
F: 956.992.8601
FIRM NO 8435

Sheet Title: WATER AND SEWER SYSTEM LAYOUT

Project Title: PHARR LOGISTIC CENTER PHASE II PHARR, TEXAS

STATE OF TEXAS
RENE BARRERA
86862
LICENSED PROFESSIONAL ENGINEER

Rene Barrera
Licensed Professional Engineer. # 86862

| | |
|---|---|
| Date | |
| Scale | 1"=80' |
| Designed By | R.B. |
| Drawn By | E.S. |
| Checked By | R.B. |
| Project No. | |

Sheet of

E:\LL-Projects\PHARR LOGISTICS PHASE 2 - CLIENTES\PHARR LOGISTIC CENTER PH2_revised\DGN_revised_revised_revised.dwg

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.B.2.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6400 South Cage Boulevard, Suites A & B. **CUP#110757**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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#110757**

**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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 9/16/2020 |
| Rita Galvan | Approved - 9/16/2020 |
| Melanie Cano | Approved - 9/16/2020 |
| City Management Office | Final Approval - 9/17/2020 |

Executive Summary Letter

September 21, 2020

Conditional Use Permit **Renewal** for ABC – Villa del Mar Restaurant

Background:

Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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 Villa del Mar Restaurant.

The property is located at 6400 South Cage Boulevard, Suites A & B. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the 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.

Microsoft Word: PharrCPD on Cpdserver\Admin\MyFiles\CUPs\Renewal- VilladelMarRestaurant_VIGA_Villarreal

Pharr
Development Services

# MEMORANDUM

**DATE:** MONDAY, SEPTEMBER 21, 2020

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** EDWARD WYLIE, INTERIM CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#110757** (VILLA DEL MAR RESTAURANT)

**GENERAL INFORMATION:**

**APPLICANT:** Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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:** Being Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 6400 South Cage Boulevard, Suites A & B.

**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, east and south, Single-Family Residential District (R-1) to the north and Medium Density Multi-Family Residential District (R-3) to the west. The area is generally designated for commercial use in the Land Use Plan.

**COMMENTS:**

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

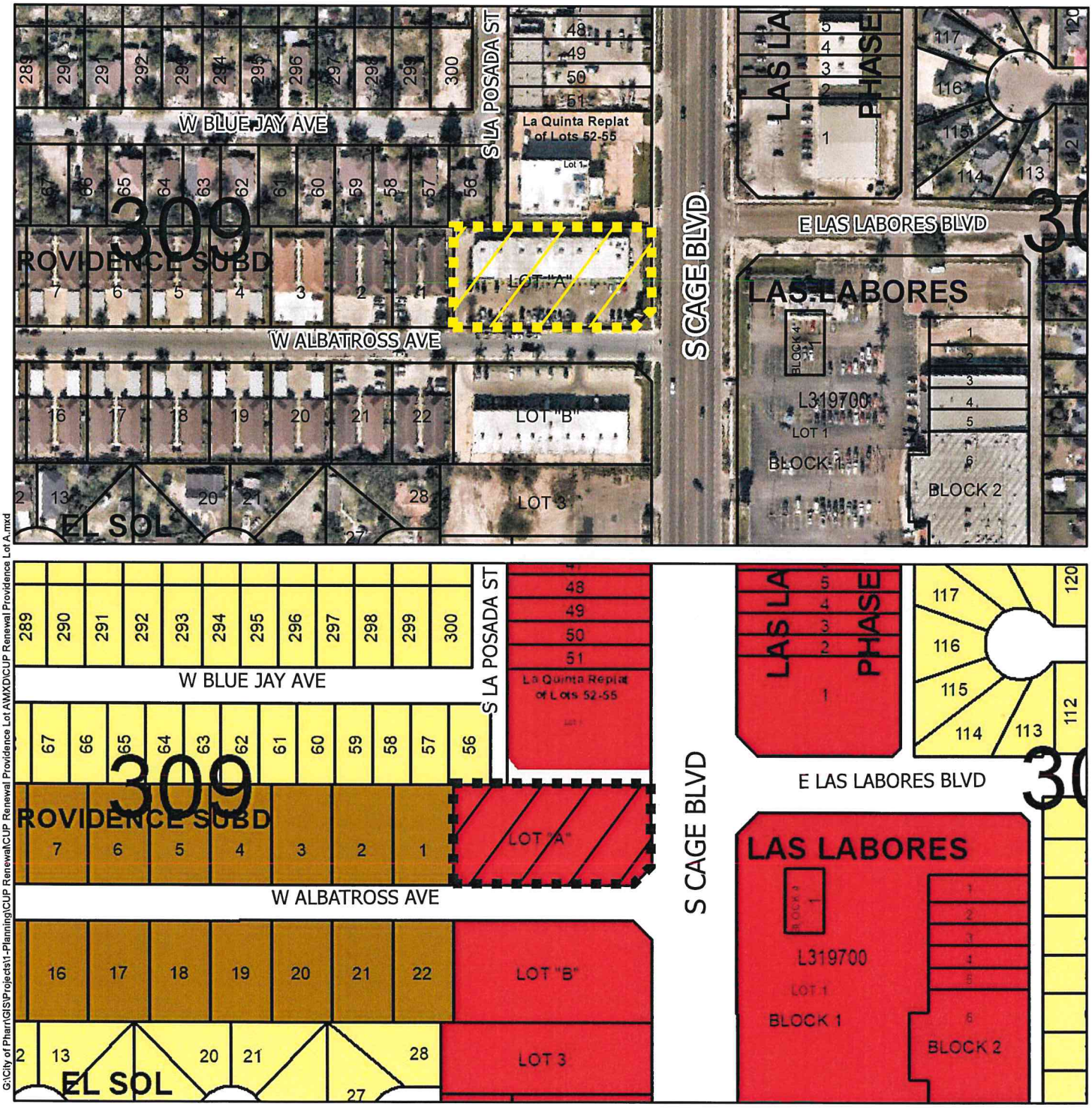
**FIRE DEPARTMENT:** Recommends approval of the Conditional Use Permit.

| | |
|---|---|
| **CODE COMPLIANCE DIVISION:** | Recommends approval of the Conditional Use Permit. |
| **HEALTH DIVISION:** | Recommends approval of the Conditional Use Permit. |
| **PLANNING DEPARTMENT:** | Recommends approval of the Conditional Use Permit. |

**DEVELOPMENT SERVICES RECOMMENDATIONS:** Development Services 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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
Providence Lot A
Villa del Mar Restaurant

Pharr Engineering




Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 8/19/2020

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.C.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 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 - 9/16/2020

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.C.1.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting final plat approval of the proposed Fox Subdivision. The property is legally described as being a 3.32 acre tract of land out of the north 10.0 acres of Lot 7, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of South Jackson Road. **SUB#190515**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting final plat approval of the proposed Fox Subdivision. **SUB#190515**

**Financial Consideration:**

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

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

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 9/17/2020 |
| Melanie Cano | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/17/2020 |

Pharr
Development Services

# MEMORANDUM

**DATE:** MONDAY, SEPTEMBER 21, 2020

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** EDWARD WYLIE, INTERIM CITY MANAGER

**SUBJECT:** FOX SUBDIVISION
FILE NO. **SUB#190515**

## GENERAL INFORMATION:

**APPLICANT:** Spoor Engineering Consultants, Inc., representing W.D. Moschel, Owner, is requesting final plat approval of the proposed Fox Subdivision.

**LEGAL DESCRIPTION:** The property is legally described as being a 3.32 acre tract of land out of the north 10.0 acres of Lot 7, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is located within the 1500 Block of South Jackson Road.

**ZONING:** The property is currently zoned General Business District (C). The adjacent zones are General Business District (C) and Medium Density Multi-family District (R-3) to the north, Agricultural Open Space District (A-O) to the east and south and city limits to the west. The property is designated for commercial and single family use in the Land Use Plan.

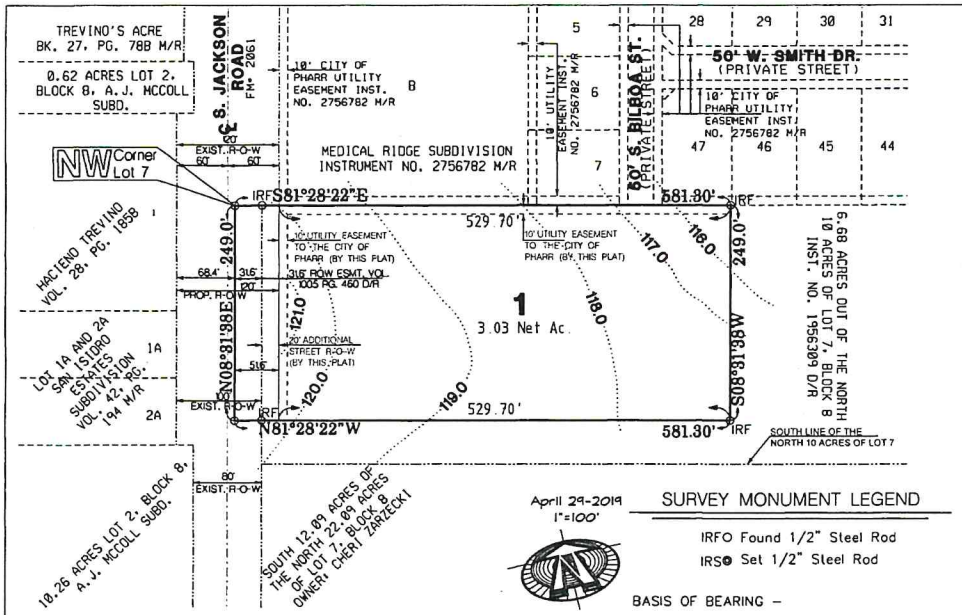
**PROPERTY PROPOSED USE:** Indoor school for soccer.

**VARIANCES:** None requested.

**RECOMMENDATIONS:** Development Services recommends final plat approval of the proposed Fox 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 approval of the proposed Fox Subdivision. |




April 29-2019
1"=100'

SURVEY MONUMENT LEGEND

IRFO Found 1/2" Steel Rod

IRS● Set 1/2" Steel Rod

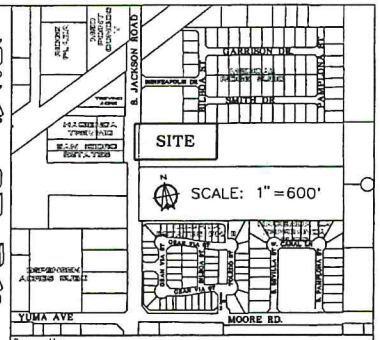
BASIS OF BEARING –

# MAP OF FOX SUBDIVISION

*City of Pharr, Texas*

BEING A SUBDIVISION OF A 3.32 ACRE TRACT OF LAND OUT OF THE NORTH 10.0 ACRES OF LOT 7, BLOCK 8, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 21, PAGE 597, DEED RECORDS, HIDALGO COUNTY, TEXAS

LOCATION MAP




Prepared by:
*Spoor Engineering Consultants, Inc.*
Consulting Engineers - Civil Land Planning
FIRM # F-6003
202 South 4th, Street McALLEN, TEXAS 78501
SEC@spooreng.com (956) 683 1000

## NOTES:

1. MIN. FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT.
2. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH CITY OF PHARR ZONING ORDINANCE.
3. THIS PROPERTY FALLS IN ZONE " C " OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, REVISED NOV. 16, 1982. ZONE C IS DESCRIBED AS AREAS OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500 YEAR FLOOD LEVEL. ZONE C MAY HAVE PONDING AND LOCAL DRAINAGE PROBLEMS THAT DONT WARRANT A DETAILED STUDY OR DESIGNATION AS BASE FLOODPLAIN
4. 5.0' SIDEWALK WITH ADA RAMPS AND LANDINGS IS REQUIRED ALONG S. JACKSON ROAD AND SHALL BE CONSTRUCTED BY THE OWNER AT OWNERS EXPENSE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT. TEXAS ACCESSABILITY COMPLIANT WHEELCHAIR RAMPS & LANDINGS SHALL BE REQUIRED AT THE SUBDIVISION PHASE.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY, THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.28 ACRES AND A VOLUME OF 0.33 Ac. Ft. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS DEVELOPMENT.
6. NO STRUCTURAL IMPROVEMENTS WILL BE ALLOWED ON EASEMENTS OF ANY KIND.
7. UNLESS OTHERWISE NOTED, ALL PROPERTY CORNERS ARE MONUMENTED BY A 1/2" DIAMETER BY 18" LONG STEEL ROD.
8. CITY OF PHARR BENCHMARK, MONUMENT No. 41, SET BY J.E. SAENZ AND ASSOCIATES, INC., LOCATED SOUTH SIDE OF SAM HOUSTON AVE., 1/4 MILE EAST OF JACKSON ROAD NORTHING=16594557.838 EASTING=1082341.543 ELEVATION=112.70
9. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT T.P.D.E.S.
10. LANDSCAPING IS REQUIRED AS IN ACCORDANCE WITH CITY OF PHARR ORDINANCE.
11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
12. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
14. OWNERS ARE TO MAINTAIN RIGHT OF WAY AND PERIMETER OF SUBDIVISION.

## METES & BOUNDS

BEING A SUBDIVISION OF A 3.32 ACRE TRACT OF LAND OUT OF THE NORTH 10.0 ACRES OF LOT 7, BLOCK 8, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 21, PAGE 597, DEED RECORDS, HIDALGO COUNTY, TEXAS, CONTAINING 3.32 ACRES OF LAND, MORE OR LESS.

BEGINNING at the Northwest corner of Lot 7, for the Northwest corner of the following described tract of land, said point being in South Jackson Road (FM- 2061);

THENCE, with the North line of Lot 7, South 81 Deg. 28 Min. 22 Sec. East, at 316 feet pass a ½ inch steel rod found on the East line of South Jackson Road, and at 581.30 feet a ½ inch steel rod found for the Northeast corner hereof;

THENCE, parallel to the West line of Lot 7, South 08 Deg. 31 Min. 38 Sec. West, 249.0 feet to a ½ inch steel rod found for the southeast corner hereof;

THENCE, parallel to the North line of Lot 7, North 81 Deg. 28 Min. 22 Sec. West, at 549.70 feet pass a ½ inch steel rod found on the east line of South Jackson Road, and at 581.30 feet, a point on the West line of Lot 7, for the Southwest corner hereof;

THENCE, with the West line of Lot 7, in South Jackson Road, North 08 Deg. 31 Min. 38 Sec. East, 249.0 feet to the POINT OF BEGINNING, containing 3.32 acres of land, more or less.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No.2 ON THIS_____DAY OF_____, A.D. 2019

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAY OR EASEMENTS

_____
SECRETARY

_____
PRESIDENT

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS FOX SUBDIVISION , TO THE CITY PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES CONSIDERATION THERE IN EXPRESSED.

_____
W.D. MOSCHEL
P.O. BOX 2914
McALLEN, TEXAS 78502

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED W.D. MOSCHEL , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____, 2019.

_____
NOTARY PUBLIC

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____
DANNY WYLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR # 5242 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ DATE
PABLO (PAUL) PENA III
REGISTERED PROFESSIONAL LAND SURVEYOR
1001 WHITEWING AVE.
McALLEN, TEXAS 78501
TBPLS FIRM # 1008720

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, STEPHEN SPOOR, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE.

STEPHEN SPOOR 56752 REGISTERED PROFESSIONAL ENGINEER

06-11-19

_____
STEPHEN SPOOR, P. E. REGISTRATION No. 56752

I, THE UNDERSIGNED MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHERE IN MY APPROVAL IS REQUIRED.

_____ _____
AMBROSIO HERNANDEZ MAYOR, CITY OF PHARR DATE ATTEST: CITY CLERK

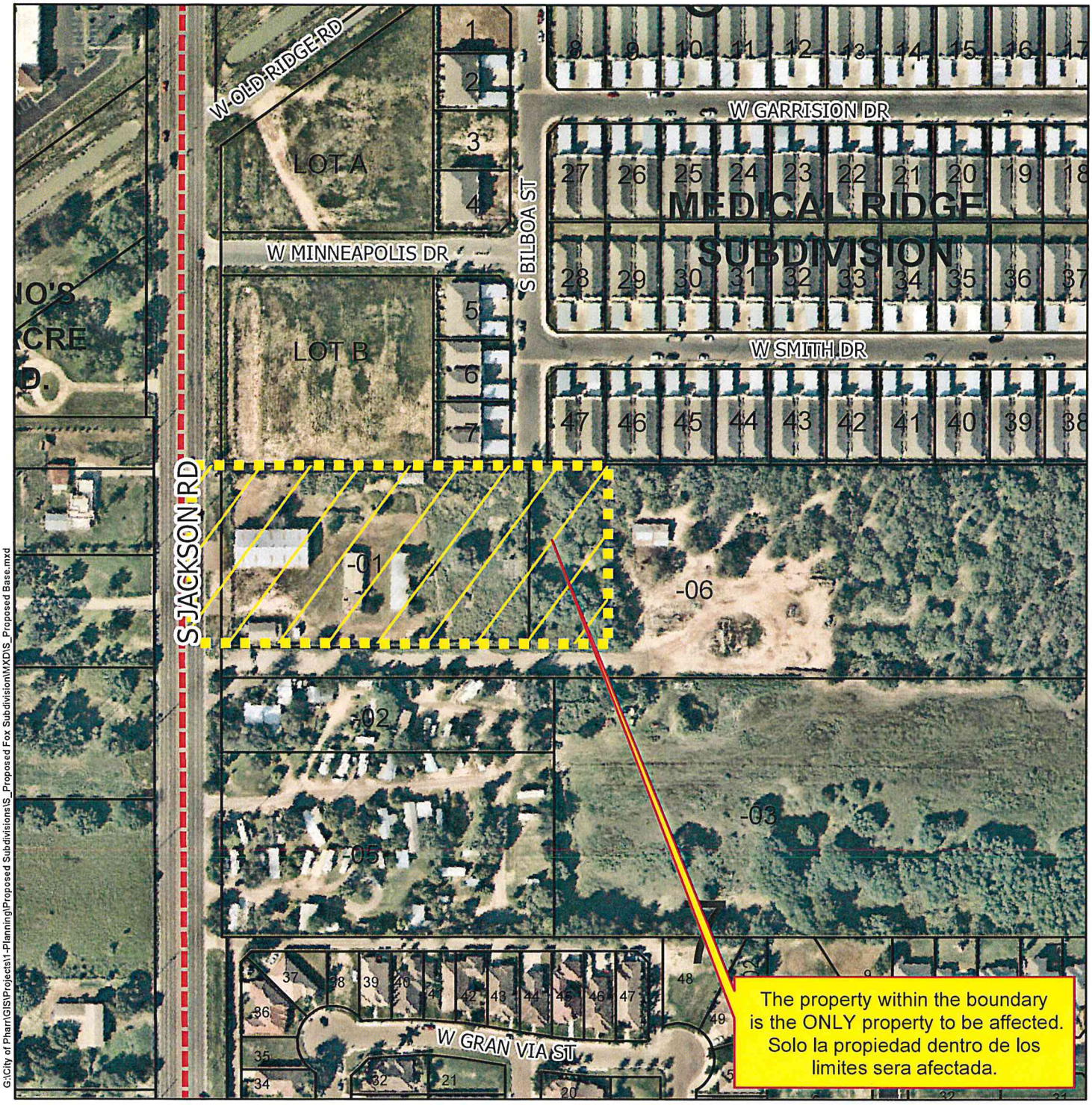
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

Proposed Subdivision
Fox Subdivision
Spoor Engineering Consultants Inc

Pharr Engineering

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- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
- High Density Multi-Family
- 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

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

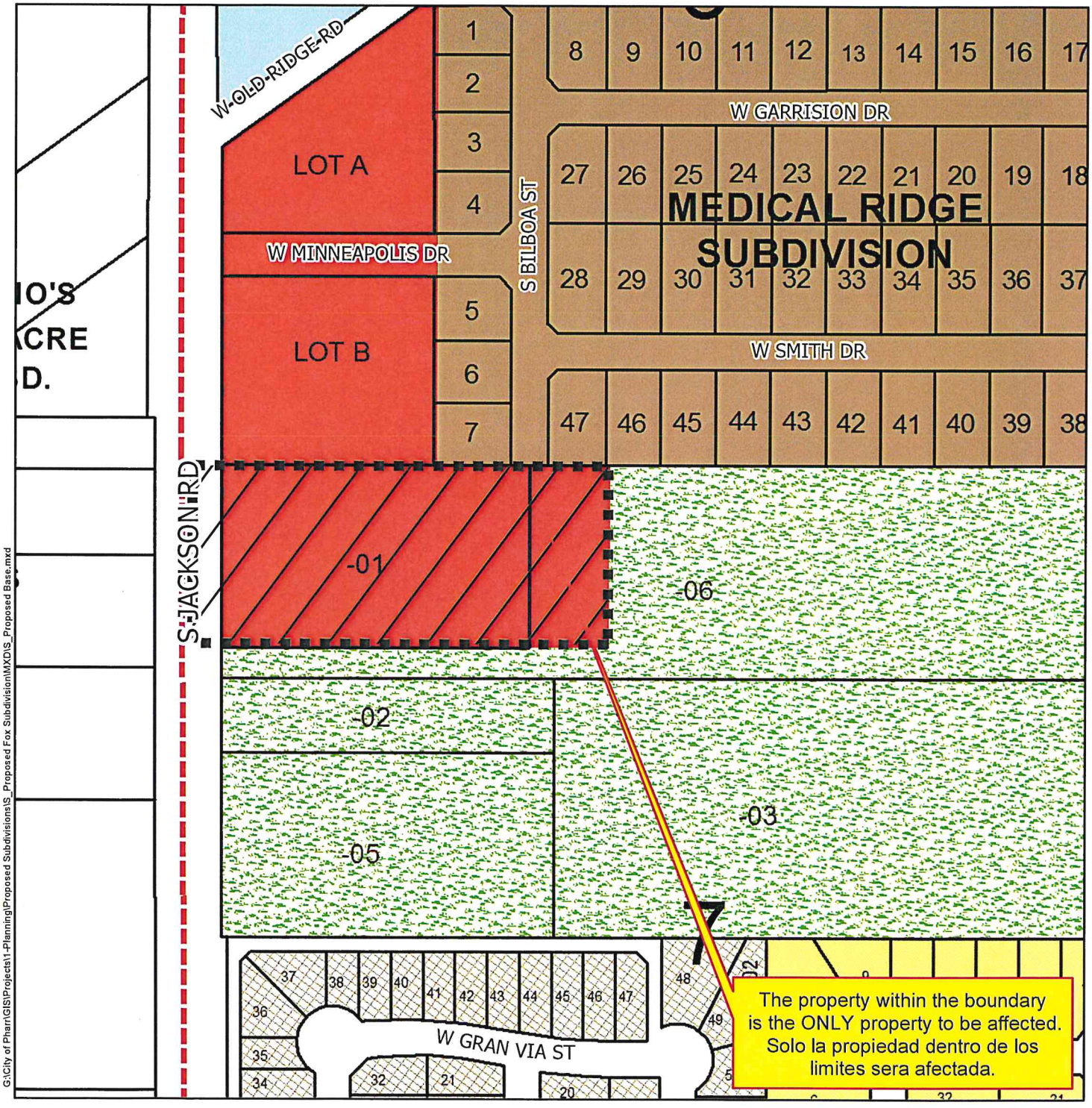
N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 6/20/2019

Proposed Subdivision
Fox Subdivision
Spoor Engineering Consultants Inc

Pharr Engineering

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Valley View ISD
Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N
W E
S

Date: 6/20/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.C.2.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Spoor Engineering Consultants, Inc., representing William Schnakenburg, Member of East Nolana Partners, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Veterans Centre Subdivision. The property is legally described as being a 2.95 acre tract of land out of a 4.80 acre tract of land out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1500 Block of East Nolana Loop. **SUB#200927**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Spoor Engineering Consultants, Inc., representing William Schnakenburg, Member of East Nolana Partners, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Veterans Centre Subdivision. **SUB#200927**

**Financial Consideration:**

**Staff Recommendation:** Development Services recommends final plat approval of the proposed Veterans Centre Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Veterans Centre Subdivision.

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 9/16/2020 |
| Rita Galvan | Approved - 9/16/2020 |
| Melanie Cano | Approved - 9/16/2020 |

City Management Office Final Approval - 9/17/2020

Pharr
Development Services

# MEMORANDUM

**DATE:** MONDAY, SEPTEMBER 21, 2020

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** EDWARD WYLIE, INTERIM CITY MANAGER

**SUBJECT:** VETERANS CENTRE SUBDIVISION
FILE NO. **SUB#200927**

## GENERAL INFORMATION:

**APPLICANT:** Spoor Engineering Consultants, Inc., representing William Schnakenburg, Member of East Nolana Partners, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Veterans Centre Subdivision.

**LEGAL DESCRIPTION:** The property is legally described as being a 2.95 acre tract of land out of a 4.80 acre tract of land out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is located within the 1500 Block of East Nolana Loop.

**ZONING:** The property is currently zoned General Business District (C). The adjacent zones are General Business District (C) to the north, south and west and city limits to the east. The property is designated for commercial use in the Land Use Plan.

**PROPERTY PROPOSED USE:** Retail.

**VARIANCES:** None requested.

**RECOMMENDATIONS:** Development Services recommends final plat approval of the proposed Veterans Centre Subdivision subject to the following conditions:

| | |
|---|---|
| **STREETS, PAVING AND R.O.W.:** | 1. Streetlight detail plans to be included at building permit stage. |
| **EASEMENTS:** | 1. Provide landscaping easements as follows: along N. Veterans Blvd. provide a 5' easement after N.A.W.S.C. easement and on E. Nolana Loop provide a 15' easement.<br>2. Verify all irrigation lines and easements with H.C.I.D. #2 office. |
| **SIDEWALK/ADA:** | 1. Sidewalk detail to be submitted at building permit stage.<br>2. As per City Standards. |
| **FIRE PROTECTION:** | 1. See attached comments. |
| **WATER:** | 1. North Alamo water supply corporation area.<br>2. Project engineer to provide comments from N.A.W.S.C. |
| **SEWER:** | 1. Extend 8" PVC casing to cross west to sewer line.<br>2. Stub out going north to easement line; must add A & B details to profile on as-builts.<br>3. See attached comments.<br>4. Follow City of Pharr Construction Standards Manual. |
| **DRAINAGE:** | 1. All drainage construction shall comply with City of Pharr standards. |
| **OTHER:** | 1. Provide surveyors seal and signature.<br>2. Plat easements shall be drawn to scale or plat will not be recorded.<br>3. Need to obtain crossing permit from H.C.I.D. #2, provide copy to city. |
| **PLANNING AND ZONING COMMISSION:** | The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Veterans Centre Subdivision. |

# MAP OF VETERANS CENTRE SUBDIVISION

City of Pharr, Texas

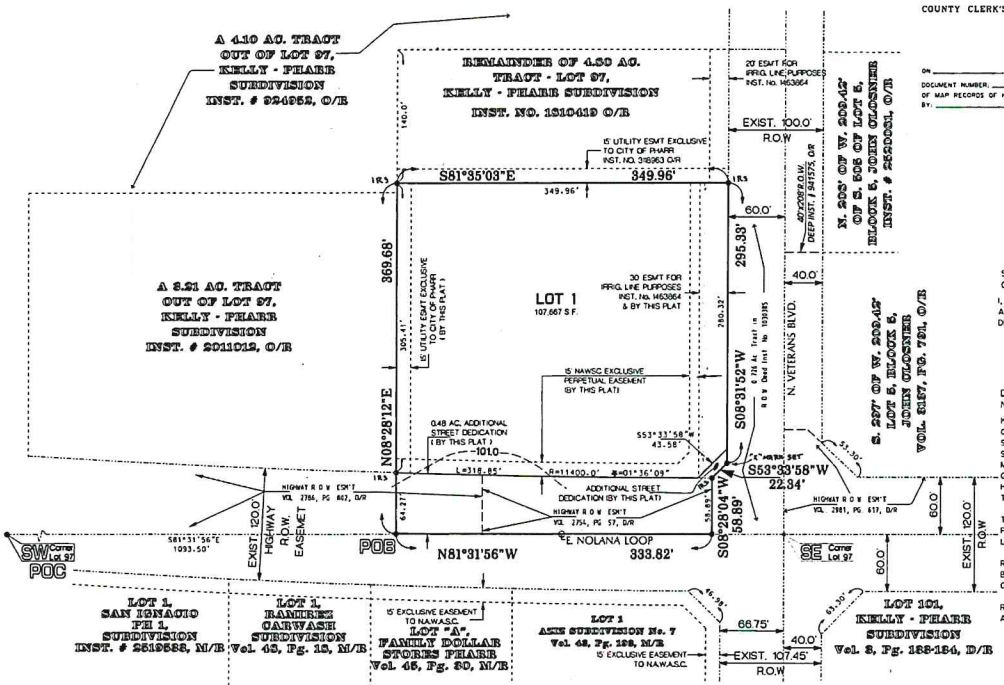
March 04-2020
1"=60'

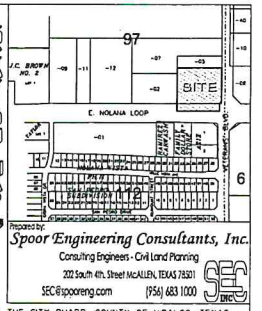
BEING A 2.95 ACRE TRACT OF LAND OUT OF A 4.80 ACRE TRACT OF LAND OUT OF LOT 97, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS; SAID 4.80 ACRE TRACT AS DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN INSTRUMENT NUMBER 1810419, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

COUNTY CLERK'S RECORDING CERTIFICATE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM / PM
DOCUMENT NUMBER: _____
OF MAP RECORDS OF HIDALGO COUNTY
BY: _____ DEPUTY: _____




Prepared by:
Spoor Engineering Consultants, Inc.
Consulting Engineers - Civil Land Planning
202 South 4th. Street McALLEN, TEXAS 78501
SEC@spooreng.com (956) 683 1000

STATE OF TEXAS;
COUNTY OF HIDALGO:

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS VETERANS CENTRE SUBDIVISION, TO THE CITY PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THERE IN EXPRESSED.

East Nolana Partners, LLC, a Texas Limited Liability Company

By: William Schnakenburg, Member
2219 Sawdust Road, Suite 504
The Woodlands, Texas 77380

DEDICATION OF RIGHT OF WAY EASEMENT TO
NORTH ALAMO WATER SUPPLY CORPORATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS , ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCES, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: NONE

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

East Nolana Partners, LLC, a Texas Limited Liability Company

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 3rd DAY OF August 2020

By: William Schnakenburg, Member
2219 Sawdust Road, Suite 504
The Woodlands, Texas 77380

STATE OF TEXAS:
COUNTY OF Montgomery:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM SCHNAKENBURG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS, THE 3rd DAY OF August 2020

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DANNY WYLIE, CHAIRMAN, PLANNING AND ZONING COMMISSION — DATE

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, CARLOS VASQUEZ A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS

08/19/2020

CARLOS VASQUEZ, RPLS 4608 — DATE
CVQ LAND SURVEYORS TBPELS FIRM NO. 10100600
517 BEAUMONT AVE. MCALLEN, TEXAS 78501

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, STEPHEN SPOOR, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE.

SPOOR ENGINEERING CONSULTANTS, INC.
TBPE FIRM REGISTRATION # F-14032

07-31-20

STEPHEN SPOOR, P.E. REGISTRATION NO. 56752

I, THE UNDERSIGNED MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHERE IN MY APPROVAL IS REQUIRED.

ATTEST: CITY CLERK — DATE

AMBROSIO HERNANDEZ, MAYOR, CITY OF PHARR — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E. C.F.M., GEN. MANAGER — DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No.2 ON THIS _____ DAY OF _____, A.D., 2020

SECRETARY

PRESIDENT

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAY OR EASEMENTS

## NOTES:

1. MIN. FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT.
2. MINIMUM BUILDING SETBACK SHALL BE IN ACCORDANCE WITH CITY OF PHARR ORDINANCES
3. THIS PROPERTY FALLS IN ZONE " B " OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, REVISED NOV. 16, 1982. B IS DESCRIBED AS AREAS BETWEEN THE 100 YEAR AND 500 YEAR FLOOD, OR AREAS SUBJECT TO 100 YEAR FLOODING WITH AVE. DEPTHS LESS THEN ONE FOOT, OR WHERE THE CONTRIBUTING DRAINAGE AREAS IS LESS THAN ONE SQ. MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
4. A 5.0' SIDEWALK WITH ADA COMPLIANT WHEEL CHAIR RAMPS AND LANDINGS SHALL BE REQUIRED ALONG THE NORTH SIDE OF E. NOLANA LOOP AND THE WEST SIDE OF N. VETERANS BLVD. AT THE TIME OF BUILDING PERMIT STAGE.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.21 ACRES AND A VOLUME OF 0.41 AC. FT. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS DEVELOPMENT.
6. NO STRUCTURE SHALL BE BUILT ON TOP OF ANY EASEMENT.
7. UNLESS OTHERWISE NOTED, ALL PROPERTY CORNERS ARE MONUMENTED BY A - ½" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS".
8. CITY OF PHARR BENCHMARK; MONUMENT No. 59, SET BY J.E. SAENZ AND ASSOCIATES, INC., LOCATED AT NOLANA LOOP AND N. VETERANS BLVD. ELEV. 10122 (NORTHING=16509418.267 EASTING=1095242.491)
9. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT T.P.D.E.S.
10. LANDSCAPING IS REQUIRED IN ACCORDANCE WITH CITY OF PHARR ORDINANCES.
11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
12. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
14. OWNERS ARE TO MAINTAIN DETENTION / RETENTION AREAS.
15. OWNERS ARE TO MAINTAIN RIGHT OF WAY AND PERIMETER OF SUBDIVISION.

## METES & BOUNDS

A TRACT OF LAND CONTAINING 2.95 ACRES OF LAND, MORE OR LESS, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF LOT 97, KELLY-PHARR SUBDIVISION OF PORCIONES 69 AND 70, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 3, PAGES 133-134, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 2.95 ACRES BEING PART OR PORTION OF A 4.80 ACRE TRACT OF LAND DEEDED TO ARGV, LLC., A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NUMBER 1810419 DEED RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 2.95 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING, for reference at the Southwest corner of said Lot 97, within Nolana Loop (FM 3461-120.00 right-of-way), THENCE S 81° 31' 56" E, along the south line of said Lot 97, within said Nolana Loop a distance of 1093.50 feet, to the southeast corner of a tract of land deeded to Griego Family Limited Partnership recorded in Document Number 2011012 Deed Records, Hidalgo County, Texas, for the POINT OF BEGINNING, and the Southwest corner of this tract;

THENCE N 08° 28' 12" E, along the common line of said ARGV tract and said Griego tract at a distance of 64.07 feet pass a ½" Iron rod with a plastic cap stamped "CVQ LS" set on the north right-of-way line of said Nolana Loop (FM 3461), recorded in Volume 2786 Page 802 Deed Records, Hidalgo County, Texas, at a distance of 360.00 feet pass a ½" Iron rod found on the southeast corner of a tract of land deeded to Eduardo Olivarez and wife Mary E. Olivares recorded in Document Number 924952 Deed Records, Hidalgo County, Texas, continuing a total distance of 369.68 feet to a ½" Iron rod with a plastic cap stamped "CVQ LS" set for the Northwest corner hereof;

THENCE S 81° 35' 03" E, a distance of 349.96 feet to a ½" Iron rod with a plastic cap stamped "CVQ LS" set on the west right-of-way line of Veterans Boulevard recorded in Document Number 1030385 Deed Records, Hidalgo County, Texas, for the Northeast corner hereof;

THENCE S 08° 31' 52" W, along the west right-of-way line of said Veterans Boulevard, a distance of 295.33 feet to a ½" Iron rod with a plastic cap stamped "CVQ LS" set on a corner clip for a corner hereof;

THENCE S 53° 33' 58" W, continuing along the west right-of-way line of said Veterans Boulevard and said corner clip a distance of 22.34 feet, to a ½" Iron rod with a plastic cap stamped "CVQ LS" set on the north right-of-way line of said Nolana Loop (FM 3461) recorded in Volume 2754 Page 57, Deed Records, Hidalgo County, Texas, for a corner hereof;

THENCE S 08° 28' 04" W, a distance of 58.89 feet to the south line of said Lot 97 for the Southeast corner hereof;

THENCE N 81° 31' 56" W, along the south line of said Lot 97, within Nolana Loop right-of-way a distance of 333.82 feet, to the POINT OF BEGINNING, containing 2.95 acres of which 0.47 acres lies in Nolana Loop right-of-way leaving 2.48 acres of land, more or less.

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

Pharr Fire Department

# Pharr Fire – Rescue

118 S Cage Blvd., 3rd Floor
Pharr, Texas 78577
Tel: (956) 402-4400 Fax: (956) 475-3433

Subdivision: Master Plan of Veterans Centre Subdivision Staff

Reviewed By: Dago Soto Asst. Fire Marshal Date: 4/2/20

1. All designed waterlines shall be a minimum of eight (8) inch for residential and (8-12) inch in diameter for commercial and (12) inch of better for industrial areas unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a fire department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab)
3. Fire hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every 600 ft. in residential areas and shall be FACTORY YELLOW from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 ft., but in no case shall hose lengths be greater than 400 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of 503.1 International Fire Code 2012.
4. All premises where building or portions of buildings are located more than 300 ft. from a main street fire hydrant: system shall be provided with approved on site fire hydrant (s) and water mains capable of supplying adequate fire flow approved by the Fire Officials.
5. Street names shall be provided prior to or during the per-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. Alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. $25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet)* with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch –Rapid Entry System made by the Knox Company (Phone Number 800-552-5669 Fax 949-623-4647) or an approved fire department siren system before subdivision's final approval of 503.5 in International Fire Code 2012: Where security gates are installed, with a minimum of 20 ft. (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. Designed fire lanes or roads deemed necessary for fire department access by the fire official shall be established and maintained in an operable condition.503.1 International Fire Code 2012: All weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by a way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighting at least 75,000 pounds.
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

**Additional Comments:**

☒ **Shall have a Fire hydrant every 300 Feet in commercial**

☒ **Shall have Fire hydrant detail and Valve detail**

☒ **Shall extend the 12-inch main going west on Nolana with a flush out at the end of property line**

☒ **Shall have a 10-foot utility easement for the 12-inch main going west on Nolana**

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Pharr Public Utilities

**Omar Anzaldua**
Interim Public Utilities Director

# STAFF REVIEW FOR:

## *VETERANS CENTER SUBDIVISION*

**********

**COMMENTS:** **Initials: O.D.L. / R. B.** **MARCH 31, 2020**

**********

**WATER:**

- Water belongs to N.A.W.S.C.

**SEWER:**

- 10' Utility Easement Exclusive to the City of Pharr
- Will need to re-route F.M. on the N. side of the property to connect to proposed M.H. located on the N.W. corner
- Proposed sewer line will need to be 12"
- M/H ring and covers will need to be composite based with City Logo
- Will need projected Flow and Peak Flow and capacity of subdivisions sewer
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name:_____

Signature:_____ Date:_____

Pharr Engineering

# SUBDIVISION REVIEW COMMENTS

City of Pharr • 118 S. Cage Blvd., 1st Floor • Pharr, TX 78577 • 956.402.4221

**SUBDIVISION:** Master Plan of Veterans Center Subdivision

**DATE:** April 2, 2020

**REVIEW:** Preliminary (revised comments plans dated: 3-20-2020)

| PLAT |
| --- |
| |

| SITE PLAN |
| --- |
| 1. Provide all pertinent City of Pharr details. (Sanitary sewer line bedding, sanitary sewer manhole ring and cover, 6"-in sanitary sewer service, sidewalk) |

| DRAINAGE |
| --- |
| 1. Drainage report to be reviewed and approved by H.C.D.D. No. 1 |
| 2. Drainage plan to be reviewed and approved at building permit stage. |

**ADDITIONAL COMMENTS**

1. Provide three (3) copies of SW3P for public works review. One (1) for review and two (2) for final review.
2. Provide erosion and sediment control plan.
3. Provide a street lighting detail.
4. Provide comments from N.A.W.S.C.

Pharr Public Works

# SUBDIVISION COMMENTS

PHARR PUBLIC WORKS • 1015 E. FERGUSON AVE • PHARR, TX 78577 • 956.402.4350

**SUBDIVISION:** Veterans Center Subdivision **DATE:** 3/31/2020

Residential/Commercial: __4.07__ acres

Staff review:

Plat Notes:

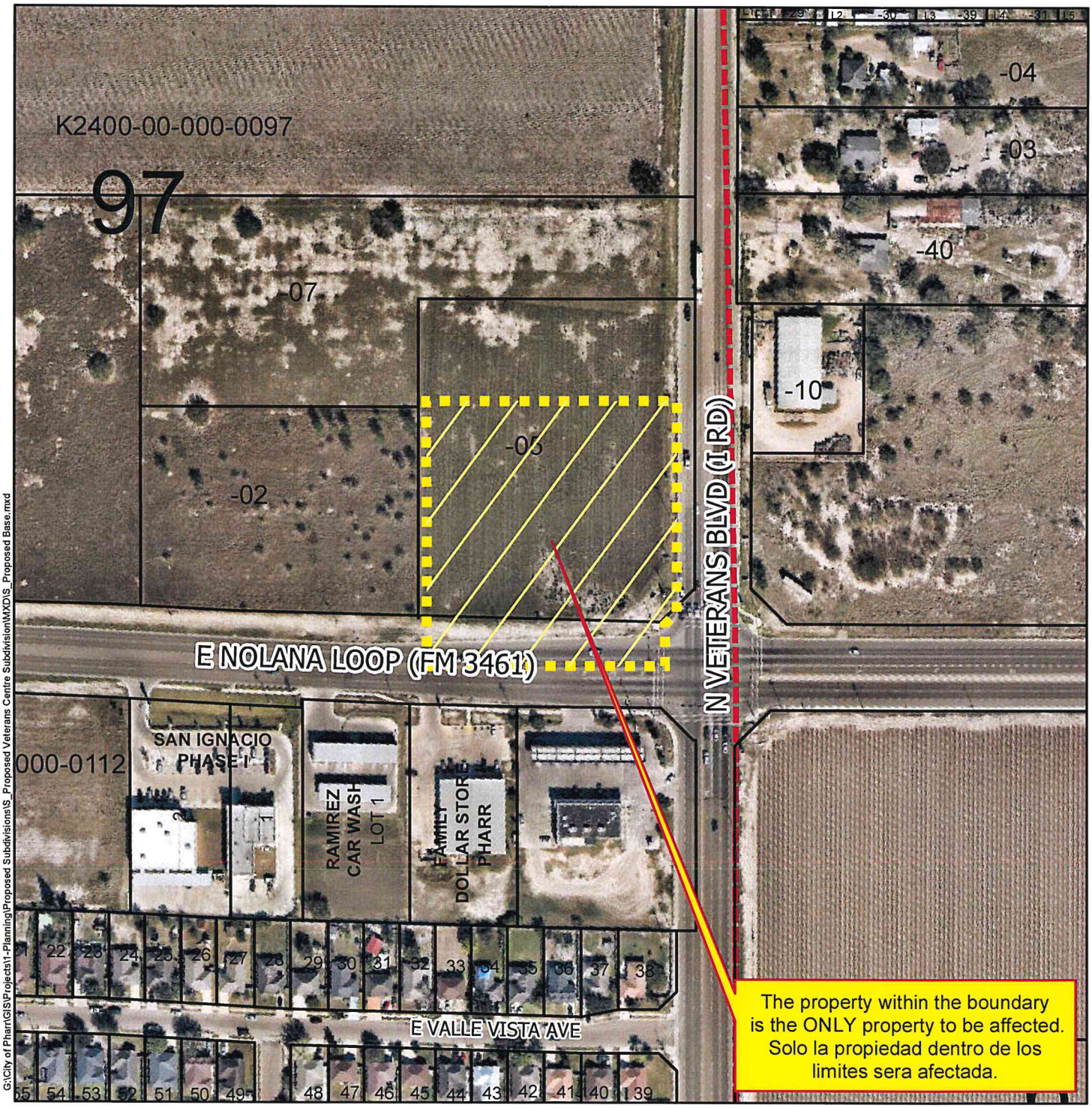
- No Comments

General Notes:

- All drainage construction shall comply with City of Pharr Standards.
- Storm water drainage requirements not considered through the subdivision process will be addressed at building permit stage.
- SWPPP will be required before Notice to Proceed (NTP) is issued; SWPPP will be submitted at Pre-Construction Meeting.
- Discharge permit required.
- Need S.W.P.P.P. USB for review, 3 for finalization.
- Erosion and sediment control plan.
- Notice of Intent (NOI/CNOI) will be needed before NTP is issued.
- NO street cuts allowed unless approved through permit by Public Works Department. ($35.00 permit fee)
- Street light detail plans to be included at building permit.
- Approved Drainage Report needed.

Proposed Subdivision
Veterans Centre Subdivision
Spoor Engineering Consultants, Inc.

Pharr Engineering

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- 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

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

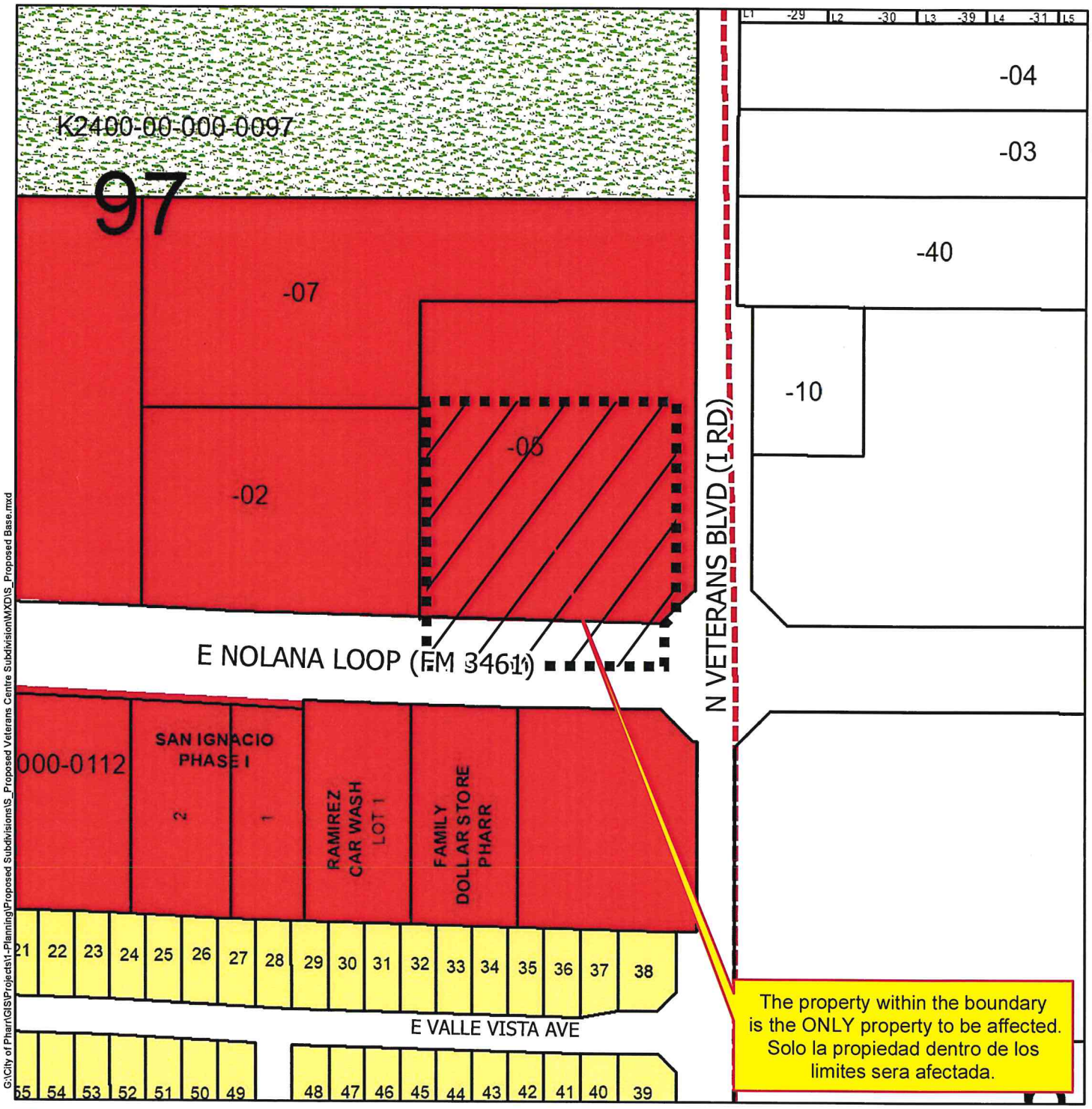
N W E S

Date: 9/8/2020

City of Pharr, Texas
Engineering Department
956.702.5355

Proposed Subdivision
Veterans Centre Subdivision
Spoor Engineering Consultants, Inc.

Pharr Engineering




- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
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- Rail Road R.O.W
- Government Owned
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- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 9/8/2020

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.A.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2020 ending September 30, 2021 ***(Adoption on 1st Reading)***.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

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

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Patricia Rigney | Approved - 9/16/2020 |
| City Management Office | Final Approval - 9/17/2020 |

# PROPOSED ANNUAL BUDGET 2020-2021

# City of Pharr

This budget will raise more total property taxes than last year's budget by $1,968,713 or 8.61% increase, and of that amount, $660,349 is tax revenue to be raised from new property added to the tax roll this year.

# City of Pharr, TX

## ELECTED OFFICIALS

Ambrosio "Amos" Hernandez, MD-Mayor

Eleazar Guajardo

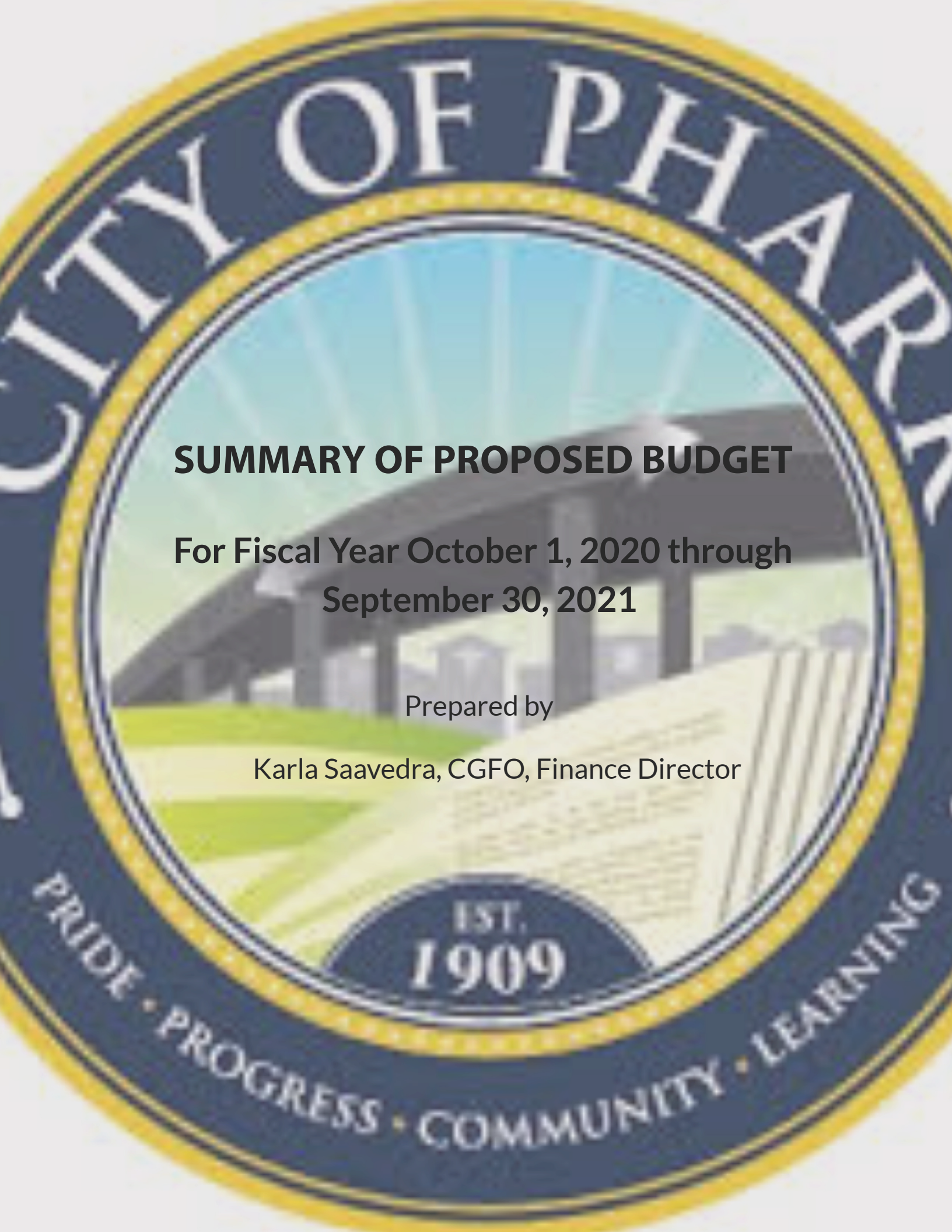
Roberto "Bobby" Carrillo

Ramiro Caballero, MD

Ricardo Medina

Daniel Chavez

Itza Flores




# SUMMARY OF PROPOSED BUDGET

## For Fiscal Year October 1, 2020 through September 30, 2021

Prepared by

Karla Saavedra, CGFO, Finance Director

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **Revenues** | | | | | |
| 500 - General Tax Revenue | $ 32,897,275 | $ 34,625,600 | $ 34,125,600 | $ 33,475,303 | $ 35,930,400 |
| 520 - Gross Receipts | 2,686,348 | 2,026,700 | 2,026,700 | 2,290,663 | 2,290,900 |
| 530 - Revenue Producing Facilities | 4,985,024 | 5,027,300 | 4,511,300 | 4,499,236 | 4,911,700 |
| 540 - Fines and Fees | 924,712 | 989,400 | 680,400 | 564,660 | 671,200 |
| 550 - Licenses and Permits | 834,856 | 780,500 | 780,500 | 800,021 | 854,100 |
| 560 - Charges for Current Services | 1,263,101 | 1,077,700 | 1,581,700 | 874,429 | 613,800 |
| 570 - Debt Proceeds | 303,204 | - | - | - | - |
| 580 - Lease Proceeds | 942,000 | 1,945,500 | 1,945,500 | 1,945,500 | 1,788,000 |
| 580 - Transfers/Others | 8,785,095 | 9,920,800 | 9,621,800 | 9,220,800 | 9,465,200 |
| Total Revenues | $ 53,621,614 | $ 56,393,500 | $ 55,273,500 | $ 53,670,612 | $ 56,525,300 |
| **Expenditures** | | | | | |
| 10 - City Manager's Office | $ 2,398,993 | $ 2,446,000 | $ 2,572,800 | $ 2,194,486 | $ 2,415,000 |
| 11 - Finance Department | 644,894 | 738,100 | 748,600 | 650,799 | 725,900 |
| 12 - Police Department | 14,407,930 | 15,941,300 | 16,211,900 | 14,340,684 | 15,550,700 |
| 13 - Purchasing | 211,602 | 299,800 | 309,300 | 186,584 | 334,200 |
| 14 - Municipal Court | 551,942 | 623,600 | 793,800 | 494,769 | 532,600 |
| 15 - Fire Protection | 6,929,638 | 8,543,500 | 8,632,000 | 8,038,700 | 8,732,500 |
| 17 - Street Maintenance | 4,647,831 | 4,363,500 | 4,461,000 | 4,212,571 | 4,820,000 |
| 18 - Information Technology | 2,156,245 | 2,136,700 | 2,190,900 | 2,022,500 | 2,209,400 |
| 19 - Media | 302,488 | 431,700 | 438,100 | 360,194 | 452,800 |
| 20 - Municipal Library | 1,516,191 | 1,678,000 | 1,689,200 | 1,518,883 | 1,499,600 |
| 21 - Grants | 254,352 | 276,800 | 280,300 | 244,219 | 273,500 |
| 22 - Parks & Recreation | 4,752,363 | 5,334,100 | 5,603,000 | 5,158,835 | 5,826,000 |
| 25 - Communications | 1,376,540 | 1,834,700 | 1,912,300 | 1,688,984 | 1,817,900 |
| 26 - Human Resources | 588,880 | 710,900 | 717,300 | 505,115 | 784,400 |
| 27 - Planning & Community Development | 1,602,165 | 1,707,300 | 1,758,700 | 1,572,271 | 1,585,000 |
| 28 - Engineering | 595,138 | 781,900 | 789,300 | 638,207 | 755,300 |
| 30 - Non-Departmental | 10,694,115 | 8,545,600 | 9,948,700 | 9,491,230 | 8,210,500 |
| Total Expenditures | $ 53,631,306 | $ 56,393,500 | $ 59,057,200 | $ 53,319,030 | $ 56,525,300 |
| Net Revenues Over/(Under) Expenditures | $ (9,693) | $ - | $ (3,783,700) | $ 351,582 | $ - |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **Department** | | | | | |
| 10 - City Manager's Office | $ 2,398,993 | $ 2,446,000 | $ 2,572,800 | $ 2,194,486 | $ 2,415,000 |
| 11 - Finance Department | 644,894 | 738,100 | 748,600 | 650,799 | 725,900 |
| 12 - Police Department | 14,407,930 | 15,941,300 | 16,211,900 | 14,340,684 | 15,550,700 |
| 13 - Purchasing | 211,602 | 299,800 | 309,300 | 186,584 | 334,200 |
| 14 - Municipal Court | 551,942 | 623,600 | 793,800 | 494,769 | 532,600 |
| 15 - Fire Protection | 6,929,638 | 8,543,500 | 8,632,000 | 8,038,700 | 8,732,500 |
| 17 - Street Maintenance | 4,647,831 | 4,363,500 | 4,461,000 | 4,212,571 | 4,820,000 |
| 18 - Information Technology | 2,156,245 | 2,136,700 | 2,190,900 | 2,022,500 | 2,209,400 |
| 19 - Media Department | 302,488 | 431,700 | 438,100 | 360,194 | 452,800 |
| 20 - Municipal Library | 1,516,191 | 1,678,000 | 1,689,200 | 1,518,883 | 1,499,600 |
| 21 - Grants | 254,352 | 276,800 | 280,300 | 244,219 | 273,500 |
| 22 - Parks & Recreation | 4,752,363 | 5,334,100 | 5,603,000 | 5,158,835 | 5,826,000 |
| 25 - Communication | 1,376,540 | 1,834,700 | 1,912,300 | 1,688,984 | 1,817,900 |
| 26 - Human Resources | 588,880 | 710,900 | 717,300 | 505,115 | 784,400 |
| 27 - Planning & Community Development | 1,602,165 | 1,707,300 | 1,758,700 | 1,572,271 | 1,585,000 |
| 28 - Engineering Department | 595,138 | 781,900 | 789,300 | 638,207 | 755,300 |
| 30 - Non-Departmental | 10,694,115 | 8,545,600 | 9,948,700 | 9,491,230 | 8,210,500 |
| **Total Expenditures** | **$ 53,631,306** | **$ 56,393,500** | **$ 59,057,200** | **$ 53,319,030** | **$ 56,525,300** |
| **Activity** | | | | | |
| 1100- Personnel Services | $ 32,194,538 | $ 35,580,300 | $ 36,520,600 | $ 32,632,394 | $ 36,530,300 |
| 2200- Supplies | 1,530,148 | 1,805,400 | 1,874,300 | 1,604,740 | 1,742,500 |
| 3300- Maintenance | 1,100,713 | 1,241,800 | 1,271,900 | 1,038,026 | 1,241,700 |
| 4400- Rentals | 131,278 | 174,200 | 174,200 | 159,069 | 139,800 |
| 5500- Other Services | 3,307,659 - | 3,709,400 | 3,727,600 | 3,212,605 | 3,539,700 |
| 6600- Vehicle Maintenance | 1,248,701 | 1,424,500 | 1,424,500 | 1,224,317 | 1,428,700 |
| 7700- Debt Service | 1,726,913 | 1,866,800 | 1,866,800 | 1,866,800 | 1,814,100 |
| 8800- Capital Outlay | 1,697,242 | 2,045,500 | 2,248,600 | 2,089,850 | 1,878,000 |
| 9900- Transfers Out | 3,520,567 | 2,047,200 | 3,364,900 | 3,324,600 | 2,060,300 |
| 9900- Non-Departmental | 7,173,548 | 6,498,400 | 6,583,800 | 6,166,630 | 6,150,200 |
| **Total Expenditures** | **$ 53,631,306** | **$ 56,393,500** | **$ 59,057,200** | **$ 53,319,030** | **$ 56,525,300** |
| **Function** | | | | | |
| General government | $ 13,282,143 | $ 13,211,600 | $ 13,588,100 | $ 11,876,140 | $ 12,964,600 |
| Public safety | 23,266,050 | 26,943,100 | 27,550,000 | 24,563,137 | 26,633,700 |
| Highways and streets | 4,647,831 | 4,363,500 | 4,461,000 | 4,212,571 | 4,820,000 |
| Health and welfare | 2,646,161 | 2,816,000 | 2,801,000 | 2,664,864 | 2,721,100 |
| Culture and recreation | 6,268,554 | 7,012,100 | 7,292,200 | 6,677,718 | 7,325,600 |
| Transfers Out | 3,520,567 | 2,047,200 | 3,364,900 | 3,324,600 | 2,060,300 |
| **Total Expenditures** | **$ 53,631,306** | **$ 56,393,500** | **$ 59,057,200** | **$ 53,319,030** | **$ 56,525,300** |

CITY OF PHARR
SPECIAL REVENUE FUNDS
PROPOSED BUDGET 2020-2021

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| General | $ - | $ - | $ 195,200 | $ - | $ 800,000 |
| Police | $ 1,439,383 | $ 744,100 | $ 809,100 | $ 1,514,971 | 956,100 |
| Court | - | - | - | - | - |
| Fire | 11,504 | 23,200 | 23,200 | 11,600 | 492,000 |
| Communication | - | - | 130,200 | - | 205,000 |
| Library | - | - | - | - | - |
| Public Works | - | - | - | - | 3,867,800 |
| Parks & Recreation | - | - | - | - | - |
| | | | | | - |
| Total Revenues | $ 1,450,887 | $ 767,300 | $ 1,157,700 | $ 1,526,571 | $ 6,320,900 |
| **EXPENDITURES BY FUNCTION** | | | | | |
| Public Safety: | | | | | |
| Police | $ 1,439,383 | $ 744,100 | $ 809,100 | $ 1,515,067 | $ 956,100 |
| Fire | 11,504 | 23,200 | 23,200 | 11,504 | 492,000 |
| Communication | - | - | 130,200 | - | 205,000 |
| Court | - | - | - | - | - |
| | 1,450,887 | 767,300 | 962,500 | 1,526,571 | 1,653,100 |
| Culture and Recreation: | | | | | |
| Library | - | - | - | - | - |
| Parks & Recreation | - | - | - | - | - |
| | - | - | - | - | - |
| Environmental: | | | | | |
| Public Works | - | - | - | - | 3,867,800 |
| | - | - | - | - | 3,867,800 |
| General: | | | | | |
| General | - | - | 195,200 | - | 800,000 |
| Total Expenditures | $ 1,450,887 | $ 767,300 | $ 1,157,700 | $ 1,526,571 | $ 6,320,900 |
| Net Revenues Over/(Under) Expenditures | $ 0 | $ - | $ - | - | $ - |
| **EXPENDITURES BY ACTIVITY** | | | | | |
| Personnel | $ 1,137,023 | $ 628,600 | $ 758,600 | $ 1,212,707 | $ 1,603,100 |
| Supplies | 12,854 | 28,200 | 28,200 | 12,854 | - |
| Other | - | - | - | - | 300,000 |
| Vehicle Maintenance | 2,172 | 1,100 | 1,100 | 2,172 | - |
| Capital Outlay | 298,838 | 109,400 | 369,800 | 298,838 | 4,417,800 |
| Total Expenditures | $ 1,450,887 | $ 767,300 | $ 1,157,700 | $ 1,526,571 | $ 6,320,900 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Hotel/Motel Tax | $ 654,648 | $ 550,000 | $ 550,000 | $ 600,000 | $ 600,000 |
| Interest | - | - | - | - | - |
| Total | $ 654,648 | $ 550,000 | $ 550,000 | $ 600,000 | $ 600,000 |
| **EXPENDITURES** | | | | | |
| General government: | | | | | |
| Other Services | 3,830 | 40,900 | 50,000 | 50,000 | 90,900 |
| Culture and Recreation: | | | | | |
| Transfer Out-General Fund | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 |
| Transfer Out-PEDC | 68,400 | 59,300 | 59,300 | 68,400 | - |
| Transfer Out-Chamber | - | - | - | - | 68,400 |
| Transfer Out-Tax Notes | 380,700 | 380,700 | 380,700 | 380,700 | 380,700 |
| Sub Total | 509,100 | 500,000 | 500,000 | 509,100 | 509,100 |
| Total | 512,930 | 540,900 | 550,000 | 559,100 | 600,000 |
| Net Revenues Over/(Under) Expenditures | $ 141,718 | $ 9,100 | $ - | $ 40,900 | $ - |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Parkland Dedication Fees | $ 23,105 | $ 30,000 | $ 30,000 | $ 130,314 | $ 30,000 |
| Interest | 500 | 500 | 500 | - | - |
| Total | $ 23,605 | $ 30,500 | $ 30,500 | $ 130,314 | $ 30,000 |
| **EXPENDITURES** | | | | | |
| Culture and Recreation: | | | | | |
| Transfers Out | $ - | $ - | $ - | $ - | $ - |
| Total | $ - | $ - | $ - | $ - | $ - |
| Net Revenues Over/(Under) Expenditures | $ 23,605 | $ 30,500 | $ 30,500 | $ 130,314 | $ 30,000 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Paving & Drainage Fee | $ 1,063,294 | $ 1,074,400 | $ 1,074,400 | $ 1,030,623 | $ 1,051,300 |
| Interest Income | 22,530 | 25,200 | 25,200 | 15,000 | 15,000 |
| Total | $ 1,085,823 | $ 1,099,600 | $ 1,099,600 | $ 1,045,623 | $ 1,066,300 |
| **EXPENDITURES** | | | | | |
| Highways and Streets: | | | | | |
| Transfer Out | $ 1,061,600 | $ 1,099,600 | $ 1,099,600 | $ 1,099,600 | $ 1,066,300 |
| | | | | | - |
| Total | $ 1,061,600 | $ 1,099,600 | $ 1,099,600 | $ 1,099,600 | $ 1,066,300 |
| Net Revenues Over/(Under) Expenditures | $ 24,223 | $ - | $ - | $ (53,977) | $ - |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Intergovernmental | $ 947,029 | $ 120,000 | $ 120,000 | $ 575,000 | $ 120,000 |
| Interest | 15,243 | 20,000 | 20,000 | - | 20,000 |
| Total | $ 962,272 | $ 140,000 | $ 140,000 | $ 575,000 | $ 140,000 |
| **EXPENDITURES** | | | | | |
| Public Safety: | | | | | |
| Personnel | $ - | $ 200,000 | $ 200,000 | $ - | $ - |
| Supplies | - | - | - | - | - |
| Maintenance | - | - | - | - | - |
| Other | - | - | - | - | 50,000 |
| Transfer Out | - | - | - | - | - |
| Capital Outlay | - | 1,044,000 | 1,044,000 | 577,000 | 500,000 |
| Total | $ - | $ 1,244,000 | $ 1,244,000 | $ 577,000 | $ 550,000 |
| Net Revenues Over/(Under) Expenditures | $ 962,272 | $ (1,104,000) | $ (1,104,000) | $ (2,000) | $ (410,000) |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Grants-CDBG - Current Year | $ - | $ 1,150,900 | $ 1,150,900 | $ 1,150,900 | $ 1,131,400 |
| Grants-Other CDBG Program Funds | - | - | - | - | - |
| Transfer In | 3,676 | - | 2,700 | 2,700 | - |
| Total Revenues | $ 3,676 | $ 1,150,900 | $ 1,153,600 | $ 1,153,600 | $ 1,131,400 |
| **EXPENDITURES** | | | | | |
| Personnel | $ 147,236 | $ 175,700 | $ 178,400 | $ 143,110 | $ 178,800 |
| Supplies | 7,443 | 6,000 | 6,000 | 2,300 | 9,000 |
| Maintenance | - | 500 | 500 | - | 1,500 |
| Rentals | 1,824 | 3,200 | 3,200 | 3,200 | 3,200 |
| Other | 38,313 | 29,100 | 29,100 | 16,700 | 24,500 |
| Vehicle Maintenance | 734 | 1,500 | 1,500 | 1,020 | 1,500 |
| Debt Service | 407,504 | 405,900 | 405,900 | 405,900 | 405,900 |
| Non-Departmental | 358,807 | 529,000 | 529,000 | 369,000 | 507,000 |
| Total Expenditures | $ 961,860 | $ 1,150,900 | $ 1,153,600 | $ 941,230 | $ 1,131,400 |
| Net Revenues Over/(Under) Expenditures | (958,184) | $ - | $ - | $ 212,370 | $ - |
| **EXPENDITURES** | | | | | |
| General government | 961,860 | 1,150,900 | 1,153,600 | 941,230 | 1,131,400 |
| Culture and recreation | - | - | - | - | - |
| Highways and streets | - | - | - | - | - |
| Total Expenditures | $ 961,860 | $ 1,150,900 | $ 1,153,600 | $ 941,230 | $ 1,131,400 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Intergovernmental | $ 203,400 | $ - | $ - | $ 46,600 | $ 5,000,000 |
| Transfers In | 21,059,339 | 40,480,300 | 2,480,300 | 2,483,550 | 1,208,200 |
| | | | - | | |
| Total Revenues | $ 21,262,739 | $ 40,480,300 | $ 2,480,300 | $ 2,530,150 | $ 6,208,200 |
| **EXPENDITURES** | | | | | |
| Parks | $ 7,391,933 | $ 1,575,100 | $ 1,575,100 | $ 3,380,266 | $ 285,000 |
| Street Projects | 4,187,446 | 5,765,800 | 5,765,800 | 1,432,302 | 5,950,800 |
| Infrastructure | - | 25,414,900 | 25,414,900 | 38,100 | 1,000,000 |
| Other | 10,037,944 | 14,582,100 | 13,682,100 | 22,150,911 | 40,308,200 |
| Total Expenditures | $ 21,617,322 | $ 47,337,900 | $ 46,437,900 | $ 27,001,578 | $ 47,544,000 |
| Net Revenues Over/(Under) Expenditures | $ (354,583) | $ (6,857,600) | $ (43,957,600) | $ (24,471,428) | $ (41,335,800) * |

* *Cash from Bond Proceeds*

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Debt Proceeds | $ - | $ 25,000,000 | $ 25,000,000 | $ 34,840,000 | $ - |
| TWDB Grant | - | 5,000,000 | 5,000,000 | 5,861,000 | - |
| Total Revenues | $ - | $ 30,000,000 | $ 30,000,000 | $ 40,701,000 | $ - |
| **EXPENSES** | | | | | |
| Capital Projects | $ 2,622,897 | $ 34,443,200 | $ 34,443,200 | $ 6,114,290 | $ 30,739,000 |
| Total Expenses | $ 2,622,897 | $ 34,443,200 | $ 34,443,200 | $ 6,114,290 | $ 30,739,000 |
| Net Revenues Over/(Under) Expenses | $ (2,622,897) | $ (4,443,200) | $ (4,443,200) | $ 34,586,710 | $ (30,739,000) * |

* *Cash from Bond Proceeds*

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Transfer In | $ - | $ - | $ - | $ 1,920,000 | $ 1,920,000 |
| Grants | - | - | - | - | 19,779,900 |
| Total Revenues | $ - | $ - | $ - | $ 1,920,000 | $ 21,699,900 |
| **EXPENSES** | | | | | |
| Capital Projects | $ - | $ 16,000,000 | $ 16,000,000 | $ 1,467,285 | $ 21,699,900 |
| Other | - | - | - | - | - |
| Total Expenses | $ - | $ 16,000,000 | $ 16,000,000 | $ 1,467,285 | $ 21,699,900 |
| Net Revenues Over/(Under) Expenses | $ - | $ (16,000,000) | $ (16,000,000) | $ 452,715 | $ - |

CITY OF PHARR
DEBT SERVICE
PROPOSED BUDGET 2020-2021

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Property Tax (Current & Delinquent) | $ 2,404,665 | $ 4,073,100 | $ 4,073,100 | $ 4,514,851 | $ 5,028,500 |
| Property Tax Penalty and Interest | 63,467 | 50,000 | 50,000 | 66,057 | 50,000 |
| Interest | 72,348 | 86,200 | 86,200 | 71,672 | 86,200 |
| Transfer In | 3,714,000 | 3,430,900 | 3,430,900 | 3,430,900 | 2,722,200 |
| Total Revenues | $ 6,254,479 | $ 7,640,200 | $ 7,640,200 | $ 8,083,480 | $ 7,886,900 |
| **EXPENDITURES** | | | | | |
| Principal | $ 3,864,283 | $ 5,321,300 | $ 5,321,300 | $ 5,614,667 | $ 5,707,000 |
| Interest | 2,321,220 | 2,318,900 | 2,318,900 | 2,318,900 | 2,179,900 |
| Total Expenditures | $ 6,185,503 | $ 7,640,200 | $ 7,640,200 | $ 7,933,567 | $ 7,886,900 |
| Net Revenues Over/(Under) Expenditures | $ 68,976 | $ - | $ - | $ 149,913 | $ - |

CITY OF PHARR
ENTERPRISE FUNDS
PROPOSED BUDGET 2020-2021

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Water | $ 8,082,741 | $ 9,151,500 | $ 9,151,500 | $ 9,184,163 | $ 9,368,100 |
| Sewer | 5,849,867 | 6,551,600 | 6,551,600 | 6,994,453 | 7,043,700 |
| Other | 18,896 | 15,400 | 15,400 | 29,790 | 14,300 |
| Grants | 1,911,892 | - | - | - | - |
| Interest | 162,344 | 148,900 | 148,900 | 93,389 | 93,400 |
| Transfer In | 65,600 | - | 72,900 | 72,900 | - |
| Total Revenues | $ 16,091,340 | $ 15,867,400 | $ 15,940,300 | $ 16,374,695 | $ 16,519,500 |
| **EXPENSES** | | | | | |
| 81 Administration | $ 900,717 | $ 937,900 | $ 1,002,000 | $ 1,008,464 | $ 1,055,700 |
| 82 Water Production | 1,813,171 | 2,359,900 | 2,422,500 | 2,241,473 | 2,452,300 |
| 83 Water Distribution | 2,205,417 | 2,333,200 | 2,368,900 | 3,076,170 | 2,322,600 |
| 84 Water Treatment Plant | 2,369,110 | 2,363,500 | 3,252,000 | 2,057,158 | 2,369,800 |
| 86 Sewer Collection | 365,610 | 381,800 | 347,100 | 320,353 | 361,300 |
| 87 Non-Departmental | 7,877,169 | 2,118,400 | 2,068,400 | 1,951,054 | 3,105,900 |
| 72 Debt Service | 3,946,227 | 5,933,200 | 5,933,200 | 4,433,200 | 4,851,900 |
| Total Expenses | $ 19,477,420 | $ 16,427,900 | $ 17,394,100 | $ 15,087,873 | $ 16,519,500 |
| Net Revenues Over/(Under) Expenses | $ (3,386,080) | $ (560,500) | $ (1,453,800) | $ 1,286,822 | $ - |
| 1100- Personnel Services | $ 3,484,189 | $ 4,109,900 | $ 4,182,800 | $ 3,729,972 | $ 4,351,200 |
| 2200- Supplies | 1,586,843 | 1,415,500 | 1,415,500 | 1,271,263 | 1,360,300 |
| 3300- Maintenance | 737,577 | 809,500 | 839,500 | 739,138 | 839,100 |
| 4400- Rentals | 1,297 | 3,900 | 23,400 | 3,138 | 3,500 |
| 5500- Other Services | 1,311,560 | 1,523,700 | 1,517,500 | 1,471,563 | 1,501,100 |
| 6600- Vehicle Maintenance | 160,120 | 206,900 | 206,900 | 171,916 | 199,600 |
| 72/73 Long Term Debt Service | 3,946,227 | 5,933,200 | 5,933,200 | 4,433,200 | 4,851,900 |
| 7700- Debt Service-Lease | 306,995 | 306,900 | 306,900 | 306,900 | 306,900 |
| 8800- Capital Outlay | 65,444 | - | 900,000 | 1,009,729 | - |
| 9900- Transfer Out | 524,400 | 567,400 | 567,400 | 567,400 | 701,200 |
| 9900- Non-Departmental | 7,352,769 | 1,551,000 | 1,501,000 | 1,383,654 | 2,404,700 |
| | $ 19,477,420 | $ 16,427,900 | $ 17,394,100 | $ 15,087,873 | $ 16,519,500 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Rental | $ 101,650 | $ 120,000 | $ 120,000 | $ 45,000 | $ 75,600 |
| Facility Fees | 23,733 | 20,600 | 20,600 | 11,500 | 11,500 |
| Concession | 260,080 | 235,000 | 235,000 | 148,000 | 148,000 |
| Other | 18,206 | - | - | 14,263 | 10,000 |
| Transfer In | 425,255 | 342,600 | 351,800 | 407,558 | 244,400 |
| Total Revenues | $ 828,923 | $ 718,200 | $ 727,400 | $ 626,321 | $ 489,500 |
| **EXPENSES** | | | | | |
| Personnel | $ 425,122 | $ 442,400 | $ 451,600 | $ 371,783 | $ 307,600 |
| Supplies | 154,015 | 122,300 | 122,300 | 120,036 | 60,600 |
| Maintenance | 18,303 | 10,000 | 10,000 | 16,071 | 10,000 |
| Rentals | 910 | 2,800 | 2,800 | 446 | 500 |
| Other | 230,573 | 140,700 | 140,700 | 117,984 | 110,800 |
| Total Expenses | $ 828,923 | $ 718,200 | $ 727,400 | $ 626,321 | $ 489,500 |
| Net Revenues Over/(Under) Expenses | $ - | $ - | $ - | - | $ - |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Toll Fees | $ 14,007,974 | $ 14,853,900 | $ 14,853,900 | $ 13,681,927 | $ 14,100,000 |
| Debt Proceeds | - | 1,750,000 | 1,750,000 | 1,750,000 | - |
| Other | 254,928 | 249,200 | 249,200 | 227,138 | 248,600 |
| Interest | 106,155 | 102,300 | 102,300 | 66,115 | 66,200 |
| Transfer In - Other | 18,700 | - | 25,000 | 25,000 | - |
| Total | $ 14,387,757 | $ 16,955,400 | $ 16,980,400 | $ 15,750,180 | $ 14,414,800 |
| **EXPENSES** | | | | | |
| Personnel | $ 1,250,331 | $ 1,351,900 | $ 1,376,900 | $ 1,335,751 | $ 1,378,100 |
| Supplies | 140,883 | 276,000 | 276,000 | 190,996 | 176,000 |
| Maintenance | 523,476 | 448,400 | 448,400 | 386,536 | 220,000 |
| Rentals | 3,624 | 3,100 | 3,100 | 5,275 | 5,300 |
| Other | 914,725 | 1,097,900 | 1,097,900 | 1,665,401 | 1,025,600 |
| Vehicle Maintenance | 16,546 | 19,200 | 19,200 | 15,851 | 19,200 |
| Long Term Debt Service | 67,507 | 1,442,000 | 1,442,000 | 1,442,000 | 1,619,600 |
| Capital Outlay | 87,505 | 1,750,000 | 1,750,000 | 1,000,000 | - |
| Transfer Out | 8,778,800 | 10,277,100 | 10,521,000 | 10,277,100 | 9,731,200 |
| Non-Departmental | 2,113,919 | 289,800 | 289,800 | 276,200 | 239,800 |
| Total | $ 13,897,314 | $ 16,955,400 | $ 17,224,300 | $ 16,595,111 | $ 14,414,800 |
| Net Revenues Over/(Under) Expenses | $ 490,443 | $ - | $ (243,900) | $ (844,931) | - |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Green & Member Fees | $ 416,867 | $ 407,900 | $ 407,900 | $ 269,861 | $ 407,900 |
| Cart Rental | 168,163 | 184,200 | 184,200 | 191,105 | 184,200 |
| Food & Beverage | 121,518 | 131,900 | 131,900 | 89,097 | 131,900 |
| Other | 88,839 | 92,000 | 92,000 | 70,492 | 92,000 |
| Interest | 11,582 | 11,800 | 11,800 | - | 11,800 |
| Lease Proceeds | - | - | 135,000 | - | - |
| Transfer In | 712,425 | 572,100 | 596,600 | 722,257 | 529,600 |
| Total Revenues | $ 1,519,394 | $ 1,399,900 | $ 1,559,400 | $ 1,342,812 | $ 1,357,400 |
| **EXPENSES** | | | | | |
| Personnel | $ 788,358 | $ 862,100 | $ 889,600 | $ 799,526 | $ 883,700 |
| Supplies | 193,391 | 244,500 | 216,500 | 157,246 | 244,500 |
| Maintenance | 76,648 | 30,000 | 58,000 | 88,228 | 30,000 |
| Rentals | 72,334 | 7,000 | 7,000 | 4,800 | 7,000 |
| Other | 88,014 | 106,300 | 106,300 | 104,737 | 106,300 |
| Vehicle Maintenance | 18,628 | 16,400 | 16,400 | 19,745 | 19,800 |
| Debt Service-Lease | 8,219 | 128,300 | 128,300 | 128,300 | 60,800 |
| Capital Outlay | 23,220 | - | 135,000 | 35,000 | - |
| Non-Departmental | 250,583 | 5,300 | 5,300 | 5,300 | 5,300 |
| Total Expenses | $ 1,519,394 | $ 1,399,900 | $ 1,562,400 | $ 1,342,881 | $ 1,357,400 |
| Net Revenues Over/(Under) Expenses | - | $ - | $ (3,000) | $ - | $ - |

CITY OF PHARR
INTERNAL SERVICE FUND
PROPOSED BUDGET 2020-2021

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| General Fund | $ 593,383 | $ 738,400 | $ 738,400 | $ 569,325 | $ 781,500 |
| Utility Fund | 66,037 | 101,400 | 101,400 | 95,658 | 103,200 |
| Bridge Fund | 4,155 | 8,700 | 8,700 | 4,232 | 3,700 |
| Golf Course Fund | 552 | 1,000 | 1,000 | 1,671 | 1,000 |
| CDBG Fund | 64 | 900 | 900 | 685 | 900 |
| PEDC | 100 | 600 | 600 | 42 | 600 |
| Total | $ 664,292 | $ 851,000 | $ 851,000 | $ 671,613 | $ 890,900 |
| **EXPENSES** | | | | | |
| Personnel | $ 224,477 | $ 210,900 | $ 210,900 | $ 214,987 | $ 220,800 |
| Supplies | 19 | 6,200 | 6,200 | 1,725 | 3,600 |
| Maintenance | - | 3,000 | 3,000 | - | 2,000 |
| Other | 3,339 | 11,300 | 11,300 | 4,511 | 5,000 |
| Vehicle Maintenance | 442,389 | 611,300 | 611,300 | 584,269 | 656,700 |
| Debt Service | 252 | 8,300 | 8,300 | 8,132 | 2,800 |
| Total | $ 670,476 | $ 851,000 | $ 851,000 | $ 813,625 | $ 890,900 |
| Net Revenues Over/(Under) Expenses | $ (6,184) | $ - | $ - | (142,011) | $ - |

CITY OF PHARR
COMPONENT UNITS
PROPOSED BUDGET 2020-2021

# CITY OF PHARR, TX
## BLENDED COMPONENT UNIT
## GREATER PHARR CHAMBER OF COMMERCE
## SUMMARY OF REVENUES AND EXPENSES

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Memberships | $ - | $ 20,000 | $ 20,000 | $ 30,000 | $ 20,000 |
| Sponsorships | - | 50,000 | 50,000 | 37,000 | 28,200 |
| Transfer In | - | 210,000 | 210,000 | 218,400 | 218,400 |
| Total | $ - | $ 280,000 | $ 280,000 | $ 285,400 | $ 266,600 |
| **EXPENSES** | | | | | |
| Personnel | $ - | $ 153,200 | $ 153,200 | $ 106,630 | $ 179,800 |
| Supplies | - | 10,500 | 10,500 | 900 | 10,500 |
| Maintenance | - | 3,500 | 3,500 | - | 3,500 |
| Rentals | - | 1,000 | 1,000 | - | 1,000 |
| Other Services | - | 76,600 | 76,600 | 10,000 | 71,800 |
| Total | $ - | $ 244,800 | $ 244,800 | $ 117,530 | $ 266,600 |
| Net Revenues Over/(Under) Expenses | $ - | $ 35,200 | $ 35,200 | $ 167,870 | $ - |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Sales Tax | $ 5,253,545 | $ 5,205,000 | $ 5,205,000 | $ 5,174,000 | $ 5,381,000 |
| Interest | 135,405 | 135,000 | 135,000 | 135,000 | 99,900 |
| Transfer In | 1,184,500 | - | - | - | - |
| Debt Proceeds | - | 813,000 | 813,000 | - | - |
| Other | 1,240,159 | 441,800 | 441,800 | 1,680,643 | 250,400 |
| Total | $ 7,813,609 | $ 6,594,800 | $ 6,594,800 | $ 6,989,643 | $ 5,731,300 |
| **EXPENSES** | | | | | |
| Personnel | $ 496,724 | $ 577,900 | $ 577,900 | $ 466,603 | $ 624,700 |
| Supplies | 14,928 | 23,500 | 23,500 | 4,500 | 23,500 |
| Maintenance | 36,056 | 75,000 | 75,000 | 18,108 | 75,000 |
| Rentals | 3,498 | 4,200 | 4,200 | 5,837 | 7,200 |
| Other Services | 842,797 | 840,300 | 826,300 | 590,638 | 743,100 |
| Vehicle Maintenance | 627 | 1,300 | 1,300 | 700 | 1,800 |
| Debt Service | 2,316,389 | 1,899,900 | 1,899,900 | 2,067,662 | 1,562,700 |
| Capital Outlay | 50,583 | 50,000 | 50,000 | 18,000 | 50,000 |
| Non-Departmental | 1,616,354 | 1,560,200 | 1,574,200 | 863,700 | 1,124,300 |
| Transfers Out | 1,649,628 | 1,562,500 | 1,562,500 | 1,562,500 | 1,519,000 |
| Total | $ 7,027,584 | $ 6,594,800 | $ 6,594,800 | $ 5,598,248 | $ 5,731,300 |
| Net Revenues Over/(Under) Expenses | $ 786,025 | $ - | $ - | $ 1,391,395 | $ - |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Property Tax | $ 284,307 | $ 578,400 | $ 578,400 | $ 678,244 | $ 802,700 |
| Other | | | | | |
| Total | $ 284,307 | $ 578,400 | $ 578,400 | $ 678,244 | $ 802,700 |
| **EXPENSES** | | | | | |
| Incentives | - | - | - | - | - |
| Total | $ - | $ - | $ - | $ - | $ - |
| Net Revenues Over/(Under) Expenses | $ 284,307 | $ 578,400 | $ 578,400 | $ 678,244 | $ 802,700 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Property Tax | $ 356,175 | $ 657,500 | $ 657,500 | $ 794,946 | $ 669,200 |
| Other | | | | | |
| Total | $ 356,175 | $ 657,500 | $ 657,500 | $ 794,946 | $ 669,200 |
| **EXPENSES** | | | | | |
| Incentives | - | - | - | - | - |
| Total | $ - | $ - | $ - | $ - | $ - |
| Net Revenues Over/(Under) Expenses | $ 356,175 | $ 657,500 | $ 657,500 | $ 794,946 | $ 669,200 |

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

| | | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| | Development Fees | $ - | $ - | $ - | $ - | $ - |
| | Other | 13,330 | 12,000 | 12,000 | 6,000 | 6,000 |
| | Total | $ 13,330 | $ 12,000 | $ 12,000 | $ 6,000 | $ 6,000 |
| **EXPENSES** | | | | | | |
| | Professional Fees | 1,417,090 | 200,000 | 200,000 | - | - |
| | Total | $ 1,417,090 | $ 200,000 | $ 200,000 | $ - | $ - |
| Net Revenues Over/(Under) Expenses | | $ (1,403,760) | $ (188,000) | $ (188,000) | $ 6,000 | $ 6,000 |

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

| | | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| Rent Revenue | | $ 1,312,293 | $ 1,929,600 | $ 1,929,600 | $ 2,467,155 | $ 2,491,900 |
| Other | | 90,363 | 113,500 | 113,500 | 157,925 | 158,000 |
| | Total | $ 1,402,656 | $ 2,043,100 | $ 2,043,100 | $ 2,625,080 | $ 2,649,900 |
| **EXPENSES** | | | | | | |
| Personnel Services | | 274,379 | 261,300 | 261,300 | 319,647 | 275,000 |
| Maintenance | | 80,014 | 75,900 | 75,900 | 141,210 | 142,700 |
| Other Services | | 232,116 | 244,500 | 244,500 | 217,290 | 220,800 |
| Capital Outlay | | 3,269,712 | - | - | - | - |
| Debt Service | | 2,131,469 | 2,250,200 | 2,250,200 | 2,250,200 | 2,250,100 |
| Other | | 362,730 | 330,700 | 330,700 | 334,341 | 334,500 |
| | Total | 6,350,420 | 3,162,600 | 3,162,600 | 3,262,688 | 3,223,100 |
| Net Revenues Over/(Under) Expenses | | $ (4,947,764) | $ (1,119,500) | $ (1,119,500) | $ (637,608) | $ (573,200) |

**ORDINANCE NO: O-2019-___**

**AN ORDINANCE ADOPTING AND APPROVING THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the City Manager of the City of Pharr has prepared a budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021, and has filed same with the City Clerk all in the manner and form and for the length of time required by law; and

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

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

**SECTION 1**: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as submitted to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects approved and adopted as the Budget for said fiscal year.

**SECTION 2**: That the sum of **$56,525,300** is hereby appropriated out of the general fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

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

**SECTION 4**: That the sum of **$ 1,131,400** is hereby appropriated out of the community development fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 5**: That the sum of **$ 550,000** is hereby appropriated out of the asset sharing fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which $410,000 is from fund reserves.

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

**SECTION 7**: That the sum of **$6,320,900** is hereby appropriated out of the grants fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 8**: That the sum of **$1,066,300** is hereby appropriated out of the paving and drainage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 9**: That the sum of $**600,0000** is hereby appropriated out of the hotel/motel fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 10**: That the sum of **$47,544,000** is hereby appropriated out of the general capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which $41,335,800 is from fund reserves.

**SECTION 11**: That the sum of **$30,739,000** is hereby appropriated out of the utility capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which $30,739,000 is from fund reserves.

**SECTION 12**: That the sum of **$21,699,000** is hereby appropriated out of the bridge capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 13**: That the sum of **$7,886,900** is hereby appropriated out of the debt service fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 14**: That the sum of **$890,900** is hereby appropriated out of the garage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 15**: That the sum of **$ 16,519,500** is hereby appropriated out of the utility fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 16**: That the sum of **$14,414,800** is hereby appropriated out of the bridge fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 18**: That the sum of **$489,500** is hereby appropriated out of the Event Center fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

**SECTION 18**: That the sum of **$1,357,400** is hereby appropriated out of the golf course fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

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

passage and approved.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS,** on this the 21 day of September 2020.

CITY OF PHARR

_____
AMBROSIO “AMOS” HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.B.
**DATE SUBMITTED:** September 18, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Anali Alanis, HR Director

**DEPARTMENT**: Administration

**DIRECTOR:** Anali Alanis

**Agenda Item:** Consideration and appropriate action on Ordinance to amend the fire and police civil service classification and strength of force ordinance (O-2020-20) to create two budgeted positions at the rank of “Deputy Chief” in the police department and also to create nine (9) new entry level fire fighters positions in the Fire Department subject to a reduction in force if the grant funding for the fire fighter positions should be eliminated or reduced. ***(Adoption on 1st Reading)***

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

**Financial Consideration:** 1 position will be fully funded with the salary of the Asst. Chief position, the second position will receive partial funding from Asst. Chief and the difference will be included in FY 20-21 budget.

**Staff Recommendation:** Staff recommends approval of updated Ordinance.

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Anali Alanis | Created/Initiated - 9/18/2020 |
| Anali Alanis | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| City Management Office | New - |

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2020-20 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**SECTION 1**: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

**SECTION 2**: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

| **Police Department** | | | |
|---|---|---|---|
| | Current Positions | **Increase By** | New Total |
| Police Officer | 112 | **0** | 112 |
| Sergeant | 16 | **0** | 16 |
| Lieutenant | 7 | **0** | 7 |
| Deputy Chief | 0 | **2** | 2 |
| Assistant Chief | 2 | **-1** | 1 |
| Police Chief | 1 | **0** | 1 |

2) an increase in the Fire Department authorized strength, new total is as follows:

| **Fire Department** | | | |
|---|---|---|---|
| | Current Positions | **Increase By** | New Total |
| Firefighter | 35 | **1** | 36 |
| Engineer | 18 | **0** | 18 |
| Lieutenant/Asst. Fire Marshal | 14 | **0** | 14 |
| Deputy Chief/Fire Marshal | 3 | **0** | 3 |
| Assistant Chief | 1 | **0** | 1 |
| Fire Chief | 1 | **0** | 1 |

3) any vacancies created are to be filled by civil service procedures. Deputy Chief positions within the Police Department shall be filled in accordance to Memorandum of Understanding executed on 09/18/2020.

**SECTION 3**: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

**SECTION 4:** The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

**SECTION 5:** Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

**SECTION 6**: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

**SECTION 7**: Public Safety personnel is of great importance to the order, health, safety and general welfare of the public and it creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings in hereby waived and dispensed with this Ordinance shall take effect and be in full force from and after its passage and approval.

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

CITY OF PHARR

ATTEST:

_____
Ambrosio "Amos" Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.C.
**DATE SUBMITTED:** September 9, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Ordinance regulating electioneering in city owned or city controlled property. ***(2nd Reading)***

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Hilda Pedraza | Created/Initiated - 9/9/2020 |
| Patricia Rigney | Approved - 9/9/2020 |
| City Management Office | Final Approval - 9/17/2020 |

# ORDINANCE NO. O-2020-___

## AN ORDINANCE THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS REGULATING ELECTIONEERING IN CITY OWNED OR CITY CONTROLLED PROPERTY; PROVIDING FOR COMPLIANCE; SETTING A FINE FOR VIOLATION THEREOF; PROVIDING SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the 83rd Texas Legislature passed House Bill 259 in 2013, modifying Texas Election Code Sections 61.003 and 85.036 and requiring an entity that controls or owns a public building used as a polling location to allow electioneering on the premises subject to reasonable regulations on time, place, and matter; and

**WHEREAS**, recent legislative changes prohibit cities which own buildings used as polling place from restricting electioneering during early voting and election day including the posting, use of distribution of political signs or literature on municipal premises outside the 100' foot statutory election limit; and

**WHEREAS**, the City of Pharr recognizes the importance of a citizen's right to vote as guaranteed by the First Amendment of the United States Constitution and the Constitution of the State of Texas; and

**WHEREAS**, presently, the polling and voting locations in the City of Pharr include the Jose "Pepe" Salinas Recreation Center and Development and Research Center; however, these are subject to change and may include other City owned or City controlled properties; and

**WHEREAS,** these facilities are simultaneously used for various other purposes and for which adequate and safe parking and access thereto must be maintained in order for those facilities to operate in a safe and effective manner; and

**WHEREAS**, electioneering includes the posting, use, or distribution of political signs or literature; and

**WHEREAS**, the City Commission of the City of Pharr, Texas hereby adopts the following electioneering regulations and finds that they are in the general public's best interests and promote public safety.

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

**SECTION 1**: **DEFINITIONS**

The following words, terms and phrases, when used in this Ordinance shall have the following meanings, except where the context clearly indicates a different meaning:

***Canvassing*** shall mean where one person engages another person by a verbal exchange, provides literature or brochure to another person with a message that involves a political issue or material.

***Electioneering*** shall mean the posting, use, or distribution of political signs or literature, including but not limited to the use of trailers, chairs, booths, tables, tents, and canopies or other furniture, structures, vehicles or devises to post, use or distribute political signs or literature.

***Polling Place*** shall mean any property, building and grounds, wherein federal, state, or local election officials are conducting voting under the Texas Election Code and/or Home Rule Charter.

***Public Property*** shall mean real property, streets, roadways, easements, alleys, parks, buildings and grounds owned or controlled by any public institution or taxing authority, including the City, School District, College Campus, Drainage or Irrigation District, or other governmental entity, or any property designed as a lawful polling place under the Texas Election Code.

***Voting Period*** shall mean the advertised time certain when polls open until the polls close, or the last voter has voted, whichever is later, on Election Day, the Early Voting Period, and any Election Runoff period or day.

**SECTION 2: PURPOSE**

The purpose of this ordinance is to provide reasonable regulations for electioneering on city owned or controlled public property when such property is used as an election polling place. The regulations herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities for activities other than election purposes.

**SECTION 3: REGULATIONS AND EXCEPTIONS**

(a) The following regulations applies to electioneering on the premises of City owned or City controlled used as a polling place during the voting period:

1. It is an offense for any person to engage in electioneering on

the driveways, parking areas, on medians within parking areas, or driveways on the premises of a polling location. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location.

**SECTION 4:** The City Manager shall be authorized to identify the areas to which these regulations apply during elections.

**SECTION 5: PENALTIES**

Any person, firm, corporation or entity violating this Ordinance shall be subject to a fine not to exceed $500.00 per occurrence.

**SECTION 6: PUBLICATION**

That this ordinance be published in a newspaper of general circulation that serves the City of Pharr, Texas and shall be enforceable thereafter.

**SECTION 7: SAVINGS CLAUSE**

Except as hereby amended, any provision 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 8: SEVERABILITY CLAUSE**

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

**SECTION 9 EFFECTIVE DATE; PUBLICATION**

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

**SECTION 27 PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this

Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

**EFFECTIVE DATE; PUBLICATION**

The importance of the subject matter hereof creates and an imperative public necessity requiring suspension of the rule that ordinances be read on three separate days, and such role 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 10: 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 HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED AS TO FORM:

_____

PATRICIA A. RIGNEY, CITY ATTORNEY

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.D.
**DATE SUBMITTED:** September 1, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Beatriz Fuentes, HR Coordinator

**DEPARTMENT**: HR

**DIRECTOR:** Anali Alanis

**Agenda Item:** Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:** N/A

**Issue:** Due to the term of Dolores Rodriguez expiring on October 7, 2020; appointment/re-appointment needs to be made at this time. Such member shall serve a 3-year term.

Please be advised Ms. Dolores Rodriguez has expressed interest in continuing to serve.

**Financial Consideration:** N/A

**Staff Recommendation:** Staff recommends re-appointment of member.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Beatriz Fuentes | Created/Initiated - 9/1/2020 |
| Anali Alanis | Approved - 9/1/2020 |
| City Management Office | Final Approval - 9/17/2020 |

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

**CITY OF PHARR** §

**R E S O L U T I O N**
**NO. R-2020-___**

WHEREAS**,** the City Commission of the City of Pharr has adopted a Resolution creating the Pharr Firefighters and Police Officer's Civil Service Commission; and

WHEREAS, under the provision of the Texas Fire and Police Civil Service section 143.006(b), the Civil Service Commission is comprised of three (3) members to be appointed by the Chief Executive Officer and confirmed by the governing body of the municipality; and

WHEREAS, a person appointed to the commission must be of good moral character; be a United States citizen; be a resident of the municipality who has resided in the municipality for more than three years; be over 25 years of age and not have held a public office within the preceding three years; and

WHEREAS, members of said commission shall serve staggered three years terms with the term of one member expiring each year; and

WHEREAS, the term of Dolores Rodriguez will be expiring on October 7, 2020 and appointment/re-appointment of a member needs to be made at this time.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS,** that the following citizen is hereby confirmed as a member of the Pharr Firefighter's and Police Officer's Civil Service Commission.

| NAME | LENGTH OF TERM |
|---|---|
| _____ | 3-year term (expiring 10/07/23) |

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of September 2020.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.E.
**DATE SUBMITTED:** September 9, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Pilar Rodriguez, Director

**DEPARTMENT**: Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Resolution requesting authorization from the Texas Department of Transportation to close US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road on Wednesday, November 11, 2020 for the Veteran's Day Firework Display.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** In coordination with the Veteran's Day Fireworks Display, the Public Works Department is requesting approval of a resolution to submit to the Texas Department of Transportation (TxDOT) to request authorization to close US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road on Wednesday, November 11, 2020 from 8:30 pm to 9:30 pm for the Veteran's Day Firework Display.

**Financial Consideration:** This item has no fiscal impact.

**Staff Recommendation:** Based on review by this office, staff recommends approval of the resolution as presented.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Pilar Rodriguez | Created/Initiated - 9/9/2020 |
| Pilar Rodriguez | Approved - 9/9/2020 |
| Patricia Rigney | Approved - 9/9/2020 |
| Hilda Pedraza | Approved - 9/16/2020 |
| Gary Rodriguez | Approved - 9/16/2020 |
| City Management Office | Final Approval - 9/17/2020 |

**RESOLUTION R-2020-__**

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for a public event.

That the closure of US 281 (Cage Boulevard) from Javelina Road to Juan Balli Road for the Veteran's Day Firework Display from Wednesday, November 11, 2020 at 8:30 pm until Wednesday, November 11, 2020 at 9:30 pm.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 21st day of September 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.F.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 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 the property is necessary to make certain improvements to city parks and enhance the quality of life and such acquisition will be beneficial to the residents and inhabitants of the City of Pharr.

**Financial Consideration:** Presenting an offer to property owner of $1,000,000.00 contingent on CC approval.

Appraised value: $1,460,000.00

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 9/15/2020 |
| Melanie Cano | Approved - 9/16/2020 |
| Patricia Rigney | Approved - 9/16/2020 |
| Karla Saavedra | Approved - 9/18/2020 |

City Management Office Final Approval - 9/18/2020

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.G.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Anali Alanis, HR Director

**DEPARTMENT**: IT

**DIRECTOR:** Jose Pena

**Agenda Item:** Consideration and action, if any, on Resolution ratifying authorization to donate computer equipment at the First Responders Event.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The City of Pharr hosted the Pharr First Responders Drive Thru Festival on August 7th 2020, where tickets were distributed for the raffle of Chromebooks for students who participated. Raffle was held on August 10th, and 17 of the 20 winners collected the laptops. Attached is the details on the items needing to be donated.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval of resolution.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Anali Alanis | Created/Initiated - 9/17/2020 |
| Jose Pena | Approved - 9/17/2020 |
| Ignacio Amezcua | Approved - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| Karla Saavedra | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/18/2020 |

**RESOLUTION NO. R- 2020-**

**A RESOLUTION RATIFYING AUTHORIZATION TO DONATE COMPUTER EQUIPMENT AT THE FIRST RESPONDERS EVENT**

**WHEREAS**, the City of Pharr, Texas owns the computer equipment described in Exhibit "A" attached hereto; and

**WHEREAS**, the Board of Commissioners realizes that, due to the current pandemic and closure of schools to in-person instruction, many households are in need of computer equipment to aid them in remote-learning; and

**WHEREAS**, the Board of Commissioners is of the opinion that donating said equipment will benefit its residents and aid in remote-learning.

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

**SECTION 1:** The Board of Commissioners find that the equipment described on Exhibit "A" and attached hereto and incorporated herein for all purposes shall be donated to public for Pharr First Responders Drive Thru Festival participants.

**SECTION 2:** The City Manager is authorized and directed to donate the equipment as attached in Exhibit "A".

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the 21st day of September, 2020.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

EXHIBIT “A”

| MODEL | SERIAL NUMBERS | VALUE |
|---|---|---|
| ASUS - 11.6"Chromebook | L4NXCV11P695176 | $189.00 |
| ASUS - 11.6"Chromebook | L4NXCV11P428178 | $189.00 |
| ASUS - 11.6"Chromebook | L4NXCV11P53317A | $189.00 |
| ASUS - 11.6"Chromebook | L4NXCV11P443177 | $189.00 |
| | | |
| ASUS - 11.6"Chromebook | L4NXCV11A598175 | $189.00 |
| ASUS - 11.6"Chromebook | L4NXCV11A432179 | $189.00 |
| ASUS - 11.6"Chromebook | L4NXCV11A768178 | $189.00 |
| ASUS - 11.6"Chromebook | L4NXCV11A79317h | $189.00 |
| | | |
| HP Chromebook 11.6 | 5CD0294M0C | $219.00 |
| HP Chromebook 11.6 | 5CD0294SJ4 | $219.00 |
| HP Chromebook 11.6 | 5CD0294S83 | $219.00 |
| HP Chromebook 11.6 | 5CD0294S9C | $219.00 |
| | | |
| Samsung Chromebook 15.6 | 3VPC9FDN600238 | $299.00 |
| Samsung Chromebook 15.6 | 3VPC9FDN600862 | $299.00 |
| Samsung Chromebook 15.6 | 3VPC9FDN600819 | $299.00 |
| Samsung Chromebook 15.6 | 3VPC9FDN600127 | $299.00 |
| Samsung Chromebook 15.6 | 3VPC9FDN600281 | $299.00 |
| | | |
| | **Total:** | $3,883.00 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.H.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Rita Galvan, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Consideration and action, if any, adopting Resolution to accept petitions for voluntary annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for approximately 53 acres of land, more or less, located in the City of Pharr's ETJ, Hidalgo County, Texas.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** This item is a resolution for approximately 53 acres of land, more or less to formally accept the voluntary petitions for annexation, provide service plan and setting a public hearing of the proposed annexation.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Rita Galvan | Created/Initiated - 9/17/2020 |
| Melanie Cano | Approved - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/18/2020 |

**RESOLUTION NO. R-2020-_**

| | |
|---|---|
| **STATE OF TEXAS** | **§** |
| **COUNTY OF HIDALGO** | **§** |
| **CITY OF PHARR** | **§** |

**A RESOLUTION OF THE CITY OF PHARR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 53 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED EAST OF VETERANS BLVD., AND NORTH OF MILITARY HIGHWAY, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS, LYING ADJACENT OR CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR; SETTING DATE, TIME, AND PLACE FOR PUBLIC HEARING, AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO PREPARE A SERVICE PLAN; AND DECLARATION OF THE CITY OF PHARR'S EXTRA-TERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

**WHEREAS**, the owners of certain property located within Hidalgo County, Texas has petitioned the City of Pharr, Texas (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits;

**WHEREAS**, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have submitted petitions for annexation;

**WHEREAS**, after review and consideration of such requests and petition of the owner of the subject property for annexation, they City Commission finds that the subject may be annexed pursuant to § 43.0671 of the Texas Local Government Code; and

**WHEREAS**, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

**SECTION 1. ACCEPTANCE OF PETITIONS, MAPS AND OTHER PERTINENT INFORMATION.**

A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section

43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.

B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D"

**SECTION 2. PROCEEDINGS.**

A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

*All that certain area of land being 53 acres, more or less, generally located east of Veteran's Boulevard and north of Military Highway, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.*

B. On October 19, 2020 at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A" .

**SECTION 3. SAVINGS CLAUSE.**

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

**SECTION 4. SEVERABILITY CLAUSE.**

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

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

**SECTION 6. PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Resolution 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 COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE _____DAY OF SEPTEMBER 2020.

CITY OF PHARR

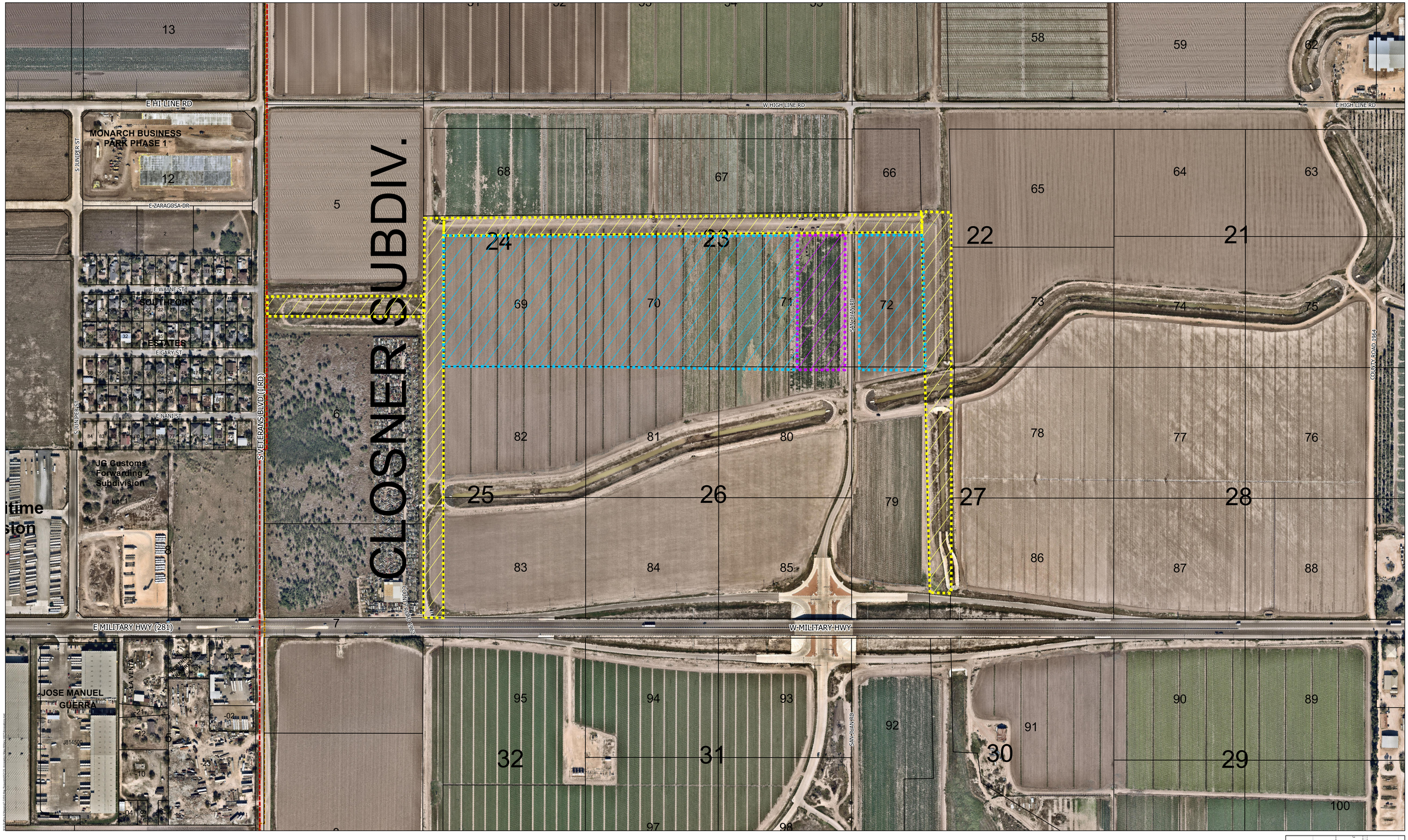
_____

AMBROSIO “AMOS” HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK




HIDALGO COUNTY IRRIGATION DISTRICT #2

KVS FAMILY LIMITED PARTNERSHIP

HIDLAGO COUNTY REGIONAL MOBILE AUTHORITY

Approximately 53
Total Acres

**EXHIBIT A**

# City of Pharr

## Location Map

Scale:1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Pharr Engineering

City of Pharr, Texas
Engineering Department
956.402.4221

Date: 9/17/2020

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

## PROPERTY DESCRIPTIONS

### 1) OWNER: HIDALGO COUNTY IRRIGATION DISTRICT #2

TRACT 1: Being approximately 17.6 acres, containing 1.5 ac of land, more or less, out of the north 121 ft of Lot 6 John Closner Subdivision Porcion 71 and 16.10ac of land, more or less, out of San Juan Plantation Blocks 22-27

### 2) OWNER: KVS FAMILY LIMITED PARTNERSHIP

TRACT 2: A 10.86 acre tract of land, more or less, Lot 69, Block 24, San Juan Plantation Subdivision, Hidalgo County, Texas

TRACT 3: A 10 acre tract of land, more or less, out of Lot 70, Block 23 and a 6.12 acre tract of land, more or less, out of Lot 71, Block 23, San Juan Plantation Subdivision, Hidalgo County Texas

TRACT 6: A 5.4 acre tract of land, more or less, out of Lot 72, Block 22, San Juan Plantation Subdivision, Hidalgo County, Texas

### 3) OWNER: HIDALGO COUNTY REGIONAL MOBILE AUTHORITY

TRACT 4: A 4.94 acre tract of land, more or less, out of Lot 71, Block 23, San Juan Plantation Subdivision, Hidalgo County, Texas

# EXHIBIT B

## PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF PHARR, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable Body to extend the present city limits so as to include as part of the City of Pharr, Texas, the following described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Pharr, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____
Frank John Schuster, President Board of Directors

~~Signed~~: _____

~~Signed~~: _____

THE STATE OF TEXAS

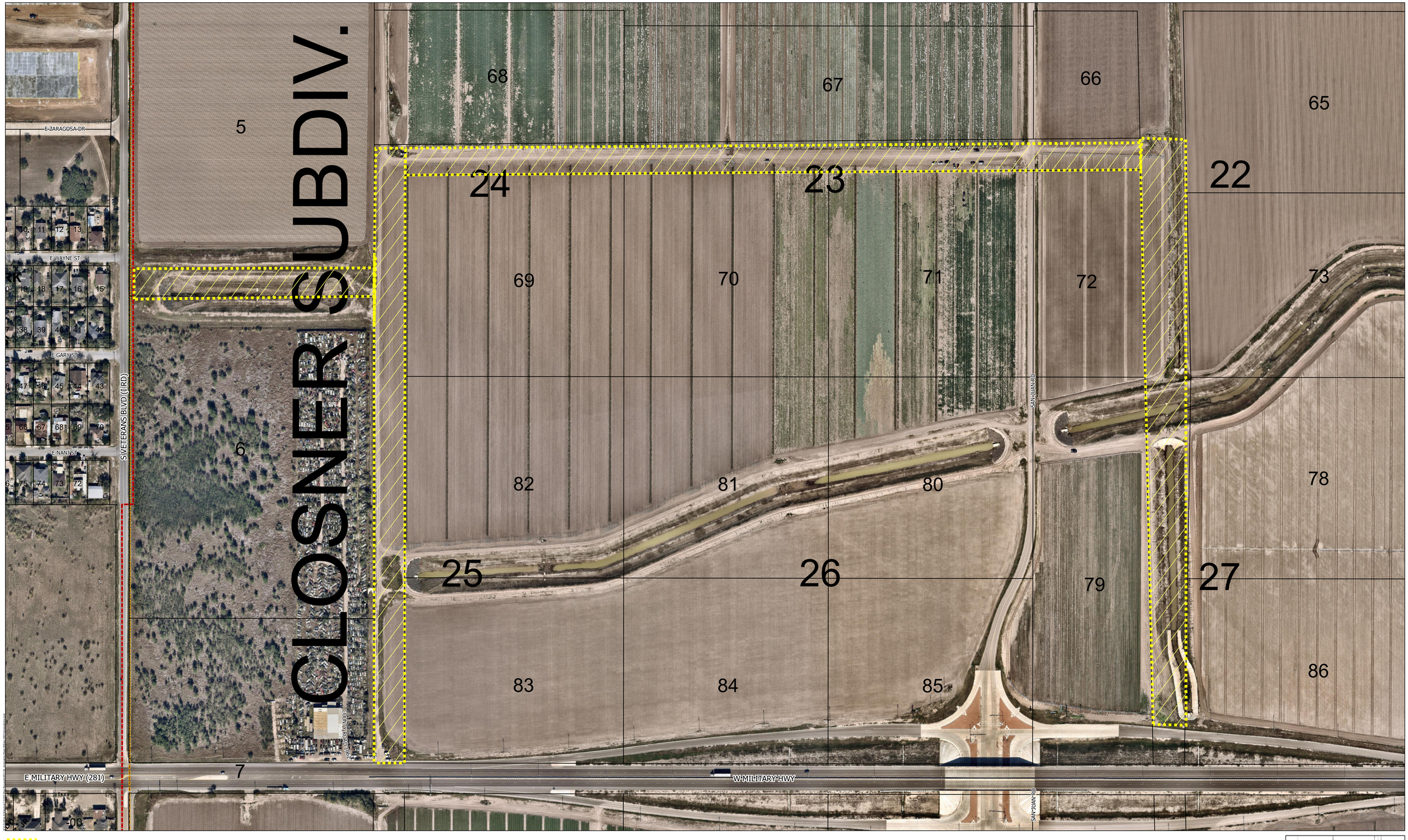
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Frank John Schuster, President, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of August, 20 20.

MARISOL RAMOS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/10/24
NOTARY ID 12435000-4

_____
Notary Public in and for
Hidalgo County, Texas.




Annexations - HCID #2

Pharr City Limit

Pharr ETJ

# City of Pharr

## Location Map

Scale:1 inch = 130 feet

0 65 130 260 390 520 Feet

N W E S

Pharr Engineering

City of Pharr, Texas
Engineering Department
956.402.4221

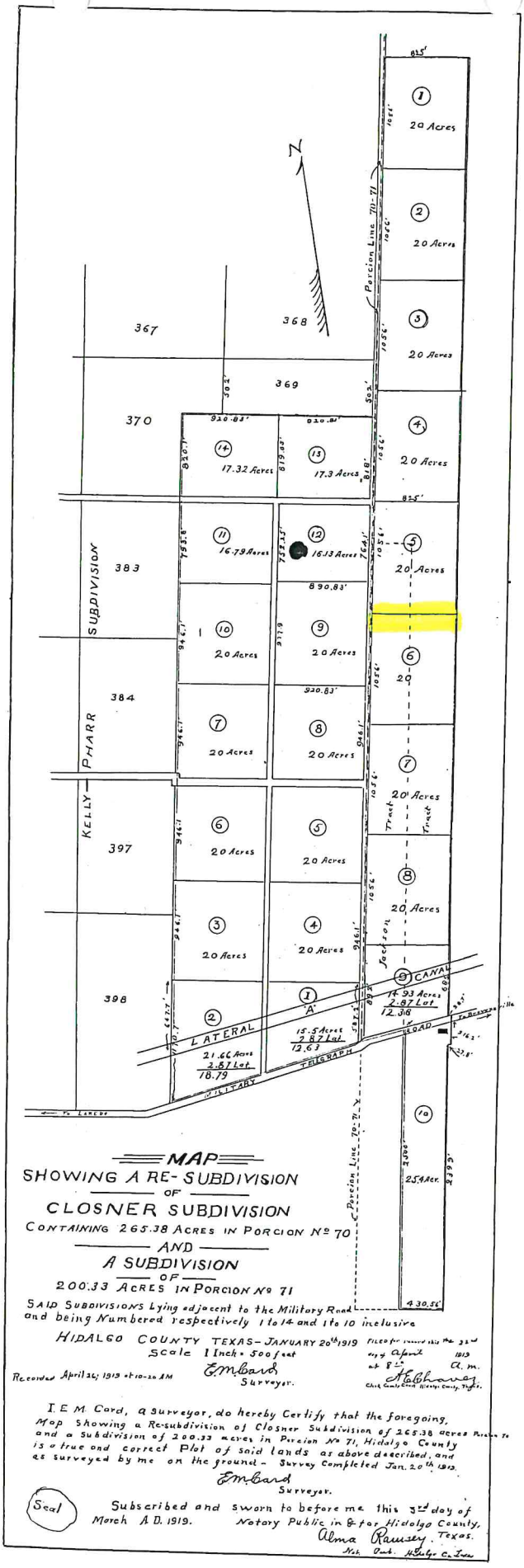
Date: 8/7/2020

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

**PROPERTY DESCRIPTION**

**OWNER: HIDALGO COUNTY IRRIGATION DISTRICT #2**

Tract 1: Being approximately 18 acres, containing 1.89 acres, being a strip of land 100 feet wide, 825 long, over and across Lot 5 of a re-subdivision of Closner Subdivision of 200.23 acres of land, more or less, in Porcion 71 and 16.10 ac of land, more or less, out of San Juan Plantation Blocks 22-27, Hidalgo County, Texas




MAP
SHOWING A RE-SUBDIVISION
OF
CLOSNER SUBDIVISION
CONTAINING 265.38 ACRES IN PORCION Nº 70
AND
A SUBDIVISION
OF
200.33 ACRES IN PORCION Nº 71

SAID SUBDIVISIONS Lying adjacent to the Military Road and being Numbered respectively 1 to 14 and 1 to 10 inclusive

HIDALGO COUNTY TEXAS - JANUARY 20th 1919
Scale 1 Inch = 500 feet

E.M. Card
Surveyor.

Recorded April 26; 1919 at 10-20 AM

Filed for record this the 3rd day of April 1919 at 8 o'clock A. M.
Alma Ramsey
Clerk County Court Hidalgo County, Texas.

I E M Card, a Surveyor, do hereby Certify that the foregoing, Map Showing a Re-subdivision of Closner Subdivision of 265.38 acres Porcion 70 and a Subdivision of 200.33 acres in Porcion Nº 71, Hidalgo County is a true and correct Plot of said lands as above described, and as surveyed by me on the grounel - Survey Completed Jan. 20th 1919.

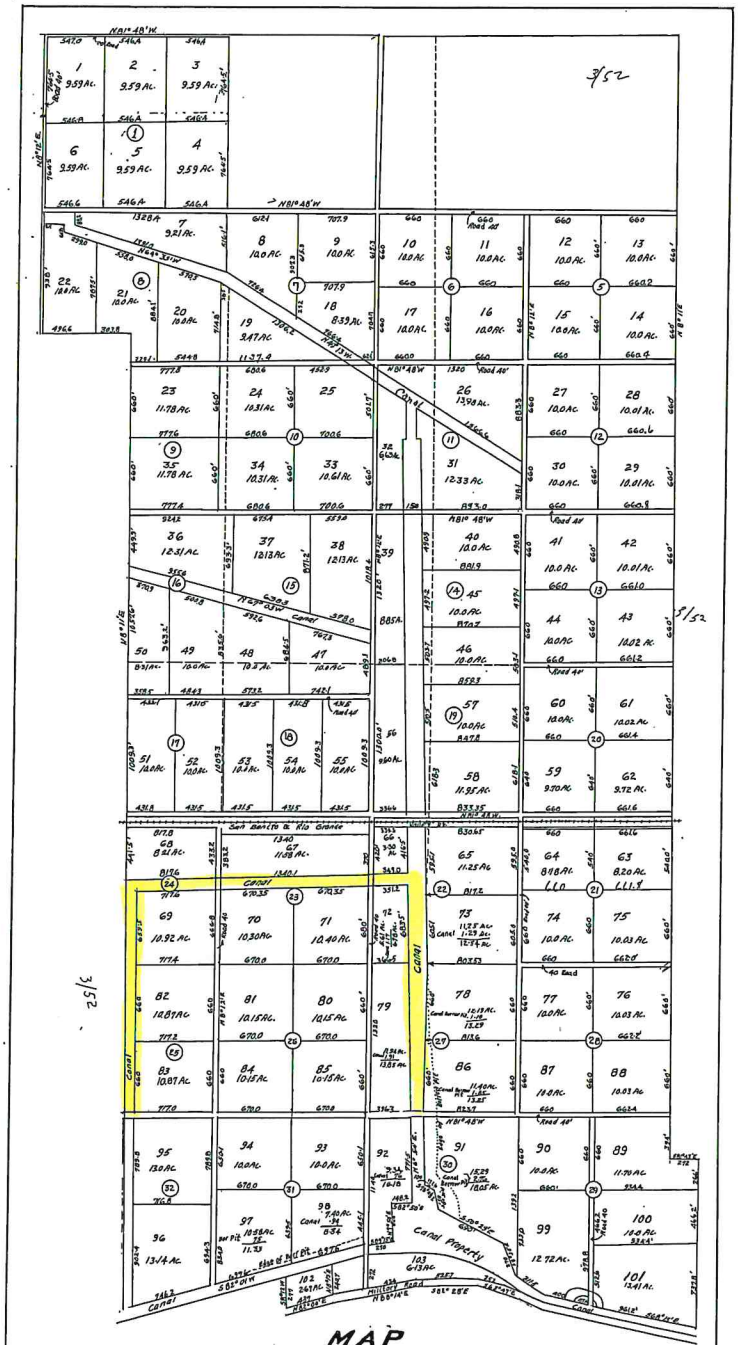
E.M. Card
Surveyor.

Seal

Subscribed and sworn to before me this 3rd day of March A.D. 1919.

Alma Ramsey
Notary Public in & for Hidalgo County, Texas.
Not. Pub. Hidalgo Co. Texas

3-52



# MAP

SHOWING RE-SUBDIVISION OF
LOTS 1, AND 5 TO 32 INCLUSIVE
OF THE
SAN JUAN PLANTATION SUBDIVISION
OUT OF
PORCIONES 71 & 72
HIDALGO COUNTY TEXAS
Scale 1" = 500'

I E. M. Card, a surveyor, do hereby certify that the foregoing Map of Re-Subdivision of Lots 1, and 5 to 32 inclusive of the San Juan plantation is a true and correct Plat of said Lands as surveyed and subdivided by me

E.M. Card
Surveyor

Subscribed and sworn to before me this 10th day of November 1926

[illegible]
Notary Public in and for Hidalgo County Texas.

Seal

Recorded Nov. 18 1926
At 1 o'clock P.M.

3-52

**AFFIDAVIT**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned official, on this day appeared Frank John Schuster and _____ who are personally known to me, and first being duly sworn according to law upon their oath, deposed and said:

"Our names are Frank John Schuster and _____. We are all over eighteen (18) years of age. We reside in Hidalgo County, Texas. We are fully competent to make this Affidavit. We have personal knowledge of the facts stated herein and they are all true and correct.

The existing ETJ of the City of Pharr, Texas (also referred to as "Pharr") is 3 ½ miles and is specifically shown on the map attached hereto as Exhibit A and incorporated herein for all purposes.

The undersigned constitute the real property owners of an area comprised of 18 acres of land and located in Pharr's existing ETJ. This area is specifically shown and described by deed on Exhibit B attached hereto and incorporated herein for all purposes (the "Territory).

The Territory is not within the existing ETJ of any other municipality. The undersigned further represent that no request or development agreement has been presented to any other municipality requesting annexation or inclusion within another municipality's ETJ.

The undersigned acknowledge that if the Pharr's Board of Commissioners approves the expansion of its city limits to include the Territory, this Territory, its owners, residents, and inhabitants are entitled to enjoy all rights and privileges and be subject to all duties, obligations and limitations of property owners, residents and inhabitants within Pharr's city limits.

The undersigned request that the Board of Commissioners (City Commission) of the City of Pharr, Texas annex the Territory represented by this petition pursuant to Article I Section 5(c) of the City Charter of the City of Pharr, Texas and Chapter 43, Subchapter C-3 43.0671-43.0673 of the Texas Local Government Code in order that the voters and owners of the Territory represented in the petition to which this Affidavit is attached are entitled to enjoy the rights and privileges of other citizens of the City of Pharr, Texas.

The undersigned acknowledged that if the City of Pharr, Texas annexes the Territory represented by the petition to which this Affidavit is attached, this Territory shall be subject to and bound by the acts, ordinances, resolutions and regulations of the City of Pharr, Texas.

FURTHER AFFIANTS SAYETH NOT.

Executed on this 20th day of August, 2020.

Signature: [signature]
Name: Frank John Schuster
Address: P.O. Box 6
San Juan, TX 78589

Total Acreage: _____
Property Description: _____

SUBSCRIBED and SWORN to me by the said Frank John Schuster on this 20th day of August, 2020.

MARISOL RAMOS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/10/24
NOTARY ID 12435000-4

[signature]
Notary Public, State of Texas
My Commission Expires: 08-10-2024

Pharr Engineering

# City of Pharr
## Location Map

EXHIBIT A

Pharr City Limits
Pharr ETJ

City of Pharr, Texas
Engineering Department
956 402 4220

Scale: 1 inch = 1,440 feet

0 720 1,440 2,880 4,320 5,760 Feet

## PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF PHARR, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable Body to extend the present city limits so as to include as part of the City of Pharr, Texas, the following described in the attached Exhibit A, including a map, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Pharr, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: K.V.S. Chowdary

SIGN HERE

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Hidalgo Texas

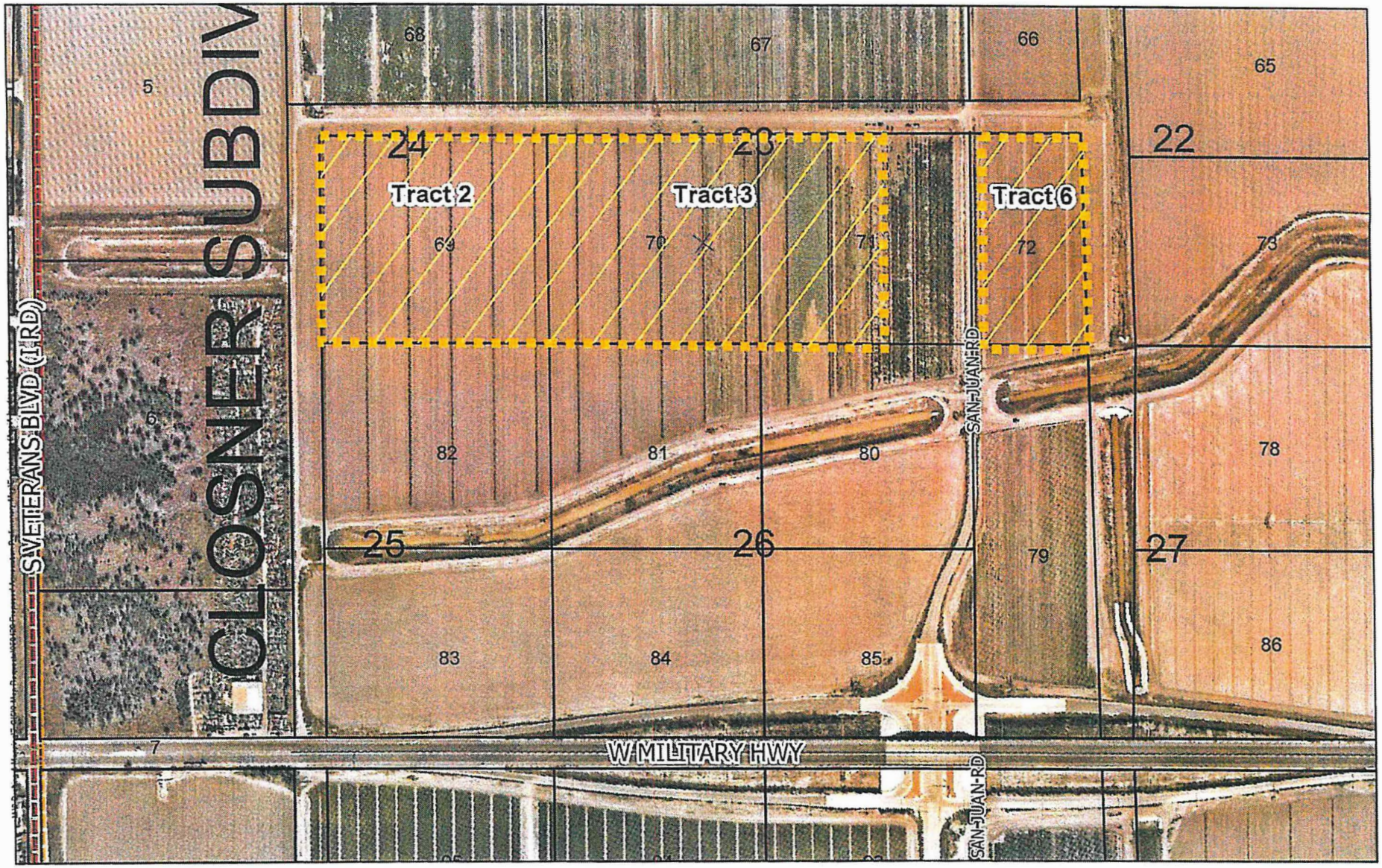
BEFORE ME, the undersigned authority, on this day personally appeared K.V. Chowdary, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of June, 20___.

Maribel Garcia
Notary Public in and for
Hidalgo County, Texas.

MARIBEL GARCIA
COMM. EXPIRES 8-29-2022
NOTARY ID 13170201-3

KVS FAMILY LIMITED PARTNERSHIP




Properties  Pharr City Limit  Pharr ETJ

Pharr Engineering

1 inch = 400 feet

0 150 300 600 900 1,200 Feet

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

City of Pharr, Texas
Engineering Department
956.402.4242 Date: 5/21/2020

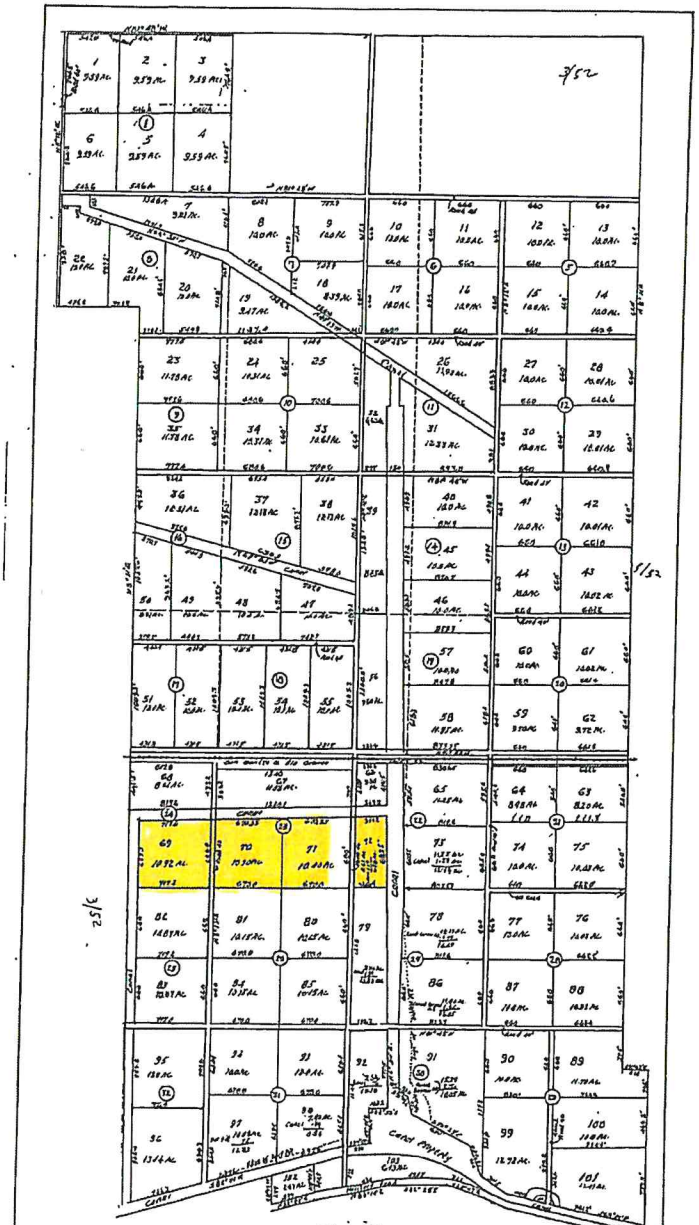
**PROPERTY DESCRIPTIONS**

**OWNER: KVS FAMILY LIMITED PARTNERSHIP**

TRACT 2: A 10.86 acre tract of land, more or less, Lot 69, Block 24, San Juan Plantation Subdivision, Hidalgo County, Texas

TRACT 3: A 10 acre tract of land, more or less, out of Lot 70, Block 23 and a 6.12 acre tract of land, more or less, out of Lot 71, Block 23, San Juan Plantation Subdivision, Hidalgo County Texas

TRACT 6: A 5.4 acre tract of land, more or less, out of Lot 72, Block 22, San Juan Plantation Subdivision, Hidalgo County, Texas



# MAP

SHOWING RE-SUBDIVISION OF
LOTS 1, AND 5 TO 32 INCLUSIVE
OF THE
SAN JUAN PLANTATION SUBDIVISION
OUT OF
PORCIONES 71 & 72
HIDALGO COUNTY TEXAS
Scale 1" = 500'

I E.M. Card, a Surveyor, do hereby certify that the foregoing plat of Re-Subdivision of Lots 1, and 5 to 32 inclusive of the San Juan Plantation is a true and correct plot of said lands as surveyed and subdivided by me

E.M. Card
Surveyor

Subscribed and sworn to before me this 1st day of November 1926

J.H. Rymmerer
Notary Public in and for Hidalgo County Texas.

(Seal)

Recorded Nov. 16 1926
At 1 o'clock P.M.

**AFFIDAVIT**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned official, on this day appeared K.V. CHOWDARY and _____ who are personally known to me, and first being duly sworn according to law upon their oath, deposed and said:

"Our names are K.V. CHOWDARY and KVS Family Ltd Partnership. We are all over eighteen (18) years of age. We reside in Hidalgo County, Texas. We are fully competent to make this Affidavit. We have personal knowledge of the facts stated herein and they are all true and correct.

The existing ETJ of the City of Pharr, Texas (also referred to as "Pharr") is 3 ½ miles and is specifically shown on the map attached hereto as Exhibit A and incorporated herein for all purposes.

The undersigned constitute the real property owners of an area comprised of _____ acres of land and located in Pharr's existing ETJ. This area is specifically shown and described by deed on Exhibit B attached hereto and incorporated herein for all purposes (the "Territory).

The Territory is not within the existing ETJ of any other municipality. The undersigned further represent that no request or development agreement has been presented to any other municipality requesting annexation or inclusion within another municipality's ETJ.

The undersigned acknowledge that if the Pharr's Board of Commissioners approves the expansion of its city limits to include the Territory, this Territory, its owners, residents, and inhabitants are entitled to enjoy all rights and privileges and be subject to all duties, obligations and limitations of property owners, residents and inhabitants within Pharr's city limits.

The undersigned request that the Board of Commissioners (City Commission) of the City of Pharr, Texas annex the Territory represented by this petition pursuant to Article I Section 5(c) of the City Charter of the City of Pharr, Texas and Chapter 43, Subchapter C-3 43.0671-43.0673 of the Texas Local Government Code in order that the voters and owners of the Territory represented in the petition to which this Affidavit is attached are entitled to enjoy the rights and privileges of other citizens of the City of Pharr, Texas.

The undersigned acknowledged that if the City of Pharr, Texas annexes the Territory represented by the petition to which this Affidavit is attached, this Territory shall be subject to and bound by the acts, ordinances, resolutions and regulations of the City of Pharr, Texas.

FURTHER AFFIANTS SAYETH NOT.

Executed on this 1st day of June, 2020.

KVS Family Ltd Partnership

Signature: K.V.S. Chowdary SIGN HERE

Name: K.V. CHOWDARY

Address: 4008 NEUHAUS DR
MCALLEN
TX. 78503

Total Acreage: _____

Property Description: _____

SUBSCRIBED and SWORN to me by the said _____ on this 1st day of June, 2020.

Maribel Garcia
Notary Public, State of Texas

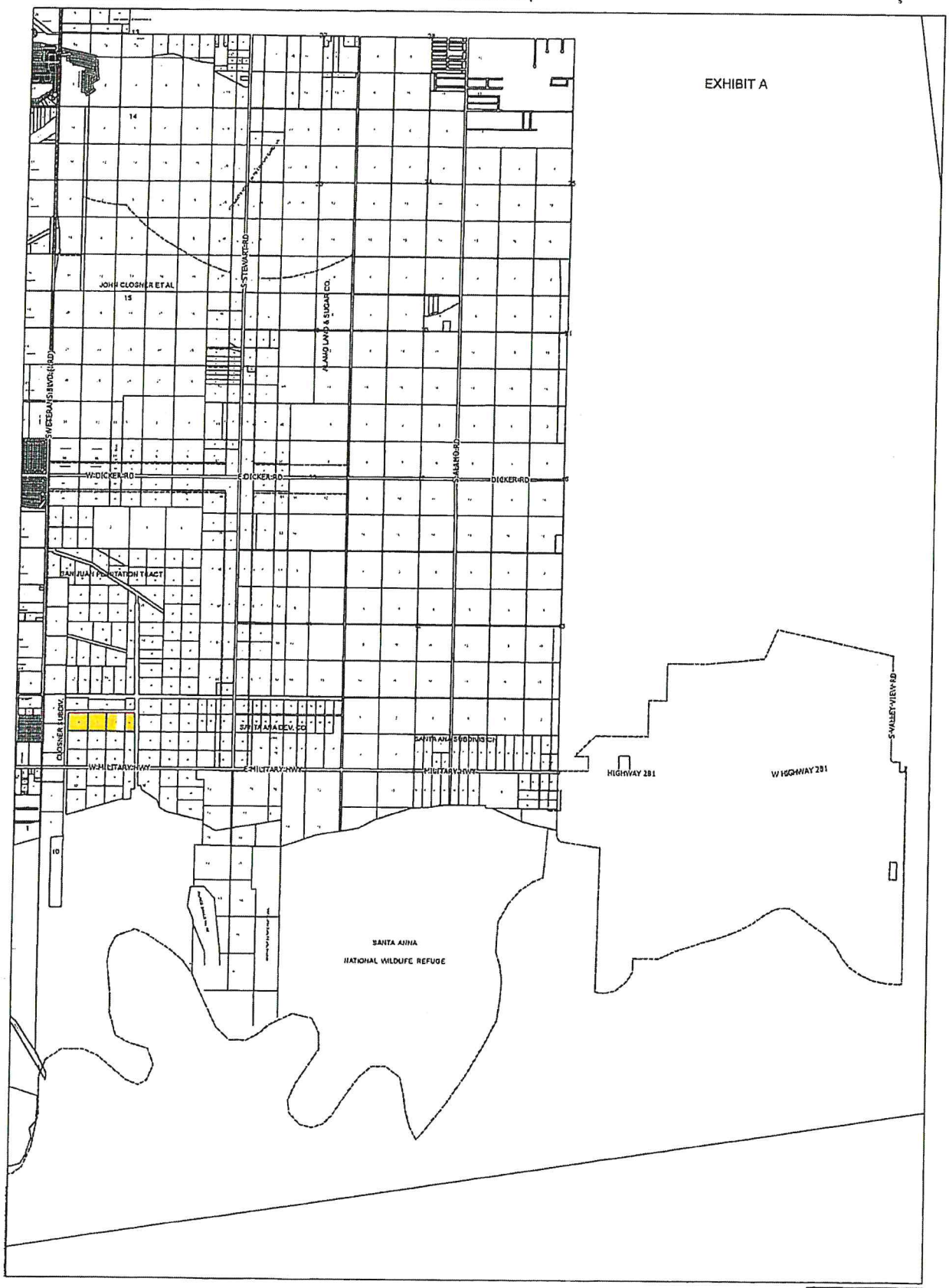
My Commission Expires:

MARIBEL GARCIA
COMM. EXPIRES 8-29-2022
NOTARY ID 13170201-3

Pharr Engineering

# City of Pharr
## Location Map

EXHIBIT A




Pharr City Limit
Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4225

Scale: 1 inch = 1,440 feet
0 720 1,440 2,880 4,320 5,760 Feet

## PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF PHARR, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable Body to extend the present city limits so as to include as part of the City of Pharr, Texas, the following described in the attached Exhibit A, including a map, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Pharr, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared Pilar Rodriguez, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

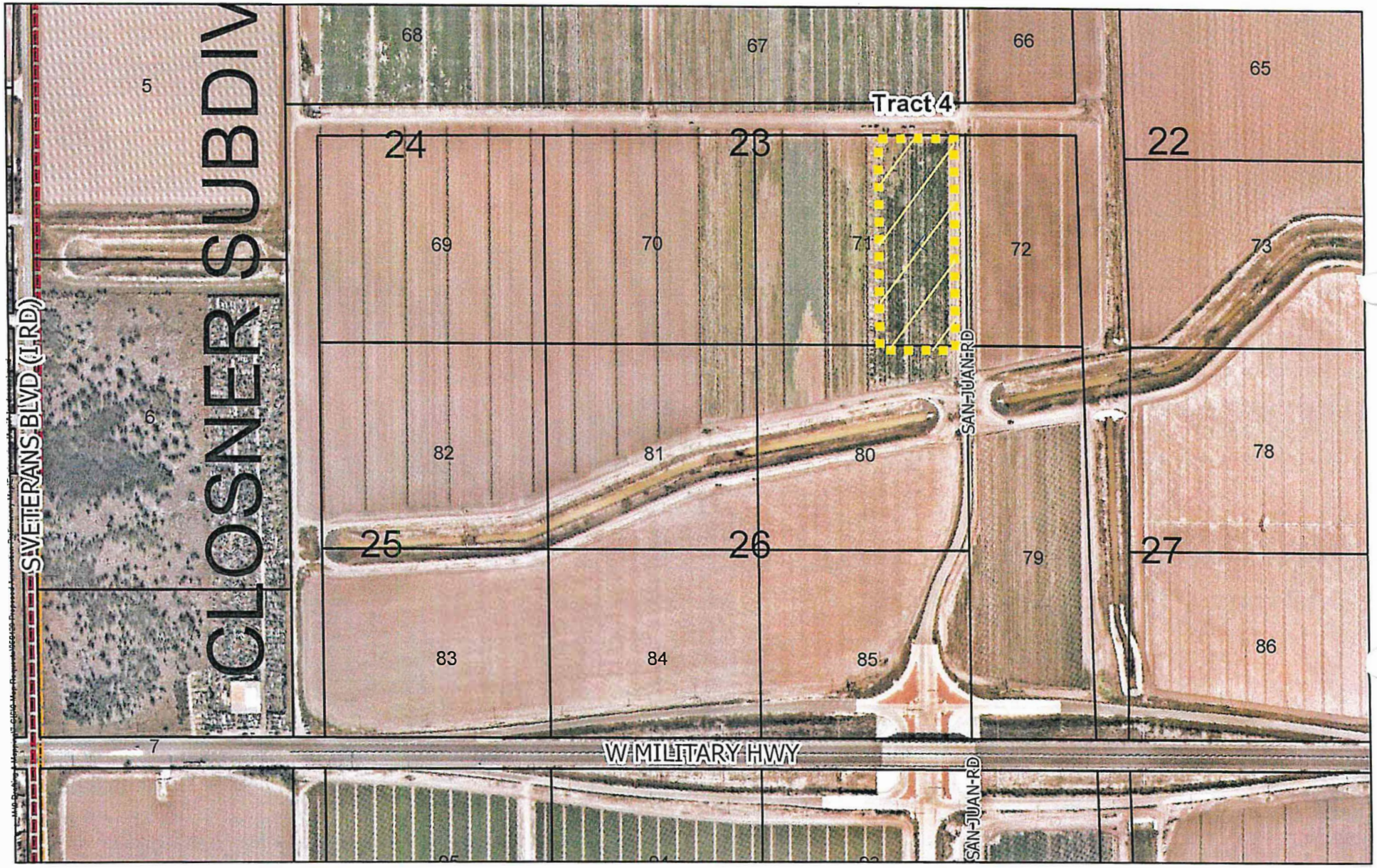
Given under my hand and seal of office, this 11th day of August, 2020.

Ivonne Rodriguez

Notary Public in and for Hidalgo County, Texas.

IVONNE RODRIGUEZ
Notary Public, State of Texas
Comm Expires 04-22-2024
Notary ID 125890277

HIDALGO COUNTY REGIONAL MOBILE AUTHORITY




Properties  Pharr City Limit  Pharr ETJ

Pharr Engineering

1 inch = 400 feet

0 150 300 600 900 1,200 Feet

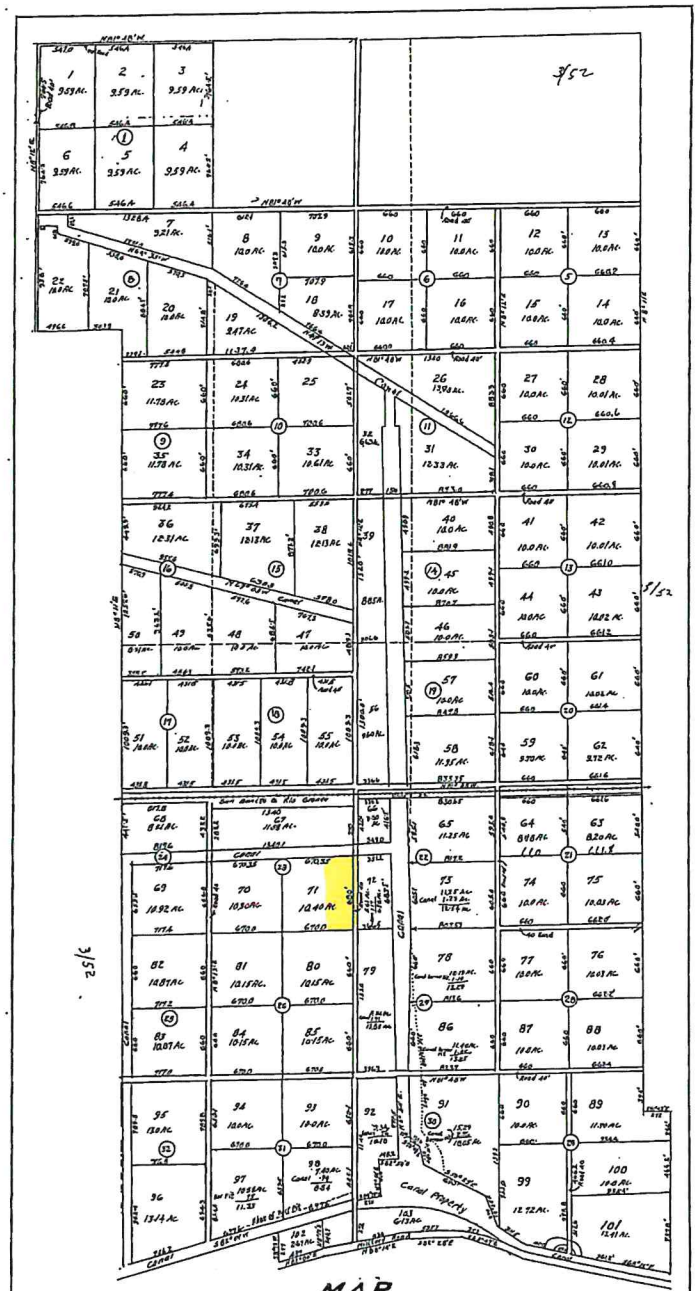
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

City of Pharr, Texas
Engineering Department
956.402.4242 Date: 5/21/2020

**PROPERTY DESCRIPTION**

**OWNER: HIDALGO COUNTY REGIONAL MOBILE AUTHORITY**

TRACT 4: A 4.94 acre tract of land, more or less, out of Lot 71, Block 23, San Juan Plantation Subdivision, Hidalgo County, Texas



# MAP

SHOWING RE-SUBDIVISION OF
LOTS 1, 3 AND 5 TO 32 INCLUSIVE
OF THE
SAN JUAN PLANTATION SUBDIVISION
OUT OF
PORCIONES 71 & 72
HIDALGO COUNTY TEXAS
Scale 1" = 500'

I E M. Card, a Surveyor, do hereby certify that the foregoing Map of Re-Subdivision of Lots 1, 3 and 5 to 32 inclusive of the San Juan Plantation is a true and correct Plat of said Lands as surveyed and Subdivided by me

E M. Card
Surveyor

Subscribed and sworn to before me this 10th day of November 1926

J. W. Ramsey
Notary public in and for Hidalgo County Texas.

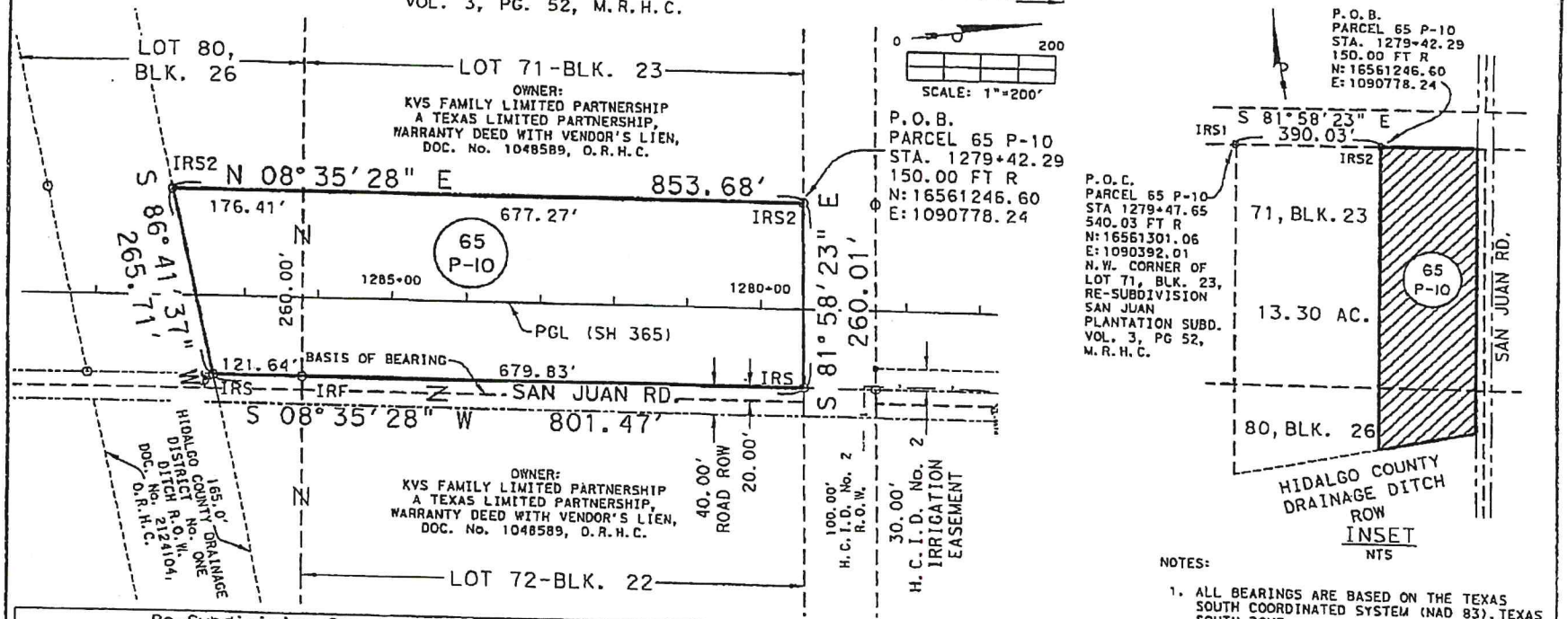
Seal

Recorded Nov 18 1926
At 1 o'clock P.M.

Doc-2660458

# RE-SUBDIVISION SAN JUAN PLANTATION SUBDIVISION

VOL. 3, PG. 52, M.R.H.C.




NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS SOUTH COORDINATED SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.

| Re-Subdivision San Juan Plantation Subdivision (Vol. 3, Pg. 52, M.R.H.C.) | | | | | |
|---|---|---|---|---|---|
| Tract No. | Existing (Sq. Ft.) | Convenance Doc./Vol.&Pg. | To Be Acquired (Sq. Ft.) | Remainder (Sq. Ft.) LEFT | RIGHT |
| 65 P-10 | 579,393.64 | 1048589 | 215,168.03 | 364,225.61 | 0 |

| REVISION | |
|---|---|
| DATE | COMMENT |
| 7/24/2014 | ADDED ACQUISITION TABLE |
| 9/15/2014 | Removed Access Control Line |

LEGEND

| | |
|---|---|
| LOT AND PROPERTY LINES | WATER VALVES AND METERS |
| EXIST. ROW LINES | SIGNS AND STOP SIGNS |
| PARCEL BOUNDARY LINES | IRRIGATION STAND PIPE |
| EXIST. EASEMENTS INSIDE PARCEL | IRRIGATION VALVE |
| EXIST. EASEMENT OUTSIDE PARCEL | SANITARY SEWER MANHOLE |
| COMMON OWERSHIP LINES | CONC. STRUCTURES |
| FENCE LINES | MONUMENTS |
| EXIST. SWALE LINES | IRS SET No. 4 REBAR |
| EDGE OF PAVEMENT LINES | IRF FOUND No. 4 REBAR |
| EDGE OF CALICHE ROAD | IRS1 SET No. 4 REBAR W/ CAP (RGEC) |
| EDGE OF DIRT ROAD | IRS2 SET No. 5 REBAR W/ ALUM DISK |
| SANITARY SEWER LINES | CPS SET COTTON PICKER SPINDLE |
| FIBER OPTIC LINES | P.O.B. POINT OF BEGINNING |
| OVER HEAD POWER LINES | P.O.C. POINT OF COMMENCEMENT |
| CULVERTS & DRAINAGE LINES | POWER POLES & GUY WIRE |
| WATER LINES | 65 PARCEL NUMBER |

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 7/21/14 7/24/14 REV: 9/15/14

ROW ACQUISTION: 215,168.03 SQ. FT.

R. Gutierrez Engineering Corporation

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY: PARCEL 65 P-10

| | |
|---|---|
| Dist. Name: PHARR | County: HIDALGO |
| RCSJ No: 3627-01-001 | DATE: 07/21/2014 |
| Project Name : SH 365-SEC. 1 | Sht. No: 3 of 3 |

**AFFIDAVIT**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned official, on this day appeared Pilar Rodriguez and _____ who are personally known to me, and first being duly sworn according to law upon their oath, deposed and said:

"Our names are Pilar Rodriguez and _____. We are all over eighteen (18) years of age. We reside in Hidalgo County, Texas. We are fully competent to make this Affidavit. We have personal knowledge of the facts stated herein and they are all true and correct.

The existing ETJ of the City of Pharr, Texas (also referred to as "Pharr") is 3 ½ miles and is specifically shown on the map attached hereto as Exhibit A and incorporated herein for all purposes.

The undersigned constitute the real property owners of an area comprised of 4.94 acres of land and located in Pharr's existing ETJ. This area is specifically shown and described by deed on Exhibit B attached hereto and incorporated herein for all purposes (the "Territory).

The Territory is not within the existing ETJ of any other municipality. The undersigned further represent that no request or development agreement has been presented to any other municipality requesting annexation or inclusion within another municipality's ETJ.

The undersigned acknowledge that if the Pharr's Board of Commissioners approves the expansion of its city limits to include the Territory, this Territory, its owners, residents, and inhabitants are entitled to enjoy all rights and privileges and be subject to all duties, obligations and limitations of property owners, residents and inhabitants within Pharr's city limits.

The undersigned request that the Board of Commissioners (City Commission) of the City of Pharr, Texas annex the Territory represented by this petition pursuant to Article I Section 5(c) of the City Charter of the City of Pharr, Texas and Chapter 43, Subchapter C-3 43.0671-43.0673 of the Texas Local Government Code in order that the voters and owners of the Territory represented in the petition to which this Affidavit is attached are entitled to enjoy the rights and privileges of other citizens of the City of Pharr, Texas.

The undersigned acknowledged that if the City of Pharr, Texas annexes the Territory represented by the petition to which this Affidavit is attached, this Territory shall be subject to and bound by the acts, ordinances, resolutions and regulations of the City of Pharr, Texas.

FURTHER AFFIANTS SAYETH NOT.

Executed on this 11th day of August, 2020.

Signature: P.R.R

Name: Pilar Rodriguez

Address: Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave.
Pharr, TX 78577

Total Acreage: 4.94

Property Description:
215,168.03 square feet of land out of 579,393.64 square feet tract of land out of Lot 80, Block 26, and Lot 71, Block 23, Re-Subdivision San Juan Plantation Subdivision, Hidalgo County, Texas

SUBSCRIBED and SWORN to me by the said Pilar Rodriguez on this 11 day of August, 2020.

Ivonne Rodriguez
Notary Public, State of Texas

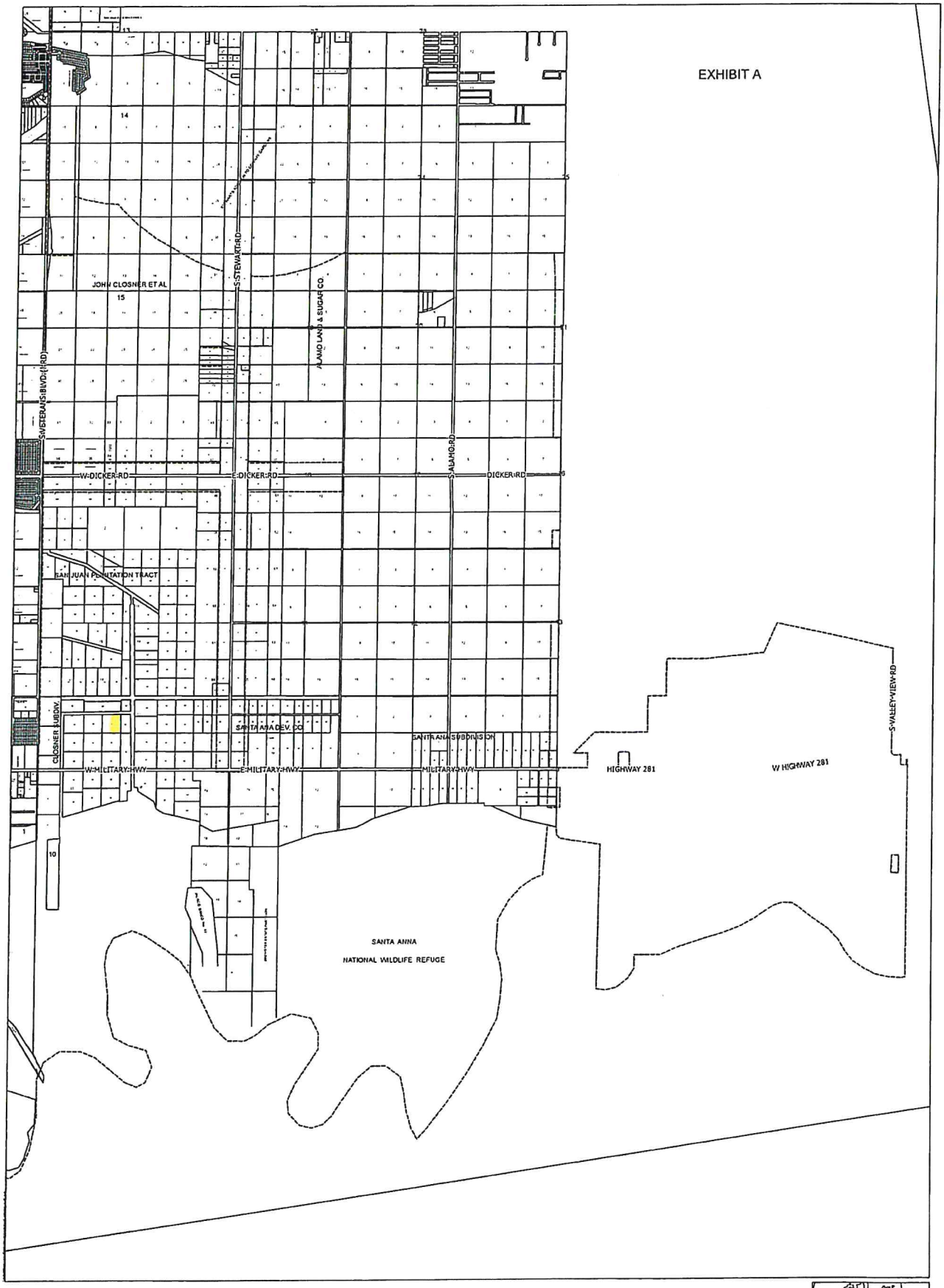
My Commission Expires:

IVONNE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 04-22-2024
Notary ID 125890277

Pharr Engineering

# City of Pharr
## Location Map

EXHIBIT A




Pharr City Limit
Pharr ETJ

City of Pharr, Texas
Engineering Department
956 402 4211

Scale: 1 inch = 1,440 feet
0 720 1,440 2,880 4,320 5,760 Feet

**EXHIBIT B**

**SERVICE PLAN**

## I. ANNEXATION AREAS

The annexation areas are located east of S. Veteran's Road and North of Military Highway. These properties are approximately **53 AC** and are illustrated in EXHIBIT A and further described below:

**OWNER: HIDALGO COUNTY IRRIGATION DISTRICT #2**

Tract 1: Being approximately 17.6 acres, containing 1.5 ac of land, more or less, out of the north 121 ft of Lot 6 John Closner Subdivision Porcion 71 and 16.10ac of land, more or less, out of San Juan Plantation Blocks 22-27

**OWNER: KVS FAMILY LIMITED PARTNERSHIP**

TRACT 2: A 10.86 acre tract of land, more or less, Lot 69, Block 24, San Juan Plantation Subdivision, Hidalgo County, Texas

TRACT 3: A 10 acre tract of land, more or less, out of Lot 70, Block 23 and a 6.12 acre tract of land, more or less, out of Lot 71, Block 23, San Juan Plantation Subdivision, Hidalgo County Texas

TRACT 6: A 5.4 acre tract of land, more or less, out of Lot 72, Block 22, San Juan Plantation Subdivision, Hidalgo County, Texas

**OWNER: HIDALGO COUNTY REGIONAL MOBILE AUTHORITY**

TRACT 4: A 4.94 acre tract of land, more or less, out of Lot 71, Block 23, San Juan Plantation Subdivision, Hidalgo County, Texas

## II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

### A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);

- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

**1. POLICE**

*Existing Services:* None

*Services to be Provided*: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

**2. FIRE**

*Existing Services:* Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

*Services to be Provided*: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

**3. BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:* The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr.

**4. PLANNING AND ZONING**

*Existing Services:* None

*Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

**5. LIBRARY**

*Existing Services:* None

*Services to be Provided:* Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

**6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE**

*Existing Services:* None

*Services to be Provided:* The Hidalgo County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

**7. STREET**

*Existing Services:* County Street Maintenance

*Services to be Provided:* Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

**8. STORM WATER MANAGEMENT**

*Existing Services:* None

*Services to be Provided:* Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

**9. STREET LIGHTING**

*Existing Services:* None

*Services to be Provided:* The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

**10. TRAFFIC ENGINEERING**

*Existing Services:* None

*Services to be Provided:* The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

**11. WATER SERVICE**

*Existing Services:* None

*Services to be Provided*: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent

area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

**12. SANITARY SEWER SERVICE**

*Existing Services:* None

*Services to be Provided:* Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

**13. SOLID WASTE SERVICES**

*Existing Services:* None

*Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

**14. ADDITIONAL SERVICES**

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

## B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

## III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**EXHIBIT C**
**SCHEDULE FOR VOLUNTARY ANNEXATION**
**CITY OF PHARR, TEXAS**

| DATE | ACTION/EVENT | LEGAL AUTHORITY |
|---|---|---|
| September 21, 2020 | Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for October 19, 2020 (28 days) | TLGC 43.0671 |
| October 2, 2020<br><br>Publish notice of public hearing<br><br>AND<br><br>Send notice to school district and to each public entity. | Send notice to Advance for publication of **October 7, 2020**<br><br>Post notice of public hearing on city's website and maintain until hearings are complete<br><br>**School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing.<br><br>**Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing. | TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing**. |
| October 7, 2020 | Legal Notice for Public Hearing Published for the date of October 19, 2020(12 days) | Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673 |
| October 19, 2020 | Public Hearing – Regular CC Meeting | Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673 |
| October 19, 2020 | First Reading of the Ordinance | TLGC 43.0673 |
| November 2, 2020<br><br>Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading | Second Reading of the Ordinance | Second reading of annexation ordinance, City Charter, Article I, Section 5 |
| November 16, 2020 | Third and final reading of the ordinance | Third and final reading of the annexation ordinance, Article III, Section 6, City Charter |
| Within 30 days of Second Reading | City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar. | Elec. Code 42.0615 |
| Within 60 days of Second Reading of Ordinance | City provides a certified copy of ordinance and maps to:<br>1. County Clerk<br>2. County Appraisal District<br>3. County Tax Assessor Collector<br>4. 911 Addressing<br>5. Sheriff's office<br>6. City Department Heads<br>7. State Comptroller<br>8. Franchise Holders | |

**EXHIBIT D**

# City of Pharr

## City Boundaries

Pharr Engineering

Pharr City Limit
Pharr ETJ
Hidalgo County Cities

Scale:1 inch = 2,500 feet

0 1,250 2,500 5,000 7,500 10,000 Feet

City of Pharr, Texas
Engineering Department
956.402.4221
Date: 12/12/2018

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

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.I.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Edward Wylie, Assistant City Manager

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Resolution establishing Code of Ethics for Boards and Commissions.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** In order to have proper operation of a democratic government a code of ethics for elected and appointed officials is required.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Edward Wylie | Created/Initiated - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/18/2020 |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF PHARR, TEXAS, ESABLISHING A CODE OF ETHICS FOR CITY ELECTED AND APPOINTED OFFICIALS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Board of Commissioners of the City of Pharr, Texas desires to establish guidelines for the conduct of City officials; and

**WHEREAS**, the Mayor, Board of Commissioners and members of the boards and commissions of the City should be independent and impartial and responsible to the citizens of Pharr;

**WHEREAS**, The Board of Commissioners of the City of Pharr, Texas desires to adopt a policy to govern the actions of public officials and to memorialize the officials' dedication and service to the citizens of the City; and

**WHEREAS**, the Board of Commissioners, by this Resolution, adopts a Code of Ethics for Elected and Appointed Officials.

**NOW, THEREFORE**, **BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE**

**CITY OF PHARR, TEXAS:**

**SECTION 1**. That the Board of Commissioners hereby adopts the Code of Ethics as follows:

**CODE OF ETHICS**

**SECTION 2. Purpose.**

It is hereby declared to be the policy of the City that the proper operation of democratic government requires that public officials be independent, impartial and responsible only to the people of the City; that no officer shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of such person's duties in the public interest; that public office not be used for personal gain; and that the City Council at all times shall be maintained as a nonpartisan body. To implement such a policy, the Board of Commissioners deems it advisable to enact a Code of Ethics for Elected or Appointed Officials, as defined in this article, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the City's public servants, but also as a basis for discipline for those who refuse to abide by its terms, the overriding interest being that such officers of the City shall at all times strive to avoid even the appearance of impropriety.

**SECTION 3. Title; application.**

(a) This section shall be known as the City of Pharr Code of Ethics for Elected and

Appointed Officials;

(b) This Code of Ethics shall apply to all appointed or elected officials of all City boards, committees or commissions as defined in this article.

**SECTION 4. Code of Ethics**

City's Code of Ethics for Elected and Appointed Officials shall be the following:

- SEEK NO FAVORS(S);
- BUILD TRUST THROUGH TRANSPARENCY AND HONESTY;
- BE GOOD STEWARDS OF PUBLIC RESOURCES.

**SECTION 5. Interpretation of content**.

Any officer may request, and the City Attorney shall issue, a verbal or written opinion (as deemed appropriate) concerning the meaning or effect of any section, word, or requirement of this Code of Ethics as it affects such person.

**SECTION 6.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

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

APPROVED:

_____
AMBROSIO "AMOS" HERENANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY SECRETARY

APPROVED AS TO FORM:

_____
PATRICIA A. RIGNEY, CITY ATTORNEY

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.A.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Consideration and action, if any, on acceptance of offer or counter offer for the property legally described as being a 15.11 acre tract of land, more or less, out of Lot 339 and a 6.1 acre tract of land, more or less, out of Lot 338, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**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 the property is necessary to make certain drainage improvements in the South Pharr area. A letter was sent out to KelFam LTD (owners) for the intent to acquire property, the representative for KelFam LTD, Blake Box reached out to the City and advised that the owners are interested in selling property for a total of $296,940. Email is included in the attached files.

**Financial Consideration:** Offer from owners: $296,940.00

Appraised Value (as-is): $459,500.00

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 9/16/2020 |
| Melanie Cano | Approved - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| City Management Office | Final Approval - 9/18/2020 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.B.
**DATE SUBMITTED:** September 11, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Vanessa Guzman, Administrative Assistant

**DEPARTMENT**: Bridge

**DIRECTOR:** Luis Bazan

**Agenda Item:** Consideration and action, if any, authorizing CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase III) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The City of Pharr has prioritized the expansion of the Pharr International Bridge by adding four more lanes. Studies in Mexico and in the U.S. have to be in place in order to move forward with planning. CAXCAN is the original designer/engineer of the Pharr-Reynosa International Bridge on Mexico's side. This set of studies will be specific to Mexico, as Mexico's federal agencies have indicated interest in seeing this project come fruition and have been accelerating project timelines, as was the case with the modernization of the aduana. (Project No. 1819-70-510-S034-001)

**Financial Consideration:** $ 425,200.00

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

**Alternatives:** N/A

## ROUTING:

| | |
|---|---|
| Vanessa Guzman | Created/Initiated - 9/11/2020 |
| Luis Bazan | Approved - 9/17/2020 |

| | |
|---|---|
| Patricia Rigney | Approved - 9/17/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| City Management Office | Final Approval - 9/18/2020 |

PROFESSIONAL SERVICES CONTRACT

CITY OF PHARR

CONTRACT TO

Provide Permitting Services, Surveying, Design, Preparation of Plans and Specifications, and Project Management for the FIELD STUDIES AND CONCEPTUAL PLAN FOR "Second Span of the Pharr –Reynosa International Bridge" Phase 3, in the Mexico portion.

This Contract made and entered into in Pharr, Hidalgo County, Texas between the City of PHARR, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Engineering Firm Caxcan SA de CV located in Pestalozzi 117, Alcaldía Benito Juarez, Ciudad de Mexico, Mexico. Phone number +52(55) 56398162.

Engineer(s) duly licensed, and practicing under the laws of Mexico, hereinafter termed "Consultant," said Contract being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said Consultant for engineering services hereinafter set forth in connection with the above designated project for the City of Pharr.

. I The Consultant shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed. The Consultant, in consideration for the compensation herein provided, shall render the following professional services necessary for the development of the Project to final completion, including permitting documents, environmental clearance, designs, reports, and special and general conditions or instructions as acceptable to the City Council, or their duly authorized representative, subject to other provisions of this Contract. The consultant shall be represented by a registered professional engineer, licensed to practice in Mexico, at all review meetings of any official nature concerning the Project, including but not limited to scope meetings, staff review meetings, and project review meetings, and subject to the approval of municipal, State and federal agencies, where applicable. All documents submitted for review, relating to design and technical issues of the project, shall bear the seal of a registered professional engineer, or when applicable the seal of a registered architect.

. II Basic Services: The Consultant shall perform his obligations and Basic Services

necessary for the development of the project as described in Attachment “A” Scope of Services. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the City's desires and objectives for this project.

. III Personnel: The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the City, or any other public agency within the Pharr area.

. IV Period of Performance: The services of the Consultant shall commence within ten (10) days after written notice to proceed or work authorization is issued. The anticipated Contract time for performance of the scope of Services, as described in the Scope of Services Attachment “A” established to be eight months. Any amendments to the Scope of Services are to be set forth by amendment to this contract. If, upon review of the work, corrections, modifications and/or alterations are required of the Consultant, these items shall be completed by the Consultant before the work is approved. However, if circumstances dictate, the City may authorize extensions of the time should there be delays due to reasons beyond the control of the Consultant. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the Owner, TxDOT, and other Texas, United States, or International entities will not be charged against Consultant's contract time. In the performance of the various phases of this contract the Consultant shall contact the various utility coordinators for request of the most current available utility records; and other governmental entities for particular or peculiar problems, which may arise. The Consultant shall furnish upon completion of the work herein described in the "Scope of Services" a maximum of five (5) sets of approval/permit documents, conceptual sets of plans and specifications, and construction plans and specifications. The Consultant shall not be liable or responsible for, and those shall be excluded from the computation of the aforesaid period of time, any delays due to strikes, riots, acts of god, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant should be significantly extended under this provision, Consultant may give written notice thereof to the City stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period, which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

. V Compensation and Payment: The City shall pay Consultant for the performance of services as outlined in the Contract, a fee computed on the basis of an hourly billing rate for all of the Consultant's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in Attachment B. Reimbursable expenses shall include costs for travel, out of town lodging, subsistence, telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project. The billing for reimbursable expenses shall have an administrative factor of one point one (1.1) applied to the actual costs to cover the Consultant's administrative expenses related to these items. A maximum fee of $425,200.00 for the scope of services, including reimbursable expenses, will not be exceeded without written authorization by the City; said fee will include payroll costs and direct non-labor expenses. Said maximum fee is further broken down into sub phases as such:

. 1. - ENGINEERING FEASIBILITY AND MINISTRIES APPROVALS.

. 2. - ENVIRONMENTAL ASSESSMENT.

. 3. - RIGHT OF WAY ASSESSMENT.

. 4. - HYDRAULIC STUDY UPDATE AND CILA - IBWC APPROVAL.

. 5. - COMPREHENSIVE REVIEW OF ENGINEERING, ENVIRONMENTAL, TRAFFIC AND ROW PROJECT COMPONENTS FROM AUTHORIZED EXPERT.

See Attachment "A" Summary of Compensation also detailing the amount set forth above. The fee for any additions to the Scope of Services is to be set forth by amendment to this contract.

Monthly billings on duly completed work, which is work completed for payment to employer and principles, and expenses for work performed during the preceding four weeks accounting period will be submitted to the City during the course of the project.

Consultant shall submit to the City Partial Requests for Payment filled out and signed by the Consultant covering the work completed as of the date of the Partial Request for payment, and accompanied by such supporting documentation as is required by the Contract documents.

THE CONSULTANT SHALL NOT PERFORM ANY WORK, WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL HE HAS RECEIVED AUTHORIZATION FROM THE CITY.

VI Termination and / or Suspension of Work

A. Right of Either Party to Terminate: This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice.

B. Right of City to Terminate: The City reserves the right to terminate this Contract for convenience by issuing a signed, written notice of termination which shall take effect on the twentieth ($20^{th}$) day following receipt of said notice.

C. Procedures Consultant to follow upon receipt of Notice of Termination if issued by the City: Upon receipt of a notice of termination and prior to the effective date of the termination, the Consultant shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this contract prior to the effective date of termination. Copies of all completed or partially completed documents, specifications and reproductions of all completed or partially completed design, and plans prepared under this contract prior to the effective date of termination shall be delivered to the City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth above. Upon the above conditions having been met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract less previous payments of the fee. Failure

by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this contract.

D. Suspension by City

If the Owner suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension.

If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than fourteen (14) days' written notice.

Procedures Consultant to follow upon receipt of Notice of Suspension by the City:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar; as such orders and contracts are chargeable to this Contract. Consultant shall prepare a statement showing in detail the services performed under this contract prior to the effective date of suspension. Copies of all completed or partially completed documents, designs; plans specifications prepared under this contract prior to the effective date of suspension shall be delivered to the City. During the period of suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract, less previous payments of the fee.

2. In the event that Consultant exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the City of Consultant's notice of termination Consultant shall submit (if he has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension. Additionally, the above referenced copies of documents shall be delivered to the City as a pre-condition to final payment. Upon the above condition being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this contract bear to the total

services called for under this contract, less previous payments of the fee. Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.

VII Consultant's Insurance and Warranty:

Insurance: The Consultant shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contact under the provisions of VI above.

. VIII Changes in Scope of Services: The City, may, from time to time, request changes in the Scope of Services to be performed by the Consultant hereunder and if such changes are agreed to by the Consultant, they shall be included as written amendments to this contract.

. IX Subletting or Assigning of Contract: The City does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the City, the Consultant, and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award. The City agrees to pay the Consultant for specified services as stated in the agreed contract. The City does not agree to pay any additional party either jointly or separately for the contract.

. X Consultant’s Responsibility & Liability: Acceptance and approval of the deliverables by the City Council shall not constitute nor be deemed a release of the responsibility and

liability of the Consultant for the accuracy and competency of his designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or on behalf of the City shall be deemed to be an assumption of such responsibility by the City for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the Consultant. The Consultant further agrees to perform any re-designs, required as a result of the Consultant's development of the designs, plans, specifications, or documents which are found to be in error. Re-designs required or occasioned after completion and acceptance by Owner of the Design Phase, for the convenience of the City shall be paid for as provided and prescribed hereinafter under Additional Services of the Consultant.

. XI Indemnification: Consultant shall and does hereby agree to indemnify and hold harmless the City from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of Consultant, its officer, agents, employees, or other persons for whom Consultant is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract; Consultant will at its cost and expense defend and protect the City against any and all such claims and demands.

. XII Severability: If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

. XIII Interest of Consultant: The Consultant agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

. XIV Owner of Documents: All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the City.

. XV Equal Employment Opportunity / Minority Business Enterprise: The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to

their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the Consultant agrees to abide by all applicable provisions of the Non-discrimination Clause as contained in the City's current Affirmation Action Plan on file in the City Clerk's Office. In the event non-compliance occurs, the Consultant, upon written notifications by the City will commence compliance procedures immediately.

. XVI Political Interests in this Contract: No employee of the City shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided however, that this provision shall not be constructed to extend to this contract of made with a corporation for its general benefit.

. XVII Entire Contract: This Contract represents the entire and integrated Contract between the Consultant and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instruments signed by both the City and Consultant.

IN WITNESS WHEREOF, the City of Pharr has lawfully caused those presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Jesus Javier Montero Casillas thereunto authorized by Caxcan SA de CV. does now sign, executed and deliver this document.

DONE AT PHARR, TEXAS, ON THIS SEPTEMBER 15 OF 2020, A.D.

ATTEST:

JESUS JAVIER MONTERO CASILLAS

_____

Director Operativo CAXCAN SA DE CV

ATTEST:

_____ City Clerk

City of PHARR:

_____ City Manager

CAXCAN S.A. de C.V.
INGENIEROS CIVILES

**ATTACHMENT "A" SCOPE OF SERVICES**

Mexico City. August 31th, 2020.

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

In attention to your kind request, we present for your consideration our scopes for the following services required for the FIELD STUDIES AND CONCEPTUAL PLAN FOR "Second Span of the Pharr –Reynosa International Bridge", **PHASE 3**.

**Introduction**

Cost Benefit Analysis of Bridge Expansion of Pharr Bridge has been submitted to Unidad de Inversiones de la Secretaria de Hacienda (unit of investment of the Department of Treasure) successfully. Project has been registered in the National Infrastructure Funds and is candidate to obtain federal funds to construction but is needed to comply specific studies to access the funding.

Specific studies are

1. Engineering feasibility and Ministries approvals.
2. Environmental assessment.
3. Right of Way assessment.
4. Hydraulic study update and CILA - IBWC approval.
5. Comprehensive review of Engineering, environmental, traffic and RoW project components from authorized expert.

These studies are mandatory prior to construction.

This methodology describes the main tasks needed to develop the tasks shown above.

**1. ENGINEERING FEASIBILITY AND MINISTRIES APPROVALS.**

The feasibility of the Project will be obtained once the Dirección Federal de Carreteras Federales (Federal Highways) of the SCT (Deparment of Transportation) reviews and approves the executive project and the technical studies that support it. For this it is necessary to carry out the following tasks:

**A)** Review and homologate of the US side project of the bridge.

The international bridge is considered a unique project, even though it will be built on both sides of the border, so it must meet the standards and specifications of the SCT in Mexico, as well as those of TxDOT in the United States.
The counterpart from the United States will deliver its version of the executive project, as well as the field studies to the Mexican consultant (CAXCAN) and vice versa so that each one can review the plans and calculations of the other and ensure that the project requirements and technical standards are met from both countries.
**B)** Ministries approvals.
Once the project and the technical studies prepared by the Mexican and the United States engineers have been compared, both consultants will proceed in coordination with the reconciliation and standardization of a homologated bridge project, with its versions in Spanish (metric system) and English, which will be presented for its approval to SCT - TxDOT.
Documents that will be delivered to the SCT for its review and approval

- Hydraulic study.
- Mechanics of soil study and foundation calculations.
- Schematics.
- Construction procedure.
- Drawing of the Plans in the Mexican Version (metric units).
- Drawing of the Plans in the US Version (English units).
- Specifications and Notes.
- Summary of Materials.

**2. ENVIRONMENTAL ASSESSMENT**

The objective is developing the environmental assessment of the bridge expansion of Reynosa-Pharr Port Of Entry in the Mexican side, obtaining the Manifestación de Impacto Ambiental (environmental impact assessment) from SEMARNART (environmental ministry) needed prior to construction.
The assessment will include

- Environmental impact estimation
- Preservation and conservation of the ecological balance and where appropriate, impact estimation over natural areas or protected areas.
- Applicable Ecological Regulations
- Urban Development and Roadway Plans

Analysis will be carried out mainly with secondary data. Due COVID pandemic data collection on field will be minimized. Topics that will be analyzed will be

- Environmental
    - Climatology

  - Geomorphology and geology.
  - Water streams and other bodies of water.
  - Land use
  - Plant associations present (Flora)
  - Characteristics of fauna in the area.
  - Vulnerable areas

- Link with normative instruments
  - General and local ecological planning
  - Urban development plans at local and state level
  - Protected natural areas
  - Sites with environmental protection

The environmental impact assessment will be carried out using a technique widely used by the technical and scientific community of the country and accepted by SEMARNAT (environmental ministry).
The mitigation measures that are proposed will be derived from the environmental conditions and the interaction of the project with the elements that may be affected in construction and operation project phases.
The analysis also includes the mandatory announcement to public in local papers with an executive resume of the project and the Environmental Impact assessment.

**3. RIGHT OF WAY ASSESSMENT.**

The objective is developing the Right of Way assessment of the bridge expansion of Reynosa-Pharr Port of Entry in the Mexican side, obtaining a legal opinion by a certified real estate Attorney that confirms the ownership of the portion of land that makes up the right of way, this by obtaining the documentation that proves it through the investigation of an independent expert in the public records of federal, state, or municipal property, if necessary, as well as municipal and regional urban development plans.
The assessment will include

- Documentary investigation of the right of way.
- Certified legal opinion of the ownership of the right of way.

**4. HYDRAULIC STUDY UPDATE AND CILA - IBWC APPROVAL.**

At this stage it is required to provide technical support to the Executive Project, obtain and review the topographic survey, study of soil mechanics, hydraulic analyzes and the conceptual plan developed by the United States counterpart, in order to compare the data

obtained, and the results of the different analyzes of the behavior of the Rio Grande that make up the hydraulic study.
Once the studies prepared by the Mexican side and the United States have been compared, both consultants will proceed in coordination with the reconciliation and standardization of a single hydraulic study, with its versions in Spanish (metric system) and English, which will be presented for its approval to CILA - IBWC.

**5. COMPREHENSIVE REVIEW OF ENGINEERING, ENVIRONMENTAL, TRAFFIC AND ROW PROJECT COMPONENTS FROM AUTHORIZED EXPERT.**

In this stage a comprehensive review of the all studies developed for the project will be carried out. The objective is to determine if engineering, legal, economic and environmental studies comply the requirements established by the FONADIN (National Infrastructure Fund).
Risks for each component will be identified, and corrective measures will be proposed.
Finally, a document will be drafted with the conclusions of the review and determining if project is feasible for construction phase.
All components must be provided prior to carry out this task.

**FOLLOW-UP**
It is considered the accompaniment to meetings, interviews to stakeholders and binational meetings during the project development (8 months).
**DELIVERABLES**

| **Deliverable 1** | (Description) |
|---|---|
| Engineering feasibility and ministries approvals | Approved Bridge desing. |
| **Deliverable 2** | |
| Environmental assessment | Environmental impact assessment and mitigation measures |
| **Deliverable 3** | |
| Right of Way assessment. | Environmental impact assessment and legal documents |
| **Deliverable 4** | |
| Hydraulic study update and CILA - IBWC approval. | Homologated Hydraulic study |
| **Deliverable 5** | |

| | |
|---|---|
| Comprehensive review from authorized expert | Technical review of engineering, legal, economic and environmental studies |

**FEE**

**The Fee of our services is 425,200.00 USD without Value Added Tax and will be payable with next schedule**

| No | TASK | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | ENGINEERING FEASIBILITY | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $160,000.00 |
| | AND MINISTRIES APPROVALS | | | | | | | | | |
| 2 | ENVIRONMENTAL ASSESMENT | $15,000.00 | $15,000.00 | $15,000.00 | $13,200.00 | | | | | $58,200.00 |
| | | | | | | | | | | |
| 3 | RIGHT OF WAY ASSESMENT | $11,000.00 | $11,000.00 | $11,000.00 | $11,000.00 | $12,000.00 | $12,000.00 | | | $68,000.00 |
| | | | | | | | | | | |
| 4 | HYDRAULIC STUDY UPDATE | $15,000.00 | $15,000.00 | $15,000.00 | $20,000.00 | | | | | $65,000.00 |
| | AND CILA - IBWC APPROVAL | | | | | | | | | |
| 5 | COMPREHENSIVE REVIEW OF | | | | | $20,000.00 | $20,000.00 | $20,000.00 | $14,000.00 | $74,000.00 |
| | ENGINEERING, ENVIRONMENTAL, TRAFFIC | | | | | | | | | |
| | AND ROW PROJECT COMPONENTS | | | | | | | | | |
| | FROM AUTHORIZED EXPERT | | | | | | | | | |
| | | | | | | | | | | |
| | TOTAL MONTHLY PAYMENTS. | $61,000.00 | $61,000.00 | $61,000.00 | $64,200.00 | $52,000.00 | $52,000.00 | $40,000.00 | $34,000.00 | **$425,200.00** |
| | | | | | | | | | | |
| | ACCUMULATED AMOUNT | $61,000.00 | $122,000.00 | $183,000.00 | $247,200.00 | $299,200.00 | $351,200.00 | $391,200.00 | $425,200.00 | |
| | | | | | | | | | | |

Kindest regards.

_____

Ing. Jesus Javier Montero Casillas
DIRECTOR OPERATIVO.

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

# ATTACHMENT "B"

**LUIS BAZAN**
**BRIDGE DIRECTOR**
**PHARR - REYNOSA INTERNATIONAL BRIDGE**

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

## PHASE 3

**SEPTEMBER 2020**

| No | TASK | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY |
|---|---|---|---|---|---|---|---|---|---|
| 1 | ENGINEERING FEASIBILITY | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 |
| | AND MINISTRIES APPROVALS | | | | | | | | |
| 2 | ENVIRONMENTAL ASSESMENT | $15,000.00 | $15,000.00 | $15,000.00 | $13,200.00 | | | | |
| | | | | | | | | | |
| 3 | RIGHT OF WAY ASSESMENT | $11,000.00 | $11,000.00 | $11,000.00 | $11,000.00 | $12,000.00 | $12,000.00 | | |
| | | | | | | | | | |
| 4 | HYDRAULIC STUDY UPDATE | $15,000.00 | $15,000.00 | $15,000.00 | $20,000.00 | | | | |
| | AND CILA - IBWC APPROVAL | | | | | | | | |
| 5 | COMPREHENSIVE REVIEW OF | | | | | $20,000.00 | $20,000.00 | $20,000.00 | $14,000.00 |
| | ENGINEERING, ENVIRONMENTAL, TRAFFIC | | | | | | | | |
| | AND ROW PROJECT COMPONENTS | | | | | | | | |
| | FROM AUTHORIZED EXPERT | | | | | | | | |
| | | | | | | | | | |
| | TOTAL MONTHLY PAYMENTS. | $61,000.00 | $61,000.00 | $61,000.00 | $64,200.00 | $52,000.00 | $52,000.00 | $40,000.00 | $34,000.00 |
| | | | | | | | | | |
| | ACCUMULATED AMOUNT | $61,000.00 | $122,000.00 | $183,000.00 | $247,200.00 | $299,200.00 | $351,200.00 | $391,200.00 | $425,200.00 |
| | | | | | | | | | |

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

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

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.C.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Ignacio Amezcua, Director

**DEPARTMENT**: Purchasing

**DIRECTOR:** Ignacio Amezcua

**Agenda Item:** Consideration and action, if any, on selecting various Electrical Firms to be part of a rotation list to provide City Wide Electrical On-Call and Maintenance Service.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The City of Pharr periodically has a need for Electrical on-call and Maintenance Service projects that require various Electrical Firms.

On September 1, 2020 the City of Pharr received a total of (5) Proposals (2 Responsive and 3 Non-Responsive Bidders) in response to our RFP-City Wide Electrical on-call and Maintenance Service. (Project No.1920-01-528-S041-001)

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approving the Responsive Firms list as presented

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Ignacio Amezcua | Created/Initiated - 9/17/2020 |
| Omar Anzaldua | Approved - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| Anali Alanis | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/17/2020 |

# Ph
## Purch

BID OPENING: SEPTEMB

LOCATION: City Com

**CITY WIDE ELECTRICAL ON-CALL AND**

**PROJECT NO.: 192C**

| PARTICIPATING BIDDERS: | | | | SAENZ BROTHERS CONSTRUCTION, LLC |
|---|---|---|---|---|
| REFERENCE NUMBER | DESCRIPTION | UOM | QTY | COST |
| 1 | Electrician (REGULAR RATES) | Hr | 1 | $37.00 |
| 2 | Assistant (REGULAR RATES) | Hr | 1 | $17.00 |
| 3 | Mark up/down on parts & materials (REGULAR RATES) | % | 1 | 20% |
| 4 | Electrician (EMERGENCY RATES) | Hr | 1 | $37.00 |
| 5 | Assistant (EMERGENCY RATES) | Hr | 1 | $17.00 |
| 6 | Mark up/down on parts & materials (EMERGENCY RATES) | % | 1 | 20% |
| HARDCOPY OF BID SUBMITTED | | | | SUBMITTED |
| ELECTRONIC BID SUBMITTED | | | | SUBMITTED |

## RECOMME

AWARD CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE CONTRACT TO
LLC AND FACILITY SOLUTIONS GROUP WILL BE PART OF A PROJECTS ROTATION LIST

arr
asing

ER 1, 2020 AT 3:00 P.M.

mission Rm 2nd Floor

MAINTENANCE SERVICE CONTRACT

)-01-528-S041-001

| | NON-RESPONSIVE | NON-RESPONSIVE | NON-RESPONSIVE |
|---|---|---|---|
| FACILITY SOLUTIONS GROUP | ST ELECTRIC | LED ELECTRIC & LIGHTING CONTRACTORS | ENLIGHTEN ELECTRIC CO., LLC |
| COST | COST | COST | COST |
| $65.00 | $40.00 | $70.00 | $95.00 |
| $45.00 | $25.00 | $55.00 | $48.00 |
| 10% | 20% | 15% | 26.50% |
| $97.50 | $60.00 | $105.00 | $142.00 |
| $67.50 | $35.00 | $85.50 | $72.00 |
| 10% | 20% | 25% | 26.50% |
| SUBMITTED | NOT SUBMITTED | NOT SUBMITTED | NOT SUBMITTED |
| SUBMITTED | SUBMITTED | SUBMITTED | SUBMITTED |

# ENDATION

O ALL PARTICIPATING RESPONSIVE BIDDERS. SAENZ BROTHERS CONSTRUCTION,

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.D.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Ignacio Amezcua, Director

**DEPARTMENT**: Purchasing

**DIRECTOR:** Ignacio Amezcua

**Agenda Item:** Consideration and action, if any, on selecting various HVAC Firms to be part of a rotation list to provide City Wide HVAC On-Call and Maintenance Service.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The City of Pharr periodically has a need for HVAC on-call and Maintenance Service projects that require various HVAC Firms.

On September 1, 2020 the City of Pharr received a total of (4) Proposals (2 Responsive and 2 Non-Responsive Bidders) in response to our RFP-City Wide HVAC on-call and Maintenance Service. (Project No.1920-01-528-S042-001)

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approving the Responsive Firms list as presented

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Ignacio Amezcua | Created/Initiated - 9/17/2020 |
| Omar Anzaldua | Approved - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| Anali Alanis | Approved - 9/18/2020 |
| City Management Office | Final Approval - 9/18/2020 |

# Pha

## Purchas

BID OPENING: SEPTEMBER 1, 2

LOCATION: City Commissio

**CITY WIDE HVAC ON-CALL AND MAINTENA**

**PROJECT NO.:1920-01-528**

| PARTICIPATING BIDDERS: | | | | AJ'S HEATING & COOLING LLC EDINBURG, TX |
|---|---|---|---|---|
| REFERENCE NUMBER | DESCRIPTION | UOM | QTY | COST |
| 1 | Certified A/C Technician (REGULAR RATES) | Hr | 1 | $25.00 |
| 2 | Assistant (REGULAR RATES) | Hr | 1 | $15.00 |
| 3 | Mark up/down on parts & materials (REGULAR RATES) | % | 1 | 20% |
| 4 | Certified A/C Technician (EMERGENCY RATES) | Hr | 1 | $45.00 |
| 5 | Assistant (EMERGENCY RATES) | Hr | 1 | $25.00 |
| 6 | Mark up/down on parts & materials (EMERGENCY RATES) | % | 1 | 40% |
| HARDCOPY OF BID SUBMITTED | | | | YES |
| ELECTRONIC BID SUBMITTED | | | | YES |

# RECOMMENDA

AWARD CITY WIDE HVAC ON-CALL AND MAINTENANCE SERVICE CONTRACT TO ALL I
COOLING LLC AND INSULNATION, LLC WILL BE PART OF A PROJECTS ROTATION LIST

:020 AT 3:00 P.M.

n Rm 2nd Floor

ANCE SERVICE CONTRACT

-S042-001

| | NON-RESPONSIVE | NON-RESPONSIVE |
|---|---|---|
| INSULNATION, LLC MISSION, TX | AM UTILITIES & CONSTRUCTION LLC MISSION, TX | CYTECH HEATING & COOLING EDINBURG, TX |
| COST | COST | COST |
| $25.00 | $135.00 | $84.00 |
| $16.00 | $50.00 | $42.00 |
| 20% | 40% | 35% |
| $33.00 | $175.00 | $124.00 |
| $18.00 | $65.00 | $62.00 |
| 25% | 40% | 35% |
| YES | NO | YES |
| YES | YES | NO |

TION

PARTICIPATING RESPONSIVE BIDDERS. AJ'S HEATING &

.

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.E.
**DATE SUBMITTED:** September 18, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Edward Wylie, Assistant City Manager

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, to amend the Professional Services Rotation Lists for Water and Sewer projects.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Staff has been in receipt of occasional request from consulting firms interested in being part of the City's various rotation lists for Professional Services. Some firms were unable to participate in the original process due to , not being in existence at he time or not having an office location in the immediate are. (Project No. 1920-60-583-S014-001)

These circumstances apply to Brownstone Consulting.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

**ROUTING:**

| | |
|---|---|
| Edward Wylie | Created/Initiated - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| City Management Office | New - |

# BROWNSTONE CONSULTANTS, LLC

GUILLERMO@BSTONE.BIZ
3909 S M ST
MCALLEN, TX 78503

(956) 391-6268

## OUR COMPANY

Brownstone is experienced in design, construction, and delivery. Our team counts with decades of expertise, a vast network of resources, and the drive to bring any vision to fruition. We pride ourselves in leveraging hard work with the latest in technology to ensure quality projects in time and at budget.

BROWNSTONE
CONSULTANTS LLC

## SERVICES

Program Management
Project Management
Construction Management
Construction Engineering & Inspection
Transportation Planning
Stormwater Design & Analysis
Wastewater Design & Construction
Bond Programming & Administration
Public Outreach
Minor Local Roadway Design
Major Multi-lane Roadway Design
Intersection Improvements
Traffic Engineering & Analysis
Signal Design & ITS
Erosion Control Inspection
Facilities & Asset Management

## TEAM

Project Managers (5)
Engineer (1)
Safety Professional (1)

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.F.
**DATE SUBMITTED:** September 18, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Anali Alanis, HR Director

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, to approve a Memorandum of Understanding between the City of Pharr and the duly recognized majority bargaining agent for the City of Pharr law enforcement officers to set the minimum qualifications, base pay, and other conditions pertaining to the newly created rank of “Deputy Chief” by separate ordinance.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** In efforts to better serve the community, the police department is seeking change of organizational structure.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Anali Alanis | Created/Initiated - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| City Management Office | New - |

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR, TEXAS AND THE PHARR POLICE OFFICER'S ASSOCIATION REGARDING CREATION OF NEW RANK OF APPOINTED DEPUTY CHIEF

==========

WHEREAS the CITY OF PHARR is a civil service municipality under Chapter 143, Texas Local Gov't Code and a collective bargaining municipality under Chapter 174, Texas Local Gov't Code; and,

WHEREAS the Pharr Police Officer's Association ("PPOA") currently serves as the duly recognized majority bargaining agent (MBA) for the CITY's law enforcement officers; and,

WHEREAS the City Commission for the CITY OF PHARR, TEXAS (the CITY) is proposing to modify the existing classification and rank structure for the police department by creating a rank of Deputy Chief; and,

WHEREAS the CITY is proposing to budget two positions for this new rank; and,

WHEREAS the CITY is proposing to make these two positions to be appointed positions in the classification structure; and,

WHEREAS the CITY and the agree that the base salary for the new rank of Deputy Chief shall be an amount within the current base salary parameters already established for the position of Assistant Chief and the rank of Lieutenant; and,

WHEREAS the foregoing changes are not addressed in the current collective bargaining labor agreement between the CITY and its law enforcement officers; and,

WHEREAS certain aspects of the proposed new ranks require the advice and consent of the MBA, currently the PPOA to be binding and effective; and,

WHEREAS the parties understand and agree that this instruments supplements, but does not replace, the current collective bargaining labor agreement, which shall continue in force and effect unless and until modified by the parties;

NOW, THEREFORE the PARTIES agree as follows:

1. The CITY OF PHARR, acting through the City Commission, shall adopt a modified classification Ordinance providing for the create of a new rank entitled "Deputy Chief".

2. The CITY OF PHARR, shall modify its budget to provide for two budgeted positions at the rank of Deputy Chief.

3. The two Deputy Chief positions shall be appointed positions at the discretion of the CITY, acting through its Chief of Police; provided, however,

    a. that any prospective appointee must meet the minimum eligibility requirements contained in Section 143.014, Texas Local Gov't Code; and,

    b. must be drawn from the ranks of the Pharr Police Department at the rank of Sergeant or above; and,

c. shall be carried as FLSA exempt in light of supervisory responsibilities; and,

d. shall receive a base pay amount of $ 65,000.00; and,

e. shall be afforded the same opportunity as other officers to work private off-duty assignments with the express permission of the Chief of Police.

4. The CITY would further retain the position of Assistant Chief under Section 143.014, Texas Code; provided, however, that only one slot for Assistant Chief would be budgeted.

5. In all other respects, the current provisions of the collective bargaining labor agreement between the CITY and its law enforcement personnel shall remain in force and effect unless and until modified in accordance with the bargaining process under Chapter 174, Texas Local Gov't Code.

6. In addition, to preserve the integrity of this MOU, the PPOA, as the majority bargaining agent, agrees that it will not forward or pursue any grievance or complaint under the existing labor agreement seeking to collaterally attack this MOU provided, however, that nothing in this MOU is intended to preclude the PPOA, as the majority bargaining agent, from otherwise pursuing its usual and customary collective bargaining authority as the majority bargaining agent for the Pharr law enforcement officers.

7. The provisions of the MOU are hereby implemented pursuant to the authority of §174.006, Texas Local Gov't Code and the parties intend to override the statutory provisions of §143.014, Texas Local Gov't Code providing that the department head may appoint each person occupying an authorized position in the classification immediately below that of department head and expanding this to include the rank of Deputy Chief.

**AGREED AND APPROVED:**

**PHARR POLICE OFFICERS ASSOCIATION (PPOA)**

By: _____
Daniel Leal
President, POA

_____ Dated: _____
Jose de Hoyos
Secretary, PPOA

**THE CITY OF PHARR, TEXAS**
**(Approved by City Commission action on _____, 2020)**

By: _____
Ambrosio Hernandez, Jr.
Mayor

By: _____
Ed Wylie
Interim City Manager

By: _____ Dated: _____
Hilda Pedraza
City Clerk

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.G.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, approving budget for Pharr Economic Development Corporation II for FY 2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| City Management Office | Final Approval - 9/18/2020 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Sales Tax | $ 5,253,545 | $ 5,205,000 | $ 5,205,000 | $ 5,174,000 | $ 5,381,000 |
| Interest | 135,405 | 135,000 | 135,000 | 135,000 | 99,900 |
| Transfer In | 1,184,500 | - | - | - | - |
| Debt Proceeds | - | 813,000 | 813,000 | - | - |
| Other | 1,240,159 | 441,800 | 441,800 | 1,680,643 | 250,400 |
| Total | $ 7,813,609 | $ 6,594,800 | $ 6,594,800 | $ 6,989,643 | $ 5,731,300 |
| **EXPENSES** | | | | | |
| Personnel | $ 496,724 | $ 577,900 | $ 577,900 | $ 466,603 | $ 624,700 |
| Supplies | 14,928 | 23,500 | 23,500 | 4,500 | 23,500 |
| Maintenance | 36,056 | 75,000 | 75,000 | 18,108 | 75,000 |
| Rentals | 3,498 | 4,200 | 4,200 | 5,837 | 7,200 |
| Other Services | 842,797 | 840,300 | 826,300 | 590,638 | 743,100 |
| Vehicle Maintenance | 627 | 1,300 | 1,300 | 700 | 1,800 |
| Debt Service | 2,316,389 | 1,899,900 | 1,899,900 | 2,067,662 | 1,562,700 |
| Capital Outlay | 50,583 | 50,000 | 50,000 | 18,000 | 50,000 |
| Non-Departmental | 1,616,354 | 1,560,200 | 1,574,200 | 863,700 | 1,124,300 |
| Transfers Out | 1,649,628 | 1,562,500 | 1,562,500 | 1,562,500 | 1,519,000 |
| Total | $ 7,027,584 | $ 6,594,800 | $ 6,594,800 | $ 5,598,248 | $ 5,731,300 |
| Net Revenues Over/(Under) Expenses | $ 786,025 | $ - | $ - | $ 1,391,395 | $ - |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.H.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 1 for FY 2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Part of Budget Ordinance 2020-2021.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| City Management Office | Final Approval - 9/18/2020 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Property Tax | $ 284,307 | $ 578,400 | $ 578,400 | $ 678,244 | $ 802,700 |
| Other | | | | | |
| Total | $ 284,307 | $ 578,400 | $ 578,400 | $ 678,244 | $ 802,700 |
| **EXPENSES** | | | | | |
| Incentives | - | - | - | - | - |
| Total | $ - | $ - | $ - | $ - | $ - |
| Net Revenues Over/(Under) Expenses | $ 284,307 | $ 578,400 | $ 578,400 | $ 678,244 | $ 802,700 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.I.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, approving budget for Tax Increment Reinvestment Zone No. 2 for FY 2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Part of Ordinance 2020-2021.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| City Management Office | Final Approval - 9/18/2020 |

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

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Property Tax | $ 356,175 | $ 657,500 | $ 657,500 | $ 794,946 | $ 669,200 |
| Other | | | | | |
| Total | $ 356,175 | $ 657,500 | $ 657,500 | $ 794,946 | $ 669,200 |
| **EXPENSES** | | | | | |
| Incentives | - | - | - | - | - |
| Total | $ - | $ - | $ - | $ - | $ - |
| Net Revenues Over/(Under) Expenses | $ 356,175 | $ 657,500 | $ 657,500 | $ 794,946 | $ 669,200 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.J.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, approving budget for Pharr Housing Finance Corporation for FY 2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| City Management Office | New - 9/16/2019 |

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

| | | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| | Development Fees | $ - | $ - | $ - | $ - | $ - |
| | Other | 13,330 | 12,000 | 12,000 | 6,000 | 6,000 |
| | Total | $ 13,330 | $ 12,000 | $ 12,000 | $ 6,000 | $ 6,000 |
| **EXPENSES** | | | | | | |
| | Professional Fees | 1,417,090 | 200,000 | 200,000 | - | - |
| | Total | $ 1,417,090 | $ 200,000 | $ 200,000 | $ - | $ - |
| Net Revenues Over/(Under) Expenses | | $ (1,403,760) | $ (188,000) | $ (188,000) | $ 6,000 | $ 6,000 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.K.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, approving budget for Pharr Housing Finance Corporation Jackson Place Apartments for FY 2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| City Management Office | New - 9/16/2019 |

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

| | | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| Rent Revenue | | $ 1,312,293 | $ 1,929,600 | $ 1,929,600 | $ 2,467,155 | $ 2,491,900 |
| Other | | 90,363 | 113,500 | 113,500 | 157,925 | 158,000 |
| | Total | $ 1,402,656 | $ 2,043,100 | $ 2,043,100 | $ 2,625,080 | $ 2,649,900 |
| **EXPENSES** | | | | | | |
| Personnel Services | | 274,379 | 261,300 | 261,300 | 319,647 | 275,000 |
| Maintenance | | 80,014 | 75,900 | 75,900 | 141,210 | 142,700 |
| Other Services | | 232,116 | 244,500 | 244,500 | 217,290 | 220,800 |
| Capital Outlay | | 3,269,712 | - | - | - | - |
| Debt Service | | 2,131,469 | 2,250,200 | 2,250,200 | 2,250,200 | 2,250,100 |
| Other | | 362,730 | 330,700 | 330,700 | 334,341 | 334,500 |
| | Total | 6,350,420 | 3,162,600 | 3,162,600 | 3,262,688 | 3,223,100 |
| Net Revenues Over/(Under) Expenses | | $ (4,947,764) | $ (1,119,500) | $ (1,119,500) | $ (637,608) | $ (573,200) |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.L.
**DATE SUBMITTED:** September 15, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Karla Saavedra, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, approving budget for Pharr Greater Chamber of Commerce for FY 2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Karla Saavedra | Created/Initiated - 9/15/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| City Management Office | New - 9/16/2019 |

# CITY OF PHARR, TX
## BLENDED COMPONENT UNIT
## GREATER PHARR CHAMBER OF COMMERCE
## SUMMARY OF REVENUES AND EXPENSES

| | ACTUAL 2018-2019 | ORIGINAL BUDGET 2019-2020 | AMENDED BUDGET 2019-2020 | PROJECTED ACTUAL 2019-2020 | PROPOSED BUDGET 2020-2021 |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| Memberships | $ - | $ 20,000 | $ 20,000 | $ 30,000 | $ 20,000 |
| Sponsorships | - | 50,000 | 50,000 | 37,000 | 28,200 |
| Transfer In | - | 210,000 | 210,000 | 218,400 | 218,400 |
| Total | $ - | $ 280,000 | $ 280,000 | $ 285,400 | $ 266,600 |
| **EXPENSES** | | | | | |
| Personnel | $ - | $ 153,200 | $ 153,200 | $ 106,630 | $ 179,800 |
| Supplies | - | 10,500 | 10,500 | 900 | 10,500 |
| Maintenance | - | 3,500 | 3,500 | - | 3,500 |
| Rentals | - | 1,000 | 1,000 | - | 1,000 |
| Other Services | - | 76,600 | 76,600 | 10,000 | 71,800 |
| Total | $ - | $ 244,800 | $ 244,800 | $ 117,530 | $ 266,600 |
| Net Revenues Over/(Under) Expenses | $ - | $ 35,200 | $ 35,200 | $ 167,870 | $ - |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.A.
**DATE SUBMITTED:** September 14, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Veronica Gutierrez, Purchasing Supervisor

**DEPARTMENT**: Purchasing

**DIRECTOR:** Ignacio Amezcua

**Agenda Item:** Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Rio Valley Pipe, LLC dba CAPA for the Purchase and Delivery of RCP, Manholes, and Inlets.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Contract Extension with Rio Valley Pipe, LLC dba CAPA for RCP, Manholes, & Inlets. (Year 3 of 3) (Project No. 1718-01-528-IPQ033-242)

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval to extend the supply contract agreement with Rio Valley Pipe, LLC dba CAPA from Palmview, TX for an additional year with no increase to the original unit pricing. This will be the final 1 year contract extension.

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Veronica Gutierrez | Created/Initiated - 9/14/2020 |
| Veronica Gutierrez | Approved - 9/14/2020 |
| Ignacio Amezcua | Approved - 9/14/2020 |
| Pilar Rodriguez | Approved - 9/14/2020 |
| Anali Alanis | Approved - 9/16/2020 |
| Patricia Rigney | Approved - 9/17/2020 |

| | |
|---|---|
| Karla Saavedra | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/17/2020 |

**EXTENSION OF AGREEMENT**
**FOR RCP, MANHOLES, & INLETS**

**THIS EXTENSION OF AGREEMENT FOR RCP, MANHOLES, AND INLETS,** made and entered into the _____ day _____, 20___ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Rio Valley Pipe, LLC dba CAPA**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 3609 W. Palma Vista Drive, Palmview, TX 78572.

**WITNESSETH:**

WHEREAS, CITY and CONTRACTOR entered into an Agreement for RCP, Manholes, and Inlets, September 24, 2018 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for RCP, Manholes, and Inlets to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-528-IPQ033-242** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 24, 2021. ~~The CITY reserves the right to extend for one (1) additional year.~~

IN WITNESS WHEREOF this extension of Agreement for RCP, Manholes, and Inlets has been signed and sealed, in duplicate, by the respective parties hereto.

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

**CITY OF PHARR**

By: _____
Ed Wylie, Interim City Manager

By: _____
Attest

DATED this 11 day of September, 2020 by **Rio Valley Pipe, LLC dba CAPA.**

**Rio Valley Pipe, LLC dba CAPA**

By: _____

Larry Arroyos, Sales Admin
Title

_____
Witness

Roxana L. Alvarado
Print Name

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.B.
**DATE SUBMITTED:** September 14, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Veronica Gutierrez, Purchasing Supervisor

**DEPARTMENT**: Purchasing

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Chemtrade Chemicals, US, LLC for the Purchase and Delivery of Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Contract Extension with Chemtrade Chemicals, US, LLC for the Purchase and Delivery of Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate. (Year 2 of 3) (Project No. 1819-60-582-SP005-011)

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval to extend the supply contract agreement with Chemtrade Chemicals, US, LLC, from Parsippany, NJ, for an additional year with no increase to the original unit pricing. This will be the second year extension.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Veronica Gutierrez | Created/Initiated - 9/14/2020 |
| Veronica Gutierrez | Approved - 9/14/2020 |
| Ignacio Amezcua | Approved - 9/14/2020 |
| Ruben Rosales | Approved - 9/15/2020 |
| Anali Alanis | Approved - 9/16/2020 |

| | |
|---|---|
| Patricia Rigney | Approved - 9/17/2020 |
| Karla Saavedra | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/17/2020 |

**EXTENSION OF AGREEMENT**
**FOR THE PURCHASE AND DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE**

**THIS EXTENSION OF AGREEMENT FOR THE PURCHASE AND DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE,** made and entered into the _____ _____ day _____, 20___ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Chemtrade Chemicals, US, LLC**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 90 East Halsey Road, Suite 200, Parsippany, NJ 07054
.

**WITNESSETH:**

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Purchase and Delivery of Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate dated, September 17, 2019 by which CONTRACTOR serves as the primary vendor to provide all Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate needs to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Bid No: 1819-60-582-SP005-011** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of October 9, 2021. As modified, said term shall terminate on the 9th day of October 2021.

IN WITNESS WHEREOF this extension of Agreement for the Purchase and Delivery of Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate has been signed and sealed, in duplicate, by the respective parties hereto.

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

**CITY OF PHARR**

By: _____
Ed Wylie, Interim City Manager

By: _____
Attest

DATED this 11 day of SEPTEMBER, 20 20 by Chemtrade Chemicals, US LLC

CHEMTRADE CHEMICALS, US LLC

By: _____
PARUL KACHHIA-PATEL

MARKETING SPECIALIST
Title

_____
Witness

ANN HOPLER, MARKETING SPECIALIST
Print Name

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.C.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Imelda Barrera, Assistant City Clerk

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on agreement between City of Pharr and the Pharr Community Theatre FY2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** (Project No. 1718-01-520-IPQ054-001)

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Imelda Barrera | Created/Initiated - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| Karla Saavedra | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/17/2020 |

CITY OF PHARR

AGREEMENT FOR SERVICES

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

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

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

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

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

2. **Compensation.**

   A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of **$35,000** including all fees and reimbursable expenses.

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

3. T**erm.**

   The term of this Agreement shall commence October 1st 2020 and end at midnight of the 30th day of September 2021.

4. **Termination.**

   A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data,

studies, worksheets, models and reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.

B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.

D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

**5. Ownership.**

A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.

B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.

C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

**6. Independent Contractor Relationship.**

A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule

and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the city.

B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

**7. Hold Harmless**

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

**8. Insurance.**

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

A. Professional Liability, Error or Omissions insurance with limits of liability not less than $1,000,000 per claim and $1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

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

9. **Delays.**

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

10. **Successors and Assigns.**

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

11. **Nondiscrimination.**

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

12. **Notices.**

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

City Manager

City of Pharr

Edward Wiley (Interim City Manager)

P. O. Box 1729

118 S. Cage

Pharr, Texas 78577

Pharr Community Theater

213 W. Newcombe/P.O. Box 1583

Pharr, Texas 78577

13. **Governing Law and Venue.**

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

14. **General Administration and Management.**

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

15. **Severability.**

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

16. **Entire Agreement.**

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

This agreement is executed by

| **City of Pharr** | **Pharr Community Theater** |
|---|---|
| By: _____ | By: _____ |
| Name: Edward Wilie | Name: Pedro Garcia |
| Title: City Manager | Title: CEO/Artistic Director |
| Date: | Date: 09/14/20 |

Approved as to form:

By: _____

City Attorney

# Exhibit A.
# LINE ITEMS FOR CONTRACTUAL AGREEMENT

**1)Main Stage Theater Performances, 3 per year $12,000**
- b) Theater Crew Stipends $7,500
- c) Main Stage Materials Costs for production design $4,500

**2) Children's Theater Productions, 1 per year $4,300**
- a) Director Stipend for Oversight $1,400
- b) Crew stipends $1,500
- c) Stage equipment/sets/props/costumes etc. $1,400

**3)Tours to Winter Texan Parks & other venues $5,000**

Up to 6 tours per season including Winter Texan Parks, Pharr Events Ctr., Dtwn Amphi Theatre, Pharr Park & Rec, & Research and Learning Center.

a) Costs for Director, Crew, Drivers, Cast, Transportation Rental for transporting sets, advertising and technical equipment for production setup

4) **Classes in Performing Arts; Kids, Youth & Adults $1,500**

(4 sessions: Winter, Spring, Summer, & Fall, including live & virtual instruction)
- a)Coordinator stipend, $800.00 $800
- b) Assistant stipend, $450.00 $450
- c) Teacher stipends $300. $250

**5) Equipment renewal & maintenance $2,000**
- a.) Sound and Light equipment and stage Flats and risers
- b.) A/C Repair, Rear exterior wall paint & gutter repair & labor

6) **Operating Costs $10,200**
- a) **Partial staff payment for 1 current staff member & 1 part time contractor**
- **b)** Office & laboratory supplies, Website management & Custodial service

**$35,000 TOTAL**

# Exhibit B.
# PAYMENT VOUCHER FOR CONTRACTUAL AGREEMENT

**Payment shall be made on a monthly bases to Pharr Community Theater, Co. (PCT) in installments of $2,916.66 from October, 2020 to September, 2021, not to exceed a total of $35,000.00**

| Quantity | Item Code | Description | Price Each | Amount |
|---|---|---|---|---|
| 1 | A1 | Main Stage Productions | 1,000.00 | 1,000.00 |
| 1 | A2 | Children's Productions | 358.33 | 358.33 |
| 1 | A3 | Tours | 250.00 | 250.00 |
| 1 | A4 | Classes, Educational | 208.33 | 208.33 |
| 1 | A5 | Equipment, Maintenance | 250.00 | 250.00 |
| 1 | A6 | Operating costs | 850.00 | 850.00 |
| **TOTAL** | | | | **$2,916.66** |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.D.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT**: Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, authorizing the City Manager to enter into a Project Utility Adjustment Agreement (PUAA) with the Design-Build Contractor Dragados-Pulice Joint Venture for the I2/I69 Interchange Project.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The Design Build Contractor will be responsible to identify and adjust all City of Pharr utility conflicts related to the I2/I69 Interchange project at their expense.

**Financial Consideration:** No cost to the City of Pharr

**Staff Recommendation:** Staff recommends authorizing the City Manager to enter into a Project Utility Adjustment Agreement (PUAA) with the Design-Build Contractor Dragados-Pulice Joint Venture for the I2/I69 Interchange Project.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Omar Anzaldua | Created/Initiated - 9/16/2020 |
| Omar Anzaldua | Approved - 9/16/2020 |
| Patricia Rigney | Approved - 9/16/2020 |
| Karla Saavedra | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/18/2020 |

County: Hidalgo
ROW CSJ No.: 0039-17-197
Const. CSJ No.: 0039-17-175
Highway: I2/I69
Fed. Proj. No.: NH 1902(417)
Limits: IH2 to 1.82 M N IH2

**PROJECT UTILITY ADJUSTMENT AGREEMENT**
**(DB Contractor-Managed)**

**Agreement No.: I2I69C-U-0110**

**THIS AGREEMENT, by and between DPJV, hereinafter identified as the "DB Contractor" and City of Pharr hereinafter identified as the "Owner", is as follows:**

**WITNESSETH**

**WHEREAS,** the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", is authorized to design, construct, operate, maintain, and improve projects as part of the state highway system throughout the State of Texas, all in conformance with the applicable provisions of Chapters 201, 203, 222, 223, 224 and 228 of the Texas Transportation Code, as amended; and

**WHEREAS,** TxDOT proposes to construct a project identified as I2/I69C (the "Project") and classified as either Interstate, Toll or Traditional (meaning eligibility based on existing compensable interest in the land occupied by the facility to be relocated within the proposed highway right of way limits) as indicated below (*check one (1) box*). Reimbursement will be authorized by the type of project selected below in conformance with §203.092 of the Transportation Code,

☒ Interstate

☐ Toll

☐ Traditional; and

**WHEREAS,** pursuant to that certain [Design-Build Agreement ("DBA")] ~~[Comprehensive Development Agreement ("CDA")]~~ by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, finance, operate and maintain the Project and adhere to all requirements in the [DBA][~~CDA~~]; and

**WHEREAS,** the DB Contractor's duties pursuant to the [DBA][~~CDA~~] include causing the relocation, removal or other necessary adjustment of existing Utilities impacted by the Project (collectively, "Adjustment"), subject to the provisions herein; and

**WHEREAS,** the Project may receive Federal funding, financing and/or credit assistance; and

**WHEREAS,** the DB Contractor has notified the Owner that certain of its facilities and appurtenances (the "Owner Utilities") are in locational conflict with the Project (and/or with the Ultimate Configuration of the

Project), and the Owner has requested that the DB Contractor undertake the Adjustment of the Owner Utilities as necessary to accommodate the Project (and the Ultimate Configuration) and the Owner agrees that the "Project" will be constructed in accordance with §203.092 of the Texas Transportation Code, as amended, and 23 CFR 645 Subpart A (Utility Relocations, Adjustments and Reimbursement); and

**WHEREAS,** the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*:

See the Utility conflict matrix and strip map for description. Individual UAAA's will be submitted that are specific to a task and will be included in utility assemblies based on project schedule. DPJV has set aside $800,000.00 towards the relocation of the existing facilities;

**WHEREAS,** the Owner recognizes that time is of the essence in completing the work contemplated herein; and

**WHEREAS,** the DB Contractor and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the DB Contractor and the Owner agree as follows:

1. **Preparation of Plans.** [*Check one (1) box that applies:*]

☒ The DB Contractor has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The DB Contractor represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the "UAR"). By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves and confirms that the Plans are in compliance with the "standards" described in Paragraph 3(a)(4).

☐ The Owner has provided plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the "UAR"). By its execution of this Agreement, the DB Contractor and the Owner hereby approve the Plans. The Owner also has provided to the DB Contractor a Utility plan view map illustrating the location of existing and proposed Utility facilities on the DB Contractor's right of way map of the Project. With regard to its preparation of the Plans, the Owner represents as follows *[check one (1) box that applies]*:

☐ The Owner's employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner's typical costs for such work.

☐ The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

(a) Upon execution of this Agreement by the DB Contractor and the Owner, the DB Contractor will submit this Agreement, together with the attached Plans, to TxDOT for its review and approval as part of a package referred to as a "Utility Assembly". The parties agree to cooperate in good faith to modify this Agreement and/or the Plans, as necessary and mutually acceptable to all parties, to respond to any comments made by TxDOT thereon. Without limiting the generality of the foregoing:

(1) The Owner agrees to respond (with comment and/or acceptance) to any modified Plans and/or Agreement prepared by the DB Contractor in response to TxDOT comments within **14 Business Days** after receipt of such modifications; and

(2) If the Owner originally prepared the Plans, the Owner agrees to modify the Plans in response to TxDOT comments and to submit such modified Plans to the DB Contractor for its comment and/or approval (and re-submittal to TxDOT for its comment and/or approval) within **14 Business Days** after receipt of TxDOT's comments.

The Owner's failure to timely respond to any modified Plans submitted by the DB Contractor pursuant to this paragraph shall be deemed the Owner's approval of same. If the Owner fails to timely prepare modified Plans which are its responsibility hereunder, then the DB Contractor shall have the right to modify the Plans for the Owner's approval as if the DB Contractor had originally prepared the Plans. The process set forth in this paragraph will be repeated until the Owner, the DB Contractor and TxDOT have all approved this Agreement and the Plans.

(b) The parties hereto acknowledge and agree that TxDOT's review, comments and approval of a Utility Assembly or any component thereof shall constitute TxDOT's approval of the location and manner in which a Utility Assembly will be installed, adjusted, or relocated within the State Highway right of way (the "ROW"), subject to the DB Contractor and the Owner's satisfactory performance of the Adjustment work in accordance with the approved Plans. TxDOT has no duty to review Owner Utilities or components for their quality or adequacy to provide the intended Utility service.

3. **Design and Construction Standards.**

(a) All design and construction performed for the Adjustment work which is the subject of this Agreement shall comply with and conform to the following:

(1) All applicable local and State Laws, regulations, decrees, ordinances and policies, including the UAR, the *Utility Manual* issued by TxDOT (to the extent its requirements are mandatory for the Utility Adjustment necessitated by the Project, as communicated to the Owner by the DB Contractor or TxDOT), the requirements of the [DBA][~~CDA~~], and the policies of TxDOT;

(2) All Federal Laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation, 23 CFR 645 Subpart A and B; and the Buy America provisions of 23 U.S.C. §313 and 23 CFR 635.410. The Utility Owner shall supply, upon request by the DB Contractor or TxDOT, proof of compliance with the aforementioned Laws, rules and regulations prior to the commencement of construction;

(3) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;

(4) The standard specifications, standards of practice, and construction methods (collectively, "standards") which the Owner customarily applies to Utility facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the DB Contractor in writing; and

(5) Owner agrees that all service matters must be placed outside of the State ROW.

(b) Such design and construction also shall be consistent and compatible with:

(1) The DB Contractor's current design and construction of the Project;

(2) The Ultimate Configuration for the Project; and

(3) Any other Utilities being installed in the same vicinity.

The Owner acknowledges receipt of Project plans and Ultimate Configuration documents from the DB Contractor as necessary to comply with the foregoing. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

(c) The plans, specifications, and cost estimates contained in Exhibit A shall identify and detail all Utility facilities that the Owner intends to abandon in place rather than remove, including material type, quantity, size, age and condition. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified

and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the DB Contractor shall not pay for the assessment and remediation or other corrective action relating to soil and ground water contamination caused by the Utility facility prior to the removal.

4. **Responsibility for Costs of Adjustment Work.** With the exception of any Betterment (hereinafter defined), the parties shall allocate the cost of any Adjustment between themselves as identified in Exhibit A and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A.

5. **Construction by the DB Contractor.**

(a) The Owner hereby requests that the DB Contractor perform the construction necessary to adjust the Owner Utilities and the DB Contractor hereby agrees to perform such construction. All construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as modified pursuant to Paragraph 16).

(b) The DB Contractor shall retain such contractor or contractors as are necessary to adjust the Owner Utilities.

(c) The DB Contractor shall obtain all permits necessary for the construction to be performed by the DB Contractor hereunder, and the Owner shall cooperate in that process as needed.

6. **Reimbursement of Owner's Indirect Costs.**

(a) DB Contractor agrees to reimburse the Owner its share, if applicable, of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

(b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one (1) box*]:

☒ (1) Actual related indirect costs accumulated in accordance with:

(i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body, or

(ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations

*(either (i) or (ii) referred to as "**Actual Cost**")*, OR

☐ (2) The agreed sum of $_____ ("**Agreed Sum**") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

(c) All indirect costs charged to the DB Contractor by the Owner shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for the Owner at the Owner's expense. The DB Contractor's performance of the Adjustment work hereunder and payment of the DB Contractor's share of the Owner's costs pursuant to this Agreement, if applicable, shall be full compensation to the Owner for all costs incurred by the Owner in adjusting the Owner Utilities (including without limitation, costs of relinquishing and/or acquiring right of way).

7. **Advancement of Funds by Owner for Construction Costs.**

(a) Advancement of Owner's share, if any, of estimated costs, Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner's and DB Contractor's respective shares of the estimated costs. The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by the DB Contractor, in accordance with the following terms:

☒ The Adjustment of the Owner's Utilities does not require advancement of funds.

☐ The Adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the DB Contractor and the Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner]

_____

(b) Adjustment Based on Actual Costs or Agreed Sum

[*Check the one (1) appropriate provision, if advancement of funds is required*]:

☐ The Owner is responsible for its share of the DB Contractor's actual cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) *plus* the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Agreement. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

8. **Invoices.** On invoices prepared by either the Owner or the DB Contractor, all costs developed using the "**Actual Cost**" method described in Paragraph 6(b)(1) shall be itemized in a format allowing for comparisons to the approved estimates, including listing each of the services performed, the

amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice, together with (i) such supporting information to substantiate all invoices as reasonably requested, and (ii) such waivers and releases of liens as the other party may reasonably require, shall be submitted to the other party at the address for notices stated in Paragraph 21, unless otherwise directed pursuant to Paragraph 22.

The Owner and the DB Contractor shall make commercially reasonable efforts to submit final invoices no later than 120 days after completion of work. The Owner and the DB Contractor hereby acknowledge and agree that any costs submitted to the other party within 12 months following completion of all Adjustment work to be performed by the parties pursuant to this Agreement shall be deemed to have been abandoned and waived.

9. **Betterment and Salvage.**

(a) For purposes of this Agreement, the term "Betterment" means any upgrading of an Owner Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility; *provided, however*, that the following are not considered Betterments:

(1) Any upgrading which is required for accommodation of the Project;

(2) Replacement devices or materials that are of equivalent standards although not identical;

(3) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;

(4) Any upgrading required by applicable Laws, regulations or ordinances;

(5) Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items that may be uneconomical to purchase); or

(6) Any upgrading required by the Owner's written "standards" meeting the requirements of Paragraph 3(a)(4) and deemed to be of direct benefit to the Project.

[*Include the following for fiber optic Owner Utilities only:*] Extension of an adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

(b) It is understood and agreed that the DB Contractor shall not pay for any Betterments and that the Owner shall be solely responsible therefor. No Betterment may be performed hereunder which is incompatible with the Project or the Ultimate Configuration or which cannot be performed within the other constraints of applicable Law, any applicable governmental approvals, including without limitation the scheduling requirements thereunder.

Accordingly, the parties agree as follows [*check the <u>one</u> (1) box that applies, and complete if appropriate*]:

☒ The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.

☐ The Adjustment of the Owner Utilities pursuant to the Plans includes a Betterment to the Owner Utilities by reason of *[Insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor's work hereunder which is attributable to Betterment is $_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor's work hereunder which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

(c) If Paragraph 9(b) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 Business Days** prior to the date scheduled for commencement of construction for Adjustment of the Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 9(b). Should the Owner fail to advance payment to the DB Contractor **14 Business Days** prior to commencement of the Adjustment construction, the DB Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[If Paragraph 9(b) identifies Betterment, check the <u>one</u> (1) appropriate provision]*:

☐ The estimated cost stated in Paragraph 9(b) is the agreed and final amount due for Betterment hereunder, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.

☐ The Owner is responsible for the DB Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **60 calendar days** after the Owner's receipt of the DB Contractor's invoice therefor, together with supporting documentation; any refund shall be due within **60 calendar days** after completion of the Adjustment work hereunder. The actual cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 9(b), by (ii) the actual cost of all work performed by the DB Contractor pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.

(d) If Paragraph 9(b) identifies Betterment, the amount allocable to Betterment in the Owner's indirect costs shall be determined by applying the percentage of the Betterment calculated in Paragraph 9(b) to the Owner's indirect costs. The Owner's invoice to the DB Contractor for the DB Contractor's share of the Owner's indirect costs, shall credit the DB Contractor with any Betterment amount determined pursuant to this Paragraph 9(d).

(e) For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment credit, the Owner's invoice to the DB Contractor for its costs shall credit the DB Contractor with the salvage value for such materials and/or parts.

(f) The determinations and calculations of Betterment described in this Paragraph 9 shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15.

10. **Management of the Adjustment Work.** The DB Contractor will provide project management during the Adjustment of the Owner Utilities.

11. **Utility Investigations.** At the DB Contractor's request, the Owner shall assist the DB Contractor in locating any Utilities (including appurtenances) which are owned and/or operated by the Owner and may be impacted by the Project. Without limiting the generality of the foregoing, in order to help assure that neither the adjusted Owner Utilities nor existing, unadjusted Utilities owned or operated by the Utility Owner are damaged during construction of the Project, the Owner shall mark in the field the location of all such Utilities horizontally on the ground in advance of Project construction in the immediate area of such Utilities.

12. **Inspection and Acceptance by the Owner.**

(a) Throughout the Adjustment construction hereunder, the Owner shall provide adequate inspectors for such construction. The work shall be inspected by the Owner's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by Owner. Further, upon request by the DB Contractor or its Subcontractors, the Owner shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual 40 hour work week and at such other times as reasonably required. The Owner agrees to promptly notify the DB Contractor of any concerns resulting from any such inspection.

(b) The Owner shall perform a final inspection of the adjusted Owner Utilities, including conducting any tests as are necessary or appropriate, within **five (5) Business Days** after completion of construction hereunder. The Owner shall accept such construction if it is consistent with the performance standards described in Paragraph 3, by giving written notice of such acceptance to the DB Contractor within said **five (5) day** period. If the Owner does not accept the construction, then the Owner shall, not later than the expiration of said **five (5) day** period, notify the DB Contractor in writing of its grounds for non-acceptance and suggestions for correcting the problem, and if the suggested corrections are justified, the DB Contractor will comply. The Owner shall re-inspect any revised construction (and retest if appropriate) and give notice of acceptance, no later than **five (5) Business Days** after completion of corrective work. The Owner's failure to inspect and to

give any required notice of acceptance or non-acceptance within the specified time period shall be deemed accepted.

(c) From and after the Owner's acceptance (or deemed acceptance) of an adjusted Owner Utility, the Owner agrees to accept ownership of, and full operation and maintenance responsibility for, such Owner Utility.

13. **Design Changes.** The DB Contractor will be responsible for additional Adjustment design and construction costs necessitated by design changes to the Project, upon the terms specified herein.

14. **Field Modifications.** The DB Contractor shall provide the Owner with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 16(b), occurring in the Adjustment of the Owner Utilities.

15. **Real Property Interests.**

(a) The Owner has provided, or upon execution of this Agreement shall promptly provide to the DB Contractor, documentation acceptable to TxDOT indicating any right, title or interest in real property claimed by the Owner with respect to the Owner Utilities in their existing location(s). Such claims are subject to TxDOT's approval as part of its review of the DB Contractor Utility Assembly as described in Paragraph 2. Claims approved by TxDOT as to rights or interests are referred to herein as "**Existing Utility Property Interests**".

(b) If acquisition of any new easement or other interest in real property ("**Replacement Utility Property Interest**") is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall implement each acquisition hereunder expeditiously so that related Adjustment construction can proceed in accordance with the DB Contractor's Project schedules. The DB Contractor shall be responsible for its share (as specified in Paragraph 4) of the actual and reasonable acquisition costs of any such Replacement Utility Property Interest (including without limitation the Owner's reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 15(c), and subject to the provisions of Paragraph 15(e); *provided, however*, that all acquisition costs shall be subject to the DB Contractor's prior written approval. Eligible acquisition costs shall be segregated from other costs on the Owner's estimates and invoices. Any such Replacement Utility Property Interest shall have a written valuation and shall be acquired in accordance with applicable Law.

(c) The DB Contractor shall pay its share only for a replacement in kind of an Existing Utility Property Interest (e.g., in width and type), unless a Replacement Utility Property Interest exceeding such standard:

(1) Is required in order to accommodate the Project or by compliance with applicable Law; or

(2) Is called for by the DB Contractor in the interest of overall Project economy.

Any Replacement Utility Property Interest which is not the DB Contractor's responsibility pursuant to the preceding sentence shall be considered Betterment to the extent that it upgrades the Existing Utility Property Interest which it replaces, or in its entirety if the related Owner Utility was not installed pursuant to an Existing Utility Property Interest. Betterment costs shall be solely the Owner's responsibility.

(d) For each Existing Utility Property Interest located within the Project right of way, upon completion of the related Adjustment work and its acceptance by the Owner, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Utility Property Interest to TxDOT, unless the affected Owner Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. If the Owner's facilities are remaining within the existing property interest, a Utility Joint Use Acknowledgement will be required. All quitclaim deeds or other relinquishment documents shall be subject to TxDOT's approval as part of its review of the Utility Assembly as described in Paragraph 2. For each such Existing Utility Property Interest relinquished by the Owner, the DB Contractor shall do one (1) of the following to compensate the Owner for such Existing Utility Property Interest, as appropriate:

(1) If the Owner acquires a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall reimburse the Owner for the DB Contractor's share of the Owner's actual and reasonable acquisition costs in accordance with Paragraph 15(b), subject to Paragraph 15(c); or

(2) If the Owner does not acquire a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall compensate the Owner for the DB Contractor's share of the market value of such relinquished Existing Utility Property Interest, as mutually agreed between the Owner and the DB Contractor and supported by a written valuation.

The compensation, if any, provided to the Owner pursuant to either subparagraph (i) or (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Utility Property Interest and any Replacement Utility Property Interest, and not further compensation shall be due to the Owner from the DB Contractor or TxDOT on account of such Existing Utility Property Interest or Replacement Utility Property Interest.

(e) All Utility Joint Use Acknowledgments (UJUA) or Utility Installation Requests, Form 1082 shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2. A Utility Joint Use Acknowledgment is required where an Existing Utility Property Interest exists and the existing or proposed Utility will remain or be adjusted within the boundaries of the Existing Utility Property Interest. All other accommodations not located on Existing Utility Property Interests will require a Utility Installation Request, Form 1082.

16. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 16(a) or Paragraph 16(b) below:

(a) Except as otherwise provided in Paragraph 16(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment ("**UAAA**") in the form of Exhibit B hereto (DB-ROW-U-UAAA-DM). The UAAA form can be used for a new scope of work with concurrence of the DB Contractor and TxDOT as long as the design and construction responsibilities have not changed. Each UAAA is subject to the review and approval of TxDOT, prior to its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.

(b) For purposes of this Paragraph 16(b), "**Utility Adjustment Field Modification**" shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Project or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 inch water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field Modification agreed upon by the DB Contractor and the Owner does not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. A minor change (e.g., an additional water valve, an added Utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 14.

(c) This Agreement does not alter and shall not be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between the DB Contractor and TxDOT to design and construct the Project, including the Adjustment.

17. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.

18. **Assignment; Binding Effect; TxDOT as Third-Party Beneficiary.** Neither the Owner nor the DB Contractor may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party and of TxDOT, which consent may not be unreasonably withheld or delayed; *provided, however*, that the DB Contractor may assign any of its rights and/or delegate any of its duties to TxDOT or to any other entity engaged by TxDOT to fulfill the DB Contractor's obligations, at any time without the prior consent of the Owner.

This Agreement shall bind the Owner, the DB Contractor and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; *provided, however*, that the Owner and the DB Contractor agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.

19. **Breach by the Parties.**

(a) If the Owner claims that the DB Contractor has breached any of its obligations under this Agreement, the Owner will notify the DB Contractor and TxDOT in writing of such breach,

and the DB Contractor shall have **30 days** following receipt of such notice in which to cure such breach, before the Owner may invoke any remedies which may be available to it as a result of such breach; *provided, however*, that both during and after such period TxDOT shall have the right, but not the obligation, to cure any breach by the DB Contractor. Without limiting the generality of the foregoing:

(1) TxDOT shall have no liability to the Owner for any act or omission committed by the DB Contractor in connection with this Agreement, including without limitation any claimed defect in any design or construction work supplied by the DB Contractor or by its Subcontractors; and

(2) In no event shall TxDOT be responsible for any repairs or maintenance to the Owner Utilities adjusted pursuant to this Agreement.

(b) If the DB Contractor claims that the Owner has breached any of its obligations under this Agreement, the DB Contractor will notify the Owner and TxDOT in writing of such breach, and the Owner shall have **30 days** following receipt of such notice in which to cure such breach, before the DB Contractor may invoke any remedies which may be available to it as a result of such breach.

20. **Traffic Control.** The DB Contractor shall provide traffic control or shall reimburse the Owner for the DB Contractor's share (if any, as specified in Paragraph 4) of the costs for traffic control made necessary by the Adjustment work performed by either the DB Contractor or the Owner pursuant to this Agreement, in compliance with the requirements of the Texas *Manual on Uniform Traffic Control Devices*. Betterment percentages calculated in Paragraph 9 shall also apply to traffic control costs.

21. **Notices.** Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

Owner:
City of Pharr
118 S. Cage Blvd.
1st Floor
Pharr, Texas 78577
956-402-4000, ext 1414
www.pharr-tx.gov

DB Contractor:
3700 N Cage Blvd
Pharr Texas 78577
Phone: (361) 360-6473
Fax: ( ) -

A party sending notice of default of this Agreement to another party shall also send a copy of such notice to TxDOT at the following address:

Texas Department of Transportation
Attention: Project Finance, Debt & Strategic Contracts Division
125 E 11th Street
Austin, TX 78701-2483

Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.

22. **Approvals.** Any acceptance, approval, or any other like action (collectively "**Approval**") required or permitted to be given by the DB Contractor, the Owner or TxDOT pursuant to this Agreement:

(a) Must be in writing to be effective (except if deemed granted pursuant hereto);

(b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

(c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then **14 calendar days**), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval from the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 21.

23. **Time.**

(a) Time is of the essence in the performance of this Agreement.

(b) All references to "days" herein shall be construed to refer to calendar days, unless otherwise stated.

(c) No party shall be liable to another party for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence ("**Force Majeure**"), such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts.

24. **Continuing Performance.** In the event of a dispute, the Owner and the DB Contractor agree to continue their respective performance hereunder to the extent feasible in light of the dispute, including paying billings, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.

25. **Equitable Relief.** The DB Contractor and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties' remedies hereunder) monetary damages would be inadequate to

compensate for delays in the construction of the Project. Consequently, the parties hereto (and TxDOT as well, as a third-party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Project; *provided, however*, that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder.

26. **Authority.** The Owner and the DB Contractor each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

27. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the Owner (and its contractors) and the DB Contractor to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner and the DB Contractor agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with the DB Contractor's current and future construction schedules for the Project.

28. **Termination.** If the Project is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the DB Contractor shall notify the Owner in writing and the DB Contractor reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.

29. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement that such party shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.

30. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the Laws of the State of Texas, without regard to the Conflict of Laws principles thereof. Venue for any action brought to enforce this Agreement or relating to the relationship between any of the parties shall be the District Court of Hidalgo County, Texas [or the United States District Court for the Southern District of Texas (McAllen)].

31. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the DB Contractor be considered as or represent itself to be an agent of the other.

32. **Waiver of Consequential Damages.** No party hereto shall be liable to any other party to this Agreement, whether in contract, tort, equity, or otherwise (including negligence, warranty, indemnity, strict liability, or otherwise) for any punitive, exemplary, special, indirect, incidental,

or consequential damages, including, without limitation, loss of profits or revenues, loss of use, claims of customers, or loss of business opportunity.

33. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.

34. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.

35. **Effective Date.** This Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner or DB Contractor) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative below.

APPROVED BY:

**TEXAS DEPARTMENT OF TRANSPORTATION**

By: _____
[Printed Name]

By: _____
Authorized Signature

TxDOT District Engineer

Date: _____

**OWNER**

By: _____
[Print Owner Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____

**DB CONTRACTOR**

By: _____
[Print Name]

By: _____
Duly Authorized Representative

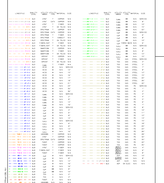
Project Manager
DPJV

Date: _____

County: Hidalgo
ROW CSJ No.: 0039-17-197
Const. CSJ No.: 0039-17-175
Highway: I2/I69C
Fed. Proj. No.: _____
Limits: IH2 to 1.82 M N IH2

**EXHIBIT A**

**PLANS, SPECIFICATIONS, COST ESTIMATES AND ALLOCATION**

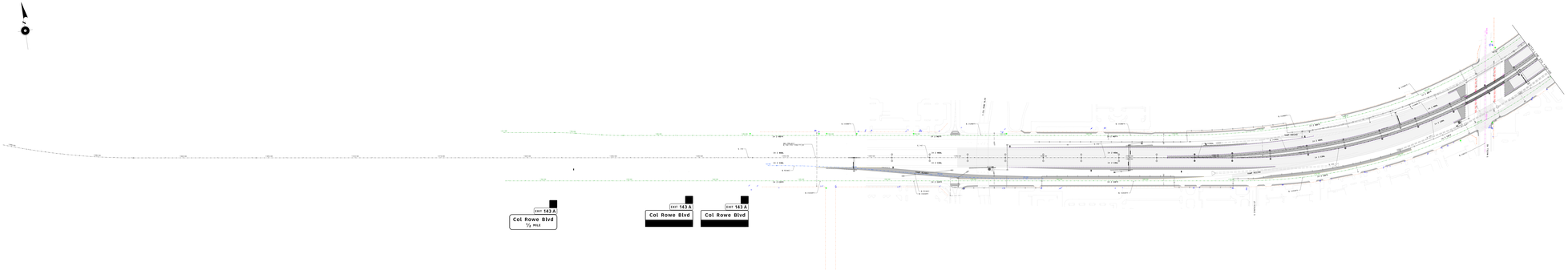


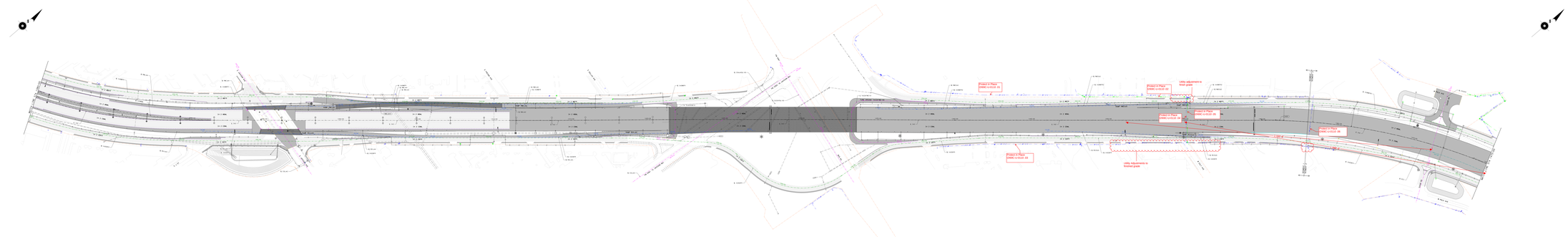
**DRAGADOS-PULICE**
JOINT VENTURE

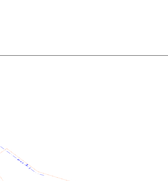
IH 2 (US 83)
EXISTING UTILITY LAYOUT (CITY OF PHARR)
IH 2 (US 83) CENTERLINE
BEGIN TO STA 1+475+00

ROLL 1 OF 3 ROLLS

SCALES: 1"=1 100'



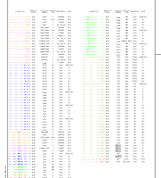


**DRAGADOS-PULICE**
JOINT VENTURE

IH 2 (US 83)
EXISTING UTILITY LAYOUT (CITY OF PHARR)
IH 2 (US 83) CENTERLINE
BEGIN TO STA 1+475+00

ROLL 1 OF 3 ROLLS

SCALES: 1"=1 100'

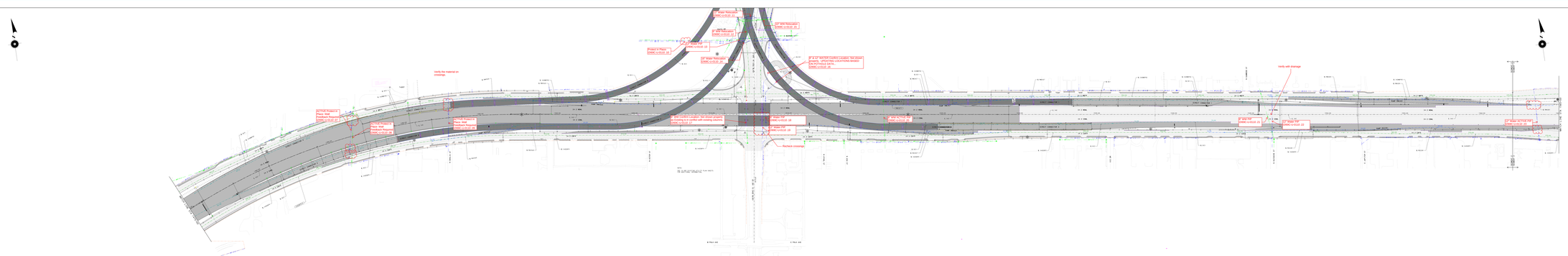


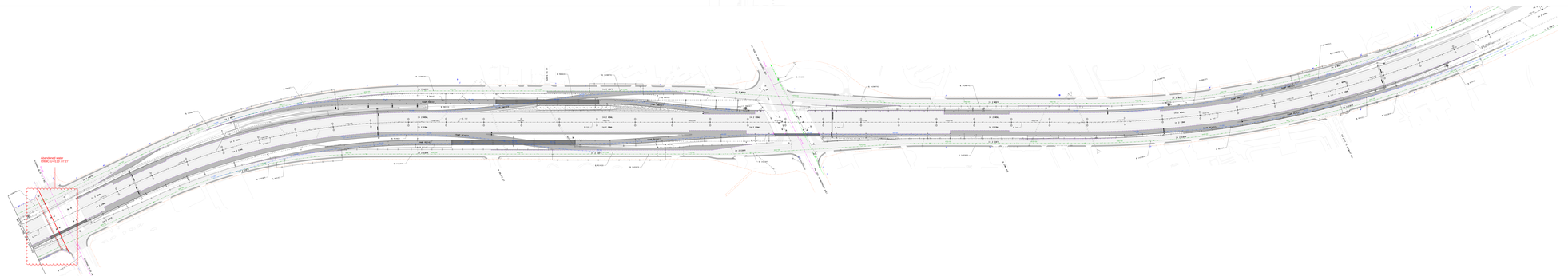
**DRAGADOS-PULICE**
JOINT VENTURE

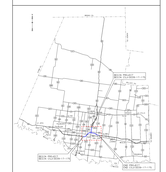
IH 2 (US 83)
EXISTING UTILITY LAYOUT (CITY OF PHARR)
IH 2 (US 83) CENTERLINE
STA 1475+00 TO END

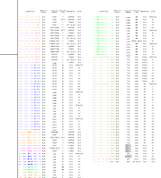
ROLL 2 OF 3 ROLLS

SCALE: 1"= 100'



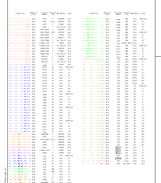
**DRAGADOS-PULICE**
JOINT VENTURE

IH 2 (US 83)
EXISTING UTILITY LAYOUT (CITY OF PHARR)
IH 2 (US 83) CENTERLINE
STA 1475+00 TO END

ROLL 2 OF 3 ROLLS

SCALE: 1"= 100'

LOCATION MAP: NTS

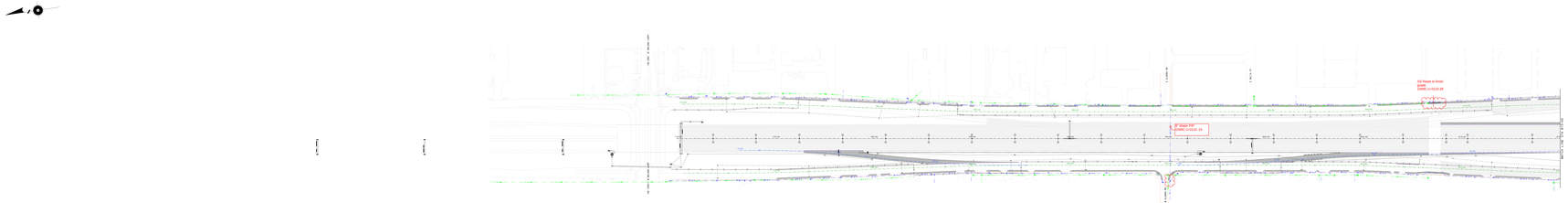


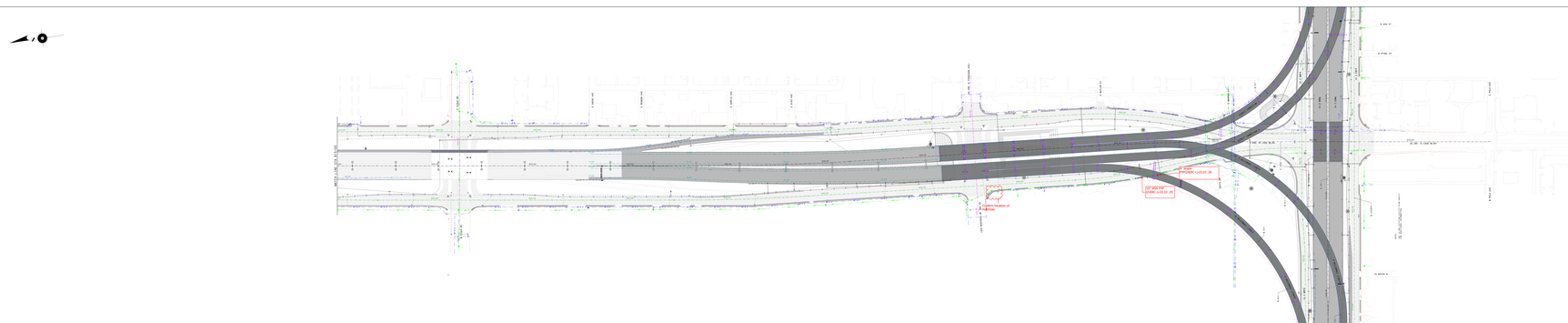
**DRAGADOS-PULICE**
JOINT VENTURE

IH 69C (US 281)
EXISTING UTILITY LAYOUT (CITY OF PHARR)
IH 69C (US 281) CENTERLINE
STA 770+00 TO END

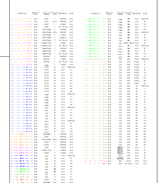
ROLL 3 OF 5 ROLLS

SCALE: 1"=100'



LOCATION MAP: NTS



**DRAGADOS-PULICE**
JOINT VENTURE

IH 69C (US 281)
EXISTING UTILITY LAYOUT (CITY OF PHARR)
IH 69C (US 281) CENTERLINE
STA 770+00 TO END

ROLL 3 OF 5 ROLLS

SCALE: 1"=100'

# Utility Conflict Management (UCM) - Utility Conflict List

**Project Owner:** Dragados/Pulice JV
**CCSJ/RCSJ :** 0039-17-175
**Project Description:** City of Pharr
**Highway or Route:** I2/69

**Note: Use companion sheet to compare utility conflict resolution alternatives**

**Developed/Revised By:** Arturo Ramirez
**Date:** 5/4/2020
**Reviewed By:**
**Date:**

| Utility Company | Utility Company Contact | Utility Conflict ID | Utility Type | Utility Conflict Description | Longitudinal or Crossing | Utility Placement in Relation to Existing TxDOT Right of Way | Station Origin | Start Station | Start Offset | End Station | End Offset | Level of Utility Investigation Needed | Recommended Action or Resolution | Estimated Resolution Date | Resolution Status | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Pharr | Omar Anzaldua | I269/C_L-0110.01 | Water | PIP Possible valve adjustments | Longitudinal | Inside | 1430+00 | 1430+00 | 1430+00 LF | 1455+00 | 1455+00LF | QLB | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.02 | Sanitary Sewer | PIP Possible MH lid adjustments | Longitudinal | Inside | 1448+00 | 1448+00 | 1448+00 LF | 1455+00 | 1455+00LF | QLB | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.03 | Water | PIP Possible valve adjustments | Longitudinal | Inside | 1438+50 | 1438+51 | 1438+52RT | 1463+00 | 1463+00 RT | QLB | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.04 | Water | PIP | Crossing | Inside | 1455+00 | 1455+00 | 1455+00LF | 1455+00 | 1455+00RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.05 | Sanitary Sewer | PIP | Crossing | Inside | 1455+10 | 1455+10 | 1455+10LF | 1455+10 | 1455+10RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.06 | Water | PIP Possible valve adjustments | Crossing | Inside | 1463+00 | 1463+00 | 1463+00LF | 1463+00 | 1463+00RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.07 | Water | Active PIP new walls | Crossing | Inside | 1486+50 | 1486+50 | 1486+50LF | 1486+50 | 1486+50RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.08 | Sanitary Sewer | Active PIP new walls | Crossing | Inside | 1486+60 | 1486+60 | 1486+60LF | 1486+60 | 1486+60RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.09 | Water | Active PIP new walls | Crossing | Inside | 1492+95 | 1492+95 | 1492+95LF | 1492+95 | 1492+95RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.10 | Water | PIP | Crossing | Inside | 861+00 | 861+01 | 861+02 | 861+03 | 861+04 | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.11 | Water | Relocation | Crossing | Inside | 859+50 | 859+50 | 859+50RT | 859+50 | 859+50LT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.12 | Sanitary Sewer | Relocation | Longitudinal | Inside | 859+50 | 859+50 | 859+50 RT | 861+00 | 861+00 RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.13 | Water | PIP | Crossing | Inside | 860+80 | 860+80 | 860+80RT | 860+80 | 860+80LT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.14 | Water | Relocation | Crossing | Inside | 861+00 | 861+00 | 861+00RT | 861+00 | 861+00LT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.15 | Sanitary Sewer | Relocation | Crossing | Inside | 859+60 | 859+60 | 859+60RT | 859+60 | 859+60LT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.16 | Water | Active PIP location shown incorrect | Longitudinal | Inside | 864+50 | 864+50 | 864+50RT | 861+00 LT | 861+00 LT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.17 | Sanitary Sewer | Active PIP location shown incorrect | Crossing | Inside | 1512+20 | 1512+20 | 1512+20LT | 1512+20 | 1512+20RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.18 | Water | Active PIP location shown incorrect | Crossing | Inside | 1513+30 | 1513+30 | 1513+30LT | 1513+30 | 1513+30RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.19 | Water | Active PIP location shown incorrect | Crossing | Inside | 1513+40 | 1513+40 | 1513+40LT | 1513+40 | 1513+40RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.20 | Sanitary Sewer | Active PIP | Crossing | Inside | 1521+10 | 1521+10 | 1521+10LT | 1521+10 | 1521+10RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.21 | Sanitary Sewer | PIP | Crossing | Inside | 1445+50 | 1545+50 | 1545+50LT | 1546+50 | 1546+50RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.22 | Water | PIP | Crossing | Inside | 1546+50 | 1546+50 | 1546+50LT | 1546+50 | 1546+50RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.23 | Water | ACTIVE PIP | Crossing | Inside | 1563+50 | 1563+50 | 1563+50LT | 1563+50 | 1563+50RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.24 | WATER | PIP | CROSSING | INSIDE | 795+05 | 795+05 | 795+05LT | 795+05 | 795+05RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.25 | Sanitary Sewer | PIP | Longitudinal | INSIDE | 855+00 | 855+00 | 855+00RT | 860+00 | 860+00RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.26 | Water | PIP | Longitudinal | INSIDE | 855+00 | 855+00 | 855+00RT | 860+00 | 860+00RT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.27 | WATER | ABONDDONED | CROSSING | INSIDE | 1566+30 | 1566+30 | 1566+30RT | 1566+30 | 1566+30LT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | Confirm that location will not impact proposed foundations |
| City of Pharr | Omar Anzaldua | I269/C_L-0110.28 | Sanitary Sewer | MANHOLE ADJUSMTNETS | Longitudinal | INSIDE | 808+00 | 808+00 | 808+00LT | 808+00 | 808+00LT | QLA | Minimize - Protect in Place | | Utility Coordination in Progress | Finish to grade |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.E.
**DATE SUBMITTED:** September 16, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Patricia Rigney, City Attorney

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on first amendment to Interlocal agreement with Hidalgo County in relation to CARES Act Funds.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Patricia Rigney | Created/Initiated - 9/16/2020 |
| Karla Saavedra | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/17/2020 |

**Sergio Cruz**
**Hidalgo County Budget Officer**

Office: (956) 292-7025
Fax: (956) 292-7035

**Department of Budget & Management**

2818 S. Business Hwy. 281
Edinburg, Texas 78539
www.co.hidalgo.tx.us

# MEMORANDUM

To: Honorable Mayors and City Managers

From: Sergio Cruz, Hidalgo County Budget Officer SC

Date: September 02, 2020

Re: Amended CARES Act Interlocal Cooperation Agreement

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On Tuesday, September 1, 2020, the Hidalgo County Commissioners Court approved an amendment to the CARES Act Interlocal Cooperation Agreement (Interlocal) to allow a second 20% funds advance of the CARES Act allocation to your municipality. This allocation will be issued once your entity has submitted reimbursements surpassing your first 20% allocation, as stated on section 3.9 of the revised Interlocal cooperative agreement. The revised Interlocal requires approval by the governing body of your municipality at a legally called meeting. After the Interlocal is approved by your governing body and executed by the Mayor or designated Official, please forward the executed Amended Interlocal to my attention at the following address:

Sergio Cruz, Hidalgo County Budget Officer
2818 South Business Highway 281
Edinburg, TX 78539

Also, to expedite the process, please email me a copy of the executed Amended Interlocal to the following email address:

sergio.cruz@co.hidalgo.tx.us

Should you have any questions please do not hesitate to contact me at (956) 292-7025 ext. 5424 or via email.

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

# FIRST AMENDMENT TO THE CARES ACT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND CITIES IN HIDALGO COUNTY

THIS AMENDMENT ("Amendment") TO THE CARES ACT INTERLOCAL COOPERATION AGREEMENT between the COUNTY OF HIDALGO, TEXAS ("County") and the CITIES in HIDALGO COUNTY ("Cities"), is made and entered effective September 1, 2020, between the County and Cities, collectively referred to as the ("Parties") pursuant to the provisions of the Texas Interlocal Cooperation Act, Ch. 791, et seq, Texas Government Code, as follows:

**WHEREAS**, on or about March 27, 2020, the United States Federal Government passed the Coronavirus Aid Relief and Economic Security Act ("CARES Act"), including the Coronavirus Relief Fund ("CRFund") which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak; and

**WHEREAS,** the County met the population threshold and received a direct distribution of the CRFund to be used for expenditures that were directly related to and incurred as a result of the COVID-19 public health emergency; and

**WHEREAS**, the Hidalgo County Commissioners Court approved the Cares Act Interlocal Cooperation Agreement ("Agreement") on or about June 23, 2020, wherein the County entered into an Interlocal with the Cities to allow for the disbursement of CRFund monies received by County from the U.S. Department of Treasury; and

**WHEREAS**, the Parties and their constituents continue to be affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

**WHEREAS**, the Parties now desire to amend the Agreement as hereinafter provided to allow for additional up front disbursements of funds for expenses directly related to the COVID-19 public health emergency and for the allocation of additional time in which the Cities are to expend their designated funds;

NOW THEREFORE, for the purposes stated herein, the Parties hereby agree to the following amendments to the Agreement:

1. Section 3.2 of the Agreement is amended to allow additional time for Cities to expend designated funds by October 31, 2020. Failure to expend the designated funds by

October 31, 2020, may result in re-programming and/or reallocation of CRFunds by County.

2. Section 3.9 is added to the Agreement, as noted below:

   "3.9 County will agree to disburse an additional 20% of designated CRFunds to Cities for COVID-19 related expenses as noted in §3.2 and in accordance with the terms and conditions of the Agreement for Cities that have provided a completed Cost Reimbursement Form (Exhibit "D") with appropriate supporting documentation indicating that the initial 20% disbursed in accordance with §3.8 of the Agreement has been received by County**."**

3. As County has agreed to extend the performance period for the Agreement as stated in §3.2., Section 6.2 is therefore amended to allow for the submission of final Cost Reimbursement Forms and supporting documentation by November 30, 2020.

4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the Parties ratify and confirm the terms and provisions of the Agreement as amended.

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

Approved by the Hidalgo County Commissioners Court on September 1, 2020.

**APPROVAL FOR COUNTY**:

**THE COUNTY OF HIDALGO**

_____
Richard F. Cortez, County Judge

**ATTEST**

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez-Solis
Assistant District Attorney

**APPROVAL FOR CITIES:**

CITY OF PHARR

_____
Mayor

Attest:

_____
City Secretary

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.F.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Andrew Harvey, Chief

**DEPARTMENT**: Police

**DIRECTOR:** Andrew Harvey

**Agenda Item:** Consideration and action, if any, authorizing City of Pharr Police Department to provide traffic control for the I2-I69C Interchange Project involving Dragados USA, Inc. and Pulice Construction, Inc.

**Classification:** Public Hearing

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** This is an agreement authorizing City of Pharr Police Department to provide traffic control for the I2-I69C Interchange Project involving Dragados USA, Inc. and Pulice Construction, Inc.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Andrew Harvey | Created/Initiated - 9/17/2020 |
| Anali Alanis | Approved - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| Karla Saavedra | Approved - 9/18/2020 |
| City Management Office | New - |

# SERVICES AGREEMENT

This agreement (the "**Agreement**") made as of this **14th** day of **September, 2020**, sets forth the agreement between the following parties in connection with the Project identified below.

**Contractor:** Dragados-Pulice Joint Venture, an unincorporated joint venture consisting of Dragados USA, Inc. and Pulice Construction, Inc., and having a place of business at 3700 N Cage Boulevard; Pharr, TX 78577.

**Services Provider:** **City of Pharr**
1900 S Cage Blvd.
Pharr, Texas 78577

**Project:** I-2/I-69C Interchange Project

**Owner:** Texas Department of Transportation ("**TxDOT**")

**Developer:** N/A

**Services:** **Traffic Control Police Officers**

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Services Provider agree as follows:

## ARTICLE 1
## SCOPE OF SERVICES

1.0 The Services Provider agrees to perform the following described work (hereinafter, "**Work**" or "**Services**") for the benefit of Contractor in its performance of its obligations under a contract between Contractor and Owner ("**Prime Contract**"). Such services are described in detail in Schedule A attached hereto.

1.1 Professional Manner. Services Provider, or such employees or agents of Services Provider acting on his, her or its behalf, shall perform the Services described in this Agreement in a professional, competent, efficient and satisfactory manner. Services are described in terms of expected results. The manner and means of performance of the

Services shall be determined solely by Services Provider; provided Contractor may set specifications for results, and the parties may agree to a completion schedule and Service Provider shall comply with all Contractor safety protocols as described in Article 4.

1.2 Own Materials. Services Provider shall provide his, her or its own implements and materials, as applicable; provided that Contractor may provide, at its sole discretion, necessary materials and equipment. Services Provider shall determine, with input from Contractor, when it will perform the Services and whether the Services can be most effectively provided at Contractor's premises, at Services Provider's offices or at other locations.

1.3 Standard of Care. The Services provided by Services Provider shall conform to standards of practice customary for the category of professional services described in this Agreement and any applicable provisions of the Prime Contract. For example, if Services as defined herein are for engineering services, Services Provider shall conform to standards of engineering practice customary in the engineering profession for services of a similar nature and in accordance with the applicable provisions of the Prime Contract.

1.4. Re-performance of Services. The Services Provider is required to re-perform in a timely fashion any Services rejected by the Contractor, Owner or any governing authority having jurisdiction over the Services for failing to comply with the terms of this Agreement. The Services Provider shall correct at its own cost and time and bear the expense of additional services for any nonconforming Services for which it is responsible.

1.5. Compliance with Laws. Services Provider shall be solely liable and responsible for compliance with all federal, state and local laws, rules and regulations regarding (i) payment of Services Provider's employee wages, taxes, unemployment compensation and other employment related insurance and benefits; (ii) filing of all required reports; (iii) maintaining all appropriate licenses and certifications; (iv) health, safety and all other employment matters; and (v) compliance with all Federal and State laws, rules and regulations regarding equal employment opportunity, employment of veterans, employment of the handicapped, utilization of minority enterprises, age discrimination, including the extent applicable to the manufacture and/or sale of goods purchased hereunder or the contracting or subcontracting of services for the Work hereunder.

1.6. Changes. The Contractor may, at any time by written order of Contractor or Contractor's representative and without notice to Services Provider's sureties, make changes in, additions to and deletions from the Work to be performed under this Agreement. Services

Provider shall promptly proceed with the performance of this Agreement as so changed. For changes directed by Contractor, Services Provider shall be entitled to an adjustment in the Agreement price for direct costs incurred provided that Services Provider provides Contractor written notice of its intent to claim such an adjustment prior to performing such changed Work. Failure of the Services Provider to provide such notice shall constitute a waiver of such claims by Services Provider.

1.7 Coordination and Cooperation. The Service Provider shall: (a) cooperate with the Contractor, Owner, Designer and their respective authorized representatives and all others whose work will incorporate, intersect with, or interfere with the Work; (b) specifically note and immediately advise the Contractor of any interference with the Work; and (c) participate in the preparation of coordination drawings and work schedules involving the Work.

## ARTICLE 2
## SCHEDULE

2.0 The Services shall be provided in a timely manner and in accordance with the schedule of services and the agreed upon deadlines

2.1 Time is of the essence for Services Provider's completion if the Services and the Services Provider agrees to see to the performance of its work and the work of its Services Providers and suppliers so that the entire Project may be completed in accordance with the Prime Contract and the Schedule of Services.

2.2 If Services Provider fails to complete its Services within the agreed upon schedule and deadlines, Services Provider shall indemnify Contractor for all damages (or, if applicable, acceleration costs incurred to avoid such damages) actually incurred by Contractor to the extent caused by Services Provider.

## ARTICLE 3
## COMPENSATION FOR SERVICES

3.0 Contractor agrees to pay the Services Provider for the performance of Services in accordance with the rate schedule attached hereto as Schedule B. These rates are inclusive of all overhead, profit, fees and taxes.

3.1 Services Provider shall submit to Contractor every month a certified statement, sworn to if required, showing in detail all amounts due to Services Provider for work performed

during the previous month as provided in this Article 3, including backup documents in respect of the Services as reasonably required by Contractor. To the fullest extent permitted by law, payment by Contractor to Services Provider of approved amounts shall be made within ten (10) days after receipt by Contractor of amounts for these services under the Prime Contract and upon Services Provider's submission of a statement. In the event of nonpayment by the Owner due to the fault of Contractor and not the fault of Services Provider, Services Provider shall nevertheless be entitled to payment within thirty (30) days from submission of the aforementioned statement.

3.2 Contractor may deduct from any amounts due or to become due to Services Provider any amount owed by the Services Provider or Services Provider's affiliated entities to Contractor or Contractor's affiliated entities. In the event of a breach by Services Provider of any terms of this Agreement, Contractor shall have the right to retain out of payments due or to become due to the Services Provider amounts sufficient to satisfy the Contractor from any loss, damage or expense incurred by Contractor.

## ARTICLE 4
## SAFETY

4.0 The Services Provider is required to perform the Services in a safe and reasonable manner. The Services Provider shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect: (a) employees and other persons on the site; (b) materials and equipment stored at the site or at off-site locations for use in performance of the Services; and (c) all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Services.

4.1 The Services Provider shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.

4.2 The Services Provider shall implement appropriate safety measures, in strict compliance to OSHA pertaining to the Services, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage. No one under the age of 18 allowed to work.

4.3 The Services Provider is required to promptly remedy any loss or damage caused to the work, materials, equipment and property referred to in clauses 4.0(b) and 4.0(c), if said loss or damage is not covered by insurance required under this Agreement, but only to the extent caused in whole or in part by the Services Provider and/or persons or entities performing work or services for or on behalf of the Services Provider, regardless of tier, who have furnished labor, material or services relating to this Services Agreement and for whose acts the Services Provider may be liable.

4.4 The Services Provider is required to designate an individual at the site in the employ of the Services Provider who shall act as the Services Provider's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Services Provider in writing to the Contractor, the designated safety representative shall be the Services Provider's project superintendent.

4.5 The Services Provider shall give prompt written notice to the Contractor of any accident involving personal injury requiring a physician's care, any property damage exceeding Five Hundred Dollars ($500.00) in value, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.

4.6 Prevention of accidents at the site is the responsibility of the Contractor, Services Provider, and all other subcontractors, persons and entities at the site. Establishment of a safety program by the Contractor shall not relieve the Services Provider or other parties of their safety responsibilities. The Services Provider shall establish its own safety program implementing safety measures, policies and standards conforming to those required by governmental and quasigovernmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by this Agreement. The Services Provider shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Services which the Contractors deems unsafe until corrective measures satisfactory to the Contractor shall have been taken. The Contractor's failure to stop the Services Provider's unsafe practices shall not release the Services Provider of the responsibility therefore. The Services Provider shall notify the Contractor immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Contractor. The Services Provider shall indemnify the Contractor for fines, or penalties imposed on the Contractor as a result of safety violations, but only to the extent that such fines, or penalties are caused by the Services Provider's failure to comply with applicable safety requirements. Services Provider agrees to indemnify, defend and hold harmless Contractor from any and all liability and damages, fines, costs

and attorney's fees incurred by Contractor on account of Services Provider's failure to comply with all safety standards, laws and governmental regulations applicable to the work.

## ARTICLE 5
## INDEMNIFICATION

5.0 Services Provider's Indemnity. To the extent allowed by law, Services Provider shall release, defend indemnify, and hold harmless Contractor, its members, and their respective affiliates, and each of the aforementioned parties' respective directors, officers, and employees from and against claims, liabilities, losses, damages, expenses, actions, proceedings, demands, costs, judgments and fees: (i) directly incurred by the Contractor and to the extent caused by the Services Provider's negligence or breach of this Services Agreement; (ii) asserted by third-parties to the proportionate extent that they arise out of the Services Provider's performance or non-performance of its obligations hereunder; and (iii) arising out of the Services Provider's breach of Law applicable to the performance of the Services.

## ARTICLE 6
## INSURANCE

6.0 Throughout the term of this Agreement and thereafter as applicable, Services Provider shall maintain insurance of the type and on the terms and conditions set forth in Schedule C attached hereto and made a part hereof for all purposes.

6.1 Nothing contained in this Article 6 shall be construed as a limitation of Services Provider's liability for damage or injury, including death, which arises out of Services Provider's performance of its obligations under this Agreement.

## ARTICLE 7
## TERMINATION

7.0 This Agreement may be terminated for cause by either party at any time in the event of breach by the other party of its material obligations under this Agreement upon seven days written notice by registered or certified mail, return receipt requested. The notice shall contain the stated cause(s) for termination provided that the notified party may cure its default within such period (or commence to and expeditiously continue to cure same

if such default cannot be cured within 7 days), in which event the termination notice shall be deemed null and void.

7.1 Further, in its sole discretion, Contractor may, at any time, terminate this Agreement for its convenience upon giving written notice to Services Provider. Termination shall take effect immediately upon the date set forth in the notice. Services Provider shall be entitled to be paid for all services satisfactorily rendered and expenses incurred to the date of termination but in no event shall Services Provider be entitled to consequential damages or loss of profits on services not yet rendered.

7.2 Upon termination, Services Provider shall immediately discontinue the Services, vacate the site and return all material and equipment belonging to Contractor.

7.3 Service Provider may, at any time, terminate this Agreement for convenience by giving written notice to Contractor. Termination shall take effect immediately upon the date set forth in the notice. Contractor shall be entitled to be paid for any services satisfactorily rendered and expenses incurred to the date of termination but in no event shall Contractor be entitled to consequential damages or loss of profits from services not yet rendered.

## ARTICLE 8
## RECORDS

8.0 Services Provider shall (a) maintain orderly files of correspondence, reports, work product, and all other documents related to the Project, and (b) maintain records and accounting procedures sufficient to support invoices and such records shall be subject at reasonable times to inspection and audit by Contractor.

8.1 All of the foregoing data and records shall be made available to Contractor or its representative(s) promptly upon request and for two years from the date of final payment, or five years after the date the record or document is generated. Notwithstanding the foregoing, the Contractor may instruct Services provider to retain all records which relate to claims and disputes until any later date that such claims, disputes and actions are finally resolved.

## ARTICLE 9
## PROPRIETARY INFORMATION

9.0 Contractor may disclose to Services Provider, or Services Provider may come into contact with or observe, business information, know-how, marketing plans, inventions and other intellectual property rights (all of which are hereinafter jointly referred "**Proprietary Information**") that are either the property of Contractor or controlled by Contractor. Services Provider acknowledges that Contractor's creative briefing, instructions and shared information are Proprietary Information. Such Proprietary Information shall be held in strict confidence by Services Provider and for a period of ten years shall not be disclosed to any third party without the express prior written consent and permission of an officer of Contractor, except as otherwise required by law or if any such Proprietary Information becomes known to the public through no fault of Services Provider. Services Provider shall reasonably safeguard all written material that Contractor supplies to Services Provider. Services Provider shall not copy or duplicate such material (except for internal purposes) without Contractor's prior written consent and shall return such materials to Contractor upon completion of the services being provided to Contractor or upon Contractor's request. In the event of any breach or threatened breach of the foregoing provisions of this paragraph, damages to be suffered by Contractor shall not be fully compensable in money damages alone; accordingly, Contractor shall, in addition to other available legal or equitable remedies be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief. With regard to information designated by Contractor as a trade secret, Services Provider shall not disclose such information to any third party other than Services Provider's lawyers or accountants, without the express written consent of Contractor, except as otherwise required by law or if the trade secret becomes known to the public through no fault of Services Provider. This obligation has no limitation of time.

## ARTICLE 10
## PROPRIETARY RIGHTS

10.0 Services Provider shall have no proprietary interest in the work product created, produced or developed by Services Provider during the course of its engagement, but the work product shall be owned solely and exclusively by Contractor. To the extent permissible under applicable law, the results and proceeds of such work product shall be deemed for hire within the definition of 17 U.S.C. Section 101. To the extent not permissible and to the extent rights other than copyrights are included, Services Provider expressly assigns all rights to copyrights, trademarks, patents, trade secrets or other proprietary rights throughout the world in such work product to Contractor, free of all liens, claims or

encumbrances. Upon request, Services Provider shall execute and deliver all documents requested by Contractor to effectuate or perfect the foregoing and this Agreement. Services Provider appoints the officers of Contractor who shall from time-to-time hold such offices as Services Provider's attorney-in-fact to execute and deliver such documents if Services Provider shall fail to do so within five business days following Contractor's request. The foregoing appointment is a power coupled with an interest and shall be irrevocable.

## ARTICLE 11
## DISPUTE RESOLUTION

11.0 ~~Arbitration. If any controversy or claim arises out of this Agreement and if such dispute cannot be settled through negotiation, the parties shall submit such dispute to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. The seat and venue of arbitration shall be Houston~~Hidalgo County~~, TX, unless another location is mutually agreed upon in writing. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, claims and disputes arising from Services provided or to be provided under the Prime Contract, will be dealt with in accordance with the provisions of section 19 of the Prime Contract.~~

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

11.1 Continuing Work. At all times during the dispute resolution procedures set forth in this Services Agreement, the Services Provider shall continue with the performance of the Services and its obligations, including any disputed Services or obligations, diligently and without delay, in accordance with this Services Agreement, except to the extent enjoined by order of a court or otherwise approved by the Contractor in its discretion. The Services Provider acknowledges that it shall be solely responsible for the results of any delaying actions or inactions taken during the pendency of resolution of a dispute relating to the Services even if the Services Provider's position in connection with the dispute ultimately prevails. In addition, during the pendency of resolution of a dispute relating to the Services, the Contractor and Services Provider shall continue to comply with all provisions of this Agreement.

## ARTICLE 12
## OWNER-REQUIRED CLAUSES

12.0 Without limiting the terms and conditions of this Agreement, and in addition thereto, Services Provider and its sub-consultants and/or suppliers of every tier shall comply with the Owner-required contract clauses attached hereto as Schedule D (to the extent applicable and as appropriate). Services Provider shall include such terms and conditions in each agreement with its sub-consultants and/or suppliers of any tier to ensure compliance by the sub-consultants and/or suppliers with all applicable requirements of the Prime Contract.

## ARTICLE 13
## MISCELLANEOUS PROVISIONS

13.0 Not an Employee. Services Provider specifically agrees and warrants that it is an independent contractor within the meaning of this term in the state where the Work is performed and will remain so for the life of this Agreement. Neither Services Provider, nor any of his, her or its employees, shall be an employee of Contractor for federal or state tax purposes or for any other purpose. It is not intended that any employer-employee relationship be established between Contractor and Services Provider, either expressly or by implication. Services Provider shall not be entitled to participate in any retirement, medical or other employee benefit plans provided by Contractor to its employees. No provision of this Agreement shall be interpreted to conflict with the parties' intent that the legal status of Services Provider is to be that of an independent contractor only, and not an employee of Contractor.

13.1 Not an Agent. Services Provider is not an agent of Contractor and has no authority to act on behalf of or to represent to anyone that he, she or it is authorized to act on behalf of or to bind Contractor in any manner.

13.2 Assignment. Services Provider may not assign, transfer, delegate or encumber its interest in or duties under this Agreement without the prior written consent of Contractor, and any such assignment shall be void.

13.3 Amendments. This Agreement may not be orally amended, modified or terminated. No amendment or modification shall be binding upon Contractor unless signed by its

authorized representative. This Agreement shall bind the successors and permitted assigns of the respective parties.

13.4 Entire Agreement. All understandings heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their Agreement.

13.5 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such remaining provisions shall remain in full force and effect. The invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

13.6 No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to create a contractual relationship with or a cause of action in favor of any third party against Services Provider or Contractor.

13.7 Laws. Services Provider shall comply with all applicable laws, rules and regulations, and represents to Contractor that it has obtained all licenses necessary to provide the services required, if any.

13.8 Applicable Law. This Agreement shall be construed under the laws of the State of Texas. The parties agree that venue and jurisdiction shall lie exclusively in Hidalgo County, Texas.

13.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties may exchange signed counterparts or signature pages by electronic means.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, the day and year first above written.

*[Remainder of page intentionally left blank. Signature page follows]*

**BY DRAGADOS-PULICE JOINT VENTURE, AS CONTRACTOR**

By: _____
Fabio Jaramillo, Project Manager

**BY CITY OF PHARR AS SERVICES PROVIDER**

By: _____

Name (print): _____

Title: _____

Date: _____

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.G.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Vanessa Guzman, Administrative Assistant

**DEPARTMENT**: Bridge

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, authorizing City Manager to submit application for presidential permit for the Pharr International Bridge Expansion Project.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:** Staff recommends authorization to submit the Application for Presidential Permit for the Pharr International Bridge Expansion Project.

**Alternatives:** N/A

## ROUTING:

| | |
|---|---|
| Vanessa Guzman | Created/Initiated - 9/17/2020 |
| Luis Bazan | Approved - 9/17/2020 |
| Patricia Rigney | Approved - 9/17/2020 |
| Karla Saavedra | Approved - 9/17/2020 |
| City Management Office | Final Approval - 9/18/2020 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.H.
**DATE SUBMITTED:** September 18, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Edward Wylie, Assistant City Manager

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for Project Management Services for Texas Water Development Board funded project.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Staff is in need of a Project Management Services for all the water and sewer TWDB Projects. Staff is recommending top pick from the water and sewer rotation list.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Edward Wylie | Created/Initiated - 9/18/2020 |
| Patricia Rigney | Approved - 9/18/2020 |
| Karla Saavedra | New - |
| City Management Office | |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 9.A.
**DATE SUBMITTED:** September 17, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Patricia Rigney, City Attorney

**DEPARTMENT**: Legal

**DIRECTOR:**

**Agenda Item:** Consultation with City Attorney regarding *Jose Luengo v. City of Pharr*, C-2983-20-E, in the 275th District Court Hidalgo County, Texas.

**Classification:** Closed Session

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

Patricia Rigney — Created/Initiated - 9/17/2020
City Management Office — Final Approval - 9/17/2020

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 9.B.
**DATE SUBMITTED:** September 18, 2020
**MEETING DATE:** September 21, 2020

**FROM:** Patricia Rigney, City Attorney

**DEPARTMENT**: Legal

**DIRECTOR:**

**Agenda Item:** Consultation and action, if any, regarding potential litigation involving Sugar Rd. and Egly Rd. improvement project.

**Classification:** Closed Session

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Patricia Rigney | Created/Initiated - 9/18/2020 |
| City Management Office | New - |