

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MAY 16, 2022**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming May 30, 2022 as World Sclerosis Day.
(ADMINISTRATION)

3. 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.

4. PUBLIC HEARINGS: (Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.

A) Public hearing on development services cases.

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

A) Submission of Sales Tax Collection Report for May 2022.

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

A) Approval of Minutes for May 2, 2022 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2018-04 to modify the fee schedule to add the Pharr Natatorium located at 3001 N. Cage. **(3rd and Final Reading)** (PARKS)

C) Consideration and action, if any, authorizing City Manager to extend the Professional Surveying Services to the firms currently on the City of Pharr's rotation list. (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to extend the Professional Architectural Services with the firms currently on the City of Pharr's rotation list. (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services for projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering with the Engineering firms currently on the City of Pharr's rotation list. (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services for Water and Wastewater Improvement Projects with the Engineering firms currently on the City of Pharr's rotation list. (PURCHASING)

G) Consideration and action, if any, on Development Services Cases:

1. Omar Rios, representing Villa Del Carmen, LLC., owner, 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 Residential Multi-Family District (R-MF). The property is legally described as being 9.7-acres, more or less, out of Lots 2 and 3, Tri-City Acres Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 5501 and 5601 North Sugar Road. **COZ#220425** (DEVELOPMENT SERVICES)

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2. SAMES, Inc., representing Efrain Agustin and Martha Y. Maldonado, owner, 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 Residential Multi-Family District (R-MF). The property is legally described as being 20-acres, more or less, out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1000-1200 Block of East Minnesota Road. **COZ#220428** (DEVELOPMENT SERVICES)

3. Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. **CUP#071271** (DEVELOPMENT SERVICES)

4. Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 1.34 acre tract of land more or less, out of Lot 4A, Replat of vacated Car-Mel Subdivision, vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite C. **CUP#140101** (DEVELOPMENT SERVICES)

H) PLATS:

1. Melden & Hunt Inc., representing Jaime Galpern and Sandra G. Galpern, owners, are requesting preliminary plat approval of the proposed Master Plan Go Carwash Pharr Subdivision. The property is legally described as being a 18.314 acres being a part of portion out of Lots 7 and 8, Block 12, A.J. MCCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 7500 Blk. of South Jackson Rd. **SUB#220102** (DEVELOPMENT SERVICES)

2. AEC Engineer, LLC., representing Jaime Galpern and wife, Sandra G. Galpern, Owners, are requesting final plat approval of the proposed McDonald's 42-3146 Pharr Subdivision. The property is legally described as being a 1.798 acre tract of land more or less out of Lot 8, Block 12, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 7500 Block of South Jackson Rd. **SUB#210410** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and appropriate action, if any, on Ordinance amending Ordinance No. O-2015-02, authorizing the City Manager to define, by executive directive, the chain of command and scope of duties pertaining to an appointed Deputy City Manager and Assistant City Manager. **(Adoption on 1st Reading)** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Chapter 54 of the Pharr Code of Ordinances by updating the fee schedule for cost recovery; inclusion in Pharr Code of Ordinances; Incorporation of other ordinances; repealing conflicting Ordinances; severability; and effective date. **(1st Reading)** (FIRE)

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C) Consideration and action, if any, on Resolution approving the City of Pharr Strategic Plan 2022-2027. (OSE)

D) Consideration and action, if any, on Resolution appointing/reappointing four (4) members to the Pharr Memorial Library Advisory Board. (LIBRARY)

E) Consideration and action, if any, on Resolution appointing/reappointing one (1) member to the Community Development Council. (GMCD)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on approval of the City of Pharr Basic Emergency Management Plan for submittal to the Texas Division of Emergency Management. (EMERGENCY MANAGEMENT)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Change Order No. 5 in the amount of \$99,449.41, release of Final Payment and Retainage in the amount of \$1,283,790.89, and acceptance of the City of Pharr/PSJA/UTRGV Aquatic Facility Project as complete. (ENGINEERING)

B) Consideration and action, if any, on acceptance of the City of Pharr Various Parking Lot Improvements Project as complete, approval of Final Change Order No. 3 in the amount of \$80,214.00, and release of Final Payment and Retainage in the amount of \$138,075.12. (ENGINEERING)

C) Consideration and action, if any, authorizing the City Manager to execute Texas Emergency Medical Task Force Air Medical Resource Memorandum of Agreement with Southwest Regional Advisory Council. (EMERGENCY MEDICAL SERVICES)

D) Consideration and action, if any, authorizing City Manager to enter into agreement with Texas Manufacturing Assistance Center (TMAC) - University of Texas Rio Grande Valley (UTRGV) for Organizational Key Performance Indicators in the amount of \$34,425.00. (OSE)

E) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Toros Stadium LLC, to provide emergency and non-emergency transportation of individuals needing emergency medical services . (EMERGENCY MEDICAL SERVICES)

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F) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Vipers Arena LLC to provide emergency and non-emergency transportation of individuals needing emergency medical services. (EMERGENCY MEDICAL SERVICES)

G) Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the Purchase and Delivery of Fuel with Gold Star Petroleum, Inc. from Spring, Texas. (PURCHASING)

H) Consideration and action, if any, authorizing City Manager to enter into agreement with Staff Force Personnel Services for the temporary staffing. (HR)

I) Consideration and action, if any, authorizing City Manager to enter into agreement with Workforce Solutions Work Experience/Subsidized Employment Program. (HR)

J) Consideration and action, if any, on third and restated Interlocal Agreement between City of Pharr and Hidalgo County Regional Mobility Authority (HCRMA) for administrative services. (ADMINISTRATION)

K) Consideration and action, if any, authorizing City Manager to enter into an affiliation agreement with UT Health Rio Grande Valley for surgical resident clinical rotations. (EMERGENCY MEDICAL SERVICES)

L) Consideration and action, if any, authorizing City Manager to execute Hold Harmless Agreement with PSJA ISD for the usage of the school buses for the City of Pharr's summer programs. (PARKS)

M) Consideration and action, if any, authorizing City Manager to enter into an agreement with T-Mobile for the Government Connecting Heroes program using NASPO ValuePoint cooperative contract. (IT)

N) Consideration and action, if any, authorizing City Manager to enter into an agreement with T-Mobile to migrate from Texas DIR to GSA procurement contract. (IT)

O) Consideration and action, if any, authorizing City Manager to negotiate and enter Right of Entry for Construction on Tract RGV-WSL-1032 between City of Pharr and United States of America for Border Infrastructure. (LEGAL)

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P) Consideration and action, if any, authorizing City Manager to enter into agreement with Doctors Hospital at Renaissance, LTD. for wellness lab screening services. (HR)

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. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and 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 13th day of May 2022 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 13th day of May 2022




HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, Multiple Sclerosis (MS) is an unpredictable disease of the central nervous system that disrupts the flow of information within the brain, and between the brain and body; and

WHEREAS, MS is a chronic, often disabling disease that impacts nearly one million people in the United States; causing individuals to lose their ability to write, speak, walk, causing pain, weakness, and muscle spasms; and

WHEREAS, people with MS are often misunderstood because many of their symptoms including fatigue, weakness, cognition difficulties, vision loss, and depression are "invisible"; and

WHEREAS, the exact cause of MS is unknown and there is no cure, but there are treatments for initial attacks, medications and therapies to improve symptoms, and recently developed drugs to slow the worsening of the disease; and

WHEREAS, South Texas M.S. Council is a non-profit organization helping to improve the quality of life of those suffering from multiple sclerosis in the Rio Grande Valley; and

WHEREAS, increased public education and awareness about MS not only helps people who must cope with the disease, but also stimulates funds for vital research aimed at developing more disease-modifying treatments and ultimately a cure.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the day of May 30, 2022 as:

“World Multiple Sclerosis Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of May 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: May 16, 2022

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.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: May 11, 2022

MEETING DATE: May 16, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for May 2022.

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 14.10% Month-to-Month compared to last Year 2021 and overall 15.66% growth compared to last year's collections.

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

Fiscal Consideration:

n/a

Staff Recommendation: Approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Patricia Rigney
City Management Office

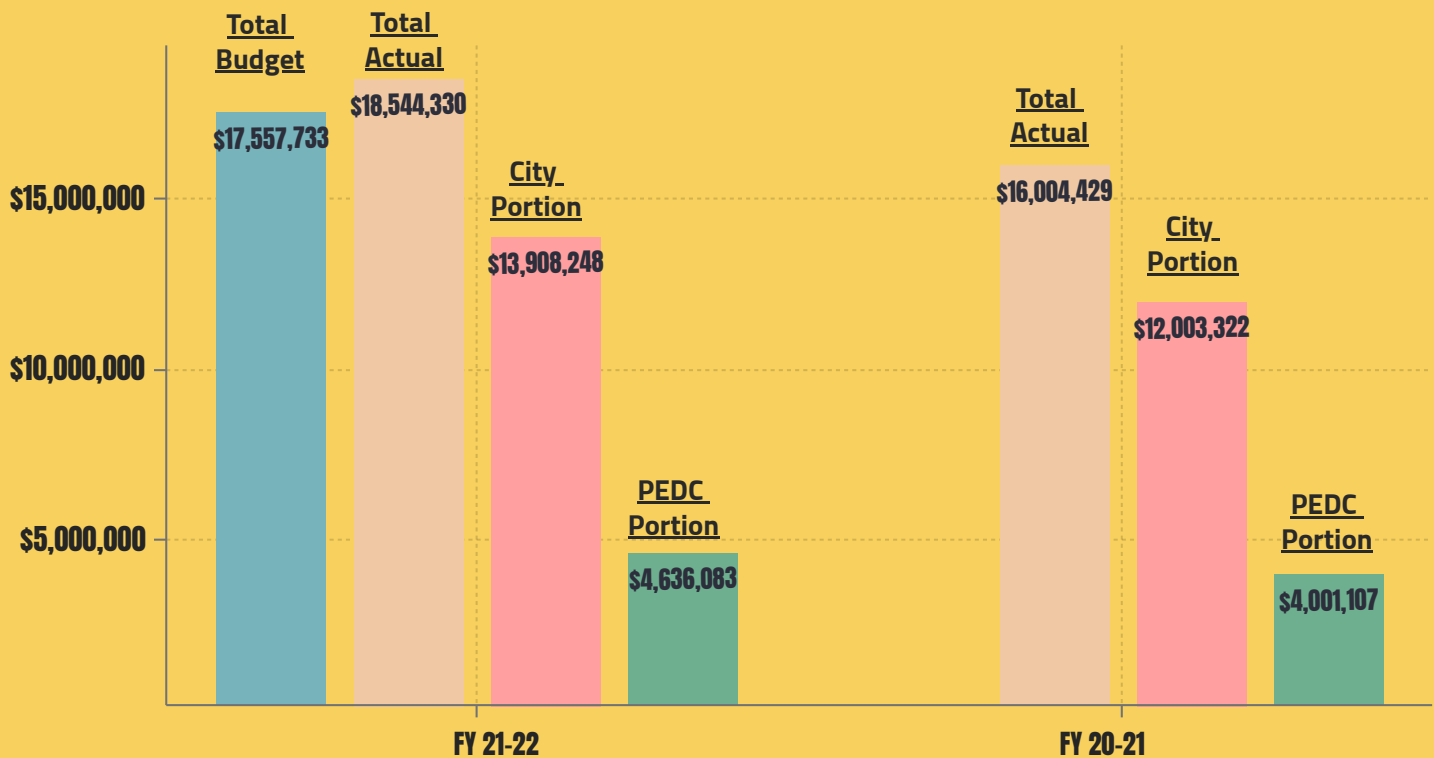
Created/Initiated - 5/11/2022
Approved - 5/11/2022
Final Approval - 5/12/2022



CITY OF PHARR SALES TAXES

as of May 2022
FY 2021-2022

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year



15.66% YTD

Increase in Sales Tax from Last Year*



14.10%

Compared to May 2021 Cash Basis.

Ranked No. 1

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Approval of Minutes for May 2, 2022 Regular Called Meeting.

Classification: Consent

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

Issue: Minutes for meeting held on Monday, May 2, 2022.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Annie Reeves
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 2, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 2, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Daniel Chavez
Comm. Roberto "Bobby" Carrillo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Eleazar Guajardo

STAFF PRESENT: Andy Harvey, City Manager/Police Chief
Edward Wylie, Deputy City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Karla Saavedra, Finance Director
Juan Villescas, Municipal Judge
Joel Robles, Asst. Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Olga Garza, Public Works Director
Melanie Cano, O.S.E. Director
Oscar De Leon, Asst. Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Yuri Gonzalez, Communications Officer
Kenneth Ennis, Public Safety Comms. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING
May 2, 2022

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

Comm. Chavez was not present at the time of roll call but arrived at 4:02 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance. Pastor David Magallan and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING May 1-7, 2022 AS PROFESSIONAL MUNICIPAL CLERKS WEEK (ADMINISTRATION)

Comm. Flores read proclamation proclaiming May 1-7, 2022 as Professional Municipal Clerks Week.

Hilda Pedraza, City Clerk; Imelda Perez, Assistant City Clerk; and Maritza Gutierrez, Local Registrar/Records Management Liaison received the proclamation and thanked the Commission for the recognition.

B) PROCLAMATION PROCLAIMING MAY 11 - 17, 2022 AS PHARR POLICE MEMORIAL WEEK (POLICE)

Andy Harvey, City Manager/Police Chief read proclamation proclaiming May 11-17, 2022 as Police Memorial Week.

Joel Robles, Assistant Police Chief; William Edmundson, Deputy Chief; and Juan F. Gonzalez, Deputy Chief received the proclamation and thanked the Commission for the recognition.

C) PROCLAMATION PROCLAIMING MAY 15 - 21, 2022 AS EMERGENCY MEDICAL SERVICES WEEK (EMERGENCY MEDICAL SERVICES)

Comm. Carrillo read proclamation proclaiming May 15-21, 2022 as Emergency Medical Services Week and presented proclamation to Danny Ramirez, EMS Chief and Pharr EMS staff.

D) PROCLAMATION PROCLAIMING MAY 2022 AS NATIONAL STOP THE BLEED MONTH (EMERGENCY MEDICAL SERVICES)

MINUTES: REGULAR CALLED MEETING

May 2, 2022

Mayor Hernandez read proclamation proclaiming May 2022 as National Stop the Bleed Month and presented proclamation to Pharr EMS staff.

Danny Ramirez, EMS Chief, Pharr EMS in partnership with various organizations would be hosting a free training on stop the bleed on May 19, 2022 at Pharr EMS Headquarters. He further introduced staff and thanked the Commission for the recognition.

ITEM 3 PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Andy Harvey, City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

Patricia Rigney, City Attorney, called upon newly hired Assistant City Attorney, Veronica Bernal-McCann. Ms. McCann introduced herself and thanked management and the Commission for the opportunity to be part of the City of Pharr.

At this time, Mayor Hernandez welcomed newly appointed City Manager, Andy Harvey, and congratulated him for this important leadership role. Andy Harvey, City Manager, stated he was honored for the opportunity and shared a video of his family's upbringings to the city of Pharr.

A) SUBMISSION OF 2ND QUARTER 2021-2022 CITY OF PHARR INVESTMENT REPORT

Karla Saavedra, Finance Director, briefly stated the report was in their packets and questions could be entertained at this time.

B) SUBMISSION OF FINANCIAL REPORT FOR THE PERIOD ENDING MARCH 31, 2022 (FINANCE)

Karla Saavedra, Finance Director, reported the city financial report was prepared on a regular basis as part of the city's fiscal transparency. She briefly went over the fiscal updates and stated the city's bond ratings were in the upper A's.

ITEM 6. CONSENT AGENDA

MINUTES: REGULAR CALLED MEETING

May 2, 2022

- A) **APPROVAL OF MINUTES FOR APRIL 4, 2022 REGULAR CALLED MEETING; APRIL 13, 2022 SPECIAL CALLED MEETING; APRIL 18, 2022 REGULAR CALLED MEETING; AND APRIL 20, 2022 SPECIAL CALLED MEETING (ADMINISTRATION)**
- B) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2021-44 FOR MODIFICATIONS TO THE FEE SCHEDULE FOR MUNICIPAL FIBER OPTIC SERVICES (3RD AND FINAL READING) (IT)**
- C) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2018-04 TO MODIFY THE FEE SCHEDULE TO ADD THE PHARR NATATORIUM LOCATED AT 3001 N. CAGE (2ND READING) (PARKS)**
- D) **CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
1. MELDEN & HUNT, INC., REPRESENTING ADELANTE HOLDINGS, LTD., OWNER, REQUESTED A CHANGE OF ZONE FROM RESIDENTIAL MULTI FAMILY HIGH-DENSITY DISTRICT (R-MFHD) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.30-ACRES, MORE OR LESS, OUT OF LOT 151, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 2605 NORTH SUGAR ROAD. COZ#220322 (DEVELOPMENT SERVICES)
2. PHARR CENTRAL INDUSTRIAL, LLC., REPRESENTING EXCLUSIVE COVERING, INC., OWNER, REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, ALFREDO'S TILE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 707 WEST FERGUSON AVENUE. COZ#220323 (DEVELOPMENT SERVICES)
- E) **PLATS:**
1. MELDEN & HUNT INC., REPRESENTING JORGE A. ADRADE, MANAGER FOR BLU-MAN INVESTMENTS, L.L.C, A TEXAS LIMITED LIABILITY COMPANY, REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED SOUTH GATE INDUSTRIAL PARK MASTER PLAN SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 46.230 ACRES CONSISTING OF 23.529 ACRES OUT OF LOT 383 AND 22.701 ACRES OUT OF LOT 384 KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 800 BLOCK OF E. MILITARY HWY. SUB#220308 (DEVELOPMENT SERVICES)

Andy Harvey, City Manager, introduced the item.

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

Ordinance Nos. O-2022-16, O-2022-17, and O-2022-18 are filed with the City Clerk's office.

MINUTES: REGULAR CALLED MEETING
May 2, 2022

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

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

The time being 4:48 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 5:22 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 8 ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, ACCEPTING THE CITY OF PHARR AUDITED FINANCIAL STATEMENTS FOR FY 2020-2021 (FINANCE)

Andy Harvey, City Manager, introduced the item.

Melissa Gonzalez, CPA with Oscar R. Gonzalez CPA & Associates, stated they had audited the financial statements of the City of Pharr and the financial and internal control audit report was presented with an unmodified (clean) opinion. She further stated all component units were presented fairly in all material aspects.

Comm. Carrillo moved to accept the audited financial statements for FY 2020-2021. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 7. ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PHARR POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR THE OPERATION STONEGARDEN GRANT PROGRAM (OPSG-2021) TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION GRANT #3173107 / OPSG-2021 (POLICE)

MINUTES: REGULAR CALLED MEETING
May 2, 2022

Andy Harvey, City Manager, introduced the item.

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

Resolution No. R-2022-20 is filed with the City Clerk's Office.

- C) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF THE PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS (FIRE)**

Andy Harvey, City Manager, introduced the item.

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

Resolution No. R-2022-20 is filed with the City Clerk's Office.

ITEM 9. PURCHASING:

- A) **CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF THREE 6" GODWIN PUMPS AND ONE 12" GODWIN PUMP FOR DEWATERING SERVICES FROM XYLEM DEWATERING SOLUTIONS OUT OF CORPUS CHRISTI, TEXAS, IN THE AMOUNT OF \$274,946.09 THROUGH HGAC CM02-21 (PUBLIC WORKS)**

Andy Harvey, City Manager, introduced the item.

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

Olga Garza, Public Works Director, briefly explained these were additional pumps needed for emergency response and to allow rapid dewatering of flooded areas in the city.

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

ITEM 10. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH R. GUTIERREZ ENGINEERING CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$17,500.00 FOR THE SUBDIVISION PLAT AND DRAINAGE PLAN FOR THE NEW PARKS & RECREATION DEPARTMENT WAREHOUSE PROPERTY LOCATED ON S. NELSON ST. ALONG W. HALL ACRES RD. (ENGINEERING)**

Andy Harvey, City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE A NON-DISCLOSURE AGREEMENT (NDA) WITH DHR HEALTH INSTITUTE FOR RESEARCH AND DEVELOPMENT ALLOWING THE EMS DEPARTMENT TO PARTICIPATE IN RESEARCH STUDIES (EMERGENCY MEDICAL SERVICES)**

Andy Harvey, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AFFILIATION AGREEMENT WITH RGV COLLEGE FOR EMS STUDENT CLINICAL ROTATIONS (EMERGENCY MEDICAL SERVICES)**

Andy Harvey, City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, RATIFYING AGREEMENT BETWEEN CITY OF PHARR AND CLEARGOV FOR BUDGET PREPARATION SOFTWARE SERVICE AGREEMENT (FINANCE)**

Andy Harvey, City Manager, introduced the item.

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

MINUTES: REGULAR CALLED MEETING

May 2, 2022

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RATIFY CHANGE ORDER NUMBER 4 IN THE AMOUNT OF \$290,395 FOR THE NORTHSIDE AQUATIC FACILITY (ENGINEERING)

Andy Harvey, City Manager, introduced the item.

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A BUSINESS AGREEMENT WITH EMERGENT AIR AUTHORIZING THE SHARING OF PROTECTED HEALTH INFORMATION (PHI) FOR FLIGHT SERVICES (EMERGENCY MEDICAL SERVICES)

Andy Harvey, City Manager, introduced the item.

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

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AGREEMENT WITH AN ENGINEER ON THE APPROVED PROFESSIONAL ENGINEERING SERVICES POOL FOR THE PLATTING OF THE PROPERTY FOR THE PROPOSED EMERGENCY MANAGEMENT SERVICE (EMS) AND FIRE DEPARTMENT (FD) DEVELOPMENTS ON NORTH KNIGHTS DRIVE (ENGINEERING)

Andy Harvey, City Manager, introduced the item.

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

Mayor Hernandez asked staff what the completion date for the project was. Maria Rangel, Assistant City Engineer, briefly stated the estimated construction for the project was six months.

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:30 p.m.

MINUTES: REGULAR CALLED MEETING
May 2, 2022

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 2nd DAY OF MAY 2022 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: May 3, 2022

MEETING DATE: May 16, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2018-04 to modify the fee schedule to add the Pharr Natatorium located at 3001 N. Cage. *(3rd and Final Reading)*

Classification: Consent

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

Issue: Due to the addition of the newly constructed Pharr Natatorium located at 3001 N. Cage, the Parks and Recreation Department wishes to amend the current fee schedule.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends City Council approve this item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Sergio Alanis
Annie Reeves
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 5/3/2022
Approved - 5/12/2022
Approved - 5/12/2022
Approved - 5/12/2022
Approved - 5/12/2022
Final Approval - 5/13/2022

ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING ORDINANCE NOS. O-2014-17, O-2013-25, AND O-2018-04 ADOPTING THE PARKS AND RECREATION DEPARTMENT'S AQUATIC CENTER AND NATATORIUM FEE SCHEDULE; PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1: The following Sections Ordinance No. O-2014-17 of the City of Pharr be amended so that same shall hereafter read as follows:

I. AQUATIC PARK

Saturdays and Sundays

- | | | |
|----|---|---------|
| a. | 0 to 2 Years of Age Must be Accompanied by an Adult | No fee |
| b. | 3 to 12 Years of Age | \$ 5.00 |
| c. | 13 through 54 Years of Age | \$10.00 |
| d. | 55 Years of Age and Older | \$ 5.00 |

Monday through Friday (Closed on Wednesdays)

- | | | |
|----|---|---------|
| a. | 0 to 2 Years of Age Must be Accompanied by an Adult | No fee |
| b. | 3 to 12 Years of Age | \$ 3.00 |
| c. | 13 through 54 Years of Age | \$ 5.00 |
| d. | 55 Years of Age and Older | \$ 3.00 |

II. NATATORIUM (Aquatic Center-1000 S. Fir)

Monday through Friday (Closed on Wednesdays)

- | | | |
|----|----------------------------|---------|
| a. | 3 to 12 Years of Age | \$ 1.00 |
| b. | 13 through 54 Years of Age | \$ 2.00 |
| c. | 55 Years of Age and Older | \$ 1.00 |

III. AQUA AEROBICS

- a. 16 Years of Age and Older (Monthly) \$ 20.00

IV. PHARR NATATORIUM (3001 N. CAGE)

- a. Resident, Veterans, and 55 Years of Age and Older (Monthly) \$ 30.00
b. Non-Resident (Monthly) \$ 40.00

V. SWIM CLUB

- ~~a. All Ages (monthly) \$ 20.00~~

SECTION 2: REPEALING CLAUSE

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

SECTION 3: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 4: DECLARING AN EMERGENCY CLAUSE

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

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 18th day of April, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: May 5, 2022

MEETING DATE: May 16, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Surveying Services to the firms currently on the City of Pharr's rotation list.

Classification: Consent

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

Issue: Extend the Professional Surveying Services Rotation List for one (1) additional year that expires June 1, 2022. The City of Pharr periodically has a need for Professional Surveying Services. (1st extension)
(Project# 1920-01-528-S020-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the Professional Surveying Services (Rotation List) for one (1) additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Maria Rangel
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 5/5/2022
Approved - 5/5/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

PROJECT #1920-01-528-S020-001							
PROFESSIONAL SURVEYING SERVICES							
Firm Name	Firm Location	GRADING CRITERIA					Total 100 pts (Max)
		General Quality and Adequacy of Response 20 pts (Max)	Organization, Personnel, and Experience 30pts (Max)	Project Delivery 20 pts (Max)	Availability 20 pts (Max)	References 10 pts (Max)	
CVQ Land Surveyors, LLC	McAllen, TX	16.75	28.25	18.50	19.00	9.50	92.00
Half Associates, Inc.	McAllen, TX	18.00	26.75	17.25	18.00	9.75	89.75
R. Gutierrez Engineering Corporation	Pharr, TX	17.50	25.25	17.75	18.75	9.50	88.75
Cobb, Fendley & Associates, Inc.	McAllen, TX	17.50	26.00	17.25	17.75	9.75	88.25
Vickrey & Associates, Inc.	McAllen, TX	17.50	25.75	16.75	17.00	8.75	85.75
International Consulting Engineers	Edinburg, TX	17.00	25.25	16.75	17.25	9.25	85.50
ROW Surveying Services, LLC	Mission, TX	16.50	25.50	17.00	17.50	7.25	83.75
Arredondo, Zepeda & Brunz, LLC	Dallas, TX	16.25	24.75	15.25	16.00	9.75	82.00
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX	15.50	23.25	15.50	17.00	9.75	81.00
Ambiotec Civil Engineering Group, Inc	Brownsville, TX	15.00	21.33	13.67	13.33	9.00	72.33
GRAND TOTAL		10					

RECEIVED

By Maria Rangel at 11:26 am, May 11, 2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: May 5, 2022

MEETING DATE: May 16, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Architectural Services with the firms currently on the City of Pharr's rotation list.

Classification: Consent

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

Issue: Extend the Professional Architectural Services Rotation List for one (1) additional year that expires June 1, 2022. The City of Pharr periodically has a need for Professional Architectural Services. (1st extension)
(Project# 1920-01-528-S015-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the Professional Architectural Services (Rotation List) for one (1) additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Maria Rangel
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 5/5/2022
Approved - 5/5/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

PROJECT #1920-01-528-S015-001								
PROFESSIONAL ARCHITECTURAL SERVICES								
Firm Name	Firm Location	GRADING CRITERIA						
		Project Understanding 20 pts (Max)	Organization, Personnel, and Experience 35pts (Max)	Project Delivery 20 pts (Max)	Availability 15 pts (Max)	Local Sensitivity 10 pts (Max)	Total 100 pts (Max)	Rank
The Warren Group Architects, Inc.	McAllen, TX	19.25	34	19.25	14.75	9.75	97.00	1
GO ERO International, LLC	McAllen, TX	19	32.5	19.5	13.75	9.5	94.25	2
Boultinghouse Simpson Gates, Inc.	McAllen, TX	19.5	32.75	18.25	12.75	9.25	92.50	3
Milnet Architectural Services, PLLC	McAllen, TX	19.25	31.5	16.75	14.5	9.5	91.50	4
Rike Ogden Figueroa Allex (ROFA) Architects	McAllen, TX	18	32.25	19.25	12.5	9.5	91.50	5
Halff Associates Inc.	McAllen, TX	18	32	18.25	13.5	8.75	90.50	6
International Consulting Engineers	Corpus Christi, TX	16	31.75	19	13.75	9.25	89.75	7
Gignac & Associates, LLP	Corpus Christi, TX	18.25	31.25	18	12.25	9.5	89.25	8
Heffner Design Team, PLLC	McAllen, TX	17.75	31.75	18	12.5	9	89.00	9
ARKIIFORM	Alton, TX	16.25	30.5	17	14.25	8.75	86.75	10
Alvarado Architects & Associates, Inc.	Donna, TX	17.25	30.75	16.25	12.25	8.5	85.00	11
Gomez Mendez Saenz, Inc.	Brownsville, TX	17	30	18	11.25	8.25	84.50	12
Sam Garcia Architect, LLC	McAllen, TX	17	27.5	15.5	10.5	8.25	78.75	13
CLK Architects & Associates	Hebbronville, TX	17.5	30.5	18.25	5.25	5.25	76.75	14
Able City	San Antonio, TX	15.75	31.25	17.5	6.625	5	76.13	15
Mustard Design	Fredericksburg, TX	16.25	30	17.5	4.5	4	72.25	16
RGVCM Group LLC	Edinburg, TX	16.25	26.75	13.75	7.25	8	72.00	17
Amtech Solutions, Inc.	Dallas, TX	11.25	30.75	15	4.375	3.25	64.63	18
VARIOUS FIRMS		AMENDMENT APPROVED CC: 2/1/2021						
GALLEGOS PROJECT MANAGEMENT	McAllen, TX	AMENDMENT APPROVED CC: 4/5/2021						
JEFFREY D BLUME	MAGNOLIA, TX	AMENDMENT APPROVED CC: 10/18/2021						
GRAND TOTAL	20							

REVIEWED

By Maria Rangel at 11:20 am, May 11, 2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: May 5, 2022

MEETING DATE: May 16, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services for projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering with the Engineering firms currently on the City of Pharr's rotation list.

Classification: Consent

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

Issue: Extend the Professional Engineering Services Rotation List for one (1) additional year that expires June 1, 2022. The City of Pharr periodically has a need for general types of projects that require various professional engineering services. (1st extension)
(Project# 1920-01-528-S013-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the Professional Engineering Services (Rotation List) for one (1) additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Maria Rangel
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 5/5/2022
Approved - 5/5/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

PROJECT #1920-01-528-S013-001																
PROFESSIONAL ENGINEERING SERVICES																
GENERAL CIVIL - TRAFFIC ENGINEERING - CEI - STRUCTURAL - MEP - ELECTRICAL																
Firm Name	FIRM OFFICE LOCATION	GENERAL CIVIL	TRAFFIC ENGINEERING	CONSTRUCTION ENGINEERING (CEI)	STRUCTURAL ENGINEERING	MEP	ELECTRICAL ENGINEERING	GRADING CRITERIA							Total Score 100 pts (Max)	Rank
								Firm Profile 15 pts (Max)	Technical Approach 20 pts (Max)	Org Chart and Personnel 20 pts (Max)	Relevant Project Experience 25 pts (Max)	Management Plan 5 pts (Max)	Quality Assurance Plan 5pts (Max)	Presentation-Submittal Quality of document/oral presentation 10 pts		
Half Associates, Inc.	McAllen, TX	X	X	X	X	X	X	14.25	18	18.25	22.25	4.75	4.75	9	91.25	1
International	Edinburg, TX	X		X	X	X		12.5	18.75	17	23.75	4.75	4.75	8.75	90.25	2
Cobb Fendley &	McAllen, TX	X	X		X			13.25	17.19	18.31	22.19	4.50	4.88	8.56	88.88	3
S & B Infrastructure,	McAllen, TX	X		X	X			13	16	17.25	22	4.75	4.75	8.75	86.5	4
Trimad Consultants,	Pharr, TX	X		X				13	16.75	17.25	21.75	4	4.5	8.25	85.5	5
Javier Hinojosa	McAllen, TX	X						13.25	15.25	16.5	22.5	4	4.75	8.75	85	6
TEDSI Infrastructure	Mission, TX	X	X	X				12.75	17	17	21.25	4.25	4.25	8.5	85	6
goERO International	McAllen, TX				X			13.5	17	15.75	21.25	4.75	4.25	8.25	84.75	7
Landtech, Inc.	Mission, TX	X	X	X				14	16.75	16.5	20.25	4.25	4.25	8.5	84.5	8
Perez Consulting	McAllen, TX	X						13.5	17.25	15.75	22	4	4	7.75	84.25	9
Chanin Engineering,	McAllen, TX				X			12.25	15.75	17.5	20.5	4.75	4.5	8.75	84	10
Millennium Engineers	Pharr, TX			X				14	14.25	17	22.5	3.75	4.25	8.25	84	10
Hanson Professional	Brownsville, TX	X	X	X	X			13.25	15.5	17	21.25	3.75	3.75	8.5	83	11
B2Z Engineering,	Mission, TX	X		X	X			13.25	16	16	21.75	4	4	7.75	82.75	12
Dannenbaum	McAllen, TX	X	X	X	X			12.75	14.75	18.25	20	4.5	4	8.25	82.5	13
R. Gutierrez	Pharr, TX	X						12.75	16.5	15.75	21.75	3.75	4.25	7.25	82	14
CONSOR Engineers,	Pharr, TX	X	X	X	X			12	15.75	15.25	22.25	3.75	4	8	81	15
South Texas	Mission, TX	X	X	X				12.25	17.75	15	18.25	4.25	4.75	8.25	80.5	16
Garcia Infrastructure	Pharr, TX	X						12.75	15.75	15.5	19.75	4.25	3.75	8.5	80.25	17
GDJ Engineering,	Edinburg, TX	X	X	X				13	15	16.5	19.25	4	4.25	8	80	18
Hinojosa	Mission, TX	X			X			13.75	10.25	17.75	21.5	4.25	4.25	8.25	80	18
J&R Engineering,	McAllen, TX	X		X				13	16	15.5	18.75	4	4	8.75	80	18
Melden & Hunt, Inc.	Edinburg, TX	X						13.5	13.75	15.5	21.25	4.25	4	7.75	80	18
SWG Engineering,	Weslaco, TX	X		X				12.25	16	17.25	16.75	4.25	4.75	8.5	79.75	19
Intelligent	McAllen, TX				X			13	17	13.25	20.25	3.75	4	7.5	78.75	20
Sigma HN	McAllen, TX					X		12	15	15.25	19.25	4	5	8.25	78.75	21
M2 Engineering,	Palmview, TX	X		X				13	15.25	15.75	18.5	4.25	4.25	6.75	77.75	22
Guzman & Munoz	Mercedes, TX	X		X	X			11.5	15.25	15.25	19.75	3.75	3.75	7.75	77	23
Cruz-Hogan	McAllen, TX	X						11.5	15.25	15	20	3.75	3.75	7.25	76.5	24
Arredondo, Zepeda	Dallas, TX	X						11.5	17.5	18.5	14.75	3.75	3.25	6.25	75.5	25
LEMC INC	Mission, TX	X						12	14.25	15.25	18.25	1.5	4	7.25	72.5	26
Amtech Solutions, Inc.	Corpus Christi, TX				X			13.5	13.5	15.5	13	4.25	3.75	7.25	70.75	27
RO Engineering,	Edinburg, TX					X		12.5	8	9.75	20	3.75	2	7.25	63.25	28
Ever Engineering,	San Antonio, TX							9.375	8.25	7.75	14	2.75	4.25	7.75	54.125	29
SOLORIO, INC	Mission, TX	AMENDMENT APPROVED CC: 12/21/2020														
GRAND TOTAL	35															

REVIEWED

By Maria Rangel at 11:24 am, May 11, 2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: May 5, 2022

MEETING DATE: May 16, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services for Water and Wastewater Improvement Projects with the Engineering firms currently on the City of Pharr's rotation list.

Classification: Consent

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

Issue: Extend the Professional Engineering Services for Water and Wastewater Improvement Projects Rotation List for one (1) additional year that expires June 1, 2022. The City of Pharr periodically has a need for Professional Engineering Services Water and Wastewater Improvement Projects. (1st extension)
(Project# 1920-01-528-S014-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the Professional Engineering Service for Water and Wastewater Improvement Projects (Rotation List) for one (1) additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Maria Rangel
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 5/5/2022
Approved - 5/5/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

PROJECT #1920-60-583-S014-001									
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND WASTEWATER IMPROVEMENT PROJECTS									
		GRADING CRITERIA							
Firm Name	Firm Location	Firm Profile 15 pts (Max)	Understanding of City of Pharr Water and Wastewater Issues 25 pts (Max)	Org Chart and Personnel 20 pts (Max)	Relevant Project Experience 30 pts (Max)	Management Plan 5 pts (Max)	Quality Assurance Plan 5pts (Max)	Avg. Total Score 100 pts (Max)	RANK
Carollo Engineers, Inc.	McAllen, TX	14	24.5	18	29.25	5	4.75	95.5	1
Garcia Infrastructure Consultants, LLC	San Antonio, TX	14.25	24.75	17.25	28	4.75	4.75	93.75	2
Freese and Nichols, Inc	San Antonio, TX	14.5	24.5	17	27.75	4.5	5	93.25	3
Half Associates, Inc.	McAllen, TX	14.5	22.5	18.25	27	5	4.75	92	4
Trimad Consultants, LLC	Pharr, TX	13	24.5	17	26.25	4.5	4.75	90	5
Hanson, Professional Services Inc.	Brownsville, TX	13	21.5	17.25	28.25	4.75	4.5	89.25	6
Dannenbaum Engineering Corporation	McAllen, TX	13.25	22	16.75	26	4.5	4.75	87.25	7
Cobb, Fendley & Associates, Inc.	McAllen, TX	10.75	19.75	17.75	27.5	4.5	4.5	84.75	8
International Consulting Engineers	Corpus Christi, TX	14	20.25	16.75	22.5	4.5	4.5	82.5	9
R. Gutierrez Engineering Corporation	Pharr, TX	12.75	21.75	15.75	20.5	4.75	4.25	79.75	10
Cruz-Hogan Consultants, Inc.	McAllen, TX	12.25	20.5	14.5	24.75	3.75	3.75	79.5	11
Perez Consulting Engineers	McAllen, TX	13	19.75	16.25	22	4.25	4.25	79.5	11
RGV Water Works, LLC	McAllen, TX	12.25	22	14.75	21.5	4.25	4.5	79.25	12
SWG Engineering, LLC	Weslaco, TX	13	11.75	16.5	27	4.75	4.75	77.75	13
J&R Engineering, LLC	McAllen, TX	13.25	17.75	14.75	21.5	4.5	4.5	76.25	14
Javier Hinojosa Engineering	McAllen, TX	12.5	19	14.5	21.25	4.5	4.5	76.25	14
TEDSI Infrastructure Group, Inc.	Mission, TX	12.75	19.25	15.75	19.5	4.5	4.5	76.25	14
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX	10.25	18.5	15.5	19.75	4.5	4.5	73	15
South Texas Infrastructure Group, LLC	Mission, TX	12.25	14.5	15.25	21.25	4.5	4.5	72.25	16
M2 Engineering, PLLC	Palmview, TX	11.75	14.25	12.5	23	4.75	4.5	70.75	17
Hinojosa Engineering Inc.	Mission, TX	11.75	13	14.5	20.5	4.5	4.5	68.75	18
LEMC Inc.	Alton, TX	12	12.75	12.5	23.5	2	2	64.75	19
BROWNSTONE	McAllen, TX	AMENDMENT APPROVED CC:9/21/20							
GRAND TOTAL	23								

REVIEWED

By Maria Rangel at 11:25 am, May 11, 2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED:

MEETING DATE: May 16, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.1.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Omar Rios, representing Villa Del Carmen, LLC., owner, 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 Residential Multi-Family District (R-MF). The property is legally described as being 9.7-acres, more or less, out of Lots 2 and 3, Tri-City Acres Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 5501 and 5601 North Sugar Road. **COZ#220425**

Classification: Regular

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

Issue: Omar Rios, representing Villa Del Carmen, LLC., owner, 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 Residential Multi-Family District (R-MF).

COZ#220425

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. 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 Residential Multi-Family District (R-MF) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/12/2022
Approved - 5/12/2022
Final Approval - 5/12/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: May 16, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220425

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: April 4, 2022

1. **Applicant:** Omar Rios, representing Villa Del Carmen, LLC., owner.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF).
3. **Nature / Intent of Request:** In order to develop and construct four-plex units.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director

[Signature]
Initials

5-11-22
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

5-11-22
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

05/09/22
Initials Date

☒ Approval ☐ Denial

D. City Manager

Initials Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, MAY 16, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF). The property is legally described as being 9.7-acres, more or less, out of Lots 2 and 3, Tri-City Acres Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 5501 and 5601 North Sugar 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:

Omar Rios, representing Villa Del Carmen, LLC., owner, 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 Residential Multi-Family District (R-MF) in order to develop and construct four-plex units.

The subject site is located on the west side of North Sugar Road and currently has two physical addresses being 5601 North Sugar Road and 5515 North Sugar Road. The property is legally described as being 9.7 acres, more or less, out of Lots 2 and 3, Tri-City Acres Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Sugar Road, a 70' minor 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 subject property and surrounding properties were annexed on March 6, 1984, as Agricultural and or Open Space District (A-O). The properties to the east were rezoned to Single Family Residential District (R-1) on March 20, 2017, and the properties to the west were rezoned to Single Family Residential District (R-1) on September 20, 2020. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single family residential use in the Land Use Plan.

The Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan

Twenty-four (24) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

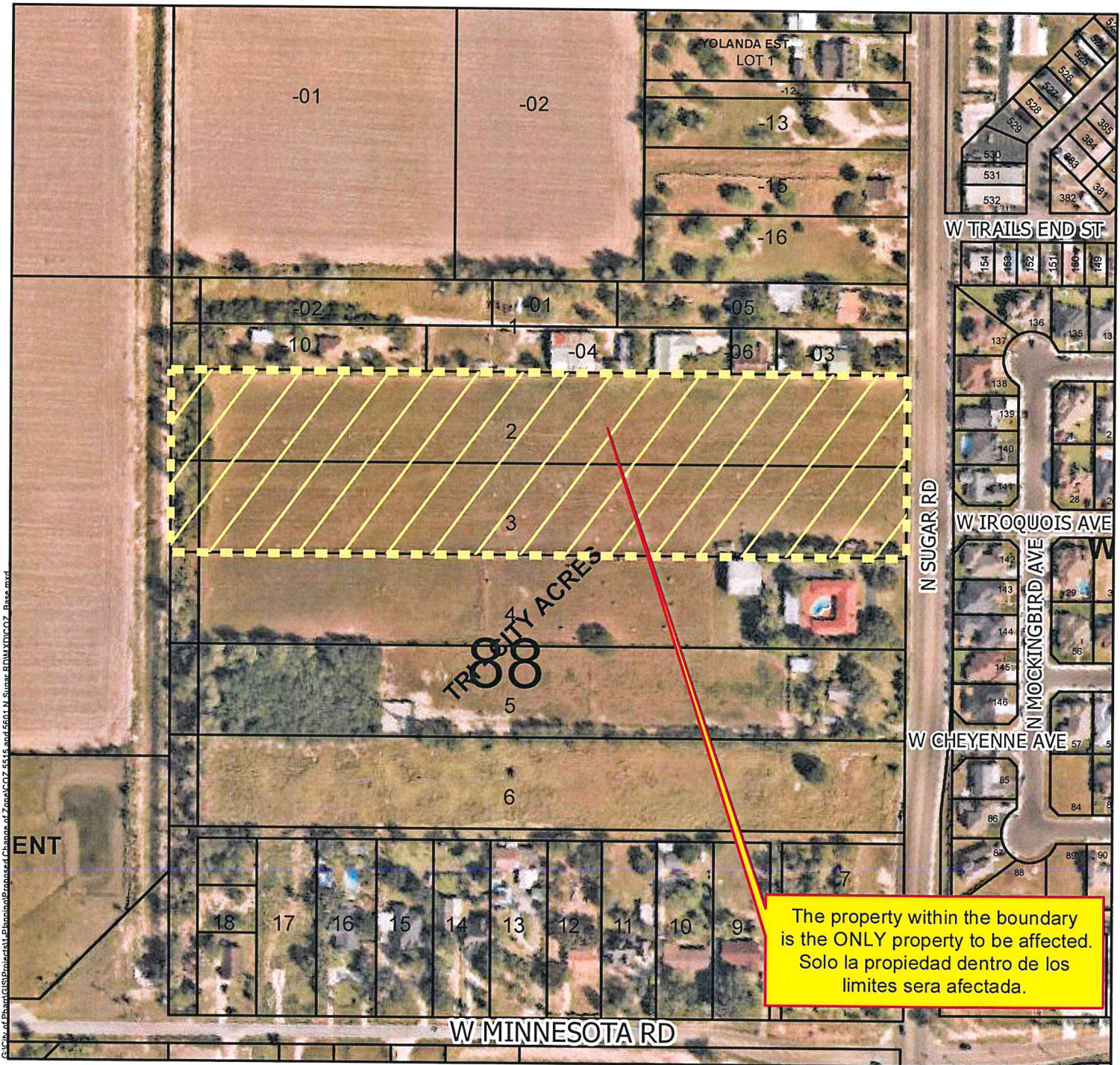
Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances 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 Residential Multi-Family District (R-MF) 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
 9.7 ac, more or less, out of Lots 2 & 3, Tri-City Acres
 Omar Rios rep. Villa Del Carmen, LLC



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

Zoning

ZONE

- 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

City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 4/12/2022

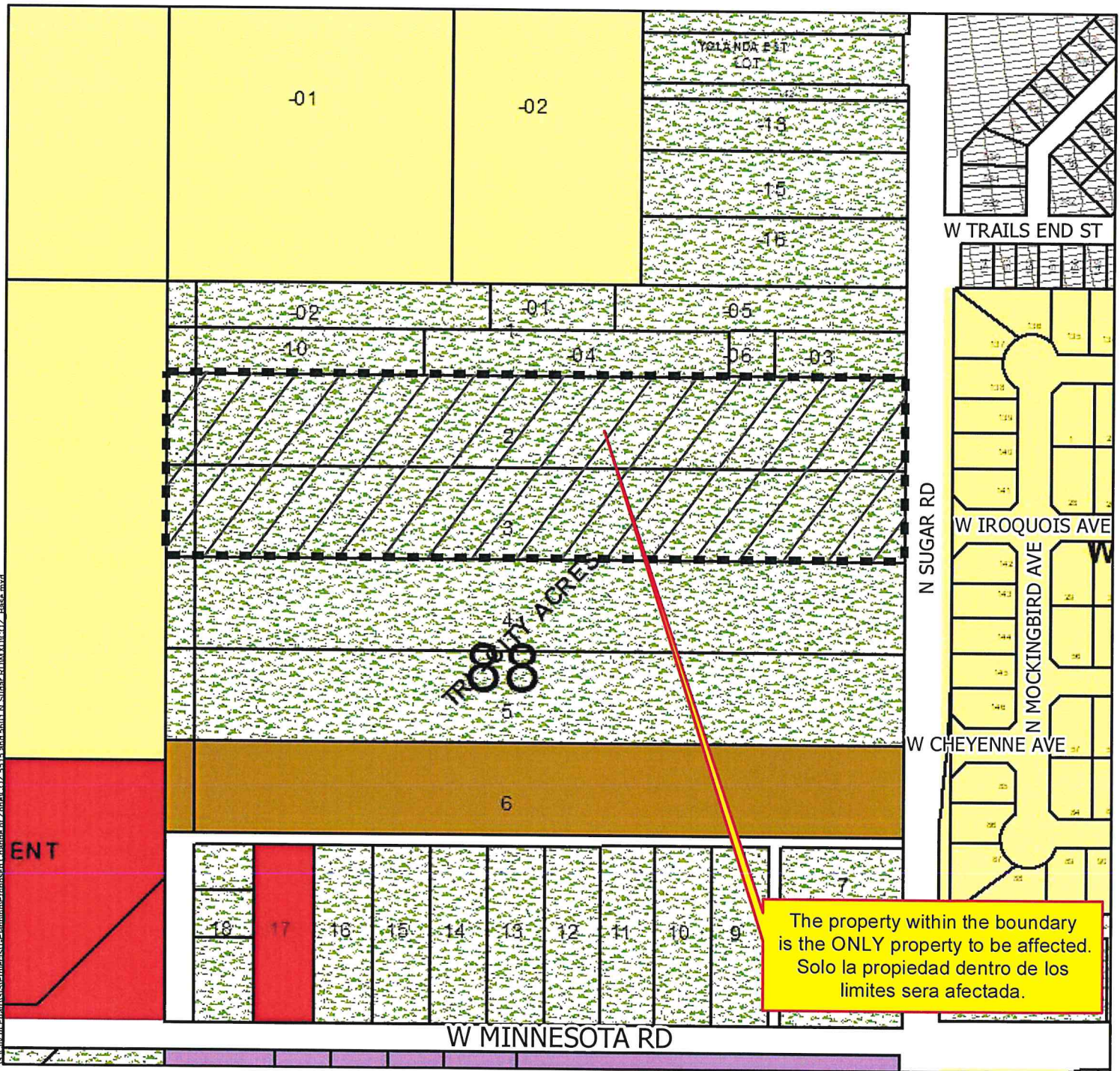
Scale: 1 inch = 250 feet



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.



Proposed Change of Zone
 9.7 ac, more or less, out of Lots 2 & 3, Tri-City Acres
 Omar Rios rep. Villa Del Carmen, LLC

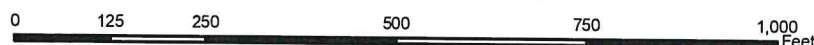


The property within the boundary is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

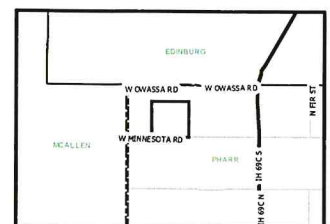
- | | | |
|---------------------------------------|-------------------|--------------------------|
| Zoning | Townhouse | Heavy Industrial |
| ZONE | HUD Code | Limited Industrial |
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional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

City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1 inch = 250 feet



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Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Omar Rios, representing Villa Del Carmen LLC., owner
APPLICANT

Agricultural and/or Open Space District
(A-O)
CURRENT ZONE

5601 and 5515 North Sugar Road
ADDRESS

Residential Multi-Family District (R-MF)

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)		X
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?	X	
9 Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Approval

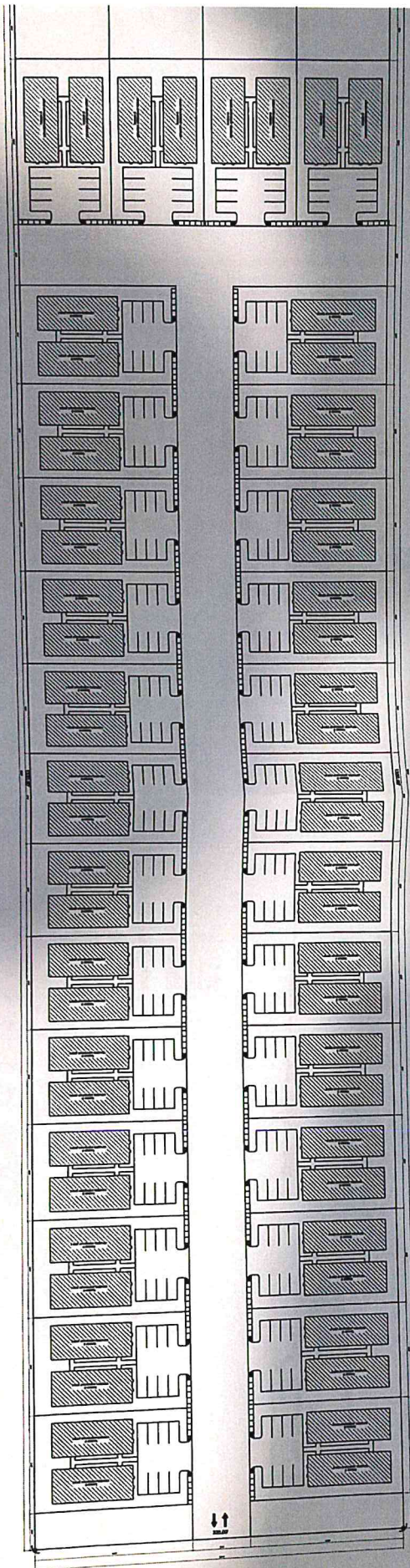
Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio, Planner II
PREPARED BY

May 4, 2022
DATE

13- 3Bd / 2Bd

17- 2Bd / 2Bd



5515 & 5601 N. Sugar Rd. Pharr, TX



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.2.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: SAMES, Inc., representing Efrain Agustin and Martha Y. Maldonado, owner, 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 Residential Multi-Family District (R-MF). The property is legally described as being 20-acres, more or less, out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1000-1200 Block of East Minnesota Road.
COZ#220428

Classification: Regular

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

Issue: SAMES, Inc., representing Efrain Agustin and Martha Y. Maldonado, owner, 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 Residential Multi-Family District (R-MF). **COZ#220428**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements, has adequate ingress and egress. 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 Residential Multi-Family District (R-MF) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez

Created/Initiated - 5/10/2022
Approved - 5/10/2022
Approved - 5/12/2022

City Management Office

Final Approval - 5/12/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: May 16, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220428

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: April 6, 2022

1. **Applicant:** SAMEs, Inc., representing Efrain Agustin and Martha Y. Maldonado, owner.
2. **Requested Action:** Re-zoning request Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF).
3. **Nature / Intent of Request:** In order to develop and construct apartments.
4. **Routing to Staff:**

A. Roland Gomez, Interim
Director

[Signature]
Initials

5-11-22
Date

☒ Approval ☐ Denial

B. Planning Staff
Recommendations

[Signature]
Initials

5-11-22
Date

☒ Approval ☐ Denial

C. Planning and Zoning
Commission

Initials

05/09/22
Date

☒ Approval ☐ Denial

D. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, MAY 16, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF). The property is legally described as being 20-acres, more or less, out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 1000-1200 Block of East Minnesota 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:

SAMES, Inc., representing Efrain Agustin and Martha Y. Maldonado, owner, 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 Residential Multi-Family District (R-MF) in order to develop and construct apartments.

The subject site is located on the south side of East Minnesota Road within the 1000 - 1200 East Minnesota Road. The property is legally described as being 20 acres, more or less out of Lot 95, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Minnesota Road, an 80' major collector that runs east and west with a posted speed limit of 30 miles per hour or less, as identified in the City of Pharr's Thoroughfare Plan.

The property and the properties to the north, east, and west were annexed on July 23, 1991, and the south properties on May 15, 1990, as Agricultural and/ or Open Space District (A-O). The properties to the west and a portion of the properties to the north were rezoned to Single Family Residential District (R-1) on April 1, 2005, and July 2, 2018. A portion of the properties to the south was rezoned to General Business District (C) on September 20, 2011. There have been no other rezoning requests within the general vicinity of the subject property since that time. The property is generally designated for single-family residential use in the Land Use Plan.

The Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Forty-eight (48) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

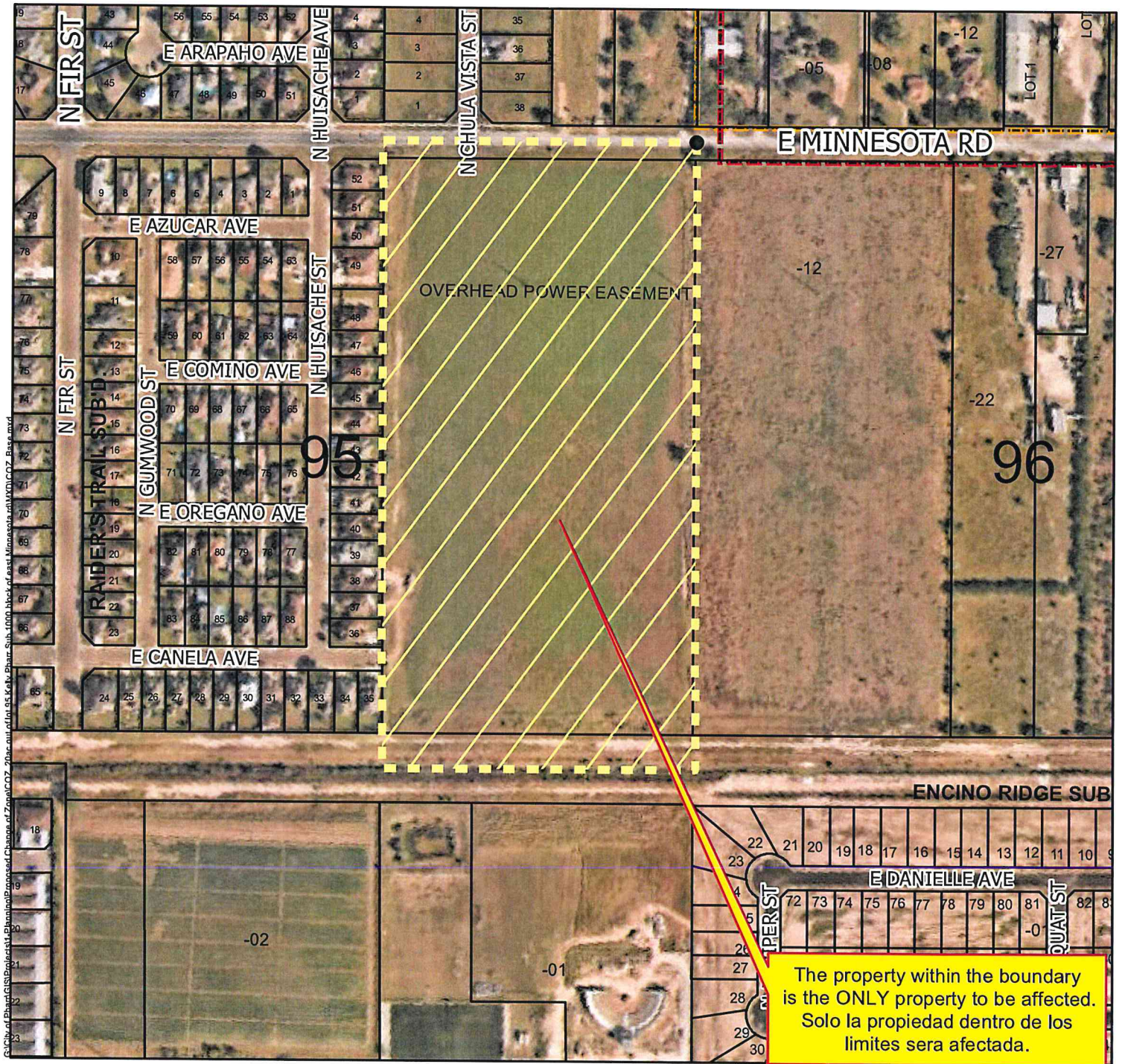
Development Services is recommending **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances 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 Residential Multi-Family District (R-MF) 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
 1200 Block of E Minnesota, 20ac more or less out of lot 95 Kelly-Pharr Sub
 SAMES, Inc./ Efrain Agustin and Martha Y. Maldonado



Zoning

ZONE

- 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



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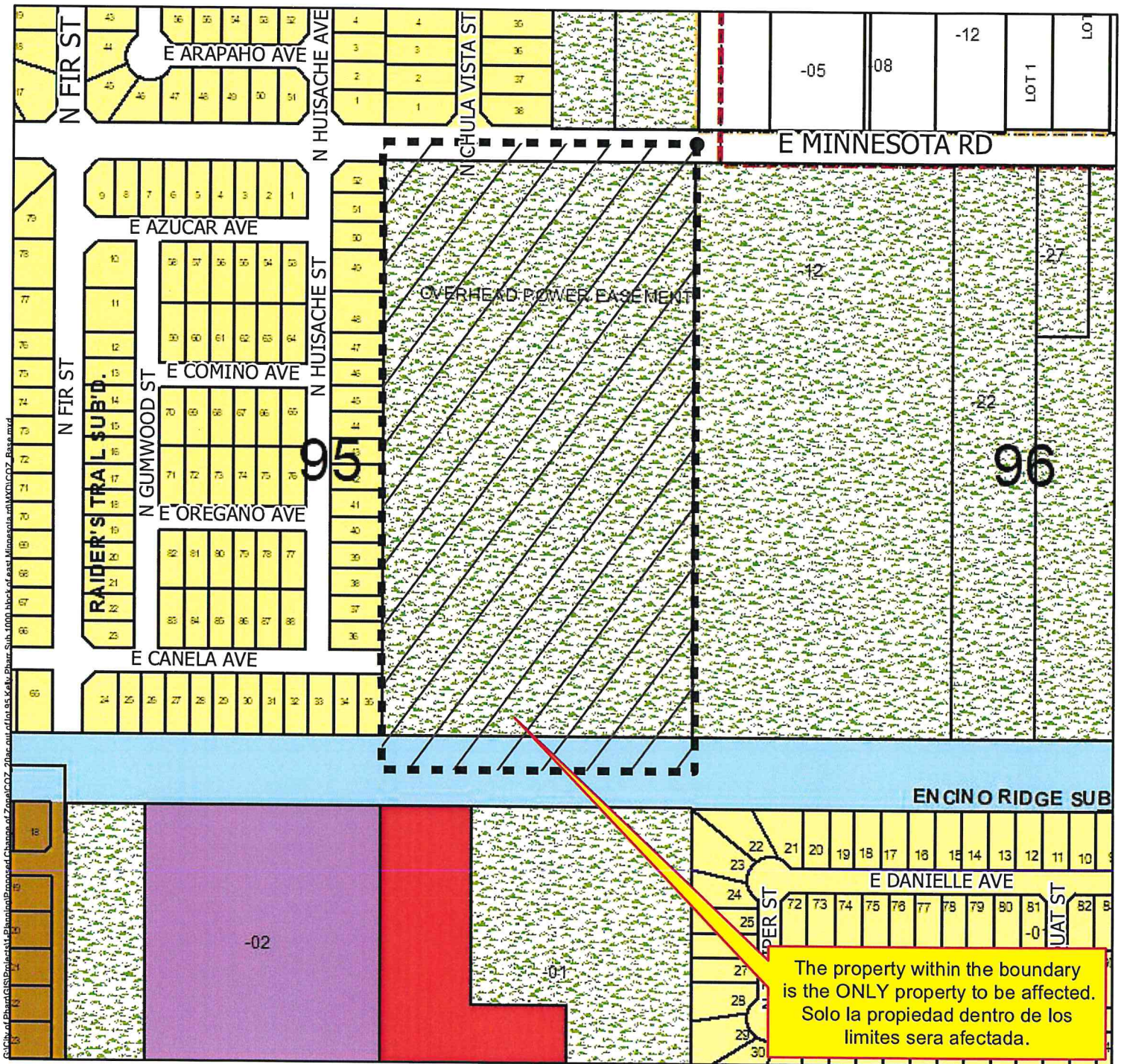


City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 4/20/2022



Pharr
Engineering

[illegible]



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

SAMES, Inc., representing Efrain Agustin and Martha Y.
Maldonado

APPLICANT

Agricultural and/or Open Space District
(A-O)

CURRENT ZONE

1000 -1200 East Minnesota Road

ADDRESS

Residential Multi-Family District (R-MF)

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)		X
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?	X	
9 Is the proposed change in line with the Future Land Use Plan?		X

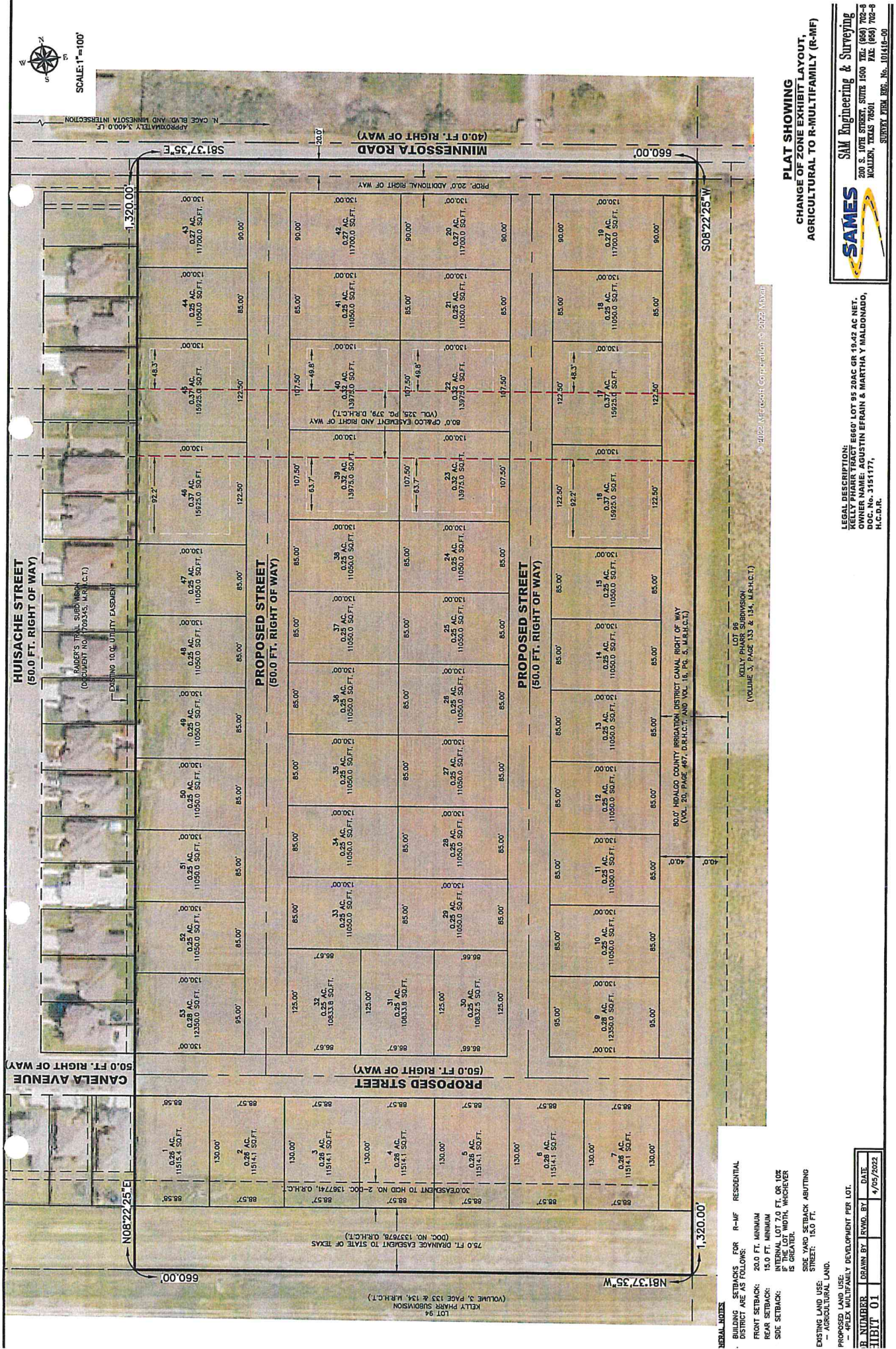
STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo, Planner I
PREPARED BY

May 4, 2022
DATE



PLAT SHOWING
CHANGE OF ZONE EXHIBIT LAYOUT,
AGRICULTURAL TO R-MULTIFAMILY (R-MF)

SAMES SAM Engineering & Surveying
200 S. 10TH STREET, SUITE 1500 TEL: (866) 702-6
WAXLER, TEXAS 76781 FAX: (866) 702-6
SURVEY FROM REG. NO. 0010-00

LEGAL DESCRIPTION:
KELLY PHARR TRACT E660 LOT 95 20AC GR 19.42 AC NET.
CHANCE MEASUREMENTS AGUSTIN EFRAN & MARTHA Y MALDONADO,
DOC. NO. 3151177,
H.C.D.R.

REBAIL NOTATION
BUILDING SETBACKS FOR R-MF RESIDENTIAL
DISTRICT ARE AS FOLLOWS:
FRONT SETBACK: 20.0 FT. MINIMUM
REAR SETBACK: 15.0 FT. MINIMUM
SIDE SETBACK: 15.0 FT. MINIMUM
IF THE LOT WIDTH, WHICHEVER
IS GREATER.
EXISTING LAND USE:
- AGRICULTURAL LAND.
PROPOSED LAND USE:
- R-MF MULTIFAMILY DEVELOPMENT PER LOT.

PLAT NUMBER	DRAWN BY	DATE
111111	01	4/05/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.3.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. **CUP#071271**

Classification: Regular

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

Issue: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#071271**

Fiscal Consideration: n/a

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

Alternatives: n/a

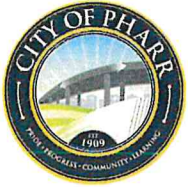
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/10/2022
Approved - 5/12/2022
Final Approval - 5/12/2022



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 16, 2022

Conditional Use Permit **Renewal** for ABC –

Regency Fiesta

Background:

Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 16th renewal for Regency Fiesta.

The property is located at 1020 W. Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\ CUPs\ ABC\ABC_M JARAMILLO dba REGENCY FIESTA_2004

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

www.pharr-tx.gov



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 16, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#071271 (REGENCY FIESTA)
--

GENERAL INFORMATION:

APPLICANT: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1020 West Ferguson Avenue.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the east, south and west and General Business District (C) and Agriculture and/or Open Space District (A-O) to the north. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

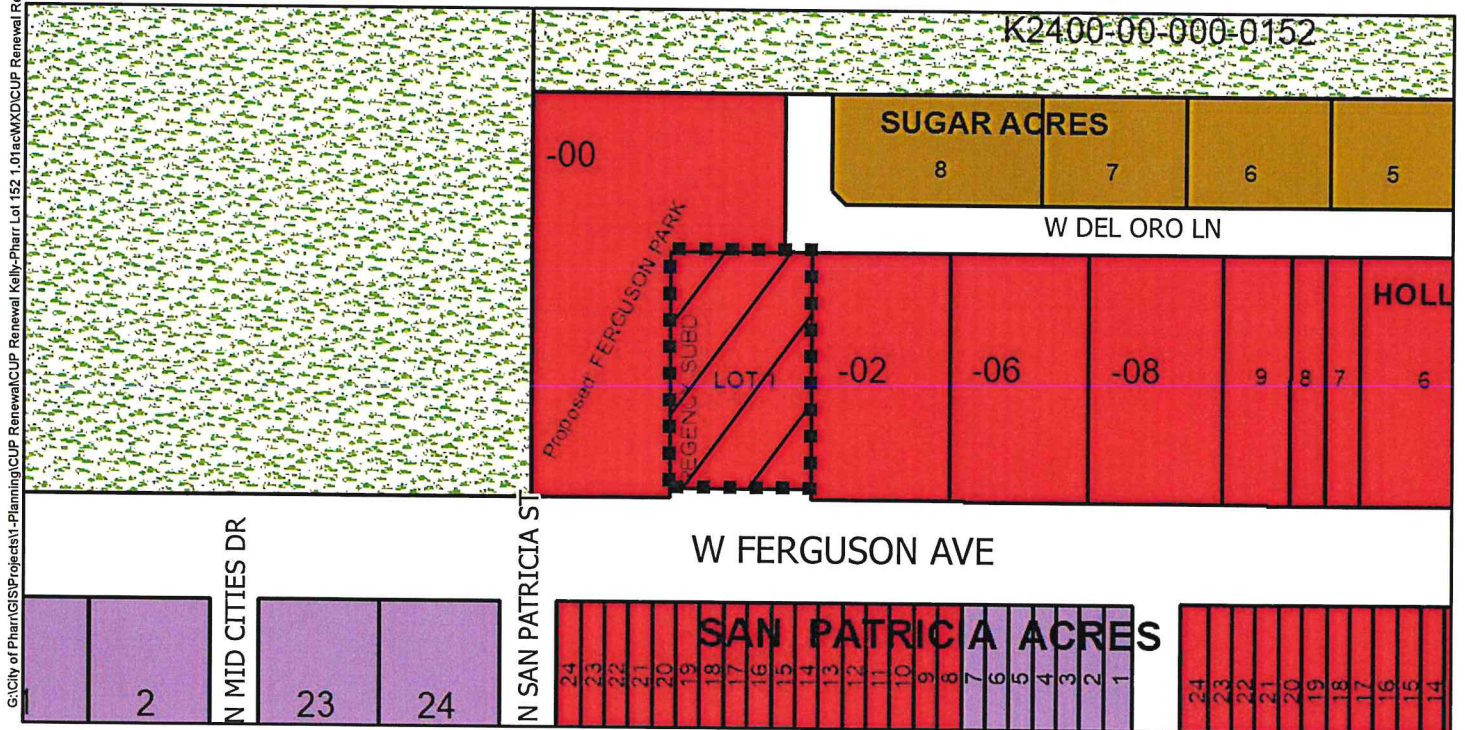
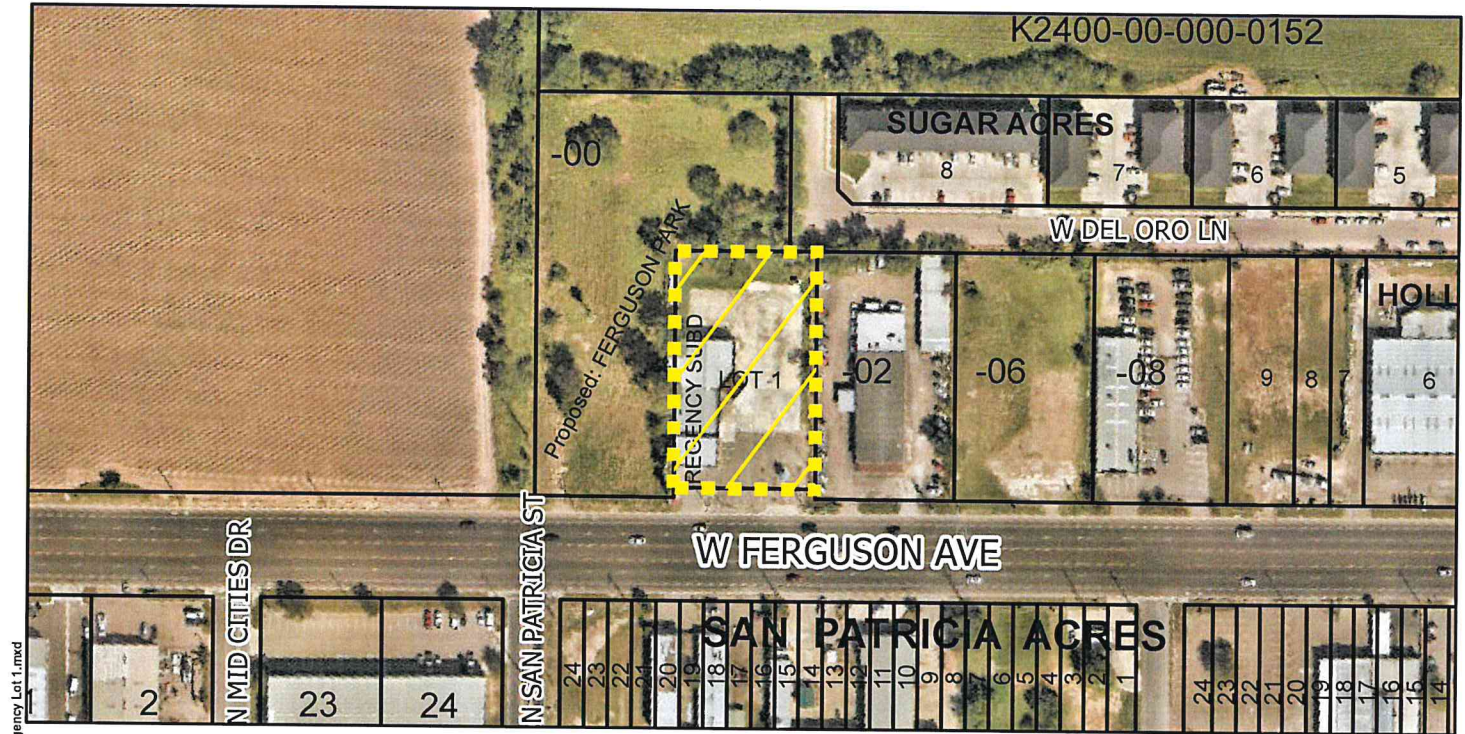
Recommends approval of
the Conditional Use Permit.

PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.4.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 1.34 acre tract of land more or less, out of Lot 4A, Replat of vacated Car-Mel Subdivision, vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite C. **CUP#140101**

Classification: Regular

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

Issue: Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#140101**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/10/2022
Approved - 5/12/2022
Final Approval - 5/12/2022



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 16, 2022

Conditional Use Permit **Renewal** for ABC –

Shots Main Event, LLC
d/b/a Main Event Entertainment

Background:

Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Main Event Entertainment.

The property is located at 500 North Jackson, Suite C. 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** for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption.

P:\Admin\CUPs\ABC\ABC_SHOTS MAIN EVENT dba MAIN EVENT ENTERTAINMENT_2014.



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 16, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC FILE NO. CUP#140101 (MAIN EVENT ENTERTAINMENT)
--

GENERAL INFORMATION:

APPLICANT: Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 1.34 acre tract of land more or less, out of Lot 4A, Replat of vacated Car-Mel Subdivision, vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas.

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

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

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

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

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

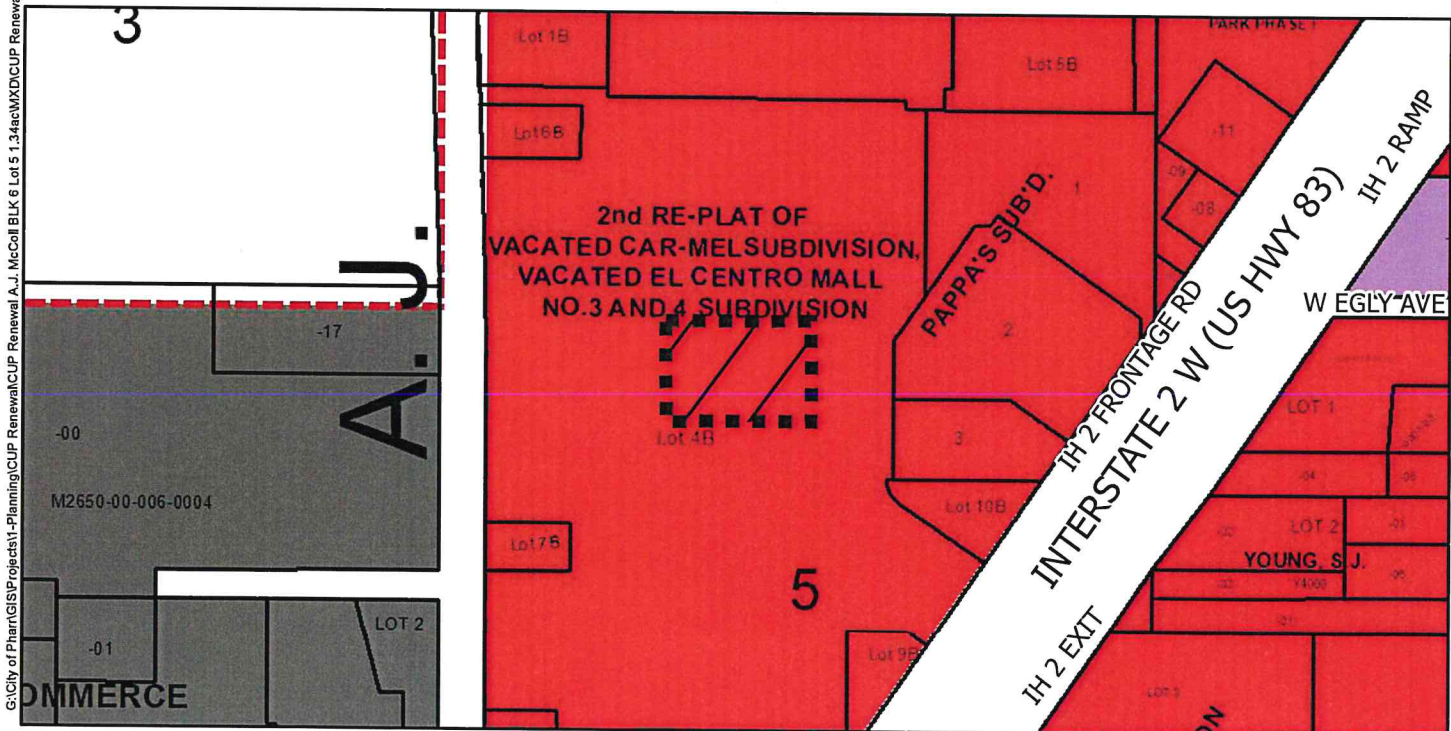
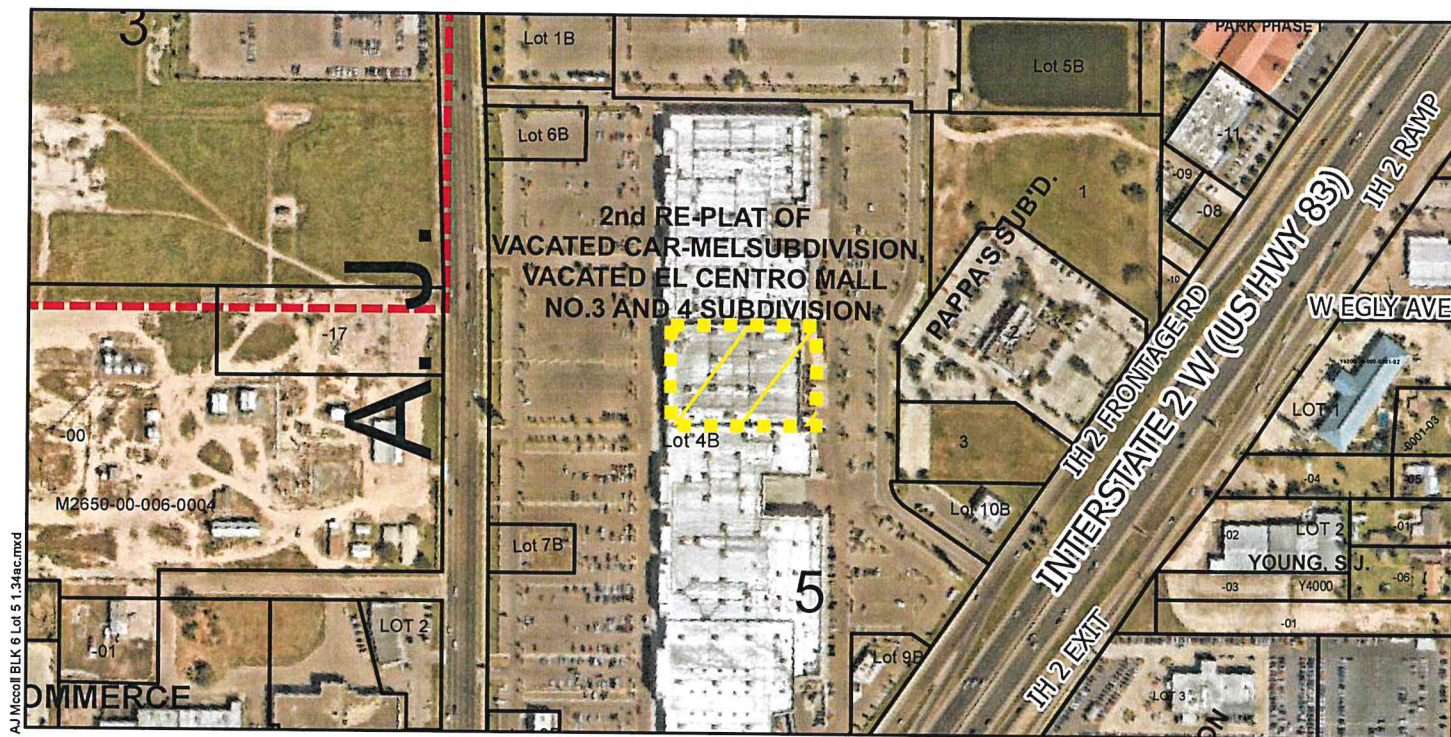
PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

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

Conditional Use Permit Renewal
 1.34ac out of Lot 4A, Replat of vacated
 Car-Mel Subdivision, vacated El Centro Mall No.3&4 Subdivision
 Main Event Entertainment



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 400 feet



Date: 2/10/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED:

MEETING DATE: May 16, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.1.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt Inc., representing Jaime Galpern and Sandra G. Galpern, owners, are requesting preliminary plat approval of the proposed Master Plan Go Carwash Pharr Subdivision. The property is legally described as being a 18.314 acres being a part of portion out of Lots 7 and 8, Block 12, A.J. MCCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 7500 Blk. of South Jackson Rd. **SUB#220102**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing Jaime Galpern and Sandra G. Galpern, owners, are requesting preliminary plat approval of the proposed Master Plan Go Carwash Pharr Subdivision. **SUB#220102**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Master Plan Go Carwash Pharr Subdivision subject to the listed conditions. The Planning and Zoning Commission voted unanimously to approve the preliminary plat of the proposed Master Plan Go Carwash Pharr Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/10/2022
Approved - 5/12/2022
Final Approval - 5/12/2022



MEMORANDUM

DATE: MONDAY, MAY 16, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: MASTER PLAN GO CARWASH PHARR SUBDIVISION FILE NO. SUB#220102
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Jaime Galpern and Sandra G. Galpern, owners, are requesting preliminary plat approval of the proposed Master Plan Go Carwash Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 18.314 acres being a part of portion out of Lots 7 and 8, Block 12, A.J. MCCOLL Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 7500 Blk. of South Jackson Rd.

ZONING: The property is currently zoned General Business District (C) and Agricultural and/or Open Space District (A-O). The adjacent zones are General Business District (C) to the north, Single Family Residential District (R-1) to the east, Limited Industrial District (L-I) to the south and City limits to the west. The property is designated for commercial and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Retail and carwash.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Master Plan Go Carwash Pharr Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Provide or show street light layout along S. Jackson Rd. and W. Dicker Rd., Max distance is 250' on public R.O.W., and for new streets.
2. On southwest corner of property show dimensions.

EASEMENTS:

1. Easements shall not overlap.
2. Public sewer or water lines easements shall read "15' Exclusive easement to City of Pharr".
3. Show all existing subdivisions and easements.
4. Place more labels for easements around property.
5. Show all the dedicated easements on the plat (label existing or dedicated by plat).
6. The 30' perpetual non-exclusive easement for drainage purposes, can it be abandoned.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1.
2. Drainage report needs to reflect proposed subdivision.
3. Follow detention directive.

OTHER:

1. Show Phases on master plat.
2. On southwest corner of property show dimensions.
3. Label recorded subdivision with correct lot numbers.
4. Verify the south limits of the property.
5. Is the HCDD 1 (drain ditch)., part of the subdivision.
6. Verify metes & bounds, missing bearings and callouts.
7. Verify scale, incorrect shall be 1"=100'

8. Duplicated, owners signature block remove one and add name to the current owners block.
9. Verify with HCID 2, for any irrigation easements or R.O.W's.
10. Verify the commencing description on metes & bounds.
11. Provide surveyor signature.
12. Provide full detention directive.
13. Label all monuments on plat layout.
14. Update location map.
15. See attached H.C.I.D. #2, comments.
16. Provide all pertinent City of Pharr details.
17. See staff comments attached.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary plat of the proposed Master Plan Go Carwash Pharr Subdivision.

OVERALL UTILITY LAYOUT

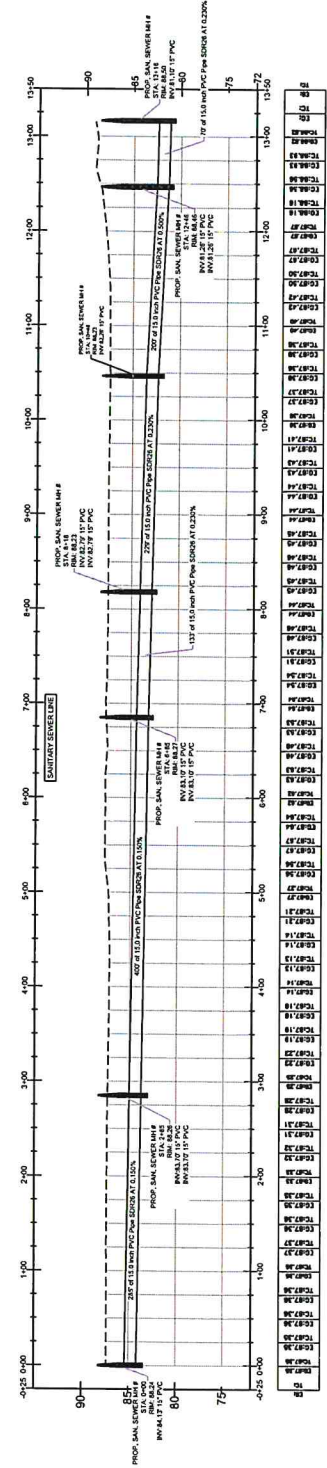
GO CARWASH
MASTER PLAN
PHARR, TEXAS
HIDALGO COUNTY

THIS DOCUMENT RELATES
TO THE PROJECT DESCRIBED
HEREIN AND IS NOT TO BE
USED FOR ANY OTHER
PROJECT OR PURPOSE.

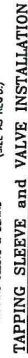
SCALE:
AS NOTED
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
4. RELEASE DATE:
5. RELEASE DATE:
6. RELEASE DATE:
7. RELEASE DATE:
8. RELEASE DATE:
9. RELEASE DATE:
10. RELEASE DATE:

PROJECT: GO CARWASH
SHEET: 1 OF 3
DATE: 01/11/2022
BY: JLD

113 W. MAIN ST. 227 N. M. 1.187
113 W. MAIN ST. 227 N. M. 1.187
113 W. MAIN ST. 227 N. M. 1.187
113 W. MAIN ST. 227 N. M. 1.187
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113 W. MAIN ST. 227 N. M. 1.187
113 W. MAIN ST. 227 N. M. 1.187



SHEET 1 OF 3
DATE: 01/11/2022
BY: JLD

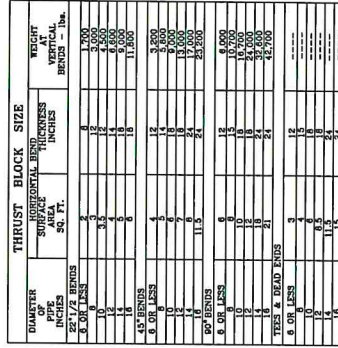


A schematic diagram of a casing pipe assembly. It shows a long horizontal pipe with several rectangular spacers placed inside. Labels include: 'TWO SPACERS PLACED AT EACH END OF CASING (TYP.)' pointing to the first and last spacers; '8" IN. MORTISE BARREL' pointing to the left end of the pipe; 'STEEL CASING PIPE' pointing to the main pipe body; '8" TYPICAL' indicating the distance between spacers; and 'CARRIER PIPE' pointing to a smaller pipe inside the casing pipe. The right end of the casing pipe is labeled '2.0" FROM CUT END'.

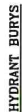
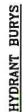
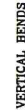
STILL BOREDS
BORING and CASING DETAIL



1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS FOR WATER SERVICE SHALL BE OF THE REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE A 2" P.V.C. SCHED. 40 CASING. LENGTH OF CASING SHALL BE 10' MIN.



1. ALL VALVES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 130 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS./SQ.FT. WITH PIPELINE HAVING A MINIMUM OF 30" OF COVER.
2. THE CONTRACTOR SHALL CONSIDER REDUCTIONS OF THRUST BLOCK SURFACE AREA UPON SUBMITTAL OF APPROVED SOIL RESISTANT TEST RESULTS GREATER THAN 2000 LBS./SQ.FT.
3. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE OF FITTINGS.

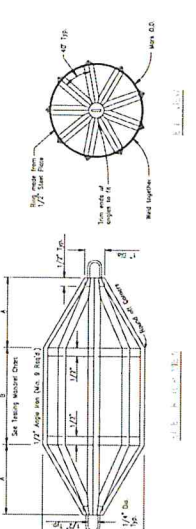
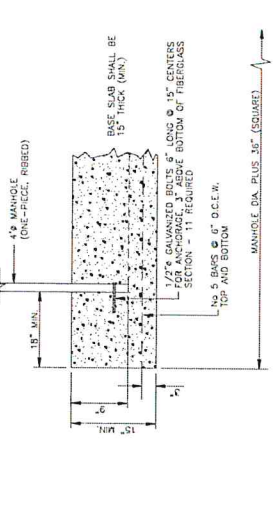
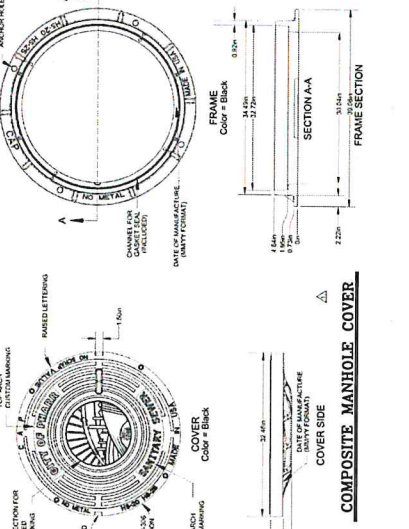


SANITARY SEWER DETAILS

GO CARWASH
MASTER PLAN
PHARR, TEXAS
HIDALGO COUNTY

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF INTERNAL
REVIEW UNDER THE AUTHORITY OF
MARIO A. REYNAL, P.E. 117288
ON APRIL 4, 2012. IT IS NOT
TO BE USED FOR CONSTRUCTION
PURPOSES OR FOR REPERMITS.

PROJECT ENG. MARK	
1-ROOM, 1-818, PO. 38	
1. RELEASE DATE:	
2. RELEASE DATE:	
3. RELEASE DATE:	
REV	



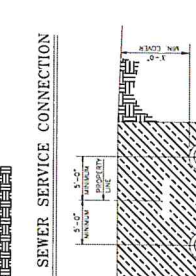
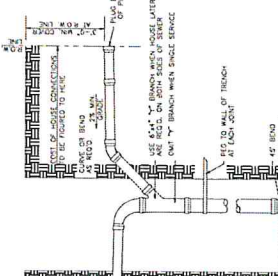
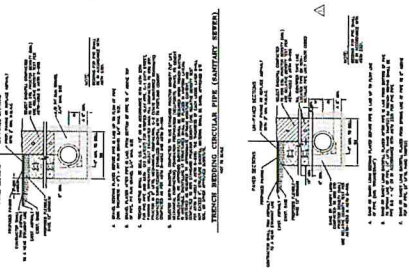
%I	A	B*	MINERAL OIL	MINERAL OIL
			(200-100) × 100	(200-100) × 100
5	4.0 ^a	5.0 ^a	5.62	4.91
6	5.1 ^a	6.0 ^a	5.62	4.79
10	7.0 ^a	5.1 ^a	6.21	6.20
11	8.0 ^a	9.0 ^a	10.96	10.48
15	10.0 ^a	11.0 ^a	13.62	12.99
18	12.0 ^a	13.50 ^a	16.75	16.54
21	14.0 ^a	16.0 ^a	19.74	19.03
24	16.0 ^a	18.50 ^a	22.21	21.50
27	18.0 ^a	20.0 ^a	25.03	24.32

* Maximum length

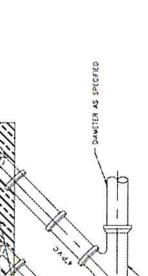
%I	A	B*	MINERAL OIL	MINERAL OIL
			(200-100) × 100	(200-100) × 100
5	4.0 ^a	5.0 ^a	5.62	4.91
8	5.1 ^a	6.0 ^a	7.62	6.79
10	7.0 ^a	7.5 ^a	7.62	7.30
15	8.0 ^a	9.0 ^a	11.11	10.96
15	10.0 ^a	11.0 ^a	13.70	13.62
18	12.0 ^a	13.5 ^a	16.75	16.54
21	14.0 ^a	16.0 ^a	19.74	19.63
24	16.0 ^a	18.0 ^a	22.21	21.50
27	18.0 ^a	20.0 ^a	25.23	24.32

* Maximum length

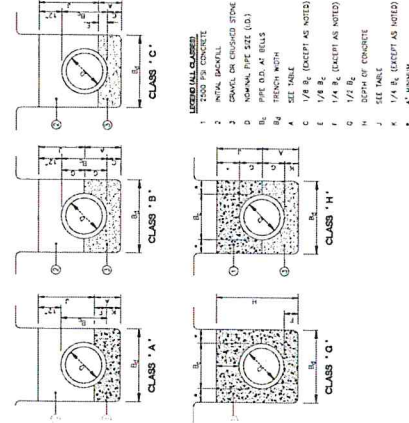
COMPOSITE MANHOLE COVER



SANITARY SEWER SERVICE CONNECTION

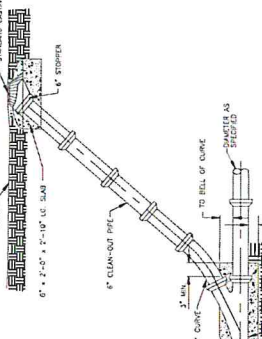


SEWER SERVICE CONNECTION

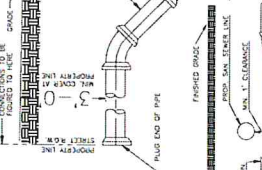


GENERAL NOTES:
DIMENSIONS AND QUANTITIES SHALL BE USED FOR MEASUREMENT AND PAYMENT UNLESS OTHERWISE PERMITTED BY THE ENGINEER.

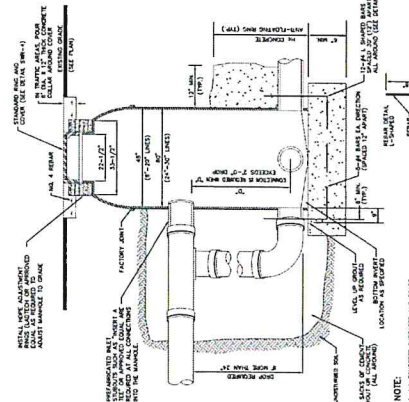
PIPE BEDDING REQUIREMENTS



STANDARD CLEANOUT



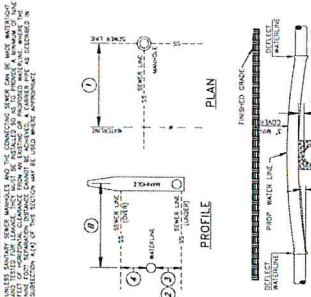
WATERLINE.....
PROP. WATER LINE ~~~~
WATERLINE.....



SURFACE SHALL BE COMPACTED TO
95% DENSITY

FIBERGLASS SANITARY SEWER MANHOLE

NOT TO SCALE

[illegible]

CRADLE ENCLOSURE
TYPE LENGTH CENTERED ON WATERLINE CROSSING OVER SANITARY SEWER



Pharr
Engineering



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

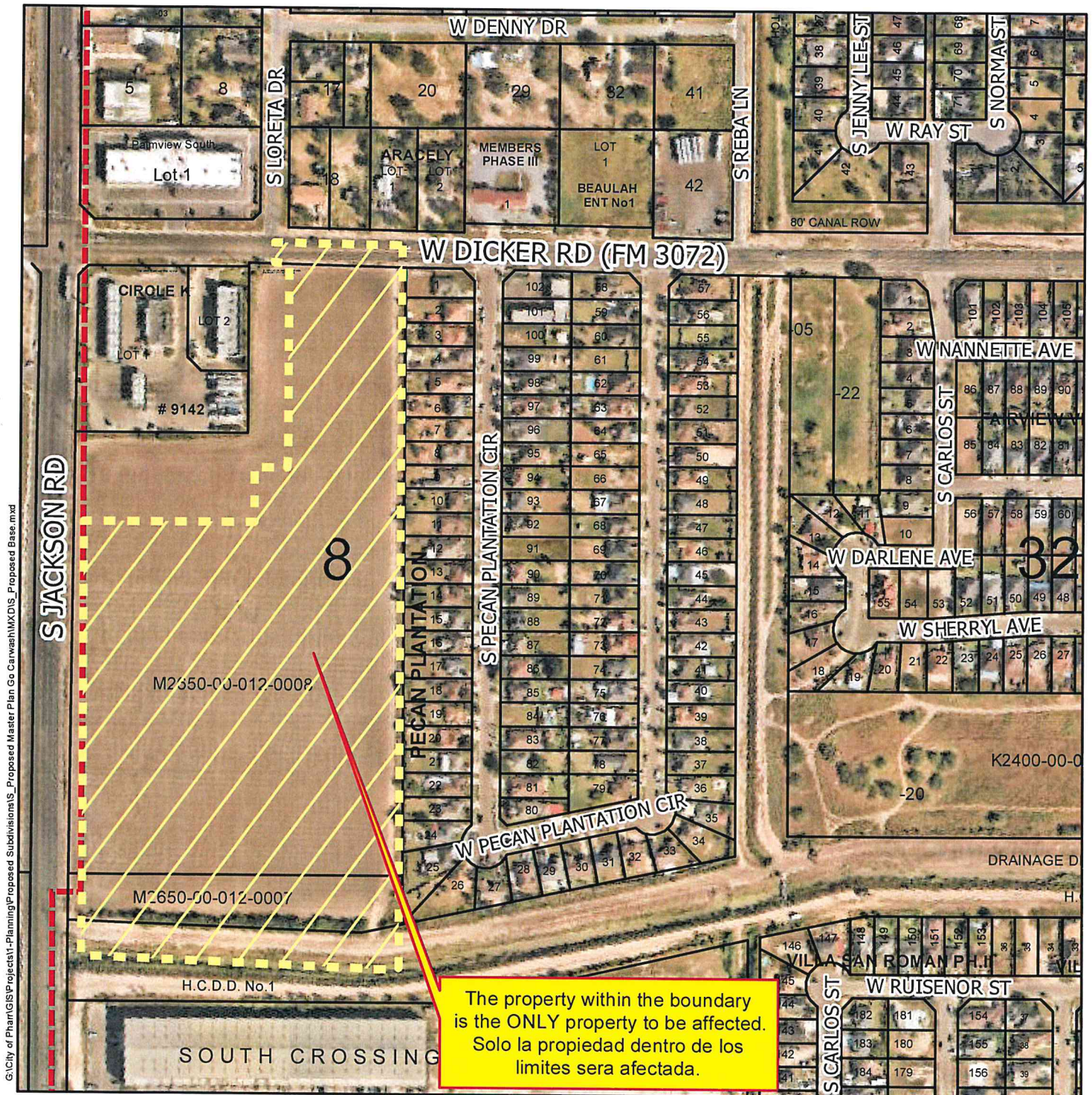
- | | | | |
|--|---|---|--|
|  Agricultural Open Space |  Townhouse |  Drainage Easement |  PSJA ISD |
|  Single Family |  HUD Code |  Heavy Commercial |  Hidalgo ISD |
|  Single Family Small Lot |  Rail Road R.O.W |  Heavy Industrial |  Valley View ISD |
|  Residential Multi-Family |  Government Owned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

A horizontal scale bar with markings at 0, 150, 300, 600, 900, and 1,200 feet. The bar is black with white tick marks and numbers. The word "Feet" is written at the right end.



Date: 4/25/2022

Proposed Subdivision
 19.7ac out of Lots 7 & 8, Block 12 AJ Mccoll Subdivision
 Melden & Hunt Inc.



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 300 feet



Date: 4/25/2022

STAFF REVIEW MEETING FOR: *GO CARWASH PHARR SUBDIVISION MASTER PLAN*

COMMENTS: Initials: J.R. / R.B. **APRIL 26, 2022**

WATER:

- Easements will need to be 15' exclusive of the City of Pharr on the east side of lot 6 and south side of property
- All water services will need to be tapped into the new 12" water line
- Will need to show water valves
- Will need to install PVC or steel casing on all entrances
- Will need to extend 12" water line until south side of canal on S. Jackson Rd.
- Will need to verify the correct location and sizes of all surrounding utilities
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to verify all manholes elevation
- Will need to install 6" Sewer Service on Lot 3
- All manhole rim and lid need to be composite base with City of Pharr logo
- Will need to connect sewer main line on the sewer main on south side of W. Dicker Rd.
- 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: _____



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: GO CARWASH PHARR SUBD (Staff Review)

Reviewed by: Manuel Renta

April 28, 2022

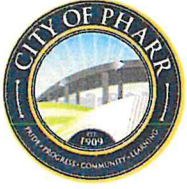
1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet 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 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet 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. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-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.
7. 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.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. **FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.**
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (**FIRE LANE – TOW AWAY ZONE**).
11. 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: 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 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. 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 the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

1. Abandoning of eight-inch (8") water line on South Jackson Rd to be replaced with twelve inch (12") to southern boundary along Jackson Rd.
2. Identify and label proposed interior hydrants (item 4.) and or identify dedicated Utility Easements where proposed waterline infrastructure could be placed for future lot development.



Pharr Public Work



SUBDIVISION: Staff Review Meeting
Go Carwash Pharr Subdivision
S. Jackson
Pharr Tx, 78577

DATE: 04/26/2022
19.72 Acres

Plat Notes:

General Notes:

- Approved Drainage Plan Layout
- Call Out Street Lights
- Outfall Details
- Show all Utility Profile line Crossing Details (Drainage Elevation)
- U.I.R. from TxDot
- Show and Attach Erosion & Sediment Control Plan Layout to S.W.P.P.P. (must be legible)
- Erosion & Sediment Plan Layout Must be in place prior to any earth disturbance.
- Erosion & Sediment Control during construction shall be in accordance with the current Texas Pollution Discharge Elimination System (T.P.D.E.S.) and Texas Commission of Environmental Quality (T.C.E.Q.)
- Must submit a digital copy (in USB) for review and one (1) hard copy for finalization of the Stormwater Pollution Prevention Plan w/Notice of Intent (N.O.I) at pre-construction meeting. Will be reviewed and must be approved prior to any earthwork disturbance for Notice of Proceed (NTP) is issued.



SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: Go Carwash Pharr Subdivision **DATE:** April 28, 2022
Master Plan

REVIEW: Preliminary (comments plans dated 4-14-2022)

PLAT

1. Signature from R.P.L.S.
2. Note No. 5---Use correct City of Pharr Drainage directive... *"Storm Water detention is required for this property. The engineer of record for this subdivision plat has estimated that an area of approximately _____ acres and a volume of approximately _____ acre feet 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 commercial development."*
3. Note No. 6--- Revie note to say... "5.0'ft sidewalk with ADA wheelchair ramps and landings shall be constructed along all streets at the time of subdivision construction.
4. Add Note---" All entrances that cross over waterlines shall require casing at time of building permit phase. The length of the casing shall be the width of the drive plus 10'-ft. Steel casing will be required for all commercial and industrial drives."
5. Add Note---"All subdivision waterlines shall be looped as per City standards."
6. Provide a copy of the 30'-ft perpetual non-exclusive easement for drainage purposes.

SITE PLAN

1. Include all profile details of all utility crossings.
2. Provide all pertinent City of Pharr details. (Waterline bedding, gate valves, fire hydrants, services, sanitary sewer bedding, fiberglass manhole with composite manhole lids with updated logo, 6"-in sanitary sewer services, concrete apron, curb and gutter with 3 #3 continuous rebar on City ROW, paving profile, ADA sidewalk)
3. Lot 3 requires a sanitary sewer service line.
4. Show all locations of steel casing for the waterline.

5. Provide trench safety plan for excavations over 5'-ft in depth.
6. Provide a street cut permit if applicable.
7. Provide all permits/UIRs from TX Dot if applicable.

DRAINAGE

1. Drainage report to be reviewed and approved by HCDD No. 1.
2. Drainage plan to be reviewed and approved at building permit phase.
3. Drainage report shall be based on area of the entire masterplan. Follow the current City ordinance for drainage.

CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

CONSTRUCTION SCHEDULE

- The contractor shall provide a construction schedule for the above-mentioned subdivision.

ADDITIONAL COMMENTS

- Lab shall be required to test the following:
 - Backfill material
 - Paving items
 - Concrete items
- Waterline testing requires:
 - Bacteriological test
 - Hydrostatic test
- Sanitary sewer testing
 - Mandrel test 30 days after installation
 - Low air pressure test

Eddie Martinez

From: John Salinas <jbs_hcid2@att.net>
Sent: Thursday, April 28, 2022 1:25 PM
To: Eddie Martinez
Subject: Proposed Cage Crossing Subdivision; Go Carwash Pharr Subdivision

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Hello Eddie,

Here are our comments for the proposed subdivisions:

1. CAGE CROSSING SUBDIVISION – The only claim is the general right of way V 19 P 257 and V 20 P 467 covering the entire lot. In our signature block, the word ATTEST: needs to be put in front of the solid for the SECRETARY's signature.
2. MASTER PLAN GO CARWASH PHARR SUBDIVISION – In our signature block, remove the # symbol and spell out as No. The south boundary line of the subdivision is inside HCID2 drain ditch V 19 P 297 and V 16 P 5 property, this is not allowed. Our general right of way is V 19 P 297 covering all the lot.

Thank you and sorry for the delay on sending these to you.

John Salinas
Hidalgo County Irrigation District No. Two
P.O. Box 6
San Juan, TX 78589
Phone: 956-787-1422
Email: jbs_hcid2@att.net



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.2.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: AEC Engineer, LLC., representing Jaime Galpern and wife, Sandra G. Galpern, Owners, are requesting final plat approval of the proposed McDonald's 42-3146 Pharr Subdivision. The property is legally described as being a 1.798 acre tract of land more or less out of Lot 8, Block 12, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 7500 Block of South Jackson Rd.
SUB#210410

Classification: Regular

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

Issue: AEC Engineer, LLC., representing Jaime Galpern and wife, Sandra G. Galpern, Owners, are requesting final plat approval of the proposed McDonald's 42-3146 Pharr Subdivision. **SUB#210410**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed McDonald's 42-3146 Pharr Subdivision subject to the listed conditions set before you.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed McDonald's 42-3146 Pharr Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/10/2022
Approved - 5/12/2022
Final Approval - 5/12/2022



MEMORANDUM

DATE: MONDAY, MAY 16, 2022
TO: MAYOR AND CITY COMMISSION
FROM: ROLAND GOMEZ, INTERIM DEVELOPMENT SERVICES
THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: McDONALD'S 42-3146 PHARR SUBDIVISION
FILE NO. **SUB#210410**

GENERAL INFORMATION:

APPLICANT: AEC Engineer, LLC., representing Jaime Galpern and wife, Sandra G. Galpern, Owners, are requesting final plat approval of the proposed McDonald's 42-3146 Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.798 acre tract of land more or less out of Lot 8, Block 12, A.J. McCOLL Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 7500 Block of South Jackson Rd.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are General Business District (C) to the north, Agricultural and/or Open Space District (A-O) and General Business District (C) to the east and south and City limits to the west. The property is designated for commercial and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: McDonald's restaurant.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed McDonald's 42-3146 Pharr Subdivision subject to the following conditions set before you.

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

EASEMENTS: 1. In compliance.

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

FIRE PROTECTION: 1. In compliance.

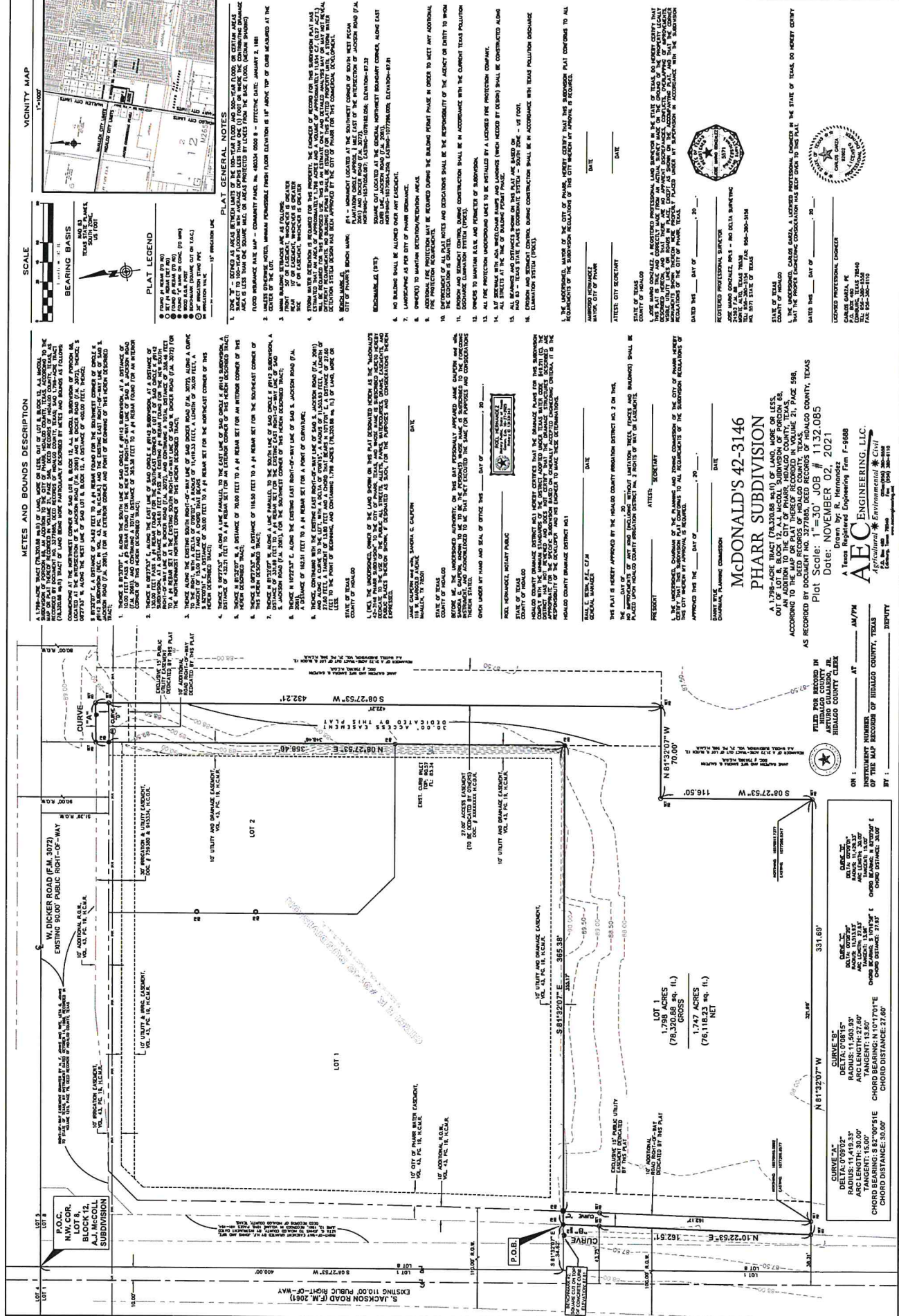
WATER: 1. In compliance.

SEWER: 1. In compliance.

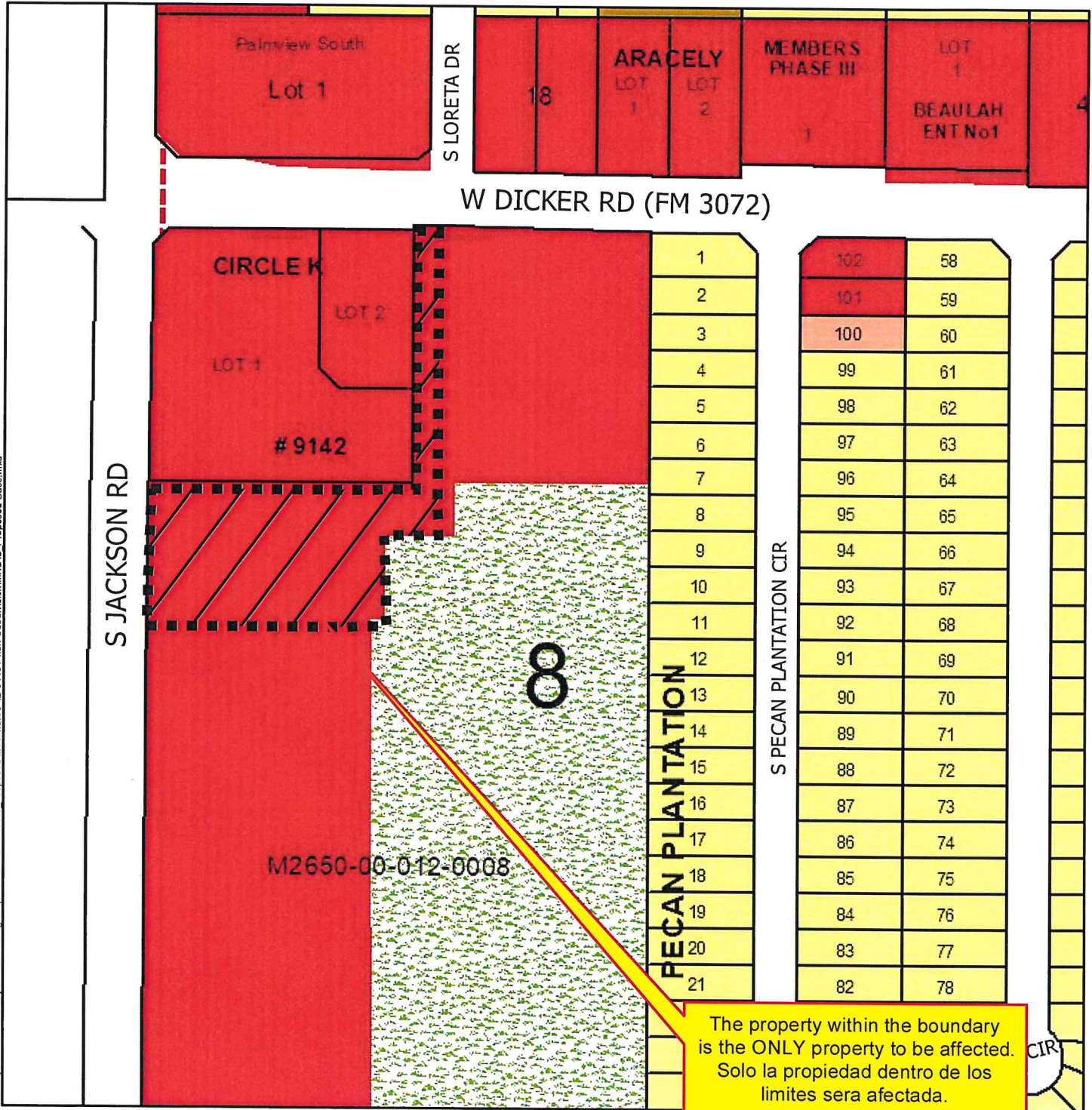
DRAINAGE: 1. In compliance.

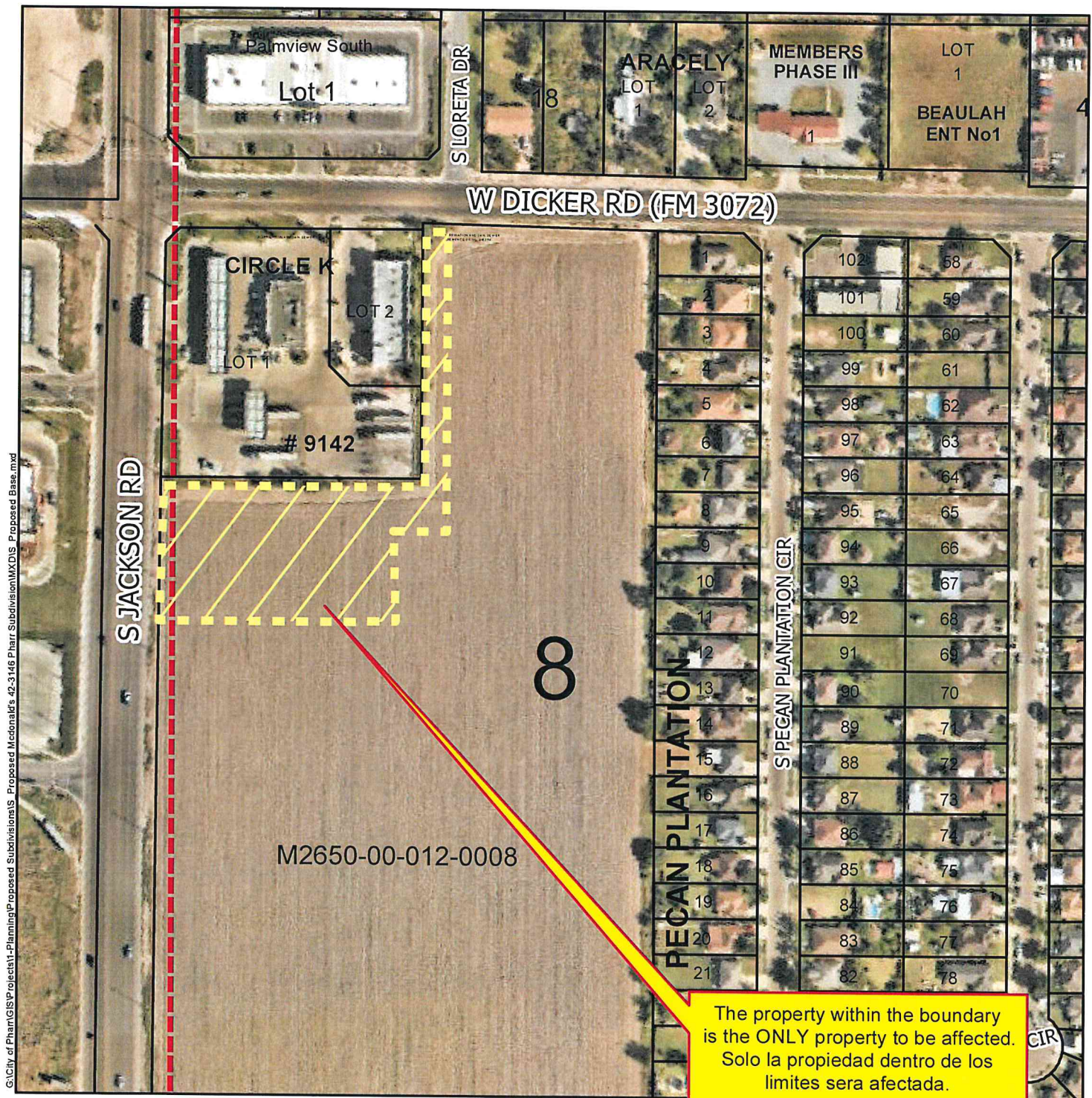
OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed McDonald's 42-3146 Pharr Subdivision.



G:\City of Pharr\GIS\Projects\GIS\Planning\Proposed Subdivisions\42-3146 Pharr Subdivision\MXD\GIS - Proposed Base.mxd





- 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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: May 13, 2022

MEETING DATE: May 16, 2022

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and appropriate action, if any, on Ordinance amending Ordinance No. O-2015-02, authorizing the City Manager to define, by executive directive, the chain of command and scope of duties pertaining to an appointed Deputy City Manager and Assistant City Manager. ***(Adoption on 1st Reading)***

Classification: Regular

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

Issue: Amending Ordinance to allow City Manager to define the chain of command and scope of duties pertaining to deputy city manager and assistant city manager.

Fiscal Consideration: None

Staff Recommendation: Approve

Alternatives: Deny amendment.

Exclude Material from Public Packet? No

Reason: None

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 5/13/2022
Final Approval - 5/13/2022

**ORDINANCE NO. O-2022-_____ AMENDING O-2015-02, SECTIONS 1 – 3 (1-22-2015),
CODIFIED AS ARTICLE II, SECTION 2-32 OF THE PHARR CODE OF
ORDINANCES; PERTAINING TO THE OFFICES OF ASSISTANT CITY MANAGER
AND DEPUTY CITY MANAGER; CLARIFYING THE AUTHORITY OF THE CITY
MANAGER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR
AN EFFECTIVE DATE**

=====

WHEREAS, pursuant to Article IV, Section 1 of the City Charter for the City of Pharr, Texas, the Board of Commissioners shall appoint and fix the compensation of a City Manager who shall be the chief administrative and executive officer of the City, and shall be responsible to the Board of Commissioners for the efficient administration of all affairs of the City; and,

WHEREAS, amongst the powers and duties of the City Manager, he shall appoint, subject to consultation with the Board of Commissioners, all department heads, and without such consultation all City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter; and,

WHEREAS, pursuant to Article IV, Section 2, The Board of Commissioners may by ordinance appoint a City Judge, a City Attorney, and such other officers, and establish and create such boards and departments that it may deem necessary to the proper and orderly operation of the City's business, and/or for the best interests of the City, and the Board of Commissioners shall prescribe and fix the duties, compensation, qualifications, tenure of office and bonds of such officers, boards and departments, any such bonds to be approved by the Board of Commissioners; and,

WHEREAS, pursuant to Article II, Section 2-32 of the Pharr Code of Ordinances, the Board of Commissioners has created the position of Assistant City Manager, as well as the position of Deputy City Manager, and specified a set of duties for the respective officers, as reflected in Ordinance No. O-2015-02 §§ 1 – 3 (1-22-2015); and,

WHEREAS, the Board of Commissioners has determined that an updated clarification of the roles and powers of the positions of Deputy City Manager and Assistant City Manager is needed to address changing circumstances;

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

**SECTION 1. ARTICLE II, SECTION 2-32 OF THE PHARR CODE OF ORDINANCES
PERTAINING TO THE POSITIONS OF ASSISTANT CITY MANAGER AND
DEPUTY CITY MANAGER, SHALL BE AMENDED AS FOLLOWS:**

- (1) *Assistant city manager.* The position of assistant city manager is hereby created, and all actions occurring prior are hereby ratified including but not limited to any budgetary allowances and amendments thereto.

The position of assistant city manager shall be that of a designee of the city manager that shall be held by a qualified person, appointed as provided by the Pharr City Charter and personnel policies, and administered by the city manager. Qualifications, duties, and responsibilities of the

assistant city manager shall be subject to the approval of the city manager. Any approved compensation may be commensurate and limited to assigned functions or duties.

- (2) *Deputy city manager.* There is hereby created the position of deputy city manager. The position of deputy city manager shall be that of a designee of the city manager. The position of deputy city manager shall be subject to budgetary funding as may occur prior to or subsequent to this section by the governing body. There may be more than one budgeted position of deputy city manager as may be necessary to further city business and interests. The position of deputy city manager shall be held by qualified persons, appointed as provided by the Pharr City Charter and personnel policies, and administered by the city manager and/or designee including the assistant city manager. Qualifications, duties, and responsibilities of the deputy city manager shall be subject to the approval of the city manager and designees. Any approved compensation may be commensurate and limited to assigned functions or duties.
- (3) *Chain of Command.* The city manager shall have the authority to determine, via an executive directive, what the chain of command shall be between the officers appointed as assistant city manager and deputy city manager, whether each appointed position shall report directly to the city manager or whether a position shall have supervisory authority over another. In addition, the city manager shall, via executive directive, determine the respective areas of responsibility to be allocated between and amongst the appointed assistant city manager and deputy city manager, such delegation to include the location within the city's administrative structure that the office is to be located at any given time.
- (4) *Role and powers.* The assistant city manager and any deputy city manager shall carry out the following roles and duties:
 - (a) Carry out any and all assigned functions delegated by the city manager;
 - (b) Fulfill any assigned tasks that may be required, in whole or part, to other positions or duties that may be held simultaneously;
 - (c) Cooperate in multi-tasking and cross-training as may be required to oversee specific divisions, functions, departments, or assignments;
 - (d) Act professionally at all times and remain subject to job descriptions as may be amended from time to time and other directives including but not limited to personnel policies and the City Charter.
 - (e) Abide by any administrative directive issued by the city manager pertaining to the scope of duties assigned and the reporting chain of command established by the city manager.
- (5) The Board of Commissioners shall retain its authority to provide to the city manager input, information, and feedback regarding the design of the upper level administrative structure implemented by the city manager and nothing in this ordinance amendment is intended to vest final authority in the city manager.

SECTION 3. 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 interpreted and applied in a manner consistent with applicable state and federal law.

SECTION 4. SAVINGS CLAUSE. Except as hereby amended, any policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 5. EFFECTIVE DATE; PUBLICATION. The administrative design and needs of the City's top level administrative structure being critical to the orderly operation and maintenance of the City functions, and the necessity of having clarity of the authority vested in each office being a matter of immediate necessity, 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 immediately after approval and passage but not less than ten days from passage as per Article III, Section 7 of the Pharr City Charter. Publication, if necessary, may also be in caption form as allowed under Article III, Section 9 of the Pharr City Charter.

SECTION 6. REPEALING CLAUSE. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. CUMULATIVE. This Ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 8. 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. It is further specifically found that the

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of MAY 2022.

CITY OF PHARR, TEXAS

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: May 6, 2022

MEETING DATE: May 16, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Ordinance amending Chapter 54 of the Pharr Code of Ordinances by updating the fee schedule for cost recovery; inclusion in Pharr Code of Ordinances; Incorporation of other ordinances; repealing conflicting Ordinances; severability; and effective date. *(1st Reading)*

Classification: Regular

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

Issue: Chapter 54 of the Pharr Code of Ordinances authorizes the city manager to collect fees to be billed against the insurance coverage or parties involved in motor vehicle accidents, vehicle fires, hazardous waste or chemical spills, and/or non-fire suppression activities to which the city responds with fire department equipment and/or personnel. Such fees may include reimbursement for all equipment, materials, maintenance and overhead expenses and costs which constitute full reimbursement to the city for such services actually rendered.

The fire department is requesting an update to the fee schedule for the various pieces of equipment, materials and related costs to reflect the actual cost to the City. I have attached a revised fee schedule that denotes the items requested to be updated to reflect the actual equipment/material utilized and/or to revise the actual cost incurred by the department.

Fiscal Consideration: The fee schedule update is necessary to reflect the actual recovery cost to the City.

Staff Recommendation: Based on review by this office, staff recommends approval of the amendment to Chapter 54 of the Pharr Code of Ordinances to update the fee schedule for cost recovery by the fire department for non-suppression items.

Alternatives: Leave the fee schedule with obsolete equipment/material list and outdated cost.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Karla Saavedra
Patricia Rigney
Anali Alanis
Ed Wylie
City Management Office

Created/Initiated - 5/6/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/13/2022
Final Approval - 5/13/2022

ORDINANCE NO: 0-2022-___

AN ORDINANCE AMENDING CHAPTER 54 OF THE PHARR CODE OF ORDINANCES BY UPDATING THE FEE SCHEDULE FOR COST RECOVERY; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

ARTICLE IV. - COST RECOVERY

Sec. 54-86. - Collection of fees.

- (a) The city commission of the city authorizes the city manager to authorize collection of fees to be billed against the insurance coverage or parties involved in motor vehicle accidents, vehicle fires, hazardous waste or chemical spills, and/or non-fire suppression activities to which the city responds with fire department equipment and/or personnel. Such fees may include reimbursement for all equipment, materials, maintenance and overhead expenses and costs which constitute full reimbursement to the city for such services actually rendered.
- (b) Those charges will be assessed as a debt to the party causing the event, the landowner, the party controlling the premises in the event of a spill or dumping and/or the party transporting hazardous, dangerous, and/or injurious product. Fire suppression activities resulting from third party negligence may be billed against that third party. Fire suppression activities resulting from arson may be billed against the arsonist.
- (c) The city, or its authorized agent, shall, within 30 days of the date of providing said services, submit an invoice for all costs, fees, charges and expenses related to the provisions of such services in the amount set forth in section 54-92 to the owner's designated agent, representatives and insurance companies. All such bills are to be paid within 60 days of the receipt thereof; interest shall accumulate thereafter on any unpaid balance at the rate of ten percent.
- (d) In addition, any bills, fines or penalties, including but not limited to clean up costs, fees, or expenses, that are imposed upon the city, state, or federal agencies and related to the same situation or occurrences may be billed separately within 30 days of receipt and shall be paid as provided in subsection (b) of this section.
- (e) Residents of Hidalgo County who have no insurance coverage for the incident as a result of which they received emergency services rendered by the city fire department are hereby exempt from the fire department service charges contained herein, unless it is determined that the emergency services were provided as a result of negligent and/or malicious act(s) or risky behavior on the part of said person, in which case said exemption shall not apply.
In addition, any commercially owned, operated, or zoned property shall not be eligible for said exemption listed in this section.

- (f) The city manager is authorized to contract with a third party entity to collect said fees or perform the collection of fees with current city employees.
- (g) In addition to the cost of service described in section 54-92 below, any bills, fines or penalties, including but not limited to clean up costs, fees or expenses, that are incurred by the city or any state or federal agencies and which are related to the same situation or occurrences shall be charged and billed separately and due as provided in subsection (c) above.
- (h) The fees provided for herein are in addition to other fees imposed by the city in any other ordinance, and specifically are in addition to ambulance and other fees charged by the emergency medical services department of the city.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-87. - Fees authorized.

The fees set forth in the fee schedule in section 54-92 is hereby approved and authorized to be collected by virtue of this article.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-88. - Enforcement.

The city may enforce the provisions of this article by any action allowed by law for the collection of any amounts due hereafter, including reasonable and necessary attorney fees, costs, and expenses in a court of competent jurisdiction.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-89. - Severability or invalidity.

Should any portion or part of this article be declared inoperative or invalid for any reason by a court of competent jurisdiction, such decision, opinion, or judgment shall in no way affect the remaining portions, parts, or sections of this article, which provisions shall be and remain in full force and effect.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-90. - Repealer.

All ordinances, resolutions and appropriations in conflict with the provisions of this article are hereby repealed.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-91. - Effective date.

This article shall take effect upon receiving final approval by the governing body following three readings of the board of commissioners.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-92. - Fee schedule.

Fees under this article shall be as follows:

Charge Code	Description	Category	Charge Type (U) Used (R) Replaced	Unit Charge	Charge Amount
5002	Class A Pumper	Apparatus	Used	Per Hour	\$ 650.00
5003	Aerial Apparatus	Apparatus	Used	Per Hour	\$ 750.00
5004	Tanker	Apparatus	Used	Per Hour	\$ 500.00
5005	Brush Truck	Apparatus	Used	Per Hour	\$ 375.00
5006	Heavy Rescue Truck	Apparatus	Used	Per Hour	\$ 700.00
5007	Haz-Mat Truck	Apparatus	Used	Per Hour	\$ 450.00 <u>\$800.00</u>
5008	Haz-Mat Trailer	Apparatus	Used	Per Hour	\$ 225.00
5009	Fire Boat	Apparatus	Used	Per Hour	\$ 350.00
5010	Rescue Boat	Apparatus	Used	Per Hour	\$ 250.00
5011	Command Unit	Apparatus	Used	Per Hour	\$ 250.00
5012	Staff Vehicle	Apparatus	Used	Per Hour	\$ 100.00
5013	Equipment Truck	Apparatus	Used	Per Hour	\$ 325.00
5014	Squad Truck	Apparatus	Used	Per Hour	\$ 175.00
5015	Rehab Unit	Apparatus	Used	Per Hour	\$ 100.00
5016	Foam Unit-Future Use	Apparatus	Used	Per Hour	\$ 350.00
5017	Cascade Unit	Apparatus	Used	Per Hour	\$ 275.00
5018	ARFF Truck	Apparatus	Used	Per Hour	\$ 550.00
5019	Ambulance Standby	Apparatus	Used	Per Hour	\$ 350.00
5020	Air Boat	Apparatus	Used	Per Hour	\$ 350.00
5021	UTV - Off Road Vehicle	Apparatus	Used	Per Hour	\$ 200.00
5022	Hovercraft	Apparatus	Used	Per Hour	\$ 350.00
5023	Drone	Apparatus	Used	Per Hour	\$ 100.00
5024	Future Use	Apparatus			
5025	Future Use	Apparatus			
5026	Firefighter	Personnel	Used	Per Hour	\$ 35.00
5027	Haz-Mat Technician	Personnel	Used	Per Hour	\$ 40.00
5028	Haz-Mat Specialist	Personnel	Used	Per Hour	\$ 65.00
5029	Haz-Mat Incident Commander	Personnel	Used	Per Hour	\$ 125.00
5030	Fire Inspector	Personnel	Used	Per Hour	\$ 100.00
5031	Fire investigator	Personnel	Used	Per Hour	\$ 125.00
5032	Fire Officer	Personnel	Used	Per Hour	\$ 100.00
5033	EMS Supervisor	Personnel	Used	Per Hour	\$ 100.00
5034	Personnel Overtime	Personnel	Used	Per Hour	\$ 52.50

5035	Dive Team	Personnel	Used	Per Hour	\$ 250.00
5036	Future Use	Personnel			
5037	Future Use	Personnel			
5038	Future Use	Personnel			
5039	Future Use	Personnel			
5001	Dispatch Fee	Misc	Used	Per Unit	\$ 100.00
5040	Administration Fee	Misc	Used	Per Unit	\$ 100.00
5041	Decon Charges	Misc	Used	Per Unit	\$ 100.00
5042	Disposal Charges	Misc	Used	Per Unit	\$ 100.00
5043	Remediation Charges	Misc	Used	Per Unit	\$ 100.00
5044	False Alarm Charge	Misc	Used	Per Unit	\$ 150.00
5045	Fire Inspection Charge	Misc	Used	Per Unit	\$ 200.00
5046	Minor Extrication	Misc	Used	Per Unit	\$ 175.00
5047	Major Extrication	Misc	Used	Per Unit	\$ 350.00
5048	Rehab Supplies	Misc	Used	Per Unit	\$ 25.00
5049	Celluar Phone Charges	Misc	Used	Per Unit	\$ 15.00
5050	Equipment Rental	Misc	Used	Per Unit	\$ 100.00
5051	Fuel Charge	Misc	Used	Per Unit	\$ 50.00
5052	Water Use Charge	Misc	Used	Per Unit	\$ 50.00
5053	Wrecker/Towing Charges	Misc	Used	Per Unit	\$ 250.00
5054	Future Use	Misc			
5055	Future Use	Misc			
5056	Future Use	Misc			
5057	Future Use	Misc			
5058	Future Use	Misc			
5059	Future Use	Misc			
5060	Flat Head Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5061	Pick Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5062	Pry Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5063	Halligan Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5064	McLeod Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5065	Pulaski Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5066	Pike Pole	Fire Equipment	Used	Per Unit	\$ 22.00
5067	Long Pike Pole	Fire Equipment	Used	Per Unit	\$ 22.00
5068	Sheet Rock Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5069	Bolt Cutters	Fire Equipment	Used	Per Unit	\$ 22.00
5070	Salvage Cover	Fire Equipment	Used	Per Unit	\$ 35.00
5071	Hall Runner	Fire Equipment	Used	Per Unit	\$ 25.00
5072	Pry Bar	Fire Equipment	Used	Per Unit	\$ 22.00
5073	Shovel	Fire Equipment	Used	Per Unit	\$ 22.00
5074	Flappers	Fire Equipment	Used	Per Unit	\$ 22.00
5075	Fire Rake	Fire Equipment	Used	Per Unit	\$ 22.00
5076	Fire Broom	Fire Equipment	Used	Per Unit	\$ 22.00
5077	Water Vest	Fire Equipment	Used	Per Unit	\$ 30.00
5078	Drip Torch	Fire Equipment	Used	Per Unit	\$ 15.00
5079	Wildland Pro-Pack	Fire Equipment	Used	Per Unit	\$ 35.00
5080	Barricade Tape	Fire Equipment	Used	Per Unit	\$ 22.00
5081	Poly Sheeting	Fire Equipment	Used	Per Unit	\$ 55.00
5082	Box Light	Fire Equipment	Used	Per Unit	\$ 30.00
5083	Electrical Cord Reel	Fire Equipment	Used	Per Unit	\$ 50.00

5084	Electrical Junction Box	Fire Equipment	Used	Per Unit	\$ 50.00
5085	Portable Scene Lights	Fire Equipment	Used	Per Unit	\$ 25.00
5086	Generator	Fire Equipment	Used	Per Hour	\$ 55.00
5087	PPV Fan	Fire Equipment	Used	Per Hour	\$ 55.00
5088	Chain Saw	Fire Equipment	Used	Per Unit	\$ 35.00
5089	K-12 Saw	Fire Equipment	Used	Per Unit	\$ 45.00
5090	SCBA Mask	Fire Equipment	Replaced	Per Unit	\$ 200.00
5091	SCBA Pack	Fire Equipment	Used	Per Unit	\$ 45.00
5092	Water Extinguisher	Fire Equipment	Used	Per Unit	\$ 25.00
5093	CO2 Extinguisher	Fire Equipment	Used	Per Unit	\$ 35.00
5094	Dry Chemical Extinguisher	Fire Equipment	Used	Per Unit	\$ 55.00
5095	Class D Extinguisher	Fire Equipment	Used	Per Unit	\$ 90.00
5096	Thermal Imaging Camera	Fire Equipment	Used	Per Unit	\$ 125.00
5097	Piercing Nozzle	Fire Equipment	Used	Per Unit	\$ 40.00
5098	Foam Eductor	Fire Equipment	Used	Per Unit	\$ 50.00
5099	Foam Nozzle	Fire Equipment	Used	Per Unit	\$ 65.00
5100	1" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 650.00
5101	1 1/2" or 1 3/4" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,100.00
5102	2 1/2" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,600.00
5103	2 1/2" Play Pipe	Fire Equipment	Replaced	Per Unit	\$ 700.00
5104	M/S Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,200.00
5105	M/S Straight Tip	Fire Equipment	Replaced	Per Unit	\$ 750.00
5106	LDH Manifold	Fire Equipment	Used	Per Unit	\$ 65.00
5107	1" Redline Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 270.00
5108	1 1/2" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 110.00
5109	1 1/2" Forestry Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 90.00
5110	1 3/4" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 125.00
5111	2 1/2" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 175.00
5112	3" Supply Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 250.00
5113	4" Supply Hose, per 100'	Fire Equipment	Replaced	Per Unit	\$ 750.00
5114	5" Supply Hose, per 100'	Fire Equipment	Replaced	Per Unit	\$ 1,100.00
5115	Portable Tank	Fire Equipment	Used	Per Unit	\$ 85.00
5116	Portable Fire Pump, per hour	Fire Equipment	Used	Per Hour	\$ 95.00
5117	Floating Fire Pump, per hour	Fire Equipment	Used	Per Hour	\$ 65.00
5118	8' Attic Ladder	Fire Equipment	Replaced	Per Unit	\$ 180.00
5119	10' Attic Ladder	Fire Equipment	Replaced	Per Unit	\$ 225.00
5120	12' Roof Ladder	Fire Equipment	Replaced	Per Unit	\$ 450.00
5121	14' Roof Ladder	Fire Equipment	Replaced	Per Unit	\$ 475.00

5122	24' Extension Ladder	Fire Equipment	Replaced	Per Unit	\$ 650.00
5123	35' Extension Ladder	Fire Equipment	Replaced	Per Unit	\$ 1,200.00
5124	A-Frame Ladder	Fire Equipment	Replaced	Per Unit	\$ 625.00
5125	Future Use Hazardous Liquid Pump - 3 inch	Fire Equipment	Used	Per Hour	\$100.00
5126	Future Use Grounding & Bonding Equipment	Fire Equipment	Used	Per Unit	\$100.00
5127	Future Use Ohmmeter - Megger	Fire Equipment	Used	Per Unit	\$100.00
5128	Future Use	Fire Equipment			
5129	Future Use	Fire Equipment			
5130	Future Use	Fire Equipment			
5131	Future Use	Fire Equipment			
5132	Future Use	Fire Equipment			
5133	Future Use	Fire Equipment			
5134	Future Use	Fire Equipment			
5135	Rescue Spreaders	Rescue Equip	Used	Per Unit	\$ 250.00
5136	Rescue Cutters	Rescue Equip	Used	Per Unit	\$ 250.00
5137	Combi Rescue Tool	Rescue Equip	Used	Per Unit	\$ 250.00
5138	Rescue Rams	Rescue Equip	Used	Per Unit	\$ 250.00
5139	Air Bags	Rescue Equip	Used	Per Unit	\$ 200.00
5140	Cribbing	Rescue Equip	Used	Per Unit	\$ 25.00
5141	Port-A-Power	Rescue Equip	Used	Per Unit	\$ 35.00
5142	Saws-All-Saw	Rescue Equip	Used	Per Unit	\$ 40.00
5143	Winch	Rescue Equip	Used	Per Unit	\$ 25.00
5144	Come-A-Long	Rescue Equip	Used	Per Unit	\$ 10.00
5145	Chain	Rescue Equip	Used	Per Unit	\$ 5.00
5146	Ajax Tool	Rescue Equip	Used	Per Unit	\$ 22.00
5147	K Tool	Rescue Equip	Used	Per Unit	\$ 22.00
5148	Door Unlocking Set	Rescue Equip	Used	Per Unit	\$ 12.50
5149	Windshield Tool	Rescue Equip	Used	Per Unit	\$ 20.00
5150	Air Bag Secure Net	Rescue Equip	Used	Per Unit	\$ 65.00
5151	Rescue Rope, per foot	Rescue Equip	Used	Per Unit	\$ 1.35
5152	Utility Rope, per foot	Rescue Equip	Used	Per Unit	\$ 0.95
5153	Webbing, per foot	Rescue Equip	Used	Per Unit	\$ 0.75
5154	Carabiner	Rescue Equip	Used	Per Unit	\$ 2.50
5155	Figure 8	Rescue Equip	Used	Per Unit	\$ 6.50
5156	Brake	Rescue Equip	Used	Per Unit	\$ 6.50
5157	Pulley	Rescue Equip	Used	Per Unit	\$ 6.50
5158	Ascender	Rescue Equip	Used	Per Unit	\$ 6.50
5159	Rescue Harness	Rescue Equip	Used	Per Unit	\$ 25.00
5160	Full Body Harness	Rescue Equip	Used	Per Unit	\$ 65.00
5161	Stokes Basket	Rescue Equip	Used	Per Unit	\$ 25.00
5162	Tripod	Rescue Equip	Used	Per Unit	\$ 75.00
5163	Life Jacket	Rescue Equip	Used	Per Unit	\$ 65.00
5164	High Water Rescue Bag	Rescue Equip	Used	Per Unit	\$ 250.00
5165	RIT Bag	Rescue Equip	Used	Per Unit	\$ 185.00
5166	Light Tower	Rescue Equip	Used	Per Unit	\$ 95.00
5167	Future Use	Rescue Equip			
5168	Future Use	Rescue Equip			

5169	Future Use	Rescue Equip			
5170	Future Use	Rescue Equip			
5171	Future Use	Rescue Equip			
5172	Future Use	Rescue Equip			
5173	Future Use <u>Haz Mat – Bio Reader</u>	Rescue Equip <u>Haz Mat Equipment</u>	<u>Used</u>	<u>Per Unit</u>	<u>\$100.00</u>
5174	Future Use <u>Haz Mat – 5 Step Kit</u>	Rescue Equip <u>Haz Mat Equip</u>	<u>Used</u>	<u>Per Unit</u>	<u>\$100.00</u>
5175	Future Use <u>Haz Mat – Mass Spectrometer</u>	Rescue Equip <u>Haz Mat Equip</u>	<u>Used</u>	<u>Per Unit</u>	<u>\$200.00</u>
5177	Haz-Mat Detection Kit <u>Haz Mat – Thermal Reader</u>	Haz-Mat Equip	Used	Per Unit	\$ 150.00 <u>\$200.00</u>
5178	Q-RAE Monitor <u>Haz Mat – VOC Meter</u>	Haz-Mat Equip	Used	Per Unit	\$ 75.00 <u>\$80.00</u>
5179	Multi-RAE Monitor <u>Haz Mat – 5 Gas Meter</u>	Haz-Mat Equip	Used	Per Unit	\$ 50.00 <u>\$100.00</u>
5180	CO Monitor <u>Future Use</u>	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5181	Dosimeter DMC20 <u>Dosimeter</u>	Haz-Mat Equip	Used	Per Unit	\$ 40.00 <u>\$50.00</u>
5182	Portable Radiation Meter	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5183	Radiation Survey Meter <u>Haz Mat – Isotope Reader</u>	Haz-Mat Equip	Used	Per Unit	\$ 150.00 <u>\$200.00</u>
5184	Drager Unit	Haz-Mat Equip	Used	Per Unit	\$ 75.00
5185	Drager Tubes <u>Clorometric Tubes</u> , each	Haz-Mat Equip	Used	Per Unit	\$ 15.00 <u>\$40.00</u>
5186	Chemical Classifier Strip	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5187	Litmus Paper	Haz-Mat Equip	Used	Per Unit	\$ 18.00
5188	PH Paper	Haz-Mat Equip	Used	Per Unit	\$ 9.00
5189	Natural Gas Plug Kit	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5190	Plug & Patch Kit	Haz-Mat Equip	Used	Per Unit	\$ 35.00
5191	Hazardous Waste Bag	Haz-Mat Equip	Used	Per Unit	\$ 5.00
5192	30 Gallon Salvage Drum	Haz-Mat Equip	Used	Per Unit	\$ 100.00
5193	55 Gallon Salvage Drum	Haz-Mat Equip	Used	Per Unit	\$ 120.00
5194	30 Gallon Over-Pack Drum	Haz-Mat Equip	Used	Per Unit	\$ 80.00
5195	55 Gallon Over-Pack Drum	Haz-Mat Equip	Used	Per Unit	\$ 150.00
5196	Drum Liners	Haz-Mat Equip	Used	Per Unit	\$ 10.00
5197	Haz-Mat <u>2-Stage Diaphram Pump – 1 inch</u>	Haz-Mat Equip	Used	Per Unit <u>Hour</u>	\$ 10.00 <u>\$50.00</u>
5198	Containment Reservoir	Haz-Mat Equip	Used	Per Unit	\$ 25.00
5199	Duct Tape	Haz-Mat Equip	Used	Per Unit	\$ 10.00
5200	Tychem Coveralls	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5201	Tychem BR Coveralls	Haz-Mat Equip	Used	Per Unit	\$ 85.00

5202	Tychem BR Level B Suit	Haz-Mat Equip	Used	Per Unit	\$ 300.00
5203	Tychem TH Level A Suit	Haz-Mat Equip	Used	Per Unit	\$ 1,000.00
5204	Bee Suit	Haz-Mat Equip	Used	Per Unit	\$ 85.00
5205	Latex Gloves	Haz-Mat Equip	Used	Per Unit	\$ 2.50
5206	Nitrile Gloves	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5207	Neoprene Gloves	Haz-Mat Equip	Used	Per Unit	\$ 40.00
5208	Haz-Mat Gloves	Haz-Mat Equip	Used	Per Unit	\$ 155.00
5209	Haz-Mat Boots	Haz-Mat Equip	Used	Per Unit	\$ 95.00
5210	Disposable Goggles	Haz-Mat Equip	Used	Per Unit	\$ 2.50
5211	Future Use	Haz-Mat Equip			
5212	Future Use	Haz-Mat Equip			
5213	Future Use	Haz-Mat Equip			
5215	Future Use	Haz-Mat Equip			
5216	Future Use	Haz-Mat Equip			
5217	Future Use	Haz-Mat Equip			
5218	Future Use	Haz-Mat Equip			
5219	Future Use UN Bucket – 5 gallon	Haz-Mat Equip	Used	Per Unit	\$35.00
5220	Absorbent, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 15.00 \$46.00
5221	Absorbent Pads, per 100	Haz-Mat Supplies	Used	Per Unit	\$ 100.00
5222	Absorbent Booms, per 10'	Haz-Mat Supplies	Used	Per Unit	\$ 55.00
5223	Lite-Dri Absorbent, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 18.00
5224	Soda Ash, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 52.00
5225	Mercury Spill Kit	Haz-Mat Supplies	Used	Per Unit	\$ 125.00
5226	Chlorine Kit A	Haz-Mat Supplies	Used	Per Unit	\$ 125.00
5227	Chlorine Kit B	Haz-Mat Supplies	Used	Per Unit	\$ 150.00
5228	Chlorine Kit C	Haz-Mat Supplies	Used	Per Unit	\$ 200.00
5229	AFFF <u>Class B</u> Foam, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 32.00
5230	Class A Foam, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 22.00
5231	Micro-Blaze, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 42.00
5232	Micro-Blaze, per 5 gallon	Haz-Mat Supplies	Used	Per Unit	\$ 165.00
5233	Future Use	Haz-Mat Supplies			
5234	Future Use	Haz-Mat Supplies			
5235	Future Use	Haz-Mat Supplies			
5236	Future Use	Haz-Mat Supplies			
5237	Future Use	Haz-Mat Supplies			
5238	Future Use	Haz-Mat Supplies			
5239	Future Use	Haz-Mat Supplies			
5240	Future Use	Haz-Mat Supplies			
5241	Future Use	Haz-Mat Supplies			
5242	FF Helmet	Protective Equip	Replaced	Per Unit	\$ 250.00
5244	Nomex Hood	Protective Equip	Replaced	Per Unit	\$ 25.00
5245	PBI Hood	Protective Equip	Replaced	Per Unit	\$ 35.00

5246	Bunker Coat	Protective Equip	Replaced	Per Unit	\$ 750.00
5247	Bunker Pants	Protective Equip	Replaced	Per Unit	\$ 450.00
5248	FF Boots	Protective Equip	Replaced	Per Unit	\$ 250.00
5249	FF Gloves	Protective Equip	Replaced	Per Unit	\$ 95.00
5250	Wildland Helmet	Protective Equip	Replaced	Per Unit	\$ 55.00
5251	Wildland Jacket	Protective Equip	Replaced	Per Unit	\$ 250.00
5252	Wildland Pants	Protective Equip	Replaced	Per Unit	\$ 250.00
5253	Wildland Fire Boots	Protective Equip	Replaced	Per Unit	\$ 225.00
5254	Wildland FF Gloves	Protective Equip	Replaced	Per Unit	\$ 40.00
5255	Wildland Fire Shelter	Protective Equip	Replaced	Per Unit	\$ 385.00
5256	Wildland Coveralls	Protective Equip	Replaced	Per Unit	\$ 150.00
5257	Future Use	Protective Equip			
5258	Future Use	Protective Equip			
5259	Future Use	Protective Equip			
5260	Future Use	Protective Equip			

(Ord. No. O-2016-04, 2-15-16)

PUBLICATION AND EFFECTIVE DATE:

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 shall also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE **16th** DAY OF **MAY**, 2022.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2022.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2022.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: May 12, 2022

MEETING DATE: May 16, 2022

FROM: Melanie Cano, O.S.E. Director

DEPARTMENT: OSE

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution approving the City of Pharr Strategic Plan 2022-2027.

Classification: Regular

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

Issue: The City of Pharr has prepared a Citywide Strategic Plan, updating its vision, mission and outlining six strategic objectives, related goal statements, action plans, and implementation framework in order to drive meaningful outcomes for the community. The Board of Commissioners identified six strategic objectives, which are: Service Excellence, Infrastructure, Quality of Life, Economic Vitality, Sound Governance and Fiscal Sustainability, and Safe and Secure Community. The Strategic Plan will guide financial, operational, and policy decisions for the next five years, and will be updated at least annually to recognize progress in achieving the plan.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 5/12/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

RESOLUTION R-2022-_____

A RESOLUTION OF THE CITY OF PHARR APPROVING NEW VISION AND MISSION STATEMENTS, CITY STRATEGIC FRAMEWORK, AND AUTHORIZING IMPLEMENTATION OF THE 2022-2027 STRATEGIC PLAN

WHEREAS, the Board of Commissioners directed the development of a Strategic Plan to help align vision and strategy, engage diverse community voices, enhance communication with the community, evaluate progress, and provide an actionable plan to focus resources to achieve community priorities; and

WHEREAS, strategic planning assists organizations to increase effectiveness and efficiency, policy direction related to operational and financial/budgetary priorities, and improve communications and public relations; and

WHEREAS, the City of Pharr (the "City") has conducted numerous strategic planning work sessions to establish the vision and mission statements and a set of strategic objectives for the community and the workforce of the City; and

WHEREAS, the City has prepared Citywide Strategic Plan, updating its vision, mission, and outlining six strategic objectives, related goal statements, and performance measures, and implementation framework in order to drive meaningful outcomes for the community; and

WHEREAS, the Board of Commissioners identified six strategic objectives, which are: **Service Excellence, Infrastructure, Quality of Life, Economic Vitality, Sound Governance and Fiscal Sustainability, and Safe and Secure Community, and**

WHEREAS, the Strategic Plan will guide financial, operational, and policy decisions for the next five years and be updated at least annually to recognize progress in achieving the plan.

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

SECTION 1: The City of Pharr's Strategic Plan, attached hereto as Exhibit "A" will serve as an official guide from 2022 - 2027 with progress towards fulfilling the strategic objectives measured by the listed and other appropriate indicators.

SECTION 2: The Board of Commissioners directs the Office of the City Manager to proceed with implementation of the Citywide Strategic Plan.

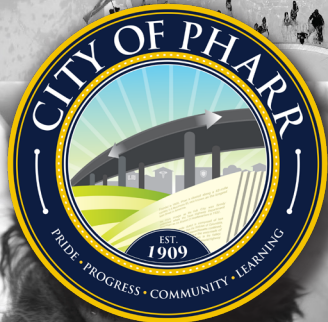
APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 16th day of May 2022.

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR
STRATEGIC PLAN
2022 | 2027







Excellence
EVERY DAY





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MAYOR & CITY COMMISSIONERS



Ambrosio "Amos" Hernandez, MD
Mayor



Eleazar Guajardo
Commissioner Place 1



Roberto "Bobby" Carrillo
Commissioner Place 2



Ramiro Caballero, MD
Commissioner Place 3



Daniel Chavez
Commissioner Place 4



Ricardo Medina
Commissioner Place 5



Itza Flores
Commissioner Place 6

LETTER FROM THE CITY MANAGER

Dear Friends,

The City of Pharr has a long history of success. Thanks to the progressive and innovative nature of our leaders and staff, we have always been able to come together and make things happen. As a result of our past achievements, we know that success does not happen by accident. Each project requires careful planning to lay a foundation for the work ahead. Therefore, as a means of continuing the exceptional progress of the City of Pharr, it is my pleasure to present the very first City of Pharr Strategic Plan.

The Strategic Plan is a tool that clearly articulates the priorities of the Pharr community and represents the first organization-wide strategic roadmap to sustainability, innovation, and municipal excellence. This plan reflects the input of our engaged citizens, business partners, Mayor and City Commission, and city staff and will direct our City's initiatives from 2022-2027.

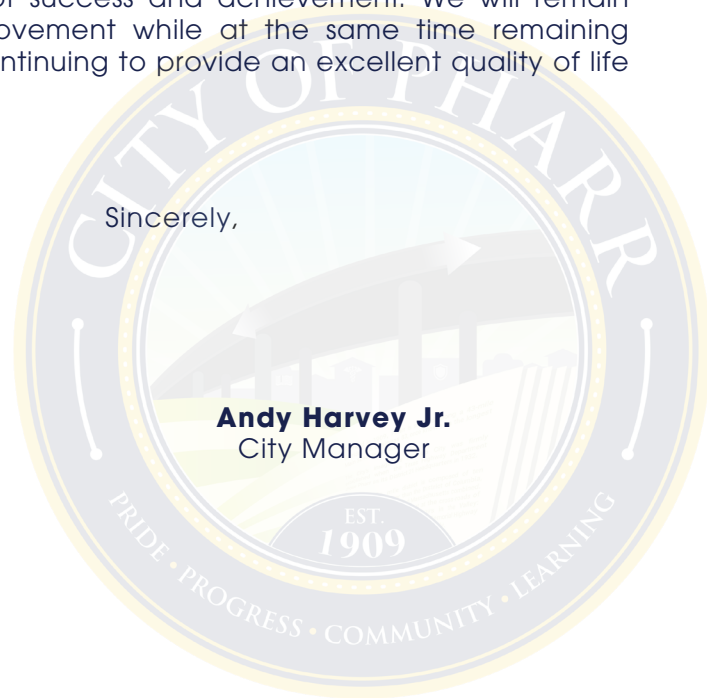
The strategies contained in this document were developed and refined over the last six months through a collaborative and inclusive process. The Mayor and City Commission in conjunction with the City's executive leadership team and staff identified six key priorities essential to achieving the City's Mission and Vision. These priorities are our Strategic Objectives and include Service Excellence, Infrastructure, Quality of Life, Economic Vitality, Sound Governance and Fiscal Sustainability, and a Safe and Secure Community. By focusing on these objectives, we believe that the City of Pharr can set the standard for excellence in municipal services and that we can make our City even greater than it is today.

As we transition to the implementation phase, we will focus on monitoring data-driven results, providing transparent status reports, and remaining agile as new challenges arise and updates to the plan become necessary. In the meantime, the City will continue to deliver unparalleled customer service as we carry out our day-to-day operations and provide our citizens with the services that they have come to trust and rely upon.

I would like to acknowledge and thank the community, Mayor and City Commission, facilitators, and staff who participated in the extensive meetings, brainstorming sessions, and healthy debates employed to create the content for our first Strategic Plan. As a result of these collaborative efforts, I am confident that the next five years will be a period of success and achievement. We will remain focused on growth, development, and continuous improvement while at the same time remaining committed to the diverse needs of our community and continuing to provide an excellent quality of life for our citizens.

Sincerely,

Andy Harvey Jr.
City Manager



INTRODUCTION

The City of Pharr was established in 1909 and is comprised of approximately 23,835 square miles (15,255.0 acres) in Hidalgo County, Texas. Pharr is strategically located on the US/Mexico Border along the Rio Grande River in South Texas. The City of Pharr has a current population of almost 80,000 with a median resident age of 29 years old. Approximately 34.5% of the population in the City is under the age of 18. Pharr is part of the McAllen-Edinburg-Mission metropolitan statistical area (M.S.A.) – a rapidly growing area of both Texas and the United States

Pharr is connected to the country of Mexico via one of the longest international bridges in the United States. The 3.5-mile Pharr-Reynosa International Bridge spans the Rio Grande River and connects Pharr to the Mexican city of Reynosa, Tamaulipas. The Pharr-Reynosa International Bridge serves as the region's only full service commercial international port of entry. With the port of entry crossing over \$36 Billion in trade annually, the bridge also remains competitive in its rankings on a national stage and ranks #1 in produce crossings. The Pharr-Reynosa International Bridge, coupled with the intersection of two major interstate highways (US-281/I-69C and US-I-2) makes Pharr the "HUB City" for interstate, intrastate, and international commerce.

In addition to serving as the region's economic "HUB" city, the City provides over 285 services for its residents. These services are delivered in a fiscally responsible and efficiency-driven manner as the City is committed to providing the highest level of municipal services with a standard of "Excellence Every Day." City services are designed to provide the public with excellent customer service, robust economic development and trade, a safe and secure community, and a superior quality of life.

The City of Pharr is a full-service municipal organization operating under a home rule, Council-Manager form of government. The Board of Commissioners consists of an elected Mayor and 6 at-large Commissioners, who enact local legislation, adopt the annual budget, conduct public hearings, and establish city policy and strategy. The City Manager is appointed by and directly reports to the Board of Commissioners. The City Manager, Deputy City Manager, 2 Assistant City Managers and 21 Department Directors are responsible for the day-to-day operations and the implementation of the City's Strategic Plan. The Board of Commissioners also created and filled 29 volunteer boards and committees. Members of boards are appointed by the Board of Commissioners to provide valuable input and feedback in areas that matter most to the community.

The City's workforce is comprised of 849 employees, and the City currently has 261 job titles. The City's 21 functional departments are all uniquely designed to fulfill a specific function within the City. Regardless of function and classification, the employee workforce environment is guided by the City's values of Pharr PRIDE. The values that represent Pharr PRIDE create a foundation for the employee in workforce distinction, ethical standards, and professional enthusiasm resulting in a cohesive, effective, and supportive workforce environment.

The City's engaged community, innovative and progressive leadership, and effective workforce continue to contribute its overall success. The City of Pharr understands the importance of innovation and continuous improvement, and, in an effort to get to the next level, has undertaken the development of a new Strategic Plan.





MISSION, VISION & VALUES

The City of Pharr is committed to providing exceptional municipal services and supporting a culture of "Excellence Every Day." Pharr's core values of Professionalism, Respect, Integrity, Discipline, and Ethics encourage city employees to make ethical and professional work decisions and provide the highest level of customer service to the City's residents.



MISSION

To provide a standard of municipal excellence every day.



VISION

The City of Pharr will consistently lead the region in municipal excellence, sustainability, and innovation.



VALUES

Professionalism in your work and appearance.

Respect for yourself, your co-workers, employees, and residents.

Integrity in your work and in your life.

Discipline in everything you do.

Ethics is key to meeting and respecting the taxpayer's expectations and resources

COMMITMENT TO EXCELLENCE

The City of Pharr has a standing commitment to cultivating a culture of “Excellence Every Day.” This year, the City of Pharr is proud to announce its receipt of the 2022 Governor’s Award for Performance Excellence. Pharr is only the third city to receive this State-level award, and while the other cities took more than five years to accomplish this feat, the City of Pharr was able to obtain the award in four years. This four-year pursuit of service excellence, organizational resilience, innovation, and diversity, equity, and inclusion has greatly enhanced the City’s ability to serve its residents, employees, and communities.

The Quality Texas Foundation (QTF) only recognizes the best organizations with regards to best business practices that follow the National Malcolm Baldrige Criteria for Performance Excellence. QTF grants the Governor’s Award for the best organizations in a region that includes Texas, Puerto Rico, Missouri, Kansas, Louisiana, and parts of Oklahoma, annually. The 2022 Governor’s Award for Performance Excellence designates the City of Pharr as a model organization, demonstrating exceptional performance in all areas of organizational management including: leadership; strategic planning; customer focus; measurement, analysis, and knowledge management; workforce focus; operations focus; and results.



The City of Pharr began its journey towards performance excellence and started applying the Baldrige Excellence Framework to its operations in 2019. City Leaders and staff quickly recognized the power of innovation, the drive of continuous improvement, and the importance of visionary leadership. The City also realized that to achieve performance excellence, it would take more than just city staff. In 2019, Pharr launched the “We Are Team Pharr” campaign to unite the efforts of city leaders, staff, partners, collaborators, and every resident under one banner. The “We Are Team Pharr” campaign emphasizes the importance of every stakeholder in the community and acknowledges that by working together the City can continue to make great strides.

The principles highlighted by the Baldrige Excellence Framework have also allowed the city to take a deeply introspective look at its operations and to implement the changes necessary to improve the organization at all levels. In 2019, the City received Commitment Level Recognition from the Quality Texas Foundation. In 2021, the City improved its performance and received Progress Level Recognition. Finally, the City of Pharr received the Governor’s Award in 2022, the first year that the City was eligible to apply.

The City of Pharr recognizes that this is a journey, and this journey has been one full of hard work, challenges, changes, and even fun. However, the journey is far from over. The next step is to apply for the Malcolm Baldrige National Quality Award, presented by the President of the United States to organizations that demonstrate a continued commitment to performance excellence. The City of Pharr’s commitment is unshakable, and as the City sets its sights on this next challenge, there is comfort in knowing that Team Pharr can accomplish anything!

EXECUTIVE SUMMARY

In an effort to promote the City of Pharr's organizational culture of "Excellence Every Day," the City has undertaken the initiative to develop its first Strategic Plan. The City's strategic planning has traditionally been conducted on an annual basis in conjunction with the Annual Budget Process. Each year, the City assesses the needs of its citizens, the financial resources available, and its workforce capacity and capability in order to establish goals and action plans for the coming year. In 2021, the Mayor, City Commission, and Office of City Manager recognized the need to be proactive and commenced with the creation a formal Strategic Plan. The Strategic Plan will guide the City's operations for the next five years, focus on strengthening its organizational culture, and improve city operations to better meet the needs of the community.

To conduct the strategic planning process, the City of Pharr partnered with TMAC and utilized the newly created Office of Organizational and Strategic Excellence (OSE). The process began with a situational analysis of the City of Pharr. Several analytical tools and exercises were employed to provide an in-depth study of the City's current operations and resources as well as external factors that could impact city operations. The results of these analyses were shared with the Mayor and the City Commission. The Mayor and City Commission then collaborated with the Office of the City Manager (OCM), OSE, and TMAC to reassess the City's Mission and Vision and to determine the City's Strategic Objectives.

The Strategic Plan utilizes the Strategic Objectives to outline clear Strategic Goals and milestones for the City and proposes Action Plans to achieve each goal. The success of each Action Plan will be measured by Key Performance Indicators (KPIs), which will display the progress of the organization in achieving its goals and advancing its Strategic Objectives.

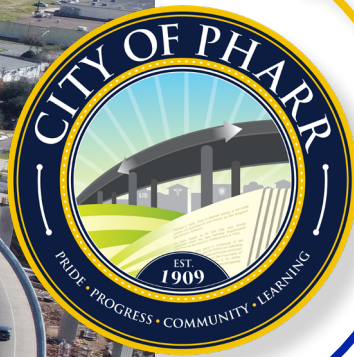
TMAC and OSE met with each of the City's 21 departments to discuss their goals at a department level and how each of these goals and related action plans contribute to the City's overall Strategic Objectives and Goals. Through these collective efforts, KPIs were established for each of the City's departments. The information obtained from this process was compiled into the City's Strategic Plan and is contained in the following pages. As an internal, guiding document, the Strategic Plan effectively outlines the operating guidelines for the City and plays a vital role in fulfilling the City's Mission and achieving its Vision. Additionally, the Strategic Plan is aligned with the City's focus on continuous improvement and organizational learning.

The strategic plan is a living document, referred to daily by staff at all levels of the organization, and at the heart of each day's work. It serves as a roadmap to guide the City from vision to reality. The City will use this plan to align its resources with prioritized initiatives tied to a broader vision for the future of the community. Most importantly, the Strategic Plan is a promise to the City's stakeholders—Pharr is committed to live up to its motto of 'Excellence Every Day' in the pursuit of making the City of Pharr the preferred place to live, work, and play.



STRATEGIC PLANNING PROCESS





Assess the Current State



Leadership & Vision



Priorities & Strategic Objectives



Strategic Alignment & Implementation



Conclusion





ASSESS THE CURRENT STATE

As described in the Executive Summary, the strategic planning process began with TMAC, the OCM, and the OSE conducting an extensive situational analysis. The goal of this analysis was to collect and evaluate data pertaining to the City's current operating environment as well as to predict future trends. This analysis included a:

- **PESTEL Analysis (Appendix A):** a tool or framework used to analyze and monitor the macro-environmental or external factors which impact the operations of the City.
- **VRIN Analysis (Appendix B):** a tool used to evaluate the value of assets and processes especially in relation to competitors.
- **SWOT Analysis (Appendix C):** a method to identify and analyze internal strengths and weaknesses as well as external opportunities for the City and potential threats to its operations.
- **Benchmarks Analysis:** an evaluation of the Strategic Plans, Missions and Visions, and Key Performance Indicators (KPIs) of numerous other cities both in Texas and across the country. This step also included a review and discussion of the City's competitive position, citizen requirements (obtained from the Annual Citizen Survey), and current industry trends.



LEADERSHIP & VISION

The Mayor and City Commission are elected by the people of Pharr to represent their interests in the community. They are the voice of the residents and are uniquely aware of which projects the citizens consider priorities. The Mayor and City Commission are committed to leading the City, finding innovative solutions to problems, and setting the course for the future.

In order to tap into their knowledge and experience, TMAC and OSE surveyed the Mayor, City Commission, and OCM to receive input on what they believed to be the purpose or the Mission of the City, what their Vision of the City's future looked like, and which priorities were most strategically important to the City. The results of the survey were compiled by TMAC and reviewed by the OCM and OSE. The team then conducted several brainstorming sessions to develop and refine new Mission and Vision statements. The revised Mission and Vision statements were presented and approved by the Mayor and City Commission.



PRIORITIES & STRATEGIC OBJECTIVES

After reassessing the Mission and Vision Statements, the next step was to determine which priorities were strategic and essential to fulfilling the City's Mission and Vision. TMAC, OCM, and OSE reviewed the Mayor and City Commission survey results, as well as feedback obtained from Annual Citizen Surveys, City Report Cards, and ideas submitted by staff. In the survey provided to the Mayor and City Commission, they were each asked to identify what they believed the priorities of the City should be and rank these strategic priorities in order of importance.

Based on all the data reviewed, six clear Strategic Objectives emerged: **Service Excellence, Infrastructure, Quality of Life, Economic Vitality, Sound Governance and Fiscal Sustainability, and Safe and Secure Community.**



STRATEGIC ALIGNMENT & IMPLEMENTATION

Identification of the Strategic Objectives served as the first step in the development of the Strategic Roadmap. As a next step, TMAC, the OCM, and the OSE focused on aligning the Strategic Roadmap with the City's core services and offerings. City staff then followed a diligent, collaborative process to determine what the primary goals should be for each Strategic Objective.

After identifying Strategic Goals, both the Strategic Objectives and Strategic Goals were compared with the current operations of the City. The process began with examinations of the City's Master Plans and determining the progress or completion level of each. The team then assessed the existing goals of each of the 21 departments.

As the City moves forward with the implementation of the Strategic Plan, each Senior Leader will be responsible for aligning their departmental goals with the specific Strategic Objectives and Strategic Goals delegated to their department. The Strategic Plan also contains general Action Plans for the completion of each of the Strategic Goals. Timeframes and milestones for completion of each of these Strategic Goals and Action Plans are outlined in the Strategic Roadmap.

Departments will be responsible for designing more detailed Action Plans for each of the goals and actions which designate their department as the Primary Owner. They will regularly measure the success of each Action Plan and the progress towards each Strategic Goal using KPIs. KPIs have been developed for each area of the Strategic Plan, and specific targets have been established.

To ensure progress on the Strategic Plan is continually monitored, status updates will be presented through departmental reporting at bi-monthly Strategic Alignment Meetings, and monthly reviews of KPIs and department results will be conducted by the OSE. Each Senior Leader will work with the OSE to develop annual projections for their specific KPIs. If performance measures are not being met, the Action Plans will be reviewed for effectiveness using the Performance Improvement System or PDSA Cycle.

Upon approval of the Strategic Plan, the City will commence with a robust implementation process that will include the following:

- Detailed Risk Analysis of the Strategic Plan's deployment.
- Assignment of responsibility to departments for measuring, tracking, accomplishing, and reporting on the progress of Strategic Goals, Action Plans, and KPIs.
- Creation of a data tracking system to support detailed performance analyses.
- Regular publication of the KPIs for all employees and residents of Pharr.
- Staff training on the Strategic Plan, implementation and deployment process, performance measures, and management's expectations.
- Integration of the Strategic Plan's KPIs into employee evaluations.
- Development of procedures for updating the Strategic Plan as needed.

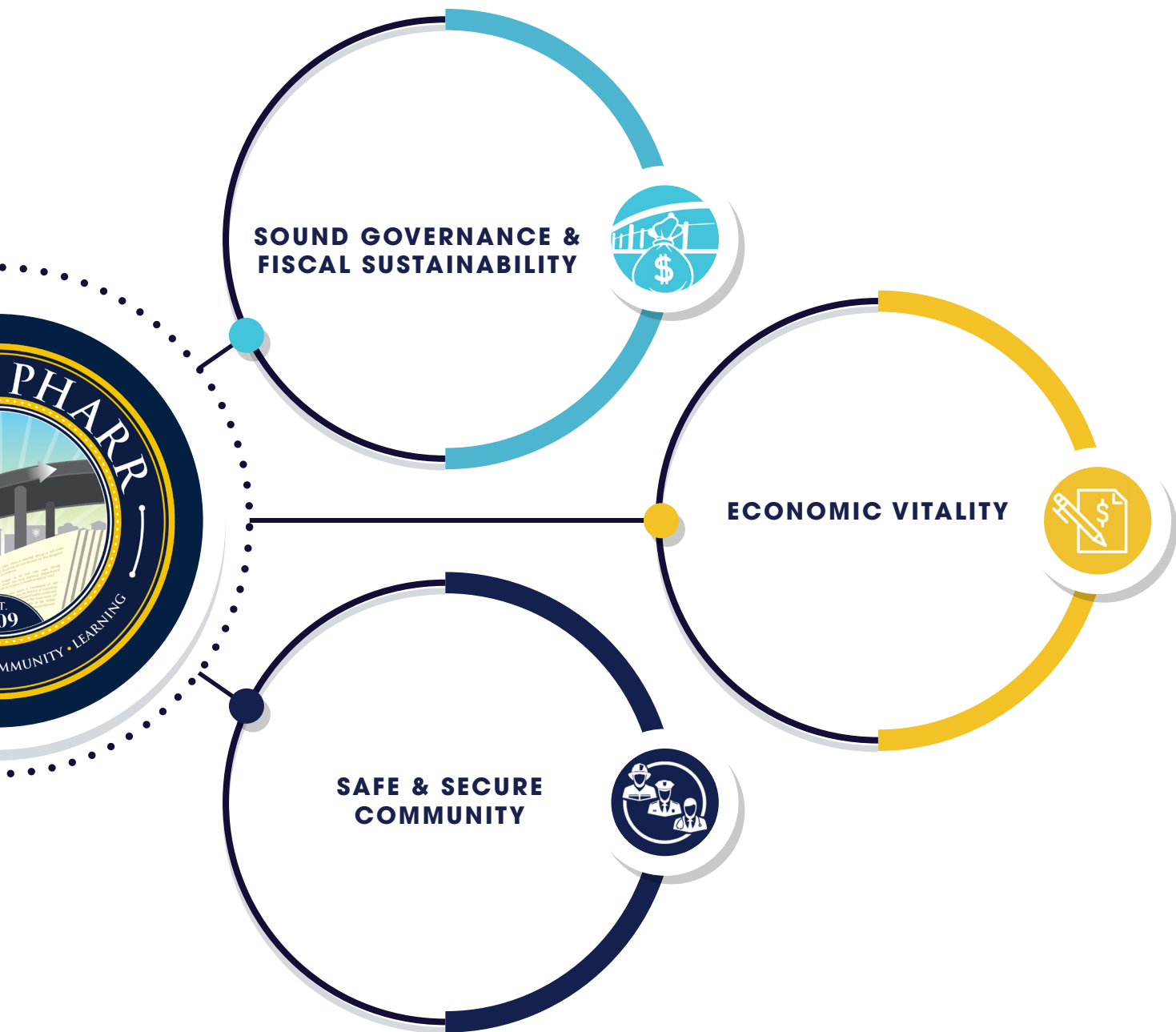


CONCLUSION

The Strategic Plan is designed to guide the work and future progress of the City of Pharr. The plan articulates the Vision and Mission of the City and establishes a set of Strategic Objectives, Goals, and Action Plans to guide its decision making. Successful implementation will require that each staff member understands their unique role in carrying out specific Strategic Goals and Actions. The Strategic Plan will be updated annually based on the accomplishments of the City and any changes or obstacles that may be encountered. The City of Pharr's Strategic Plan represents the efforts of many dedicated public servants who are committed to providing exceptional municipal services for the community. By working together, the City's Strategic Plan will certainly be accomplished because, **"We Are Team Pharr!"**

STRATEGIC OBJECTIVES







SERVICE EXCELLENCE (SE)

The City of Pharr is devoted to setting the standard in municipal excellence. At the core of Service Excellence is "Excellence Every Day," which is how one fulfills their work, satisfies their duties, and treats themselves and others in the best way possible. At the City of Pharr, cultivating service excellence has two major components: the residents and the staff. Service Excellence for the residents means providing them with the highest quality services in an efficient, effective, and culturally sensitive manner. The second component of Service Excellence is making sure these services are delivered by high-performing, engaged, and resilient workforce. The City is committed to attracting and hiring a diverse and skilled team, retaining its workforce through development and growth opportunities, and promoting intelligent risk-taking. The City understands the importance of investing in City employees and encouraging them to take pride in their work. Pharr is dedicated to delivering high quality services to its residents and ensuring that its employees live up to the core values and standard of service excellence, every day.



SERVICE EXCELLENCE



SE DEPARTMENT SPOTLIGHT

- Office of the City Manager
- Office of Organizational and Strategic Excellence
- City Clerk's Office
- Human Resources
- Finance



HIGH LEVEL KPIs WE WILL BE MONITORING TO MEASURE PROGRESS

- Ensure overall citizen satisfaction in Annual Citizen Survey (ACS) is at 80% or higher.
- Keep the city employee turnover rate at less than the national average.
- Monitor training hours via newly developed training hour tier.

SE.1 Support the City's culture of "**EXCELLENCE EVERY DAY**" by providing equitable access to efficient, effective, and culturally responsible services.

1

SE.1.1 Align departmental goals, action plans, and KPIs with the City's Strategic Plan.

SE.1.2 Develop customer service management system to measure satisfaction and promote Service Excellence.

SE.1.3 Develop and implement an employee engagement program.

SE.1.4 Develop and implement a continuous improvement and innovation program.

SE.2 Support a diverse, high performing, and engaged workforce.

2

SE.2.1 Promote a fair, equitable, and inclusive workplace environment.

SE.2.2 Improve employee communication (city notifications, peer-to-peer, employee-to-supervisor, dept.-to-dept.).

SE.2.3 Ensure fair and equitable compensation and a competitive benefits package.

SE.2.4 Enhance employee engagement and improve satisfaction results from AES using citywide and department-specific action planning.

SE.3 Train and develop a skilled and resilient workforce.

3

SE.3.1 Invest in the professional growth and development of employees through training, education, and mentorship opportunities.

SE.3.2 Ensure the recruitment and selection process is fair and emphasizes diversity, equity, and inclusion.

SE.3.3 Review current and/or standardize pay scale based on education, certifications, etc.

SE.3.4 Develop Job/Skill Matrix.

SE.3.5 Enhance/formalize succession plans.





INFRASTRUCTURE (IF)

The City of Pharr provides quality infrastructure including complete streets, standard-setting municipal facilities, and mobility infrastructure. Pharr focuses on maintaining existing infrastructure while balancing the need for new infrastructure through the execution, continuation, and completion of various City Master Plans. The Comprehensive Master Plan along with the Thoroughfare Plan and Master Plans for Drainage, Water Systems, and Wastewater are effective tools for predicting future growth and the needs of the City while also guiding the City's investment and infrastructure development. The City is committed to developing an efficient and safe roadway system while also exploring options for reliable multi-modal travel throughout the City. Additionally, the steady growth in population has led to a growing demand for stormwater management and flood mitigation. Finally, Pharr is the first municipality in the region to install fiber optic broadband infrastructure as a means of offering high speed internet access at affordable prices to its residents. With this project, Pharr continues to show its innovative leadership and forward-thinking attitude by building bridges across the digital divide. These efforts ensure Pharr will continue to focus on infrastructure and on developing the top livable community in the Rio Grande Valley.



INFRASTRUCTURE



IF DEPARTMENT SPOTLIGHT

- Public Works
- Engineering
- Public Utilities
- Innovation and Technology
- External Relations/CDBG
- Office of the City Manager



HIGH LEVEL KPIs WE WILL BE MONITORING TO MEASURE PROGRESS

- Keep Level of Service (LOS) regarding traffic congestion at a B grade or higher.
- Maintain Pavement Condition Index (PCI) of City roads at >85% annually.
- Ensure volume of storage capacity of water drainage system is available.
- Maintain TCEQ rating with zero violations.
- Ensure water flow is at 180 GPD per person.
- Promote broadband connections by having 65% of eligible households connected to the City's Fiber Optic internet service.
- Improve City building, facilities, and capital equipment through the completion of Maintenance Plan.

IF.1 Expand and maintain city roadways.

1

IF.1.1 Maintain road surfaces at acceptable level (repavement, potholes, street sweeping, curb and gutter crack sealer).

IF.1.2 Expand existing roadways and construct new roads in accordance with the City's Thoroughfare Plan.

IF.1.3 Formalize and implement a street maintenance and improvement plan.

IF.2 Maintain and improve storm water drainage system.

2

IF.2.1 Fulfill the City's Drainage Master Plan.

IF.2.2 Formalize and implement a storm drainage system maintenance and resiliency plan.

IF.2.3 Develop and formalize public outreach programs to educate the community on storm water drainage.

IF.3 Maintain superior water quality and supply.

3

IF.3.1 Maintain current superior water quality rating.

IF.3.2 Expand and ensure adequate water supply (water plant improvements and reservoirs).

IF.3.3 Upgrade and actively maintain existing water system infrastructure in accordance with the Water System Master Plan.

IF.4 Maintain and improve wastewater system.

4

IF.4.1 Ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations.

IF.4.2 Minimize the number and duration of unplanned utility service disruptions.

IF.4.3 Identify and support upgrades and improvements to increase operational efficiency and effectiveness.

IF.4.4 Implement the recommended improvements in the 2018 Wastewater Master Plan.

IF.5 Develop and install the city wide broadband infrastructure.

5

IF.5.1 Complete citywide broadband installation.

IF.5.2 Establish partnerships with school districts, universities, and colleges within Pharr.

IF.5.3 Discuss and explore broadband service expansion opportunities with neighboring cities.

IF.6 Maintain and improve city buildings, facilities, and capital equipment.

6

IF.6.1 Create Building Maintenance division.

IF.6.2 Create maintenance and improvement plan for city buildings, facilities, and capital equipment.



QUALITY OF LIFE (QL)

The City of Pharr has established itself as a welcoming, connected, and vibrant community. The City is dedicated to delivering services and events that enhance the quality of life for all citizens. Pharr focuses on providing a clean and aesthetically pleasing environment with outstanding municipal services, easy access to healthcare, and a diverse array of recreational programs and amenities and cultural events. The City is committed to maintaining these community characteristics while enhancing its efforts on diversity, equity, and inclusion as well as promoting an environment which fosters health and wellness in the community. Pharr is devoted to creating an environment that its citizens are proud to call their home.



QUALITY OF LIFE



QL DEPARTMENT SPOTLIGHT

- Office of City Manager
- Municipal Library
- Parks & Recreation
- Human Resources
- Public Works
- Development Services



HIGH LEVEL KPIs WE WILL BE MONITORING TO MEASURE PROGRESS

- Annual Citizen Survey satisfaction results regarding cultural and recreational programs, events, and facilities.
- Total number of health and wellness programs per year.
- Obtainment of beautification awards.

QL.1 Enhance cultural and recreational programs, events and facilities.

1

QL.1.1 Enrich current recreation, arts, and cultural programs to ensure they are diverse, inclusive, and accessible to all.

QL.1.2 Deliver quality city events.

QL.1.3 Maintain and update current park and trail facilities.

QL.2 Support an environment that fosters health and wellness.

2

QL.2.1 Adopt an active transportation master plan and develop its projects to increase the safety and wellness of our community.

QL.2.2 Increase public utilization of city facilities and participation in recreational programs.

QL.2.3 Expand current health and wellness community training efforts for the public (lunch and learns, stop the bleed, CPR, yoga in the park, etc.).

QL.3 Improve community appearance.

3

QL.3.1 Reinforce and expand city beautification programs to promote neighborhood integrity.

QL.3.2 Increase public education programs concerning environmental issues.

QL.3.3 Develop a curbside recycling program.





ECONOMIC VITALITY (EV)

The City of Pharr remains a welcoming business environment committed to crafting Pharr into a regional destination to live, work, and play. The City strives to create and identify opportunities to recruit new investors, promote the continued growth of established businesses, optimize operations of the Pharr International Bridge, and generate well-paying jobs for citizens. As the City's economy and trade continue to grow, its goals do not solely rely on fiscal sustainability but also on adaptability in the face of future economic, political, technological, or demographic changes. Commitment to the Strategic Objective of economic vitality requires an emphasis on economic diversity, foresight, workforce development and recruitment, and a continuation of high levels of service for citizens.



EV DEPARTMENT SPOTLIGHT

- Office of City Manager
- Development Services
- Office of City Communications
- International Bridge
- CDBG/Grants



HIGH LEVEL KPIs WE WILL BE MONITORING TO MEASURE PROGRESS

- Population growth.
- Commercial and residential property tax revenue increase.
- Increase in passenger and commercial truck crossing at the Pharr International Bridge.
- Percentage of downtown commercial vacancies.

EV.1 Develop Pharr's image as a regional destination to work, live, and play.

1

EV.1.1 Grow and retain employment opportunities in the city.

EV.1.2 Support collaborative efforts with local school districts, universities and the Texas Workforce Commission (TWC) to promote career development.

EV.2 Create opportunities that encourage investment in commercial and residential areas.

2

EV.2.1 Identify development opportunities and implement a marketing plan to promote key locations for business and industry.

EV.2.2 Create database for registering and tracking Pharr businesses.

EV.2.3 Collaborate with partners to increase effectiveness of business retention and expansion efforts.

EV.2.4 Create the Unified Development Code (UDC) to streamline the development process.

EV.3 Optimize the operations of the Pharr International Bridge.

3

EV.3.1 Increase bridge crossings and revenues.

EV.3.2 Complete scheduled projects.

EV.3.3 Develop master plan for maintenance and repair.

EV.4 Create a thriving downtown economy.

4

EV.4.1 Create a downtown revitalization committee.

EV.4.2 Develop and implement commercial downtown revitalization programs.



SOUND GOVERNANCE & FISCAL SUSTAINABILITY (SG)

The City of Pharr is entrusted with the obligation of guaranteeing that all tax dollars and city funds are expended in the most efficient manner possible and to meet the needs of the community. As trustees of constituent tax dollars, the City prioritizes its financial stability and plans responsibly to ensure uninterrupted and high-quality services are delivered to the residents. In addition to fiscal sustainability, sound governance is also required to ensure an effective management of City resources and a commitment to residents' needs. Standardizing internal controls for all departments, providing regular ethics training, and focusing on continuous improvement are key to supporting a transparent government. The City prides itself on its current recognitions and awards for transparency efforts; however, it is dedicated to expanding its transparency. The City of Pharr, its elected officials, and staff have made a commitment to serve the public and will continue to fulfill this promise with integrity in an ethical and fiscally responsible manner.



SOUND GOVERNANCE & FISCAL SUSTAINABILITY



SG DEPARTMENT SPOTLIGHT

- Finance
- Office of the City Manager
- Office of Organizational and Strategic Excellence
- Purchasing
- Human Resources
- Office of City Communications



HIGH LEVEL KPIs WE WILL BE MONITORING TO MEASURE PROGRESS

- Total number of days in the Fund Balance.
- Total number of audit findings.
- Number of recognitions.
- Number of fraud reports.

SG.1 Maintain the financial stability of the City.

1

SG.1.1 Accurately budget for operations & maintenance.

SG.1.2 Monitor operations and costs.

SG.1.3 Increase the City's credit worthiness.

SG.1.4 Research methods to diversify revenue streams and increase non-tax revenues.

SG.2 Expand internal controls and receive clean opinion from external auditors.

2

SG.2.1 Formalize Standard Operating Procedures (SOP) for internal departments.

SG.2.2 Provide trainings to city departments regarding Finance and Purchasing policies and procedures.

SG.2.3 Develop complimentary internal audits.

SG.3 Continue to excel in fiscal transparency.

3

SG.3.1 Sustain transparency efforts in Traditional Finances, Debt Obligations, and Budget Presentation.

SG.3.2 Receive Certificate of Achievement in Financial Reporting (COA) award.

SG.3.3 Increase transparency in relation to Contracts and Procurement Processes, Economic Development, and Public Pensions.

SG.4 Support a transparent and inclusive government.

4

SG.4.1 Ensure ethical behavior by all city officials and employees.

SG.4.2 Offer all city communications in both English and Spanish.

SG.4.3 Develop boards and commissions manual of operations.



SAFE & SECURE COMMUNITY (SSC)

The City of Pharr is committed to keeping every member of the community safe. From police, fire, emergency medical services, public safety communications, and emergency management to the animal control services and code enforcement staff, each plays a vital role in creating a community where everyone feels safe and secure. The City is committed to providing public safety employees with the training, equipment, and other resources required to deliver the highest level of service to the community. While a safe and secure community is ultimately the City's responsibility, the City recognizes that members of the community play a vital role in keeping the City safe. The City is dedicated to educating citizens on the importance of safety and how they can contribute to their community's security. Finally, the City is also responsible for designing a resilient strategy capable of preparing for, mitigating, responding to, and recovering from emergencies and disasters – both natural and manmade. The City will continue to work tirelessly to provide community safety services that are efficient and effective, to educate citizens on important safety concerns, and develop a resilience and disaster mitigation strategy. All of these items combined will ensure that the community is kept safe and secure.



SAFE & SECURE COMMUNITY



SSC DEPARTMENT SPOTLIGHT

- Police Department
- Public Works
- Code Compliance
- Fire Department
- Emergency Medical Services
- Public Safety Communications
- Office of Emergency Management



HIGH LEVEL KPIs WE WILL BE MONITORING TO MEASURE PROGRESS

- Ensure citizen satisfaction with Police services exceeds 80%.
- Maintain Crime Rate Index below both state and national levels.
- Reduce fire fatalities to be lower than state and national rates.
- Maintain that 90% of calls have a total response time under 8 minutes for EMS.
- Maintain average dispatch time of under 60 seconds for public services.
- Ensure citizens feel prepared for natural disasters and other emergencies.

SSC.1 Continue efforts to build trust, transparency, and accountability in the City's policing services.

1

SSC.1.1 Improve community engagement and awareness in Pharr.

SSC.1.2 Maintain high visibility patrol and proactive quality enforcement.

SSC.1.3 Improve accessibility to policing, code enforcement, animal control services, etc. for all citizens.

SSC.1.4 Continue to grow the police force to meet the needs of a growing city.

SSC.2 Optimize fire protection services.

2

SSC.2.1 Assure response times meet and exceed NFPA standards.

SSC.2.2 Ensure adequate staffing levels meet the community needs in line with the ISO standard.

SSC.2.3 Increase community education and outreach efforts through increased attendance rates at events.

SSC.3 Ensure high quality EMS care and services.

3

SSC.3.1 Ensure timely delivery of EMS care and services.

SSC.3.2 Increase community education and outreach.

SSC.3.3 Actively develop EMS staff to reach the Advanced EMT - Paramedic Certification/License.

SSC.4 Maintain emergency dispatch time for Public Safety.

4

SSC.4.1 Offer continuous training for city telecommunications officers.

SSC.4.2 Guarantee timely response to emergency calls.

SSC.4.3 Create Non-Emergency Medical Transfer Unit.

SSC.5 Enhance community preparedness for natural disasters and other emergencies.

5

SSC.5.1 Improve the Emergency Management Program.

SSC.5.2 Promote safety and readiness through community outreach efforts.

SSC.5.3 Develop consistent ongoing training to develop/enhance knowledge and skills throughout the workforce. (NIMS training, COOP, Succession Planning, Table Top Exercises).

APPENDIX A- PESTEL ANALYSIS



POLITICAL

- Mayor & City Commission election (May 2023)
- Twin bridge expansion (Fall 2024)
- New Mexican officials
- Re-districting (new rep)
- New legislature (2023)
- Governor election (Nov. 2022)



ECONOMIC

- Twin bridge expansion (Fall 2024)
- ETJ expansion
- American Rescue Plan
- Housing increase
- EMS revenue
- Broadband (increased revenue and decrease operational costs)
- Health care facilities (investment)



SOCIAL

- Decrease of the Winter Texan population
- Increase in transient population (~ +20%)



TECHNOLOGICAL

- Installation of broadband infrastructure
- Installation of smart water meters (labor & cost savings)

ENVIRONMENTAL

- Development, construction, and infrastructure
- Environmental permits (tight regulations)
- Increased frequency and duration of heavy storms

LEGAL

- Property tax laws (ongoing changes)
- City liability (ongoing changes)
- Unfunded benefit mandates (PD)
- TCEQ (environmental regulations and process)

APPENDIX B- VRIN ANALYSIS



VALUABLE



- Permit cycle time (regional leader)
- International commercial bridge
- Excellence every day (workforce and culture)
- Unified public communications dispatching
- Air medical services (airplane and helicopter)
- Progressive and innovative leadership

RARE



- International commercial bridge
- Municipal broadband service infrastructure
- Pursuit of performance excellence (regional leader, pursuit of awards)
- Growth capability (land and resource availability)
- Air medical services (airplane and helicopter)
- Hazmat team
- Technical response unit

INIMITABLE



- International commercial bridge
- Location (HUB)

NON-SUBSTITUTABLE



- International commercial bridge
- Land availability
- Water

APPENDIX C- SWOT ANALYSIS



STRENGTHS

- Ability to adapt to the environment
- Municipal excellence and service growth (EMS, fiber, teamwork, knowledge, experienced staff, etc.)
- Own/operate international bridge at a profit
- Ability to create and sustain strategic partnerships (UTRGV, MPO, STC, ISDs, etc.)
- Innovative and progressive leadership
- Balanced income stream (financial stability)
- State of the art facilities (Comms center, recreation, etc.)
- Competitive incentives, streamlined development process
- Open land within corporate limits (development)



WEAKNESSES

- High turnover rate
- Transfer of knowledge (new hire onboarding programs, systems, trainings, loss of institutional knowledge, OTJ, etc.)
- Documentation and standardization (process, procedures, SOPs, etc.)
- Aging infrastructure (water supply)
- Geography/topography (water drainage)
- Traffic congestion
- Lack of hospitals within city limits
- Lack of public transportation
- Communication (inter-departmental)



OPPORTUNITIES

- On-boarding
- Ability to expand city corporate limits
- Marketing and branding (perception)
- Golf course
- Staff retention and development
- Economic development
- Expanding strategic partnerships
- Municipal solid waste collection
- Operational excellence
- Bridge support services (shortage of drivers-driving school)
- Public education (technology, soft skills, business, etc.)
- Revitalization of downtown area (aesthetics, structure, etc.)



THREATS

- Ability to adapt to the environment
- Loss of employees to competitors (higher salary, positions, etc.)
- Mother Nature (storms, severity, occurrences, etc.)
- Negative perception (social media posts, misinformation, etc.)
- Finite availability of water inflation rate (CO and bond spending)
- Election results/threats (legislations against cities)
- Immigration influx/crisis
- Border politics/violence
- Cyber/terrorist attacks
- Tightening of environmental permits and regulations

APPENDIX D- STRATEGIC ROADMAP

Service Excellence				KPI / Progress:		Budget Variance / Employee		
SE.1	Support the City's culture of "Excellence Every Day" by providing equitable access to efficient, effective, and culturally responsive services.			KPI:		ACS Overall Satisfaction Rate		
				Target:		80% or higher Annual		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SE.1.1	Align departmental goals, action plans, and KPI's with the City's Strategic Plan.	Completion Rate	100%	100%	Ongoing	OSE	SL	Monthly
SE.1.2	Develop customer service management system to measure satisfaction to promote Service Excellence.	Completion Rate	100%	100%	September 2022	City Clerk	SL	Monthly
SE.1.3	Develop and implement an employee engagement program.	Completion Rate	100%	100%	June 2022	HR	SL	Monthly
SE.1.4	Develop and implement a continuous improvement and innovation program.	Completion Rate	100%	75%	December 2022	OSE	N/A	Monthly
SE.2	Support a diverse, high-performing, and engaged workforce.			KPI:		Turnover Rate (Annualized or R4Q)		
				Target:		< national average (~18%)		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SE.2.1	Promote a fair, equitable, and inclusive workplace environment.	AES	> 80% Satisfaction - DEI	> 80% Satisfaction - DEI	Ongoing	HR	Library	Annual
SE.2.2	Improve employee communication (city notifications, peer-to-peer, employee-to-supervisor, dept.-to-dept.).	AES	> 80% Satisfaction - Comm.	> 80% Satisfaction - Comm.	Ongoing	HR	SL	Annual
SE.2.3	Ensure fair and equitable compensation and a competitive benefits package.	% Employees at Market Rate	100%	25%	Ongoing	OCM	HR	Annual
SE.2.4	Enhance employee engagement and improve satisfaction results from AES using citywide and department-specific action planning.	Completion Rate	100%	100%	June 2022	OSE	SL	Annual

SE.3	Train and develop a skilled and resilient workforce.			KPI:		Training Hours / Employee (Annual)		
				Target:		Tier 1: 10 Hours (entry-level) Tier 2: 20 Hours (managers, FLS) Tier 3: 40 Hours (SL and AD)		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SE.3.1	Invest in the professional growth and development of employees through training, education, and mentorship opportunities.	Training \$ / Employee	\$1,000 / employee per year	\$700 / employee per year	Ongoing	Finance	HR	Monthly
SE.3.2	Ensure the recruitment and selection process is fair and emphasizes diversity, equity, and inclusion.	Completion Rate	100%	100%	September 2022	HR	SL	Monthly
SE.3.3	Review current and/or standardize pay scale based on education, certifications, etc.	Completion Rate	100%	50%	June 2023	HR	SL	Monthly
SE.3.4	Develop Job/Skill Matrix.	Completion Rate	100%	50%	September 2023	HR	SL	Monthly
SE.3.5	Enhance/formalize succession plans.	Completion Rate	100%	100%	September 2022	OSE	SL	Monthly

Infrastructure				KPI / Progress:		(Capital + Maint.) / Capita		
IF.1	Expand and maintain city roadways.			KPI:		Level of Service(LOS) Congestion (Traffic)		
				Target:		Level of Service (LOS) B		
				KPI:		Pavement Condition Index		
				Target:		> 85% Annual		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
IF.1.1	Maintain road surfaces at acceptable level (repavement, potholes, street sweeping, curb and gutter crack sealer).	% of Roadway Miles in Good or Better Condition	85% of Roadway Miles in Good or Better Condition	85% of Roadway Miles in Good or Better Condition	September 2024	Public Works	Engineering	Monthly
IF.1.2	Expand existing roadways and construct new roads in accordance with the City's Thoroughfare Plan.	Completion Rate	100%	70%	Ongoing	Engineering	Public Works	Monthly
IF.1.3	Formalize and implement a street maintenance and improvement plan.	Completion Rate	100%	75%	December 2022	Engineering	Public Works	Monthly
IF.2	Maintain and improve storm water drainage system.			KPI:		Available Volume of Storage Capacity @x		
				Target:		100%		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
IF.2.1	Fulfill the City's Drainage Master Plan.	Completion Rate	100%	40%	Ongoing	Engineering	N/A	Quarterly
IF.2.2	Formalize and implement a storm drainage system maintenance and resiliency plan.	Completion Rate	100%	50%	December 2022	Engineering	Public Works	Monthly
IF.2.3	Develop and formalize public outreach programs to educate the community on storm water drainage.	Completion Rate	100%	100%	June 2022	Public Works	Engineering	Monthly

IF.3	Maintain superior water quality and supply.	KPI:		TCEQ Rating				
		Target:		0 violations				
		KPI:		GPD per person				
		Target:		180 gallons				
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
IF.3.1	Maintain current superior water quality rating.	# of violations	0	0	Ongoing	P.U.	N/A	Monthly
IF.3.2	Expand and ensure adequate water supply (water plant improvements and reservoirs).	Capacity and supply	19 MGD Capacity 8-day supply at 8.5 MGD	26.5 MGD Capacity 15-day supply at 8.5 MGD	September 2025	P.U.	N/A	Monthly
IF.3.3	Upgrade and actively maintain existing water system infrastructure in accordance with the Water System Master Plan.	Completion Rate # of lines replaced	100%	35%	December 2023	P.U.	N/A	Monthly
IF.4	Maintain and improve wastewater system.	KPI:		% of sewer lines cleaned				
		Target:		100 % (276 miles)				
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
IF.4.1	Ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations.	# of violations	0	0	Ongoing	P.U.	N/A	Monthly
IF.4.2	Minimize the number and duration of unplanned utility service disruptions.	# of sanitary sewer overflows from publicly owned sanitary sewer system (excluding Storms)	0 sanitary sewer overflow	0 sanitary sewer overflow	Ongoing	P.U.	N/A	Monthly
IF.4.3	Identify and support upgrades and improvements to increase operational efficiency and effectiveness.	Completion Rate	100%	100%	Ongoing	P.U.	N/A	Monthly
IF.4.4	Implement the recommended improvements in the 2018 Wastewater Master Plan.	Completion Rate	100%	50%	September 2027	P.U.	N/A	Monthly

IF.5	Develop and install citywide broadband infrastructure.				KPI:	% of Connected Households		
					Target:	65% of 24,000 possible connections.		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
IF.5.1	Complete citywide broadband installation.	Completion Rate	100%	100%	September 2022	IT	N/A	Bi-Weekly
IF.5.2	Establish partnerships with school districts, universities, and colleges within Pharr.	% of School Districts in City Limits	100%	2	January 2023	External Relations	IT	Bi-Weekly
IF.5.3	Discuss and explore broadband service expansion opportunities with neighboring cities.	# of Cities	4	0	December 2026	External Relations	IT	Monthly
IF.6	Maintain and Improve City Buildings, Facilities & Capital Equipment.				KPI:	Completion of Maintenance Plan		
					Target:	100%		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
IF.6.1	Create Building Maintenance division.	Completion Rate	100%	50%	October 2023	OCM	Parks	Quarterly
IF.6.2	Create maintenance and improvement plan for city buildings, facilities, and capital equipment (>\$100K).	Completion Rate	100%	0%	March 2024	Maintenance Dept.	N/A	Monthly

Quality of Life				KPI / Progress:		Survey Rating / Year		
QL.1	Enhance cultural and recreational programs, events, and facilities.			KPI:		ACS Results		
				Target:		> 80% Satisfaction (Specific Question)		
Action No	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
QL.1.1	Enrich current recreation, arts, and cultural programs to ensure they are diverse, inclusive, and accessible to all.	Seasonal Surveys	> 80% Satisfaction	> 80% Satisfaction	Ongoing	Library	Parks	Quarterly
QL.1.2	Deliver quality city events.	Attendance and Satisfaction Rate	DOE size (attendance rate) >80% Satisfied	DOE size (attendance rate) >80% Satisfied	Ongoing	OCM	SL	After Action Review Meetings
QL.1.3	Maintain and update current park and trail facilities.	ACS	> 80% Satisfaction	> 80% Satisfaction	Ongoing	Parks	N/A	Annual
QL.2.	Support an environment that fosters health and wellness.			KPI:		# of Programs		
				Target:		12 Program		
Action No	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
QL.2.1	Adopt an active transportation master plan and develop its projects to increase the safety and wellness of our community.	Completion Rate	100%	60.00%	February 2023	Engineering	Public Works	Quarterly
QL.2.2	Increase public utilization of city facilities and participation in recreational programs.	# of Participants	2.5% Increase in usage Annual	2.5% Increase in usage Annual	Ongoing	Parks	N/A	Monthly
QL.2.3	Expand current health and wellness community training efforts for the public (lunch and learns, stop the bleed, CPR, yoga in the park, etc.).	# of Participants (% Capacity)	>80% capacity	>80% capacity	Ongoing	HR	Community Liaison / OCC	Monthly
QL.3	Improve community appearance.			KPI:		Keep Pharr Beautiful Award		
				Target:		Annual		
Action No	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
QL.3.1	Reinforce and expand city beautification programs to promote neighborhood integrity.	# of Programs	10 per year	10 per year	Ongoing	Public Works	Code, Parks	Monthly
QL.3.2	Increase public education programs concerning environmental issues.	# of Programs	5 per year	5 per year	December 2023	Public Works	Public Utilities, Code, Parks, Library	Monthly
QL.3.3	Develop a curbside recycling program.	Completion Rate	100.00%	25.00%	December 2022	Public Works	N/A	Monthly

Economic Vitality			KPI / Progress:			City Revenue / Month		
EV.1	Develop Pharr's image as a regional destination to work, live, and play		KPI:			Population Growth		
			Target:			1% growth Annual		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
EV.1.1	Grow and retain employment opportunities in the city.	Annual Unemployment Rate	Below National/State Average	Below National/State Average	Ongoing	OCM, PEDC, & GPCC	N/A	Monthly
EV.1.2	Support collaborative efforts with local school districts, universities and the Texas Workforce Commission (TWC) to promote career development.	# of Specialized Programs	10 Specialized Programs	10 Specialized Programs	Ongoing	OCM,SL PEDC, & GPCC	N/A	Monthly
EV.2	Create opportunities that encourage investment in commercial and residential areas.		KPI:			Commercial & Residential Property Tax Revenue		
			Target:			5% Increase		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
EV.2.1	Identify development opportunitites and implement a marketing plan to promote key locations for business and industry.	Completion Rate	100%	75%	January 2023	OCC, PEDC, & Development Services	N/A	Monthly
EV.2.2	Create database for registering and tracking Pharr businesses.	Completion Rate	100%	75%	January 2023	GPCC & Development Services	N/A	Monthly
EV.2.3	Collaborate with partners to increase effectiveness of business retention and expansion efforts.	# Business Closures	<10%	<10%	Ongoing	PEDC, GPCC, & Development Services	N/A	Quarterly
EV.2.4	Create the Unified Development Code (UDC) to streamline the development process.	Completion Rate	100%	100%	October 2022	Development Services	N/A	Monthly

EV.3	Optimize the operations of the Pharr International Bridge.		KPI:			Bridge crossings (passenger and truck)		
			Target:			3% increase YOY		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
EV.3.1	Increase bridge crossings and revenues.	% Change in Bridge Revenues	>10% YOY	>10% YOY	Ongoing	Bridge	N/A	Monthly
EV.3.2	Complete scheduled projects.	Completion Rate	100%	50%	Ongoing	Bridge	N/A	Monthly
EV.3.3	Develop master plan for maintenance and repair.	Completion Rate	100%	50%	September 2023	Bridge	N/A	Quarterly
EV.4	Create a Thriving Downtown Economy.		KPI:			% Commercial Vacancies (Downtown Areas)		
			Target:			< 10 %		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
EV.4.1	Create a downtown revitalization committee.	Completion Rate	100%	50%	December 2022	OCM	CDBG & Development Services	Quarterly
EV.4.2	Develop and implement commercial downtown revitalization programs.	Completion Rate	100%	10%	December 2023	CDBG	Development Services & PEDC	Quarterly

Sound Governance and Fiscal Sustainability				KPI / Progress:		Total No. of Findings / Capita		
SG.1	Maintain the financial stability of the city.			KPI:		# of Days in Fund Balance		
				Target:		90 Days		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SG.1.1	Accurately budget for operations and maintenance.	% budget used	≤100%	≤100%	Ongoing	Finance	SL	Yearly
SG.1.2	Monitor operations and costs.	# Budget Adjs	5 per department	5 per department	Ongoing	Finance	SL	Monthly
SG.1.3	Increase the City's credit worthiness.	Bond Rating	AA	AA-	September 2027	Finance	N/A	Yearly
SG.1.4	Research methods to diversify revenue streams and increase non-tax revenues.	YOY % increase	3%	3%	Ongoing	OCM	As Applicable	Monthly
SG.2	Expand internal controls and receive clean opinion from external auditors.			KPI:		# of Audit Findings		
				Target:		0		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SG.2.1	Formalize Standard Operating Procedures (SOP) for internal departments.	Completion Rate	100%	50%	December 2024	OSE	Finance, Purchasing, IT, OCC, Legal, and HR	Quarterly
SG.2.2	Provide trainings to city departments regarding Finance and Purchasing policies and procedures.	# Trainings	2 per year	2 per year	Ongoing	Finance/ Purchasing	N/A	Yearly
SG.2.3	Develop complimentary internal audits.	Completion Rate	100%	25%	October 2024	Purchasing	Finance & OCM	Quarterly

SG.3	Continue to excel in fiscal transparency.			KPI:		# of Recognitions		
				Target:		5		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SG.3.1	Sustain transparency efforts in Traditional Finances, Debt Obligations, and Budget Presentation.	Submission	Obtain Awards	Obtain Awards	Annual	Finance	N/A	Annual
SG.3.2	Receive Certificate of Achievement in Financial Reporting (COA) award.	Submission	Obtain Award	Obtain Award	Annual	Finance	N/A	Annual
SG.3.3	Increase transparency in relation to Contracts and Procurement Processes, Economic Development, and Public Pensions.	Submission	Obtain Awards	Obtain Awards	Annual	Purchasing & HR	N/A	Annual
SG.4	Support a transparent and inclusive government.			KPI:		# Fraud Reports		
				Target:		0		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SG.4.1	Ensure ethical behavior by all city officials and employees.	% of employees/officials trained on ethical behavior	100%	75%	September 2023	OCM	Legal	Yearly
SG.4.2	Offer all city communications in both English and Spanish.	% of city communications	100%	100%	December 2022	OCC	OCC	Monthly
SG.4.3	Develop boards and commissions manual of operations.	Completion Rate	100%	100%	September 2022	City Clerk	Legal	Monthly

Safe & Secure Community				KPI / Progress:		Total No. of Incidents / Capita		
SSC.1	Continue efforts to build trust, transparency, and accountability in the City's policing services.			KPI:		Citizen satisfaction with police services / Crime Rate Index		
				Target:		> 80% Satisfaction Rating		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Monthly
SSC.1.1	Improve community engagement and awareness.	# of Programs (Reaching Separate Demographics)	12 Programs per year	12 Programs per year	Ongoing	PD	N/A	Monthly
SSC.1.2	Maintain high visibility patrol and proactive quality enforcement.	Traffic Contacts: Citations and Warnings	<20% Variance Month to Month	<20% Variance Month to Month	Ongoing	PD	N/A	Monthly
SSC.1.3	Improve accessibility to policing, code enforcement, animal control services, etc. for all citizens.	Response Time / Pharr 311 App	< 4 Min./ DOI	< 4 Min./ DOI	Ongoing	PD, Public Works, & Code Compliance	N/A	Quarterly
SSC.1.4	Continue to grow the police force to meet the needs of a growing city.	# Officers / Capita & # Vacancies	Matches comparable cities & maintain at least 95% staffing year round	Matches comparable cities & maintain at least 95% staffing year round	Ongoing	PD	N/A	Annual
SSC.2	Optimize fire protection services.			KPI:		Fire Fatalities		
				Target:		0		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SSC.2.1	Assure response times meet and exceed NFPA standards.	Response Time	<5 Min.	<5 Min.	Ongoing	Fire	N/A	Monthly
SSC.2.2	Ensure adequate staffing levels meet the community needs in line with the ISO standard.	ISO Standard (# of Firefighters/ Fire Apparatus)	4 per apparatus	4 per apparatus	Ongoing	Fire	N/A	Monthly
SSC.2.3	Increase community education and outreach efforts through increased attendance rates at events.	# Participants at events	10% of population Annually	10% of population Annually	Ongoing	Fire	N/A	Monthly
SSC.3	Ensure high quality EMS care and services.			KPI:		% Calls under 8 minutes		
				Target:		90%		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SSC.3.1	Ensure timely delivery of EMS care and services.	Response Time	<6 min	<6 min	Ongoing	E.M.S.	N/A	Monthly
SSC.3.2	Increase community education and outreach.	# of Participants	10% of population Annually	10% of population Annually	Ongoing	E.M.S.	N/A	Monthly
SSC.3.3	Actively develop EMS staff to reach the Advanced EMT - Paramedic Certification/License.	% Staff With Paramedic Cert/License	90%	40%	January 2025	E.M.S.	N/A	Monthly

SSC.4	Maintain emergency dispatch time for Public Safety.			KPI:		Average Dispatch time of Emergency Services		
				Target:		< 60 Seconds		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SSC.4.1	Offer continuous training for City telecommunications officers.	# of Hours / TCO	40	40	3 Months from Start Date	P.S.C.	N/A	Monthly
SSC.4.2	Guarantee timely response to emergency calls.	% Calls answered within 15 seconds	90%	90%	Ongoing	P.S.C.	N/A	Monthly
SSC.4.3	Create Non-Emergency Medical Transfer Unit.	Completion Rate	100%	100%	October 2022	P.S.C.	N/A	Monthly
SSC.5	Enhance community preparedness for natural disasters and other emergencies.			KPI:		% of Citizens enrolled in Code Red		
				Target:		60% of population		
Action No.	Description of Action	KPI/Progress	Target	Target FY 2022	Due Date	Primary Owner	Sub Owner(s)	Update
SSC.5.1	Improve the Emergency Management Program .	Completion Rate	100%	50%	January 2023	OEM	N/A	Quarterly
SSC.5.2	Promote safety and readiness through community outreach efforts.	# of public outreach initiatives	10 per year	5	February 2023	OEM	N/A	Semi Annual
SSC.5.3	Develop consistent ongoing training to develop/enhance knowledge and skills throughout the workforce. (NIMS training, COOP, Succession Planning, Table Top Exercises).	% of Employees Trained	100%	50%	January 2024	OEM	N/A	Quarterly



WE ARE

TEAM
PHARR

A central graphic featuring the text 'WE ARE TEAM PHARR' in a bold, sans-serif font. The word 'WE ARE' is in blue and oriented vertically on the left. 'TEAM PHARR' is in white, with 'PHARR' being significantly larger. A large, stylized yellow star is positioned to the right of the text. A white swoosh underline is beneath the word 'PHARR'.



Excellence
EVERY DAY





The University of Texas
Rio Grande Valley



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: May 12, 2022

MEETING DATE: May 16, 2022

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing four (4) members to the Pharr Memorial Library Advisory Board.

Classification: Regular

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

Issue: Library board member reappointments. The following Library Board Members would like to continue to serve on the board.

Emma Rosalez-Garcia

Claudia Garcia

Diana Ruiz

Olga L. Cardoza

Fiscal Consideration: NA

Staff Recommendation: Staff recommends reappointment of listed library board members.

Alternatives: None

Exclude Material from Public Packet? No

Reason: None

ROUTING:

Adolfo Garcia

Adolfo Garcia

Annie Reeves

Patricia Rigney

City Management Office

Created/Initiated - 5/12/2022

Approved - 5/12/2022

Approved - 5/12/2022

Approved - 5/12/2022

Final Approval - 5/12/2022

STATE OF TEXAS §
COUNTY OF HIDALGO § **R E S O L U T I O N**
CITY OF PHARR § **NO: R-2022-__**

WHEREAS, the Board of Commissioners has created and appointed a Library Board composed of seven (7) members who shall be residents of the City of Pharr; and

WHEREAS, the Board of Commissioners on July 17, 2007, by ordinance amended the Library Board to be composed of nine (9) regular members and one (1) ex-officio member; and

WHEREAS, the terms of Emma Rosales-Garcia, Claudia Garcia, Diana Ruiz, and Olga L. Cardoza will expire on June 3, 2022; and

WHEREAS, appointment/re-appointment of four (4) members is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT the following residents of the city of Pharr are hereby appointed.

NAME:	LENGTH OF TERM:
1. _____	2 –Year term (to expire 06/03/24)
2. _____	2 –Year term (to expire 06/03/24)
3. _____	2 –Year term (to expire 06/03/24)
4. _____	2 –Year term (to expire 06/03/24)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Olga Lerma, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing one (1) member to the Community Development Council.

Classification: Regular

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

Issue: The member up for reappointment is Rene Cantu. His expiring term is 06/18/2022 and he will re-enlist for a 2-year term that will end on 6/19/2024.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the re-appointment of Rene Cantu (2) Year-Term

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Lerma
Cynthia Garza
Anali Alanis
Patricia Rigney
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/10/2022
Approved - 5/10/2022
Approved - 5/10/2022
Final Approval - 5/12/2022

RESOLUTION NO. R-2022-____

WHEREAS, there is hereby created a City Community Development Council which serves in an advisory capacity to the Board of Commissioners, and its purpose is to review and coordinate data, vote on agenda items and to assist in the development of a system of priorities in the area of Community Development for the City of Pharr; and

WHEREAS, to the terms of Rene Cantu (CT215) will expire on June 18, 2022; and

WHEREAS, the re-appointment of (1) members needs to be made at this time.

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

The following residents of the City of Pharr are hereby appointed members of the Community Development Council:

	NAME	CENSUS TRACT	LENGTH OF TERM
1.	<u>Rene Cantu</u>	215	2-Year term (expiring 06/18/24)

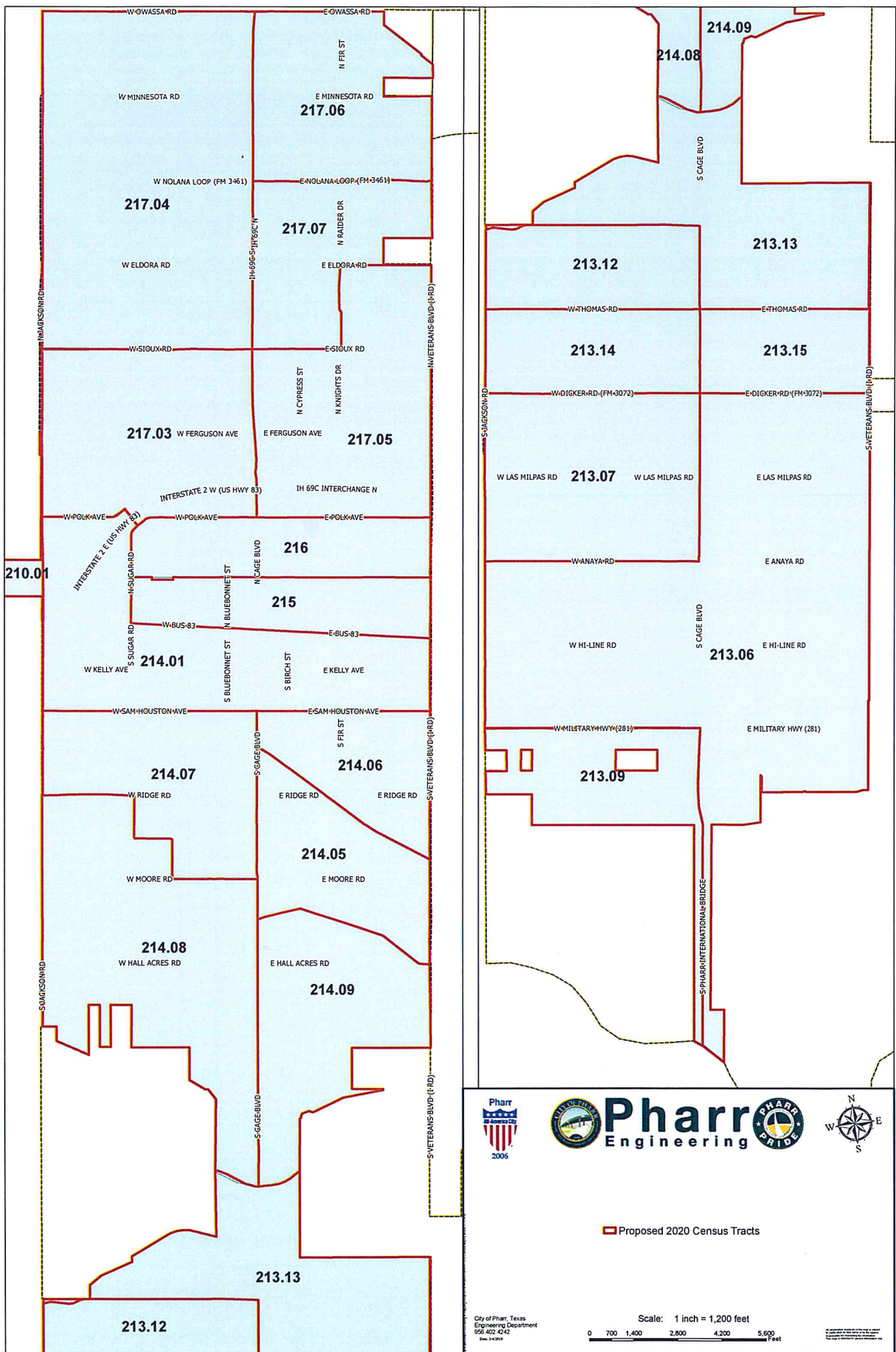
PASSED AND APPROVED this 16th day of May 2022, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Proposed 2020 Census Tracts

Scale: 1 inch = 1,200 feet

0 700 1,400 2,800 4,200 5,600 Feet

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 3/4/2019

PHARR PRIDE
The official seal of the City of Pharr, Texas, is a symbol of the city's pride in its heritage and its commitment to the future. It features a star in the center, surrounded by the words "PHARR PRIDE" and "The official seal of the City of Pharr, Texas".

COMMUNITY DEVELOPMENT COUNCIL

APPOINTMENT SCHEDULE

	NAME	CENSUS TRACT	TERM	EXPIRATION DATE
1.	Jose G. Rodriguez	213	3 Yrs	03-21-2025
2.	Jose Palomin	213	3Yrs	03-21-2025
3.	Olga Cardoza	214	3 Yrs	03-21-2025
4.	Lucio Gaitan	214	2 Yrs	03-21-2024
5.	Norma Treviño	215	1 Yr	03-21-2023
6.	Rene Cantu, Chairman	215	2 Yrs	06-19-2022
7.	Marco Gonzalez	216	3 Yrs	03-21-2025
8.	Danny Smith	216	3 Yrs	03-21-2025
9.	Joe Hinojosa	217	1Yr	03-21-2023
10.	Belia Garcia	217	2 Yrs	03-17-2023
11.	Romeo Robles Jr	At Large	2 Yrs	03-19-2023

Reappoint



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: May 9, 2022

MEETING DATE: May 16, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Management

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on approval of the City of Pharr Basic Emergency Management Plan for submittal to the Texas Division of Emergency Management.

Classification: Regular

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

Issue: The Basic Emergency Management is required by the State of Texas. This updated plan would replace the current plan and be good for 5 years.

Fiscal Consideration: by submitting the plan, the City of Pharr will remain eligible to receive grants and reimbursement during disasters.

Staff Recommendation: Staff recommends approval of the plan for submittal

Alternatives: no alternative

Exclude Material from Public Packet? No

Reason: This item will not be excluded.

ROUTING:

Daniel Ramirez
Ed Wylie
Patricia Rigney
City Management Office

Created/Initiated - 5/9/2022
Approved - 5/13/2022
Approved - 5/13/2022
Final Approval - 5/13/2022

EMERGENCY MANAGEMENT PLAN

BASIC PLAN
FOR
CITY OF PHARR, TEXAS



OFFICIAL GOVERNMENT DOCUMENT

RECORD OF CHANGES

[illegible]

APPROVAL & IMPLEMENTATION

The City of Pharr

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Emergency Management Coordinator

Date

City Manager

Date

Mayor

Date

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BASIC PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Framework
12. Presidential Policy Directive 8 – National Preparedness

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

C. Local

1. City Ordinance # O-83-60, dated 09/20/1983.
2. Resolution # R-2005-009, dated 01/18/2005.
3. Resolution # R-2005-48, dated 12/2/2008.
4. City Ordinance # O-2010-32, dated 05/27/2010

II. PURPOSE

This Basic Plan outlines our approach to emergency operations and is applicable to the City of Pharr. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials,

departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts to include the whole of community.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DC	District Coordinator
DDC	Disaster District Committee
DEMC	Deputy Emergency Management Coordinator
DHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
EMC	Emergency Management Coordinator
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOPs	Standard Operating Procedures
SOC	State Operations Center
STAR	State of Texas Assistance Request
TDEM	Texas Division of Emergency Management
TRRN	Texas Regional Response Network
TSA	The Salvation Army

B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency

Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.

3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster ensuring the needs of the whole community are addressed.
6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
 - 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community-wide.
 - 4) One or two local response departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
 - b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
 - 1) Involves a larger area, more significant population, or important facilities.
 - 2) May require implementation of evacuation or in-place sheltering plans and implementation of temporary shelter and mass care operations.
 - 3) May require large portions of the community or community-wide warning and public instructions.
 - 4) Requires a sizable multi-department response operating under an incident commander.
 - 5) May require external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.

- 6) The EOC may be activated fully or partially to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
 - 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
- 1) Involves a large area, a sizable population, and/or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering plans and implementation of temporary shelter and mass care operations.
 - 3) Requires community-wide warning and public instructions.
 - 4) Requires a response by all local response agencies operating under one or more incident commanders.
 - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
 - 6) The EOC will be fully activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
 - 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
7. Hazard Analysis. A document, published separately from this plan, that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances

9. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
10. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
11. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department level. May also be referred to as Standard Operating Guidelines (SOGs).

IV. SITUATION AND ASSUMPTIONS

A. Situation

Our city is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

HAZARD SUMMARY

Hazard Type:	Likelihood of Occurrence* (See below)	Estimated Impact on Public Health & Safety			Estimated Impact on Property		
		Limited	Moderate	Major	Limited	Moderate	Major
<i>Natural</i>							
Drought	OCCASIONAL		MODERATE			MODERATE	
Earthquake	UNLIKELY		MAJOR			MAJOR	
Flash Flooding	HIGHLY LIKELY		MODERATE			MODERATE	
Flooding (river or tidal)	OCCASIONAL		LIMITED			LIMITED	
Hurricane	OCCASIONAL		MODERATE			MODERATE	
Subsidence	UNLIKELY		LIMITED			LIMITED	
Tornado	UNLIKELY		MODERATE			MODERATE	
Wildfire	OCCASIONAL		LIMITED			MODERATE	
Winter Storm	UNLIKELY		MODERATE			LIMITED	
<i>Technological</i>							
Dam Failure	UNLIKELY		LIMITED			LIMITED	
Energy/Fuel Shortage	OCCASIONAL		MODERATE			MODERATE	
Hazmat/Oil Spill (fixed site)	LIKELY		MODERATE			MODERATE	
Hazmat/Oil Spill (transport)	LIKELY		MAJOR			MODERATE	
Major Structural Fire	OCCASIONAL		LIMITED			MODERATE	
Nuclear Facility Incident	UNLIKELY		LIMITED			LIMITED	
Water System Failure	UNLIKELY		MAJOR			LIMITED	
<i>Security</i>							

Civil Disorder	UNLIKELY	MODERATE	LIMITED
Enemy Military Attack	UNLIKELY	MAJOR	MAJOR
Terrorism	UNLIKELY	MAJOR	MAJOR
* Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely			

B. Assumptions

1. Our city will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations, affecting our city. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting

for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.

4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.
8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of national significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

C. Operational Guidance

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local public safety officials and seek technical assistance from local emergency management, state and federal agencies and regional industry where appropriate.
2. Implementation of ICS
 - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on- scene response from the ICP.
 - b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.
3. Source and Use of Resources.
 - a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
 - 1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources.
 - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
 - 3) Request assistance from volunteer groups active in disasters.
 - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
 - b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

D. Incident Command System (ICS)

1. We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An incident commander using response resources from one or two departments can handle the majority of emergency situations. Departments participating in this type of incident response will normally obtain support through their own department but may include the EMC or DEMC for resource management.
4. In emergency situations where other jurisdictions or county, state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.
5. In an emergency where more than two departments are being utilized from the City, a member of emergency management will be on scene to provide assistance in any area of ICS applicable. The EMC or DEMC will not assume direction and control of the incident; unless requested, but will support and aid the IC in effective resource management and demobilization procedures.

E. ICS – EOC Interface

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be partially or full activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The incident commander is generally responsible for field operations, including:
 - a. Isolating the scene to prevent its spread or exposure to the general public.
 - b. Directing and controlling the on-scene response of the emergency situation and managing the emergency resources committed there.
 - c. Requesting the EOC to warn the population in the area of the incident and providing emergency instructions to them.

- d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - e. Implementing traffic control arrangements in and around the incident scene.
 - f. Requesting additional resources from the EOC.
3. The EOC is generally responsible for:
- a. Providing resource support for the incident command operations.
 - b. Issuing localized or community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass arrangements for evacuees.
 - f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the County, State and other external sources.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

F. County, State, Federal & Other Assistance

1. County, State & Federal Assistance

- a. If local resources are inadequate to deal with an emergency situation, we will request assistance from the County. County assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
- b. If local and county resources are inadequate to deal with an emergency situation, we will request assistance from the State. State assistance furnished to local governments is intended to supplement local and county resources and not substitute for such resources
- c. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Department of Public Safety District Office in Weslaco. See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance or using a STAR request through WebEOC. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official (the Mayor) and may be made by telephone, fax, or teletype or using a STAR request through WebEOC. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.

- d. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRP* addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.
- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

- 1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
- 2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official or his/her designee, with a number of powers to control emergency situations. If necessary, we shall use these powers during emergency situations. These powers include:
 - a. Emergency Declaration. In the event of riot or civil disorder, the Mayor may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
 - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the Mayor may by executive order or proclamation declare a local state of disaster. The Mayor may subsequently issue

orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers include:

- 1) Suspending procedural laws and rules to facilitate a timely response.
- 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
- 3) Restricting the movement of people and occupancy of premises.
- 4) Prohibiting the sale or transportation of certain substances.
- 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

a. Mitigation

We will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation.

b. Preparedness

We will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

c. Response

We will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES
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A. Organization

1. General

Most departments of our local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts our emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the Mayor, City Manager, and Emergency Management Coordinator.

3. Emergency Services

Emergency Services include the Incident Commander and those departments and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, radio, technology and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, and groups. To facilitate a coordinated effort, elected and appointed officials, department heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials and departments may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found the functional annexes to this Basic Plan.

3. Executive Group Responsibilities

a. The Mayor will:

- 1) Appoint an EMC and DEMC
- 2) Monitor the emergency response during disaster situations and provides direction where appropriate.
- 3) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 4) Request assistance from other local governments or the State when necessary.
- 5) Direct activation of the EOC.

b. The City Manager will:

- 1) Implement the policies and decisions of the governing body relating to emergency management as developed by the EMC.
- 2) Identifies personnel, equipment, and facility needs to aid in response to emergencies
- 3) Assign emergency management program tasks to departments and agencies as recommended by the EMC.
- 4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities established by the EMC.

c. The Emergency Management Coordinator will:

- 1) Serve as the designee by our Mayor on emergency management matters.
- 2) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 3) Keep the Mayor and City Manager apprised of our preparedness status and emergency management needs.
- 4) Coordinate local planning and preparedness activities and the maintenance of this plan.
- 5) Coordinate activation of the EOC and supervise its operation.
- 6) Coordinate the operational response of local emergency services when an emergency or disaster occurs.
- 7) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
- 8) Prepare and maintain a resource inventory.
- 9) Arrange appropriate training for local emergency management personnel and emergency responders.
- 10) Coordinate periodic emergency exercises to test our plan and training.
- 11) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
- 12) Activate the EOC when required.
- 13) Perform day-to-day liaison with the state emergency management staff and other local, county and state emergency management personnel.

- 14) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOPs for emergency tasks.
- c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

5. Emergency Services Responsibilities

- a. The Incident Commander will:

- 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
- 2) Determine and implement required protective actions for response personnel and the public at an incident site.

- b. Warning.

- 1) Primary responsibility for this function is assigned to the IT Director, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials of emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems ensuring the needs of the whole community are addressed.
 - d) Disseminate warning and instructions to institutional facilities such as schools and hospitals.

c. Communications.

- 1) Primary responsibility for this function is assigned to the Radio System Manager (RSM), who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify the communications systems available with the local area and determine the connectivity of those systems, and ensure their interoperability.
 - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
 - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

d. Radiological Protection.

- 1) Primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain inventory of radiological equipment.
 - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
 - c) Respond to radiological incidents and terrorist incidents involving radiological materials.
 - d) Make notification concerning radiological incidents to state and federal authorities.

e. Evacuation.

- 1) Primary responsibility for this function is assigned to the Police Chief, who will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify areas where evacuation has been or may in the future and determine of population at risk.
 - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - c) Develop simplified planning procedures for ad hoc evacuations.

- d) Determine emergency public information requirements ensuring the needs of the whole community are addressed.
 - e) Perform evacuation planning for individuals with functional and access needs and institutional facilities (schools, hospitals, nursing homes, and other institutions).
- f. Firefighting.
 - 1) Primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex F (Firefighting) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Fire prevention activities.
 - b) Fire detection and control.
 - c) Hazardous material and oil spill response.
 - d) Terrorist incident response.
 - e) Evacuation support.
 - f) Post-incident reconnaissance and damage assessment.
 - g) Fire safety inspection of temporary shelters.
 - h) Prepare and maintain fire resource inventory.
- g. Law Enforcement.
 - 1) Primary responsibility for this function is assigned to the Police Chief, who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.
 - d) Provision of security for vital facilities, evacuated areas, and shelters.
 - e) Access control for damaged or contaminated areas.
 - f) Warning support.
 - g) Post-incident reconnaissance and damage assessment.
 - h) Prepare and maintain law enforcement resource inventory.
- h. Health and Medical Services.
 - 1) Primary responsibility for this function is assigned to the City Health Official, who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:

- a) Coordinate health and medical care and EMS support during emergency situations.
 - b) Public health information and education.
 - c) Inspection of food and water supplies.
 - d) Develop emergency public health regulations and orders.
 - e) Coordinate collection, identification, and interment of deceased victims.
- i. Direction and Control.
- 1) Primary responsibility for this function is assigned to the EMC, who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Direct and control our local operating forces.
 - b) Maintain coordination with neighboring jurisdictions and the Disaster District in Weslaco.
 - c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
 - d) Assigns representatives, by title, to report to the EOC and develops procedures for crisis training.
 - e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
 - f) Coordinates the evacuation of areas at risk.
- j. Hazardous Materials & Oil Spill.
- 1) The primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
 - b) Establish the hazmat incident functional areas (e.g., Hot Zone, cool zone, Cold Zone, etc.)
 - c) Determine and implement requirements for personal protective equipment for emergency responders.
 - d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
 - e) Determine areas at risk and which public protective actions, if any, should be implemented.
 - f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
 - g) Determines when affected areas may be safely reentered.

k. Search & Rescue.

- 1) The primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. Terrorist Incident Response.

- 1) Primary responsibility for this function is assigned to the Police Chief, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
 - d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care.

- 1) Primary responsibility for this function is assigned to Parks and Recreation Director, who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
 - a) Perform emergency shelter and mass care planning.
 - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. Public Information.

- 1) Primary responsibility for this function is assigned to the Emergency Management PIO, who will prepare and maintain Annex I (Public Information) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Establish a Joint Information Center (JIC)
 - b) Conduct on-going hazard awareness and public education programs.
 - c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
 - d) Provide information to the media and the public during emergency situations.
 - e) Arrange for media briefings.
 - f) Compiles print and photo documentation of emergency situations.

c. Recovery.

- 1) Primary responsibility for this function is assigned to the Public Works Director, who will prepare and maintain Annex J (Recovery) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
 - b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
 - c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
 - d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering.

- 1) Primary responsibility for this function is assigned to the Public Works Director, who will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Protect government facilities and vital equipment where possible.
 - b) Assess damage to streets, bridges, traffic control devices, and other public facilities.

- c) Direct temporary repair of vital facilities.
- d) Restore damaged roads and bridges.
- e) Restore waste treatment and disposal systems.
- f) Arrange for debris removal.
- g) General damage assessment support.
- h) Building inspection support.
- i) Provide specialized equipment to support emergency operations.
- j) Support traffic control and search and rescue operations.

e. Utilities.

- 1) Primary responsibility for this function is assigned to the Public Utilities Director who will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Prioritize restoration of utility service to vital facilities and other facilities.
 - b) Arrange for the provision of emergency power sources where required.
 - c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
 - d) Assess damage to, repair, and restore public utilities.
 - e) Monitor recovery activities of privately owned utilities.

f. Resource Management.

- 1) Primary responsibility for this function is assigned to the DEMC, who will prepare and maintain Annex M (Resource Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain an inventory of emergency resources.
 - b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
 - c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
 - d) Establish emergency purchasing procedures and coordinate emergency procurements.
 - e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
 - f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
 - g) Establish staging areas for resources, if required.
 - h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.

- i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services.

- 1) Primary responsibility for this function is assigned to the Parks and Recreation Director. Prepare and maintain Annex O (Human Services) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
 - a) Identify emergency feeding sites.
 - b) Identify sources of clothing for disaster victims.
 - c) Secure emergency food supplies.
 - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
 - e) Coordinate special care requirements for disaster victims such as the aged, functional and access needs individuals, and others.
 - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation.

- 1) The primary responsibility for this function is assigned to the Development Services Director, who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain the local Hazard Analysis.
 - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation.

- 1) The primary responsibility for this function is assigned to the Parks and Recreation Director, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:

- a) Identifies local public and private transportation resources and coordinates their use in emergencies.
- b) Coordinates deployment of transportation equipment to support emergency operations.
- c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
- d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management.

- 1) The primary responsibility for this function is assigned to the Finance Director who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Compile resource requirements identified by the Resource Management staff.
 - b) Solicit donations to meet known needs.
 - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
 - d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal.

- 1) The primary responsibility for this function is assigned to the City Attorney who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
 - b) Review and advise our officials on possible legal issues arising from disaster operations.
 - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during and emergency.
 - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

l. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

7. Volunteer & Other Services

- a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

1) SOUTHERN Chapter, American Red Cross.

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

2) The Salvation Army.

Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. It also provides referrals to government and private agencies for special services.

3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

4) RACES

The Radio Amateur Civil Emergency Service (RACES) provides amateur radio support for emergency operations, including communications support in the EOC.

- b. Business Support.

The following businesses have agreed to provide support for emergency operations as indicated:

1) Home Depot – of Pharr, Texas

2) Lowes – of Pharr, Texas

VII. DIRECTION AND CONTROL

A. General

1. The Mayor is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, he may carry out those responsibilities from the EOC.

2. The EMC will provide overall direction of the response activities of all our departments. During major emergencies and disaster, he/she will normally carry out those responsibilities from the EOC.
3. DEMC will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate coordinated effort.
6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and directed provided by our senior decision-makers.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response.
2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, we will activate our EOC, which is located at 118 S Cage Blvd – 3rd Floor.
3. The following individuals are authorized to activate the EOC:
 - a. the Mayor
 - b. the EMC
4. The general responsibilities of the EOC are to:
 - a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
 - b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.

- c. Provide resource support for emergency operations.
 - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
 - e. Organize and activate large-scale evacuation and mass care operations.
 - f. Provide emergency information to the public.
5. Representatives of those departments assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V.E above.
 6. Our Alternate EOC is located at 1900 S Cage Blvd – Police Department. This facility will be used if our primary EOC becomes unusable.
 7. We have a mobile command and control vehicle, operated by the Innovation & Technology department, which may be used as an incident command post.

C. Line of Succession

1. The line of succession for the Mayor is:
 - a. Mayor Pro-Tem
 - b. 1st Senior City Commissioner
 - c. 2nd Senior City Commissioner
2. The line of succession for the City Manager is:
 - a. Deputy City Manager
 - b. Assistant City Manager(s)
 - c. Senior Department Head
3. The line of succession for the Emergency Management Coordinator is:
 - a. Deputy EMC(s)
 - b. Assistant EMC(s)
 - c. Fire Chief
4. The lines of succession for each of our department heads shall be in accordance with the SOPs established by those departments and agencies.

VIII. READINESS LEVELS

- A. Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels will be determined by the City Manager as recommended by the Emergency Management Coordinator. General actions to be taken at each readiness level

are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.

B. The following Readiness Levels will be used as a means of increasing our alert posture.

1. Level IV: Normal Conditions

- a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
- b. The normal operations of government are not affected.

2. Level III: Increased Readiness

- a. Increased Readiness refers to a situation that presents a greater potential threat than “Level 4” but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
 - 1) Tropical Weather Threat. A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on-call.
 - 2) Tornado Watch indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
 - 3) Flash Flood Watch indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
 - 4) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
 - 5) Mass Gathering. For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
- b. Declaration of “Level 3” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.

3. Level II: High Readiness

- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
 - 1) Tropical Weather Threat. A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
 - 2) Tornado Warning. Issued when a tornado has actually been sighted in the vicinity or indicated by radio, and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
 - 3) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.
 - 4) Winter Storm Warning. Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.
 - 5) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
- b. Declaration of a “Level 2” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.

4. Level I: Maximum Readiness

- a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level 2” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.
 - 1) Tropical Weather Threat. The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, cull activation of the EOC, recommending precautionary actions for special facilities, placing emergency

personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.

- 2) Tornado Warning. Tornado has been sited especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
- 3) Flash Flood Warning. Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
- 4) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.

- b. Declaration of "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified and are a part of the Texas Regional Response Network (TRRN).
3. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

B. Reports

1. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.

2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

C. Records

1. Record Keeping for Emergency Operations

Our city is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
 - 1) Activation or deactivation of emergency facilities.
 - 2) Emergency notifications to other local governments and to state and federal agencies.
 - 3) Significant changes in the emergency situation.
 - 4) Major commitments of resources or requests for additional resources from external sources.
 - 5) Issuance of protective action recommendations to the public.
 - 6) Evacuations.
 - 7) Casualties.
 - 8) Containment or termination of the incident.
- b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain a estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed of costs for emergency operations to include:
 - 1) Personnel costs, especially overtime costs
 - 2) Equipment operations costs
 - 3) Costs for leased or rented equipment
 - 4) Costs for contract services to support emergency operations

5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

D. Training

It will be the responsibility of each department director to ensure that department personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the [County/City] Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

F. Post-Incident and Exercise Review

The EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE
--

A. Plan Development

The Mayor is responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The EMC shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities. The Basic Plan (this document) and all annexes are available online in a read-only format at <http://eap.pharr-tx.gov>
2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts.

C. Review

The Basic Plan and its annexes shall be reviewed annually by the EMC. The EMC will establish a schedule for annual review of planning documents by those tasked in them.

D. Update

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the EMC. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, to the Texas Division of Emergency Management (TDEM) *Emergency Management Planners' Guide and Project Plan*
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. §418.043(4) of the Government Code provides that DEM shall review local emergency management plans. The process for submitting new or updated planning documents to DEM is described in Chapter 6 of the DEM-10. The EMC is responsible for submitting copies of planning documents to our TDEM District Coordinator for review.

ATTACHMENTS:

1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System

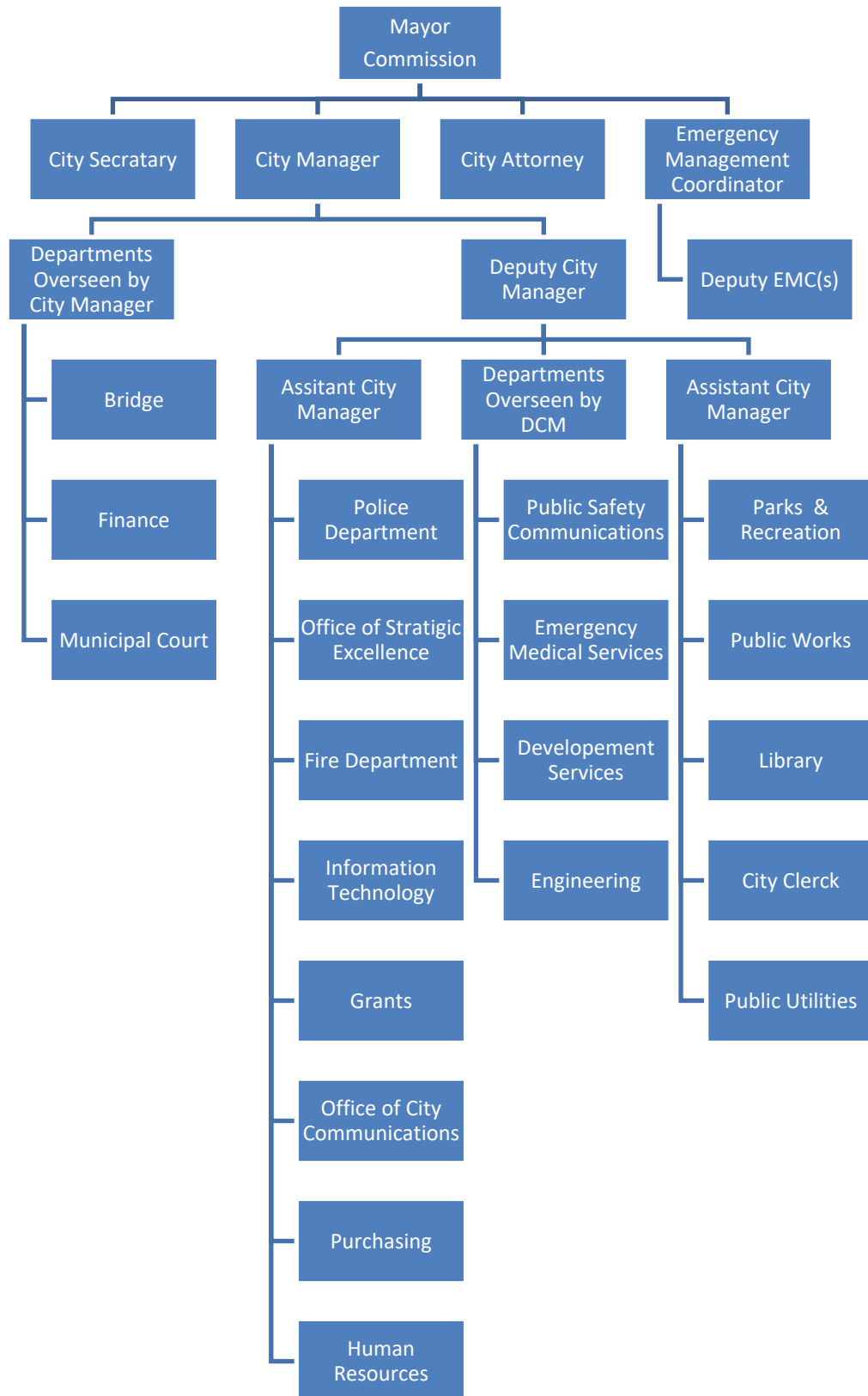
ATTACHMENT 1 DISTRIBUTION LIST
--

<u>Jurisdiction/Agency Plan</u>	<u>Basic Plan</u>	<u>Annexes</u>
EOC Reference Library	2	All
Mayor	1	All
City Manager	1	All
Each City Commissioner	1	All
EMC	1	All
City Secretary/Asst. to the Mayor	1	All
County EMC	1	All
Police Chief	1	All
Fire Chief	1	All
Trauma Regional Advisory Council	1	All
Hospital Preparedness Coalition	1	All
Community Development Director	1	H
City Health Officer	1	C, D, H, O,P,Q
Finance Director	1	T
Public Works Director	1	J,K,M,N
Public Utilities Director	1	J, K, L
Human Resources Coordinator	1	C, M, O, T
City Attorney	1	All
RACES Officer	1	All
Radiological Officer	1	D, E, Q
Rio Grande Regional Hospital	1	C, E, S
McAllen Medical Center	1	C, E, S
Doctors Hospital at Renaissance	1	C, E, S
City Animal Control	1	E, H
PSJA ISD Transportation Director	1	C, E, H, O
Vanguard Academy Transportation Director	1	C, E, H, O
Hidalgo County Local Emergency Planning Committee	1	All
American Red Cross	1	C, E,J, O, T
The Salvation Army	1	C, E,J, O, T
Southern Baptist Convention Disaster Relief	1	C, E, J, O, T
Home Depot of Pharr	1	J, M, P, T
Lowes of Pharr	1	J, M, P, T
Matts Cash and Carry	1	J, M, P, T
Waste Management	1	J, M

ATTACHMENT 2 REFERENCES

1. Texas Department of Public Safety, Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10
2. Texas Department of Public Safety, Texas Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Department of Public Safety, Texas Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *Comprehensive Preparedness Guide (CPG-101)*
6. U. S. Department of Homeland Security, *National Response Plan*
7. 79th Texas Legislature, *House Bill 3111*
8. Texas Division of Emergency Management Preparedness Section, *Emergency Management Planners Guide and Project Plan, The Planners toolkit*

**ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT**



ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response
Mayor	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S
Deputy City Manager/EMC	S	C	C	C	S	C	C	C	C	C	C	C	S	C	C	S	C	C	C	S	C	C
City Manager	S		S						S	S			S							S	S	
Assistant City Manager(s)																						
Public Safety Communications	S	P							S													
Police Department	S	S	S	S	P	S	P						S	S	S		S	S		S		P
Fire Department	S	S	S	P	S	P							S	S		S	P	S		S		S
Public Works		S	S	S	S		S			P	P	S	S	S		P	S	S				S
Public Utilities		S								S		P	S	S		S	S			S		S
Emergency Medical Services			S	S	S			P					S	S	S		S	S	S	S		S
Bridge													S					P				
Parks and Recreation			P	S	S								S	S	P				P	S		S
Human Resources													P							S		
Finance										S			S			S				S		
Development Services			S						P													
City Attorney					S								S			S				S	P	S
Office of Strategic Excellence														S								
Office of City Communications (PIO)	P	P							P													
Grants									S													
Library																S			S			
IT	P	S			S				S					S								
Municipal Court																			S			
Purchasing													S						P			
Engineering										S	P				S							

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY
C – INDICATES COORDINATION RESPONSIBILITY

**ATTACHMENT 5
ANNEX ASSIGNMENTS**

ANNEX	ASSIGNED TO:
Annex A: Warning	FD / Communications / PIO
Annex B: Communications	Communications / PIO
Annex C: Shelter & Mass Care	Parks and Rec / Library
Annex D: Radiological Protection	Fire Department
Annex E: Evacuation	Police / Fire / Public Works
Annex F: Firefighting	Fire Department
Annex G: Law Enforcement	Police Department
Annex H: Health and Medical Services	EMS / FD
Annex I: Public Information	Emergency Management / PIO
Annex J: Recovery	Public Works / Finance / Development Services
Annex K: Public Works & Engineering	Public Works / Engineering
Annex L: Utilities	Public Utilities
Annex M: Resource Management	OEM / Finance / Grants / HR
Annex N: Direction & Control	OEM / Office of Strategic Excellence (EOC)
Annex O: Human Services	Development Services / Human Resources
Annex P: Hazard Mitigation	Public Works / Engineering / FD
Annex Q: Hazardous Materials & Oil Spill Response	Fire Department
Annex R: Search & Rescue	Fire Department / EMS
Annex S: Transportation	Public Works / Bridge
Annex T: Donations Management	Finance / Purchasing / IT
Annex U: Legal	City Attorney
Annex V: Terrorist Incident Response	Police / Fire / EMS

ATTACHMENT 6 SUMMARY OF AGREEMENTS & CONTRACTS

AGREEMENTS

DESCRIPTION: LRGVDC MASTER MUTUAL AID AGREEMENT

SUMMARY OF PROVISIONS: MANPOWER, EQUIPMENT AND SUPPLIES

OFFICIALS AUTHORIZED TO IMPLEMENT: MAYOR, CITY MANAGER

COSTS: VARIABLE

COPIES HELD BY: LRGVDC, CITY OF PHARR

CONTRACTS

DESCRIPTION: HIDALGO COUNTY RURAL FIRE CONTRACT

SUMMARY OF PROVISIONS: MANPOWER, EQUIPMENT AND SUPPLIES

OFFICIALS AUTHORIZED TO IMPLEMENT: FIRE CHIEF/ASSISTANT, EMC, MAYOR, CITY
MANAGER COSTS: VARIABLE

COPIES HELD BY: HIDALGO COUNTY FIRE MARSHAL, CITY OF
PHARR

ATTACHMENT 7 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY
--

A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

1) FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
- b) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be "typed" with respect to capability. This typing will minimize confusion and enhance interoperability.
- c) Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
- e) Use of Position Titles. All ICS positions have distinct titles.

- f) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
- g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) UNIFIED COMMAND

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) AREA COMMAND

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.
- b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on- scene, at the separate ICPs.

- b. **Multiagency Coordination Systems.** Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
 - c. **Public Information.** The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
- 2. **Preparedness.** Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
 - 3. **Resource Management.** All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
 - 4. **Communications and Information Management.** Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
 - 5. **Supporting Technologies.** This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
 - 6. **Ongoing Management and Maintenance.** The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on Change Order No. 5 in the amount of \$99,449.41, release of Final Payment and Retainage in the amount of \$1,283,790.89, and acceptance of the City of Pharr/PSJA/UTRGV Aquatic Facility Project as complete.

Classification: Regular

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

Issue: The contractor, D. Wilson Construction, has completed construction of the City of Pharr/PSJA/ UTRGV Aquatic Facility. A preliminary walk through was held on December 22, 2021, and the City issued a Temporary Certificate of Occupancy (TCO) on January 04, 2022. The architect, The Warren Group Architects, has signed off on the Certificate of Final Completion effective January 27, 2022, and the City has issued the Certificate of Occupancy (CO) effective January 27, 2022.

The final Change Order Number 5 is for approval of approved change requests that exceed the contract amount.

(PROJECT# 1819-35-510-C011-051)

Fiscal Consideration:

Original Contract: \$23,165,208.00

CO#1: -\$55,727.68

CO#2: \$0

CO#3: \$286,954.27

CO#4: \$290,395.00

CO#5: \$99,449.41

Revised Contract Amount: \$23,786,279.00

Paid to Date: \$22,502,488.10

Final Payment & Retainage (Including CO#5): \$1,283,790.90

Staff Recommendation: Staff recommends approval of Final Change Order #5 in the amount of \$99,449.41, release of final payment and retainage in the amount of \$1,283,790.89, and acceptance of the Natatorium as complete.

Alternatives: The project is complete. No alternative.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel	Created/Initiated - 5/10/2022
Ignacio Amezcua	Approved - 5/10/2022
Patricia Rigney	Approved - 5/10/2022
Karla Saavedra	Approved - 5/11/2022
City Management Office	Final Approval - 5/12/2022

Payment Request No. 28
 Period: 02/01/2022 to 02/28/2022
 PO# 176061
 Owner: City of Pharr/PSJA
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: D. Wilson Construction Co.
PO Box 3455
McAllen, Texas 78502

Project: City of Pharr Aquatic Facility
Bid No. 1819-35-510-C011-051

Original Contract Amount: \$23,165,208.00
 Change Orders: \$521,621.59
 Contract Amount to Date: \$23,686,829.59
 Total to Date: \$23,686,829.59
 Total Stored to Date: \$0.00
 Total to Date: \$23,686,829.59
 Retainage: (1,184,341.49)
 Total Due Less Retainage: \$22,502,488.10
 Less Previous Payments: \$22,501,708.15
 Current Payment Due: \$779.95

Percent Completed: 100.00%

Original Contract Time (Days): 550
 Change Orders (days): 245
 Notice to Proceed 11/1/2019
 Completion Date 1/4/2022
 Contract Time Used 160.91%

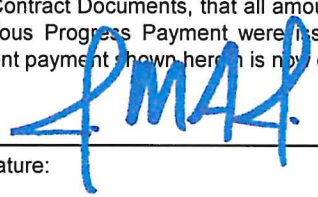
Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
1		(55,727.68)	60	
2	Days Added to contract		101	
3	286,954.27	—	0	
4	290,395.00	—	84	
Total	577,349.27	(55,727.68)	245	
* Provide Documentation			Attachment "B"	

Pending Change Requests #70, 71,
 77, 78, 79, 80, & 81 \$ 99,449.41



Contractor:

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

Signature: 

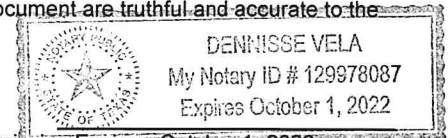
Date 4/4/2022

Subscribed to and sworn to before me this 4th day of April, 2022

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

Notary Public:

My Commission Expires: October 1, 2022



Architect of Record

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

Signature: _____

Date: _____

Approved:

Albert Cardenas
 Easton Acquisitions, Inc.
 Construction Manager

Signature

Date

Maria Rangel, PE
 City Engineer

Signature

Date

Ignacio Amezcua
 Purchasing Director

Signature

Date

Ed Wylie
 Interim City Manager

Signature

Date

Karla Saavedra
 Finance Director

Signature

Date

Reserved

Signature

Date

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
Retainage:	5%							Period From:	2/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	General Conditions								
01-010	General Conditions	569,119.00	569,119.00	—	—	569,119.00	100%	—	28,455.95
01-011	Mobilization	17,500.00	17,500.00	—	—	17,500.00	100%	—	875.00
91-870	Bond	207,987.00	207,987.00	—	—	207,987.00	100%	—	10,399.35
91-871	Builder's Risk	61,400.00	61,400.00	—	—	61,400.00	100%	—	3,070.00
91-874	Liability Insurance	259,300.00	259,300.00	—	—	259,300.00	100%	—	12,965.00
02-001	File NOI & NOT	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
02-006	SWPP-Silt fence w/ Const. Entr	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
	Sub-total	1,120,306.00	1,120,306.00	—	—	1,120,306.00		—	56,015.30
	Sitework								
02-100	Sitework contractor	—	—	—	—	—		—	
	Mobilization	35,000.00	35,000.00	—	—	35,000.00	100%	—	1,750.00
	Site Clearing/Silt fence w/ Const. Entrance	53,000.00	53,000.00	—	—	53,000.00	100%	—	2,650.00
	Building Pads and Final Grading	318,000.00	318,000.00	—	—	318,000.00	100%	—	15,900.00
	Lime Stab., Base w/Lime, Paving w/ C&G	—	—	—	—	—		—	
	Lime Treated Subgrade	—	—	—	—	—		—	
	Cut & Fill (Light Duty HMCA)	18,370.00	18,370.00	—	—	18,370.00	100%	—	918.50
	6" Subgrade w/2% Lime Treated	29,397.20	29,397.20	—	—	29,397.20	100%	—	1,469.86
	Cut & Fill (Heavy Duty HMCA)	9,765.00	9,765.00	—	—	9,765.00	100%	—	488.25
	6" Subgrade w/2% Lime Treated	14,904.20	14,904.20	—	—	14,904.20	100%	—	745.21
	Cut & Fill (Concrete Paving)	2,861.00	2,861.00	—	—	2,861.00	100%	—	143.05
	6" Subgrade w/2% Lime Treated	1,702.60	1,702.60	—	—	1,702.60	100%	—	85.13
	Caliche Treated	—	—	—	—	—		—	
	8" Caliche Treated TyB GR 1	130,664.00	130,664.00	—	—	130,664.00	100%	—	6,533.20
	10" Caliche Treated TyB GR 1-	82,563.00	82,563.00	—	—	82,563.00	100%	—	4,128.15
	HMAC	—	—	—	—	—		—	
	2" TY D HMAC	200,410.00	200,410.00	—	—	200,410.00	100%	—	10,020.50
	2.5" TY D HMAC	117,590.00	117,590.00	—	—	117,590.00	100%	—	5,879.50
	Conc Curb & Edge Curbs	81,000.00	81,000.00	—	—	81,000.00	100%	—	4,050.00
02-500	Conc. paving material only	26,010.00	26,010.00	—	—	26,010.00	100%	—	1,300.50
	Conc Paving (Aprons Only) Labor	56,250.00	56,250.00	—	—	56,250.00	100%	—	2,812.50
	Pool Excavation	98,320.00	98,320.00	—	—	98,320.00	100%	—	4,916.00

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
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		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
			—	—	—	—		—	
	Utilities- Water	—	—	—	—	—		—	
	Water Lines - 4" + 6" + 12" + Hydrants	70,000.00	70,000.00	—	—	70,000.00	100%	—	3,500.00
			—	—	—	—		—	
	Fire Line / FDC	—	—	—	—	—		—	
	Fire Line - FDC + Fire Line	25,000.00	25,000.00	—	—	25,000.00	100%	—	1,250.00
			—	—	—	—		—	
	Utilities- Sewer	—	—	—	—	—		—	
	Sewer Lines 4" + 6" + 8"	41,000.00	41,000.00	—	—	41,000.00	100%	—	2,050.00
	Sewer Lines 12" + Manholes	94,000.00	94,000.00	—	—	94,000.00	100%	—	4,700.00
			—	—	—	—		—	
	Utilities- Storm	—	—	—	—	—		—	
	Storm Lines - HP + Inlets	174,000.00	174,000.00	—	—	174,000.00	100%	—	8,700.00
	Bio-Filtration / Detention Basis	22,000.00	22,000.00	—	—	22,000.00	100%	—	1,100.00
	Detention Ponds + Swales	39,000.00	39,000.00	—	—	39,000.00	100%	—	1,950.00
			—	—	—	—		—	
02-850	Pavement Markings/ Signage/ Wheel Stops	36,000.00	36,000.00	—	—	36,000.00	100%	—	1,800.00
			—	—	—	—		—	
02-135	Dewatering at pool excavation	40,000.00	40,000.00	—	—	40,000.00	100%	—	2,000.00
			—	—	—	—		—	
02-108	Gas line	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
02-280	Termite control	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
02-283	Sand cushion under sidewalk	8,500.00	8,500.00	—	—	8,500.00	100%	—	425.00
02-530	Splash blocks	1,250.00	1,250.00	—	—	1,250.00	100%	—	62.50
02-830	Chain link fence	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
			—	—	—	—		—	
02-900	Landscaping & Irrigation	—	—	—	—	—		—	
	Irrigation	50,000.00	50,000.00	—	—	50,000.00	100%	—	2,500.00
	Mobilization / Submittals	2,335.00	2,335.00	—	—	2,335.00	100%	—	116.75
	Trees	41,700.00	41,700.00	—	—	41,700.00	100%	—	2,085.00
	Plants / Alum Edging	31,125.00	31,125.00	—	—	31,125.00	100%	—	1,556.25
	Boulders	3,400.00	3,400.00	—	—	3,400.00	100%	—	170.00
	Premium Compost	5,590.00	5,590.00	—	—	5,590.00	100%	—	279.50
	Topsoil	6,100.00	6,100.00	—	—	6,100.00	100%	—	305.00
	Hardwood / Hrdromulch	11,750.00	11,750.00	—	—	11,750.00	100%	—	587.50
	Weed Barriers/Decomposed Granite	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
	Gravel	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
	Sub-total	2,009,557.00	2,009,557.00	—	—	2,009,557.00		—	100,477.85

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
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		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Concrete								
03-070	Concrete material - PO Only	340,560.00	340,560.00	—	—	340,560.00	100%	—	17,028.00
02-289	Sidewalk - material only	34,790.00	34,790.00	—	—	34,790.00	100%	—	1,739.50
02-351	Pier concrete Material	93,534.00	93,534.00	—	—	93,534.00	100%	—	4,676.70
03-072	Diving Tower Concrete Material	84,100.00	84,100.00	—	—	84,100.00	100%	—	4,205.00
			—	—	—	—		—	
03-088	Pre-Cast Concrete Stairs (Bleachers)	220,000.00	220,000.00	—	—	220,000.00	100%	—	11,000.00
			—	—	—	—		—	
03-250	Accessories for Concrete	54,310.00	54,310.00	—	—	54,310.00	100%	—	2,715.50
			—	—	—	—		—	
03-100	Concrete finishing sub.	—	—	—	—	—		—	
03-114	Pier drilling	326,968.00	326,968.00	—	—	326,968.00	100%	—	16,348.40
	Piers Labor	195,400.00	195,400.00	—	—	195,400.00	100%	—	9,770.00
	Piers Logs & Surveying	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
	Equipment Rental	53,000.00	53,000.00	—	—	53,000.00	100%	—	2,650.00
	Forms Rental	38,500.00	38,500.00	—	—	38,500.00	100%	—	1,925.00
	Shoring Rental	26,500.00	26,500.00	—	—	26,500.00	100%	—	1,325.00
	Scaffolding Rental	15,200.00	15,200.00	—	—	15,200.00	100%	—	760.00
	Crane / Operator Rental	34,500.00	34,500.00	—	—	34,500.00	100%	—	1,725.00
	Concrete Access. + Misc. Items from Sub.	50,000.00	50,000.00	—	—	50,000.00	100%	—	2,500.00
		—	—	—	—	—		—	
03-200	Reinforcing steel (PO only)	197,514.00	197,514.00	—	—	197,514.00	100%	—	9,875.70
		—	—	—	—	—		—	
03-110	Concrete pump	33,191.00	33,191.00	—	—	33,191.00	100%	—	1,659.55
		—	—	—	—	—		—	
	CIP Wall / FTGs at Dive Pool Tower (Double)	—	—	—	—	—		—	
	Conc FTG @ Floor Labor	15,500.00	15,500.00	—	—	15,500.00	100%	—	775.00
	CIP Dive Tower Labor - @ Walls - Labor	149,750.00	149,750.00	—	—	149,750.00	100%	—	7,487.50
	Metal Shoring - Labor Installation	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
	Scaffolding / Shoring - Labor Installation	7,500.00	7,500.00	—	—	7,500.00	100%	—	375.00
	Forms Installation	12,500.00	12,500.00	—	—	12,500.00	100%	—	625.00
		—	—	—	—	—		—	
	CIP Wall / FTGs at Dive Pool Tower (North)	—	—	—	—	—		—	
	Conc FTG @ Floor	9,500.00	9,500.00	—	—	9,500.00	100%	—	475.00
	CIP Dive Tower Labor - @ Walls	40,725.00	40,725.00	—	—	40,725.00	100%	—	2,036.25
	Metal Shoring - Labor Installation	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
	Scaffolding / Shoring - Labor Installation	7,500.00	7,500.00	—	—	7,500.00	100%	—	375.00
	Forms Installation	8,500.00	8,500.00	—	—	8,500.00	100%	—	425.00

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
		—	—	—	—	—		—	
	CIP Wall / FTGs at Dive Pool Tower (South)	—	—	—	—	—		—	
	Conc FTG @ Floor - Labor	9,500.00	9,500.00	—	—	9,500.00	100%	—	475.00
	CIP Dive Tower Labor - @ Walls	40,725.00	40,725.00	—	—	40,725.00	100%	—	2,036.25
	Metal Shoring - Labor Installation	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
	Scaffolding / Shoring - Labor Installation	7,500.00	7,500.00	—	—	7,500.00	100%	—	375.00
	Forms Installation	8,500.00	8,500.00	—	—	8,500.00	100%	—	425.00
		—	—	—	—	—		—	
	CIP Conc @ Pool Mech Room Pit	—	—	—	—	—		—	
	Conc FTG @ Floor	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
	Conc Forms / Shoring @ Walls	24,500.00	24,500.00	—	—	24,500.00	100%	—	1,225.00
	Conc Reinforcing @ Walls	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
	Conc Walls Placement	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
		—	—	—	—	—		—	
	CIP Conc @ Elevator Pit	—	—	—	—	—		—	
	Conc FTG @ Floor	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
	Conc Forms / Shoring @ Walls	4,500.00	4,500.00	—	—	4,500.00	100%	—	225.00
	Conc Reinforcing @ Walls	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
	Conc Walls Placement	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
		—	—	—	—	—		—	
	Conc Grade Beams / Slab Labor - Bldg C	33,493.00	33,493.00	—	—	33,493.00	100%	—	1,674.65
	Conc Grade Beams / Slab Labor - Bldg A	136,670.00	136,670.00	—	—	136,670.00	100%	—	6,833.50
	Conc Grade Beams / Slab Labor - Bldg B	59,031.00	59,031.00	—	—	59,031.00	100%	—	2,951.55
		—	—	—	—	—		—	
	Conc Stairs Labor - 1	9,425.00	9,425.00	—	—	9,425.00	100%	—	471.25
	Conc Stairs Labor - 2	9,425.00	9,425.00	—	—	9,425.00	100%	—	471.25
	Conc Stairs Labor - 3	9,425.00	9,425.00	—	—	9,425.00	100%	—	471.25
	Conc Forms / Shoring @ Walls for Stairs (3)	4,500.00	4,500.00	—	—	4,500.00	100%	—	225.00
		—	—	—	—	—		—	
	Conc Landing (Walkway) @ Bleachers Labor	95,300.00	95,300.00	—	—	95,300.00	100%	—	4,765.00
	Conc Forms / Shoring @ Walls	7,500.00	7,500.00	—	—	7,500.00	100%	—	375.00
	Conc Reinforcing @ Walls	4,500.00	4,500.00	—	—	4,500.00	100%	—	225.00
		—	—	—	—	—		—	
	Conc Pad @ Canopy area Labor - 1	1,835.00	1,835.00	—	—	1,835.00	100%	—	91.75
	Conc Pad @ Canopy area Labor - 2	1,835.00	1,835.00	—	—	1,835.00	100%	—	91.75
	Conc Pad @ Canopy area Labor - 3	1,835.00	1,835.00	—	—	1,835.00	100%	—	91.75
		—	—	—	—	—		—	
	Conc @ Mech Pad Labor - 1	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
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			Previous	This Period					
	Conc @ Mech Pad Labor - 2	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
	Conc @ Mech Pad Labor - 3	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
	Conc @ Flag Poles Labor	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
	Conc @ Monument Sign FTG Labor	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
	Conc @ Monument / CMU - South - FTG Labor	3,800.00	3,800.00	—	—	3,800.00	100%	—	190.00
	Conc @ Monument / CMU - Bus - FTG Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
		—	—	—	—	—		—	
	Conc @ Housekeeping Pads (Inside) Labor	7,500.00	7,500.00	—	—	7,500.00	100%	—	375.00
	Conc @ Sidewalks Labor	56,300.00	56,300.00	—	—	56,300.00	100%	—	2,815.00
		—	—	—	—	—		—	
	Conc @ Bollards	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
	Pipe Bollard Installation	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
03-083	Light pole bases x / Xtmr X -- Materials & Access	5,782.00	5,782.00	—	—	5,782.00	100%	—	289.10
	Conc @ Transformer Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
	Light Pole Labor	8,500.00	8,500.00	—	—	8,500.00	100%	—	425.00
	Sub-total	2,671,423.00	2,671,423.00	—	—	2,671,423.00		—	133,571.15
	Masonry								
04-100	Masonry subcontractor	—	—	—	—	—		—	
	Submittals	4,380.00	4,380.00	—	—	4,380.00	100%	—	219.00
	CMU Acessories	14,680.00	14,680.00	—	—	14,680.00	100%	—	734.00
	CMU 12" - 8" - 6" - 4"	—	—	—	—	—		—	
	CMU Labor	221,923.00	221,923.00	—	—	221,923.00	100%	—	11,096.15
	CMU Materials	256,815.00	256,815.00	—	—	256,815.00	100%	—	12,840.75
	Rental Equipment	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Rental Scaffolds	15,000.00	15,000.00	—	—	15,000.00	100%	—	750.00
		—	—	—	—	—		—	
	Dryvit - Labor + Materials	—	—	—	—	—		—	
	Submittals	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Dryvit - Labor	203,876.00	203,876.00	—	—	203,876.00	100%	—	10,193.80
	Dryvit - Materials	199,600.00	199,600.00	—	—	199,600.00	100%	—	9,980.00
	Rental Equipment	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Rental Scaffolds	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
		—	—	—	—	—		—	

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
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			Previous	This Period					
	Rails - Stands - Material	4,968.00	4,968.00	—	—	4,968.00	100%	—	248.40
	Rails - Stands - Labor	6,072.00	6,072.00	—	—	6,072.00	100%	—	303.60
	Rails - U Line @ Mech Room -	4,020.00	4,020.00	—	—	4,020.00	100%	—	201.00
	Rails - U Line @ Mech Room - Labor	2,680.00	2,680.00	—	—	2,680.00	100%	—	134.00
	Glass Railing - Material	31,350.00	31,350.00	—	—	31,350.00	100%	—	1,567.50
	Glass Railing - Labor	25,650.00	25,650.00	—	—	25,650.00	100%	—	1,282.50
			—	—	—	—		—	
05-812	Metal stair nosings - Materials	3,575.00	3,575.00	—	—	3,575.00	100%	—	178.75
			—	—	—	—		—	
	Sub-total	4,122,443.00	4,122,443.00	—	—	4,122,443.00		—	206,122.15
	Carpentry & Millwork								
06-103	Rough Carpentry Material	17,000.00	17,000.00	—	—	17,000.00	100%	—	850.00
80-810	Rough Carpentry Labor	25,500.00	25,500.00	—	—	25,500.00	100%	—	1,275.00
06-400	Architectural woodwork (Millwork)	52,000.00	52,000.00	—	—	52,000.00	100%	—	2,600.00
	Solid Surfacing Countertops		—	—	—	—		—	
			—	—	—	—		—	
	Sub-total	94,500.00	94,500.00	—	—	94,500.00		—	4,725.00
	Moisture protection								
07-500	Thermoplastic Polyolefin Membrane		—	—	—	—		—	
	Mobilizations	15,000.00	15,000.00	—	—	15,000.00	100%	—	750.00
	TPO & Rigid Board Insulation	208,000.00	208,000.00	—	—	208,000.00	100%	—	10,400.00
	Metal Coping / Sheet Metal Flashing & Trim	18,000.00	18,000.00	—	—	18,000.00	100%	—	900.00
	TPO Roofing Labor	71,000.00	71,000.00	—	—	71,000.00	100%	—	3,550.00
	Mtl Coping / Sht Mtl Flashing & Trim - Labor	33,000.00	33,000.00	—	—	33,000.00	100%	—	1,650.00
	Rentals	25,000.00	25,000.00	—	—	25,000.00	100%	—	1,250.00
			—	—	—	—		—	
07-720	SafePro Roof Hatch Access Door	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
			—	—	—	—		—	
			—	—	—	—		—	
	Sub-total	377,000.00	377,000.00	—	—	377,000.00		—	18,850.00
	Doors and windows								
08-100	Hollow metal doors & frames	—	—	—	—	—		—	
	Hardware	93,135.00	93,135.00	—	—	93,135.00	100%	—	4,656.75
	Hollow metal doors	23,500.00	23,500.00	—	—	23,500.00	100%	—	1,175.00
	Hollow Metal Frames	9,115.00	9,115.00	—	—	9,115.00	100%	—	455.75

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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Carpet & Resilient Labor	4,040.00	4,040.00	—	—	4,040.00	100%	—	202.00
	Setting Materials	48,375.00	48,375.00	—	—	48,375.00	100%	—	2,418.75
			—	—	—	—		—	
			—	—	—	—		—	
09-705	Elastomeric Polyurea System	—	—	—	—	—		—	
	Special Coatings-Labor & Material	36,000.00	36,000.00	—	—	36,000.00	100%	—	1,800.00
			—	—	—	—		—	
			—	—	—	—		—	
09-900	Painting and VWC		—	—	—	—		—	
	Tape, Float Material	12,000.00	12,000.00	—	—	12,000.00	100%	—	600.00
	Tape Float Labor	25,000.00	25,000.00	—	—	25,000.00	100%	—	1,250.00
	Interior Paint Materials	25,000.00	25,000.00	—	—	25,000.00	100%	—	1,250.00
	Interior Paint Labor	35,000.00	35,000.00	—	—	35,000.00	100%	—	1,750.00
	Interior Epoxy Paint Materials	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
	Interior Epoxy Paint Labor	13,000.00	13,000.00	—	—	13,000.00	100%	—	650.00
	Spray Fire resistive Paint Material	26,000.00	26,000.00	—	—	26,000.00	100%	—	1,300.00
	Spray Fire resistive Paint Labor	39,000.00	39,000.00	—	—	39,000.00	100%	—	1,950.00
	Steel Prime - Material	20,000.00	20,000.00	—	—	20,000.00	100%	—	1,000.00
	Steel Prime - Labor	35,000.00	35,000.00	—	—	35,000.00	100%	—	1,750.00
	Final Epoxy - Material	30,000.00	30,000.00	—	—	30,000.00	100%	—	1,500.00
	Final Epoxy - Labor	35,000.00	35,000.00	—	—	35,000.00	100%	—	1,750.00
	Equipment Rental	4,538.00	4,538.00	—	—	4,538.00	100%	—	226.90
			—	—	—	—		—	
	Sub-total	2,226,713.00	2,226,713.00	—	—	2,226,713.00		—	111,335.65
	Specialties								
10-350	Flag poles	11,483.00	11,483.00	—	—	11,483.00	100%	—	574.15
			—	—	—	—		—	
10-406	Monu./Sign/Alum Letter- (Wrap @ Lobby)	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
	Monu./Sign/Alum Letter- (Wrap @ Lobby) labor	804.00	804.00	—	—	804.00	100%	—	40.20
10-409	Signage	—	—	—	—	—		—	
	Signage- Int. Rm ID Signs - Materials	3,193.00	3,193.00	—	—	3,193.00	100%	—	159.65
	Building Plaque	2,807.00	2,807.00	—	—	2,807.00	100%	—	140.35
			—	—	—	—		—	
80-110	Graphics, signs, plaques, labor	9,500.00	9,500.00	—	—	9,500.00	100%	—	475.00
			—	—	—	—		—	
10-460	Entrance Mats	14,000.00	14,000.00	—	—	14,000.00	100%	—	700.00

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
Retainage:	5%							Period From:	2/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
			—	—	—	—		—	
10-520	Fire extinguishers Materials	3,188.00	3,188.00	—	—	3,188.00	100%	—	159.40
80-111	Fire extinguishers, labor	1,250.00	1,250.00	—	—	1,250.00	100%	—	62.50
			—	—	—	—		—	
10-600	Toilet partitions Materials	14,500.00	14,500.00	—	—	14,500.00	100%	—	725.00
80-160	Toilet partitions, labor	3,300.00	3,300.00	—	—	3,300.00	100%	—	165.00
			—	—	—	—		—	
10-800	Toilet accessories Materials	13,826.00	13,826.00	—	—	13,826.00	100%	—	691.30
80-180	Toilet accessories, labor	2,750.00	2,750.00	—	—	2,750.00	100%	—	137.50
			—	—	—	—		—	
10-803	Hand dryers	9,152.00	9,152.00	—	—	9,152.00	100%	—	457.60
			—	—	—	—		—	
80-109	Flag poles (Labor)	4,500.00	4,500.00	—	—	4,500.00	100%	—	225.00
			—	—	—	—		—	
	Sub-total	100,253.00	100,253.00	—	—	100,253.00		—	5,012.65
11-000	Equipment								
11-125	Picnic Tables/Grills	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
12-510	Window blinds L & M	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
12-760	Tread Mounted Seating	—	—	—	—	—		—	
	Telescopic Seating - Materials	117,597.00	117,597.00	—	—	117,597.00	100%	—	5,879.85
	Telescopic Seating - Installation	21,450.00	21,450.00	—	—	21,450.00	100%	—	1,072.50
	Telescopic Seating - Freight	8,953.00	8,953.00	—	—	8,953.00	100%	—	447.65
			—	—	—	—		—	
	Sub-total	160,000.00	160,000.00	—	—	160,000.00		—	8,000.00
12-000	Furnishings								
12-795	Concession Equipment	25,000.00	25,000.00	—	—	25,000.00	100%	—	1,250.00
			—	—	—	—		—	
	Sub-total	25,000.00	25,000.00	—	—	25,000.00		—	1,250.00
13-000	Special Construction								
13-150	Swimming Pool								
	Mobilization	20,000.00	20,000.00	—	—	20,000.00	100%	—	1,000.00
	Submittals Shop Drawings	20,000.00	20,000.00	—	—	20,000.00	100%	—	1,000.00
	Insurances	41,524.00	41,524.00	—	—	41,524.00	100%	—	2,076.20
	Project Manager	130,000.00	130,000.00	—	—	130,000.00	100%	—	6,500.00
	Temporary Facilities	30,000.00	30,000.00	—	—	30,000.00	100%	—	1,500.00
	bonding	57,000.00	57,000.00	—	—	57,000.00	100%	—	2,850.00

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
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		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	As Builts	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Miscellaneous	14,035.00	14,035.00	—	—	14,035.00	100%	—	701.75
	Imported Fill	30,000.00	30,000.00	—	—	30,000.00	100%	—	1,500.00
	Concrete Labor - Comp. Pool	375,000.00	375,000.00	—	—	375,000.00	100%	—	18,750.00
	Concrete Labor - Dive Pool	375,000.00	375,000.00	—	—	375,000.00	100%	—	18,750.00
	Concrete - Comp Pool	215,000.00	215,000.00	—	—	215,000.00	100%	—	10,750.00
	Concrete - Dive Pool	205,000.00	205,000.00	—	—	205,000.00	100%	—	10,250.00
	Concrete Hardware	48,000.00	48,000.00	—	—	48,000.00	100%	—	2,400.00
	Concrete Pumping	54,000.00	54,000.00	—	—	54,000.00	100%	—	2,700.00
	Form Rental	35,000.00	35,000.00	—	—	35,000.00	100%	—	1,750.00
	Rebar Labor	108,000.00	108,000.00	—	—	108,000.00	100%	—	5,400.00
	Rebar Material	112,000.00	112,000.00	—	—	112,000.00	100%	—	5,600.00
	Sand Water Blasting	9,000.00	9,000.00	—	—	9,000.00	100%	—	450.00
	Tile Labor	80,000.00	80,000.00	—	—	80,000.00	100%	—	4,000.00
	Tile Bag Goods	14,000.00	14,000.00	—	—	14,000.00	100%	—	700.00
	Tile	30,000.00	30,000.00	—	—	30,000.00	100%	—	1,500.00
	Plaster	200,000.00	200,000.00	—	—	200,000.00	100%	—	10,000.00
	Grating	35,000.00	35,000.00	—	—	35,000.00	100%	—	1,750.00
	Grating Labor	16,000.00	16,000.00	—	—	16,000.00	100%	—	800.00
	Deck Equipment	290,000.00	290,000.00	—	—	290,000.00	100%	—	14,500.00
	Deck Equipment Labor	56,000.00	56,000.00	—	—	56,000.00	100%	—	2,800.00
	Pool Equipment	145,000.00	145,000.00	—	—	145,000.00	100%	—	7,250.00
	Pool Lights	60,000.00	60,000.00	—	—	60,000.00	100%	—	3,000.00
	Chemicals	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
	Chemical Controller	12,000.00	12,000.00	—	—	12,000.00	100%	—	600.00
	Ultra Violet	95,000.00	95,000.00	—	—	95,000.00	100%	—	4,750.00
	Pumps	28,000.00	28,000.00	—	—	28,000.00	100%	—	1,400.00
	Strainers	16,000.00	16,000.00	—	—	16,000.00	100%	—	800.00
	Filter	190,000.00	190,000.00	—	—	190,000.00	100%	—	9,500.00
	Filter Media	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
	Heaters	104,000.00	104,000.00	—	—	104,000.00	100%	—	5,200.00
	Bulkhead	390,000.00	390,000.00	—	—	390,000.00	100%	—	19,500.00
	VFDs	22,000.00	22,000.00	—	—	22,000.00	100%	—	1,100.00
	Mechanical Labor - Equipment Room	250,000.00	250,000.00	—	—	250,000.00	100%	—	12,500.00
	Mechanical Labor - Undergrounds	140,000.00	140,000.00	—	—	140,000.00	100%	—	7,000.00
	Valves	114,000.00	114,000.00	—	—	114,000.00	100%	—	5,700.00
	PVC Pipe & Fittings	325,000.00	325,000.00	—	—	325,000.00	100%	—	16,250.00
	Fasteners & Hardware	29,000.00	29,000.00	—	—	29,000.00	100%	—	1,450.00

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
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		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Electrical	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
	Commissioning	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
			—	—	—	—		—	
			—	—	—	—		—	
	Sub-total	4,548,559.00	4,548,559.00	—	—	4,548,559.00		—	227,427.95
14-000	Elevators								
14-200	Elevators Subcontractor	—	—	—	—	—		—	
	Elevator, Equipment & Materials	46,877.00	46,877.00	—	—	46,877.00	100%	—	2,343.85
	Elevator Labor	21,373.00	21,373.00	—	—	21,373.00	100%	—	1,068.65
	TDLR & QFI-1 fees	550.00	550.00	—	—	550.00	100%	—	27.50
			—	—	—	—		—	
	Sub-total	68,800.00	68,800.00	—	—	68,800.00		—	3,440.00
	MEP								
15-100	Plumbing	—	—	—	—	—		—	
	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
	Rough In underground -- Materials	25,000.00	25,000.00	—	—	25,000.00	100%	—	1,250.00
	Rough In underground -- Labor	45,000.00	45,000.00	—	—	45,000.00	100%	—	2,250.00
	Top Out Water I & V -- Materials	81,000.00	81,000.00	—	—	81,000.00	100%	—	4,050.00
	Top Out Water I & V -- Labor	130,000.00	130,000.00	—	—	130,000.00	100%	—	6,500.00
	Roof Drains -- Materials	16,500.00	16,500.00	—	—	16,500.00	100%	—	825.00
	Roof Drains -- Labor	22,500.00	22,500.00	—	—	22,500.00	100%	—	1,125.00
	Gas Line -- Materials	12,600.00	12,600.00	—	—	12,600.00	100%	—	630.00
	Gas Line -- Labor	19,000.00	19,000.00	—	—	19,000.00	100%	—	950.00
	Insulation -- Materials	13,900.00	13,900.00	—	—	13,900.00	100%	—	695.00
	Insulation -- Labor	17,500.00	17,500.00	—	—	17,500.00	100%	—	875.00
	Trench Drain -- Materials	14,000.00	14,000.00	—	—	14,000.00	100%	—	700.00
	Trench Drain -- Labor	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
	Fixtures -- Materials	80,000.00	80,000.00	—	—	80,000.00	100%	—	4,000.00
	Fixtures -- Labor	30,000.00	30,000.00	—	—	30,000.00	100%	—	1,500.00
			—	—	—	—		—	
			—	—	—	—		—	
15-300	Fire sprinkler system	—	—	—	—	—		—	
	Design	14,890.00	14,890.00	—	—	14,890.00	100%	—	744.50
	Shop - Labor -	10,112.00	10,112.00	—	—	10,112.00	100%	—	505.60
	Inside Bldg Main & Branches - Materials -	47,015.00	47,015.00	—	—	47,015.00	100%	—	2,350.75
	Inside Bldg Main & Branches - Labor -	29,805.00	29,805.00	—	—	29,805.00	100%	—	1,490.25

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
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		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Inside Bldg Drops - Materials -	33,558.00	33,558.00	—	—	33,558.00	100%	—	1,677.90
	Inside Bldg Drops - Labor -	20,120.00	20,120.00	—	—	20,120.00	100%	—	1,006.00
	Risers & Valves. - Materials -	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
	Risers & Valves. - Labor -	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
			—	—	—	—		—	
15-500	HVAC		—	—	—	—		—	
	Mobilization	20,134.00	20,134.00	—	—	20,134.00	100%	—	1,006.70
	Coordination Drawings	32,163.00	32,163.00	—	—	32,163.00	100%	—	1,608.15
	Insurances	33,202.00	33,202.00	—	—	33,202.00	100%	—	1,660.10
	Equipment Rental	30,000.00	30,000.00	—	—	30,000.00	100%	—	1,500.00
	Sheet Metal Duct Fab Materials	294,417.00	294,417.00	—	—	294,417.00	100%	—	14,720.85
	Sheet Metal Duct Fab Labor	58,747.00	58,747.00	—	—	58,747.00	100%	—	2,937.35
	Sheet Metal Duct Install Materials	58,543.00	58,543.00	—	—	58,543.00	100%	—	2,927.15
	Sheet Metal Duct Install Labor	225,945.00	225,945.00	—	—	225,945.00	100%	—	11,297.25
	Mechanical Insulation Material	33,898.00	33,898.00	—	—	33,898.00	100%	—	1,694.90
	Mechanical Insulation Labor	75,390.00	75,390.00	—	—	75,390.00	100%	—	3,769.50
	Pipe & Glycol Material	55,936.00	55,936.00	—	—	55,936.00	100%	—	2,796.80
	Pipe & Glycol Labor	46,505.00	46,505.00	—	—	46,505.00	100%	—	2,325.25
	Pipe Excavation & Backfill	22,385.00	22,385.00	—	—	22,385.00	100%	—	1,119.25
	Unit Heaters, Fans, Hoods Mtl.	10,710.00	10,710.00	—	—	10,710.00	100%	—	535.50
	Unit Heaters, Fans, Hoods Lbr.	2,253.00	2,253.00	—	—	2,253.00	100%	—	112.65
	VAV Boxes Material	13,043.00	13,043.00	—	—	13,043.00	100%	—	652.15
	VAV Boxes Labor	6,821.00	6,821.00	—	—	6,821.00	100%	—	341.05
	Packaged DX RTU's Material	171,995.00	171,995.00	—	—	171,995.00	100%	—	8,599.75
	Packaged DX RTU's Labor	2,523.00	2,523.00	—	—	2,523.00	100%	—	126.15
	Dehumidification Units Material	1,029,520.00	1,029,520.00	—	—	1,029,520.00	100%	—	51,476.00
	Dehumidification Units Labor	13,665.00	13,665.00	—	—	13,665.00	100%	—	683.25
	Air Devices Material	24,036.00	24,036.00	—	—	24,036.00	100%	—	1,201.80
	Air Devices Labor	2,436.00	2,436.00	—	—	2,436.00	100%	—	121.80
	Louvers Material	59,608.00	59,608.00	—	—	59,608.00	100%	—	2,980.40
	Louvers Labor	3,373.00	3,373.00	—	—	3,373.00	100%	—	168.65
	Controls	74,454.00	74,454.00	—	—	74,454.00	100%	—	3,722.70
			—	—	—	—		—	
	Electrical								
16-100	Mobilization	46,096.00	46,096.00	—	—	46,096.00	100%	—	2,304.80
	Lighting - Material	161,300.00	161,300.00	—	—	161,300.00	100%	—	8,065.00
	Lighting - Labor	16,862.00	16,862.00	—	—	16,862.00	100%	—	843.10
	Gear - Material	109,650.00	109,650.00	—	—	109,650.00	100%	—	5,482.50

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
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			Previous	This Period					
	Gear - Labor	10,200.00	10,200.00	—	—	10,200.00	100%	—	510.00
	Underground - Matrial	7,500.00	7,500.00	—	—	7,500.00	100%	—	375.00
	Underground - Labor	31,750.00	31,750.00	—	—	31,750.00	100%	—	1,587.50
	Rough In - Matrial	81,958.00	81,958.00	—	—	81,958.00	100%	—	4,097.90
	Rough In - Labor	73,100.00	73,100.00	—	—	73,100.00	100%	—	3,655.00
	Wire - Matrial	93,650.00	93,650.00	—	—	93,650.00	100%	—	4,682.50
	Wire - Labor	37,400.00	37,400.00	—	—	37,400.00	100%	—	1,870.00
	Finish Out - Matrial	12,000.00	12,000.00	—	—	12,000.00	100%	—	600.00
	Finish Out - Labor	12,000.00	12,000.00	—	—	12,000.00	100%	—	600.00
	Fire Alarm-	27,430.00	27,430.00	—	—	27,430.00	100%	—	1,371.50
			—	—	—	—		—	
BF007	Light Fixt. K & KE (Dwgs) to Zitro #9-VE	141,700.00	141,700.00	—	—	141,700.00	100%	—	7,085.00
			—	—	—	—		—	
			—	—	—	—		—	
			—	—	—	—		—	
	Sub-total	3,949,298.00	3,949,298.00	—	—	3,949,298.00		—	197,464.90
	Betterment fund By Change in Scope								
AEA - 01	CR 01 - Structural Change	—	—	—	—	—		—	
AEA - 01	CR 03R Lime Stabilization of Dive Pool	11,731.00	11,731.00	—	—	11,731.00	100%	—	586.55
AEA - 01	CR 04 -Alum. Duct over Pool	52,984.00	52,984.00	—	—	52,984.00	100%	—	2,649.20
AEA - 01	CR 05 - Deduct Power to Telescopic Bleacher	(20,478.00)	(20,478.00)	—	—	(20,478.00)	100%	—	(1,023.90)
AEA - 01	CR 08 - Magnesoa core substitution	(80,766.00)	(80,766.00)	—	—	(80,766.00)	100%	—	(4,038.30)
AEA - 01	CR 09R - RFP 02- Tile Credits	(33,654.00)	(33,654.00)	—	—	(33,654.00)	100%	—	(1,682.70)
AEA - 01	CR 10 - Johnson Controls vs Automated Logic	60,269.00	60,269.00	—	—	60,269.00	100%	—	3,013.45
AEA - 01	CR 12 - PR 04 - Add Exterior Ceramic Options	15,490.00	15,490.00	—	—	15,490.00	100%	—	774.50
AEA - 01	CR 15 - Change Roof Drain to Storm Line Conne	(12,500.00)	(12,500.00)	—	—	(12,500.00)	100%	—	(625.00)
AEA - 01	CR 16a Rev - Opt-1 Omit Room 168 Add Mason	(2,094.00)	(2,094.00)	—	—	(2,094.00)	100%	—	(104.70)
AEA - 01	CR 17 - Hard. Remove Power supplies-Dr contac	(2,160.00)	(2,160.00)	—	—	(2,160.00)	100%	—	(108.00)
AEA - 01	CR 18 - Credit for Masonry Walls	(13,252.00)	(13,252.00)	—	—	(13,252.00)	100%	—	(662.60)
AEA - 01	CR 20 - Credit for Type M1 Walls	(5,425.00)	(5,425.00)	—	—	(5,425.00)	100%	—	(271.25)
AEA - 01	CR 21 - RFI 73 -Revisions to Main Entry	5,488.00	5,488.00	—	—	5,488.00	100%	—	274.40
AEA - 01	CR 22 - Change HC Toilet Partitions	539.00	539.00	—	—	539.00	100%	—	26.95
		—	—	—	—	—		—	
AEA - 02	CR 14 Rev3 - RFI 60 Fire Pump and related Elec	45,683.00	45,683.00	—	—	45,683.00	100%	—	2,284.15
		—	—	—	—	—		—	
AEA - 03	CR 25 - PR 06 - Modifications at 2nd Floor Obser	1,576.70	1,576.70	—	—	1,576.70	100%	—	78.84
AEA - 03	CR 27 - PR 08 - Add Lintel Support for Bleachers	942.00	942.00	—	—	942.00	100%	—	47.10

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
Retainage:	5%							Period From:	2/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
BF001	Architectural Design Contingency	15,000.00	15,000.00	—	—	15,000.00	100%	—	750.00
BF002	MEP Commissioning IECC 2015	70,000.00	70,000.00	—	—	70,000.00	100%	—	3,500.00
BF003	MEP Allowance Test & Balance	35,000.00	35,000.00	—	—	35,000.00	100%	—	1,750.00
BF004	Structural Allowance	83,000.00	83,000.00	—	—	83,000.00	100%	—	4,150.00
	CR 14 Rev3 - RFI 60 Fire Pump Difference	(21,855.00)	(21,855.00)	—	—	(21,855.00)	100%	—	(1,092.75)
	AEA 01, 02, 03 + CR 30 -- APPROVED	36,363.30	36,363.30	—	—	36,363.30	100%	—	1,818.17
	AEA 04, charge contingency	15,071.00	15,071.00	—	—	15,071.00	100%	—	753.55
CO 01 /AEA 05	CO 01 -Reduce Struc. Allow (By Owner)	(55,727.68)	(55,727.68)	—	—	(55,727.68)	100%	—	(2,786.38)
AEA 06	Charge contingencies	(15,715.89)	(15,715.89)	—	—	(15,715.89)	100%	—	(785.79)
AEA 07	Charge contingencies	(16,310.00)	(16,310.00)	—	—	(16,310.00)	100%	—	(815.50)
AEA 08	Charge contingencies	(6,197.00)	(6,197.00)	—	—	(6,197.00)	100%	—	(309.85)
		—	—	—	—	—	—	—	—
AEA 09	CR 44 - Credit for one ladder with cage	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
		—	—	—	—	—	—	—	—
AEA 10	CR 46 - CR 11-1- Credit for Sidewalks-Backup	10,830.00	10,830.00	—	—	10,830.00	100%	—	541.50
AEA 10	CR 47 - ASI 09 - Electrical for Access Controls, D	(55,003.00)	(55,003.00)	—	—	(55,003.00)	100%	—	(2,750.15)
AEA 10	CR 48 - ASI 22 - Electrical for Access Controls, V	(14,245.00)	(14,245.00)	—	—	(14,245.00)	100%	—	(712.25)
AEA 10	CR 49 - PR 12 - Dive Harness Pulley Modification	(11,688.00)	(11,688.00)	—	—	(11,688.00)	100%	—	(584.40)
AEA 10	CR 45 - PR 13 - Partitions and Doors at Corridor	(32,575.00)	(32,575.00)	—	—	(32,575.00)	100%	—	(1,628.75)
		—	—	—	—	—	—	—	—
AEA 11	Deduction of Contingency Balance	(66,947.73)	(66,947.73)	—	—	(66,947.73)	100%	—	(3,347.39)
AEA 11	CR 53 - PR 15 - Signage Package for small mon	(22,457.00)	(22,457.00)	—	—	(22,457.00)	100%	—	(1,122.85)
AEA 11	CR 54 Alt Rev1 - OH Door 10WX12H at NE Dive	(28,308.00)	(28,308.00)	—	—	(28,308.00)	100%	—	(1,415.40)
AEA 11	CR 56 - Display Scoreboards at Comp Pool Area	(282,442.00)	(282,442.00)	—	—	(282,442.00)	100%	—	(14,122.10)
AEA 11	CR 58 - ADD HVAC Test and Balancing Service	(18,321.00)	(17,500.00)	(821.00)	—	(18,321.00)	100%	—	(916.05)
AEA 11	CR 59 - Run Flex thru SB Poles for Wifi	(2,374.00)	(2,374.00)	—	—	(2,374.00)	100%	—	(118.70)
		—	—	—	—	—	—	—	—
BF005	Security and Cameras Allowance	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
BF006	Signage Allowance	15,000.00	15,000.00	—	—	15,000.00	100%	—	750.00
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
	Sub-total	(353,902.00)	(353,081.00)	(821.00)	—	(353,902.00)	—	—	(17,695.09)
	Change Orders								
	PENDING CHANGE ORDER								
C.O. 03	CR 53 - PR 15 - Signage Package for small mon	22,457.00	22,457.00	—	—	22,457.00	100%	—	1,122.85

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-eight
Job #	20-084							Application Date:	2/28/2022
Retainage:	5%							Period From:	2/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	2/28/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
C.O. 03	CR 54 Alt Rev1 - OH Door 10WX12H at NE Dive	28,308.00	28,308.00	—	—	28,308.00	100%	—	1,415.40
C.O. 03	CR 56 - Display Scoreboards at Comp Pool Area	282,442.00	282,442.00	—	—	282,442.00	100%	—	14,122.10
C.O. 03	CR 58 - ADD HVAC Test and Balancing Service	18,321.00	17,500.00	821.00	—	18,321.00	100%	—	916.05
C.O. 03	CR 59 - Run Flex thru SB Poles for Wifi	2,374.00	2,374.00	—	—	2,374.00	100%	—	118.70
AEA 11	DEDUCT TO COMPLETE C.O. # 03	(66,947.73)	(66,947.73)	—	—	(66,947.73)	100%	—	(3,347.39)
	TOTAL FOR C. O. # 03 = 286,954.27	—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
C.O. 04	CR 61 - Provide and install two knox boxes as per	2,963.00	2,963.00	—	—	2,963.00	100%	—	148.15
C.O. 04	CR 62 - Fire Alarm issues per FD Walk Thru	2,670.00	2,670.00	—	—	2,670.00	100%	—	133.50
C.O. 04	CR 63 -Fire Alarm Radio and Activation	864.00	864.00	—	—	864.00	100%	—	43.20
C.O. 04	CR 64 - Floor Drain in Fire Riser Room	3,063.00	3,063.00	—	—	3,063.00	100%	—	153.15
C.O. 04	CR 65 - P&I Booster Pump for Irrigation System	29,179.00	29,179.00	—	—	29,179.00	100%	—	1,458.95
C.O. 04	CR 66 - Elect.Power Supplies-VOID	—	—	—	—	—	—	—	—
C.O. 04	CR 67 - Electrical requirements for Pool Equip. /	23,820.00	23,820.00	—	—	23,820.00	100%	—	1,191.00
C.O. 04	CR 68 - A.C. requirement at Elevator Equipment	25,392.00	25,392.00	—	—	25,392.00	100%	—	1,269.60
C.O. 04	CR 69 - Change from Seeding to Sod	121,085.00	121,085.00	—	—	121,085.00	100%	—	6,054.25
C.O. 04	CR 70 - PSJA Sign logo PENDING	124,088.00	62,044.00	—	—	62,044.00	50%	62,044.00	3,102.20
C.O. 04	CR 71 - Prov. Pump at Pool Equip.	34,886.97	—	—	—	—	—	34,886.97	—
C.O. 04	CR 72 - Conduit for Ethernet @ PAHUs	5,495.00	5,495.00	—	—	5,495.00	100%	—	274.75
C.O. 04	CR 73 - Provide power fo Pace clocks	2,315.00	2,315.00	—	—	2,315.00	100%	—	115.75
C.O. 04	CR 74 - Privacy Doors at Restrooms 138 & 139	11,505.00	11,505.00	—	—	11,505.00	100%	—	575.25
C.O. 04	CR 77 - Credit for Twisting Belts	(930.00)	—	—	—	—	—	(930.00)	—
C.O. 04	CR 78 - PR 24 - Addl Exhaust Duct at Chemical	4,175.00	—	—	—	—	—	4,175.00	—
C.O. 04	CR 79 - Photo cells / Elec for PSJA signs	7,274.00	—	—	—	—	—	7,274.00	—
C.O. 04	CR 80 - Credit for Sod overcharge (CR 69)	(7,136.56)	—	—	—	—	—	(7,136.56)	—
C.O. 04	CR 81 - Credit for overpayment on CR 63	(864.00)	—	—	—	—	—	(864.00)	—
	TOTAL C.O. # 04 = \$ 389,844.41	—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
	Sub-total	676,798.68	576,528.27	821.00	—	577,349.27	—	99,449.41	28,867.46
	Contract sum	23,786,279.00	23,686,008.59	821.00	—	23,686,829.59	100%	99,449.41	1,184,341.49

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 20-084

TO OWNER: City of Pharr
118 S Cage Blvd
Pharr, TX 78577

PROJECT: Aquatic Center

APPLICATION NO.: Twenty-nine

PERIOD TO: 3/31/2022

Contract No:

Job Order No.:

CONTRACT DATE: 9/23/2019

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

VIA: The Warren Group Architects

1801 S 2nd St., Suite 330
McAllen, TX 78503

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 23,165,208.00
2. Net Change by Change Orders	621,071.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	23,786,279.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on)	23,786,279.00
5. RETAINAGE:	
a. 0% of Completed Work \$ — (Columns D + E on Continuation Sheet)	
b. 0% of Stored Material — (Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	—
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	23,786,279.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	22,502,488.10
8. CURRENT PAYMENT DUE	\$ 1,283,790.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ —

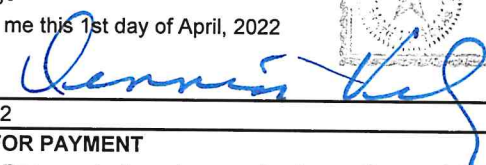
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

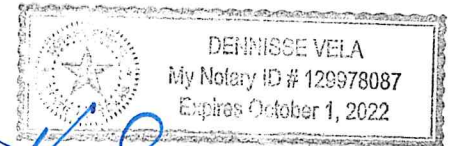
Contractor: D. Wilson Construction Company

By:  Date: April 1, 2022

State of Texas, County of Hidalgo

Subscribed and sworn to before me this 1st day of April, 2022

Notary Public Dennisse Vela 
My Commission expires 10/01/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 286,954.27	\$ (55,727.68)
Total approved this Month	389,844.41	—
TOTALS	676,798.68	(55,727.68)
NET CHANGES by Change Order		\$ 621,071.00

Payment Request No. **29**
 Period: **03/01/2022** to **03/31/2022**
 PO# **176061**
 Owner: **City of Pharr/PSJA**
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: **D. Wilson Construction Co.**
PO Box 3455
McAllen, Texas 78502

Project: **City of Pharr Aquatic Facility**
 Bid No. 1819-35-510-C011-051

Original Contract Amount: **\$23,165,208.00**
 Change Orders: **\$621,071.00**
 Contract Amount to Date: **\$23,786,279.00**
 Total to Date: **\$23,786,279.00**
 Total Stored to Date: **\$0.00**
 Total to Date: **\$23,786,279.00**
 Retainage: **—**
 Total Due Less Retainage: **\$23,786,279.00**
 Less Previous Payments: **\$22,501,708.15**
 Current Payment Due: **\$1,284,570.85**

Percent Completed: **100.00%**

Original Contract Time (Days): **550**
 Change Orders (days): **245**
 Notice to Proceed **11/1/2019**
 Completion Date **1/4/2022**
 Contract Time Used **160.36%**

Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
1		(55,727.68)	60	
2	Days Added to contract		101	
3	286,954.27	—	0	
4	389,844.41	—	84	
Total	676,798.68	(55,727.68)	245	
* Provide Documentation			Attachment "B"	

Contractor:

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

Signature: _____

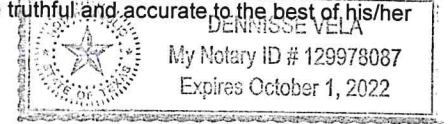
4/1/2022
 Date

Subscribed to and sworn to before me this 1st day of April, 2022

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

Notary Public: _____

My Commission Expires: October 1, 2022



Architect of Record

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

Signature: _____

Date: _____

Approved:

Albert Cardenas
 Easton Acquisitions, Inc.
 Construction Manager

Signature

Date

Omar Anzaldue Jr., PE
 City Engineer

Signature

Date

Ignacio Amezcua
 Purchasing Director

Signature

Date

Ed Wylie
 Interim City Manager

Signature

Date

Karla Saavedra
 Finance Director

Signature

Date

Reserved

Signature

Date



	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	General Conditions								
01-010	General Conditions	569,119.00	569,119.00	—	—	569,119.00	100%	—	—
01-011	Mobilization	17,500.00	17,500.00	—	—	17,500.00	100%	—	—
91-870	Bond	207,987.00	207,987.00	—	—	207,987.00	100%	—	—
91-871	Builder's Risk	61,400.00	61,400.00	—	—	61,400.00	100%	—	—
91-874	Liability Insurance	259,300.00	259,300.00	—	—	259,300.00	100%	—	—
02-001	File NOI & NOT	1,500.00	1,500.00	—	—	1,500.00	100%	—	—
02-006	SWPP-Silt fence w/ Const. Entr	3,500.00	3,500.00	—	—	3,500.00	100%	—	—
	Sub-total	1,120,306.00	1,120,306.00	—	—	1,120,306.00		—	—
	Sitework								
02-100	Sitework contractor	—	—	—	—	—		—	—
	Mobilization	35,000.00	35,000.00	—	—	35,000.00	100%	—	—
	Site Clearing/Silt fence w/ Const. Entrance	53,000.00	53,000.00	—	—	53,000.00	100%	—	—
	Building Pads and Final Grading	318,000.00	318,000.00	—	—	318,000.00	100%	—	—
	Lime Stab., Base w/Lime, Paving w/ C&G	—	—	—	—	—		—	—
	Lime Treated Subgrade	—	—	—	—	—		—	—
	Cut & Fill (Light Duty HMCA)	18,370.00	18,370.00	—	—	18,370.00	100%	—	—
	6" Subgrade w/2% Lime Treated	29,397.20	29,397.20	—	—	29,397.20	100%	—	—
	Cut & Fill (Heavy Duty HMA)	9,765.00	9,765.00	—	—	9,765.00	100%	—	—
	6" Subgrade w/2% Lime Treated	14,904.20	14,904.20	—	—	14,904.20	100%	—	—
	Cut & Fill (Concrete Paving)	2,861.00	2,861.00	—	—	2,861.00	100%	—	—
	6" Subgrade w/2% Lime Treated	1,702.60	1,702.60	—	—	1,702.60	100%	—	—
	Caliche Treated	—	—	—	—	—		—	—
	8" Caliche Treated TyB GR 1	130,664.00	130,664.00	—	—	130,664.00	100%	—	—
	10" Caliche Treated TyB GR 1-	82,563.00	82,563.00	—	—	82,563.00	100%	—	—
	HMAC	—	—	—	—	—		—	—
	2" TY D HMAC	200,410.00	200,410.00	—	—	200,410.00	100%	—	—
	2.5" TY D HMAC	117,590.00	117,590.00	—	—	117,590.00	100%	—	—
	Conc Curb & Edge Curbs	81,000.00	81,000.00	—	—	81,000.00	100%	—	—
02-500	Conc. paving material only	26,010.00	26,010.00	—	—	26,010.00	100%	—	—
	Conc Paving (Aprons Only) Labor	56,250.00	56,250.00	—	—	56,250.00	100%	—	—
	Pool Excavation	98,320.00	98,320.00	—	—	98,320.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
			—	—	—	—		—	
	Utilities- Water	—	—	—	—	—		—	
	Water Lines - 4" + 6" + 12" + Hydrants	70,000.00	70,000.00	—	—	70,000.00	100%	—	—
			—	—	—	—		—	
	Fire Line / FDC	—	—	—	—	—		—	
	Fire Line - FDC + Fire Line	25,000.00	25,000.00	—	—	25,000.00	100%	—	—
			—	—	—	—		—	
	Utilities- Sewer	—	—	—	—	—		—	
	Sewer Lines 4" + 6" + 8"	41,000.00	41,000.00	—	—	41,000.00	100%	—	—
	Sewer Lines 12" + Manholes	94,000.00	94,000.00	—	—	94,000.00	100%	—	—
			—	—	—	—		—	
	Utilities- Storm	—	—	—	—	—		—	
	Storm Lines - HP + Inlets	174,000.00	174,000.00	—	—	174,000.00	100%	—	—
	Bio-Filtration / Detention Basis	22,000.00	22,000.00	—	—	22,000.00	100%	—	—
	Detention Ponds + Swales	39,000.00	39,000.00	—	—	39,000.00	100%	—	—
			—	—	—	—		—	
02-850	Pavement Markings/ Signage/ Wheel Stops	36,000.00	36,000.00	—	—	36,000.00	100%	—	—
			—	—	—	—		—	
02-135	Dewatering at pool excavation	40,000.00	40,000.00	—	—	40,000.00	100%	—	—
			—	—	—	—		—	
02-108	Gas line	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
02-280	Termite control	8,000.00	8,000.00	—	—	8,000.00	100%	—	—
02-283	Sand cushion under sidewalk	8,500.00	8,500.00	—	—	8,500.00	100%	—	—
02-530	Splash blocks	1,250.00	1,250.00	—	—	1,250.00	100%	—	—
02-830	Chain link fence	10,000.00	10,000.00	—	—	10,000.00	100%	—	—
			—	—	—	—		—	
02-900	Landscaping & Irrigation	—	—	—	—	—		—	
	Irrigation	50,000.00	50,000.00	—	—	50,000.00	100%	—	—
	Mobilization / Submittals	2,335.00	2,335.00	—	—	2,335.00	100%	—	—
	Trees	41,700.00	41,700.00	—	—	41,700.00	100%	—	—
	Plants / Alum Edging	31,125.00	31,125.00	—	—	31,125.00	100%	—	—
	Boulders	3,400.00	3,400.00	—	—	3,400.00	100%	—	—
	Premium Compost	5,590.00	5,590.00	—	—	5,590.00	100%	—	—
	Topsoil	6,100.00	6,100.00	—	—	6,100.00	100%	—	—
	Hardwood / Hrdmulch	11,750.00	11,750.00	—	—	11,750.00	100%	—	—
	Weed Barriers/Decomposed Granite	5,500.00	5,500.00	—	—	5,500.00	100%	—	—
	Gravel	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
			—	—	—	—		—	
	Sub-total	2,009,557.00	2,009,557.00	—	—	2,009,557.00		—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Concrete								
03-070	Concrete material - PO Only	340,560.00	340,560.00	—	—	340,560.00	100%	—	—
02-289	Sidewalk - material only	34,790.00	34,790.00	—	—	34,790.00	100%	—	—
02-351	Pier concrete Material	93,534.00	93,534.00	—	—	93,534.00	100%	—	—
03-072	Diving Tower Concrete Material	84,100.00	84,100.00	—	—	84,100.00	100%	—	—
			—	—	—	—		—	
03-088	Pre-Cast Concrete Stairs (Bleachers)	220,000.00	220,000.00	—	—	220,000.00	100%	—	—
			—	—	—	—		—	
03-250	Accessories for Concrete	54,310.00	54,310.00	—	—	54,310.00	100%	—	—
			—	—	—	—		—	
03-100	Concrete finishing sub.	—	—	—	—	—		—	
03-114	Pier drilling	326,968.00	326,968.00	—	—	326,968.00	100%	—	—
	Piers Labor	195,400.00	195,400.00	—	—	195,400.00	100%	—	—
	Piers Logs & Surveying	5,500.00	5,500.00	—	—	5,500.00	100%	—	—
	Equipment Rental	53,000.00	53,000.00	—	—	53,000.00	100%	—	—
	Forms Rental	38,500.00	38,500.00	—	—	38,500.00	100%	—	—
	Shoring Rental	26,500.00	26,500.00	—	—	26,500.00	100%	—	—
	Scaffolding Rental	15,200.00	15,200.00	—	—	15,200.00	100%	—	—
	Crane / Operator Rental	34,500.00	34,500.00	—	—	34,500.00	100%	—	—
	Concrete Access. + Misc. Items from Sub.	50,000.00	50,000.00	—	—	50,000.00	100%	—	—
		—	—	—	—	—		—	
03-200	Reinforcing steel (PO only)	197,514.00	197,514.00	—	—	197,514.00	100%	—	—
		—	—	—	—	—		—	
03-110	Concrete pump	33,191.00	33,191.00	—	—	33,191.00	100%	—	—
		—	—	—	—	—		—	
	CIP Wall / FTGs at Dive Pool Tower (Double)	—	—	—	—	—		—	
	Conc FTG @ Floor Labor	15,500.00	15,500.00	—	—	15,500.00	100%	—	—
	CIP Dive Tower Labor - @ Walls - Labor	149,750.00	149,750.00	—	—	149,750.00	100%	—	—
	Metal Shoring - Labor Installation	7,000.00	7,000.00	—	—	7,000.00	100%	—	—
	Scaffolding / Shoring - Labor Installation	7,500.00	7,500.00	—	—	7,500.00	100%	—	—
	Forms Installation	12,500.00	12,500.00	—	—	12,500.00	100%	—	—
		—	—	—	—	—		—	
	CIP Wall / FTGs at Dive Pool Tower (North)	—	—	—	—	—		—	
	Conc FTG @ Floor	9,500.00	9,500.00	—	—	9,500.00	100%	—	—
	CIP Dive Tower Labor - @ Walls	40,725.00	40,725.00	—	—	40,725.00	100%	—	—
	Metal Shoring - Labor Installation	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
	Scaffolding / Shoring - Labor Installation	7,500.00	7,500.00	—	—	7,500.00	100%	—	—
	Forms Installation	8,500.00	8,500.00	—	—	8,500.00	100%	—	—

	City of Pharr/PSJA Aquatic						Application No.:	Twenty-nine	
Job #	20-084						Application Date:	3/31/2022	
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		389,844.00	C.O. # 04 = PENDING				To:	3/31/2022	
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
		—	—	—	—	—		—	
	CIP Wall / FTGs at Dive Pool Tower (South)	—	—	—	—	—		—	
	Conc FTG @ Floor - Labor	9,500.00	9,500.00	—	—	9,500.00	100%	—	—
	CIP Dive Tower Labor - @ Walls	40,725.00	40,725.00	—	—	40,725.00	100%	—	—
	Metal Shoring - Labor Installation	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
	Scaffolding / Shoring - Labor Installation	7,500.00	7,500.00	—	—	7,500.00	100%	—	—
	Forms Installation	8,500.00	8,500.00	—	—	8,500.00	100%	—	—
		—	—	—	—	—		—	
	CIP Conc @ Pool Mech Room Pit	—	—	—	—	—		—	
	Conc FTG @ Floor	5,500.00	5,500.00	—	—	5,500.00	100%	—	—
	Conc Forms / Shoring @ Walls	24,500.00	24,500.00	—	—	24,500.00	100%	—	—
	Conc Reinforcing @ Walls	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
	Conc Walls Placement	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
		—	—	—	—	—		—	
	CIP Conc @ Elevator Pit	—	—	—	—	—		—	
	Conc FTG @ Floor	2,000.00	2,000.00	—	—	2,000.00	100%	—	—
	Conc Forms / Shoring @ Walls	4,500.00	4,500.00	—	—	4,500.00	100%	—	—
	Conc Reinforcing @ Walls	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
	Conc Walls Placement	3,500.00	3,500.00	—	—	3,500.00	100%	—	—
		—	—	—	—	—		—	
	Conc Grade Beams / Slab Labor - Bldg C	33,493.00	33,493.00	—	—	33,493.00	100%	—	—
	Conc Grade Beams / Slab Labor - Bldg A	136,670.00	136,670.00	—	—	136,670.00	100%	—	—
	Conc Grade Beams / Slab Labor - Bldg B	59,031.00	59,031.00	—	—	59,031.00	100%	—	—
		—	—	—	—	—		—	
	Conc Stairs Labor - 1	9,425.00	9,425.00	—	—	9,425.00	100%	—	—
	Conc Stairs Labor - 2	9,425.00	9,425.00	—	—	9,425.00	100%	—	—
	Conc Stairs Labor - 3	9,425.00	9,425.00	—	—	9,425.00	100%	—	—
	Conc Forms / Shoring @ Walls for Stairs (3)	4,500.00	4,500.00	—	—	4,500.00	100%	—	—
		—	—	—	—	—		—	
	Conc Landing (Walkway) @ Bleachers Labor	95,300.00	95,300.00	—	—	95,300.00	100%	—	—
	Conc Forms / Shoring @ Walls	7,500.00	7,500.00	—	—	7,500.00	100%	—	—
	Conc Reinforcing @ Walls	4,500.00	4,500.00	—	—	4,500.00	100%	—	—
		—	—	—	—	—		—	
	Conc Pad @ Canopy area Labor - 1	1,835.00	1,835.00	—	—	1,835.00	100%	—	—
	Conc Pad @ Canopy area Labor - 2	1,835.00	1,835.00	—	—	1,835.00	100%	—	—
	Conc Pad @ Canopy area Labor - 3	1,835.00	1,835.00	—	—	1,835.00	100%	—	—
		—	—	—	—	—		—	
	Conc @ Mech Pad Labor - 1	2,500.00	2,500.00	—	—	2,500.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Conc @ Mech Pad Labor - 2	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
	Conc @ Mech Pad Labor - 3	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
	Conc @ Flag Poles Labor	3,500.00	3,500.00	—	—	3,500.00	100%	—	—
	Conc @ Monument Sign FTG Labor	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
	Conc @ Monument / CMU - South - FTG Labor	3,800.00	3,800.00	—	—	3,800.00	100%	—	—
	Conc @ Monument / CMU - Bus - FTG Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
	—	—	—	—	—	—	—	—	—
	Conc @ Housekeeping Pads (Inside) Labor	7,500.00	7,500.00	—	—	7,500.00	100%	—	—
	Conc @ Sidewalks Labor	56,300.00	56,300.00	—	—	56,300.00	100%	—	—
	—	—	—	—	—	—	—	—	—
	Conc @ Bollards	1,000.00	1,000.00	—	—	1,000.00	100%	—	—
	Pipe Bollard Installation	1,500.00	1,500.00	—	—	1,500.00	100%	—	—
03-083	Light pole bases x / Xtmr X -- Materials & Access	5,782.00	5,782.00	—	—	5,782.00	100%	—	—
	Conc @ Transformer Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
	Light Pole Labor	8,500.00	8,500.00	—	—	8,500.00	100%	—	—
	Sub-total	2,671,423.00	2,671,423.00	—	—	2,671,423.00		—	—
	Masonry								
04-100	Masonry subcontractor	—	—	—	—	—		—	
	Submittals	4,380.00	4,380.00	—	—	4,380.00	100%	—	—
	CMU Acessories	14,680.00	14,680.00	—	—	14,680.00	100%	—	—
	CMU 12" - 8" - 6" - 4"		—	—	—	—		—	
	CMU Labor	221,923.00	221,923.00	—	—	221,923.00	100%	—	—
	CMU Materials	256,815.00	256,815.00	—	—	256,815.00	100%	—	—
	Rental Equipment	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
	Rental Scaffolds	15,000.00	15,000.00	—	—	15,000.00	100%	—	—
	—		—	—	—	—		—	
	Dryvit - Labor + Materials		—	—	—	—		—	
	Submittals	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
	Dryvit - Labor	203,876.00	203,876.00	—	—	203,876.00	100%	—	—
	Dryvit - Materials	199,600.00	199,600.00	—	—	199,600.00	100%	—	—
	Rental Equipment	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
	Rental Scaffolds	10,000.00	10,000.00	—	—	10,000.00	100%	—	—
	—		—	—	—	—		—	

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Fire Caulking and Safing Insul		—	—	—	—		—	
	Fire Caulking and Safing Insul - Labor	1,400.00	1,400.00	—	—	1,400.00	100%	—	—
	Fire Caulking and Safing Insul - Material	1,101.00	1,101.00	—	—	1,101.00	100%	—	—
	Caulk @ Sidewalks & Masonry CMU - Labor	1,890.00	1,890.00	—	—	1,890.00	100%	—	—
	Caulk @ Sidewalks & Masonry CMU - Material	3,860.00	3,860.00	—	—	3,860.00	100%	—	—
		—	—	—	—	—		—	—
	Sub-total	949,525.00	949,525.00	—	—	949,525.00		—	—
	Structural steel								
05-100	Structural steel contractor	—	—	—	—	—		—	
	Shop Drawings & Engineering	124,944.00	124,944.00	—	—	124,944.00	100%	—	—
	Structural Steel Material	1,191,676.00	1,191,676.00	—	—	1,191,676.00	100%	—	—
	Structural Steel Fabrication	1,021,348.00	1,021,348.00	—	—	1,021,348.00	100%	—	—
	Structural Steel Erections	543,000.00	543,000.00	—	—	543,000.00	100%	—	—
	Steel Joist & Deck	830,000.00	830,000.00	—	—	830,000.00	100%	—	—
	Crane / Operator Rental	40,000.00	40,000.00	—	—	40,000.00	100%	—	—
	Rental Equipment	152,600.00	152,600.00	—	—	152,600.00	100%	—	—
		—	—	—	—	—		—	—
	Mtl Fab, Lintels, Pipe Bollards, Misc Steel - Mat	4,500.00	4,500.00	—	—	4,500.00	100%	—	—
	Mtl Fab, Lintels, Pipe Bollards, Misc Steel - Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
		—	—	—	—	—		—	—
	Dumpster Gates - Materials	4,500.00	4,500.00	—	—	4,500.00	100%	—	—
	Dumpster Gates - Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	—
		—	—	—	—	—		—	—
	Caged Roof Steel Ladders, - Materials	3,500.00	3,500.00	—	—	3,500.00	100%	—	—
	Caged Roof Steel Ladders, - Labor	1,800.00	1,800.00	—	—	1,800.00	100%	—	—
		—	—	—	—	—		—	—
	Sunshades0 CR Lawrence A Main Entrance A1.21A	—	—	—	—	—		—	—
	Sunshade - Material	7,800.00	7,800.00	—	—	7,800.00	100%	—	—
	Sunshade - Labor	5,200.00	5,200.00	—	—	5,200.00	100%	—	—
		—	—	—	—	—		—	—
05-507	Aluminum ladders & handrails	—	—	—	—	—		—	—
	Rails - Diving Pool Tower 160 - Material	23,850.00	23,850.00	—	—	23,850.00	100%	—	—
	Rails - Diving Pool Tower 160 - Labor	29,150.00	29,150.00	—	—	29,150.00	100%	—	—
	Rails - Diving platforms Pool - Material	7,767.00	7,767.00	—	—	7,767.00	100%	—	—
	Rails - Diving platforms Pool - Labor	9,493.00	9,493.00	—	—	9,493.00	100%	—	—
	Rails - Staircase - Material	17,100.00	17,100.00	—	—	17,100.00	100%	—	—
	Rails - Staircase - Labor	20,900.00	20,900.00	—	—	20,900.00	100%	—	—

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			Previous	This Period					
	Rails - Stands - Material	4,968.00	4,968.00	—	—	4,968.00	100%	—	—
	Rails - Stands - Labor	6,072.00	6,072.00	—	—	6,072.00	100%	—	—
	Rails - U Line @ Mech Room -	4,020.00	4,020.00	—	—	4,020.00	100%	—	—
	Rails - U Line @ Mech Room - Labor	2,680.00	2,680.00	—	—	2,680.00	100%	—	—
	Glass Railing - Material	31,350.00	31,350.00	—	—	31,350.00	100%	—	—
	Glass Railing - Labor	25,650.00	25,650.00	—	—	25,650.00	100%	—	—
		—	—	—	—	—	—	—	—
05-812	Metal stair nosings - Materials	3,575.00	3,575.00	—	—	3,575.00	100%	—	—
		—	—	—	—	—	—	—	—
	Sub-total	4,122,443.00	4,122,443.00	—	—	4,122,443.00	—	—	—
	Carpentry & Millwork								
06-103	Rough Carpentry Material	17,000.00	17,000.00	—	—	17,000.00	100%	—	—
80-810	Rough Carpentry Labor	25,500.00	25,500.00	—	—	25,500.00	100%	—	—
06-400	Architectural woodwork (Millwork)	52,000.00	52,000.00	—	—	52,000.00	100%	—	—
	Solid Surfacing Countertops	—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
	Sub-total	94,500.00	94,500.00	—	—	94,500.00	—	—	—
	Moisture protection								
07-500	Thermoplastic Polyolefin Membrane	—	—	—	—	—	—	—	—
	Mobilizations	15,000.00	15,000.00	—	—	15,000.00	100%	—	—
	TPO & Rigid Board Insulation	208,000.00	208,000.00	—	—	208,000.00	100%	—	—
	Metal Coping / Sheet Metal Flashing & Trim	18,000.00	18,000.00	—	—	18,000.00	100%	—	—
	TPO Roofing Labor	71,000.00	71,000.00	—	—	71,000.00	100%	—	—
	Mtl Coping / Sht Mtl Flashing & Trim - Labor	33,000.00	33,000.00	—	—	33,000.00	100%	—	—
	Rentals	25,000.00	25,000.00	—	—	25,000.00	100%	—	—
		—	—	—	—	—	—	—	—
07-720	SafePro Roof Hatch Access Door	7,000.00	7,000.00	—	—	7,000.00	100%	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
	Sub-total	377,000.00	377,000.00	—	—	377,000.00	—	—	—
	Doors and windows								
08-100	Hollow metal doors & frames	—	—	—	—	—	—	—	—
	Hardware	93,135.00	93,135.00	—	—	93,135.00	100%	—	—
	Hollow metal doors	23,500.00	23,500.00	—	—	23,500.00	100%	—	—
	Hollow Metal Frames	9,115.00	9,115.00	—	—	9,115.00	100%	—	—

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	FRP Doors & Frames	63,250.00	63,250.00	—	—	63,250.00	100%	—	—
80-810	Door labor	11,000.00	11,000.00	—	—	11,000.00	100%	—	—
		—	—	—	—	—		—	—
08-360	Overhead doors	29,831.00	29,831.00	—	—	29,831.00	100%	—	—
		—	—	—	—	—		—	—
08-800	Aluminum Entrances & Entrances / Glazing	—	—	—	—	—		—	—
	Mobilization / Submittals / Shop drwgs	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
	Aluminum Material	126,940.00	126,940.00	—	—	126,940.00	100%	—	—
	Aluminum Labor	42,630.00	42,630.00	—	—	42,630.00	100%	—	—
	Glass Material	89,930.00	89,930.00	—	—	89,930.00	100%	—	—
	Glass Labor	19,500.00	19,500.00	—	—	19,500.00	100%	—	—
		—	—	—	—	—		—	—
	Sub-total	513,831.00	513,831.00	—	—	513,831.00		—	—
	Finishes								
09-100	Metal studs and drywall	—	—	—	—	—		—	—
	Insurances + Shop drawings	35,025.00	35,025.00	—	—	35,025.00	100%	—	—
	Exterior Mtl studs - Mat + Magnesia Core	195,814.00	195,814.00	—	—	195,814.00	100%	—	—
	Exterior Mtl studs - Labor	136,000.00	136,000.00	—	—	136,000.00	100%	—	—
	Exterior Drywall - Material	82,600.00	82,600.00	—	—	82,600.00	100%	—	—
	Exterior Drywall - Labor	95,200.00	95,200.00	—	—	95,200.00	100%	—	—
	Interior Metal Stud - Material	102,938.00	102,938.00	—	—	102,938.00	100%	—	—
	Interior Metal Stud - Labor	99,542.00	99,542.00	—	—	99,542.00	100%	—	—
	Interior Insulation - Material	18,400.00	18,400.00	—	—	18,400.00	100%	—	—
	Interior Insulation - Labor	7,600.00	7,600.00	—	—	7,600.00	100%	—	—
	Interior Drywall - Material	333,200.00	333,200.00	—	—	333,200.00	100%	—	—
	Interior Drywall - Labor	91,506.00	91,506.00	—	—	91,506.00	100%	—	—
	Acoustical Ceiling - Material	25,632.00	25,632.00	—	—	25,632.00	100%	—	—
	Acoustical Ceiling - Labor	12,568.00	12,568.00	—	—	12,568.00	100%	—	—
		—	—	—	—	—		—	—
09-300	Tile		—	—	—	—		—	—
	Wall Tile Material	74,645.00	74,645.00	—	—	74,645.00	100%	—	—
	Wall Tile Labor	56,446.00	56,446.00	—	—	56,446.00	100%	—	—
	Floor Material	162,275.00	162,275.00	—	—	162,275.00	100%	—	—
	Floor Labor	144,435.00	144,435.00	—	—	144,435.00	100%	—	—
	Tower Material	104,157.00	104,157.00	—	—	104,157.00	100%	—	—
	Tower Labor	32,892.00	32,892.00	—	—	32,892.00	100%	—	—
	Carpet & Resilient Material	17,885.00	17,885.00	—	—	17,885.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Carpet & Resilient Labor	4,040.00	4,040.00	—	—	4,040.00	100%	—	—
	Setting Materials	48,375.00	48,375.00	—	—	48,375.00	100%	—	—
			—	—	—	—		—	
			—	—	—	—		—	
09-705	Elastomeric Polyurea System	—	—	—	—	—		—	
	Special Coatings-Labor & Material	36,000.00	36,000.00	—	—	36,000.00	100%	—	—
			—	—	—	—		—	
			—	—	—	—		—	
09-900	Painting and VWC		—	—	—	—		—	
	Tape, Float Material	12,000.00	12,000.00	—	—	12,000.00	100%	—	—
	Tape Float Labor	25,000.00	25,000.00	—	—	25,000.00	100%	—	—
	Interior Paint Materials	25,000.00	25,000.00	—	—	25,000.00	100%	—	—
	Interior Paint Labor	35,000.00	35,000.00	—	—	35,000.00	100%	—	—
	Interior Epoxy Paint Materials	10,000.00	10,000.00	—	—	10,000.00	100%	—	—
	Interior Epoxy Paint Labor	13,000.00	13,000.00	—	—	13,000.00	100%	—	—
	Spray Fire resistive Paint Material	26,000.00	26,000.00	—	—	26,000.00	100%	—	—
	Spray Fire resistive Paint Labor	39,000.00	39,000.00	—	—	39,000.00	100%	—	—
	Steel Prime - Material	20,000.00	20,000.00	—	—	20,000.00	100%	—	—
	Steel Prime - Labor	35,000.00	35,000.00	—	—	35,000.00	100%	—	—
	Final Epoxy - Material	30,000.00	30,000.00	—	—	30,000.00	100%	—	—
	Final Epoxy - Labor	35,000.00	35,000.00	—	—	35,000.00	100%	—	—
	Equipment Rental	4,538.00	4,538.00	—	—	4,538.00	100%	—	—
			—	—	—	—		—	
	Sub-total	2,226,713.00	2,226,713.00	—	—	2,226,713.00		—	—
	Specialties								
10-350	Flag poles	11,483.00	11,483.00	—	—	11,483.00	100%	—	—
			—	—	—	—		—	
10-406	Monu./Sign/Alum Letter- (Wrap @ Lobby)	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
	Monu./Sign/Alum Letter- (Wrap @ Lobby) labor	804.00	804.00	—	—	804.00	100%	—	—
10-409	Signage	—	—	—	—	—		—	
	Signage- Int. Rm ID Signs - Materials	3,193.00	3,193.00	—	—	3,193.00	100%	—	—
	Building Plaque	2,807.00	2,807.00	—	—	2,807.00	100%	—	—
			—	—	—	—		—	
80-110	Graphics, signs, plaques, labor	9,500.00	9,500.00	—	—	9,500.00	100%	—	—
			—	—	—	—		—	
10-460	Entrance Mats	14,000.00	14,000.00	—	—	14,000.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
			—	—	—	—		—	
10-520	Fire extinguishers Materials	3,188.00	3,188.00	—	—	3,188.00	100%	—	—
80-111	Fire extinguishers, labor	1,250.00	1,250.00	—	—	1,250.00	100%	—	—
			—	—	—	—		—	
10-600	Toilet partitions Materials	14,500.00	14,500.00	—	—	14,500.00	100%	—	—
80-160	Toilet partitions, labor	3,300.00	3,300.00	—	—	3,300.00	100%	—	—
			—	—	—	—		—	
10-800	Toilet accessories Materials	13,826.00	13,826.00	—	—	13,826.00	100%	—	—
80-180	Toilet accessories, labor	2,750.00	2,750.00	—	—	2,750.00	100%	—	—
			—	—	—	—		—	
10-803	Hand dryers	9,152.00	9,152.00	—	—	9,152.00	100%	—	—
			—	—	—	—		—	
80-109	Flag poles (Labor)	4,500.00	4,500.00	—	—	4,500.00	100%	—	—
			—	—	—	—		—	
	Sub-total	100,253.00	100,253.00	—	—	100,253.00		—	—
11-000	Equipment								
11-125	Picnic Tables/Grills	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
12-510	Window blinds L & M	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
12-760	Tread Mounted Seating	—	—	—	—	—		—	
	Telescopic Seating - Materials	117,597.00	117,597.00	—	—	117,597.00	100%	—	—
	Telescopic Seating - Installation	21,450.00	21,450.00	—	—	21,450.00	100%	—	—
	Telescopic Seating - Freight	8,953.00	8,953.00	—	—	8,953.00	100%	—	—
			—	—	—	—		—	
	Sub-total	160,000.00	160,000.00	—	—	160,000.00		—	—
12-000	Furnishings								
12-795	Concession Equipment	25,000.00	25,000.00	—	—	25,000.00	100%	—	—
			—	—	—	—		—	
	Sub-total	25,000.00	25,000.00	—	—	25,000.00		—	—
13-000	Special Construction								
13-150	Swimming Pool								
	Mobilization	20,000.00	20,000.00	—	—	20,000.00	100%	—	—
	Submittals Shop Drawings	20,000.00	20,000.00	—	—	20,000.00	100%	—	—
	Insurances	41,524.00	41,524.00	—	—	41,524.00	100%	—	—
	Project Manager	130,000.00	130,000.00	—	—	130,000.00	100%	—	—
	Temporary Facilities	30,000.00	30,000.00	—	—	30,000.00	100%	—	—
	bonding	57,000.00	57,000.00	—	—	57,000.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item	Description	Scheduled	Work Completed		Stored	Total	Percent	Balance	
No.	Of The Work	Value	Previous	This Period	Materials	Amount	Complete	To Finish	Retainage
	As Builts	5,000.00	5,000.00	—	—	5,000.00	100%	—	—
	Miscellaneous	14,035.00	14,035.00	—	—	14,035.00	100%	—	—
	Imported Fill	30,000.00	30,000.00	—	—	30,000.00	100%	—	—
	Concrete Labor - Comp. Pool	375,000.00	375,000.00	—	—	375,000.00	100%	—	—
	Concrete Labor - Dive Pool	375,000.00	375,000.00	—	—	375,000.00	100%	—	—
	Concrete - Comp Pool	215,000.00	215,000.00	—	—	215,000.00	100%	—	—
	Concrete - Dive Pool	205,000.00	205,000.00	—	—	205,000.00	100%	—	—
	Concrete Hardware	48,000.00	48,000.00	—	—	48,000.00	100%	—	—
	Concrete Pumping	54,000.00	54,000.00	—	—	54,000.00	100%	—	—
	Form Rental	35,000.00	35,000.00	—	—	35,000.00	100%	—	—
	Rebar Labor	108,000.00	108,000.00	—	—	108,000.00	100%	—	—
	Rebar Material	112,000.00	112,000.00	—	—	112,000.00	100%	—	—
	Sand Water Blasting	9,000.00	9,000.00	—	—	9,000.00	100%	—	—
	Tile Labor	80,000.00	80,000.00	—	—	80,000.00	100%	—	—
	Tile Bag Goods	14,000.00	14,000.00	—	—	14,000.00	100%	—	—
	Tile	30,000.00	30,000.00	—	—	30,000.00	100%	—	—
	Plaster	200,000.00	200,000.00	—	—	200,000.00	100%	—	—
	Grating	35,000.00	35,000.00	—	—	35,000.00	100%	—	—
	Grating Labor	16,000.00	16,000.00	—	—	16,000.00	100%	—	—
	Deck Equipment	290,000.00	290,000.00	—	—	290,000.00	100%	—	—
	Deck Equipment Labor	56,000.00	56,000.00	—	—	56,000.00	100%	—	—
	Pool Equipment	145,000.00	145,000.00	—	—	145,000.00	100%	—	—
	Pool Lights	60,000.00	60,000.00	—	—	60,000.00	100%	—	—
	Chemicals	4,000.00	4,000.00	—	—	4,000.00	100%	—	—
	Chemical Controller	12,000.00	12,000.00	—	—	12,000.00	100%	—	—
	Ultra Violet	95,000.00	95,000.00	—	—	95,000.00	100%	—	—
	Pumps	28,000.00	28,000.00	—	—	28,000.00	100%	—	—
	Strainers	16,000.00	16,000.00	—	—	16,000.00	100%	—	—
	Filter	190,000.00	190,000.00	—	—	190,000.00	100%	—	—
	Filter Media	4,000.00	4,000.00	—	—	4,000.00	100%	—	—
	Heaters	104,000.00	104,000.00	—	—	104,000.00	100%	—	—
	Bulkhead	390,000.00	390,000.00	—	—	390,000.00	100%	—	—
	VFDs	22,000.00	22,000.00	—	—	22,000.00	100%	—	—
	Mechanical Labor - Equipment Room	250,000.00	250,000.00	—	—	250,000.00	100%	—	—
	Mechanical Labor - Undergrounds	140,000.00	140,000.00	—	—	140,000.00	100%	—	—
	Valves	114,000.00	114,000.00	—	—	114,000.00	100%	—	—
	PVC Pipe & Fittings	325,000.00	325,000.00	—	—	325,000.00	100%	—	—
	Fasteners & Hardware	29,000.00	29,000.00	—	—	29,000.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Electrical	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
	Commissioning	10,000.00	10,000.00	—	—	10,000.00	100%	—	—
			—	—	—	—		—	
			—	—	—	—		—	
	Sub-total	4,548,559.00	4,548,559.00	—	—	4,548,559.00		—	—
14-000	Elevators								
14-200	Elevators Subcontractor	—	—	—	—	—		—	
	Elevator, Equipment & Materials	46,877.00	46,877.00	—	—	46,877.00	100%	—	—
	Elevator Labor	21,373.00	21,373.00	—	—	21,373.00	100%	—	—
	TDLR & QFI-1 fees	550.00	550.00	—	—	550.00	100%	—	—
			—	—	—	—		—	
	Sub-total	68,800.00	68,800.00	—	—	68,800.00		—	—
	MEP								
15-100	Plumbing	—	—	—	—	—		—	
	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	—
	Rough In underground -- Materials	25,000.00	25,000.00	—	—	25,000.00	100%	—	—
	Rough In underground -- Labor	45,000.00	45,000.00	—	—	45,000.00	100%	—	—
	Top Out Water I & V -- Materials	81,000.00	81,000.00	—	—	81,000.00	100%	—	—
	Top Out Water I & V -- Labor	130,000.00	130,000.00	—	—	130,000.00	100%	—	—
	Roof Drains -- Materials	16,500.00	16,500.00	—	—	16,500.00	100%	—	—
	Roof Drains -- Labor	22,500.00	22,500.00	—	—	22,500.00	100%	—	—
	Gas Line -- Materials	12,600.00	12,600.00	—	—	12,600.00	100%	—	—
	Gas Line -- Labor	19,000.00	19,000.00	—	—	19,000.00	100%	—	—
	Insulation -- Materials	13,900.00	13,900.00	—	—	13,900.00	100%	—	—
	Insulation -- Labor	17,500.00	17,500.00	—	—	17,500.00	100%	—	—
	Trench Drain -- Materials	14,000.00	14,000.00	—	—	14,000.00	100%	—	—
	Trench Drain -- Labor	8,000.00	8,000.00	—	—	8,000.00	100%	—	—
	Fixtures -- Materials	80,000.00	80,000.00	—	—	80,000.00	100%	—	—
	Fixtures -- Labor	30,000.00	30,000.00	—	—	30,000.00	100%	—	—
			—	—	—	—		—	
			—	—	—	—		—	
15-300	Fire sprinkler system	—	—	—	—	—		—	
	Design	14,890.00	14,890.00	—	—	14,890.00	100%	—	—
	Shop - Labor -	10,112.00	10,112.00	—	—	10,112.00	100%	—	—
	Inside Bldg Main & Branches - Materials -	47,015.00	47,015.00	—	—	47,015.00	100%	—	—
	Inside Bldg Main & Branches - Labor -	29,805.00	29,805.00	—	—	29,805.00	100%	—	—

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			Previous	This Period					
	Inside Bldg Drops - Materials -	33,558.00	33,558.00	—	—	33,558.00	100%	—	—
	Inside Bldg Drops - Labor -	20,120.00	20,120.00	—	—	20,120.00	100%	—	—
	Risers & Valves. - Materials -	3,500.00	3,500.00	—	—	3,500.00	100%	—	—
	Risers & Valves. - Labor -	1,000.00	1,000.00	—	—	1,000.00	100%	—	—
			—	—	—	—		—	
15-500	HVAC		—	—	—	—		—	
	Mobilization	20,134.00	20,134.00	—	—	20,134.00	100%	—	—
	Coordination Drawings	32,163.00	32,163.00	—	—	32,163.00	100%	—	—
	Insurances	33,202.00	33,202.00	—	—	33,202.00	100%	—	—
	Equipment Rental	30,000.00	30,000.00	—	—	30,000.00	100%	—	—
	Sheet Metal Duct Fab Materials	294,417.00	294,417.00	—	—	294,417.00	100%	—	—
	Sheet Metal Duct Fab Labor	58,747.00	58,747.00	—	—	58,747.00	100%	—	—
	Sheet Metal Duct Install Materials	58,543.00	58,543.00	—	—	58,543.00	100%	—	—
	Sheet Metal Duct Install Labor	225,945.00	225,945.00	—	—	225,945.00	100%	—	—
	Mechanical Insulation Material	33,898.00	33,898.00	—	—	33,898.00	100%	—	—
	Mechanical Insulation Labor	75,390.00	75,390.00	—	—	75,390.00	100%	—	—
	Pipe & Glycol Material	55,936.00	55,936.00	—	—	55,936.00	100%	—	—
	Pipe & Glycol Labor	46,505.00	46,505.00	—	—	46,505.00	100%	—	—
	Pipe Excavation & Backfill	22,385.00	22,385.00	—	—	22,385.00	100%	—	—
	Unit Heaters, Fans, Hoods Mtl.	10,710.00	10,710.00	—	—	10,710.00	100%	—	—
	Unit Heaters, Fans, Hoods Lbr.	2,253.00	2,253.00	—	—	2,253.00	100%	—	—
	VAV Boxes Material	13,043.00	13,043.00	—	—	13,043.00	100%	—	—
	VAV Boxes Labor	6,821.00	6,821.00	—	—	6,821.00	100%	—	—
	Packaged DX RTU's Material	171,995.00	171,995.00	—	—	171,995.00	100%	—	—
	Packaged DX RTU's Labor	2,523.00	2,523.00	—	—	2,523.00	100%	—	—
	Dehumidification Units Material	1,029,520.00	1,029,520.00	—	—	1,029,520.00	100%	—	—
	Dehumidification Units Labor	13,665.00	13,665.00	—	—	13,665.00	100%	—	—
	Air Devices Material	24,036.00	24,036.00	—	—	24,036.00	100%	—	—
	Air Devices Labor	2,436.00	2,436.00	—	—	2,436.00	100%	—	—
	Louvers Material	59,608.00	59,608.00	—	—	59,608.00	100%	—	—
	Louvers Labor	3,373.00	3,373.00	—	—	3,373.00	100%	—	—
	Controls	74,454.00	74,454.00	—	—	74,454.00	100%	—	—
			—	—	—	—		—	
	Electrical								
16-100	Mobilization	46,096.00	46,096.00	—	—	46,096.00	100%	—	—
	Lighting - Material	161,300.00	161,300.00	—	—	161,300.00	100%	—	—
	Lighting - Labor	16,862.00	16,862.00	—	—	16,862.00	100%	—	—
	Gear - Material	109,650.00	109,650.00	—	—	109,650.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
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			Previous	This Period					
	Gear - Labor	10,200.00	10,200.00	—	—	10,200.00	100%	—	—
	Underground - Matrial	7,500.00	7,500.00	—	—	7,500.00	100%	—	—
	Underground - Labor	31,750.00	31,750.00	—	—	31,750.00	100%	—	—
	Rough In - Matrial	81,958.00	81,958.00	—	—	81,958.00	100%	—	—
	Rough In - Labor	73,100.00	73,100.00	—	—	73,100.00	100%	—	—
	Wire - Matrial	93,650.00	93,650.00	—	—	93,650.00	100%	—	—
	Wire - Labor	37,400.00	37,400.00	—	—	37,400.00	100%	—	—
	Finish Out - Matrial	12,000.00	12,000.00	—	—	12,000.00	100%	—	—
	Finish Out - Labor	12,000.00	12,000.00	—	—	12,000.00	100%	—	—
	Fire Alarm-	27,430.00	27,430.00	—	—	27,430.00	100%	—	—
			—	—	—	—		—	—
BF007	Light Fixt. K & KE (Dwgs) to Zitro #9-VE	141,700.00	141,700.00	—	—	141,700.00	100%	—	—
			—	—	—	—		—	—
			—	—	—	—		—	—
	Sub-total	3,949,298.00	3,949,298.00	—	—	3,949,298.00		—	—
	Betterment fund By Change in Scope								
AEA - 01	CR 01 - Structural Change	—	—	—	—	—		—	—
AEA - 01	CR 03R Lime Stabilization of Dive Pool	11,731.00	11,731.00	—	—	11,731.00	100%	—	—
AEA - 01	CR 04 -Alum. Duct over Pool	52,984.00	52,984.00	—	—	52,984.00	100%	—	—
AEA - 01	CR 05 - Deduct Power to Telescopic Bleacher	(20,478.00)	(20,478.00)	—	—	(20,478.00)	100%	—	—
AEA - 01	CR 08 - Magnesoa core substitution	(80,766.00)	(80,766.00)	—	—	(80,766.00)	100%	—	—
AEA - 01	CR 09R - RFP 02- Tile Credits	(33,654.00)	(33,654.00)	—	—	(33,654.00)	100%	—	—
AEA - 01	CR 10 - Johnson Controls vs Automated Logic	60,269.00	60,269.00	—	—	60,269.00	100%	—	—
AEA - 01	CR 12 - PR 04 - Add Exterior Ceramic Options	15,490.00	15,490.00	—	—	15,490.00	100%	—	—
AEA - 01	CR 15 - Change Roof Drain to Storm Line Conne	(12,500.00)	(12,500.00)	—	—	(12,500.00)	100%	—	—
AEA - 01	CR 16a Rev - Opt-1 Omit Room 168 Add Masonr	(2,094.00)	(2,094.00)	—	—	(2,094.00)	100%	—	—
AEA - 01	CR 17 - Hard. Remove Power supplies-Dr contac	(2,160.00)	(2,160.00)	—	—	(2,160.00)	100%	—	—
AEA - 01	CR 18 - Credit for Masonry Walls	(13,252.00)	(13,252.00)	—	—	(13,252.00)	100%	—	—
AEA - 01	CR 20 - Credit for Type M1 Walls	(5,425.00)	(5,425.00)	—	—	(5,425.00)	100%	—	—
AEA - 01	CR 21 - RFI 73 -Revisions to Main Entry	5,488.00	5,488.00	—	—	5,488.00	100%	—	—
AEA - 01	CR 22 - Change HC Toilet Partitions	539.00	539.00	—	—	539.00	100%	—	—
		—	—	—	—	—		—	—
AEA - 02	CR 14 Rev3 - RFI 60 Fire Pump and related Elec	45,683.00	45,683.00	—	—	45,683.00	100%	—	—
		—	—	—	—	—		—	—
AEA - 03	CR 25 - PR 06 - Modifications at 2nd Floor Obse	1,576.70	1,576.70	—	—	1,576.70	100%	—	—
AEA - 03	CR 27 - PR 08 - Add Lintel Support for Bleachers	942.00	942.00	—	—	942.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
BF001	Architectural Design Contingency	15,000.00	15,000.00	—	—	15,000.00	100%	—	—
BF002	MEP Commissioning IECC 2015	70,000.00	70,000.00	—	—	70,000.00	100%	—	—
BF003	MEP Allowance Test & Balance	35,000.00	35,000.00	—	—	35,000.00	100%	—	—
BF004	Structural Allowance	83,000.00	83,000.00	—	—	83,000.00	100%	—	—
	CR 14 Rev3 - RFI 60 Fire Pump Difference	(21,855.00)	(21,855.00)	—	—	(21,855.00)	100%	—	—
	AEA 01, 02, 03 + CR 30 -- APPROVED	36,363.30	36,363.30	—	—	36,363.30	100%	—	—
	AEA 04, charge contingency	15,071.00	15,071.00	—	—	15,071.00	100%	—	—
CO 01 /AEA 05	CO 01 -Reduce Struc. Allow (By Owner)	(55,727.68)	(55,727.68)	—	—	(55,727.68)	100%	—	—
AEA 06	Charge contingencies	(15,715.89)	(15,715.89)	—	—	(15,715.89)	100%	—	—
AEA 07	Charge contingencies	(16,310.00)	(16,310.00)	—	—	(16,310.00)	100%	—	—
AEA 08	Charge contingencies	(6,197.00)	(6,197.00)	—	—	(6,197.00)	100%	—	—
		—	—	—	—	—	—	—	—
AEA 09	CR 44 - Credit for one ladder with cage	6,000.00	6,000.00	—	—	6,000.00	100%	—	—
		—	—	—	—	—	—	—	—
AEA 10	CR 46 - CR 11-1- Credit for Sidewalks-Backup	10,830.00	10,830.00	—	—	10,830.00	100%	—	—
AEA 10	CR 47 - ASI 09 - Electrical for Access Controls, D	(55,003.00)	(55,003.00)	—	—	(55,003.00)	100%	—	—
AEA 10	CR 48 - ASI 22 - Electrical for Access Controls, V	(14,245.00)	(14,245.00)	—	—	(14,245.00)	100%	—	—
AEA 10	CR 49 - PR 12 - Dive Harness Pulley Modification	(11,688.00)	(11,688.00)	—	—	(11,688.00)	100%	—	—
AEA 10	CR 45 - PR 13 - Partitions and Doors at Corridor	(32,575.00)	(32,575.00)	—	—	(32,575.00)	100%	—	—
		—	—	—	—	—	—	—	—
AEA 11	Deduction of Contingency Balance	(66,947.73)	(66,947.73)	—	—	(66,947.73)	100%	—	—
AEA 11	CR 53 - PR 15 - Signage Package for small mon	(22,457.00)	(22,457.00)	—	—	(22,457.00)	100%	—	—
AEA 11	CR 54 Alt Rev1 - OH Door 10WX12H at NE Dive	(28,308.00)	(28,308.00)	—	—	(28,308.00)	100%	—	—
AEA 11	CR 56 - Display Scoreboards at Comp Pool Area	(282,442.00)	(282,442.00)	—	—	(282,442.00)	100%	—	—
AEA 11	CR 58 - ADD HVAC Test and Balancing Service	(18,321.00)	(18,321.00)	—	—	(18,321.00)	100%	—	—
AEA 11	CR 59 - Run Flex thru SB Poles for Wifi	(2,374.00)	(2,374.00)	—	—	(2,374.00)	100%	—	—
		—	—	—	—	—	—	—	—
BF005	Security and Cameras Allowance	10,000.00	10,000.00	—	—	10,000.00	100%	—	—
BF006	Signage Allowance	15,000.00	15,000.00	—	—	15,000.00	100%	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
	Sub-total	(353,902.00)	(353,902.00)	—	—	(353,902.00)	—	—	—
	Change Orders								
	PENDING CHANGE ORDER								
C.O. 03	CR 53 - PR 15 - Signage Package for small mon	22,457.00	22,457.00	—	—	22,457.00	100%	—	—

	City of Pharr/PSJA Aquatic							Application No.:	Twenty-nine
Job #	20-084							Application Date:	3/31/2022
Retainage:	0%							Period From:	3/1/2022
		389,844.00	C.O. # 04 = PENDING					To:	3/31/2022
Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
C.O. 03	CR 54 Alt Rev1 - OH Door 10WX12H at NE Dive	28,308.00	28,308.00	—	—	28,308.00	100%	—	—
C.O. 03	CR 56 - Display Scoreboards at Comp Pool Area	282,442.00	282,442.00	—	—	282,442.00	100%	—	—
C.O. 03	CR 58 - ADD HVAC Test and Balancing Service	18,321.00	18,321.00	—	—	18,321.00	100%	—	—
C.O. 03	CR 59 - Run Flex thru SB Poles for Wifi	2,374.00	2,374.00	—	—	2,374.00	100%	—	—
AEA 11	DEDUCT TO COMPLETE C.O. # 03	(66,947.73)	(66,947.73)	—	—	(66,947.73)	100%	—	—
	TOTAL FOR C. O. # 03 = 286,954.27	—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
C.O. 04	CR 61 - Provide and install two knox boxes as per	2,963.00	2,963.00	—	—	2,963.00	100%	—	—
C.O. 04	CR 62 - Fire Alarm issues per FD Walk Thru	2,670.00	2,670.00	—	—	2,670.00	100%	—	—
C.O. 04	CR 63 - Fire Alarm Radio and Activation	864.00	864.00	—	—	864.00	100%	—	—
C.O. 04	CR 64 - Floor Drain in Fire Riser Room	3,063.00	3,063.00	—	—	3,063.00	100%	—	—
C.O. 04	CR 65 - P&I Booster Pump for Irrigation System	29,179.00	29,179.00	—	—	29,179.00	100%	—	—
C.O. 04	CR 66 - Elect.Power Supplies-VOID	—	—	—	—	—	—	—	—
C.O. 04	CR 67 - Electrical requirements for Pool Equip. /	23,820.00	23,820.00	—	—	23,820.00	100%	—	—
C.O. 04	CR 68 - A.C. requirement at Elevator Equipment	25,392.00	25,392.00	—	—	25,392.00	100%	—	—
C.O. 04	CR 69 - Change from Seeding to Sod	121,085.00	121,085.00	—	—	121,085.00	100%	—	—
C.O. 04	CR 70 - PSJA Sign logo PENDING	124,088.00	62,044.00	62,044.00	—	124,088.00	100%	—	—
C.O. 04	CR 71 - Prov. Pump at Pool Equip.	34,886.97	—	34,886.97	—	34,886.97	100%	—	—
C.O. 04	CR 72 - Conduit for Ethernet @ PAHUs	5,495.00	5,495.00	—	—	5,495.00	100%	—	—
C.O. 04	CR 73 - Provide power for Pace clocks	2,315.00	2,315.00	—	—	2,315.00	100%	—	—
C.O. 04	CR 74 - Privacy Doors at Restrooms 138 & 139	11,505.00	11,505.00	—	—	11,505.00	100%	—	—
C.O. 04	CR 77 - Credit for Twisting Belts	(930.00)	—	(930.00)	—	(930.00)	100%	—	—
C.O. 04	CR 78 - PR 24 - Addl Exhaust Duct at Chemical	4,175.00	—	4,175.00	—	4,175.00	100%	—	—
C.O. 04	CR 79 - Photo cells / Elec for PSJA signs	7,274.00	—	7,274.00	—	7,274.00	100%	—	—
C.O. 04	CR 80 - Credit for Sod overcharge (CR 69)	(7,136.56)	—	(7,136.56)	—	(7,136.56)	100%	—	—
C.O. 04	CR 81 - Credit for overpayment on CR 63	(864.00)	—	(864.00)	—	(864.00)	100%	—	—
	TOTAL C.O. # 04 = \$ 389,844.41	—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
		—	—	—	—	—	—	—	—
	Sub-total	676,798.68	577,349.27	99,449.41	—	676,798.68		—	—
	Contract sum	23,786,279.00	23,686,829.59	99,449.41	—	23,786,279.00	100%	—	—



CHANGE ORDER

Contractor: D. Wilson Construction Co.

Change Order No.: 5 - Final

Project: City of Pharr Natatorium

Date: 5/9/2022

Project #1819-35-510-C011-051

Notice to Proceed Date: 1-Nov-19

Change Order Amount: \$ 99,449.41

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

1. **(\$930.00) - CR77** - Credit for twisting belts
2. **\$4,175.00 - CR78** - Re-route of exhaust fan ductwork.
3. **\$7,274.00 - CR79** - Photocells for east façade building logos.
4. **(\$7,136.56) - CR80** - Credit for Sod (Difference in estimated amount versus installed)
5. **(\$864.00) - CR81** - Credit for fire alarm activation and one month monitoring for testing purposes.
6. **\$62,044.00 - CR 70** - Remaining balance of CR #70. Partial payment was already paid on Change Order #4.
7. **\$34,886.97 - CR71** - Installation of pool heating water pumps and accessories.

Reason for Change Order: Final Change Order to Renconcile Amounts & Close-out Contract

1. **CR77** - Credit for three twisting belts due to backorders and not delivery date provided.
2. **CR78** - As per PR#24, existing exhaust fans ductwork was needed at pool chemical rooms 165 & 166
3. **CR79** - Photocells needed to control operation of the illumination of the logos on East façade. Photocells were not included in the original proposal and are necessary to control illumination of logos.
4. **CR 80** - The amount of sod installed was less than the amount estimated on the proposal. The full amount had been paid, therefore a credit is due.
5. **CR81** - Credit for Fire Alarm activation and one month monitoring for testing purposes. Should have been coordinated with the City with ample time. The full amount was paid, therefore a credit is due.
6. **CR70** - Owner Requested Change.
7. **CR71** - Additional pumps required at pool heating system due to low water pressure.

	Contract Price		Contract Time(Calendar Days)
Original Contract:	\$ 23,165,208.00	Current Completion Date:	4-Jan-22
Previous Change Order: (+/-)	\$ 521,621.59	Additional Days:	0
This Change Order: (+/-)	\$ 99,449.41	New Completion Date:	4-Jan-22
Revised Contract Amount:	\$ 23,786,279.00		

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

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

Accepted:

D. Wilson Construction Co.
Contractor

Authorized Signature Date

Recommended:

The Warren Group Architect, Inc.
Architect

Authorized Signature Date

Carlos del Angel, PMP
Construction Manager

Authorized Signature Date

Maria Rangel, P.E.
Interim City Engineer

Authorized Signature Date

Approved:

Ed Wylie
Deputy City Manager

Authorized Signature Date



P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: The Warren Group Architects
1801 S. 2nd Street
Suite 370
McAllen, TX 78503

Number: 77
Date: 1/11/22
Job: 20-084 City of Pharr/PSJA Aquatic
Phone: 956-682-7369

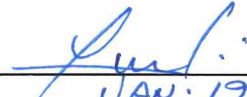
Description: Credit for three (3) twisting belts due to backorders with no expected delivery dates.

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Price
Credit for three (3) twisting belts due to backorders with no expected delivery date.	\$-930.00
	Subtotal: \$-930.00
	Total: \$-930.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Claudio Velasco

Approved by: 
Date: JAN. 19. 2022



P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: The Warren Group Architects
1801 S. 2nd Street
Suite 370
McAllen, TX 78503

Number: 78
Date: 1/18/22
Job: 20-084 City of Pharr/PSJA Aquatic
Phone: 956-682-7369

Description: PR 24 - Add ductwork to exhasut fans serving chemical rooms 165 & 166

Source: Other # PR 24

We are pleased to offer the following specifications and pricing to make the following changes:

Description				Price
CR 24 - Route the ductwork for the exhaust fans serving the chemical rooms, Calcium Hypo Sys 165 & Acid Room 166, down along the wall and terminate the duct appropriately 18 inches above finished floor with the sheduled air device.				\$3,193.00
CR 24 - Relocate light fixture to accommodate duct.				\$150.00
CR 24 - Paint touch up.				\$200.00
			Subtotal:	\$3,543.00
Overhead			\$3,543.00 10.00%	\$354.30
Profit			\$3,897.30 5.00%	\$194.87
Insurance			\$4,092.17 1.00%	\$40.92
Bond			\$4,133.09 1.01%	\$41.91
			Total:	\$4,175.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Claudio Velasco

Approved by: _____

Date: _____



804 S. Main Street, McAllen ,TX 78501

Memorandum

Date: January 21, 2021

To: Ed Wylie
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

From: Laura N. Warren, AIA

Copy: File

Re: 971805 Pharr PSJA Aquatic Facility Change Request No.78

We received for our review and recommendation copy of Change Request No. 78 with regards to rerouting the exhaust ducts for the chemical rooms to floor elevation.

We have reviewed the change request and have found that it is in order, fair and reasonable. The Warren Group Architects, Inc. recommends approval.

I hope you find this information useful. Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Laura Nassri Warren", is written over the printed name and title.

Laura Nassri Warren, AIA
Principal
The Warren Group Architects, Inc.



P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: The Warren Group Architects
1801 S. 2nd Street
Suite 370
McAllen, TX 78503

Number: 79
Date: 2/8/22
Job: 20-084 City of Pharr/PSJA Aquatic
Phone: 956-682-7369

Description: Contactors with Photocells for the 3 New Signs and Monument Sign

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Price
We propose to furnish and install all labor, materials, services and equipment necessary for the completion of the electrical scope of work requested to install contactor with photocells for the three (3) new signs and the monument sign.	\$6,173.00
	Subtotal: \$6,173.00
Overhead	\$6,173.00 10.00% \$617.30
Profit	\$6,790.30 5.00% \$339.52
Insurance	\$7,129.82 1.00% \$71.30
Bond	\$7,201.12 1.01% \$72.88
	Total: \$7,274.00
Please note that D. Wilson Construction Company will require an extra 5 days.	
If you have any questions, please contact me at .	

Submitted by: D Wilson Construction Co

Approved by: _____

Date: _____



804 S. Main Street, McAllen ,TX 78501

Memorandum

Date: February 15, 2022

To: Ed Wylie
City Manager
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

From: Laura N. Warren, AIA 

Copy: File

Re: 971805 Pharr PSJA Aquatic Facility Change Request No.79

We received for our review and recommendation copy of Change Request No. 79 with regards to the installation of photocells on the three (3) building signage and the monument sign.

We have reviewed the change request and have found that it is in order, fair and reasonable. The Warren Group Architects, Inc. recommends approval.

I hope you find this information useful. Should you have any questions or comments, please do not hesitate to call.



P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: The Warren Group Architects
1801 S. 2nd Street
Suite 370
McAllen, TX 78503

Number: 80
Date: 2/10/22
Job: 20-084 City of Pharr/PSJA Aquatic
Phone: 956-682-7369

Description: Credit for SOD for materials

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Price
Credit for Sod materials (difference in estimated vs installed)	\$-7,136.56
	Subtotal: \$-7,136.56
	Total: \$-7,136.56
If you have any questions, please contact me at .	

Submitted by: D Wilson Construction Co

Approved by: _____
Date: _____



804 S. Main Street, McAllen ,TX 78501

Memorandum

Date: February 15, 2022

To: Ed Wylie
City Manager
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

From: Laura N. Warren, AIA 

Copy: File

Re: 971805 Pharr PSJA Aquatic Facility Change Request No.80

We received for our review and recommendation copy of Change Request No. 80 with regards to the credit for the prompt payment on the sod change request.

We have reviewed the change request and have found that it is in order, fair and reasonable. The Warren Group Architects, Inc. recommends approval.

I hope you find this information useful. Should you have any questions or comments, please do not hesitate to call.



P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956) 686-9573

Change Request

To: The Warren Group Architects
1801 S. 2nd Street
Suite 370
McAllen, TX 78503

Number: 81
Date: 2/10/22
Job: 20-084 City of Pharr/PSJA Aquatic
Phone: 956-682-7369

Description: Credit for payment on CR 63

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Price
Credit for payment on CR 63 which was rejected.	\$-864.00
	Subtotal: \$-864.00
	Total: \$-864.00
If you have any questions, please contact me at .	

Submitted by: D Wilson Construction Co

Approved by: _____
Date: _____



804 S. Main Street, McAllen ,TX 78501

Memorandum

Date: February 15, 2022

To: Ed Wylie
City Manager
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

From: Laura N. Warren, AIA 

Copy: File

Re: 971805 Pharr PSJA Aquatic Facility Change Request No.81

We received for our review and recommendation copy of Change Request No. 81 with regards to the credit for the fire alarm radio and activation.

We have reviewed the change request and have found that it is in order, fair and reasonable. The Warren Group Architects, Inc. recommends approval.

I hope you find this information useful. Should you have any questions or comments, please do not hesitate to call.

Change Request

To: The Warren Group Architects
1801 S. 2nd Street
Suite 370
McAllen, TX 78503

Number: 01
Date: 12/20/21
Job: 22-158 City of Pharr Aquatic-Add'l Sc
Phone: 956-682-7369

Description: PSJA Logos for wall and monument sign

We are pleased to offer the following specifications and pricing to make the following changes:

Pricing, duration, terms and conditions are only good through December 28, 2021.

Contract will be modified to include payment requirements outlined by the City-approved vendor without retainage for change order as presented.

Pricing subject to City-approved vendor (AAA Electrical Signs) executing DWCC subcontract.

The contract documents do not include design or performance requirements for the sign assembly as presented in this change order. DWCC provides no warranty, guarantee and bears no consequence for failing to meet the delivery date or performance of the sign assembly and that only certain select sections of the Prime Contract apply to this change order

This Proposal excludes the extended maintenance agreements.

NOTE: This work will require a 30 Day Extension of time from shop drawing approval.

Description				Price
As per AAA Proposal 24774, we propose to provide and install the PSJA Logo Type A -1 ea. 12'-8 X 15'0" single face pan Duralife 6000 Face with #7280 Clear Coat Copyright design #610-2021 with related custom frames, custom faces and Samsung White LED lighting as per quote; as per AAA Sign's proposal 24774R attached.				\$71,493.00
As per AAA proposal 24778R, provide two (2) PSJA logos for Monument sign as per attached 5'-5"X 6'-4-102" single facepan formed face with embossed copy copyright design #609-2021, custome manufactured ename finish framed, custome formed embossed face with Samsung white LEDs				\$25,402.00
Equipment rentals (scaffolds, install and remove)				\$3,200.00
Carpentry Labor				\$550.00
EIFS - Repair EIFS at Sign Location				\$3,500.00
Waterproofing at sign.				\$375.00
Metal studs and drywall repair				\$450.00
Roof Protection				\$350.00
Subtotal:				\$105,320.00
Overhead	\$105,320.00	10.00%		\$10,532.00
Profit	\$115,852.00	5.00%		\$5,792.60
Insurance	\$121,644.60	1.00%		\$1,216.45
Bond	\$122,861.05	1.00%		\$1,226.95
Total:				\$124,088.00

If you have any questions, please contact me at .

Submitted by:

Approved by: 
Date: _____

Change Request

To: The Warren Group Architects
1801 S. 2nd Street
Suite 370
McAllen, TX 78503

Number: 71
Date: 12/11/21
Job: 20-084 City of Pharr/PSJA Aquatic
Phone: 956-682-7369

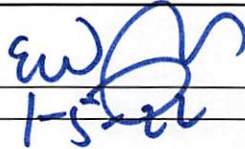
Description: PR 21 - Item 2 - Furnish and install pool heating pump, isolation valves and piping supports.

We are pleased to offer the following specifications and pricing to make the following changes:

Description				Price
PR 21 - AP CCN-K - Provide and install a Grundfos Pump 3095-7 VL, 240 GPM @ 80' cast iron, SS impeller; 10 HP 230/240/3/60; 1800 RPM TEFC Motor, Scotchkote coating, NSF 50, Lead Time 4-8 Weeks after approval. Includes Pump, Lift rental, CVPVC Pipe & Fittings, Hardware, Unistrut, 2 BF Valves, Labor, Freight and materials.				\$17,816.00
PR 21 - AP CCN-L - Provide and install a VFD for heated water pump 15HP 480U 3-Phase VFD for 10 HP circulation pump.				\$9,926.00
PR 21 - Item 1 - Power for Pump and VFD - labor and materials				\$1,868.00
			Subtotal:	\$29,610.00
Overhead		\$29,610.00	10.00%	\$2,961.00
Profit		\$32,571.00	5.00%	\$1,628.55
Insurance		\$34,199.55	1.00%	\$342.00
Bond		\$34,541.55	1.00%	\$345.42
			Total:	\$34,886.97

If you have any questions, please contact me at 956-686-9573.

Submitted by: Claudio Velasco

Approved by: 
Date: 1-5-22



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON January 27, 2022 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	PHARR NORTHSIDE AQUATIC FACILITY
BID NO.:	1819-35-510-C011-051
CONTRACT DATE:	SEPTEMBER 23, 2018
CONTRACTOR:	D. WILSON CONSTRUCTION
ADDRESS:	3001 N. CAGE BLVD., PHARR, TX 78577
PROJECT DESCRIPTION:	PHARR-UTRGV-PSJA NATATORIUM WITH 50M COMPETITION POOL AND DIVE TOWER

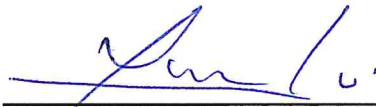
THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$ -0--, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ 23,165,208.00
Change Orders	\$ 621,071.00
Current Contract	\$ 23,786,279.00
Total Earned to Date	\$ 23,786,279.00
Less Previous Payments (-)	\$ 22,502,488.11
Balance with Retainage	\$ 1,283,790.89
Authorized Deductions (-)	\$ 0.00
Final Payment	\$ 1,283,790.89

6. That the **Final Payment** in the amount of \$ (1,283,790.89)
(One Million Two Hundred Eighty-Three Thousand Seven Hundred Ninety & 89/100)
is due and payable.

The Warren Group
Architecture Firm


Architect's Signature

APPROVED BY:

D Wilson Construction Co.

Contractor



Signature

4/26/22

Date

APPROVED BY:

City Engineer

Signature

Date

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> City of Pharr Aquatic Center 3001 North Cage, Pharr, Texas 78577	ARCHITECT'S PROJECT NUMBER: 971805 CONTRACT FOR: General Construction CONTRACT DATED: 9/23/2019	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Pharr 118 South Cage Pharr, Texas 78577		

STATE OF: Texas
COUNTY OF: Hidalgo

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

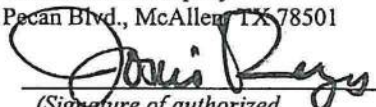
EXCEPTIONS:

None

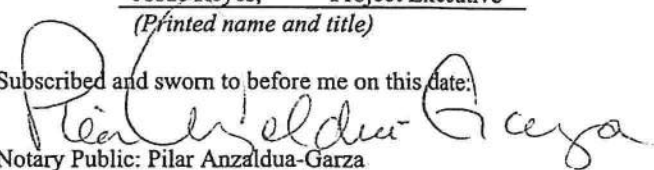
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
D Wilson Construction Company
1207 East Pecan Blvd., McAllen TX 78501

BY: 
(Signature of authorized representative)
Josue Reyes, Project Executive
(Printed name and title)

Subscribed and sworn to before me on this date:


Notary Public: Pilar Anzaldúa-Garza
My Commission Expires: 6/10/2024



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> City of Pharr Aquatic Center 3001 North Cage, Pharr, Texas TO OWNER: <i>(Name and address)</i> City of Pharr 118 South Cage	ARCHITECT'S PROJECT NUMBER: 971805 CONTRACT FOR: General Construction CONTRACT DATED: 9/23/2019	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
---	---	---

Pharr, Texas 78577

STATE OF: Texas
COUNTY OF: Hidalgo

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

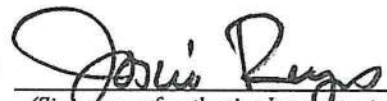
Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

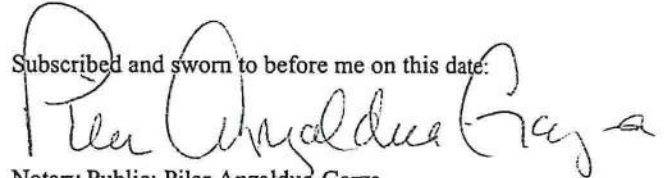
CONTRACTOR: *(Name and address)*
D Wilson Construction Company
1207 E. Pecan Blvd., McAllen, TX 78501

BY:


(Signature of authorized representative)

Josue E. Reyes, Project Executive
(Printed name and title)

Subscribed and sworn to before me on this date:



Notary Public: Pilar Anzaldua-Garza
My Commission Expires: 06/10/2024



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: **Pharr Aquatic Center (Natatorium)**

Job No: **20-084**

On receipt by the signer of this document of a check from City of Pharr in the sum of \$ 1,283,790.89 payable to D Wilson Construction (Payee) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr (Owner) located at 3001 North Cage (Location) to the following extent: General Construction - Pharr Aquatic Center (Job Description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Pharr (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 4/26/2022

D Wilson Construction Co. (Company Name)

By: [Signature] (Signature)

Jose Araiza, Jr., CFO (Title)

STATE OF Texas §

§

COUNTY OF Hidalgo §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 26th day of April, 2022, by Jose Araiza, on behalf of D Wilson Construcion Co.

Pilar Anzaldua-Garza

Notary Public in and for the State of Texas

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: **Pharr Aquatic Center (Natatorium)**

Job No: **20-084**

On receipt by the signer of this document of a check from **D Wilson Construction Company** in the sum of \$ 2192.90 payable to Alamo Door Systems (Payee) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr (Owner) located at 114 South Cage, Pharr, TX 78577 (Location) to the following extent: Pharr Aquatic Center (Natatorium) (Job Description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **D Wilson Construction Company** (person with whom signer contracted).

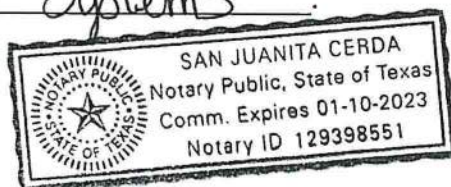
Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 4/15/2022
Alamo Door Systems (Company Name)
By: [Signature] (Signature)
GM (Title)

STATE OF Texas §
COUNTY OF Commen §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 15 day of April, 2022, by Frank Carrales, on behalf of Alamo Door Systems.



[Signature]
Notary Public in and for the State of Texas

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: City of Pharr Aquatic (Natatorium)

Job No: 20-084

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to D Wilson Construction Company (person with whom signer contracted) on the property of City of Pharr (owner) located at 114 South Cage, Pharr, Texas 78577 (location) to the following extent: City of Pharr Aquatic Center (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

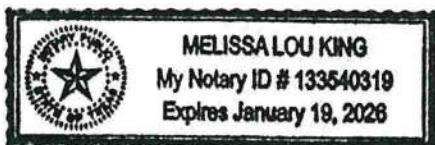
The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 4/7/22
All Valley (Company name)
By: [Signature] (Signature)
owner (Title)

STATE OF Texas ☐ §
COUNTY OF Hidalgo §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 7th day of April, 2022, by Melissa King, on behalf of All Valley/Coody King

Melissa Lou King
Notary Public in and for the State of Texas



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: **Pharr Aquatic Center (Natatorium)**

Job No: **20-084**

On receipt by the signer of this document of a check from **D Wilson Construction Company** in the sum of \$ 122971.10 payable to D&F Industries, Inc. (Payee) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr (Owner) located at 114 South Cage, Pharr, TX 78577 (Location) to the following extent: Pharr Aquatic Center (Natatorium) (Job Description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **D Wilson Construction Company** (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 4/7/2022

D&F Industries, Inc. (Company Name)

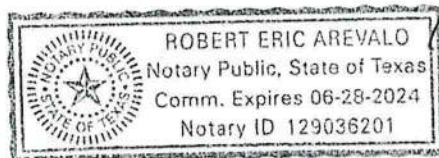
By: [Signature] (Signature)

Vice President (Title)

STATE OF Texas §

COUNTY OF Hidalgo §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 7th day of April, 2022, by Trenton Hausenfluck, on behalf of D&F Industries, Inc.



[Signature]
Notary Public in and for the State of Texas



RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF Hidalgo

Personally appeared me the undersigned authority in and for said County and State
of Fernando Millan (Name of Individual) President (Title)
of Excel Applicators, Inc. (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 57,559.85, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Excel Applicators, Inc.

Company

Signature

Fernando Millan

Print Name

President

Title

3/17/2022

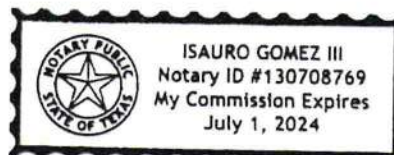
Date

Sworn to and subscribed before me this 17 day of March, 2022.

Notary Public

July 1st, 2024

My Commission Expires





RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Ryan Wychopen (Name of Individual) Owner (Title)
of Fire Systems of Texas (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 8,779.84, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Fire Systems of Texas

Company

Signature

Ryan Wychopen

Print Name

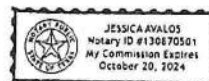
Owner

Title

3/18/2022

Date

Sworn to and subscribed before me this 18th day of March, 2022.

Notary Public

10/20/2024

My Commission Expires



RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF ILLINOIS

COUNTY OF EFFINGHAM

Personally appeared me the undersigned authority in and for said County and State
· Michael Brown (Name of Individual) General Manager (Title)
of Irwin Seating Company (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 6,447.87, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Irwin Seating Company

Company

Signature

Michael Brown

Print Name

General Manager

Title

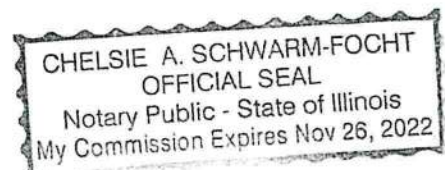
03/17/2022

Date

Sworn to and subscribed before me this 17th day of March, 2022.

Chelsie A. Schwarm-Focht
Notary Public

11/26/2022
My Commission Expires





RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF HIDALGO:

Personally appeared me the undersigned authority in and for said County and State
of Jose G. Cabrales (Name of Individual) President (Title)
of Gabino's Painting Service (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
at 3001 North Cage, Pharr, Texas (Location), upon receipt of check in the amount
\$ 39,714.00, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Gabino's Painting Service

Company

Jose G. Cabrales

Signature

Jose G. Cabrales

Print Name

President

Title

3/1/2022

Date

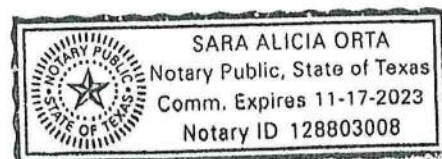
Sworn to and subscribed before me this 1st day of March, 2022.

Sara A. Orta

Notary Public

11/17/2023

My Commission Expires



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Name City of Pharr Aquatics

Job No. _____

On receipt by the signer of this document of a check from D. Wilson Construction
(maker of check) in the sum of \$ 7,015.30 payable to J. Salazar Constuction (payee or
payees of check) and when the check has been properly endorsed and has been paid by the bank on which
it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a
payment bond that complies with a state or federal statute, any common law payment bond right, any
claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or
payment rights for persons in the signer's position that the signer has on the property of
City of Pharr Aquatics (owner) located at 3001 N Cage Blvd. Pharr, TX (location) to the following
extent: Drilling Piers (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials
furnished to the property or to City of Pharr Aquatics (person with whom signer
contracted).

Before any recipient of this document relies on this document, the recipient should verify
evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final
payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for
all work, materials, equipment, or services provided for or to the above referenced project up to the date
of this waiver and release

Date: 3/17/22
Company Name: J. Salazar Construction
By: Erica Gonzales
Signature: [Signature]
Title: Controller

SUBSCRIBED AND SWORN TO BEFORE ME this the 17 day of March, 2022.



NOTARY PUBLIC, in and for the
State of Texas

Signature: [Signature]

My Commission Expires: 1/26/25

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: **Pharr Aquatic Center (Natatorium)**

Job No: **20-084**

On receipt by the signer of this document of a check from **D Wilson Construction Company** in the sum of \$ 614.15 payable to McAllen Pest Control Inc. (Payee) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr (Owner) located at 114 South Cage, Pharr, TX 78577 (Location) to the following extent: Pharr Aquatic Center (Natatorium) (Job Description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **D Wilson Construction Company** (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

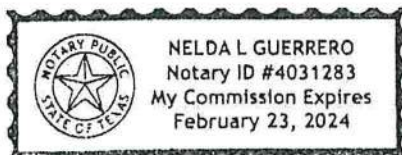
The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 4-7-22
McAllen Pest Control (Company Name)
By: [Signature] (Signature)
President (Title)

STATE OF Texas §
COUNTY OF Hidalgo §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 7th day of April, 2022, by Isidro Guerrero Jr on behalf of McAllen Pest Control, Inc.

Nelda L. Guerrero
Notary Public in and for the State of Texas





RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Jesus Padron (Name of Individual) President (Title)
of Padron Plumbing Inc. (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 27,365.25, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Padron Plumbing Inc.

Company

Jesus Padron
Signature

Jesus Padron

Print Name

President

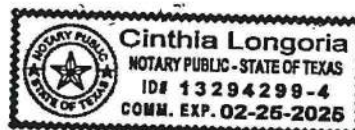
Title

March 18, 2022

Date

Sworn to and subscribed before me this 18th day of March, 2022.

Cynthia Longoria
Notary Public



February 25, 2025
My Commission Expires

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: City of Pharr Aquatic (Natatorium)

Job No: 20-084

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to D Wilson Construction Company (person with whom signer contracted) on the property of City of Pharr (owner) located at 114 South Cage, Pharr, Texas 78577 (location) to the following extent: City of Pharr Aquatic Center (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 4/7/2022

Pole Tech Co., Inc (Company name)

By: V [Signature] (Signature)

Vice President (Title)

STATE OF New York ☐ §
§
COUNTY OF Suffolk §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 7 day of April, 2022, by Vincent P. Barbarite, on behalf of Pole Tech Co., Inc.

[Signature]
Notary Public in and for the State of ~~Texas~~ New York

Elisabeth Murray
Notary Public, State of New York
Reg. No. 01MU6371153
Qualified in Suffolk County
Commission Expires 02/20/2026

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

Project: City of Pharr/PSJA Aquatic

Job No: 20-084

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to **D Wilson Construction Company**, located at **3001 N Cage Blvd., Pharr, Texas**, to the following extent: City of Pharr/PSJA Aquatic. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date:

PRECONTX BY Bonarc, LLC

By: Nancy Reyna (Signature)

expediting (Title)

STATE OF TEXAS

COUNTY OF Hidalgo

§
§

§

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 30th day of December, 2020, by Nancy Reyna, on behalf of Precontx, Notary Public in and for the State of Texas

Alma Suarez



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project City of Pharr/PSJA Aquatic Facility
Job No. 20-084

On receipt by the signer of this document of a check from D. Wilson Construction Co. (maker of check) in the sum of \$ 3,922.50 payable to Rio Elevator Company, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr/PSJA (owner) located at 3001 N Cage Blvd. Pharr, TX 78577 (location) to the following extent: Elevator Installation (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Rio Elevator Company, Inc. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Signature: _____

Date: _____

Company Name: _____

By (w/ title): _____

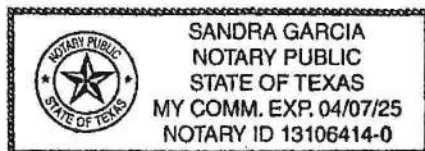
[Signature]
February 16, 2022

Rio Elevator Company, Inc.

Amanda Hill, Estimator

STATE OF TEXAS §
COUNTY OF Cameron §

This instrument was acknowledged before me on this 16th day of February, 2022, by Sandra Garcia (name), Office Manager (job title) of Rio Elevator Company, Inc. (company name).



[Signature]
NOTARY PUBLIC, STATE OF TEXAS



RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

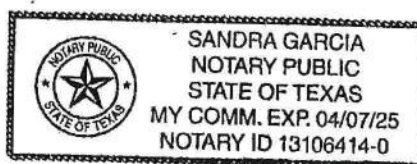
COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Frank Hale (Name of Individual) President (Title)
of Rio Elevator Company, Inc. (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 3,922.50, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Company
[Signature]
Signature
Frank M. Hale
Print Name
President
Title
03/17/22
Date

Sworn to and subscribed before me this 17th day of March, 2022.

[Signature]
Notary Public
04/07/25
My Commission Expires





**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

STATE OF TEXAS,

COUNTY OF HIDALGO:

Personally appeared me the undersigned authority in and for said County and State
of Rey Espericueta (Name of Individual) Owner (Title)
of REJ Excavation and Site Construction (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas (Location), upon receipt of check in the amount
\$ 147,250.00, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

REJ Excavation and Site Construction

Company

Signature

Rey Espericueta

Print Name

Title

Date

Sworn to and subscribed before me this 01 day of March, 2022.

Notary Public

07-24-2024
My Commission Expires



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project City of Pharr/PSJA Aquatic Facility
Job No. 20-084

On receipt by the signer of this document of a check from D. Wilson Construction Co. (maker of check) in the sum of \$ 3,922.50 payable to Rio Elevator Company, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr/PSJA (owner) located at 3001 N Cage Blvd. Pharr, TX 78577 (location) to the following extent: Elevator Installation (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Rio Elevator Company, Inc. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Signature: _____

Date: _____

Company Name: _____

By (w/ title): _____

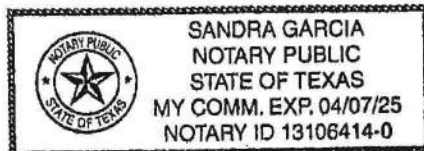
February 16, 2022

Rio Elevator Company, Inc.

Amanda Hill, Estimator

STATE OF TEXAS §
COUNTY OF Cameron §

This instrument was acknowledged before me on this 16th day of February, 2022,
by Sandra Garcia (name), Office Manager (job
title) of Rio Elevator Company, Inc. (company name).



Sandra Garcia
NOTARY PUBLIC, STATE OF TEXAS

Conditional Final Release

§53.284 (d), Tex. Property Code:

If a contractor (or other potential lien claimant) is required to execute a waiver and release in exchange for or to induce the payment of a final payment and is not paid in good and sufficient funds in exchange for the waiver and release or if a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release must read:

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project CITY OF PHARR/ PSJA AQUATIC FACILITY
Job No. 20-084

On receipt by the signer of this document of a check from D WILSON CONSTRUCTION COMPANY (maker of check) in the sum of \$218.25 payable to SERVICE SHADE SHOP (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanics lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signers position that the signer has on the property of CITY IF PHARR, TX (owner) located at 3001 N CAGE BLVD., PHARR, TX 78577 (location) to the following extent: WINDOW TREATMENTS (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to D WILSON CONSTRUCTIONS COMPANY (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date APRIL 7, 2022

SERVICE SHADE SHOP0 (Company name)

By [Signature] (Signature)

PRESIDENT (Title)"

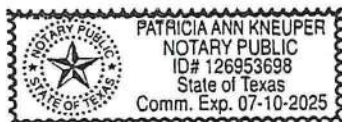
State of Texas §

§

County of Bexar §

BEFORE ME, the undersigned authority, on this day personally appeared LARRY J. YBARRA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the PRESIDENT of SERVICE SHADE SHOP, and that he/she executed this instrument on behalf of said corporation as its act and deed, for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 7 day of APRIL, 2022



[Signature]
Notary Public - State of Texas

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Pharr/PSJA Aquatic

Job No: 20-084

The signer of this document has been paid and has received a progress payment in the sum of \$ 3,075.00 for all labor, services, equipment, or materials furnished to the property or to D. Wilson Construction Company on the property of City of Pharr located at 3001 N Cage Blvd, Pharr, TX. 78577 to the following extent: City of Pharr/PSJA Aquatic. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to D. Wilson Construction Company as indicated in the attached statement(s) or progress payment requests(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress statement request(s).

Date: _____

Specialized Building Systems (Company Name)

By: _____ (Signature)

(Title)

Description of attachments: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the _____ day of _____, _____, by _____, on behalf of _____.



Notary Public in and for the State of Texas

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Pharr Aquatic Center (Natatorium)

Job No: 20-084

On receipt by the signer of this document of a check from D Wilson Construction Company in the sum of \$ 1800.00 payable to Stonhard (Payee) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr (Owner) located at 114 South Cage, Pharr, TX 78577 (Location) to the following extent: Pharr Aquatic Center (Natatorium) (Job Description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to D Wilson Construction Company (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 04/07/22
Stonhard (Company Name)
By: Deborah Reid (Signature)
a/r specialist (Title)

STATE OF XXXX NJ §
Texas §
COUNTY OF Camden §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 7 day of April, 2022, by Deborah Reid, on behalf of Stonhard



Patricia Martin
Notary Public in and for the State of ~~Texas~~ NJ

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

Project: **City of Pharr/PSJA Aquatic**

Job No: **20-084**

The signer of this document has been paid in full for ~~all labor, services, equipment, or~~ materials furnished to the property or to **D Wilson Construction Company** on the property of **City of Pharr** located at **3001 N Cage Blvd, Pharr, Tx 78577**, to the following extent: **City of Pharr/PSJA Aquatic**. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: May 10, 2021

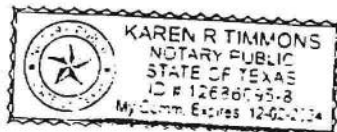
T.H. Willis Company, Inc.

By: Colette C. Willis (Signature)

President (Title)

STATE OF TEXAS §
COUNTY OF Lampasas §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 11 day of May, 2021 by Colette C. Willis, on behalf of T.H. Willis Company, Inc.
Karen R Timmons Notary Public in and for the State of Texas





RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF Hidalgo

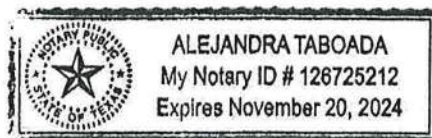
Personally appeared me the undersigned authority in and for said County and State
of Texas (Name of Individual) Ignacio Taboada (Title)
of TABFX, LLC (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 11,550.00, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Tabfx, LLC
Company
Ignacio Taboada
Signature
Ignacio Taboada
Print Name
CEO
Title
21 March 2022
Date

Sworn to and subscribed before me this 21st day of March, 2022.

[Signature]
Notary Public

11-20-24
My Commission Expires





RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Javier Ramos (Name of Individual) President (Title)
of Tadco Roofing (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 18,330.00, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Tadco Roofing

Company

Signature

Javier Ramos

Print Name

President

Title

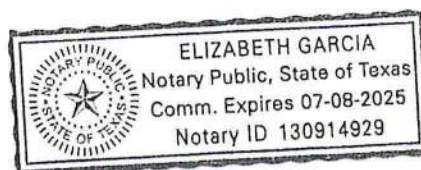
03/17/22

Date

Sworn to and subscribed before me this 17th day of March, 2022.

Elizabeth Garcia
Notary Public

07/08/2025
My Commission Expires





RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Guadalupe L Salinas (Name of Individual) President (Title)
of Valley Striping Corp (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 30,238.00, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Valley Striping Corp

Company

[Signature]
Signature

Guadalupe L Salinas

Print Name

President

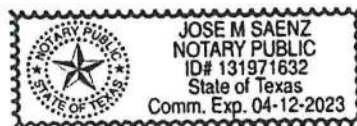
Title

03-17-2022

Date

Sworn to and subscribed before me this 17 day of March, 2022.

[Signature]
Notary Public



04-12-2023
My Commission Expires

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Pharr/PSJA Aquatic

Job No: 20-084

The signer of this document has been paid and has received a progress payment in the sum of \$ 13,127.00 for all labor, services, equipment, or materials furnished to the property or to D. Wilson Construction Company on the property of City of Pharr located at 3001 N Cage Blvd, Pharr, TX. 78577 to the following extent: City of Pharr/PSJA Aquatic. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to D. Wilson Construction Company as indicated in the attached statement(s) or progress payment requests(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress statement request(s).

Date:

01-26-2010

The 10th Architectural Div.

(Company Name)

By:

(Signature)

Jacqueline Figueroa, Owner (Title)

Description of attachments:

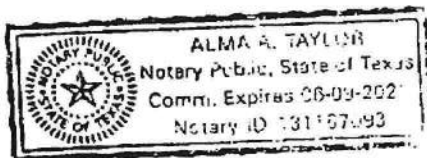
STATE OF TEXAS

COUNTY OF Comal

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 26th day of

January, 26th, by Jacqueline Figueroa on behalf of The 10th

Alma A. Taylor
Notary Public in and for the State of Texas



NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Pharr/PSJA Aquatic

Job No: 20-084

The signer of this document has been paid and has received a progress payment in the sum of \$ 184.00 for all labor, services, equipment, or materials furnished to the property or to D. Wilson Construction Company on the property of City of Pharr located at 3001 N Cage Blvd, Pharr, TX. 78577 to the following extent: City of Pharr/PSJA Aquatic. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to D. Wilson Construction Company as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress statement request(s).

Date: Feb. 15th, 2022

The 10th Architectural Div. (Company Name)

By: [Signature] (Signature)

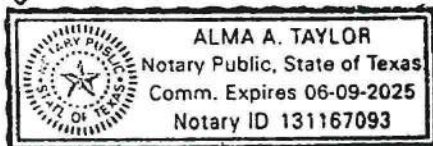
Owner (Title)

Description of attachments: N/A

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 15th day of February 2022, by Jacqueline Figueroa, on behalf of The 10th



[Signature]
Notary Public in and for the State of Texas

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: **Pharr Aquatic Center (Natatorium)**

Job No: **20-084**

On receipt by the signer of this document of a check from **D Wilson Construction Company** in the sum of \$24,939.50 payable to VKR Landscaping, Inc. (Payee) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Pharr (Owner) located at 114 South Cage, Pharr, TX 78577 (Location) to the following extent: Pharr Aquatic Center (Natatorium) (Job Description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **D Wilson Construction Company** (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 4/7/2022

VKR Landscaping, Inc. (Company Name)

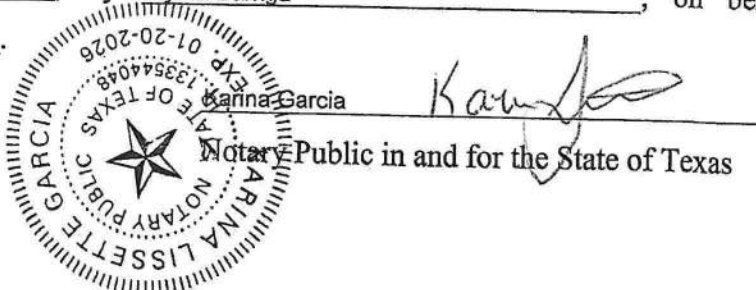
By: [Signature] (Signature)

Owner (Title)

STATE OF Texas §

COUNTY OF Hidalgo §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 7 day of 4, 2022, by Myrna Barriga, on behalf of VKR Landscaping, Inc.





RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF TEXAS,

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Guadalupe L Salinas (Name of Individual) President (Title)
of Valley Striping Corp (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
Pharr Northside Aquatic Center (Name of Project)
3001 North Cage, Pharr, Texas 78577 (Location), upon receipt of check in the amount
\$ 30,238.00, the undersigned company waives any claims and releases
City of Pharr and D Wilson Construction Company (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

Valley Striping Corp

Company

[Signature]

Signature

Guadalupe L Salinas

Print Name

President

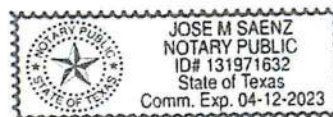
Title

03-17-2022

Date

Sworn to and subscribed before me this 17 day of March, 2022.

[Signature]
Notary Public



04-12-2023
My Commission Expires

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

Project: City of Pharr/PSJA Aquatic

Job No: 20-084

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to **D Wilson Construction Company** on the property of **City of Pharr** located at **3001 N Cage Blvd, Pharr, Tx 78577**, to the following extent: **City of Pharr/PSJA Aquatic**. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: November 23, 2021

Vaughn Storage Systems

By: Milt Vaughn (Signature)

President (Title)

STATE OF TEXAS §
COUNTY OF Lubbock §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 23rd day of November, 2021, by Milt Vaughn, on behalf of Vaughn Storage Systems.
Donna L. Bridwell Notary Public in and for the State of Texas



CONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

Project: CITY OF PHARR/PSJA AQUATIC
Job #: _____

On receipt by the signer of this document of a check from D. WILSON CONSTRUCTION COMPANY in the sum of \$ \$ 69,859.35 (Covers through AFP#27-RETAINAGE) payable to ZITRO ELECTRIC, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanics' lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of CITY OF PHARR located at 3001 N CAGE BLVD, PHARR, TX 78577 to the following extent:
ELECTRICAL LABOR & MATERIALS.

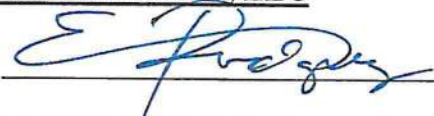
This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to D. WILSON CONSTRUCTION COMPANY (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: MARCH 1, 2022

ZITRO ELECTRIC, LLC

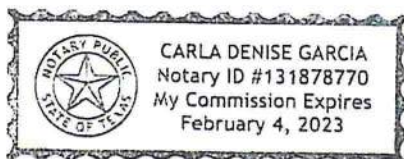
By:  (Signature)

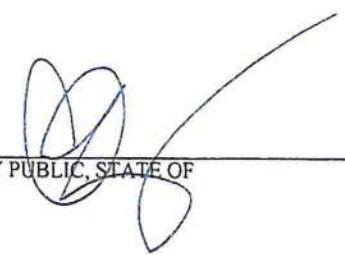
ELVA RODRIGUEZ, Projects Office Manager (Title)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 1 day of MARCH, 2022, by ELVA RODRIGUEZ (Name), PROJECTS OFFICE MANAGER (Job Title) of ZITRO ELECTRIC, LLC (Co)

SEAL




NOTARY PUBLIC, STATE OF



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: May 6, 2022

MEETING DATE: May 16, 2022

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on acceptance of the City of Pharr Various Parking Lot Improvements Project as complete, approval of Final Change Order No. 3 in the amount of \$80,214.00, and release of Final Payment and Retainage in the amount of \$138,075.12.

Classification: Regular

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

Issue: RDH Site & Concrete, LLC has completed the City of Pharr Various Parking Lot Improvements Project. A final walkthrough was held on May 2, 2022, and improvements were found to be completed in general compliance with the plans and specifications. (Project # 2021-01-528-C001-374)

Fiscal Consideration:

Original Contract Amount: \$616,151.50

Change Order #1: \$130,259.50

Change Order #2: \$48,928.00

Change Order #3: \$138,075.12

Revised Contract Amount: \$875,553.00

Previous Payments: \$737,477.88

Final Payment and Retainage: \$138,075.12

Staff Recommendation: Staff recommends acceptance of the City of Pharr Various Parking Lot Improvements Project as complete, approval of Final Change Order No. 3 in the amount of \$80,214.00, and release of Final Payment & Retainage in the amount of \$138,075.12.

Alternatives: The project is complete and the contractor is ready to close the project. No alternative.

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Ofsman M. Quintana
Maria Rangel

Created/Initiated - 5/6/2022
Approved - 5/10/2022

Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Approved - 5/10/2022
Approved - 5/10/2022
Approved - 5/11/2022
Final Approval - 5/12/2022



Owner's

Acknowledgement of Receipt of "As-Built" Drawings

PROJECT: City of Pharr Various Parking Lot Improvements & Police Department Parking Lot
BID NUMBER: 2021-01-528-C001-374
CONTRACTOR: RDH Site & Concrete, LLC

This letter serves that the City of Pharr (OWNER) acknowledges the receipt of a complete set of "As-Built" drawings for City of Pharr Various Parking Lot Improvements & Police Department Parking Lot (PROJECT) on _____.

City Engineer

Signature

Date



**Architect's
Certificate of Substantial Completion**

PROJECT: City of Pharr Various Parking Lot Improvements & Police Department Parking Lot
BID NUMBER: 2122-01-528-C001-374
CONTRACTOR: RDH Site & Concrete, LLC

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

Architect

Signature

Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

RDH Site & Concrete, LLC
Contractor



Signature

5/5/22
Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on _____.

City Engineer – City of Pharr

Signature

Date



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON May 2, 2022 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	City of Pharr Various Parking Lot Improvements & Police Department Parking Lot
BID NO.:	2122-01-528-C001-374
CONTRACT DATE:	5/4/2021
CONTRACTOR:	RDH Site & Concrete, LLC
ADDRESS:	3809 Clavel St. Ste D.
PROJECT DESCRIPTION:	Parking lot construction

THIS IS TO CERTIFY:

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

5. Original Contract	\$ 616,151.50
Change Orders	\$ 259,401.50
Current Contract	\$ 875,553.00
Total Earned to Date	\$ 875,553.00
Less Previous Payments (-)	\$ 737,477.88
Balance with Retainage	\$ 831,775.35
Authorized Deductions (-)	\$
Final Payment	\$ 94,297.47

6. That the Final Payment in the amount of \$(94,297.47)
(Ninty-four thousand, two hundred ninty-seven dollars, & forty-seven cents)
is due and payable.

City of Pharr Engineering Dept.
Engineering Company

Project Engineer's Signature

APPROVED BY:

RDH Site & Concrete, LLC

Contractor



Signature

5/5/22

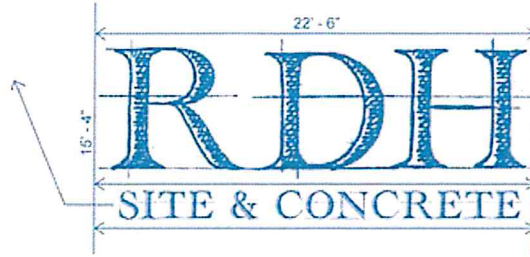
Date

APPROVED BY:

City Engineer

Signature

Date



LETTER OF WARRANTY

Date: April 25, 2021

Project Name: Various Parking Lot Improvement Project

Project Location: City of Pharr

Contract Number: 2021-01-528-C001-374

Contract Amount: \$ 875,553.00

RDH Site and Concrete, LLC warrants all labor performed and material installed at the above-mentioned job site, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and/or product abuse.

Under this warranty, RDH Site and Concrete, LLC will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and/or material installed by us. If said damage is judged to be the fault RDH Site and Concrete, LLC workmanship and/or material, RDH Site and Concrete, LLC will at no cost to the Owner repair or replace defective material.

Respectfully,

A handwritten signature in blue ink, appearing to read 'RDH', is written over a horizontal line.

General Manager

Name

Title

Contractor Company Name: 956-502-5426



RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS

STATE OF

COUNTY OF

Personally appeared me the undersigned authority in and for said County and State
of Dianaly De Hoyos (Name of Individual) General Manager (Title)
of RDH Site and Concrete, LLC (Company), who, being duly sworn by
me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age
benefits tax, state and federal unemployment insurance and other liabilities have been paid in
full, or that funds are in hand to discharge such liabilities when due, incurred in the performance
of its Subcontract for furnishing labor or products in the construction of improvements
City of Pharr Various Parking Lot Improvements & Police Department Parking Lot (Name of Project)
Pharr, TX (Location), upon receipt of check in the amount
\$ 94,297.47, the undersigned company waives any claims and releases
City of Pharr and RDH Site & Concrete, LLC (Contractor) from any rights or claims
for debts due and owing by virtue of the furnishing of any labor or products and any lien
therefore.

RDH Site & Concrete, LLC

Company

Signature

Dianaly De Hoyos

Print Name

General Manager

Title

5/5/22

Date

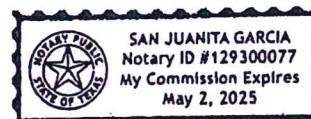
Sworn to and subscribed before me this 5th day of May, 2022

SAN JUANITA GARCIA

Notary Public

05/02/2025

My Commission Expires



Payment Request No. 12

Period: 04/12/2022 to 04/22/2022

Owner: City of Pharr

118 S. Cage Blvd.

Pharr, TX 78577

Contractor: RDH Site & Concrete, LLC

3809 Clavel St. Ste D

Palmview, TX 78572

Project: City of Pharr Various Parking lot Improvements

& Police Department Parking Lot

Bid No. 2021-01-528-C001-374

PO#

Original Contract Amount: \$616,151.50

Change Orders: \$259,401.50

Contract Amount to Date: \$875,553.00

Total to Date: \$875,553.00

Total Stored to Date: \$875,553.00

Total to Date: \$875,553.00

Retainage: \$43,777.65

Total Due Less Retainage: \$831,775.35

Less Previous Payments: \$737,477.88

Current Payment Due: \$94,297.47

Percent Completed: 100.00%

Original Contract Time (Days): 90

Change Orders (Days): 213 -272

Contract Time Days Used to Date: 363

Notice to Proceed 5/4/2021

Substantial Completion Date 5/2/22

Contract Time Used 100%

Change Order Summary

No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
1	\$ 130,259.50		74	
2	\$ 48,928.00		30	
3	\$ 104,279.00	\$24,065.00	169	
Total	\$ 283,466.50	\$24,065.00	273	

* Provide Documentation

Attachment "B"

Contractor:

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

Signature:

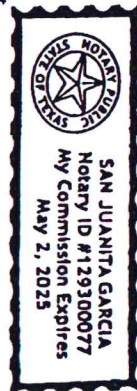
5/5/22
Date

Subscribed and sworn before me this 5th day of May 2022

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

San Juanita Garcia

My Commission Expires:



Construction Manager or Engineer of Record

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

Signature:

Date:

Approved:

~~Omar Anzaldúa Jr.~~ PE

~~City Engineer~~

Signature

Date

Ignacio Amezcua

Purchasing Director

Signature

Date

Deputy City Manager

Signature

Date

Edward Wylie

Interim City Manager

Signature

Date

Karla Saavedra

Finance Director

Signature

Date



Attachment "A"
Tabulation of Contract Work Performed

Item No.	Description	Contract			Amount	Application #12			This Period		Total To Date		
		Units	Quantity	Unit Cost		Quan	QTY To Date	Item Cost	Quantity	Amount	Quantity	Amount	
CITY HALL OVERFLOW PARKING LOT													
1	REMOVE AND PROPERLY DISPOSE OF CONCRETE SIDEWALK/RAMP MATERIAL.	SY	203	\$10.00	\$2,030.00		203.00	\$	-	203.00	\$2,030.00	0.00	\$0.00
2	REINFORCED 5' CONCRETE SIDEWALK (3,000 PSI)(4"). ALL COMPLETE IN PLACE.	SY	215	\$42.00	\$9,030.00		215.00	\$	-	215.00	\$9,030.00	0.00	\$0.00
3	COMPLETE IN PLACE.												
4	REINFORCED CONCRETE DRIVEWAY/PRON (4,000 PSI)(6"). ALL COMPLETE IN PLACE.	EA	2	\$850.00	\$1,700.00		2.00	\$	-	2.00	\$1,700.00	0.00	\$0.00
5	TRUEGRID PRO PLUS. INCLUDE PLACEMENT.	SY	108	\$55.00	\$5,940.00		108.00	\$	-	108.00	\$5,940.00	0.00	\$0.00
6	TRUEGRID PRO PLUS DECK. INCLUDE PLACEMENT.	SF	29,883	\$1.50	\$44,824.50		29,883.00	\$	-	29,883.00	\$44,824.50	0.00	\$0.00
7	NO. 57 STONE. INCLUDE DELIVERY AND PLACEMENT.	SF	288	\$1.50	\$432.00		288.00	\$	-	288.00	\$432.00	0.00	\$0.00
8	TOP SOIL (2"). INCLUDE DELIVERY AND PLACEMENT.	CY	1107	\$39.00	\$43,173.00		1,107.00	\$	-	1,107.00	\$43,173.00	0.00	\$0.00
9	CONCRETE WHEEL STOP. INCLUDE DELIVERY AND PLACEMENT.	CY	183	\$25.00	\$4,575.00		183.00	\$	-	183.00	\$4,575.00	0.00	\$0.00
10	SILT FENCE	EA	37	\$200.00	\$7,400.00		37.00	\$	-	37.00	\$7,400.00	0.00	\$0.00
11	TREE PROTECTION	LF	914	\$1.75	\$1,599.50		914.00	\$	-	914.00	\$1,599.50	0.00	\$0.00
12	CLEARING AND GRUBBING	LS	1	\$800.00	\$800.00		1.00	\$	-	1.00	\$800.00	0.00	\$0.00
13	STABILIZED CONSTRUCTION ENTRANCE.	LS	1	\$7,500.00	\$7,500.00		1.00	\$	-	1.00	\$7,500.00	0.00	\$0.00
14	EARTHWORK (EXCAVATION AND DISPOSAL OF 12" OF ON-SITE MATERIAL TO ACCOMMODATE 10" OF NO. 57 STONE AND 2" OF TRUEGRID)	LS	1	\$1,500.00	\$1,500.00		1.00	\$	-	1.00	\$1,500.00	0.00	\$0.00
TOTAL					\$320.00		3,320.00	\$	-	3,320.00	\$18,260.00	0.00	\$0.00
DR. LONG PARK PARKING LOT EXPANSION					\$148,764.00				\$0.00		\$148,764.00		\$0.00
15	REMOVE AND PROPERLY DISPOSE OF CONCRETE SIDEWALK/RAMP MATERIAL.	SY	31	\$10.00	\$310.00		31.00	\$	-	31.00	\$310.00	0.00	\$0.00
16	MATERIAL.	LF	185	\$15.00	\$2,775.00		185.00	\$	-	185.00	\$2,775.00	0.00	\$0.00
17	MILLING (1") INCLUDE REMOVAL AND PROPER DISPOSAL OF MATERIALS.	SY	110	\$25.00	\$2,750.00	110	110.00	\$	2,750.00	110.00	\$2,750.00	0.00	\$0.00
18	REINFORCED 5' CONCRETE SIDEWALK (3,000 PSI)(4"). ALL COMPLETE IN PLACE.	SY	117	\$52.50	\$6,142.50		117.00	\$	-	117.00	\$6,142.50	0.00	\$0.00
19	REINFORCED 18" CONCRETE VALLEY GUTTER (4,000 PSI). ALL COMPLETE IN PLACE.	LF	84	\$15.00	\$1,260.00		84.00	\$	-	84.00	\$1,260.00	0.00	\$0.00
20	REINFORCED 24" CONCRETE CURB AND GUTTER (3,000 PSI). ALL COMPLETE IN PLACE.	LF	485	\$12.50	\$6,062.50		485.00	\$	-	485.00	\$6,062.50	0.00	\$0.00
21	REINFORCED CONCRETE DRIVEWAY/PRON (4,000 PSI)(6"). ALL COMPLETE IN PLACE.												
22	CALICHE (8") (TY F GR III)	SY	110	\$63.00	\$6,930.00		110.00	\$	-	110.00	\$6,930.00	0.00	\$0.00
23	SUBGRADE PREP (10") (3% LIME)	SY	964	\$21.00	\$20,244.00		964.00	\$	-	964.00	\$20,244.00	0.00	\$0.00
24	HMAC TY D LIMESTONE AGGREGATE (1") INCLUDE DELIVERY AND PLACEMENT.	SY	964	\$5.00	\$4,820.00		964.00	\$	-	964.00	\$4,820.00	0.00	\$0.00
		SY	110	\$10.50	\$1,155.00	110	110.00	\$	1,155.00	110.00	\$1,155.00	0.00	\$0.00
24	HMAC TY D LIMESTONE AGGREGATE (1") INCLUDE DELIVERY AND PLACEMENT. Not used	SY	854	\$10.50	\$8,967.00		0.00	\$	-	0.00	\$0.00	854.00	\$8,967.00
25	HMAC TY D LIMESTONE AGGREGATE (2"). INCLUDE DELIVERY AND PLACEMENT.	SY	964	\$12.00	\$11,568.00		964.00	\$	-	964.00	\$11,568.00	0.00	\$0.00
26	PRIME COAT (MC-30) (0.07 GAL/SY)	GAL	100	\$4.00	\$400.00		990.00	\$	-	100.00	\$400.00	0.00	\$0.00
26	PRIME COAT (MC-30) (0.07 GAL/SY) Not used	GAL	1,222	\$4.00	\$4,888.00		0.00	\$	-	0.00	\$0.00	1,222.00	\$4,888.00
27	SILT FENCE Not used	LF	550	\$1.75	\$962.50		0.00	\$	-	0.00	\$0.00	550.00	\$962.50
28	CLEARING AND GRUBBING	LS	1	\$7,500.00	\$7,500.00		1.00	\$	-	1.00	\$7,500.00	0.00	\$0.00
29	STABILIZED CONSTRUCTION ENTRANCE.	LS	1	\$1,500.00	\$1,500.00		1.00	\$	-	1.00	\$1,500.00	0.00	\$0.00
30	EARTHWORK (EXCAVATION AND DISPOSAL OF 12" OF ON-SITE MATERIAL TO ACCOMMODATE 10" OF NO. 57 STONE AND 2" OF TRUEGRID)	SY	964	\$5.50	\$5,302.00		964.00	\$	-	964.00	\$5,302.00	0.00	\$0.00
TOTAL					\$93,536.50				\$3,905.00		\$78,719.00		\$14,817.50

DOWNTOWN PARKING LOT (LOCATED JUST SOUTH OF 106 N. CAGE BLVD.)												
ITEM	DESCRIPTION	UOM	APPRX.	UNIT PRICE								
31	REMOVE AND PROPERLY DISPOSE OF ASPHALT MATERIAL.	SY	975	\$15.00	\$14,625.00							
32	REMOVE AND PROPERLY DISPOSE OF CONCRETE SIDEWALK/RAMP MATERIAL.	SY	22	\$22.00	\$220.00							
33	REMOVE AND PROPERLY DISPOSE OF CONCRETE VALLEY GUTTER MATERIAL.	LF	57	\$45.00	\$2,565.00							
34	REINFORCED 5' CONCRETE SIDEWALK (3,000 PSI)(4'). ALL COMPLETE IN PLACE.	SY	93	\$42.00	\$3,906.00							
35	REINFORCED 24' CONCRETE VALLEY GUTTER (4,000 PSI). ALL COMPLETE IN	LF	57	\$15.00	\$855.00							
36	REINFORCED CONCRETE CURB RAMP (3,000 PSI) WITH TRUNCATED DOMES. ALL	EA	1	\$850.00	\$850.00							
37	REINFORCED CONCRETE DRIVEWAY/APRON (4,000 PSI)(6'). ALL COMPLETE IN PLACE.	SY	68	\$63.00	\$4,284.00							
38	HMAC TY D LIMESTONE AGGREGATE (1") INCLUDE DELIVERY AND PLACEMENT.	SY	157	\$10.50	\$1,648.50							
39	TRUEGRID PRO PLUS DECK. INCLUDE PLACEMENT.	SF	22,284	\$1.50	\$33,426.00							
40	TRUEGRID PRO PLUS DECK. INCLUDE PLACEMENT.	SF	288	\$1.50	\$432.00							
41	NO. 57 STONE. INCLUDE DELIVERY AND PLACEMENT.	CY	825	\$39.00	\$32,175.00							
42	CONCRETE WHEEL STOP. INCLUDE DELIVERY AND PLACEMENT.	EA	44	\$200.00	\$8,800.00							
43	SILT FENCE	LF	689	\$1.75	\$1,205.75							
44	TREE PROTECTION	LS	1	\$800.00	\$800.00							
45	CLEARING AND GRUBBING	LS	1	\$7,500.00	\$7,500.00							
46	STABILIZED CONSTRUCTION ENTRANCE.	LS	1	\$1,500.00	\$1,500.00							
47	EARTHWORK (EXCAVATION AND DISPOSAL OF 12" OF ON-SITE MATERIAL TO ACCOMMODATE 10" OF NO. 57 STONE AND 2" OF TRUEGRID)	SY	2476	\$5.50	\$13,618.00							
TOTAL					\$128,410.25							
HIKE AND BIKE TRAIL PARKING LOT (LOCATED ADJACENT TO 906 E. SAM HOUSTON AVE.)												
48	REMOVE AND PROPERLY DISPOSE OF CONCRETE SIDEWALK/RAMP MATERIAL.	SY	25	\$45.00	\$1,125.00							
49	REMOVE AND PROPERLY DISPOSE OF METAL POSTS.	EA	2	\$45.00	\$90.00							
50	REINFORCED 5' CONCRETE SIDEWALK (3,000 PSI)(4'). ALL COMPLETE IN PLACE.	SY	274	\$35.00	\$9,590.00							
51	REINFORCED CONCRETE CURB RAMP (3,000 PSI) WITH TRUNCATED DOMES. ALL	EA	1	\$850.00	\$850.00							
52	REINFORCED CONCRETE DRIVEWAY/APRON (4,000 PSI)(6'). ALL COMPLETE IN	SY	13	\$58.00	\$754.00							
53	TRUEGRID PRO PLUS. INCLUDE PLACEMENT.	SF	13,229	\$1.50	\$19,843.50							
54	TRUEGRID PRO PLUS DECK. INCLUDE PLACEMENT.	SF	144	\$1.50	\$216.00							
55	NO. 57 STONE. INCLUDE DELIVERY AND PLACEMENT.	CY	490	\$39.00	\$19,110.00							
56	TOP SOIL (2). INCLUDE DELIVERY AND PLACEMENT.	CY	82	\$25.00	\$2,050.00							
57	CONCRETE WHEEL STOP. INCLUDE DELIVERY AND PLACEMENT.	EA	33	\$200.00	\$6,600.00							
58	SILT FENCE	LF	1,025	\$1.75	\$1,793.75							
59	TREE PROTECTION	LS	1	\$800.00	\$800.00							
60	CLEARING AND GRUBBING	LS	1	\$7,500.00	\$7,500.00							
61	STABILIZED CONSTRUCTION ENTRANCE.	LS	1	\$1,500.00	\$1,500.00							
62	EARTHWORK (EXCAVATION AND DISPOSAL OF 12" OF ON-SITE MATERIAL TO ACCOMMODATE 10" OF NO. 57 STONE AND 2" OF TRUEGRID)	SY	1470	\$5.50	\$8,085.00							
TOTAL					\$79,907.25							
BASE BID TOTAL AMOUNT FROM ITEM 1-62					\$450,618.00							
					\$4,121.00							
					\$79,907.25							
					\$435,800.50							
					\$14,817.50							

[illegible]

CHANGE ORDER													
CHANGE ORDER #1 MOORE RD													
1	REMOVE AND PROPERLY DISPOSE OF CONCRETE CURB (6") MATERIAL.	LF	47	\$10.50	\$493.50	47	47.00	\$	493.50	47.00	\$493.50	0.00	\$0.00
2	EARTHWORK (EXCAVATION AND DISPOSAL OF 12" OF IN-SITU MATERIAL TO ACCOMMODATE 10" OF NO. 57 STONE AND 2" OF TRUEGRID)	SY	1,937	\$7.00	\$13,559.00	1,937.00	\$	-	1,937.00	\$13,559.00	0.00	\$0.00	
3	TRUEGRID PRO PLUS. INCLUDE PLACEMENT.	SF	17,110	\$1.50	\$25,665.00	17,110.00	\$	3,207.00	17,110.00	\$25,665.00	0.00	\$0.00	
4	TRUEGRID PRO PLUS DECK. INCLUDE PLACEMENT.	SF	324	\$1.50	\$486.00	324.00	\$	-	324.00	\$486.00	0.00	\$0.00	
5	NO. 57 STONE. INCLUDE DELIVERY AND PLACEMENT.	CY	634	\$44.00	\$27,896.00	634.00	\$	-	634.00	\$27,896.00	0.00	\$0.00	
6	TOP SOIL (2"). INCLUDE DELIVERY AND PLACEMENT.	CY	106	\$26.00	\$2,756.00	106.00	\$	-	106.00	\$2,756.00	0.00	\$0.00	
7	REINFORCED 5" CONCRETE SIDEWALK (3,000 PSI)(4"). ALL COMPLETE IN PLACE.	SY	338	\$44.00	\$14,872.00	338.00	\$	-	338.00	\$14,872.00	0.00	\$0.00	
8	REINFORCED CONCRETE RIP RAP (3,000 PSI)(4"). ALL COMPLETE IN PLACE.	SY	752	\$45.00	\$33,840.00	752.00	\$	-	752.00	\$33,840.00	0.00	\$0.00	
9	SILT FENCE	LF	423	\$4.00	\$1,692.00	423.00	\$	-	423.00	\$1,692.00	0.00	\$0.00	
10	STABILIZED CONSTRUCTION ENTRANCE.	LS	1	\$1,500.00	\$1,500.00	1.00	\$	-	1.00	\$1,500.00	0.00	\$0.00	
11	CLEARING AND GRUBBING	LS	1	\$7,500.00	\$7,500.00	1.00	\$	-	1.00	\$7,500.00	0.00	\$0.00	
TOTAL CHANGE ORDER #1 MOORE RD					\$130,259.50			\$4,038.50		\$130,259.50		\$0.00	
CHANGE ORDER #2 WITTEN PARK													
1	REMOVE CONC. (SIDEWALK)	SY	38	\$10.00	\$380.00	38.00	\$	-	38.00	\$380.00	0.00	\$0.00	
2	REMOVE CONC. (CURB)	LF	583	\$15.00	\$8,745.00	583.00	\$	-	583.00	\$8,745.00	0.00	\$0.00	
3	CONC. SIDEWALKS (4")	SY	362	\$44.00	\$15,928.00	362.00	\$	-	362.00	\$15,928.00	0.00	\$0.00	
4	CURB (TYPE II)	LF	465	\$15.00	\$6,975.00	465.00	\$	-	465.00	\$6,975.00	0.00	\$0.00	
5	REMOVE AND RELOCATE SIGN	EA	8	\$150.00	\$1,200.00	8.00	\$	-	8.00	\$1,200.00	0.00	\$0.00	
6	WHEEL STOP	EA	41	\$200.00	\$8,200.00	41.00	\$	-	41.00	\$8,200.00	0.00	\$0.00	
7	TRAFFIC CONTROL, EROSION CONTROL, AND DISPOSAL OF DEBRIS	LS	1	\$7,500.00	\$7,500.00	1.00	\$	-	1.00	\$7,500.00	0.00	\$0.00	
TOTAL CHANGE ORDER #2 WITTEN					\$48,928.00			\$0.00		\$48,928.00		\$0.00	
CHANGE ORDER #3 EXTRA WORK AND RECONCILIATION OF CONTRACT QUANTITIES													
	Backfill of Old Septic Tank 8x8x8 (already done)	LS	1	\$500.00	\$500.00	1	1.00	\$	500.00	1.00	\$500.00	0.00	\$0.00
	Header Curb (4" Header Cuts at 18" Ea) (already done)	LF	72	\$15.75	\$1,134.00	72	72.00	\$	1,134.00	72.00	\$1,134.00	0.00	\$0.00
	Cleared an area of Debris and Fill with Sand (already done)	LS	1	\$500.00	\$500.00	1	1.00	\$	500.00	1.00	\$500.00	0.00	\$0.00
	Header Curb (4" Header Cuts at 28" Ea) (already done)	LF	56	\$15.75	\$882.00	56	56.00	\$	882.00	56.00	\$882.00	0.00	\$0.00
	Curb 6" (already done)	LF	180	\$12.00	\$2,160.00	180	180.00	\$	2,160.00	180.00	\$2,160.00	0.00	\$0.00
	Curb 18" (already done)	LF	24	\$14.00	\$336.00	24	24.00	\$	336.00	24.00	\$336.00	0.00	\$0.00
	Gravel Limestone (Supplied by City of Pharr) Labor Only (already done)	CY	149	\$	\$4,470.00	149	149.00	\$	4,470.00	149.00	\$4,470.00	0.00	\$0.00
	Placing Yellow Caps (Ea parking lot Downtown/Overflow/Sam Houston/ PD/ Moore)												
	Labor Only	LS	5	\$5,500.00	\$27,500.00	5	5.00	\$	27,500.00	5.00	\$27,500.00	0.00	\$0.00
	2" Milling overlay (Labor Only) (already done)	SY	5288	\$4.50	\$23,796.00	5288	5,288.00	\$	23,796.00	5,288.00	\$23,796.00	0.00	\$0.00
	Remove and Properly Dispose of Concrete Curb and Gutter Material (Pharr PD)	LF	73	\$	\$1,095.00	73	73.00	\$	1,095.00	73.00	\$1,095.00	0.00	\$0.00
	Truegrid Pro Plus Include Placement (Pharr PD)	SF	6544	\$1.50	\$9,816.00	6544	6,544.00	\$	9,816.00	6,544.00	\$9,816.00	0.00	\$0.00
	No. 57 Stone Include Delivery and Placement (Pharr PD Impoundment)	CY	242	\$	\$9,438.00	242	242.00	\$	9,438.00	242.00	\$9,438.00	0.00	\$0.00
	CLEARING AND GRUBBING	LS	1	\$7,500.00	\$7,500.00	1	1.00	\$	7,500.00	1.00	\$7,500.00	0.00	\$0.00
	Earthwork (Excavation and Disposal of 12" of On-Site Material to Accommodate 10" of #57 Stone and 2" of Truegrid) (Pharr PD Impoundment)	SY	125	\$5.50	\$687.50	125	125.00	\$	687.50	125.00	\$687.50	0.00	\$0.00
EARTHWORK (EXCAVATION AND DISPOSAL OF 12" OF ON-SITE MATERIAL TO ACCOMMODATE 10" OF NO. 57 STONE AND 2" OF TRUEGRID) (Pharr PD Impoundment)													
	SILT FENCE (Pharr PD Impoundment)	SY	602	\$5.50	\$3,311.00	602.00	\$	-	602.00	\$3,311.00	0.00	\$0.00	
	REINFORCED CONCRETE DRIVEWAY/APRON (4,000 PSI)(6"). ALL COMPLETE IN PLACE. (Pharr PD Impoundment)	LF	622	\$1.75	\$1,088.50	622.00	\$	-	622.00	\$1,088.50	0.00	\$0.00	
	Concrete Wheel Stop Include Delivery and Placement (Moore Parking Lot)	SY	63	\$55.00	\$3,465.00	63.00	\$	-	63.00	\$3,465.00	0.00	\$0.00	
	Reinforced 5" Concrete Sidewalk (3000PSI) (4") All Complete in Place (Pharr PD -Not Used)	EA	33	\$	\$6,600.00	33	33.00	\$	6,600.00	33.00	\$6,600.00	0.00	\$0.00
		SY	-19	\$	\$35.00	-19	0.00	\$	-	0.00	\$0.00	-19.00	\$-565.00

REINFORCED CONCRETE CURB RAMP (3,000 PSI) WITH TRUNCATED DOMES, ALL COMPLETE IN PLACE. (PHARR PD -Not Used)	EA	-2	\$850.00	-\$1,700.00	0.00	\$	-	0.00	\$0.00	-2.00	-\$1,700.00
CONCRETE WHEEL STOP, INCLUDE DELIVERY AND PLACEMENT. (PHARR PD -Not Used)	EA	-22	\$ 200.00	-\$4,400.00	0.00	\$	-	0.00	\$0.00	-22.00	-\$4,400.00
SILT FENCE (DR Long -Not Used)	LF	-550	\$1.75	-\$962.50	0.00	\$	-	0.00	\$0.00	-550.00	-\$962.50
TRUEGRID PRO PLUS DECK, INCLUDE PLACEMENT (PHARR PD -Not Used)	SF	-486	\$1.50	-\$729.00	0.00	\$	-	0.00	\$0.00	-486.00	-\$729.00
HMAC TYP D LIMESTONE AGGREGATE (1") INCLUDE DELIVERY AND PLACEMENT, (DR LONG -Not Used)	SY	-854	\$10.50	-\$8,967.00	0.00	\$	-	0.00	\$0.00	-854.00	-\$8,967.00
PRIME COAT (MC-30) (0.07 GAL/SY) (DR LONG) -Not Used	GAL	-1,222	\$4.00	-\$4,888.00	0.00	\$	-	0.00	\$0.00	-1222.00	-\$4,888.00
SILT FENCE (PHARR PD) -Not Used	LF	-380	\$1.75	-\$665.00	0.00	\$	-	0.00	\$0.00	-380.00	-\$665.00
SILT FENCE (Pharr PD Impoundment) -Not Used	LF	-622	\$1.75	-\$1,088.50	-622	\$	(1,088.50)	-622.00	-\$1,088.50	0.00	\$0.00
				\$0.00	0.00	\$	-	0.00	\$0.00	0.00	\$0.00
TOTAL CHANGE ORDER #3 COMBINED		TOTAL		\$80,214.00			\$95,326.00		\$103,190.50		-\$22,976.50
TOTAL CHANGE ORDERS				\$259,401.50			\$99,364.50		\$282,378.00		\$0.00
BASE BID TOTAL AMOUNT FROM ITEM 1-62				\$450,618.00			\$4,121.00		\$435,800.50		\$14,817.50
ALTERNATE BID TOTAL AMOUNT FROM ITEM 1-12				\$165,533.50			\$0.00		\$157,374.50		\$8,159.00
APPROVED CHANGE ORDER				\$259,401.50			\$99,364.50		\$282,378.00		-\$22,976.50
				\$0.00			\$0.00		\$0.00		\$0.00
GRAND TOTAL				\$875,553.00			\$103,485.50		\$875,553.00		\$0.00

Payment Request No. FINAL
Period: 04/12/2022 to 04/22/2022

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

Contractor: RDH Site & Concrete, LLC
3809 Clavel St. Ste D
Palmdale, TX 78572

Project: City of Pharr Various Parking Lot Improvements
& Police Department Parking Lot
Bid No. 2021-01-528-C001-374
PO#

Original Contract Amount: \$616,151.50
Change Orders: \$259,401.50
Contract Amount to Date: \$875,553.00
Total to Date: \$875,553.00
Total Stored to Date: \$875,553.00
Total to Date: \$875,553.00
Retainage: \$875,553.00
Total Due Less Retainage: \$831,775.35
Less Previous Payments: \$43,777.65
Current Payment Due: \$43,777.65

Percent Completed: 100.00%
Original Contract Time (Days): 90
Change Orders (Days): 273
Contract Time Days Used to Date: 363
Notice to Proceed 5/4/2021
Substantial Completion Date 5/2/2022
Contract Time Used 100.00%

Change Order Summary			
No.	Contract Amount		Contract Time
	Addition	Deduction	
1	\$ 130,259.50		74
2	\$ 48,928.00		30
3	\$ 104,279.00	\$24,065.00	169
Total	\$ 283,466.50	\$24,065.00	273



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

Signature: [Signature] Date 5/5/22

Subscribed and sworn before me this 5th day of May 2022

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

[Signature]



Attachment "A" * My Commission Expires: _____

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

Signature: _____ Date: _____

Approved:

Omar Anzaldúa Jr., PE Signature _____ Date _____
City Engineer

Ignacio Amezcua Signature _____ Date _____
Purchasing Director

Deputy City Manager Signature _____ Date _____

Edward Wylie Signature _____ Date _____
Interim City Manager

Karla Saavedra Signature _____ Date _____
Finance Director



CHANGE ORDER

Contractor: RDH Site & Concrete

Change Order No.: 3

Project: Various Parking Lot Improvements

Date: 4/19/2022

Project No. 2021-01-528-C001-374

Notice to Proceed Date: 4-May-21

Change Order Amount: \$ 80,214.00

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

The addition of 169 calendar days and an increase \$104,279.00 and a deduction of \$24,065.00 to the contract, for extra work for the Overflow Parking lot, Downtown parking lot, PD overflow and impound lot & reconciliation of contract quantities.

Reason for Change Order:

Change Order No. 3 is for construction of additional work for the Overflow Parking lot, Downtown parking lot, PD overflow and impound lot, and an additional 169 calendar days to the contract time.

	Contract Price		Contract Time(Calendar Days)
Original Contract:	\$ 616,151.50	Original Completion Date:	2-Aug-21
Previous Change Order: (+/-)	\$ 179,187.50	Additional Days:	273
This Change Order: (+/-)	\$ 80,214.00	Revised Completion Date:	2-May-22
Revised Contract Amount:	\$ 875,553.00		

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

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

Dianaly De Hoyos, General Manager

5/5/22

Contractor

Authorized Signature

Date

Recommended:

Project Engineer

Authorized Signature

Date

Maria Rangel., PE

Assistant Director of Engineering Dept.

Authorized Signature

Date

Approved:

Edward M. Wylie

Deputy City Manager

Authorized Signature

Date



Proposal Combined

Various Items

To: **VARIOUS PARKING LOT IMPROVEMENT PROJECT**
CITY OF PHARR

Description	Unit of Measure	Quantity	Price	Total Amount
Backfill of Old Septic Tank 8x8x8 (already done 6/10/21)	LS	1	\$500.00	\$ 500.00
Header Curb (4Header Curbs at 18' Ea) (already done 7/1/21-Overflow Parking Lot)	LF	72	\$15.75	\$ 1,134.00
Cleared an area of Debris and Fill with Sand (already done 7/1/21-Overflow Parking Lot)	LS	1	\$500.00	\$ 500.00
Header Curb (4Header Curbs at 28' Ea) (already done 7/1/21-Downtown Parking Lot)	LF	56	\$15.75	\$ 882.00
Curb 6" (already done 7/1/21-Downtown Parking Lot)	LF	180	\$12.00	\$ 2,160.00
Curb 18" (already done 7/1/21-Downtown Parking Lot)	LF	24	\$14.00	\$ 336.00
Gravel Limestone (Supplied by city of Pharr) Labor only (already done 9/1/21-Downtown Parking Lot)	CY	149	\$ 30.00	\$ 4,470.00
Placing Yellow Caps (Ea parking lot Downtown/Overflow/Sam Houston/ PD/ Moore) Labor only	LS	5	\$5,500.00	\$ 27,500.00
2" Milling overlay (Labor Only) (already done Pharr PD Parking Lot)	SY	5288	\$ 4.50	\$ 23,796.00
Remove and Properly Dispose of Concrete Curb and Gutter Material (Over run Pharr PD Parking Lot)	LF	73	\$ 15.00	\$ 1,095.00
Truegrid Pro Plus Include Placement (Over run Pharr PD Impoundment)	SF	6544	\$ 1.50	\$ 9,816.00
No. 57 Stone Include Delivery and Placement (Over run Pharr PD Impoundment)	CY	242	\$ 39.00	\$ 9,438.00
Silt Fence (Pharr PD Impoundment)	LF	622	\$ 1.75	\$ 1,088.50
Clearing and Grubbing (Pharr PD Impoundment)	LS	1	\$ 7,500.00	\$ 7,500.00
Earthwork (Excavation and Disposal of 12" of On-Site Material to Accommodate 10" of No. 57 Stone and 2" of Truegrid) (Pharr PD Impoundment) (602 already paid in the Pay App #6 total of 727sy)	SY	125	\$ 5.50	\$ 687.50
Earthwork (Excavation and Disposal of 12" of On-Site Material to Accommodate 10" of No. 57 Stone and 2" of Truegrid) (Pharr PD Impoundment) (602 already paid in the Pay App #6 total of 727sy)	SY	602	\$ 5.50	\$ 3,311.00
Reinforced Concrete Driveway Apron (4,000 PSI) (6") All Complete in Place (Pharr PD) (already paid in the Pay App #9)	SY	63	\$ 55.00	\$ 3,465.00
Concrete Wheel Stop Include Delivery and Placement (Moore Parking Lot)	EA	33	\$ 200.00	\$ 6,600.00
Reinforced 5' Concrete Sidewalk (3000PSI) (4") All Complete in Place (Pharr PD-Not used)	SY	-19	\$ 35.00	\$ (665.00)
Truegrid Pro DECK Include Placement (Pharr PD Not used)	SF	-486	\$ 1.50	\$ (729.00)
HMAC TY D Limestone Aggregate (1") include delivery and place (Dr Long -Not Used)	SY	-854	\$ 10.50	\$ (8,967.00)
Prime Coat (Dr. Long- Not Used)	SY	-1222	\$ 4.00	\$ (4,888.00)
Silt Fence (Pharr PD- Not Used)	LF	-380	\$ 1.75	\$ (665.00)
Reinforced Concrete Curb Ramp (3,000 PSI) With Truncated Domes All Complete in Place (Pharr PD Not Used)	EA	-2	\$ 850.00	\$ (1,700.00)
Concrete Wheel Stop Include Delivery and Placement (Pharr PD-Not Used)	EA	-22	\$ 200.00	\$ (4,400.00)
Silt Fence (Pharr PD Impoundment Not Used)	LF	-622	\$ 1.75	\$ (1,088.50)
Silt Fence (Dr Long Not Used)	LF	-550	\$ 1.75	\$ (962.50)
Total Lump Sum Amount		Total items: 27		\$ 80,214.00
Sales Tax Rate:			0.0%	\$ -
			Total	\$ 80,214.00

\$ (24,065.00)

\$ 104,279.00

concerning this Proposal
, contact:

RDH Site and Concrete,
LLC

Dianaly De Hoyos-General
Manager

956-502-5426 Office

956-475-3917 Fax

RDH SITE AND CONCRETE, LLC

3809 Clavel St, Suite D
Palmview, Texas 78572
dianaly@rdhcompany.com



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: May 11, 2022

MEETING DATE: May 16, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to execute Texas Emergency Medical Task Force Air Medical Resource Memorandum of Agreement with Southwest Regional Advisory Council.

Classification: Regular

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

Issue: Thsi MOA will allow Pharr EMS / RGV Angel Flight to deploy as State of Texas assets during a disaster.

Fiscal Consideration: When activated by state, all personnel costs are reimburse, plus \$250 per hour for standby, additionally the Federal reimbursement for helicopter or airplane.

Staff Recommendation: Staff recommends approval

Alternatives: The alternative is not to deploy to disasters.

Exclude Material from Public Packet? No

Reason: not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 5/11/2022

Daniel Ramirez

Approved - 5/11/2022

Karla Saavedra

Approved - 5/12/2022

Patricia Rigney

Approved - 5/12/2022

City Management Office

Final Approval - 5/12/2022

TEXAS EMERGENCY MEDICAL TASK FORCE**AIR MEDICAL RESOURCE MEMORANDUM OF AGREEMENT**

This Texas Emergency Medical Task Force Air Medical Memorandum of Agreement (“TX EMTF AIRMED MOA”) is entered into by and between the Department of State Health Services-designated Texas Emergency Medical Task Force State Coordination Office’s (TX EMTF SCO) Regional Advisory Council, **Southwest Texas Regional Advisory Council**, properly authorized to do business in the state of Texas, and _____, as an Air Medical Resource hereafter referred to as Resource that wishes to participate as a member of Texas Emergency Medical Task Force (“TX EMTF”) (collectively, “the Parties”).



TERM: Ongoing until cancelled by either party with notice to the other.

1) Purpose:

The purpose of this TX EMTF AIRMED MOA is to establish a mechanism for the utilization and coordination of emergency medical resources and assets in the event of an emergency or disaster, for training purposes, or any other purpose as determined by the TX EMTF SCO or DSHS. Assets shall belong, or be contracted to the Resource and must be a DSHS Licensed Air Ambulance in Texas, able to provide advanced life support/mobile intensive care of patients. NOTE: It is the intent of DSHS that air ambulance firms only commit their resources to state missions to the extent that their local service area will NOT experience a significant degradation of service nor will the provider exceed any of their other contractual obligations during a disaster situation and/or normal course of business for the purposes of this MOA. Additional purpose statements are included in subsequent sections, appendices, and addenda of this document that relate to specific equipment, supplies, and personnel.

2) Activation & Documentation:**A) Activation**

- 1) This agreement may be activated for a State tasked deployment, only by written notification (the “State Mission Assignment”) by the designated DSHS SMOC Director or his/her designees.
- 2) This agreement will be activated by written notification (the “State Mission Assignment”) by the designated TX EMTF SCO official.
- 3) Activation, pursuant to this TX EMTF AIRMED MOA, may occur at any time, day or night including weekends and/or holidays, only after an official written State Mission Assignment has been sent to the designated Agencies contact(s).
- 4) The Resource acknowledges that assets and/or resources may be requested for activation for any purpose in Section 1.
- 5) TX EMTF SCO will reimburse the Resource the amount funded to the TX EMTF SCO by DSHS, after submission of completed required documentation per this agreement, for actual costs allowable by DSHS incurred in order to make the assets and/or resources ready for deployment and all allowable costs incurred under the State Mission Assignment, from the time of activation through demobilization as per the Reimbursement section of this agreement (Section 5).

- 6) The Resource must acknowledge receipt of the State Mission Assignment within one (1) hour and must accept or decline the Mission within two (2) hours of receipt. Upon acceptance of the State Mission Assignment, the Assets must be en route to the designated mission within the parameters of the State Mission Assignment, provided that all Federal Aviation Regulations have been met.
- 7) For cost reimbursement purposes, the Mission will start when the Asset is activated to be “made-ready” for deployment and will conclude at the time the deployed Asset is ready for re-deployment from its home base after the TX EMTF SCO issues a Demobilization Order or the terms of the State Mission Assignment have been met.
- 8) The State Mission Assignment will include, at a minimum, the following:
 - (a) Authorization to activate;
 - (b) List of resources or assets requested;
 - (c) Number and qualifications of personnel for the activation;
 - (d) Reimbursement processes for personnel & resources activated, including backfill as defined in Appendices A-D.
 - (e) Description of activities (including purpose, location to report, etc.); and
 - (f) Expected duration of the deployment.

B) Documentation Within four (4) hours of acceptance of the activation, the Resource will receive the official packet containing the State Mission Assignment and reimbursement forms.

3) Terms & Community Support:

A) Terms

- 1) The TX EMTF SCO shall:
 - (a) Activate sufficient In-place assets, to include personnel, to effectively implement the State Mission Assignment.
 - (b) Efficiently notify and deploy Agencies as defined in the State Mission Assignment.
 - (c) Ensure all Air Medical Resources in the Texas EMTF program have a current, executed TX EMTF AIRMED MOA in place at the time of Activation.
 - (d) Assure detailed records of expenditures and time spent by Deployed and In-place Assets are complete, accurate, and have adequate supporting documentation as determined by DSHS.
 - (e) Establish and maintain a roster of all deployed personnel and resources to facilitate accountability.
 - (f) Maintain a list of Resource contacts and back-ups for Activation and Mutual Aid purposes, including name, e-mail address, and primary/secondary phone numbers.
 - (g) Maintain a list of 24/7 contact information for all activated Agencies.
- 2) The Resource shall:
 - (a) Certify that all assets (personnel, resources, and equipment) meet all licensing, training and certification requirements related to the particular profession and/or mission.
 - (b) Make necessary travel arrangements for its deployed assets. Travel reimbursement will be at State of Texas rates unless otherwise agreed in writing prior to deployment.
 - (c) Ensure deployed personnel are employees of the Resource or the Resource’s Aviation Operator.
- 3) Term of this agreement
 - (a) Term of this agreement shall begin on the date TX EMTF Air Med MOA is signed by the second of the two Parties. This TX EMTF Air Med MOA may be terminated by either Party with thirty (30) days written notice to the other Party.

B) Community Support

- 1) This agreement is not intended to replace any mutual aid agreements or compacts that a Resource legally has in place in support of its community.

4) Legal Liability & General Financial Liability:

A) Legal Liability

- 1) Resource shall have no right, and does by this agreement waive its right, to file a claim(s) against DSHS, the State of Texas, and the TX EMTF SCO for any personal or property injuries, damages or requests for State subrogation for any tort that they may incur during activation or arising therefrom, or any other claims filed against them as a result of their activities during activation. DSHS, the State of Texas, and the TX EMTF SCO do not waive any immunity from suit or liability that they may have under state/federal laws and the Texas constitution notwithstanding the above. To the extent that Resource is a local governmental entity, unit of State government, or a Texas political subdivision, the waivers provided herein are further subject to state law and the Texas constitution which may make them unenforceable in whole or in part.
- 2) Resource shall assume responsibility for liability claims, malpractice claims, disability claims, workers' compensation claims, attorneys' fees, and other incurred costs associated with their own assets and operations.
- 3) Resource shall assume responsibility for their own acts of negligence.

B) Financial Liability

- 1) The Resource shall continue to assume legal and financial responsibility of the personnel and equipment during the time of activation or deployment.

5) Reimbursement:

A) Summary

DSHS, in conjunction with the TX EMTF program, is committed to timely reimbursement of EMS agencies and other entities that provide resources and personnel in times of disaster activation.

The steps below outline the process for DSHS, through the TX EMTF SCO to reimburse the Resource within 45 days after a complete and accepted reimbursement packet is received at DSHS.

EMS agencies are encouraged to file their reimbursement packets through the TX EMTF SCO as quickly as possible to ensure timely reimbursement from DSHS and no later than 6 (six) months after the demobilization.

The 45 day reimbursement timeline will begin only after a completed and accepted reimbursement packet is accepted at DSHS.

B) Process

- 1) The Resource submits reimbursement packet to the TX EMTF SCO
- 2) TX EMTF SCO review the Packet for completeness
 - (a) If complete, the TX EMTF SCO will invoice DSHS and include the packet for reimbursement
 - (b) If not complete, the TX EMTF SCO will work with the Resource to complete the packet then submit and invoice with the packet for reimbursement.
- 3) DSHS will review the packet received
 - (a) If complete, DSHS will provide reimbursement to the TX EMTF SCO.
 - (b) If incomplete,
 - (i) DSHS will work with the TX EMTF SCO, or directly with the Resource if appropriate, to identify the corrective action needed.

- (ii) Once complete, DSHS will provide reimbursement to the TX EMTF SCO.
- (c) After receipt of the reimbursement from DSHS, the TX EMTF SCO will provide reimbursement to the Resource.

6) Credentialing:

A) Requirements:

- 1) The Resource shall certify that all personnel meet all licensing, training and certification requirements related to his/her particular profession and/or mission.
- 2) When responding to a licensed hospital/healthcare facility, the authorized administrator (or designee), of the requesting/impacted facility, shall be responsible for providing a mechanism for granting emergency/disaster credentialing privileges for physicians, nurses, and other licensed or certified healthcare providers to provide services.

7) Air Medical Resource:

A) Purpose:

- 1) The purpose of this section is to establish minimum criteria and requirements to ensure mobilization of properly staffed and equipped Air Medical Resources as provided for in this TX EMTF AIRMED MOA.
- 2) The TX EMTF SCO has been tasked to enter into MOU/MOAs with EMS Air Medical Agencies across Texas.

B) Requirements for Resources;

- 1) The Resource and its assets must meet the following criteria:
 - (a) Must be DSHS Licensed EMS Provider.
 - (b) Must have at least twelve (12) months of experience providing local and/or long distance emergency medical services to live human beings in the State of Texas.
 - (c) Must maintain a business office within the boundaries of the State of Texas.
 - (d) Must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster and must adhere and abide by all laws and rules at all times.
 - (e) Must keep detailed records (utilizing the TX EMTF SCO packet of documents/forms) of the services requested and fulfilled, and provide those records, as requested, to the TX EMTF SCO to include, but not be limited to:
 - (i) Patient Care Records;
 - (ii) Patient demographics, including patient(s) insurance information;
 - (iii) A Time Log Record form of activities.
 - (f) Must keep all receipts of expenditures during deployment, and submit all requested information for reimbursement on the provided documentation for prompt reimbursement under this TX EMTF MOA.
 - (g) The resource shall ensure all deployed personnel have the minimum personal equipment as defined by the EMTF AIRMED Committee.
 - (h) Resource must meet DSHS requirements for minimum, lawful staffing per that DSHS licensed ambulance level.
 - (i) The TX EMTF AIRMED MOA calls for each asset to have the minimum number of individual crew members as required by license, per vehicle deployed. Additional crew or support staff members, and any vehicles they may require (which is not specifically addressed in the MOA), must be included in the State Mission Assignment to be eligible for reimbursement.

(j) When patients are transported, the Resource must bill primary sources of reimbursement, such as Medicaid, Medicare, private insurances or third party providers before sending the reimbursement packet to the TX EMTF SCO. The Resource must submit proof of denial, proof of payment, and/or request for reimbursement to the TX EMTF SCO within 6 months of the state mission assignment for all patients transported. ** This requirement may only be excused by DSHS issuing a statement or memorandum of such to the TX EMTF SCO for this activation. The provider must reimburse DSHS if they receive primary source or third party reimbursement after receiving payment from DSHS.

(k) The Resource will only respond when notified by the TX EMTF SCO or his/her designee. If the Resource deploys without proper activation (self-deploy) the Memorandum of Agreement will not be in effect, and the Resource will not be reimbursed.

8) Professional Staff:

A) Purpose:

The purpose of this section is to establish a mechanism whereby certified or licensed professional medical or support staff may be deployed to provide various clinical or support services as requested by the TX EMTF SCO.

B) Description

1) The following list includes but is not limited to principle tasks Resource Personnel might be activated to accomplish:

- (a) Medical support provided on buses (coach type bus or school bus) designated to evacuate individuals with medical needs (estimated to be from 2 to 5 EMS Personnel and/or nursing staff per bus). Bus evacuees will primarily be from hospitals, nursing homes, or are the general public who have medical needs and require medical oversight during evacuation, but do not meet ambulance transport criteria.
- (b) Field supervision personnel who will manage Air Ambulance Strike teams.
- (c) Responding as Medical Incident Support Team (M-IST) members or single resources as assigned to the State Operations Center or State Medical Operations Center, a Regional Medical Operations Center, or in the disaster zone, and may be responsible for managing strike team leaders, task forces, and other assets.
- (d) Air Ambulance staging management and support.

9) Miscellaneous

A) State Law. If state law applicable to the relationship between Resource and TX EMTF SCO contains additional or more stringent requirements than federal law regarding any aspect of PHI privacy, then the Parties agree to comply with the higher standard contained in applicable state law.

B) Consideration. Each Party recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by the other Party in choosing to continue or commence a business relationship with the other Party.

C) Modification. This Agreement may only be modified through written documentation signed by the Parties and, thus, no oral modification shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as may be required by federal or state law.

D) Acceptance of Mission. Each Party understands and agrees that a Resource has the ability to accept or reject a Mission.

E) Notice to TX EMTF SCO. Any notice required under this Agreement to be given to the TX EMTF SCO shall be made in writing to:

TX EMTF SCO:	STRAC
Attn. to:	Eric Epley
Address:	7500 Hwy 90 W.; AT&T Building Suite 200
City, State:	San Antonio, Texas
Zip:	78227

F) Notice to Resource. Any notice required under this Agreement to be given Resource shall be made in writing to:

Enter Resource Mail Address

Enter Resource City TX Zip

With copy to:

Name to send copy to (if needed)

Address to send copy (if needed)

City, State, & Zip (if needed)

G) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law.

H) Transfer or Assignment

- 1) This agreement may be assigned or transferred, if a new TX EMTF SCO is assigned, without requiring the Agency to re-sign the agreement. The newly designated TX EMTF SCO will send a notice to the Resource with a current, printed copy of the MOA and a NOTICE advising the Resource of the new TX EMTF SCO.
- 2) The NOTICE will include the new TX EMTF SCO information (SECTION 11-E)
- 3) The NOTICE will also include a new Signature section as executed by the new TX EMTF SCO
- 4) Otherwise, neither party may assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other party

I) Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto

STRAC

TX EMTF SCO Abbreviation

Southwest Texas Regional Advisory Council

TX EMTF SCO Legal Name

Signature

Eric Epley

Printed Name

Executive Director

Title

Date

Resource Name Abbreviation

Resource Legal Name

Signature

Printed Name

Title

Date

Agency	
Provider / License #	
Agency Mail Address	Enter Resource Mail Address
Agency City	Enter Resource City
Agency Zip	Zip
What Position (and above) can approve Deployments	
Deployment Contact #	
Deployment Email	

APPENDIX A

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for Air Medical Resources:**A) TX EMTF SCO will coordinate reimbursement of a base rate for:**

Rotor wing and fixed wing aircraft.

B) Paid Personnel:**1) TX EMTF SCO will reimburse:**

- (a) Actual labor costs (including fringe) for deployed personnel per the state mission assignment documentation.
- (b) The overtime cost (0.5 time) of staff required to fill the regular scheduled shift of staff deployed. This is referred to as backfill.
- (c) Stand-by rate of \$250 per hour.
- (d) Personnel Cost: Per Diem of \$50.00 per crew member per deployment for items needed for the crew to be self-sufficient during the deployment. These items may include food, water, and personal care items.
- (e) Actual cost for lodging will be reimbursed at the rates established by the State Comptroller.
- (f) Use of personal vehicles must be pre-approved by the TX EMTF SCO using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed.

C) Reimbursements**1) Air Ambulance Reimbursement Table****(a) The TX EMTF SCO will utilize the most current version of the following, as appropriate:**

- (i) US Forest Service National Office memo entitled "Helicopter Services hourly flight rates, Fuel consumption and Weight Reduction Chart".
- (ii) Department of Homeland Security, Federal Emergency Management Agency "FEMA Schedule of Equipment Rates".
- (iii) Department of Defense (DoD) Fixed Wing and Helicopter Reimbursement Rates.
- (b) Aircraft (to include fixed wing aircraft) not listed on the US Forest Service National Office Memo shall be matched to the closest appropriate aircraft as determined by the TX EMTF SCO.

2) Other

- (a) Repair of damaged equipment; if applicable.
- (b) Use of rented vehicles must be pre-approved by the TX EMTF SCO and will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment.

Appendix B

DEFINITIONS

Air Medical Resource-- a rotor wing or fixed wing EMS vehicle that is licensed as an “specialty ambulance” in the State of Texas or a rotor wing or fixed wing EMS vehicle from another state that has been given legal authority by the State of Texas to operate as licensed specialty ambulance in Texas during the current event.

Ambulance Strike Team Leader (ASTL) – an ASTL credentialed EMS individual, approved by DSHS, assigned to function in a supervisory capacity over EMS resources (usually ASTs), with appropriate, separate transportation.

AMBUS – an Ambulance Bus which is licensed as a “specialty vehicle” ambulance in the State of Texas.

Assets – collectively all personnel, equipment, supplies, and services that may be deployed, utilized, or coordinated by the Parties under this TX EMTF MOA, including RAC staff.

Deployed Assets – any Asset activated to respond to a State Mission Assignment.

District Disaster Committee – as defined by the Texas Government Code, it is the coordination point for the disaster districts within the State and the point of local coordination between an RMOC and the Texas Division of Emergency Management Incident Command Structure.

DSHS – Texas Department of State Health Services

Emergency or Disaster – any incident declared as an “emergency” or a “disaster” by the State of Texas. May be used independently or collectively.

EMS Personnel – an EMS professional licensed or certified by DSHS, to include EMT, EMT-I, EMT-P and Licensed Paramedics.

EMS Provider – an agency licensed in the State of Texas to provide ambulance service.

In-place Assets – any Asset activated in support of the Resource’s ability to implement this TX EMTF MOA.

TX EMTF SCO Activation – the initiation of the terms of this TX EMTF MOA by a State Mission Assignment from the TX EMTF SCO as authorized in Section 2A of this document.

TX EMTF SCO State Mission Assignment – the mobilization paperwork authorizing the response of the Resource as specified in the State Mission Assignment.

Mission – the Asset specified objectives, goals, etc. as outlined in the State Mission Assignment, including but not limited to destinations, tasks, command support roles, etc.

Parties – the Parties to this TX EMTF MOA, specifically the designated, signing TX EMTF SCO and the Resource.

Regional Medical Operations Center (RMOC) – a regional medical coordination center, managed at the RAC or multi-RAC (EMTF region) level, in coordination with the Texas Division of Emergency Management Incident

Command Structure to include local DDCs, the SOC, and the DSHS State Medical Operations Center (SMOC).

State Mission Assignment -- paperwork authorizing mobilization response of Resources

Training Events – an event approved under this TX EMTF MOA to activate Assets for the purposes of readiness and education of team members.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: May 11, 2022

MEETING DATE: May 16, 2022

FROM: Melanie Cano, O.S.E. Director

DEPARTMENT: OSE

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Texas Manufacturing Assistance Center (TMAC) - University of Texas Rio Grande Valley (UTRGV) for Organizational Key Performance Indicators in the amount of \$34,425.00.

Classification: Regular

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

Issue: Establishing Key Performance Indicators (KPIs) is necessary to ensure that the organization is fulfilling the objectives and goals of the City's newly developed Strategic Plan. TMAC will work with the Office of Organizational and Strategic Excellence to assist and guide with the review of departmental KPIs, determine their relevance, and assure alignment with the Strategic Plan.
(PROJECT# 2122-01-523-IPQ053-001)

Fiscal Consideration: Budgeted item.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melanie Cano

Created/Initiated - 5/11/2022

Melanie Cano

Approved - 5/11/2022

Karla Saavedra

Approved - 5/11/2022

Ignacio Amezcua

Approved - 5/11/2022

Patricia Rigney

Approved - 5/11/2022

City Management Office

Final Approval - 5/13/2022



TEXAS MANUFACTURING ASSISTANCE CENTER (TMAC)
at
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY (UTRGV)

1201 W. University Dr. CRMF 1.301
Edinburg, Texas 78539
Telephone: (956) 665-7011
Fax: (956) 665-7079
Email: tmac@utrgv.edu

PROPOSAL FOR SERVICES	
Proposal Title:	Key Performance Indicators Initiative: Strategic and Tactical Level Support
Project Manager:	Jesse Cano
Proposal No:	051122-01
Date:	May 11, 2022

Client:	City of Pharr
Address:	118 S. Cage Blvd., TX 78577
County:	Hidalgo
Contact Person:	Andy Harvey
Secondary Contact:	N/A
Phone:	956-402-4100
Fax:	N/A
Type of Business:	Government Entity
No. of Employees:	100+

The Texas Manufacturing Assistance Center (TMAC) at The University of Texas Rio Grande Valley (UTRGV) is pleased to submit the following proposal to the City of Pharr. The objective, scope, key tasks, as well as the estimated hours for the preparation, execution, and follow-up of events are outlined below.

BACKGROUND

TMAC at UTRGV is an affiliate of the Manufacturing Extension Partnership (MEP) program of National Institute of Standard and Technology. See TMAC's web page at www.utrgv.edu/tmac to learn more about TMAC South Texas.

TMAC at UTRGV has a successful history of assisting organizations in the application of Lean, Six Sigma, Safety, Strategic Planning, and other techniques through both onsite and online facilitation and training. Our approach is to encourage employee involvement to transfer knowledge so that improvements can be continued and sustained by the organization.

SCOPE OF WORK

TMAC Trusted Business Advisors (TBAs) will work with the City of Pharr's Office of Organizational and Strategic Excellence to assist and guide with the review of departmental KPIs, determine their relevance, and assure alignment with the newly developed City of Pharr Strategic Plan.

Note: Due to the current pandemic, if an in-person meeting is deemed necessary, TMAC and The City of Pharr will work together to take the appropriate measures such as practicing social distancing, wearing face masks that cover both the nose and mouth, meeting in a well-ventilated area and limiting the number of persons in the room to minimize risk of all participants.

TMAC Trusted Business Advisors will assist the City of Pharr for a total amount of 135 hours per the suggested project outline below. The hours will be split into in-person and online work sessions and scheduled accordingly with the City of Pharr.

Organizational Support (135 hours):

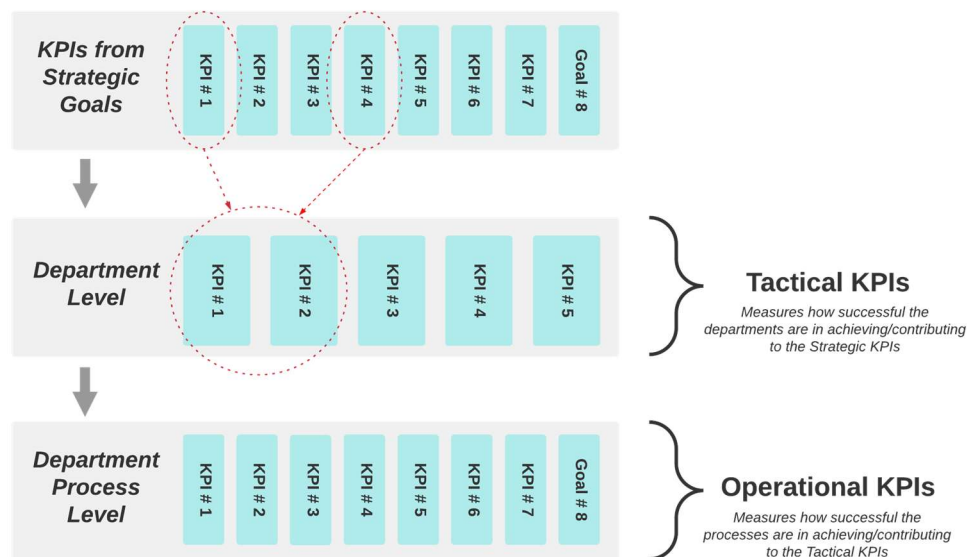
- Strategic Level (8 hrs.)
 - Review of KPIs from New Strategic Plan
 - KPI Matrix
 - Creation/Review of High-Level Organizational Map
 - Assignment of Corresponding KPIs
 - Review of Monitoring System and Process
 - Outlining of Measurement Process, Responsible Personnel, and Platform
- Department Level (6 hrs. per Dept. x 21 = 126 hrs.)
 - Review of Departmental (Tactical) KPIs and Determination of Relevance to Strategic Plan
 - Documentation of Current Method, Tools, Labor, etc.
 - Creation of High-Level Department Process Map
 - Development/Refinement of Departmental (Tactical) KPIs
 - Outline of Performance Measurement Process, Responsible Personnel, and Cadence (tied to Strategic Plan)

Note: the proposed hours are an estimation based on the experiences of the Advisors and could be completed sooner or may require more time. If it is determined and/or requested by The City of Pharr that additional hours are needed to assist with the objective(s), TMAC will do so and update the proposal accordingly with The City of Pharr's approval.

Deliverables:

- As a result from the support and guidance of Trusted Business Advisors, the following deliverables are expected:
 - KPI Matrix
 - High-Level Organizational Map with Assigned Strategic Goals and KPIs
 - Performance Monitoring Tool and Method
 - Per Department:
 - High-Level Department Process Map
 - New/Refined Tactical KPIs
 - Performance Monitoring Method

Note: the above deliverables are suggestions based on the experience of the Trusted Business Advisors and will be developed with the City of Pharr team based on the input, direction, and current needs of the organization.



CLIENT RESPONSIBILITIES

TMAC expects The City of Pharr leadership team and participants to:

- Have all participants and/or be ready for the sessions.
- Keep interruptions to a minimum, emergencies only.
- Provide an adequate training/meeting space (if applicable).
- Actively participate during the session and discussion.
- Complete all prework, action items and/or assignments.

LOCATION OF SUPPORT

Work sessions will be executed via in-person and/or on-line depending on client preference and current conditions regarding the pandemic.

Project Investment

	<u>Amount</u>
KPI Initiatives: Strategic & Tactical Support (135 Hours of Support)	\$40,500.00
Partner Discount	(\$6,075.00)

Investment: \$34,425.00

TERMS OF PAYMENT:

- All prices are in US dollars.
- Payment is due before or on the day of support, upon invoice received.
 - 50% before or on the first day of support
 - 50% on or before the last day of support
- Payment may be made by Bank Transfer, Purchase Order, Credit Card (Visa or MC), Money Order or Check* (*US dollars only)

This proposal is valid for 60 days after the date of issuance.

The cost for this project is \$34,425.00. If the scope of work or required effort changes during the course of the project, additional funding may be required with The City of Pharr's agreement.

TERMS AND CONDITIONS:

1. UTRGV will perform this quotation in accordance with client written instructions and or specifications.
2. If no written instructions or specifications were available, UTRGV will follow standard industry practices.
3. Any deviation or alternation from services quoted involving extra costs will only be executed upon receipt of written orders executed by client authorized representative and will become an extra charge over and above the quoted price.
4. All payments are due and payable per terms of this proposal. Invoices will be submitted per terms of payment and are due and payable within 15 days.
5. All prices are based on current costs and can only be revised by written agreement of both parties. UTRGV reserves the right to revise prices in case of major cost increases.
6. Upon request by UTRGV, client agrees to participate in a customer satisfaction survey conducted on behalf of the National Institute of Standards and Technology of the US Dept of Commerce.
7. Client shall be held accountable for payment of expenses incurred due to contract cancellations. A 20% fee before commencement of project and if project is in progress, an assessment of expenditures will be conducted along with the 20% cancellation fee.

Indemnification: CITY OF PHARR shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold The University of Texas Rio Grande Valley (UTRGV) harmless from liability resulting from the negligent acts or omissions of CITY OF PHARR, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement provided. However, that CITY OF PHARR shall not hold UTRGV harmless from claims arising out of the negligence or willful malfeasance of UTRGV, its officers, agents, or employees, or any person or entity not subject to CITY OF PHARR supervision or control.

Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law. The University of Texas Rio Grande Valley (UTRGV) and CITY OF PHARR shall use the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260. To attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

ACCEPTANCE OF PROPOSAL

The undersigned parties bind themselves to accept the terms and conditions specified above.

Representing Party

Performing Party

Mr. Andy Harvey
City Manager
City of Pharr

David Ortiz
Regional Director
TMAC South Texas

Date: _____

Date: _____

From: [Lisa Mutchler](#)
To: [Melanie Cano](#)
Subject: RE: Request for Proposal - City of Pharr
Date: Wednesday, April 27, 2022 9:20:02 AM

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Good morning Miss Melanie

Seeing your name on my email made me smile. I apologize for my tardy response, I was in meetings all day yesterday with customers.

Thank you for following up. My apologies, as I thought I responded to Jamison and see that I did not. Based off the compressed timeline to complete the proposed project, my program does not currently have the bandwidth due to other active projects in our queue, so I must graciously decline at this time.

I sincerely appreciate you and City of Pharr thinking of TEEX and I sure look forward to future opportunities to be of assistance to you and the fine folks in Pharr!

Best Always,
Lisa

Lisa M. Mutchler | Program Director
Economic & Workforce Development
TEEX – Business & Cyber Solutions | Texas A&M Engineering Extension Service (TEEX)
200 Technology Way | College Station, TX 77845-3424

ph: 979.393.0737 | mobile: 979.324.1941 | lisa.mutchler@teex.tamu.edu

U.S. Mail Address:
P.O. Box 40006
College Station, TX 77842-4006
Fax: 979.458.6727
24/7 Cyber Incident Response Hotline: 979.431.4838
CyberReady.org

From: Melanie Cano <melanie.cano@pharr-tx.gov>
Sent: Tuesday, April 26, 2022 10:49 AM
To: Lisa Mutchler <Lisa.Mutchler@teex.tamu.edu>
Subject: RE: Request for Proposal - City of Pharr

Good morning Lisa,

Hope this message find you doing well. Jamison has been out on annual and I wanted to check in with you to see if you have an update for us on the request below. Please let me know at your earliest convenience.

Thank you,

Melanie Cano

From: Lisa Mutchler <Lisa.Mutchler@teex.tamu.edu>

Sent: Tuesday, April 12, 2022 8:40 AM

To: Jamison Merrick <jamison.merrick@pharr-tx.gov>

Subject: RE: Request for Proposal - City of Pharr

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Jamison,

Thank you again for your time! I appreciated getting to listen and learn as Pharr continues it's quest for excellence.

As shared, I'm following up via email with my understanding of yours and the city's needs at this time:

Facilitation and awareness/overview for bullet #'s 1 , 2, 3:

- 1. Training for Dept. Directors on KPI Initiatives and fact-based management (TEEX provide awareness and overview, what it is, what your role is, etc)
- 2. Review of current Goals & KPI's (TEEX will review to ensure accuracy)
- 3. Assistance with brainstorming and benchmarking (TEEX would facilitate brainstorming, and provide awareness of what benchmarking with stakeholders from numerous levels within each department of the 21 identified, etc.)

Interviews and meetings

- 4. Development of Strategic & Tactical KPI's for all 21 Departments (TEEX will conduct interviews and facilitate meetings with key stakeholders)
- 5. Development of balanced scorecards (TEEX would develop in conjunction with appropriate stakeholders)
- 6. Advice and Guidance on Measurements (TEEX would provide Recommendations)

Feel free to add/edit/remove in different color.

Thanks Jamison.
Very Best,
Lisa

Lisa M. Mutchler | Program Director
Economic & Workforce Development | Cyber Readiness Centery (CRC)
TEEX – Business & Cyber Solutions | Texas A&M Engineering Extension Service (TEEX)
200 Technology Way | College Station, TX 77845-3424

ph: 979.393.0737 | mobile: 979.324.1941 | lisa.mutchler@teex.tamu.edu

U.S. Mail Address:
P.O. Box 40006
College Station, TX 77842-4006
Fax: 979.458.6727
24/7 Cyber Incident Response Hotline: 979.431.4838
CyberReady.org

From: Jamison Merrick <jamison.merrick@pharr-tx.gov>
Sent: Thursday, April 7, 2022 12:01 PM
To: Lisa Mutchler <Lisa.Mutchler@teex.tamu.edu>
Subject: RE: Request for Proposal - City of Pharr

Great. Both numbers below work fine. The office number may be easier. If you prefer Zoom or Teams, those work for me as well.

Office: (956) 402-4000 ext. 1032
Mobile: (956) 249-5318

Have a great weekend!

Best,

Jamison

Jamison Merrick

Assistant Director

Office of Organizational & Strategic Excellence
118 S Cage Blvd, Pharr, TX
Tel: (956) 402-4000 ext. 1032
Mobile: (956) 249-5318



From: Lisa Mutchler <Lisa.Mutchler@teex.tamu.edu>

Sent: Thursday, April 7, 2022 11:25 AM

To: Jamison Merrick <jamison.merrick@pharr-tx.gov>

Subject: RE: Request for Proposal - City of Pharr

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Perfect Jamison!

What number shall I call or would you prefer to set something up on Zoom , TEAMS, Webex?

Lisa

From: Jamison Merrick <jamison.merrick@pharr-tx.gov>

Sent: Thursday, April 7, 2022 9:47 AM

To: Lisa Mutchler <Lisa.Mutchler@teex.tamu.edu>

Subject: RE: Request for Proposal - City of Pharr

Good Morning Lisa,

I can make either of those times on Monday work. I tend to be a morning person though, so would 9:00 am on Monday be all right?

Thank you so much.

Best,

Jamison

Jamison Merrick

Assistant Director

Office of Organizational & Strategic Excellence

118 S Cage Blvd, Pharr, TX

Tel: (956) 402-4000 ext. 1032
Mobile: (956) 249-5318



From: Lisa Mutchler <Lisa.Mutchler@teex.tamu.edu>
Sent: Thursday, April 7, 2022 8:36 AM
To: Jamison Merrick <jamison.merrick@pharr-tx.gov>
Subject: RE: Request for Proposal - City of Pharr

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Good morning Jamison,

Thank you for reaching out! I definitely would like to listen and learn more of your needs for this project. My schedule is completely booked for the remainder of the week. What does Monday morning 4/11 before 10:30 am look like or Monday afternoon at 3:30 pm – 5:00 pm. If those don't work I am available 8:00 am – 12:00 pm on 4/12 Tuesday.

Sorry my schedule is so crazy at this time.

All the Best,
Lisa

Lisa M. Mutchler | Program Director
Cyber Readiness Center (CRC) | Economic & Workforce Development
TEEX – Business & Cyber Solutions | Texas A&M Engineering Extension Service (TEEX)
200 Technology Way | College Station, TX 77845-3424

ph: 979.393.0737 | mobile: 979.324.1941 | lisa.mutchler@teex.tamu.edu

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P.O. Box 40006
College Station, TX 77842-4006
Fax: 979.458.6727
24/7 Cyber Incident Response Hotline: 979.431.4838
CyberReady.org

From: Jamison Merrick <jamison.merrick@pharr-tx.gov>
Sent: Wednesday, April 6, 2022 12:10 PM
To: Lisa Mutchler <Lisa.Mutchler@teex.tamu.edu>
Subject: RE: Request for Proposal - City of Pharr

Good Afternoon Ms. Mutchler,

I hope that all is well. The City of Pharr is in the process of reevaluating its current performance measures / key performance indicators for each of our 21 Departments. We were wondering if TEEX would be able to assist us in this endeavor.

We are currently looking for assistance in the following areas:

- Training for Department Directors on KPI initiatives and fact-based management;
- Review of Current Goals & KPIs;
- Assistance with brainstorming and benchmarking;
- Development of Strategic & Tactical KPI;
- Development of Balanced Scorecards;
- Advice and Guidance on Measurements.

If these are services that TEEX would be able to assist us with, we would greatly appreciate receiving a proposal/quote. If you have questions and would like to discuss this further, please let me know.

Thank you so much for your time.

Best,

Jamison

Jamison Merrick

Assistant Director

Office of Organizational & Strategic Excellence

118 S Cage Blvd, Pharr, TX

Tel: (956) 402-4000 ext. 1032

Mobile: (956) 249-5318



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CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

From: [Allen, Kindra](#)
To: [Melanie Cano](#)
Subject: FW: Lead received via Deloitte.com
Date: Tuesday, April 5, 2022 3:05:01 PM
Importance: High

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Ms. Cano – thank you for reaching out. Unfortunately, I don't have staff available to help on this project. You might try someone like Garner who has a lot of experience in this field. I'm hopeful that helps!

Thanks, Kindra

Kindra Allen | Managing Director
Client Relationship Executive, Deloitte Services LP
Tel: 512-226-4233 | kindraallen@deloitte.com
www.deloitte.com/us/stategovernment

From: Deloitte <noreply@web.deloitte.com>
Sent: Tuesday, April 5, 2022 12:36 AM
To: Internet US Webmaster <uswebmaster@deloitte.com>
Subject: [EXT] Services Deloitte.com inquiry

Contact Deloitte US

Please find the details below:

- first:Melanie
 - second:Cano
 - email:melanie.cano@pharr-tx.gov
 - companyname:City of Pharr
 - jobtitle:Director
 - phonenumber:956-402-4000
 - zip:78577
 - location:US
 - yourmessage:The City of Pharr is interested in engaging services to develop Key Performance Indicators that align with the City's Strategic Plan and supports our Mission and Vision Statements.
- Please advise on what the necessary steps are to request a proposal for services.
- emailconsent:no
 - privacystatement:item1
 - dunsnumber:
 - uid:
 - TopicDropdown:Services
 - FormReferenceId:
{f2d892baea08d596e4b075ea399371642d2a70f4ab48e92c26cdf6aed93e75cf29e1223f73bc0a81243271e737cda37a69a4233014af5ccd7637f351e261f4a75c4a0f3d26891e93e66f4}

d02858be7ceaf134cf02043bfa0dd8b04db37a97c9f491ce6061ece7f38fc94d33be052af6c
}

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v.E.1



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: May 9, 2022

MEETING DATE: May 16, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Toros Stadium LLC, to provide emergency and non-emergency transportation of individuals needing emergency medical services .

Classification: Regular

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

Issue: The contract will allow Pharr EMS to provide ambulance coverage to the Toros Stadium for all events.

Fiscal Consideration: Toros Stadium will pay every 2 weeks for events worked. These fees will cover any expenses made for personnel.

Staff Recommendation: Staff Recommends approval of the contract with Toros Stadium.

Alternatives: There are no alternatives.

Exclude Material from Public Packet? No

Reason: Will not be excluded.

ROUTING:

Daniel Ramirez
Daniel Ramirez
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 5/9/2022
Approved - 5/9/2022
Approved - 5/11/2022
Approved - 5/11/2022
Final Approval - 5/13/2022

**AGREEMENT FOR
EMERGENCY MEDICAL SERVICES BETWEEN
TOROS STADIUM LLC AND
CITY OF PHARR EMS**

This Agreement for Emergency Medical Services is made this day of 5/11, 2022 by and between Toros Stadium LLC hereinafter referred to as (Facility) and CITY OF PHARR EMS hereinafter referred to as (Provider).

PURPOSE OF AGREEMENT

Provider operates and maintains an Emergency Medical Service Department. The purpose of this agreement is to state the terms and conditions under which the Provider will supply appropriate personnel and equipment for the emergency and non-emergency transportation of individuals needing medical services from the Toros Stadium LLC events. In consideration for the mutual covenants and agreements herein contained, the parties agree to the following:

I. AMBULANCE PERSONNEL

The Provider will staff each ambulance requested by Facility with at least two (2) persons being certified with the State of Texas Department of Health to perform duties on that ambulance.

Staff supplied by the Provider will hold a minimum certificate of training as an Emergency Medical Technician (EMT), Emergency Medical Technician-Intermediate (EMT-I), or Emergency Medical Technician-Paramedic (EMT-P).

It shall be the responsibility of the Provider to ensure that all ambulance personnel are qualified to supply ambulance service.

It shall be the responsibility of the Facility to determine the level of care they are requesting per event.

II. SERVICES/RESPONSE TIMES

Provider agrees to provide EMS Services to Facility for events scheduled in writing, at least forty-eight (48) hours in advance of the event.

If the Provider cannot provide EMS Services on the date(s) requested, the Provider will assist the Facility in making arrangements with another ambulance provider.

It shall be the responsibility of the Provider to supply the Facility with accurate arrival times to all Toros Stadium LLC events. If the quoted arrival time cannot be met, the Provider will immediately contact the Facility with an updated arrival time.

III. CONSIDERATION/BILLING AGREEMENT

The Facility shall provide a schedule of events the 1st of every month, attached as exhibit "B". The Facility is responsible to notify the Provider for events added after the schedule has been provided. For events cancelled within the hour of the scheduled start time, the Facility shall pay for the entire duration of the event. Once the schedule is received the Provider will work with the Facility on staffing plans for each event. Provider will bill for scheduled and worked events according to the compensation schedule attached as exhibit "A".

The Provider agrees to bill the Facility separate by arena on a bi-weekly basis for all Toros Stadium LLC events for which the Facility is the guarantor of payment.

Provider is authorized to charge for services no more than the rates prescribed under the Pharr Code of Ordinances. Such rates may be changed by prior written approval and action of the Pharr Board of Commissioners. Provider will be responsible for billing persons receiving services and shall conduct all billing and collection activities and procedures.

In addition to any consideration payable by Facility to Provider in consideration of the services rendered to be rendered to patients, Facility authorizes and agrees to allow Provider: (1) to bill the patients or any third party payors (insurers, Medicare, Medicaid, etc.) for the emergency medical services provided by Provider to such patients; and (2) to obtain a written assignment of benefits from the patients allowing Provider the rights to receive payment of any claims or benefits payable for EMS services under any and all insurance policies, employee benefit or medical plans or policies (or the like) and/or third party actions against any responsible tortfeasors

IV. PROVIDER STATUS

The Facility agrees that in consideration of the terms contained in this agreement, the Provider will be the primary emergency and non-emergency EMS provider for all Toros Stadium LLC events.

V. SCOPE OF WORK OF PROVIDER

Provide emergency and non-emergency medical transportation to appropriate medical facilities.

It shall be the responsibility of the Provider to supply the Facility with totally operable and comfort-controlled ambulances.

VI. INDEPENDENT CONTRACTOR

The Provider is performing the services and duties required there under as an independent contractor and not as an employee, agent, partner of, or joint venture with the Facility.

VII. INDEMNIFICATION PROVISIONS

To the extent permitted by law, Provider agrees to indemnify and hold harmless the Facility, its shareholders, partners, officers and employees from and against any claims, loss, damage, cost of expense including attorneys' fees, or liability arising out of or related to the performance or non-performance by Provider of any service to be performed by Provider under this agreement.

Facility agrees to indemnify and hold harmless Provider, its shareholders, officers and employees from and against any claim, loss, damage, cost or expense including attorneys' fees, or liability arising out of or related to the performance or non-performance by Facility of any services to be performed by the Facility under this agreement.

VIII. REGULATORY REQUIREMENTS

Provider will operate the service to be pursuant to this agreement at all times in compliance with local, State and Federal Laws regulations and Policies of the Facility, and any applicable standards of the JCAHO. The parties expressly agree that nothing contained in this agreement shall require the Provider to refer any patient to the Facility. Notwithstanding any unanticipated effect of any provisions of this agreement, neither party will conduct itself in such a manner as to violate the prohibition against fraud in connection with the Medicare and Medicaid program (42 U.S.C. Sections 1395 (b) 139h(b)).

IX. NAME CHANGE/ASSIGNMENT

This agreement shall continue in force should a change in the name of either party occur. This agreement is not assignable or transferable. Except that Provider may assign this agreement to any non-profit corporation created by the City to perform the EMS services contemplated herein.

X. TERM, RENEWAL AND TERMINATION

The term of the Agreement shall be for a period of one (1) year commencing on the date signed and shall be renewed automatically 60 days prior to the end of each successive year.

Should a problem arise with service provided by the Provider, the Facility shall notify the Provider in writing as to the problem and recommended resolution. The Provider shall be given thirty (30) days to resolve the problem. If the problem has not been resolved within thirty (30) days, the Facility may terminate this agreement by giving the Provider Thirty (30) days advanced written notice by certified mail. Facility will still be liable to Provider for all amounts due for services rendered prior to termination.

Provider may also terminate this agreement with or without cause upon thirty (30) days' written notice.

XI. GENERAL PROVISIONS

(a) Entire Agreement. This Agreement incorporates by this reference the Preliminary Statement hereto, and the parties represent and warrant to each other that such Preliminary Statement is true and correct. This Agreement contains the parties' entire understanding and agreement with respect to the subject matter hereof. Any and all conflicting or inconsistent discussions, agreements, promises, representations and statements, if any, between the parties or their representatives that are not incorporated herein shall be null and void and are merged into this Agreement.

(b) Modification, Amendment and Waiver. Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the party entitled to receive the benefit thereof.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its choice or conflict of laws provisions. The parties further agree to venue and jurisdiction for any and all matters arising out of this Agreement in the State and District Courts of Hidalgo County, Texas.

(d) Construction. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) article, Section, subsection, clause, exhibit and schedule references are to this Agreement unless otherwise specified; and (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time in accordance with the terms thereof and, if applicable, the terms hereof.

(e) Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (iii) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service, (iv) if by facsimile upon confirmation thereof, or (v) if by e-mail transmission, upon electronic confirmation of receipt thereof. All notices shall be sent to the addresses set forth in the signature page hereto or such other address as a party may in the future specify in writing to the other party.

(f) Severability. If any Section (or part thereof) of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such Section (or part thereof) so, as modified, such Section (or part thereof) will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such Section (or part thereof). If no such modification is possible, such Section (or part thereof) shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a Section (or part thereof) shall in any way affect or impair such Section (or part thereof) in any other jurisdiction.

(g) Captions. The captions, headings or titles of the various Sections of this Agreement are for convenience of reference only and shall not be deemed or construed to limit or expand the substantive provisions of such Sections.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute a single agreement.

[signature page next]

[Signature Page to Agreement]

Toros Stadium LLC
5221 N McColl Rd
McAllen, Texas 78504

By: Karla Davis

Title: VP of Operations

Date: 5/11/2022

City of Pharr
118 S. Cage
Pharr, Texas 78577

By: _____

Title: _____

Date: _____

Copy to:

City of Pharr
City Manager
118 S. Cage Blvd. 4th Floor
Pharr, Texas 78577

EXHIBIT "A"

City of Pharr EMS agrees to check in with the command post on arrivals and sign out a radio per unit. All staff shall be accounted for on the hour verification form which includes level of care, unit number, name of crew members and time of arrival and the time released by the command post.

City of Pharr EMS will invoice Toros Stadium LLC at the rates of:

MICU AMBULANCE \$140 per hour

ALS AMBULNACE \$125 per hour

BLS AMBULNACE \$118 per hour

STAFF ONLY:

EMT-P \$45 per hour

EMT-A \$37.50 per hour

EMT-B \$30 per hour

EXHIBIT “B”

May						
2022						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15 Concert Start time 19:00	16	17	18	19	20	21 Graduation Start time 08:00
22	23	24	25	26	27	28
29	30	31				



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: May 9, 2022

MEETING DATE: May 16, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Vipers Arena LLC to provide emergency and non-emergency transportation of individuals needing emergency medical services.

Classification: Regular

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

Issue: This contract would allow Pharr EMS to provide ambulance coverage to the Vipers Arena for all events.

Fiscal Consideration: Vipers Arena will pay every 2 weeks for all events worked. These fees cover any expenses made for personnel.

Staff Recommendation: Staff recommends approval of the contract with Vipers Arena.

Alternatives: There are no alternatives.

Exclude Material from Public Packet? No

Reason: will not be excluded.

ROUTING:

Daniel Ramirez
Daniel Ramirez
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 5/9/2022
Approved - 5/9/2022
Approved - 5/11/2022
Approved - 5/11/2022
Final Approval - 5/13/2022

**AGREEMENT FOR
EMERGENCY MEDICAL SERVICES BETWEEN
VIPERS ARENA LLC AND
CITY OF PHARR EMS**

This Agreement for Emergency Medical Services is made this day of 5/11, 2022 by and between Vipers Arena LLC hereinafter referred to as (Facility) and CITY OF PHARR EMS hereinafter referred to as (Provider).

PURPOSE OF AGREEMENT

Provider operates and maintains an Emergency Medical Service Department. The purpose of this agreement is to state the terms and conditions under which the Provider will supply appropriate personnel and equipment for the emergency and non-emergency transportation of individuals needing medical services from the Vipers Arena LLC events. In consideration for the mutual covenants and agreements herein contained, the parties agree to the following:

I. AMBULANCE PERSONNEL

The Provider will staff each ambulance requested by Facility with at least two (2) persons being certified with the State of Texas Department of Health to perform duties on that ambulance.

Staff supplied by the Provider will hold a minimum certificate of training as an Emergency Medical Technician (EMT), Emergency Medical Technician-Intermediate (EMT-I), or Emergency Medical Technician-Paramedic (EMT-P).

It shall be the responsibility of the Provider to ensure that all ambulance personnel are qualified to supply ambulance service.

It shall be the responsibility of the Facility to determine the level of care they are requesting per event.

II. SERVICES/RESPONSE TIMES

Provider agrees to provide EMS Services to Facility for events scheduled in writing, at least forty-eight (48) hours in advance of the event.

If the Provider cannot provide EMS Services on the date(s) requested, the Provider will assist the Facility in making arrangements with another ambulance provider.

It shall be the responsibility of the Provider to supply the Facility with accurate arrival times to all Vipers Arena LLC events. If the quoted arrival time cannot be met, the Provider will immediately contact the Facility with an updated arrival time.

III. CONSIDERATION/BILLING AGREEMENT

The Facility shall provide a schedule of events the 1st of every month, attached as exhibit "B". The Facility is responsible to notify the Provider for events added after the schedule has been provided. For events cancelled within the hour of the scheduled start time, the Facility shall pay for the entire duration of the event. Once the schedule is received the Provider will work with the Facility on staffing plans for each event. Provider will bill for scheduled and worked events according to the compensation schedule attached as exhibit "A".

The Provider agrees to bill the Facility separate by arena on a bi-weekly basis for all Vipers Arena LLC events for which the Facility is the guarantor of payment.

Provider is authorized to charge for services no more than the rates prescribed under the Pharr Code of Ordinances. Such rates may be changed by prior written approval and action of the Pharr Board of Commissioners. Provider will be responsible for billing persons receiving services and shall conduct all billing and collection activities and procedures.

In addition to any consideration payable by Facility to Provider in consideration of the services rendered to be rendered to patients, Facility authorizes and agrees to allow Provider: (1) to bill the patients or any third party payors (insurers, Medicare, Medicaid, etc.) for the emergency medical services provided by Provider to such patients; and (2) to obtain a written assignment of benefits from the patients allowing Provider the rights to receive payment of any claims or benefits payable for EMS services under any and all insurance policies, employee benefit or medical plans or policies (or the like) and/or third party actions against any responsible tortfeasors

IV. PROVIDER STATUS

The Facility agrees that in consideration of the terms contained in this agreement, the Provider will be the primary emergency and non-emergency EMS provider for all Vipers Arena LLC events.

V. SCOPE OF WORK OF PROVIDER

Provide emergency and non-emergency medical transportation to appropriate medical facilities.

It shall be the responsibility of the Provider to supply the Facility with totally operable and comfort-controlled ambulances.

VI. INDEPENDENT CONTRACTOR

The Provider is performing the services and duties required there under as an independent contractor and not as an employee, agent, partner of, or joint venture with the Facility.

VII. INDEMNIFICATION PROVISIONS

To the extent permitted by law, Provider agrees to indemnify and hold harmless the Facility, its shareholders, partners, officers and employees from and against any claims, loss, damage, cost of expense including attorneys' fees, or liability arising out of or related to the performance or non-performance by Provider of any service to be performed by Provider under this agreement.

Facility agrees to indemnify and hold harmless Provider, its shareholders, officers and employees from and against any claim, loss, damage, cost or expense including attorneys' fees, or liability arising out of or related to the performance or non-performance by Facility of any services to be performed by the Facility under this agreement.

VIII. REGULATORY REQUIREMENTS

Provider will operate the service to be pursuant to this agreement at all times in compliance with local, State and Federal Laws regulations and Policies of the Facility, and any applicable standards of the JCAHO. The parties expressly agree that nothing contained in this agreement shall require the Provider to refer any patient to the Facility. Notwithstanding any unanticipated effect of any provisions of this agreement, neither party will conduct itself in such a manner as to violate the prohibition against fraud in connection with the Medicare and Medicaid program (42 U.S.C. Sections 1395 (b) 139h(b)).

IX. NAME CHANGE/ASSIGNMENT

This agreement shall continue in force should a change in the name of either party occur. This agreement is not assignable or transferable. Except that Provider may assign this agreement to any non-profit corporation created by the City to perform the EMS services contemplated herein.

X. TERM, RENEWAL AND TERMINATION

The term of the Agreement shall be for a period of one (1) year commencing on the date signed and shall be renewed automatically 60 days prior to the end of each successive year.

Should a problem arise with service provided by the Provider, the Facility shall notify the Provider in writing as to the problem and recommended resolution. The Provider shall be given thirty (30) days to resolve the problem. If the problem has not been resolved within thirty (30) days, the Facility may terminate this agreement by giving the Provider Thirty (30) days advanced written notice by certified mail. Facility will still be liable to Provider for all amounts due for services rendered prior to termination.

Provider may also terminate this agreement with or without cause upon thirty (30) days' written notice.

XI. GENERAL PROVISIONS

(a) Entire Agreement. This Agreement incorporates by this reference the Preliminary Statement hereto, and the parties represent and warrant to each other that such Preliminary Statement is true and correct. This Agreement contains the parties' entire understanding and agreement with respect to the subject matter hereof. Any and all conflicting or inconsistent discussions, agreements, promises, representations and statements, if any, between the parties or their representatives that are not incorporated herein shall be null and void and are merged into this Agreement.

(b) Modification, Amendment and Waiver. Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the party entitled to receive the benefit thereof.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its choice or conflict of laws provisions. The parties further agree to venue and jurisdiction for any and all matters arising out of this Agreement in the State and District Courts of Hidalgo County, Texas.

(d) Construction. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) article, Section, subsection, clause, exhibit and schedule references are to this Agreement unless otherwise specified; and (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time in accordance with the terms thereof and, if applicable, the terms hereof.

(e) Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (iii) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service, (iv) if by facsimile upon confirmation thereof, or (v) if by e-mail transmission, upon electronic confirmation of receipt thereof. All notices shall be sent to the addresses set forth in the signature page hereto or such other address as a party may in the future specify in writing to the other party.

(f) Severability. If any Section (or part thereof) of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such Section (or part thereof) so, as modified, such Section (or part thereof) will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such Section (or part thereof). If no such modification is possible, such Section (or part thereof) shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a Section (or part thereof) shall in any way affect or impair such Section (or part thereof) in any other jurisdiction.

(g) Captions. The captions, headings or titles of the various Sections of this Agreement are for convenience of reference only and shall not be deemed or construed to limit or expand the substantive provisions of such Sections.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute a single agreement.

[signature page next]

[Signature Page to Agreement]

Vipers Arena LLC
5221 N McColl Rd
McAllen, Texas 78504

By: Karl Davis

Title: VP of Operation

Date: 5/11/2022

City of Pharr
118 S. Cage
Pharr, Texas 78577

By: _____

Title: _____

Date: _____

Copy to:

City of Pharr
City Manager
118 S. Cage Blvd. 4th Floor
Pharr, Texas 78577

EXHIBIT "A"

City of Pharr EMS agrees to check in with the command post on arrivals and sign out a radio per unit. All staff shall be accounted for on the hour verification form which includes level of care, unit number, name of crew members and time of arrival and the time released by the command post.

City of Pharr EMS will invoice Vipers Arena LLC at the rates of:

MICU AMBULANCE \$140 per hour

ALS AMBULNACE \$125 per hour

BLS AMBULNACE \$118 per hour

STAFF ONLY:

EMT-P \$45 per hour

EMT-A \$37.50 per hour

EMT-B \$30 per hour

EXHIBIT “B”

May						
2022						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15 Concert Start time 19:00	16	17	18	19	20	21 Graduation Start time 08:00
22	23	24	25	26	27	28
29	30	31				



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: May 9, 2022

MEETING DATE: May 16, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the Purchase and Delivery of Fuel with Gold Star Petroleum, Inc. from Spring, Texas.

Classification: Regular

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

Issue: Supply contract extension for the Purchase and Delivery of Mid-Grade Unleaded Diesel & Ultra-Low Sulfur Diesel
(PROJECT# 2021-01-517-SP002-077) Year 2 of 3

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approve the Supply contract for one (1) additional year being year 2 of 3

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Olga Garza
Patricia Rigney
Karla Saavedra
Annie Reeves
City Management Office

Created/Initiated - 5/9/2022
Approved - 5/9/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/12/2022
Approved - 5/13/2022
Final Approval - 5/13/2022

**EXTENSION OF AGREEMENT
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF FUEL**

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE & DELIVERY OF FUEL, made and entered into the _____ day of **MAY**, 2022, 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 **GOLD STAR PETROLEUM, INC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at P.O. BOX 11151, Spring, TX 77391.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Purchase & Delivery of Fuel dated, June 15, 2021, by which CONTRACTOR serves the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project # 2021-01-517-SP002-077**; and

WHEREAS, the current term expires on June 30, 2022; and

WHEREAS, the Agreement provided that the City reserved the right to extend said Contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one additional year.

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 for one additional year from June 30, 2022, to June 30, 2023. The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Purchase & Delivery of Fuel has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 2022 by the **City of Pharr**.

CITY OF PHARR

By: _____
Andy Harvey, City Manger

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this ____ day of MAY, 2022 by **GOLD STAR PETROLEUM, INC.**

GOLD STAR PETROLEUM, INC.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.H.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Staff Force Personnel Services for the temporary staffing.

Classification: Regular

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

Issue: Temporary staffing services
(PROJECT# 2122-01-526-IPQ054-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez

Patricia Rigney

Anali Alanis

Karla Saavedra

City Management Office

Created/Initiated - 5/10/2022

Approved - 5/10/2022

Approved - 5/10/2022

Approved - 5/11/2022

Final Approval - 5/13/2022



New Customer Information

In anticipation of your future temporary help requirement, please complete this credit information sheet so we may service your first request more expediently.

Full Company Name: _____

Street Address: _____

Billing Address: _____

City/State/Zip: _____

Phone/Contact/Title: _____

Our Invoices are paid from what location? _____

Accounts Payable Contact: _____ Phone # () _____ - _____

Invoices emailed to: _____

Officers: _____

President

Vice President

Secretary

Treasurer

CORPORATION ☐

PARTNERSHIP ☐

PROPRIETORSHIP ☐

Exact Nature of Business: _____

Workers' Comp. Code: _____ SIC: _____

The Exact Type of Duties to be performed by our Temps: _____

Number of Full Time Employees _____ How Many Years in Business _____

BANK REFERENCE

Bank Name: _____ Contact: _____

Address: _____ Phone # () _____ - _____

Checking Account #: _____ Loan Account #: _____

Tax ID # _____

Dunn & Bradstreet Account #: _____ Dunn & Bradstreet Rating: _____

Date: _____ Re: Temporary Service To Be Completed by Customer Only:

I, _____, for _____ have applied for an account with

Name of authorized party

Company Name

Staff Force, Inc. I hereby grant permission to Staff Force, Inc. to verify given references on my application. This information includes pay history, account status, and any other pertinent information relating to my trade experience. I further authorize that a copy of this form may be held in the same authority as the original.

Signature

TRADE REFERENCES

Name: _____ Address: _____ Acct. #: _____

Phone # () _____ - _____ Contact: _____ Title: _____

Name: _____ Address: _____ Acct. #: _____

Phone # () _____ - _____ Contact: _____ Title: _____

Name: _____ Address: _____ Acct. #: _____

Phone # () _____ - _____ Contact: _____ Title: _____



Fee Agreement

City of Pharr ***04/21/2022***

Staff Force, Inc. proposes the following types of personnel under the following terms:

<i>POSITION:</i>	All Positions
<i>SERVICE RATE:</i>	30% above employee pay rate
<i>FOR EXAMPLE:</i>	Pay rate \$11.00 Bill rate \$14.30
<i>RATE INCLUDES:</i>	State and Federal Taxes, Unemployment Insurance, Workers Compensation and General Liability Insurance
<i>TERMS:</i>	Due upon receipt
<i>ACCEPTABLE PAYMENT:</i>	Check or ACH
<i>SUPPLIES & EQUIPMENT:</i>	Provided by Client unless otherwise requested
<i>EMPLOYEE SCREENING:</i>	Multi-Jurisdictional Criminal Background Screen, Department of Homeland Security E-Verify, Random Drug Screening
<i>LIQUIDATION:</i>	520 hours Temp-to-Hire Conversion*
<i>MINIMUM HOUR REQUIREMENT:</i>	Four hours minimum per employee per day
<i>CERTIFICATION:</i>	All Forklift Drivers must be certified by a Staff Force Field Risk Manager

** Client understands Staff Force, Inc. employees are assigned to Client to render temporary service and not to become employed by Client until 520 hour requirement is met.*

Signature (City of Pharr)

Signature (Staff Force Representative)

Date

Date

Staffing Agreement

CLIENT has agreed to utilize the services of Staff Force, Inc. ("Company"). By signing this document, CLIENT hereby confirms its agreement with COMPANY to the following terms and conditions or services to be rendered by COMPANY to CLIENT now or in the future.

1. COMPANY reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and compliance with applicable workers' compensation laws, except where such obligations are specifically imposed by law on CLIENT.

2. CLIENT understands COMPANY'S employees are assigned to CLIENT to render temporary service and are not assigned to become employed by CLIENT. CLIENT acknowledges the considerable expense incurred by COMPANY to advertise, recruit and maintain its staff of employees. Accordingly, CLIENT will not, without the written consent of COMPANY and payment of an agreed amount, hire a COMPANY employee, interfere with the employment relationship between COMPANY and its employees or directly or indirectly cause a COMPANY employee to transfer to another temporary help service.

3. CLIENT will not reassign or relocate a COMPANY employee without prior approval of COMPANY. CLIENT agrees to assume all liability arising after any reassignment/relocation without prior approval.

4. CLIENT acknowledges that employee will be under its supervision and subject to CLIENT'S control at all times while employee is assigned to CLIENT. CLIENT agrees that it will not, without the prior written consent of COMPANY, utilize COMPANY employees to: operate any powered machinery, equipment or vehicle; operate dangerous, obsolete or improperly maintained machinery; paint or perform any services from a ladder, scaffolding or otherwise off of the ground; travel outside Texas; engage in excavation work; work with any hazardous chemicals or substances, or board or travel in any aircraft or watercraft whatsoever.

5. CLIENT acknowledges that COMPANY disclaims liability for damage to, loss of, or loss of use of CLIENT'S owned, non-owned or leased vehicles (including contents and cargo), machinery, equipment, or property while being used by or in the care, custody or control of COMPANY employees.

6. Although COMPANY provides workers' compensation insurance coverage for COMPANY'S injured employees, CLIENT assumes any further liability to COMPANY'S employees resulting from any act, including, but not limited to: negligence of CLIENT'S supervisors or employees, or CLIENT'S failure to: (i) maintain a safe premises and working conditions (including, but not limited to: failure to provide or maintain the necessary equipment to perform the job safely, enforce adequate work rules and procedures), (ii) warn of hazards that it knew or should have known about, or adequately inspect for hazards, (iii) provide adequate training to COMPANY'S or CLIENT'S employees, or (iv) provide adequate assistance to COMPANY'S employees to safely perform their job.

7. CLIENT agrees to comply with all applicable laws and ordinances relating to worksite health and safety with respect to workplaces owned, leased or supervised by CLIENT and to which COMPANY employees are assigned, and agrees to provide to employees of COMPANY a safe and healthful workplace, notices and training as required by OSHA, or similar state law, safety equipment, protective clothing, and other health and safety devices necessary or required by law, used by CLIENT'S employees in the performance of similar work, or otherwise appropriate to the job. CLIENT agrees to assume responsibility for recording, reporting, claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970, as amended or any similar state law.

8. COMPANY shall incur no liability as a consequence of CLIENT having entrusted cash, negotiable securities or other items of value to any employee of COMPANY except where CLIENT so acted with prior written consent of COMPANY.

9. CLIENT agrees to comply with applicable state and federal civil rights laws, and other employment-related laws as they pertain to COMPANY employees, including but not limited to: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Family Medical Leave Act and the Texas Workers Compensation Act. CLIENT agrees to not utilize employees to engage in any activity in violation of any law. COMPANY shall incur no liability with regards to any alleged violation of any laws by CLIENT, and CLIENT assumes all liability for violation of laws described in this paragraph.

10. CLIENT agrees to provide such information regarding the services performed by COMPANY'S employees as COMPANY may request during or following such employment.

11. To the extent allowed by law, CLIENT shall defend, indemnify, and hold COMPANY, its employees, agents and representatives, harmless from any and all claims, damages, and liabilities assumed by CLIENT or disclaimed by COMPANY in this Agreement, or which might be asserted against any of them arising out of CLIENT'S acts or failure to act pursuant to this agreement.

12. CLIENT agrees that hours worked by STAFF FORCE, INC. employees in excess of 40 hours per week (Monday through Sunday) will be paid according to Fair Labor Standards Act guidelines. CLIENT agrees that a four-hour minimum is paid by CLIENT for each employee daily.

13. CLIENT agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after sixty (60) days, after which a default charge will be imposed at 1-1/2% per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 18%) or the maximum legal interest rate, whichever is lower. CLIENT agrees to pay the default charge together with reasonable attorney's fees for cost of collection.

CHOICE OF LAW: CLIENT and STAFF FORCE agree that the laws of the State of Texas will apply to any dispute under this Agreement and venue of such dispute is expressly reserved in Hidalgo County, Texas.

STAFF FORCE, INC.

CLIENT: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Revision 03/28/2019



Safety Partnership Letter

Dear Client:

To keep the prices you pay for our services competitive, we must contain the costs related to Workers' Compensation claims. We need your cooperation to accomplish this.

To provide a safe work environment for our employees and contain the costs associated with work related injuries, we ask that you help us by adhering to the following practices:

Our employees are to be trained in all safety, hazardous communication, blood borne pathogen, and other safety related matters in the same manner as your employees.

Our employees will wear all appropriate personal protective equipment (PPE). You are to notify us if they fail to adhere to your regulations.

Our employees will perform only the job tasks for which they have been assigned and trained. Any change of job description will be reported to our office prior to the employee undertaking the task.

Use of alcoholic beverages or drugs is strictly forbidden. You will notify us immediately if one of our employees appears intoxicated or impaired.

Our employees are not authorized to drive your vehicle as a part of their assignment with you, nor are they allowed to use their personal vehicle for errands, deliveries, etc. while in your employment.

Our employees are not allowed to handle cash or securities while working at your location without our express permission and without proper indemnification agreements.

You will notify our Staffing Specialist immediately if one of our employees sustains an injury, and assist us in coordinating medical treatment at one of our preferred network provider locations.

Assist us with investigation of any injuries that may occur. The on-site supervisor will complete our On-Site Supervisor's Accident Investigation Report form and any persons who observed the accident will complete our Witness Statement form.

As of January 1st, 2015 OSHA has implemented new rules regarding injury reporting. Client will be now be required to report all work-related fatalities within 8 hours and all in-patient hospitalizations, amputations, and losses of an eye within 24 hours of finding about the incident. Please call the 24-hour OSHA hotline at 1-800-321-OSHA. Please also contact your Staff Force office immediately.

Your assistance will help us prevent injuries, reduce the pain and suffering associated with injuries and reduce the costs associated with work related injuries. Funds conserved in the area of Workers' Compensation are then available to be used in other areas that ultimately benefit us all. Thank you for your cooperation. We look forward to a long and mutually profitable association with your company.

City of Pharr

Staff Force, Inc.

By _____

By _____

Date_____

Date_____



Hold Harmless Agreement

1. City of Pharr_____, hereby confirms its agreement with Staff Force, Inc. ("COMPANY") to the following terms and conditions of service to be rendered by COMPANY to CLIENT.

Indemnification and Hold Harmless

2. To the extent allowed by law, CLIENT agrees to indemnify and hold harmless COMPANY (and its employees) for any damages, personal injuries or loss of any kind resulting from employee operation of machinery, equipment or vehicles. This indemnification and hold harmless applies regardless of any negligence or gross negligence on the part of COMPANY employee or COMPANY. CLIENT further assumes all liability (including liability to third parties) for any and all claims or damages resulting from operation of vehicles, forklifts, machinery and equipment by COMPANY's employee. CLIENT will defend, hold harmless and indemnify COMPANY (and its employees) for any claims or damages resulting from all acts or omissions by these employees, including acts of negligence and gross negligence. CLIENT acknowledges that COMPANY disclaims liability for damage to, loss of, and loss of use of CLIENT'S owned, non-owned, or leased equipment, machinery and vehicles (including contents of cargo), machinery, equipment, or property while being used by or in the care, custody or control of COMPANY employees.
3. Although COMPANY provides worker's compensation insurance coverage for COMPANY's Injured employees, CLIENT assumes any further liability to COMPANY and its employees arising from employee injury, including but not limited to, accidents resulting from negligence of CLIENT, or CLIENT's failure to (i) maintain a safe premises, including but not limited to, failure to provide or maintain the necessary equipment to perform the job safely, enforce adequate work rules and procedures, warn of hazards that it knew or should have known about, or adequately inspect for hazards, (ii) provide adequate training to COMPANY's employees, or (iii) provide adequate assistance to COMPANY's employees to safely perform their job. Notwithstanding an injured employee's eligibility for worker's compensation through COMPANY, CLIENT agrees to indemnify and hold harmless COMPANY from any claim brought by such employee. CLIENT's agreement to indemnify and hold harmless COMPANY does not alter in any way COMPANY's obligation to cover worker's compensation insurance the employees assigned to CLIENT in the event of an on the job injury.

DATE

ABC SUPPLY

By: _____
CLIENT SIGNATURE

PRINTED NAME



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.I.

DATE SUBMITTED: May 9, 2022

MEETING DATE: May 16, 2022

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Workforce Solutions Work Experience/Subsidized Employment Program.

Classification: Regular

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

Issue: Partner with Workforce Solutions Work Experience/Subsidized Employment Program to provide training, leadership, role modeling, guidance about the work place and career exploration to program participants.
(Project# 2122-01-526-IPQ055-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez
Patricia Rigney
Anali Alanis
City Management Office

Created/Initiated - 5/9/2022
Approved - 5/10/2022
Approved - 5/10/2022
Final Approval - 5/13/2022



A proud partner of the AmericanJobCenter® network

Workforce Solutions Work Experience/Subsidized Employment Agreement

Workforce Solutions
3101 W U S Hwy 83
McAllen, Texas 78501
(956) 928-5000

Workforce Solutions is an equal opportunity employer/program
TDD/TTY 1-800-735-2989
Auxiliary Aids and Services Available Upon Request to Individuals with Disabilities

Dear Employer:

Welcome and thank you for your participation in the Workforce Solutions Work Experience/Subsidized Employment Program! Your commitment will enable our customers to gain valuable work experience that will help define their long-term career and educational goals. Placement at your site will provide our customers with the opportunity to explore career possibilities in expressed fields of interest, while providing you the opportunity to observe their potential at no monetary expense to your business during the contract period.

As a work experience site, you will be providing training, leadership, role modeling, guidance about the work place and career exploration. We appreciate that you have agreed to be part of our Program and we acknowledge the potential that this partnership promises to build within our community. You are helping to contribute to our goal of further developing personal and professional strengths within the future employees of the Lower Rio Grande Valley.

We are hopeful that this partnership will be a lasting one so a member of our staff will be acting as a worksite facilitator to answer any questions or address any concerns that you might have regarding our customers.

We are confident that this partnership will be a positive and rewarding experience for everyone involved. Thank you for supporting our vision and please do not hesitate to contact your worksite facilitator should you have any questions or need any assistance.

Sincerely,

Angelita Longoria

Workforce Solutions
Business Solutions Representative

**WORKFORCE SOLUTIONS
WORK EXPERIENCE/SUBSIDIZED EMPLOYMENT
AGREEMENT**

I. Parties to the Agreement

**Workforce Solutions
3101 W U S Hwy 83
McAllen, Texas 78501
(956) 928-5000**

Contact Person (BSR): Angelita Longoria

**Work Experience Site:
Address:
City:
State:
Zip:
Phone:**

**Assigned Work Experience Site Supervisor's Name:
Effective date of Contract:**

This agreement is made between **Workforce Solutions authorized agent,** and _____; hereafter, referred to as “work experience site”, for Work Experience/Subsidized Employment participation under the Workforce Investment Act & Personal Responsibility Act and/or the TANF Emergency Contingency Fund.

For Office Use Only:

WIT ID # _____ NAICS CODE # _____

GAZ # _____

Notes: _____

II. Purpose of the Program

The purpose of the Workforce Solutions Work Experience/Subsidized Employment activity is to provide opportunities to customers with limited or no work experience and effective comprehensive services that improve leadership abilities and provide customers with exposure to the world of work, these services will improve employability of customers to ensure self-sufficiency is achieved.

This program serves Youth (ages 16 to 21) and Adults (ages 18 and older). Wages are paid by Workforce Solutions (except as stated under IX.1). The work experience site is not required to retain the customer upon completion of the program, but employment opportunities are encouraged.

III. Work Experience Site Conditions and Requirements

The following responsibilities are made a part of this agreement.

1. Work Experience Site's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description/expected performance (will become part of agreement).
3. Provide supervision (and if required), safety training, supplies and equipment to perform the work.
4. Accurately report work hours using the Youth/Adult Work Experience Payroll Timesheet.
5. Evaluate each customer's performance.
6. Contact Workforce Solutions contact person when customer or training related problems occur.
7. Notify Workforce Solutions if or when change in supervision occurs.
8. A Work Experience Site:
 - May not displace a current employee to replace with a Work Experience/Subsidized Employment customer (including partial displacement such as reduction in the hours or overtime work, wages, or employment benefits).
 - May not assign customers to perform work that: a.) engages in political patronage, lobbying or other political activities; b.) are of a religious or anti-religious organization; or c.) partake in any tasks not allowed under Child Labor Laws.
 - Must comply with the Non-Traditional Employment Act of 1991.
 - May not compromise existing contracts for services or collective bargaining agreement, and the Work Experience/Subsidized Employment customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.
 - Shall not use a customer to fill a job opening (1) when another individual is on layoff from the same or substantially equivalent job, or (2) when the work experience site has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by utilizing Work Experience/Subsidized Employment whose wages are subsidized at current minimum wage level
 - No work experience site officer or employee will allow the placement of a member of his/her immediate family under his/her supervision. Immediate family includes: wife, husband, mother, father, brother, sister, son, daughter, brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, niece, step-parent or step-child.
 - May not create jobs for customer in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

- A Work Experience/Subsidized Employment customer will not be denied training or other job opportunities and benefits because of race, color, sex, national origin, disability, political affiliation or beliefs, or age.
- Shall comply with the Americans with Disabilities Act (ADA), and the Drug Free Work Place Act.
- A Work Experience/Subsidized Employment customer shall not participate in activities that occur in a casino or other gambling establishments, aquarium, zoo, golf course, or swimming pool.

IV. Workforce Solutions' Responsibilities

Workforce Solutions will:

1. Provide group or individual orientation to work experience site's assigned supervisor(s), prior to the assignment of a customer.
2. Provide customer compensation for hours worked (refer to section IX of this agreement)
3. Provide coverage under Texas Liability Insurance
4. Determine accomplishments to be achieved by customer, in coordination with worksite
5. Conduct a survey for compliance with the ADA.
6. Assign a single point of contact assigned to this agreement for questions/concerns.

V. Termination of Customer

Customer(s) must adhere to Work Experience Site's personnel policies. A work experience site can request that a customer be terminated, for just cause, at any time. Workforce Solutions is available at all times should problems arise, and will attempt to resolve the problem to the worksite's satisfaction.

VI. Accidents (Liability Insurance)

Workforce Solutions covers the customer's worker's liability insurance in the event an accident occurs on the work experience site. In case of an accident, the worksite must ensure medical services are rendered immediately by calling Unique HR Risk Management Department (800) 824-8367. After hours or on weekends, call (361) 877-3357 or (361) 852-6392 or (361) 331-0384. Worksite must also notify Workforce Solutions immediately or within 24 hrs of any accident.

VII. Customer Evaluations

Workforce Solutions and work experience site supervisor will conduct a joint evaluation of customer's performance every ninety days while enrolled in the program.

PROCEDURES FOR EVALUATION:

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisors occurs and is documented.
2. Customer must remain performing the same work throughout the evaluation period.

3. A final evaluation must be completed for each participant at the conclusion of their employment experience.

VIII. Monitoring Activities

Workforce Solutions will monitor worksite for:

1. Procedures and/or controls to record and maintain accurate time and attendance records.
2. Completed evaluations.
3. General work conditions (safety, sanitary, etc.).
4. Supervisor to customer ratio (if applicable) and presence of supervision.
5. Status of worksite as an equal employment opportunity employer, and compliance with ADA.

IX. Customer Compensation

1. Workforce Solutions does not pay overtime and Holiday hours for customers.
2. Customers will be compensated in accordance with the Fair Labor Standards Act.

X. Other

1. All forms incorporated herein by reference shall be construed as part of this agreement.
2. Workforce Solutions reserves the right to remove customers from the worksite(s) if any EEOC violations occur.

Termination of Agreement

This agreement is in effect, when the signatures of duly authorized representatives of the Work Experience Site Provider and Workforce Solutions are affixed, and shall be in force for 3 years or until terminated in writing by either party.

Work Experience Site Authorized Signature/Date

Business Solutions Representative Signature/Date

Authorized Representative
(Type/Print Name/Title)

Business Solutions Representative
(Type/Print Name/Title)

Workforce Solutions

WORK EXPERIENCE/SUBSIDIZED EMPLOYMENT TRAINING

SUPERVISOR ORIENTATION

Work Experience/Subsidized Employment is a training and work experience opportunity involving placement of a Workforce Solutions program participant in a subsidized position with designated hours, tasks and staff supervision. The purpose of Work Experience/Subsidized Employment training is to improve the employability of a participant who has been unable to secure employment due to their limited work history, skills or education. Work Experience/Subsidized Employment training provides an actual “hands on” training and employment experience relevant to the participant’s employment goals. In addition to learning about specific job skills, participants also gain experience as an “employee” and learn about work place expectations and behaviors. The goal of the Work Experience/Subsidized Employment training is to provide the participant an opportunity to acquire marketable work skills and training, which they can utilize to secure unsubsidized employment.

As a work experience site supervisor, your objective is to provide meaningful training and work experiences that will increase skills, instill work ethics, encourage responsibility and expand the knowledge of the world of work for the participant.

As a work experience site supervisor, you will be expected to be a positive mentor and role model who encourage the participant to succeed in this training opportunity. The partnership of the supervising team will determine the degree of success for this program, its participants, the community and our future workforce. The information listed below has been included in the work experience site supervisor orientation.

- The review and understanding of the Work Experience/Subsidized Employment Training Agreement and all required forms for placement
- Work Experience Site Supervisor responsibilities and understanding of EEO Laws, grievance procedures and injury reporting procedures
- Telephone number of Business Service Consultant/Career Counselor, and emergency telephone number for accident reporting.

I have attended the Work Experience Site supervisor orientation for the Work Experience Training Program and accept the responsibilities and objectives of the program. I further understand that the placement of a person in subsidized work experience cannot occur until a Placement Authorization Form has been signed and delivered with other required documentation as noted in the Work Experience/Subsidized Employment Agreement.

Training Worksite Supervisor’s Signature

Date

Alternate Supervisor’s Signature

Date

BSR Signature

Date

Auxiliary Aids and Services are available upon request to individuals with disabilities. Equal Opportunity Employer/
Program Relay Texas: 1-800-735-2989 (TDD) and 1-800-735-2988 (Voice) www.wfsolutions.com

Attachment I

Employer Name: _____

Employer Address: _____

Site Location #1 Address: _____
Physical Address City State Zip Code

Site Location #2 Address: _____
Physical Address City State Zip Code

Site Location #3 Address: _____
Physical Address City State Zip Code

Contact Name: _____ Contact Phone #: _____

Fax Number: _____ Email Address: _____

Job Title	Pay Rate	Job Description Provided (Yes or No)
		☒ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

Comments: _____

Print Name _____

Job Title _____

Signature _____

Date _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.J.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on third and restated Interlocal Agreement between City of Pharr and Hidalgo County Regional Mobility Authority (HCRMA) for administrative services.

Classification: Regular

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

Issue: Hidalgo County Regional Mobility Authority entered into an Interlocal Agreement with the City of Pharr for administrative services on June 20, 2012 and amended and restated in 2014, 2015, and 2021. The Board now finds it to be in the best interest of the Authority to amend Schedule A of the agreement to include vehicle rentals for construction inspectors as part of the construction of 365 tollway project.

Fiscal Consideration: \$0

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
Ed Wylie
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/10/2022
Approved - 5/10/2022
Approved - 5/13/2022
Final Approval - 5/13/2022

**THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES**

Revising Schedule A to the Second Amended and Restated Interlocal Agreement for
Administrative Services to include vehicle rental

SCHEDULE A
updated as of March 22, 2022

Administrative Services Requested by the HCRMA and Approved by the City

\$180.00	Monthly/Internet/Phone Connection
\$20.00	Monthly/ Each Extension
\$5.00	Monthly/ Fax line
\$30.00	Monthly/ Each Email Account (with Outlook Sync/SPAM Protection/Email Anti-virus)
\$75.00	Monthly/ Conference Bridge Access
\$75.00	Monthly/ Video Conference System Access
\$150.00	Monthly /200 GB Network storage / \$75.00 each additional 100 GB of storage (backup included – weekly)
\$100.00	Monthly/ General IT Service Support/Server Management
\$20.00	Monthly/ hosting of RMA website (4GB Max) _ Requires utilization of city web contractors for security purposes.
\$400.00	Monthly/ Video Production & Archive of Meetings
<u>Varies*</u>	<u>Monthly/ Vehicle Rental</u>

*Fee varies depending on vehicle type (passenger vehicle or light truck)

* * *

IN WITNESS HEREOF, the City of Pharr and the Hidalgo County Regional Mobility Authority have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

Date: _____

Attest:

Imelda Barrera, Assistant City Clerk

Approved as to form:

City Attorney

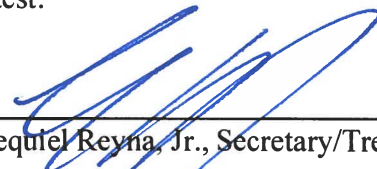
**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**



Forrest Runnels, Vice Chairman

Date: 3-28-2022

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

Approved as to form:

Blakely L. Fernandez, Board Attorney - HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2022 - 25

DISCUSSION AND CONSIDERATION OF AMENDMENT TO SCHEDULE A OF THE
THIRD AMENDED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES
BETWEEN THE CITY OF PHARR AND THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

THIS RESOLUTION is adopted this 22nd day of March, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity;

WHEREAS, the Authority requires administrative support and staffing to undertake its duties and responsibilities;

WHEREAS, the Authority entered into an Interlocal Agreement with the City of Pharr for administrative services, effective on June 20, 2012 and amended and restated on April 4, 2014; on July 28, 2015; and, again amended and restated and September 28, 2021; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to amend Schedule A of the agreement to include vehicle rentals for construction inspectors as part of the 365 Tollway Project construction;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

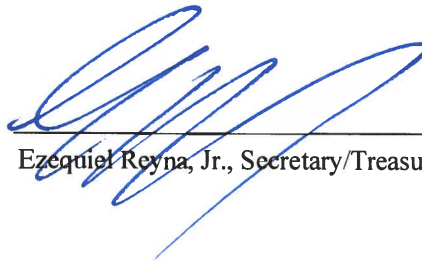
Section 2. The Board hereby authorizes the Chairman to execute the amended Schedule A of the Third Amended and Restated Agreement with the City of Pharr, attached hereto in substantially final form as Exhibit A.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of March 2022, at which meeting a quorum was present.



Forrest Runnels, Vice Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

AMENDED SCHEDULE A TO THE
THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.K.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an affiliation agreement with UT Health Rio Grande Valley for surgical resident clinical rotations.

Classification: Regular

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

Issue: UT Health RGV is looking to send their surgical residents to EMS, so they can experience pre-hospital care.

Fiscal Consideration: There is no fiscal impact to the City of Pharr, these surgical residents are only doing clinical rideouts.

Staff Recommendation: Staff Recommends approving this affiliation agreement.

Alternatives: There are no alternatives.

Exclude Material from Public Packet? No

Reason: This item will not be excluded.

ROUTING:

Daniel Ramirez

Daniel Ramirez

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 5/10/2022

Approved - 5/11/2022

Approved - 5/12/2022

Approved - 5/12/2022

Final Approval - 5/13/2022

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (“Agreement”) is made as of _____, 2022 (the “Effective Date”) by and between City of Pharr, Texas, ("Affiliate") and UT Health Rio Grande Valley ("Educational Institution"). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the “EMS Program”);

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the “Facility”);

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program**. EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience (“Clinical Program”) component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate’s permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a “Participating Student”);
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a “Rotation”);

- (iii) provide training for Affiliate’s representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate’s patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) Responsibility.

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students’ performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively “Program Participants”) shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

(iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (*e.g.*, state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

(a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or

authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms

disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
 3000 N. Cage
 Pharr, Texas
 78577
 Fax: 956-468-2175
 Email: ems@pharr-tx.gov
 Attention:
 EMS Chief Ramirez

Copy to: UT Health Rio Grande Valley

 Attention:

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(EDUCATIONAL INSTITUTION)

By: UT Health Rio Grande Valley

Title: _____

Date: _____

AFFILIATE

City of Pharr

By: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the “Affiliate”) for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients’ health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, “Confidential Information”).

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate’s Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate’s policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or

Twitter. I will only use such communication methods when explicitly authorized to do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (*e.g.*, Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.

- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.L.

DATE SUBMITTED: May 10, 2022

MEETING DATE: May 16, 2022

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to execute Hold Harmless Agreement with PSJA ISD for the usage of the school buses for the City of Pharr's summer programs.

Classification: Regular

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

Issue: The City of Pharr is requesting to enter into an agreement with the P-SJ-A ISD for the use of their school buses for the Summer Athletic Programs.

Fiscal Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
Patricia Rigney
Annie Reeves
City Management Office

Created/Initiated - 5/10/2022
Approved - 5/12/2022
Approved - 5/12/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

State of Texas

County of Hidalgo

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on April 22, 2022, by and between the Pharr-San Juan-Alamo Independent School District (hereinafter, "PSJA ISD"), of 601 E. Kelly, Pharr, Texas 78577 and the City of Pharr (hereinafter, "City"). Pharr- San Juan-Alamo Independent School District and City of Pharr are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, City of Pharr desires to hold harmless PSJA ISD from any claims and/or litigation arising out of City of Pharr Parks and Recreation actions in connection with the use of PSJA ISD School Buses at any time the City of Pharr Parks and Recreation may be in possession of the vehicles between the dates **of June 9,10,23,24, 30 and July 1,7,8,14,15,21,22,23,24.**

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, PSJA ISD and City hereby agree as follows:

TERMS

- 1. Hold Harmless.** City shall fully defend, and hold harmless PSJA ISD to the extent allowed by law from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of City, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This hold harmless applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to PSJA ISD for all legal fees, expenses, and costs incurred by it.
- 2. Driver:** The bus driver will be under the sole control of the City during this event. The employment relationship between the driver and PSJA ISD shall have no effect on the City's responsibilities agreed to in paragraph 1 of this agreement.
- 3. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

4. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

6. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled to the extent allowed by law. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

8. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Texas law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Texas law.

9. Applicable Law. This Agreement shall be governed exclusively by the laws of Texas, without regard to conflict of law provisions.

10. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Texas. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

11. Both Parties acknowledge that each is a governmental entity in the State of Texas and are entitled to certain immunities. Both Parties understand that neither are waiving any immunities they are entitled to by entering into this agreement.

12. Signatures. This Agreement shall be signed on behalf of **Pharr-San Juan-Alamo Independent School District** by **Roel Faz, Chief of Operations**, and on behalf of **City of Pharr** by **Andy Harvey City Manager**, and effective as of the date first written above.

PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

By: /s, L.,
ROEL FAZ

Title: CHIEF OF OPERATIONS

CITY OF PHARR

By-----
Andy Harvey
TITLE: CITY MANAGER





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.M.

DATE SUBMITTED: May 11, 2022

MEETING DATE: May 16, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with T-Mobile for the Government Connecting Heroes program using NASPO ValuePoint cooperative contract.

Classification: Regular

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

Issue: T-Mobile has been offering better service in our city and this program can be used to offer public safety phones and data service devices through reduced-cost plans available for them.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval of agreement with T-Mobile.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

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

Created/Initiated - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/12/2022
Final Approval - 5/12/2022

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **CITY OF PHARR, TEXAS**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise)

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **Not Applicable.**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**Led by the state of Utah

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**Led by the state of Utah

Participating Entity:

Name:	City of Pharr, Texas, Jose J. Pena, IT Director
Address:	118 S Cage Blvd., McAllen, TX 78577
Telephone:	(956) 402-4900
Fax:	
Email:	jose.pena@pharr-tx.gov

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

- 11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: City of Pharr, Texas	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: T-Mobile USA, Inc. CSCA Representative

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

*Contractor - email a fully executed PDF copy of this document
to: PA@naspovaluepoint.org*

<i>To support documentation of participation and posting in appropriate databases</i>

T-Mobile Connecting Heroes Addendum

This T-Mobile Connecting Heroes Addendum (“**Addendum**”), which will be effective as of the date the second Party signs this Addendum below (“**Addendum Effective Date**”), is made by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and City of Pharr, Texas, a(n) Texas Municipal Entity, with its principal place of business at 118 S Cage Blvd., McAllen, TX 78577 (“**Customer**”).

- 1. Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by NASPO ValuePoint Contract No. MA176 and applicable Participating Addendum (“**Master Agreement**”).

(a) The terms and conditions of this Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum.

- 2. Term; Termination:** Unless terminated under the terms of this Section 2, this Addendum will continue, provided the Master Agreement is in effect. This Addendum may be terminated: (i) for cause pursuant to the terms of the Master Agreement; or (ii) upon mutual written agreement by the parties; or (iii) by Customer upon 30 days prior written notice to T-Mobile; or (iv) after April 1, 2030, this Addendum may also be terminated by T-Mobile upon 30 days prior written notice to Customer.

- 3. Offer/Pricing.**

- a. Connecting Heroes Initiative Program - Mobile Data Plans include:**

Rate Plan	Monthly Recurring Charge/Line	Features
**Connecting Heroes \$0	\$0	-Unlimited talk and text -Unlimited High Speed Data - High Speed Smartphone Mobile Hotspot up to 1GB (then 3G speeds) - Video streaming – SD 480p - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter - Automated WPS enrollment
**Connecting Heroes AMP \$15	\$15*	-Unlimited talk and text -Unlimited talk, text and High Speed LTE Data - High Speed Smartphone Mobile Hotspot up to 20GB (then 3G speeds)

		- T-Mobile's Simple Global feature which includes free text and 2G data in 210+ countries and destinations (subject to change in T-Mobile's sole discretion); - GoGo free WiFi on enabled flights - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter- Video streaming – HD 1080p - Automated WPS enrollment
**Connecting Heroes Select	\$25*	- Unlimited talk, text, and high-speed data. - Additional benefits include 21GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. - Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. - Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. - Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. - Not Subject to the prioritization threshold - Automated WPS enrollment
**Connecting Heroes Advanced	\$34*	-Unlimited talk, text, and high-speed data. -Additional benefits include 41GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. -Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS enrollment
**Connecting Heroes Ultimate	\$46*	-Unlimited talk, text, and high-speed data.

		- Additional benefits include 101GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. -Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS enrollment
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* Price does not include applicable taxes, fees and surcharges. Included: Priority Access and Preemption for WPS-enrolled first responders smartphone lines, plus automated WPS enrollment. The Connecting Heroes \$0 Plan and Connecting Heroes AMP \$15 Plan are not eligible for any aggregate volume discount. Additional discounts may apply to the following Rate Plans and all are aggregate volume discount eligible: Connecting Heroes Select \$25 Plan; Connecting Heroes Advanced \$34 Plan; and Connecting Heroes Ultimate \$46 Plan.

For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. **Coverage not available in some areas and may be impacted by emergencies; check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies for paid plans; taxes/fees approx. 0–19% of bill. **RPF and TRF subject to change upon notice.** **WPS** eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. **Video streams** at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. **Network Management:** Program/Service may be **slowed, suspended, terminated, or restricted** for interference with our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

**Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command

4. **Total Line Eligibility and Line Limits.** To be eligible, Customer must be a police, emergency medical technician (EMT), fire, or non-profit responder agency. Customer is eligible for a combined total of 50 lines of Service using any combination of Connecting Heroes rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described in this Section 4 ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.
5. **Subsidized Rate Plans.** If Customer has existing lines of Service with T-Mobile that have subsidized devices with term commitments ("Subsidized Lines"), and Customer wishes to move these Subsidized Lines to these Connecting Heroes rate plans, Customer agrees to comply with the requirements of those subsidized rate plans, including, but not limited to reimbursement to T-Mobile for device subsidies, if applicable.
6. **Priority Access and Preemption/Wireless Priority Service.** T-Mobile will provide Customer with priority voice and data access and preemption ("Priority Access and Preemption") when using T-Mobile's wireless network subject to the following:
 - a. Priority Access and Preemption Service Description. Priority Access and Preemption provides specialized treatment of voice and data sessions during times of high network utilization for approved first responder Customer. Priority Access and Preemption will be provided at no additional cost to approved eligible Customers subject to the terms, conditions, and limitations herein. In order for Customer to receive Priority Access and Preemption, Customer must register and be eligible for Wireless Priority Service ("WPS") with the U.S. Department of Homeland Security ("DHS"). The process for WPS registration under this Addendum is described in Section 6.c. below.
 - b. WPS Service Description and Eligibility. WPS was created by DHS and is designed to provide voice calling priority to government-approved wireless subscribers in certain emergency situations across providers. To receive WPS for qualifying Employees of Customer, Customer must first register with DHS. The DHS determines a customer's eligibility for WPS and the level of priority a customer will receive. If Customer is approved by the DHS, T-Mobile will provide WPS to Customer at no charge. For technical support related to WPS, Customer must contact the DHS at 866-627-2255 or support@priority-info.com. Customer acknowledges that (i) the WPS program is governed by DHS; (ii) Customer is subject to all applicable DHS program rules and limitations; and (iii) continued WPS eligibility is determined by and subject to approval of DHS.
 - c. WPS Enrollment/Registration. By executing this Addendum, Customer agrees to enroll for WPS, and authorizes T-Mobile to submit a registration application with DHS on Customer's behalf (including managing WPS line additions or removals on behalf of Customer) unless the Customer opts out of enrollment as described in subsection d.

below. T-Mobile's submission of Customer's WPS registration application is contingent on the Customer's agreement to all DHS terms and conditions of the WPS program including, but not limited to, the following: (i) Customer continues to have an organizational mission which supports National Security/Emergency Preparedness ("NS/EP") as this mission is defined by DHS at <https://www.cisa.gov/gets-eligibility> ; (ii) Customer identifies a Customer Point of Contact ("POC") to manage the WPS account; and (iii) Customer certifies that all Customer users on whose behalf Customer request WPS meets all DHS and Federal Communication Commission ("FCC") requirements for WPS eligibility. WPS requirements can be found at <https://www.cisa.gov/sites/default/files/publications/WPS%20Eligibility.pdf>.

In addition, Customers acknowledges and agrees that T-Mobile will share limited Customer information with DHS to complete WPS enrollment on behalf of Customer. By executing this Addendum, Customer authorizes T-Mobile to share with DHS: (i) the Customer's organizational name, (ii) internal T-Mobile account number, device number(s), and (iii) the following POC information for Customer: (a) first and last name; (b) phone number; and (c) physical address. In the event DHS requires additional Customer information for WPS enrollment, Customer will agree to exercise commercially reasonable efforts to provide this information to T-Mobile, and provide any and all consents required by T-Mobile pursuant to applicable law in order to provide this information to DHS on behalf of Customer.

- d. WPS Enrollment Opt-Out. Customer can elect not to receive the benefit of the WPS program and the T-Mobile-specific benefits of Priority Access and Preemption by opting out of automatic enrollment of WPS as described above. Customer must notify T-Mobile in writing within 14 days of the effective date of this Addendum of its election not to participate in WPS enrollment/registration. Customer may also notify T-Mobile of its desire to withdraw from WPS registration after enrollment by providing T-Mobile written notice.
 - e. Limitations/Disclaimers. Priority Access and Preemption is for Domestic traffic only on T-Mobile's Network and requires T-Mobile approval of both end users and devices. Features, coverage and service are not available everywhere and are subject to change. Priority Access and Preemption is not available while roaming on another carrier's network or while connected to Wi-Fi. In areas with standalone 5G, WPS functions may cause data service to default to 4G LTE. Priority Access and Preemption provides WPS users with voice and data priority over standard users on the T-Mobile Network, but does not guarantee voice and data network access. End users with the same priority will be prioritized on a first-come, first-serve basis. Priority Access and Preemption service are subject to the wireless coverage and service limitations described in the Customer's Master Agreement. T-Mobile reserves the right to discontinue this service at any time to an end user for abusive or excessive use of T-Mobile's Network.
7. **Use of Service (Body-Worn Cameras).** The parties acknowledge and agree that the lines of Service under this Addendum may be activated (via either: (i) Customer provided Devices; or (ii) T-Mobile provided Devices or SIM cards) for smartphone-based body-worn camera use ("**Body-Worn Solution**") to be utilized by Customer in connection with their first responder functions, subject to the terms, conditions and limitations herein. The Body-Worn Solution (which, for purposes of

this Addendum, includes any embedded software and other applications/platforms/solutions in or on the Devices) generally are recognized to have benefits that may include, among other things, collection of audio and/or video footage (e.g., during officer-community interactions) (collectively, “**Video**”), sending/receiving of real-time alerts, and transmission of telemetry data (e.g., officer’s GPS location). Customer acknowledges and agrees to the following terms and conditions with respect to Body-Worn Solution that are activated on lines of Service under this Addendum:

- a. Customer-Provided Devices. If T-Mobile is providing only lines of Service under this Addendum, Customer, and not T-Mobile, is solely responsible for procuring, maintaining, determining compatibility and operating the Body-Worn Solution. T-Mobile will not provide any technical or other support with respect to the Body-Worn Solution or the Customer provided Devices. Customer represents and warrants to T-Mobile that all Customer-provided Devices: (i) have an LTE connection; and (ii) are compatible with T-Mobile’s Service.
- b. T-Mobile Provided Devices. If T-Mobile is providing lines of Service and will also provide Devices under this Addendum that will be used for the Body-Worn Solution, T-Mobile will assist the Customer with any troubleshooting as to the T-Mobile provided Devices; provided however, T-Mobile will not provide any technical or other support with respect to the embedded software/applications/platforms/solutions in or on the Devices to operate the Body Worn Solution.
- c. Livestreaming/Excessive Use. Customer and its end-users acknowledge and agree that the Service under this Addendum is not intended to support continuous uninterrupted/sustained livestreaming of Video from the Body-Worn Solution at any time (e.g., officers live streaming Video of officer-community interactions from the Body-Worn Devices via T-Mobile’s LTE network to a police, command or dispatch center). Customer acknowledges and agrees that sustained or uninterrupted use of, and/or simultaneous use by, a number of Devices operating the Body-Worn Solution may exceed available network capacity which would impact Service speed and availability. Service shall continue to be governed by and be subject to the terms and conditions of the Master Agreement, including, but not limited to, T-Mobile’s disclaimers on service availability and T-Mobile’s right to secure, protect, improve and/or manage its Network. Further, T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer’s rate plan applicable to the Service upon 30 days’ written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this Addendum with 30 days written notice.
- d. Video Uploading/Excessive Use. Customer and its end-users of the Service will not use the Service to upload any Video from the Body-Worn Devices to any cloud-based, on-premise, or other evidence/data management system in a manner that will exceed the 50 GB data usage threshold described in subsection c. above. T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of

Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer's rate plan applicable to the Service upon 30 days' written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this addendum with 30 days written notice. To avoid exceeding the 50 GB data usage threshold, uploads should be done via Customer provided wi-fi or wired broadband connection (e.g., Video could be uploaded via in-vehicle modem or at Customer's premises via wi-fi network service that is provided by Customer).

- e. Notice to End-Users. Customer will ensure that all end-users of the Service are aware of the requirements and limitations set forth in this Section. It will be Customer's sole responsibility to implement and enforce policies regarding permitted and prohibited use(s) of the Services. Should T-Mobile determine that Customer and/or its end-users have not adhered to the requirements/limitations of this Section, then, in the event the parties are unable to mutually agree on a resolution to Customer's excess network usage, T-Mobile may, among other available remedies, suspend the Services or terminate this Addendum upon not less than 30 days' prior written notice. T-Mobile makes no representations, warranties, guarantees or service level commitments regarding: (i) the Body-Worn Solution or (ii) the Services' coverage area for the Body-Worn Solution, compatibility with Devices, or performance results when the Body-Solution is activated.

8. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name:	City of Pharr, Texas, Jose J. Pena, IT Director
Address:	118 S Cage Blvd., McAllen, TX 78577
Telephone:	(956) 402-4900
Email:	jose.pena@pharr-tx.gov

This Addendum is executed by each Party's authorized representative as of the date of the Addendum Effective Date.

Customer: City of Pharr, Texas	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.N.

DATE SUBMITTED: May 11, 2022

MEETING DATE: May 16, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with T-Mobile to migrate from Texas DIR to GSA procurement contract.

Classification: Regular

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

Issue: T-Mobile now has better pricing through their GSA contract and this will transition us from DIR to this better-priced GSA agreement.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval of agreement with T-Mobile.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

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

Created/Initiated - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/11/2022
Approved - 5/12/2022
Final Approval - 5/13/2022

FUNDING DOCUMENT FOR T-MOBILE PRODUCTS & SERVICES (GSA Contract)

04/27/2022
Andy Harvey
City Manager
City of Pharr, Texas
118 S Cage Blvd, McAllen TX 78577
jose.pena@pharr-tx.gov

Attn: T-Mobile USA, Inc.:

The following T-Mobile Billing Account Number(s) listed below and all applicable T-Mobile lines of service on these accounts will move all existing lines to and are eligible to purchase new T-Mobile products and services under the GSA Schedule Contract No. GS35F0503M with T-Mobile ("T-Mobile GSA Contract").

T-Mobile Billing Account Numbers: 977425455

I hereby certify that: (1) the information provided herein is true and accurate as of the date of this funding document; (2) I am an authorized purchaser for City of Pharr, Texas ("Customer"); (3) Customer is electing to move all existing T-Mobile lines of service under the referenced T-Mobile Billing Account Numbers from their existing T-Mobile contract(s) to the T-Mobile GSA Contract; (4) all orders placed by Customer will be in accordance with and subject to the pricing, terms and conditions under the T-Mobile GSA Contract; and (5) T-Mobile is authorized to invoice in arrears the total dollar amount for services and equipment ordered by an authorized purchaser for Customer.

Furthermore, I certify: (1) Customer shall pay charges incurred for the period of time the lines of service are active with T-Mobile and until written notice of cancellation is provided to T-Mobile by Customer; and (2) Customer acknowledges and understands that T-Mobile will not automatically terminate lines of service until written notice of cancellation is received by T-Mobile. Customer agrees to pay T-Mobile for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above certifications or information, it is the responsibility of Customer to provide prompt written notification to T-Mobile to the following address:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
ATTN: Vice President, T-Mobile for Government
With an email copy to: Legal_Government_Contracts@t-mobile.com

Signed by Authorized Customer Representative: _____

Name & Title: _____

Customer Name: City of Pharr, Texas



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.O.

DATE SUBMITTED: May 11, 2022

MEETING DATE: May 16, 2022

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter Right of Entry for Construction on Tract RGV-WSL-1032 between City of Pharr and United States of America for Border Infrastructure.

Classification: Regular

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

Issue: The United States of America needs a right of entry to access RGV-WSL-1032 a tract to the west of the existing Pharr International bridge for purposes of constructing border infrastructure. Agreement would allow parties to grant access instead of Government Condemning the land. This will allow the City to also proceed with bridge expansion.

Fiscal Consideration: NONE

Staff Recommendation: Approve

Alternatives: Deny agreement and US Government will initiate condemnation.

Exclude Material from Public Packet? No

Reason: Not final

ROUTING:

Patricia Rigney
Patricia Rigney
City Management Office

Created/Initiated - 5/11/2022
Approved - 5/11/2022
Final Approval - 5/12/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.P.

DATE SUBMITTED: May 12, 2022

MEETING DATE: May 16, 2022

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Doctors Hospital at Renaissance, LTD. for wellness lab screening services.

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: DHR shall provide wellness screening services at a discounted rate for employees and their dependents at the Employee Annual Health Fair.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 5/12/2022
Approved - 5/12/2022
Approved - 5/13/2022
Approved - 5/13/2022
Final Approval - 5/13/2022

**DHR HEALTH LABORATORY SCREENING SERVICES AGREEMENT
BETWEEN
DHR HEALTH
AND CITY OF PHARR**

This Agreement is effective the 27th day of May, 2022, by and between **Doctors Hospital at Renaissance, Ltd.** (hereinafter "DHR Health"), with its principal place of business located at 5501 S. McColl, Edinburg, Texas 78539 and **CITY OF PHARR** (hereinafter referred to as "Vendor"). DHR and Vendor may be individually referred to as a "Party" and collectively as the "Parties".

Whereas, DHR is a general acute care hospital in Edinburg, Texas which operates a DHR Health Outreach Laboratories ("Center") and as part of its wellness/disease screening and community wellness program is offering certain Wellness Lab Screening Services, as defined below, to local businesses;

Whereas, City of Pharr (Vendor) is a local government entity and, as a benefit to its employees, wishes to offer DHR's Wellness Screening Services for employees at its local offices and desires to retain the services of DHR Health to provide such Wellness Lab Screening Services;

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PERFORMANCE EXPECTATIONS

DHR shall provide the following Wellness Lab Screening Services to employees of City of Pharr (Vendor):

*Women Screening: CBC, CMP, TSH, LIPID \$20.00

*Men Screening: CBC, CMP, LIPID, PSA \$20.00

DHR Health shall perform the Wellness Lab Screening Services on-site at Vendor's business location: **Pharr Development and Research Center 850 W Dicker Rd, Pharr, TX 78577** on the following date: May 27th 2022 at times mutually agreed by the parties at least one (1) week prior to the aforementioned dates.

DHR shall provide all staff and supplies necessary to complete the Wellness Screening Services. Vendor is responsible for promoting the on-site Wellness Lab Screening Services and for providing the Wellness Lab Screening Services appointments for City of Pharr (Vendor) employees. The estimated amount of time to complete each individual Wellness Lab Screening Service is fifteen (15) minutes.

Before participating in the DHR Health Wellness Lab Screening Services, Vendor employees may be asked to sign a release in a form that is at the sole discretion of DHR Health..

The parties understand and agree that the DHR Health Lab Wellness Screening Services are screening services only and in no way should substitute for the care and assessment of a physician. DHR Health shall submit the results of each City of Pharr (Vendor) employee's Wellness Lab Screening Services to the City of Pharr Benefits Department Magaly Deleon Saldana or Claudia Galnares (Vendor) hand delivered to City of Pharr Human Resources located at 118 S. Cage Blvd. 4th floor Pharr, Texas 78577. Results will be individually placed in an envelope and sealed for employees can pick them up at mentioned location. However, DHR Health shall not be responsible for any interpretation or professional analysis of the tests or labs provided as part of the Wellness Lab Screening Services. DHR Health shall encourage all Vendor employees participating in the Wellness Lab Screening Services to follow up with their primary care physician for further evaluation and care after receiving their Wellness Lab Screening Services results from DHR Health.

II. PAYMENT

In consideration of the Wellness Lab Screening Services to be provided by DHR Health as described in Section I, Vendor shall pay DHR Health at the rate of Twenty Dollars and 00/100 (\$20.00) for each Vendor employee that receives the Wellness Lab Screening Services as specified in this Agreement. DHR Health shall keep a log of all Vendor employees that receive the Wellness Lab Screening Services. Within ten (10) days Period, DHR Health Outreach Laboratories shall submit an invoice to City of Pharr (Vendor) evidencing all Wellness Lab Screening Services provided to Vendor employees and the total amount due by Vendor. Vendor shall pay DHR Health for such Wellness Lab Screening Services within thirty (30) days of invoice receipt.

III. LEGAL RELATIONSHIP OF THE PARTIES

The parties understand and agree that DHR Health is an independent contractor when providing services for City of Pharr (Vendor) under this Agreement. Neither DHR Health nor its agents or employees providing services under this Agreement are in any way associated with City of Pharr (Vendor) other than as independent contractor. Nothing in this Agreement or otherwise shall be interpreted to give either party an interest in the other or its business. Neither party is, nor shall be, the agent, legal representative, joint venturer, partner or employee of the other for any purpose.

IV. TERMINATION

This Agreement shall begin on the Effective Date written above and shall remain in effect for three (3) months, unless terminated earlier in accordance with the terms and conditions herein. This Agreement may be terminated at any time by mutual agreement of the Parties, or if not by such agreement, either Party may cancel this Agreement by giving thirty (30) days advance notice to the other Party.

The parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of carrying out its obligations under this contract. Each Party will obtain and maintain current and in force all licenses, certifications, authorizations and/or permits necessary to carry out its duties and responsibilities under this contract.

V. CONFIDENTIALITY

The Department of Health and Human Services has issued security and privacy rules implementing "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Each Party to this Agreement will comply with all final rules promulgated under HIPAA to the extent that they apply to services being provided, including and not limited to all federal, state and local laws and regulatory standards. The parties acknowledge and agree that any and all information about the other's business is confidential information and shall not, unless otherwise required by law, be duplicated, used, or disclosed unless specifically authorized in writing by the other Party.

VI. NO REFERRAL OBLIGATION

The parties expressly agree that nothing contained in this Agreement shall require Vendor to refer or admit (or influence the referral or admission of) any patients to, or order any goods or services from DHR Health or affiliates. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the provision against fraud and abuse in connection with the Medicare and Medicaid Programs.

of the maximum permissible duration and scope. In any event, such declaration shall not affect the remaining provisions and the Agreement shall be enforced as modified, as if such invalid clause had not been included.

VIII. AGREEMENT ACCEPTANCE

This Agreement, when signed and accepted by each Party shall constitute exclusively and entirely the Agreement between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes or additions to this Agreement will be recognized unless made in writing and properly executed by each Party.

IX. SIGNATORY

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute the Agreement either as an officer or an authorized representative

DHR Health

Doctors Hospital at Renaissance, Ltd.

City of Pharr

By: _____

By: _____

Printed Name: Susan Turley

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Co-signatures: _____

Reviewed by
Legal Dept: _____

A. Humphrey