



**TAKE NOTICE THAT A REGULAR-SPECIAL MEETING  
OF THE BOARD OF COMMISSIONERS  
OF THE CITY OF PHARR, TEXAS  
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,  
118 S. CAGE BLVD., 2<sup>ND</sup> FLOOR, PHARR, TEXAS  
COMMENCING AT 12:00 NOON  
ON THURSDAY, JANUARY 22, 2015**

*The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2010-32. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. On matters requiring a public hearing, all persons desiring to speak during a public hearing shall sign in with the City Clerk no later than 5:00 p.m. or the close of business on the business day prior to the scheduled public hearing.*

**1. CALL TO ORDER:**

- A) Roll call and possible action on the excusing of any absent member of the governing body.
- B) Pledge of Allegiance/Invocation.

**2. PROCLAMATIONS:**

- A) Presentation of Proclamation proclaiming National Human Trafficking Prevention Month.

**3. 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) City Engineer's Report
- B) Submission of monthly report – Pharr Municipal Court
- C) Submission of December 2014 Tax Collection Report
- D) Submission of January 2015 Sales Tax Report
- E) City events of interest
- F) Legislative/Project Update

**4. 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)*

AGENDA REGULAR-SPECIAL MEETING  
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- A) Approval of Minutes for December 2, 2014 – Regular Called Meeting, December 16, 2014 – Regular Called Meeting, and January 8, 2015 Regular-Special Called Meeting.
- B) Consideration and action, if any, authorizing City Manager to advertise for bids for the financing of paving machines.
- C) Consideration and action on Planning & Zoning Cases:
  - Public Hearing**
  - 1. Charles L. Mercer, d/b/a Carino's Italian Grill, 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 Lots 4A and 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 601 South Jackson Road.
  - 2. Mauricio Jaramillo, d/b/a Regency Hall, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue.
  - 3. Cantina Bar and Grill, has filed with the Planning and Zoning Commission a request for a 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 Lot 187, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6905 South Jackson Road.
  - 4. Rio Laguna, Inc., owner, has filed with the Planning and Zoning Commission a request for a change of zone from a High Density Multi-Family District (R-4) to a General Business District (C). The property is legally described as Lot 1, Empire No. 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Hummingbird Court.
  - 5. Gary Edenbum representing Crown Castle International Corporation, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a General Business District (C). The property is legally described as 0.034 of an acre, more or less, out of Lot 6, Henderson Plaza Subdivision Phase 2, Pharr, Hidalgo County, Texas. The property is physically located at 836 North Cage Boulevard.
  - 6. Gary Edenbum representing Sprint Spectrum, LP, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C). The property is legally described as 0.034 of an acre, more or less, out of Lot 6, Henderson Plaza Subdivision Phase 2, Pharr, Hidalgo County, Texas. The property is physically located at 836 North Cage Boulevard.
  - 7. Katy Swenson, representing Sprint Spectrum, LP, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in an Agricultural Open-Space District (A-O). The property is legally described as 0.034 – 1.34 of an acre, more or less, out of Lot 192, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 806 South Veterans Boulevard.

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8. Gary Edenburn representing Crown Castle International Corporation, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a Single Family Residential District (R-1). The property is legally described as 0.021 of an acre, more or less, out of Lot 184, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1011 West Kelly Avenue.
9. Gary Edenburn representing Sprint Spectrum, LP, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment in a Single Family Residential District (R-1). The property is legally described as 0.021 of an acre, more or less, out of Lot 184, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1011 West Kelly Avenue.

**REGULAR AGENDA – OPEN SESSION:**

**5. ORDINANCES AND RESOLUTIONS:**

- A) Consideration and action, if any, on Ordinance establishing the positions of Assistant City Manager and Deputy City Manager.
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-43 for budget amendments to the FY 2014-2015 budget.
- C) Consideration and action, if any, on Ordinance directing City Manager to vacate, abandon and close a portion of a 20 foot (not open) alley lying between the east 2.5 feet of Lot 3, all of Lots 4 through 8, inclusive; the west 13 feet of Lot 9, the west 31 feet of Lot 20; all of Lot 21, and the east 46.2 feet of Lot 22, all in Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas finding that said Right-of-Way is no longer needed; and establishing an effective date.
- D) Consideration and action, if any, on Resolution ratifying re-scheduling the City Commission meeting of Tuesday, January 20, 2015.
- E) Consideration and action, if any, on Resolution declaring and clarifying intent for property located within the International Boundary and Water Commission Regulatory Floodway.

**6. ADMINISTRATIVE:**

- A) Consideration and action, if any, on offer to purchase real property, legally described as Lots 25 & 26, Pharr Original Townsite, Pharr, Hidalgo County, Texas.
- B) Consideration and action, if any, on sale and/or auction of property legally described as Lot 22, Block 4, Colonia De Amigos, Pharr, Hidalgo County, Texas.

- C) Consideration and action, if any, awarding bid for the Purchase & Delivery of Construction Materials (TY "D" HMAC, TY F GR 3 Caliche, Prime Coat MC-30) for E. Anaya Road-CDBG Project.
- D) Consideration and action, if any, awarding bid for the Purchase & Delivery of TY "D" HMAC (limestone aggregate) for Single Machine Repaving Project 1st Year Program.
- E) Consideration and action, if any, awarding bid for the Single Machine Repaving Project 1st Year Program.
- F) Consideration and action, if any, on request from Pharr Police Athletic League to host the 3<sup>rd</sup> Annual Mid Valley Events "Get Up and Train" 5K and half marathon.
- G) Consideration and action, if any, on budget amendment for Pharr Public Facilities Corporation # 1 FY2014-2015.

**7. CONTRACTS/AGREEMENTS:**

- A) Consideration and action, if any, on agreement between A.C. "Tony" Garcia and City of Pharr for the lease of ten (10) parking spaces
- B) Consideration and action, if any, on renewal of Interlocal Cooperation Agreement between Hidalgo County Precinct No. 2 and the City of Pharr for assistance of manpower and equipment on as needed basis.
- C) Consideration and action, if any, on agreement with SPA Skateparks for the design and construction of the proposed Pharr Skate Plaza at Victor Garcia Municipal Park.
- D) Consideration and action, if any, authorizing City Manager to negotiate contract with The Warren Group for architectural design services for South Pharr Branch Library.

8. **CLOSED SESSION:** *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 4 - 7 in accordance with the following below:*

Pursuant to Section 551.071, the City 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.

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Pursuant to Section 551.072, the City 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 City 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 City 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 City 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 City 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.

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

**10. ADJOURNMENT.**

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext 1003/1007 or FAX 956/702-5313 or E-mail [hilda.pedraza@pharr-tx.gov](mailto:hilda.pedraza@pharr-tx.gov) or [sonia.hinojosa@pharr-tx.gov](mailto:sonia.hinojosa@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](http://www.pharr-tx.gov). This Notice was posted on the 19<sup>th</sup> day of January, 2015, at 11:45 A.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 19<sup>th</sup> DAY OF JANUARY 2015.**



*Hilqa Pedraza*  
\_\_\_\_\_  
HILQA PEDRAZA, TRMC  
CITY CLERK

I hereby 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 \_\_\_\_\_, 2015 by,

\_\_\_\_\_

Title: \_\_\_\_\_

# Proclamation



*WHEREAS*, the United States was founded on the principle that all people are born with an unalienable right to freedom -- an ideal that has driven the engine of American progress throughout our history. Millions of people worldwide are victims of Human Trafficking; and

*WHEREAS*, as we continue our fight to deliver on the promise of freedom, we commemorate the Emancipation Proclamation, which became effective on January 1, 1863, and the 13th Amendment, which was ratified on February 1, 1865. Throughout the month of **January 2015**, we highlight the many fronts in the ongoing battle for civil rights, including the efforts of the *Rio Grande Valley Human Trafficking Coalition*, which is comprised of Federal, State, and local law enforcement agencies, prosecutors, victim service agencies, and social service providers in Hidalgo County, who are working to end human trafficking; and

*WHEREAS*, the victims of Human Trafficking are men, women, adults and children, yet all are denied basic human dignity and freedom. Victims can be abused in their own countries, or find themselves far from home and vulnerable and are held in service through force, threats, and fear; and

*WHEREAS*, we must join together as a nation to provide that safe haven by protecting victims and prosecuting traffickers. With improved victim identification, medical and social services, training for first responders, and increased public awareness, the men, women, and children who have suffered this scourge can overcome the bonds of modern slavery, receive protection and justice, and successfully reclaim their rightful independence; and

*WHEREAS*, fighting of human trafficking is a shared responsibility. This month, I urge all residents of Pharr, Texas to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking. Together, we can put an end to this ongoing civil rights violation.

*NOW THEREFORE*, I, Leopoldo "Polo" Palacios, Jr., Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission call upon the people of the city of Pharr to recognize the vital role we can play in ending Human Trafficking, and to observe this month with appropriate programs and activities and do hereby proclaim the month of January 2015 as:

## *"National Human Trafficking Prevention Month"*

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 22<sup>nd</sup> day of January 2015.

CITY OF PHARR

ATTEST:

\_\_\_\_\_  
Leopoldo "Polo" Palacios, Jr., Mayor

\_\_\_\_\_  
Hilda Pedraza, City Clerk

**City Engineer's  
Report  
January 22, 2015**

**Design Projects:**

**City of Pharr Bicycle Accessible Improvements**

Engineer has completed 90% of the design; 90% has been submitted to TxDOT for review. The environmental consultant is currently working on the environmental document for the project.

**City of Pharr Pedestrian Improvements Project – Ridge Road**

Field work and plans & specifications are currently underway.

**International Trade Center – Bridge**

Architect has submitted 100% of construction plans. A meeting with staff was held to review 100% plans.

**Owassa Road**

TxDOT has reviewed the environmental document for the project and has determined that the document is administratively complete. The document can now proceed to technical review.

**Construction Projects:**

**Egly & Sugar Drainage Detention Pond-Offsite Improvements**

We are currently advertising for this project and a bid opening has been scheduled for February 10, 2015.

**Moore Road Driveway at Pharr Police Department**

Contractor has completed about 95% of the project; Concrete Island has been completed. A small section of asphalt paving is pending to complete this project. Lumatec Lighting Services has been completed.

**Northside Park – Special Needs**

Contractor has completed work on the parking lot and is currently working on the installation of the Park Sign and the site grading. Installation of the playsets will begin soon.

**Single Machine Repaving Project 1<sup>st</sup> Year Program**

A bid opening was held on January 14, 2015. Recommendation to award contracts in on the agenda.

**South Pharr Sidewalk Improvements Project**

Construction of 5-foot sidewalk on E. Thomas Road between Cage Boulevard and Cesar Chavez Elementary has been completed. Contractor is about 90% complete with improvements along S. Cage Blvd. Stripping of crosswalks will begin soon.

**Traffic Signal at Sugar & Sioux Road**

We are currently advertising for this project and a bid opening has been scheduled for January 21, 2015

**Wastewater Treatment Plant – Secondary Clarifier No. 1 Replacement**

We are currently advertising for this project and a bid opening has been scheduled for January 23, 2015.



**Moore Road Driveway – Police Department**



**Northside Park – Special Needs**



**South Pharr Sidewalk Improvements Project**



**South Pharr Sidewalk Improvements Project**

**PHARR MUNICIPAL COURT**

**MONTHLY REPORT**

FISCAL YEAR, OCTOBER 2014 THROUGH SEPTEMBER 2015

**MONTH OF: DECEMBER 2014**

**TOTAL REVENUE**

	MONTH CURRENT	PRIOR YEAR	CURRENT	YEAR TO DATE PRIOR YEAR
FINES & ADM. ARREST(CITY)	\$64,943.83	\$91,956.59	\$ 187,453.92	\$246,178.90
STATE TAX	\$31,033.29	\$49,552.55	\$ 95,854.58	\$128,294.68
TECHNOLOGY	\$1,943.04	\$2,992.57	\$ 6,079.52	\$8,049.83
SECURITY	\$1,457.19	\$2,237.14	\$ 4,556.77	\$6,026.88
SEATBELT	\$43.50	\$234.45	\$ 257.50	\$690.41
JCM	\$2,255.89	\$2,522.82	\$ 7,084.56	\$5,255.87
SCOFFLAW	\$260.00		\$ 380.00	
COLL. AGY	\$170.86	\$465.19	\$ 610.44	\$1,079.09
<b>TOTAL</b>	<b>\$102,107.60</b>	<b>\$149,961.31</b>	<b>\$ 302,277.29</b>	<b>\$395,575.66</b>

**TRAFFIC:**

YEAR  
MONTHLY TO DATE

1. New Cases filed this month	970	2,190
2. Disposition prior to trial:		
Fined	745	2398
Cases Dismissed	68	146
3. Disposition at Trial		
Trial by Judge-Guilty:	2	5
Dismissed at Trial:	6	25
4. Cases Dismissed :		
a. After Drivers Safety Course	1	4
b. After Deferred Disposition	142	456
c. After Proof of Fin. Respons.	18	54
d. & Compliance Dismissal	40	184
<b>Total Cases Heard</b>	<b>1992</b>	<b>5462</b>

**NON-TRAFFIC CASE DISPOSITION(S):**

Cases cited this month	190	900
Number of guilty pleas (T/S)	312	1239
Dismissed - Dismissed at Trial	3	7
Deferred Disposition	5	22
Released to Border Patrol	16	49
Transferred to MHMR/Detox Unit	0	0
Other(Animal Control/City Ord.)	4	31
Fined	0	3
Dismissed	10	37
<b>Total Cases Heard:</b>	<b>540</b>	<b>2288</b>

**MUNICIPAL COURT  
CASES ISSUED**

		<u>CITATIONS ISSUED</u>	<u>CITATIONS FINED</u>
OCTOBER	2012	941	749
NOVEMBER	2012	803	676
DECEMBER	2012	590	547
JANUARY	2013	685	632
FEBRUARY	2013	600	718
MARCH	2013	498	643
APRIL	2013	910	710
MAY	2013	1114	771
JUNE	2013	1443	812
JULY	2013	1449	1017
AUGUST	2013	949	834
SEPTEMBER	2013	690	513
<b>TOTAL</b>		<b>10672</b>	<b>8622</b>

OCTOBER	2013	1138	467
NOVEMBER	2013	1270	612
DECEMBER	2013	1430	565
JANUARY	2014	1565	631
FEBRUARY	2014	1227	1082
MARCH	2014	1301	1966
APRIL	2014	1301	1095
MAY	2014	1069	2483
JUNE	2014	814	1962
JULY	2014	896	1169
AUGUST	2014	973	945
SEPTEMBER	2014	980	942
<b>TOTAL</b>		<b>13,964</b>	<b>13919</b>

OCTOBER	2014	721	832
NOVEMBER	2014	499	821
DECEMBER	2014	970	745
JANUARY	2015		
FEBRUARY	2015		
MARCH	2015		
APRIL	2015		
MAY	2015		
JUNE	2015		
JULY	2015		
AUGUST	2015		
SEPTEMBER	2015		
<b>TOTAL</b>		<b>2,190</b>	<b>2398</b>

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
CITY OF PHARR TAXES COLLECTED FOR:  
DECEMBER 2014**

**COMPARATIVE RATE OF COLLECTIONS**

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2014/2015	COLLECTED 2013/2014
2014 TAX ROLL	16,044,972.57	5,888,154.75	-	211,278.47	10,368,096.29	36.22%	37.81%
2013 & PRIOR YRS ROLLBACK	2,413,349.92	207,085.43	-	(7,850.79)	2,198,413.70	8.61%	7.08%
	-	-	-	-	-	#DIV/0!	63.65%
<b>TOTALS</b>	<b>18,458,322.49</b>	<b>6,095,240.18</b>	<b>-</b>	<b>203,427.68</b>	<b>12,566,509.99</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2014**

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	4,502,899.43	(3,073.54) CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	54,631.58	(1,327.00) PRIOR
PRIOR YEARS-P&I	17,519.20	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	10,045.76	
<b>TOTAL COLLECTIONS</b>	<b>4,585,095.97</b>	<b>(4,400.54)</b>
LESS TRANSFERRED	2,393,147.32	
LESS IN TRANSIT	2,186,312.95	
LESS DUE TO HCAD COMM. FEE	122.70	
LESS DUE TO CO TREASURER	5,513.00	
<b>BALANCE</b>	<b>-</b>	

-----AFFIDAVIT-----

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2014 IS CORRECT

*Pablo Paul Villarreal Jr.*  
\_\_\_\_\_  
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JANUARY 2015 A.D.

*Jose E. Jaramillo*  
\_\_\_\_\_  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**City of Pharr**  
**Sales Total Tax Analysis (2%) - Cash Basis**

MONTH	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Difference FY 14/15 - FY 13/14
	OCT.	\$ 929,360	\$ 759,706	\$ 859,104	\$ 954,528	\$ 1,095,758	\$ 1,095,399	1,175,133
NOV.	966,454	853,469	934,857	1,025,682	1,009,747	1,064,491	1,272,920	208,429
DEC.	1,031,223	713,001	884,556	914,194	1,065,676	1,151,064	1,255,599	104,534
JAN.	845,773	709,734	849,909	929,064	1,065,003	1,166,651		
FEB.	897,043	884,137	1,029,775	1,214,454	1,132,199	1,301,266		
MAR.	880,930	764,227	811,325	959,178	1,014,839	1,090,660		
APR.	827,859	867,908	857,093	979,239	1,033,280	1,120,837		
MAY	982,711	1,015,352	1,091,964	1,250,746	1,207,076	1,332,207		
JUN.	872,035	847,624	925,577	1,098,232	1,075,570	1,239,819		
JUL.	813,224	840,234	881,787	1,142,386	1,087,853	1,239,026		
AUG.	976,485	989,186	1,065,228	1,226,816	1,203,458	1,284,104		
SEP.	817,638	863,996	960,373	1,131,188	1,034,174	1,183,373		
<b>TOTAL</b>	<b>\$ 10,840,735</b>	<b>\$ 10,108,574</b>	<b>\$ 11,151,549</b>	<b>\$ 12,825,707</b>	<b>\$ 13,024,633</b>	<b>\$ 14,268,899</b>	<b>\$ 3,703,651</b>	<b>\$ 392,697</b>

**AVERAGE PER MONTH**

\$ 903,395    \$ 842,381    \$ 929,296    \$ 1,068,809    \$ 1,085,386    \$ 1,189,075    \$ 1,234,550

**INCREASE/(DECREASE) IN SALES TAX COLLECTION**

\$ (61,013)    \$ 86,915    \$ 139,513    \$ 16,577    \$ 103,689    \$ 392,697

**INCREASE FROM PREVIOUS YEAR**

-6.75%    10.32%    15.01%    1.55%    9.55%    11.86%

**BUDGET VS. ACTUAL VARIANCE ANALYSIS**

<b>Budget - YTD</b>	\$ 9,767,333	\$ 9,955,067	\$ 11,598,933	\$ 13,443,500	\$ 13,443,500	\$ 14,980,000
<b>Bud vs. Actual</b>	\$ 341,241	\$ 1,196,482	\$ 1,226,774	\$ (418,867)	\$ 825,399	\$ (11,276,349)
<b>% Difference</b>		10.73%	9.56%	-3.22%	5.78%	-304.47%

*\*NOT including \$500,000 audit adjustment in Mar 2011*

**City of Pharr**  
**Sales Tax Analysis - City & Prop Tax Relief (1.5%) - Cash Basis**

	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Difference FY 14/15 - FY 13/14
<b>MONTH</b>								
OCT.	\$ 697,020	\$ 569,780	\$ 644,328	\$ 715,896	\$ 821,818	\$ 821,549	\$ 881,349	\$ 59,800
NOV.	724,840	640,102	701,143	769,262	757,310	798,368	\$ 954,690	\$ 156,321
DEC.	773,417	534,751	663,417	685,645	799,257	863,298	\$ 941,699	\$ 78,401
JAN.	634,330	532,300	637,432	696,798	798,752	874,989		
FEB.	672,782	663,103	772,331	910,841	849,149	975,950		
MAR.	660,698	573,170	608,494	719,383	761,129	817,995		
APR.	620,894	650,931	642,820	734,429	774,960	840,628		
MAY	737,033	761,514	818,973	938,060	905,307	999,155		
JUN.	654,026	635,718	694,182	823,674	806,678	929,864		
JUL.	609,918	630,175	661,340	856,789	815,890	929,270		
AUG.	732,364	741,889	798,921	920,112	902,594	963,078		
SEP.	613,229	647,997	720,280	848,391	775,630	887,530		
<b>TOTAL</b>	<b>\$ 8,130,552</b>	<b>\$ 7,581,430</b>	<b>\$ 8,363,662</b>	<b>\$ 9,619,280</b>	<b>\$ 9,768,475</b>	<b>\$ 10,701,674</b>	<b>\$ 2,777,738</b>	<b>\$ 294,522</b>

**AVERAGE PER MONTH**

\$ 677,546    \$ 631,786    \$ 696,972    \$ 801,607    \$ 814,040    \$ 891,806    \$ 925,913

**INCREASE/(DECREASE) IN SALES TAX COLLECTION**

\$ (549,121)    \$ 782,231    \$ 1,255,619    \$ 149,195    \$ 933,199    \$ 294,522

**INCREASE FROM PREVIOUS YEAR**

-6.75%                      10.32%                      15.01%                      1.55%                      9.55%                      11.86%

**BUDGET VS. ACTUAL VARIANCE ANALYSIS**

<b>Budget - YTD</b>	\$ 7,325,500	\$ 7,466,300	\$ 8,699,200	\$ 10,082,625	\$ 10,082,625	\$ 11,235,000
<b>Bud vs. Actual</b>	\$ 255,930	\$ 897,362	\$ 920,080	\$ (314,150)	\$ 619,049	\$ (8,457,262)
<b>% Difference</b>	3.38%	10.73%	9.56%	-3.22%	5.78%	-304.47%

*\*NOT including \$500,000 audit adjustment in Mar 2011*

**City of Pharr**  
**Annual Sales Tax Activity Analysis FY 14/15 - GAAP Basis**

**Regular City Tax (1%)**

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>% Change</u>
October	\$ 627,799.50	\$ 575,532.10	\$ 52,267.40	9.08%
November	615,801.85	583,325.69	32,476.16	5.57%
December	0.00	650,633.14		
January	0.00	545,330.03		
February	0.00	560,418.71		
March	0.00	666,113.53		
April	0.00	619,909.50		
May	0.00	619,513.00		
June	0.00	642,052.07		
July	0.00	591,686.70		
August	0.00	587,566.25		
September	0.00	636,459.96		
Totals	\$ 1,243,601.35	\$ 7,278,540.65	\$ 84,743.56	7.31%

**Credit In Lieu of Property Tax (.5%)**

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>% Change</u>
October	\$ 313,899.75	\$ 287,766.05	\$ 26,133.70	9.08%
November	307,900.92	291,662.84	16,238.08	5.57%
December	0.00	325,316.57		
January	0.00	272,665.01		
February	0.00	280,209.35		
March	0.00	333,056.76		
April	0.00	309,954.75		
May	0.00	309,756.50		
June	0.00	321,026.04		
July	0.00	295,843.35		
August	0.00	293,783.13		
September	0.00	318,229.98		
Totals	\$ 621,800.67	\$ 3,639,270.32	\$ 42,371.78	7.31%

**PEDC (.5%)**

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>% Change</u>
October	\$ 313,899.75	\$ 287,766.05	\$ 26,133.70	9.08%
November	307,900.92	291,662.84	16,238.08	5.57%
December	0.00	325,316.57		
January	0.00	272,665.01		
February	0.00	280,209.35		
March	0.00	333,056.76		
April	0.00	309,954.75		
May	0.00	309,756.50		
June	0.00	321,026.04		
July	0.00	295,843.35		
August	0.00	293,783.13		
September	0.00	318,229.98		
Totals	\$ 621,800.67	\$ 3,639,270.32	\$ 42,371.78	7.31%

**Total Sales Tax (2%)**

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>FY 13/14 Budget</u>
October	\$ 1,255,599.00	\$ 1,151,064.20	\$ 104,534.80	\$ 1,120,291.67

November	1,231,603.69	1,166,651.37	64,952.32	1,120,291.67
December	-	1,301,266.27		
January	-	1,090,660.05		
February	-	1,120,837.41		
March	-	1,332,227.05		
April	-	1,239,819.00		
May	-	1,239,026.00		
June	-	1,284,104.14		
July	-	1,183,373.39		
August	-	1,175,132.50		
September	-	1,272,919.91		
<b>Totals</b>	<b>\$ 2,487,202.69</b>	<b>\$ 14,557,081.29</b>	<b>\$ 169,487.12</b>	<b>\$ 2,240,583.33</b>
			7.31%	

**FY 13/14 Cum Change**

\$ 52,267.40  
84,743.56

**FY 13/14 Cum Change**

\$ 26,133.70  
42,371.78

**FY 13/14 Cum Change**

\$ 26,133.70  
42,371.78

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**Actual vs. Budget**  
\$ 135,307.33

111,312.02

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\$	<b>246,619.36</b>	Total	1.65%
	184,964.52	City Portion	

## SALES TAX STATE COLLECTION RGV COMPARISON - JANUARY 2015

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2015 Payments To Date	2014 Payments To Date	% Change
<b>Rank Based on Current Month Activity</b>							
1	Mercedes	868,797.90	761,114.16	14.15%	868,797.90	761,114.16	14.15%
2	Edinburg	1,541,612.70	1,444,833.75	6.70%	1,541,612.70	1,444,833.75	6.70%
<b>3</b>	<b>Pharr</b>	<b>1,231,603.69</b>	<b>1,166,651.37</b>	<b>5.57%</b>	<b>1,231,603.69</b>	<b>1,166,651.37</b>	<b>5.57%</b>
4	McAllen	5,360,226.64	5,101,245.18	5.08%	5,360,226.64	5,101,245.18	5.08%
5	Mission	1,260,720.08	1,203,343.56	4.77%	1,260,720.08	1,203,343.56	4.77%
6	Brownsville	2,945,126.73	2,823,492.62	4.31%	2,945,126.73	2,823,492.62	4.31%
7	San Juan	267,401.37	259,359.05	3.10%	267,401.37	259,359.05	3.10%
8	Weslaco	916,960.46	892,054.55	2.79%	916,960.46	892,054.55	2.79%
9	Harlingen	1,685,419.93	1,712,421.42	-1.58%	1,685,419.93	1,712,421.42	-1.58%
10	Alamo	282,781.90	291,440.26	-2.97%	282,781.90	291,440.26	-2.97%

<b>Rank Based on Calendar Year 2015 To Date Activity</b>							
1	Mercedes	868,797.90	761,114.16	14.15%	868,797.90	761,114.16	14.15%
2	Edinburg	1,541,612.70	1,444,833.75	6.70%	1,541,612.70	1,444,833.75	6.70%
<b>3</b>	<b>Pharr</b>	<b>1,231,603.69</b>	<b>1,166,651.37</b>	<b>5.57%</b>	<b>1,231,603.69</b>	<b>1,166,651.37</b>	<b>5.57%</b>
4	McAllen	5,360,226.64	5,101,245.18	5.08%	5,360,226.64	5,101,245.18	5.08%
5	Mission	1,260,720.08	1,203,343.56	4.77%	1,260,720.08	1,203,343.56	4.77%
6	Brownsville	2,945,126.73	2,823,492.62	4.31%	2,945,126.73	2,823,492.62	4.31%
7	San Juan	267,401.37	259,359.05	3.10%	267,401.37	259,359.05	3.10%
8	Weslaco	916,960.46	892,054.55	2.79%	916,960.46	892,054.55	2.79%
9	Harlingen	1,685,419.93	1,712,421.42	-1.58%	1,685,419.93	1,712,421.42	-1.58%
10	Alamo	282,781.90	291,440.26	-2.97%	282,781.90	291,440.26	-2.97%

<b>HIDALGO COUNTY</b>	<b>12,542,875.09</b>	<b>11,856,513.92</b>	<b>5.47%</b>	<b>12,542,875.09</b>	<b>11,856,513.92</b>	<b>5.47%</b>
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<b>STATE TOTALS</b>	<b>401,852,769.39</b>	<b>375,148,894.16</b>	<b>6.65%</b>	<b>401,852,769.39</b>	<b>375,148,894.16</b>	<b>6.65%</b>
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**City of Pharr**  
**Annual Sales Tax Activity Analysis FY 13/14- GAAP Basis**

**Regular City Tax (1%)**

	<u>FY 13/14</u>	<u>FY 12/13</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 12/13 Cum Change</u>
October	\$ 575,532.10	\$ 532,838.03	\$ 42,694.07	8.01%	\$ 42,694.07
November	583,325.69	532,501.58	50,824.11	9.54%	93,518.18
December	650,633.14	566,099.42	84,533.72	14.93%	178,051.90
January	545,330.03	507,419.45	37,910.58	7.47%	215,962.48
February	560,418.71	516,640.11	43,778.59	8.47%	259,741.07
March	666,113.53	603,537.88	62,575.65	10.37%	322,316.72
April	619,909.50	537,785.19	82,124.31	15.27%	404,441.03
May	619,513.00	543,926.65	75,586.36	13.90%	480,027.38
June	642,052.07	601,729.22	40,322.85	6.70%	520,350.24
July	591,686.70	517,086.83	74,599.86	14.43%	594,950.10
August	587,566.25	547,699.43	39,866.82	7.28%	634,816.93
September	636,459.96	532,245.66	104,214.30	19.58%	739,031.22
<b>Totals</b>	<b>\$ 7,278,540.65</b>	<b>\$ 6,539,509.43</b>	<b>\$ 739,031.22</b>	<b>11.30%</b>	

**Credit In Lieu of Property Tax (.5%)**

	<u>FY 13/14</u>	<u>FY 12/13</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 12/13 Cum Change</u>
October	\$ 287,766.05	\$ 266,419.01	\$ 21,347.04	8.01%	\$ 21,347.04
November	291,662.84	266,250.79	25,412.05	9.54%	46,759.09
December	325,316.57	283,049.71	42,266.86	14.93%	89,025.95
January	272,665.01	253,709.73	18,955.29	7.47%	107,981.24
February	280,209.35	258,320.06	21,889.30	8.47%	129,870.54
March	333,056.76	301,768.94	31,287.82	10.37%	161,158.36
April	309,954.75	268,892.60	41,062.16	15.27%	202,220.51
May	309,756.50	271,963.32	37,793.18	13.90%	240,013.69
June	321,026.04	300,864.61	20,161.43	6.70%	260,175.12
July	295,843.35	258,543.42	37,299.93	14.43%	297,475.05
August	293,783.13	273,849.71	19,933.41	7.28%	317,408.46
September	318,229.98	266,122.83	52,107.15	19.58%	369,515.61
<b>Totals</b>	<b>\$ 3,639,270.32</b>	<b>\$ 3,269,754.71</b>	<b>\$ 369,515.61</b>	<b>11.30%</b>	

**PEDC (.5%)**

	<u>FY 13/14</u>	<u>FY 12/13</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 12/13 Cum Change</u>
October	\$ 287,766.05	\$ 266,419.01	\$ 21,347.04	8.01%	\$ 21,347.04
November	291,662.84	266,250.79	25,412.05	9.54%	46,759.09
December	325,316.57	283,049.71	42,266.86	14.93%	89,025.95
January	272,665.01	253,709.73	18,955.29	7.47%	107,981.24
February	280,209.35	258,320.06	21,889.30	8.47%	129,870.54
March	333,056.76	301,768.94	31,287.82	10.37%	161,158.36
April	309,954.75	268,892.60	41,062.16	15.27%	202,220.51
May	309,756.50	271,963.32	37,793.18	13.90%	240,013.69
June	321,026.04	300,864.61	20,161.43	6.70%	260,175.12
July	295,843.35	258,543.42	37,299.93	14.43%	297,475.05
August	293,783.13	273,849.71	19,933.41	7.28%	317,408.46
September	318,229.98	266,122.83	52,107.15	19.58%	369,515.61
<b>Totals</b>	<b>\$ 3,639,270.32</b>	<b>\$ 3,269,754.71</b>	<b>\$ 369,515.61</b>	<b>11.30%</b>	

**Total Sales Tax (2%)**

	<u>FY 13/14</u>	<u>FY 12/13</u>	<u>\$ Change</u>	<u>FY 13/14 Budget</u>	<u>Actual vs. Budget</u>
October	\$ 1,151,064.20	\$ 1,065,676.05	\$ 85,388.15	\$ 1,120,291.67	\$ 30,772.53
November	1,166,651.37	1,065,003.16	101,648.21	1,120,291.67	46,359.70
December	1,301,266.27	1,132,198.83	169,067.44	1,120,291.67	180,974.60
January	1,090,660.05	1,014,838.90	75,821.15	1,120,291.67	(29,631.62)
February	1,120,837.41	1,033,280.22	87,557.19	1,120,291.67	545.74
March	1,332,227.05	1,207,075.76	125,151.29	1,120,291.67	211,935.38
April	1,239,819.00	1,075,570.38	164,248.62	1,120,291.67	119,527.33
May	1,239,026.00	1,087,853.29	151,172.71	1,120,291.67	118,734.33
June	1,284,104.14	1,203,458.43	80,645.71	1,120,291.67	163,812.47
July	1,183,373.39	1,034,173.66	149,199.73	1,120,291.67	63,081.72
August	1,175,132.50	1,095,398.85	79,733.65	1,120,291.67	54,840.83
September	1,272,919.91	1,064,491.32	208,428.59	1,120,291.67	152,628.24
<b>Totals</b>	<b>\$ 14,557,081.29</b>	<b>\$ 13,079,018.85</b>	<b>\$ 1,478,062.44</b>	<b>\$ 13,443,500.00</b>	<b>\$ 1,113,581.29</b>



**City of Pharr**  
**Annual Sales Tax Activity Analysis FY 12/13 - GAAP Basis**

**Regular City Tax (1%)**

	<u>FY 12/13</u>	<u>FY 11/12</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 12/13 Cum Change</u>
October	\$ 532,838.03	\$ 457,096.97	\$ 75,741.06	16.57%	\$ 75,741.06
November	532,501.58	464,532.23	67,969.35	14.63%	143,710.41
December	566,099.42	607,227.03	(41,127.61)	-6.77%	102,582.79
January	507,419.45	479,588.80	27,830.65	5.80%	130,413.44
February	516,640.11	489,619.52	27,020.59	5.52%	157,434.04
March	603,537.88	625,373.10	(21,835.22)	-3.49%	135,598.82
April	537,785.19	549,115.89	(11,330.70)	-2.06%	124,268.12
May	543,926.65	571,192.93	(27,266.29)	-4.77%	97,001.84
June	601,729.22	613,408.23	(11,679.01)	-1.90%	85,322.83
July	517,086.83	565,593.77	(48,506.94)	-8.58%	36,815.89
August	547,699.43	547,878.92	(179.49)	-0.03%	36,636.40
September	532,245.66	504,873.35	27,372.31	5.42%	64,008.71
<b>Totals</b>	<b>\$ 6,539,509.43</b>	<b>\$ 6,475,500.72</b>	<b>\$ 64,008.71</b>	<b>0.99%</b>	

**Credit In Lieu of Property Tax (.5%)**

	<u>FY 12/13</u>	<u>FY 11/12</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 12/13 Cum Change</u>
October	\$ 266,419.01	\$ 228,548.49	\$ 37,870.53	16.57%	\$ 37,870.53
November	266,250.79	232,266.12	33,984.68	14.63%	71,855.20
December	283,049.71	303,613.52	(20,563.81)	-6.77%	51,291.40
January	253,709.73	239,794.40	13,915.33	5.80%	65,206.72
February	258,320.06	244,809.76	13,510.30	5.52%	78,717.02
March	301,768.94	312,686.55	(10,917.61)	-3.49%	67,799.41
April	268,892.60	274,557.94	(5,665.35)	-2.06%	62,134.06
May	271,963.32	285,596.47	(13,633.14)	-4.77%	48,500.92
June	300,864.61	306,704.11	(5,839.51)	-1.90%	42,661.41
July	258,543.42	282,796.88	(24,253.47)	-8.58%	18,407.95
August	273,849.71	273,939.46	(89.75)	-0.03%	18,318.20
September	266,122.83	252,436.68	13,686.16	5.42%	32,004.35
<b>Totals</b>	<b>\$ 3,269,754.71</b>	<b>\$ 3,237,750.36</b>	<b>\$ 32,004.35</b>	<b>0.99%</b>	

**PEDC (.5%)**

	<u>FY 12/13</u>	<u>FY 11/12</u>	<u>\$ Change</u>	<u>% Change</u>	<u>FY 12/13 Cum Change</u>
October	\$ 266,419.01	\$ 228,548.49	\$ 37,870.53	16.57%	\$ 37,870.53
November	266,250.79	232,266.12	33,984.68	14.63%	71,855.20
December	283,049.71	303,613.52	(20,563.81)	-6.77%	51,291.40
January	253,709.73	239,794.40	13,915.33	5.80%	65,206.72
February	258,320.06	244,809.76	13,510.30	5.52%	78,717.02
March	301,768.94	312,686.55	(10,917.61)	-3.49%	67,799.41
April	268,892.60	274,557.94	(5,665.35)	-2.06%	62,134.06
May	271,963.32	285,596.47	(13,633.14)	-4.77%	48,500.92
June	300,864.61	306,704.11	(5,839.51)	-1.90%	42,661.41
July	258,543.42	282,796.88	(24,253.47)	-8.58%	18,407.95
August	273,849.71	273,939.46	(89.75)	-0.03%	18,318.20
September	266,122.83	252,436.68	13,686.16	5.42%	32,004.35
<b>Totals</b>	<b>\$ 3,269,754.71</b>	<b>\$ 3,237,750.36</b>	<b>\$ 32,004.35</b>	<b>0.99%</b>	

**Total Sales Tax (2%)**

	<u>FY 12/13</u>	<u>FY 11/12</u>	<u>\$ Change</u>	<u>FY 12/13 Budget</u>	<u>Actual vs. Budget</u>
October	\$ 1,065,676.05	\$ 914,193.94	\$ 151,482.11	\$ 1,120,291.67	\$ (54,615.62)
November	1,065,003.16	929,064.46	135,938.70	1,120,291.67	(55,288.51)
December	1,132,198.83	1,214,454.06	(82,255.23)	1,120,291.67	11,907.16
January	1,014,838.90	959,177.60	55,661.30	1,120,291.67	(105,452.77)
February	1,033,280.22	979,239.03	54,041.19	1,120,291.67	(87,011.45)
March	1,207,075.76	1,250,746.20	(43,670.44)	1,120,291.67	86,784.09
April	1,075,570.38	1,098,231.77	(22,661.39)	1,120,291.67	(44,721.29)
May	1,087,853.29	1,142,385.86	(54,532.57)	1,120,291.67	(32,438.38)
June	1,203,458.43	1,226,816.45	(23,358.02)	1,120,291.67	83,166.76
July	1,034,173.66	1,131,187.53	(97,013.87)	1,120,291.67	(86,118.01)
August	1,095,398.85	1,095,757.84	(358.99)	1,120,291.67	(24,892.82)
September	1,064,491.32	1,009,746.70	54,744.62	1,120,291.67	(55,800.35)
<b>Totals</b>	<b>\$ 13,079,018.85</b>	<b>\$ 12,951,001.44</b>	<b>\$ 128,017.41</b>	<b>\$ 13,443,500.00</b>	<b>\$ (364,481.15)</b>

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
TUESDAY, DECEMBER 2, 2014 AT 5:00 P.M.  
118 SOUTH CAGE 2<sup>ND</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, December 2, 2014 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Pro-Tem Adan Farias  
Comm. Arturo Cortez  
Comm. Oscar Elizondo, Jr.  
Comm. Edmund Maldonado, Jr.  
Comm. Aquiles Garza

**BOARD OF COMMISSIONERS ABSENT:** Mayor Leopoldo Palacios Jr.  
Comm. Roberto Carrillo

**STAFF PRESENT:** Fred Sandoval, City Manager  
David Garza, Asst. City Mgr./Utilities Dir.  
Hilda Pedraza, City Clerk  
Javier Rodriguez, C.D. Director  
Juan Guerra, Chief Financial Officer  
Ruben Villescas, Police Chief  
Frank Marin, Parks & Recreation Dir.  
Roy Garcia, Public Works Director  
Fred Brouwen, Director of Operations  
Edward Wylie, Pharr Dev. Services Dir.  
Adolfo Garcia, Library Director  
Raul Garza, Admin. Services Director  
Gary Rodriguez, Public Information Officer  
Roel Garza, Athletics Director  
Roy S. Garcia, Pharr Events Center  
Tony Sandoval, EDC Asst. Director  
Sergio Contreras, External Affairs Dir.

**CITY ATTORNEY** Michael Pruneda, City Attorney  
**CITY ENGINEER** Bill Ueckert, City Engineer

**ITEM 1 CALL TO ORDER:**

Mayor Pro-Tem Farias called the meeting to order at 5:17 p.m. Roll Call established a quorum.

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

Comm. Cortez **moved** to excuse Mayor Palacios and Comm. Carrillo for being absent. Comm. Elizondo seconded the motion and when put to a vote, it carried unanimously.

## **B) PLEDGE OF ALLEGIANCE / INVOCATION**

Ruben Villescas, Police Chief, led in the pledge of allegiance and said the prayer.

## **ITEM 2 CITY MANAGER'S REPORTS:**

- A) City Engineer's Report – Bill Ueckert
- B) City Events of Interest
- C) Legislative/Project Update

Mayor Pro-Tem Farias introduced the item.

Fred Sandoval, City Manager, stated the City Engineer was present and any questions on projects could be entertained at this time.

Comm. Garza requested an update on the entrance at the Produce District Park Subdivision.

Bill Ueckert, City Engineer, reported a couple of letters had been sent to the contractor requesting they complete the driveway but had not received a response. He stated he would be following up with a certified third letter demanding that they complete the project. He also stated the County was experiencing problems with the same contractor and the sub-contractor had to complete their project. Fred Sandoval, City Manager, stated the project has been closed out and suggested we might go after his bid bond and have the project completed by the city.

David Garza, Assistant City Manager, reported two manhole cave-ins occurred since the Thanksgiving holiday. One manhole was at the intersection of Juarez Street and Cypress Street where a contractor was used to do the repairs due to it being 18 ft. deep and the other cave-in occurred on West Moore Road off of Cage Blvd. He stated Public Utilities would be working on this manhole tomorrow, December 3, 2014 and West Moore Road would be closed to thru traffic beginning at 8:00 a.m. until the repairs are completed. Mr. Garza asked the public to stay away from the area until repairs are complete as it was a critical situation.

Comm. Elizondo stated he attended a meeting with Valley Interfaith Church last night where citizens voiced their concerns with trash in the alleys. He stated the city has done tremendous educational cleaning efforts but residents still throw trash everywhere. He requested that the City starts issuing warnings and citations throughout the entire city to keep it clean. He also stated discussions had also taken place to disseminate

informational packets to new homeowners to keep the city's gutters and easements clean.

Comm. Cortez asked the community to keep their alleys clean and their brush in the proper location to be picked up by Waste Management.

Fred Sandoval, City Manager, suggested that public service announcements by Channel 12 be made specifically to address these issues. He stated by continuing the beautification educational process and addressing city ordinances, the public would be aware of their responsibilities therefore complying with code.

Gary Rodriguez, Public Information Officer, stated he would create additional information and use positive reinforcement to keep the City of Pharr the cleanest city in the Rio Grande Valley.

Comm. Elizondo asked for a status on areas to be fixed and the golf course marketing campaign.

Raul Garza, Golf Course Director, reported a survey had been conducted with the Winter Texans which resulted in the Tierra Del Sol Golf Course being voted as their favorite golf course in 2014 and stated some of the comments received had been very positive. He further stated a market strategy meeting was held today where marketing concepts were put together on advertisements.

Fred Sandoval, City Manager, reported the Christmas Fiesta and Lighted Parade would take place on Saturday, December 6, 2014 with the parade starting at 6:00 p.m. followed by the lighting of the tree at 7:00 p.m.

Fred Sandoval, City Manager, also reported an event for Lieutenant Governor Elect Dan Patrick would be held tomorrow from 5:00 pm to 6:00 pm at the Pharr Economic Development Corporation offices where he will be speaking about the City's legislative agenda. He stated an invitation had been extended to PSJA community leaders and Hidalgo County Precinct 2.

**ITEM 3      **CONSENT AGENDA:** *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)***

**A) CONSIDERATION AND ACTION, IF ANY, ON PLANNING & ZONING CASES:**

**PUBLIC HEARING**

1. Diane E. Borchardt, representing SBA 2012 TC Assets, LLC, requested a Conditional Use Permit to allow a cellular tower in an Agricultural Open-Space District (A-O). The property is legally described as 0.06 acres of land, more or less, out of Lot 293, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5712 South Cage Boulevard.
2. Perez Consulting Engineers, representing Clark-Knapp Properties, Ltd., owner, requested for a change of zone from an Agricultural Open-Space District (A-O) to a General Business District (C). The property is legally described as a tract of land containing 4.00 acres of land, being a part or portion of Lot 170, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block West of Polk Avenue.
3. John Joseph Jailor and Robert D. Hinshaw, d/b/a Nomad Shrine Club, requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1-5, Palm Valley Gardens Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1044 West Nolana.
4. Manuel Salazar d/b/a Beer Barn is requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lots 31 and 32, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 230 West State Avenue.
5. Gabriela's Heavenly Wings d/b/a Wingstop Restaurant, requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2211 South Cage Boulevard, Suite 105.

Mayor Pro-Tem Farias introduced items 3A (1) through 3A (5) and stated no one had signed up to speak during the public hearing portion of the meeting.

Comm. Elizondo **moved** to approve all items under the consent agenda. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2014-57 is filed with the City Clerk's Office.

**REGULAR AGENDA – OPEN SESSION:**

**ITEM 4 ORDINANCES AND RESOLUTIONS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING  
ORDINANCE NO. O-2001-28 SECTION 2(A) REGARDING HOME  
CHILD DAYCARE WITH SPECIAL PROVISIONS**

Fred Sandoval, City Manager, introduced the item and stated this was the third and final reading of the ordinance and recommended approval.

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

Ordinance No. O-2014-58 is filed with the City Clerk's Office.

**ITEM 5 ADMINISTRATIVE:**

**A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY  
MANAGER TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF  
SUGAR AND SIOUX ROAD TRAFFIC SIGNAL**

Fred Sandoval, City Manager, introduced the item and stated this was an ongoing request from citizens that a traffic signal was needed at this location. He added the engineering and warrant for this light had been validated and recommended approval with a caveat that a warrant study be done at the intersection of Eldora and Sugar Road.

Mayor Pro-Tem asked for the timeline of project completion. Bill Ueckert, City Engineer, stated the plans were completed and bids were scheduled to open in January 2015 and project completion would be approximately three (3) months.

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

**ITEM 6 CONTRACTS/AGREEMENTS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON PRELIMINARY  
MEMORANDUM OF UNDERSTANDING BETWEEN PSJA PROMISE  
ZONE, PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL  
DISTRICT, CITY OF PHARR, CITY OF ALAMO, CITY OF SAN JUAN,  
AND SOUTH TEXAS COLLEGE**

Fred Sandoval, City Manager, introduced the item and briefly explained PSJA ISD had commenced the process and stated it was a good opportunity for the city to work together and help them achieve this designation. He further recommended approval.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING WITH ALTERNATIVE GENERATION FOR THE INSTALLATION OF AN ECO-PARK FOR THE TREATMENT OF SOLID WASTE AND WASTEWATER**

Fred Sandoval, City Manager, introduced the item and stated the company had proprietary science of converting solid waste into energy. He also stated they had a couple of working models in Mexico where one is located in our Sister City of Linares Nuevo Leon and recommended approval subject to legal review.

Comm. Cortez **moved** to approve subject to legal review. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

At this time Fred Sandoval, City Manager, stated they would deviate from the agenda and discuss item 6D. There was no objection.

**D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH THE WARREN GROUP FOR TENNIS COMPLEX**

Fred Sandoval, City Manager, introduced the item and stated this was an on-going project needing architectural work to continue moving forward and recommended approval.

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

**E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH THE WARREN GROUP FOR SPORT PARK COMPLEX (BASEBALL AND SOFTBALL)**

Fred Sandoval, City Manager, introduced the item and stated staff had been working on these projects as part of the sports tourism and recommended approval.

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

**F) CONSIDERATION AND ACTION, IF ANY, ON EXTENDING THE EMERGENCY SERVICE CONTRACT WITH MED-CARE SERVICES**

Fred Sandoval, City Manager, introduced the item and stated Med-Care has been providing good service and recommended approval of a two year extension.

Comm. Elizondo **moved** to approve a two year extension. Comm. Cortez seconded the motion and when put to a vote, it carried unanimously.

At this time, Fred Sandoval, City Manager, stated they would deviate from the agenda and go into closed session. There was no objection.

**ITEM 7 **CLOSED SESSION:** IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT WILL MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 4 – 7**

Mayor Palacios stated the time being 5:48 pm; the Board of Commissioners would be entering a 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 8 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN EXECUTIVE SESSION**

Mayor Palacios stated the time being 7:29 pm; the board had completed its closed session and would be resuming the open meeting.

**ITEM 6 C) CONSIDERATION AND ACTION, IF ANY, ON 380 INCENTIVE PROGRAM AGREEMENT WITH AURIEL INVESTMENTS**

Fred Sandoval, City Manager, introduced the item and recommended approval in the amount of \$75,000 to be distributed as discussed in closed session.

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

**ITEM 6 G) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN CITY OF PHARR AND SOUTH TEXAS COLLEGE FOR THE REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE**

Fred Sandoval, City Manager, introduced the item and recommended approval.

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

**ITEM 9 ADJOURNMENT:**

There being no other business to come before the board, Comm. Elizondo **moved** to adjourn. Comm. Cortez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 7:31 p.m.

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR.  
MAYOR

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

**ON THIS THE 2<sup>ND</sup> DAY OF DECEMBER, 2014** 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, 2<sup>nd</sup> 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:

**MINUTES**  
**BOARD OF COMMISSIONERS**  
**REGULAR CALLED MEETING**  
**TUESDAY, DECEMBER 16, 2014 AT 5:00 P.M.**  
**118 SOUTH CAGE 2<sup>ND</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, December 16, 2014 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Leopoldo Palacios Jr.  
Mayor Pro-Tem Adan Farias  
Comm. Arturo Cortez  
Comm. Roberto Carrillo  
Comm. Oscar Elizondo, Jr.  
Comm. Edmund Maldonado, Jr. (arrived at 6:36 pm)  
Comm. Aquiles Garza

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Fred Sandoval, City Manager  
David Garza, Asst. City Mgr./Utilities Dir.  
Hilda Pedraza, City Clerk  
Javier Rodriguez, C.D. Director  
Juan Guerra, Chief Financial Officer  
Ruben Villescascas, Police Chief  
Jaime Guzman, Fire Chief  
Frank Marin, Parks & Recreation Dir.  
Roy Garcia, Public Works Director  
Fred Brouwen, Director of Operations  
Edward Wylie, Pharr Dev. Services Dir.  
Adolfo Garcia, Library Director  
Raul Garza, Admin. Services Director  
Gary Rodriguez, Public Information Officer  
Jason Arms, I.T. Director  
Roel Garza, Athletics Director  
Roy S. Garcia, Pharr Events Center  
Tony Sandoval, EDC Asst. Director  
Sergio Contreras, External Affairs Dir.

**CITY ATTORNEY** Michael Pruneda, City Attorney  
**CITY ENGINEER** Dora Robles, MS, EIT, CFM

**ITEM 1 CALL TO ORDER:**

Mayor Palacios called the meeting to order at 6:14 p.m. Roll Call established a quorum.

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

Comm. Maldonado was not present at the time of roll call but arrived at 6:36 p.m.

**B) PLEDGE OF ALLEGIANCE / INVOCATION**

Javier Rodriguez led in the pledge of allegiance and Chief Ruben Villescás said the prayer.

**ITEM 2 CITY MANAGER'S REPORTS:**

- A) City Engineer's Report
- B) Submission of monthly report – Pharr Municipal Court
- C) Submission of November 2014 Tax Collection Report
- D) Submission of December 2014 Sales Tax Report
- E) City events of interest
- A) Legislative/Project Update

Mayor Palacios introduced the item.

Fred Sandoval, City Manager, stated the Dora Robles, MS, EIT, CFM, was present and any questions on projects could be entertained at this time.

Comm. Carrillo asked if contact was made with FJW to finalize the entrance at the Produce Park.

David Garza, Assistant City Manager, stated Javier Hinojosa from Hinojosa Engineering would be sending out a letter this week to FJW concerning the Produce Park entrance. He stated Mr. Hinojosa had spoken to the sub-contractor to get with FJW since the sub-contractor did not want to come in to complete the job. He further stated he had advised Mr. Hinojosa to place a deadline on the letter for completion of the project and if it is not completed on time then the city would go after their bond.

**ITEM 3 **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 NOVEMBER 18, 2014 – REGULAR CALLED MEETING AND NOVEMBER 24, 2014 – SPECIAL CALLED MEETING**

**B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER #1 IN THE AMOUNT OF \$55,044.00 FOR ADDITIONAL RUBBERIZED SURFACE OF THE PLAYGROUND EQUIPMENT FOR THE NORTHSIDE PARK SPECIAL NEEDS FACILITY (DR. LONG PARK)**

**C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 11 IN THE ADDITIONAL AMOUNT OF \$19,686.00 AND ADD 183 DAYS TO THE CONTRACT FOR THE WATER TREATMENT PLANT EXPANSION PROJECT**

**D) CONSIDERATION AND ACTION, IF ANY, ON PLANNING & ZONING CASES:**

**PUBLIC HEARING**

1. Blanca Lopez, d/b/a Rosita's Mexican Kitchen, requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as the S150' of Lots 9 and 10 and all of Lots 11, 12, 13, 14, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 915 West Ferguson.
2. Lauro E. Najera, manager for Nago Group, LLC. d/b/a Mangos Restaurant Bar and Terrazza, requested a 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 a tract of land out of Lot 151, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 700 West Ferguson Avenue.
3. Carlos Lopez, representing Inantel Texas, LP, owner, requested a change of zone from a Heavy Commercial District (H-C) to a Limited Industrial District (L-I). The property is legally described as 53.12 acres out of Lots 10, 11 and 12 of the Re-Subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1100 and 1600 Block of East Hi-Line Road.
4. Carlos Garza, AEC Engineering, LLC representing Fernando Cesar Lozano and Blanca Leticia Gutierrez Lozano, d/b/a Fermar Transport & Equipment, LLC, requested a change of zone from an Agricultural Open-Space District (A-O) and General Business District (C) to Heavy Commercial District (H-C). The property is legally described as a 0.44 acre tract of land out of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7210 South Cage Boulevard.

**PLATS:**

5. Javier Hinojosa Engineering, representing Inantel Texas, L.P., Carlos Lopez, Agent, requested preliminary plat approval of the proposed Master Subdivision Plat of Monarch Business Park Subdivision. The property is legally described as being 53.12 acres out of Lots 10, 11 and 12, of the Re-Subdivision of Closner Subdivision, Pharr, Hidalgo County, Texas. The property is located between 1100 and 1600 Block of East Hi-Line Road.

Mayor Palacios introduced items 3A through 3D (5) and stated one person had signed up to speak. At this time, Mayor Palacios opened the public hearing and called upon Mr. Roberto Castillo. Mr. Castillo was not present therefore, the public hearing was closed.

Comm. Carrillo **moved** to approve items 3A through 3D (5) under the consent agenda. Comm. Cortez seconded the motion and when put to a vote, it carried unanimously.

Ordinance Nos. O-2014-59 and O-2014-60 are filed with the City Clerk's Office.

**REGULAR AGENDA – OPEN SESSION:**

**ITEM 4 ORDINANCES AND RESOLUTIONS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING THE POSITION OF DEPUTY CITY MANAGER**

Fred Sandoval, City Manager, introduced the item and stated this was a personnel item and would be discussed in closed session. There was no objection.

**B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CANCELLING/RESCHEDULING THE CITY COMMISSION MEETING OF JANUARY 6, 2015**

Fred Sandoval, City Manager, introduced the item and stated due to the holidays and the office being short staffed, he recommended the meeting be rescheduled to Thursday, January 8, 2015 at 12:00 noon.

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

Resolution No. R-2014-74 is filed with the City Clerk's Office.

**ITEM 5 ADMINISTRATIVE:**

**A) CONSIDERATION AND ACTION, IF ANY, ON REQUEST BY LAURO E. NAJERA, D/B/A MANGOS RESTAURANT BAR & TERRAZZA FOR A MIXED BEVERAGE LATE HOURS PERMIT AT 700 W. FERGUSON AVENUE**

Fred Sandoval, City Manager, introduced the item.

Comm. Cortez **moved** to approve. Comm. Farias seconded the motion and when put to a vote it carried unanimously.

**B) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF PHARR POLICE SELECTIVE TRAFFIC ENFORCEMENT POLICY GP-2014-0001**

Fred Sandoval, City Manager, introduced the item and stated this was a requirement for the new TxDOT funding for the overtime used for traffic violations and recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, ON ADOPTION OF THE CITY OF PHARR 84<sup>TH</sup> LEGISLATIVE AGENDA**

Fred Sandoval, City Manager, introduced the item and stated he would like to get this document officially adopted to oversee the city's legislative movements. However, he stated the working documents sent to the committees and elected officials would be smaller and shorter.

Sergio Contreras, External Affairs Director, went over the 2015 legislative agenda and stated the legislative priorities would be public safety and border security, economic development, transportation and international trade, and education and workforce. He further stated the City of Pharr looks forward to working with the State of Texas to be treated as partner in keeping Texas great.

Comm. Garza recommended adding Law Enforcement for Excellence and Border Security. Comm. Farias also recommended to kept legislative agenda short and limit the priorities to improve the message.

Mr. Contreras also reported ten (10) Congressional Senators and House Representatives would be at the Food Bank this week to launch a one year campaign to engage in helping the needs of the hungry.

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

Comm. Maldonado arrived, the time being 6:35 p.m.

**D) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF WATER TREATMENT PLANT EXPANSION TO 19 MGD AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$351,203.34**

Fred Sandoval, City Manager, introduced the item and recommended approval.

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

**E) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON THE APPOINTMENT OF DEPUTY CITY MANAGERS**

Fred Sandoval, City Manager, introduced the item and stated a correction was needed in changing the wording from Deputy to Assistant and would be discussed in closed session.

**ITEM 6 CONTRACTS/AGREEMENTS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT WITH TEXAS SPORTSMAN TO PROMOTE AND MARKET TIERRA DEL SOL GOLF COURSE**

Fred Sandoval, City Manager, introduced the item and briefly stated the current contract with Texas Sportsman would be augmented to include the Golf Course and increase tournaments.

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

Comm. Garza asked that goals or parameters be tied into the contract to see if the contract is working out and to keep track of it.

Mayor Palacios voiced his concerns with increased personnel and cost of operations at the golf course. Comm. Carrillo stated he believes the city needs to invest in promoting the golf course and if results do not turn out favorable, the contract could be cancelled.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH BOB AND KAY KURCZEWSKI FOR THE USE OF THE JOSE "PEPE" SALINAS MEMORIAL CIVIC CENTER SMALL HALL TO CONDUCT A ROUND DANCE PROGRAM**

Fred Sandoval, City Manager, introduced the item and briefly stated this would be a program for senior adults and recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR HOUSING AUTHORITY FOR STORM WATER DETENTION FACILITY**

Fred Sandoval, City Manager, introduced the item. He stated he had received the Interlocal agreement and a letter from the Pharr Housing Authority outlining several changes and called upon Fernando Lopez for questions.

Fernando Lopez, Housing Authority, stated he was not aware of the item being on the agenda until today whereby he quickly composed and submitted a letter to the City in which he failed to include the proposed building would be a three story high-rise. He stated the building would be constructed south of Napper School and would be an 80-unit senior development. He further stated the city had contacted them about the flooding problems at Egly Street and Sugar Road and requested that the proposed

Interlocal agreement be changed from 80% to 100% to be paid by the City of Pharr and the parkland fees and building permit fees be waived. He added a portion of the property would be used for a detention pond to hold excess water until it recedes downstream and asked the board to consider his requests.

David Garza, Assistant City Manager, briefly explained the 80% - 20% was a split of \$33,000 for the excavation of the pipe for the detention pond.

Comm. Carrillo asked staff if the detention pond had been required when the new section of the Housing Authority was built which contributed to the flooding problems. David Garza, Assistant City Manager, explained a portion of the project for the detention pond had not been done and now the city was working with the Housing Authority to get it fixed.

Fred Sandoval, City Manager, explained when the Housing Authority does a project, it is a sister organization of the city and it puts a burden on the City. He stated the city has to provide the water, sewer drainage, and upkeep of the streets for as long as the project is in place.

Fernando Lopez, Pharr Housing Authority, stated he was advised today that the closing date of the project had been delayed to the latter part of February to begin construction in March 2015.

After a lengthy discussion concerning the detention pond and the flooding problems, Comm. Carrillo **moved** to approve 100% of the excavation of the detention pond and waive the park and building permit fees of approximately \$30,000. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously with one abstention. Comm. Cortez abstained from voting.

**D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH BOOKEM NANO LLC FOR ENTERTAINMENT AND SHOWCASE ENTERTAINMENT GROUP FOR HUBPHEST ON APRIL 9-11, 2015**

Fred Sandoval, City Manager, introduced the item and stated this item would be discussed in closed session. There was no objection.

**E) CONSIDERATION AND ACTION, IF ANY, ON SERVICE AGREEMENT WITH DOCTORS HOSPITAL AT RENAISSANCE, LTD FOR PHARR FIT HEALTHY CHALLENGE.**

Fred Sandoval, City Manager, introduced the item and recommended approval.

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

**F) CONSIDERATION AND ACTION, IF ANY, ON SERVICES AGREEMENT WITH SOUTH TEXAS HEALTH SYSTEM FOR SMOKING CESSATION PROGRAM FOR THE CITY OF PHARR.**

Fred Sandoval, City Manager, introduced the item.

David Garza, Assistant City Manager, briefly explained this program would cost approximately \$240 per employee and it was on a voluntary basis with a limit of twenty employees. He further stated the program was to help employees quit smoking and recommended approval.

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

**G) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF CODERED AGREEMENT**

Fred Sandoval, City Manager, introduced the item and recommended approval.

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

**ITEM 7 LEGAL:**

**A) CONSIDERATION AND ACTION, IF ANY, ON CITY OF PHARR V CITY OF ALAMO; CL-09-3347-D**

Fred Sandoval, City Manager, introduced the item and stated this item would be discussed in closed session. There was no objection.

**ITEM 8 **CLOSED SESSION:** IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT WILL MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 3 – 7**

Mayor Palacios stated the time being 7:10 pm; the Board of Commissioners would be entering a 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 9 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN EXECUTIVE SESSION**

Mayor Palacios stated the time being 8:01 pm; the board had completed its closed session and would be resuming the open meeting.

**ITEM 4 A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING THE POSITION OF DEPUTY CITY MANAGER**

Fred Sandoval, City Manager, re-introduced the item and recommended approval.

Comm. Carrillo moved to approve the first reading of the ordinance. Comm. Elizondo seconded the motion and when put to a vote, it carried unanimously.

**ITEM 5 E) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON THE APPOINTMENT OF ASSISTANT CITY MANAGERS**

Fred Sandoval, City Manager, re-introduced the item and stated no action was needed.

**ITEM 6 D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH BOOKEM NANO LLC FOR ENTERTAINMENT AND SHOWCASE ENTERTAINMENT GROUP FOR HUBPHEST ON APRIL 9-11, 2015**

Fred Sandoval, City Manager, re-introduced the item and stated the showcase groups would be Randy Rogers, Easton Corbin and Los Tigeres Del Norte.

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

**ITEM 7 A) CONSIDERATION AND ACTION, IF ANY, ON CITY OF PHARR V CITY OF ALAMO; CL-09-3347-D**

Fred Sandoval, City Manager, re-introduced the item and recommended approval as per legal.

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

**ITEM 11 ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo moved to adjourn. Comm. Farias seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 8:04 p.m.

CITY OF PHARR

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LEOPOLDO "POLO" PALACIOS, JR.  
MAYOR

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

**ON THIS THE 16<sup>TH</sup> DAY OF DECEMBER, 2014** 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, 2<sup>nd</sup> 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:

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR-SPECIAL CALLED MEETING  
THURSDAY, JANUARY 8, 2015 AT 12:00 NOON  
118 SOUTH CAGE 2<sup>ND</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular-Special Called Meeting on Thursday, January 8, 2015 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Leopoldo Palacios Jr.  
Mayor Pro-Tem Adan Farias  
Comm. Arturo Cortez  
Comm. Roberto Carrillo (arrived at 12:17 pm)  
Comm. Oscar Elizondo, Jr.  
Comm. Edmund Maldonado, Jr.  
Comm. Aquiles Garza

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Fred Sandoval, City Manager  
David Garza, Asst. City Mgr./Utilities Dir.  
Hilda Pedraza, City Clerk  
Sonia H. Padron, Asst. City Clerk  
Javier Rodriguez, C.D. Director  
Juan Guerra, Chief Financial Officer  
Ruben Villescascas, Police Chief  
Jaime Guzman, Fire Chief  
Frank Marin, Parks & Recreation Dir.  
Roy Garcia, Public Works Director  
Fred Brouwen, Director of Operations  
Edward Wylie, Pharr Dev. Services Dir.  
Adolfo Garcia, Library Director  
Raul Garza, Admin. Services Director  
Gary Rodriguez, Public Information Officer  
Jason Arms, I.T. Director  
Roel Garza, Athletics Director  
Roy S. Garcia, Pharr Events Center  
Tony Sandoval, EDC Asst. Director  
Sergio Contreras, External Affairs Dir.

**CITY ATTORNEY  
CITY ENGINEER**

Michael Pruneda, City Attorney  
Bill Ueckert, City Engineer

**ITEM 1 CALL TO ORDER:**

Mayor Palacios called the meeting to order at 12:14 p.m. Roll Call established a quorum.

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

All present.

**B) PLEDGE OF ALLEGIANCE / INVOCATION**

Juan Guerra led in the pledge of allegiance and Ruben Villescascas said the prayer.

**ITEM 2 CITY MANAGER'S REPORTS:**

- A) City Engineer's Report – Bill Ueckert
- B) City Events of Interest
- C) Legislative/Project Update

Mayor Palacios introduced the item.

Fred Sandoval, City Manager, stated the City Engineer was present and any questions on projects could be entertained at this time.

Mayor Palacios stated he had been contacted by the owner of Nancy's Flower Shop who claimed she wanted to fix her business parking area but was informed she needed to hire an engineer to submit plans for the upgrade of the parking area. He asked why an engineer was needed to be hired for a parking lot improvement.

Bill Ueckert, City Engineer, stated he had not been approached by the owner but the status could be at the building permit process. He stated any improvements to a business needed to be done through a building permit and at that time a decision is made if an engineer is needed.

Roy Garcia, Director of Public Works, stated he had been aware of the issue and would be visiting the owner today.

Fred Sandoval, City Manager, reported the last Operation Clean Sweep was held on Ferguson (495) to the west and stated this year the events would be changed from Saturdays to Fridays and would become a City Hall on Call event. He stated the volunteer participation had decreased and by speaking with the managers it was determined that better participation could result by moving the events to Fridays. He stated he wanted to get away from the clean-up and do more of the compliance side. He also announced the next event was scheduled for January 30, 2015 with the combination of City Hall on Call. Mr. Sandoval further reported Public Works would be

having their annual rabies clinic on January 17, 2015 at their location on E. Ferguson and on January 24, 2015 at Escalante Middle School from 1:00 p.m. to 3:00 p.m.

Mayor Palacios stated he believes that the city's Operation Clean Sweep may not work if they were moved to Friday since many of the volunteers are students who would be at school that day. He asked for clarification on the proposed change.

Fred Sandoval, City Manager, explained the program was being changed to a two-day event to accommodate the volunteer groups on Saturdays and the students could be accommodated for a couple of hours during the school day on Fridays. He stated the students would be able to participate more readily with the school providing transportation, supervision and the program could be made a part of their community service.

At this time, Fred Sandoval, City Manager, called upon Roberto Leal to introduce the representatives from Mexico.

Roberto Tobias-Leal, Pharr International Liaison, introduced Dr. Francisco "Frank" Cordova, Sinaloa Tourism Secretary accompanied by Sergio Romero, Sister Cities Corridor Executive Secretary. He stated the visit was a result of a joint effort to work together with State of Sinaloa, City of Mazatlán, and the Pharr-Reynosa International Bridge on the new Interstate Corridor 40.

Mayor Palacios presented Dr. Francisco "Frank" Cordova and Sergio Romero with a Distinguished Citizen Certificate. Dr. Cordova thanked the Board for the invitation and recognition given to him on behalf of the Governor and citizens of Sinaloa.

Artemio "Chemo" Palacios, Bridge Board member, recognized Dr. Cordova for his service in the United States Army as a Captain in Special Forces and thanked him for his service to our country.

Sergio Contreras, External Affairs Director, gave an overview on the Legislative Update. He stated he had been in communication with the Lower Development Council of Governments to continue to have the City of Pharr in radar for new opportunities in 2015. He stated he was also in communication with Cameron County RMA to help identify additional revenues for a port to facilitate and provide efficiencies for our partners in the trade community. He stated he had met with Senator Eddie Lucio Jr. and Senator Juan Hinojosa to advocate on behalf of the City of Pharr giving them an overview of the Legislative Agenda. He further stated City Manager and himself had met with Congressman Filemon Vela and several elected officials from Cameron County to help identify opportunities for the City of Pharr and our port of entry. He stated he met with TxDOT in Austin to help identify additional revenues that would open up as soon as tomorrow. Mr. Contreras further reported he had attended the Texas Freight Advisor meeting in Austin to work on a freight plan which incorporates the different trade corridors along the border and identifies the different funding needs. He stated Comm. Farias is the current Texas Border Coalition Chairman and they both traveled along the

border carrying the Flag for the Coalition as they engage during the Legislative Session. He further stated they met with the new Mayor for the City of Laredo and their Interim City Manager to discuss the opportunities by providing synergies and relationships along border communities. He recently met with new incoming Secretary of State Judge Carlos Casco to discuss the the importance of TBIC and trade as they continue to address border security. He further stated he will be meeting with the Texas Border Coalition in Austin on Tuesday January 13, 2015 to insure the City of Pharr is placed on the table.

Fred Sandoval, City Manager, extended an invitation to the Commission to attend the launching of the City's virtual chamber and deployment of Pharr.Biz on Wednesday, January 14, 2015 from 8:00 a.m. to 2:00 p.m. at the Pharr Event Center. He further stated Frank Smith Toyota had been sold to Penske Toyota and the name would be changing to Toyota of Pharr and Hyundai of Pharr. He would notify them when the new ribbon cutting and grand opening would take place.

**ITEM 3** **CONSENT AGENDA:** *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

**A) CONSIDERATION AND ACTION, IF ANY, ON PLANNING & ZONING CASES:**

**PUBLIC HEARING**

1. Rolando Limon d/b/a Poncho's Restaurant, requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 7, Henderson Plaza Subdivision Phase II, Pharr, Hidalgo County, Texas. The property's physical address is 808 North Cage Boulevard.
2. CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, requested renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 16.42 acre tract of land out of Lot 6, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road.
3. Dannenbaum Engineering Company, representing Charles Mueller, requested preliminary plat approval of the proposed Master Plat of Center on Ridge Road Subdivision. The property is legally described as being a 71.22 acre tract of land out of Lots 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located between the 400 and 1200 Block of West Ridge Road.
4. Sam Engineering & Surveying, representing Maria De La Luz Santana and Jose Luis Delgado, requested final plat approval of the proposed La Quinta Subdivision Replat Lots 52-55. The property is legally described as 0.752 acres being all of Lots 52-55 and the south portion of a 20 foot alley, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 5900 Block of South Cage

Boulevard.

5. M. Garcia Engineering, LLC, representing Bishop Daniel E. Flores, requested final plat approval of the proposed Saint Francis Xavier Cabrini Church Subdivision. The property is legally described as being a 5.00 acre tract of land out of Lot 340, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property has a physical address of 8001 South Cage Boulevard.

Mayor Palacios introduced items 3A (1) through 3A (5) and stated no one had signed up to speak during the public hearing portion of the meeting.

Comm. Farias **moved** to approve items 3A (1) through 3A (5) under the consent agenda. Comm. Garza seconded the motion and when put to a vote, it carried unanimously.

#### **REGULAR AGENDA – OPEN SESSION:**

#### **ITEM 4 ORDINANCES AND RESOLUTIONS:**

##### **A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING THE POSITION OF DEPUTY CITY MANAGER**

Fred Sandoval, City Manager, introduced the item and stated this was the second reading of the ordinance and it was to delineate between the Assistant City Manager and the Deputy City Manager. He further recommended approval.

Comm. Elizondo **moved** to approve the second reading of the ordinance. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

##### **B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING POLICE CHIEF TO SUBMIT A GRANT APPLICATION TO THE STATE OF TEXAS LOCAL BORDER SECURITY PROGRAM FY 2015 FOR BORDER SAFEGUARDING PROJECT**

Fred Sandoval, City Manager, introduced the item and recommended approval.

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

#### **ITEM 5 ADMINISTRATIVE:**

##### **A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF EGLY & SUGAR DRAINAGE DETENTION POND – OFFSITE IMPROVEMENTS**

Fred Sandoval, City Manager, introduced the item and briefly stated this was in fulfillment of the project being done in conjunction with the Pharr Housing Authority for off-site improvements and recommended approval.

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

**ITEM 6 CONTRACTS/AGREEMENTS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT BETWEEN KELLY MILLER CIRCUS AND PHARR FIRE DEPARTMENT**

Fred Sandoval, City Manager, introduced the item and stated the circus was contracted every year for a fundraiser and recommended approval.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT RATIFICATION WITH LUMATEC LIGHTING SERVICE FOR MATERIALS AND INSTALLATION OF DOWNTOWN LIGHTING**

Fred Sandoval, City Manager, introduced the item and stated this was an extension of the downtown lighting project. He stated the installation of decorative lights would continue along North Cage Boulevard to U.S. Expressway 83 and recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND TEXAS A&M UNIVERSITY FOR CITY COMPREHENSIVE PLAN UPDATE**

Fred Sandoval, City Manager, introduced the item and stated economic development studies were being incorporated to the Comprehensive Plan.

Edward Wylie, Development Services Director, stated he had approached a Texas A&M representative during an economic development training and gave him a proposal to update the City's comprehensive plan. He stated the plan would include the city's city limits and ETJ at a cost of under \$150,000 and it would be split in two fiscal years. He further recommended approval.

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

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

**ITEM 8 **CLOSED SESSION:** IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT WILL MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 3 – 7**

Mayor Palacios stated the time being 1:01 p.m.; the Board of Commissioners would be entering a 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 9 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN EXECUTIVE SESSION**

Mayor Palacios stated the time being 1:49 p.m.; the board had completed its closed session and would be resuming the open meeting.

**ITEM 7 LEGAL:**

- A) **CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE AND RATIFICATION OF AGREEMENT IN TML CLAIM NUMBER #1400217094, AND ALSO CITY OF PHARR V. ROSIE PEREZ D/B/A R&R; CAUSE NO. CL-11-0239-A, AND RELATED MATTERS**

Fred Sandoval, City Manager, introduced the item and recommended approval as discussed with legal.

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

- B) **CONSIDERATION AND ACTION, IF ANY, ON TOTAL COMMITMENT, LLC VS. RON ROCK, INDIVIDUAL DOING BUSINESS AS MASTERCRAFTERS CONSTRUCTION AND DEVELOPMENT, CITY OF PHARR, AND PHARR ECONOMIC DEVELOPMENT CORPORATION, II, CAUSE NO. C-501-11-G; AND RELATED MATTERS**

Fred Sandoval, City Manager, introduced the item and stated no action would be taken at this time.

**ITEM 10 ADJOURNMENT**

There being no other business to come before the board, Comm. Garza moved to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion

carried unanimously. Meeting adjourned at 1:51 p.m.

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR.  
MAYOR

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

**ON THIS THE 8<sup>TH</sup> DAY OF JANUARY, 2015** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR-SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> 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 ITEM REQUEST**

MEETING DATE: 1/22/15

INITIATED BY: Finance Dept/Juan Guerra DEPARTMENT: Finance Dept.

AGENDA ITEM: Request for Bids for Paving Machines

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Request for Bids

**BUDGET:**

EXPENDITURE REQUIRED: \$480,000

CURRENT BUDGET: \$480,000

ADDITIONAL FUNDING:

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: Juan G. Guerra DATE: 1/4/2015

**APPROVAL:**

DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSISTANT CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY MANAGER: *JG Guerra* DATE: 01/15/15

**STAFF RECOMMENDATION:**

To request for Bids for the Financing of Paving Machines



“Triple Crown City”



MAYOR  
Leo “Polo” Palacios, Jr.

COMMISSIONERS  
Arturo J. Cortez  
Roberto “Bobby” Carrillo  
Oscar Elozondo, Jr.  
Edmund Maldonado, Jr.  
Aquiles “Jimmy” Garza  
Adan Farias

CITY MANAGER  
Fred Sandoval

January 22, 2015

Executive Summary Letter

Conditional Use Permit **Renewal** for ABC – Carino's Italian Grill

Background:

Charles H. Mercer, d/b/a Carino's Italian Grill, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 13th renewal for Carino’s Italian Grill.

The property is located at 601 S. Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption.

harrCPD on C:\pdserver\Admin\MyFiles\CUPS\Renewal-Carino's Italian Grill



**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.  
**THROUGH:** FRED SANDOVAL, CITY MANAGER  
**DATE:** JANUARY 22, 2015  
**RE:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC  
FILE NO. CUP#021162 (CARINO'S ITALIAN GRILL)

**GENERAL INFORMATION:**

**APPLICANT:** Charles L. Mercer, d/b/a Carino's Italian Grill, 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 Lots 4A and 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 601 South Jackson Road.

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

**COMMENTS:**                      **CODE ENFORCEMENT**                      Recommends approval of the Conditional Use Permit. (See attached memo)

**FIRE MARSHAL:**                      Recommends approval of the Conditional Use Permit. (See attached memo)

**POLICE CHIEF:**

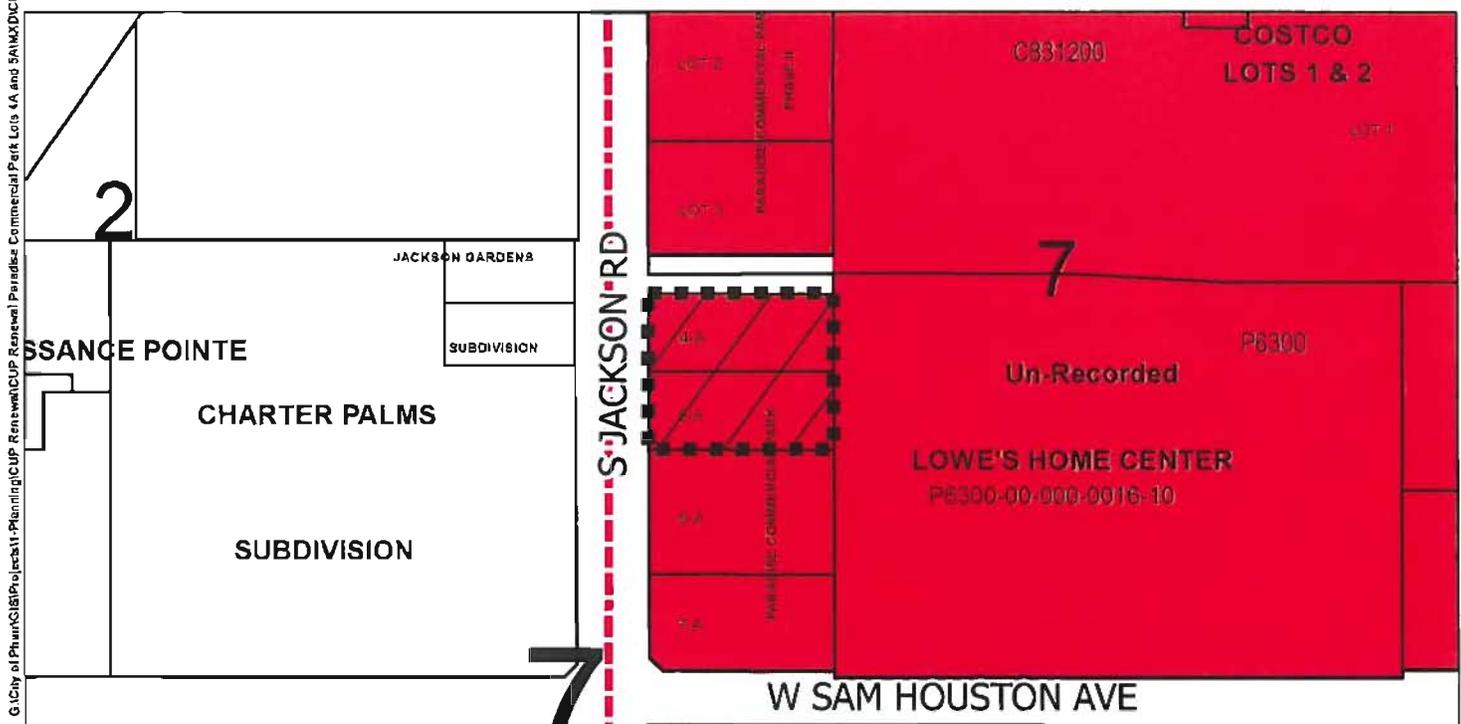
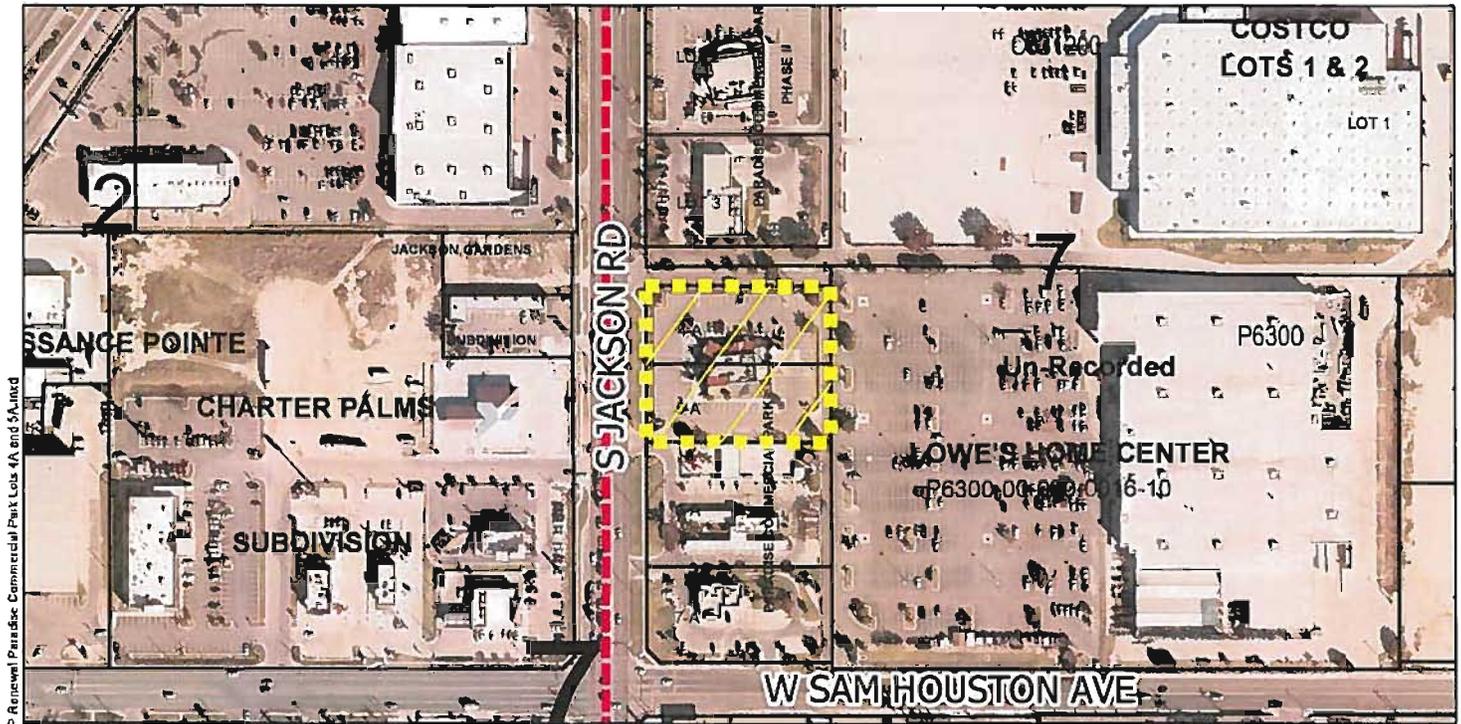
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING DEPT.:**

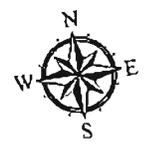
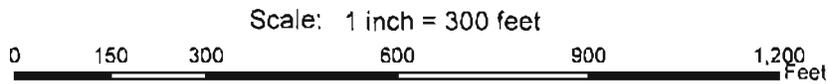
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING STAFF  
RECOMMENDATIONS:**

Planning Staff is recommending approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the conditions listed on the attached department reports.



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



**CITY OF PHARR  
COMMUNITY PLANNING & DEVELOPMENT  
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT  
INSPECTION FORM**

3807

OWNER/APPLICANT: Charles H. Moore PHONE: 956-283-1742  
 ADDRESS: 601 S. Jackson  
 TYPE OF BUSINESS: restaurant NAME OF BUSINESS: Cocina Italiana Bar 11  
 LEGAL: 4714511 SUBD.: Paradise Commercial Park

EXISTING BUILDING  YES  NO  
 IF YES, PREVIOUS TYPE OF OCCUPANCY(S) \_\_\_\_\_  
 MIXED OCCUPANCY  YES  NO  
 IF YES, TYPE OF ADJACENT OCCUPANCY(S) \_\_\_\_\_  
 CHANGE OF OCCUPANCY FROM PREVIOUS?  YES  NO  
 IS CHANGE OF WALL ASSEMBLY REQUIRED?  YES  NO  
 IS FIRE PROTECTION REQUIRED?  YES  NO  
 IF SO, WHAT TYPE? \_\_\_\_\_

**BUILDING STATUS/STRUCTURAL:**

1. FLOOR \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 2. WALLS: - EXTERIOR \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
               - INTERIOR \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. CEILING \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. ROOF \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**MEANS OF EGRESS:**

1. OCCUPANT LOAD (IF APPLICABLE) \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 2. NUMBER OF EXITS 3 \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. EXIT SIGNS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 5. DOOR HARDWARE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**ACCESSIBILITY:**

1. RESTROOMS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 2. PATH OF EGRESS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. RAMPS (HANDRAILS/GUARDS) \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. DOORS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**ELECTRICAL:**

1. SERVICE ENTRANCE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 2. SERVICE EQUIPMENT \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. WIRING SYSTEM \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. LIGHT FIXTURE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 5. RECEPTACLE OUTLETS (IF F.C.I. WHERE REQUIRED) \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**MECHANICAL:**

1. REGISTERS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 2. GRILL \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. DRAIN \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. EQUIPMENT \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**PLUMBING:**

1. P. TRAPS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 2. VENTS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. DRAINS \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. PLUMBING FIXTURES \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 5. WATER SERVICE LINE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 6. DISTRIBUTION LINES \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 7. GREASE TRAP (INTERCEPTOR/SEPARATOR) \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 8. BACKFLOW PREVENTION \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**WATER HEATER:**

1. LOCATION Outside Back Storage  OK \_\_\_\_\_ SUBSTANDARD  
 2. T.P. VALVE & DRAIN \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. SHUT-OFF VALVE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. VENT \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**GAS SYSTEM**

PREMISE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 GARBAGE CONTAINER \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**PASSED**  
  
**FAILED:**  
 \_\_\_\_\_  
**PASSED WITH CONDITIONS:**  
 \_\_\_\_\_  
**RE-INSPECT DATE:**  
 \_\_\_\_\_

**BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:**

- 1 At time of inspection, premise was found to be
- 2 in reasonable compliance with building codes
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

PREPARED BY: Edward E... DATE: 12/17/13  
 RECEIVED BY: Contreras DATE: 12-12-13

Please note: Owner/Applicant is responsible to contact the City of Pharr Community Planning & Development Dept. at 702-5399 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



Prevention Division  
118 S. Cage Blvd., 3rd Fl  
Pharr, Texas 78577  
Ph: 956-402-4400  
Fax: 956-475-3433  
fireprevention@pharrfd.net

December 10, 2014

CARINO'S ITALIAN GRILL  
601 S JACKSON RD  
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Dec 10, 2014 revealed no violations.



Inspection Note ANNUAL INSPECTION APPROVED

---

1602 ROGELIO RODRIGUEZ  
Inspector

---

Jacob Garza

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

DEC 10 2014

BY: Della @ 10/23



# Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751  
PH: (956) 784-7700 • FAX: (956)781-9163



To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 12/08/2014  
Re: Conditional use Permit Renewal for ABC – File No. CUP#021162 (Carino's Italian Grill)

Charles H. Mercer Jr., (TDL#01813164) d/b/a Carino's Italian Grill, has applied for 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 more fully described as follows:

Legal Description: Lots 4A and 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas  
Physical Address: 601 S. Jackson Rd.

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

### REPLY

Mr. Wylie, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tag's and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Signed: \_\_\_\_\_

Date: 12/08/2014

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

DEC 08 2014



## **INTEROFFICE MEMORANDUM**

**To:** MAYOR AND CITY COMMISSION

**From:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. #021162 (CARINO'S ITALIAN GRILL)

**DATE:** JANUARY 22, 2015

---

Charles H. Mercer, d/b/a Carino's Italian Grill, has applied for 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 more fully described as follows:

**Legal description:** Lots 4A and 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas.

**Physical address:** 601 South Jackson Road.

Planning staff is recommending approval of the renewal of the Conditional Use Permit provided site being in compliance with all City Ordinances and City Department requirements.



“Triple Crown City”



MAYOR  
Leo “Polo” Palacios, Jr.

COMMISSIONERS  
Arturo J. Cortez  
Roberto “Bobby” Carrillo  
Oscar Elozondo, Jr.  
Edmund Maldonado, Jr.  
Aquilés “Jimmy” Garza  
Adan Farias  
CITY MANAGER  
Fred Sandoval

Executive Summary Letter

January 22, 2015

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

Background:

Mauricio Jaramillo, d/b/a Regency Hall, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 11th renewal for Regency Hall.

The property is located at 207 E. Ferguson Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption.

PharrCPD on Cpdserver\Admin\MyFiles\CUPs\Renewal-Regency Hall



**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.  
**THROUGH:** FRED SANDOVAL, CITY MANAGER  
**DATE:** JANUARY 22, 2015  
**RE:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC  
FILE NO. CUP#041278 (REGENCY HALL)

**GENERAL INFORMATION:**

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

**LEGAL DESCRIPTION:** The property is legally described as Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 207 East Ferguson Avenue.

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

**COMMENTS:**                      **CODE ENFORCEMENT**                      Recommends approval of the Conditional Use Permit. (See attached memo)

**FIRE MARSHAL:**                      Recommends approval of the Conditional Use Permit. (See attached memo)

**POLICE CHIEF:**

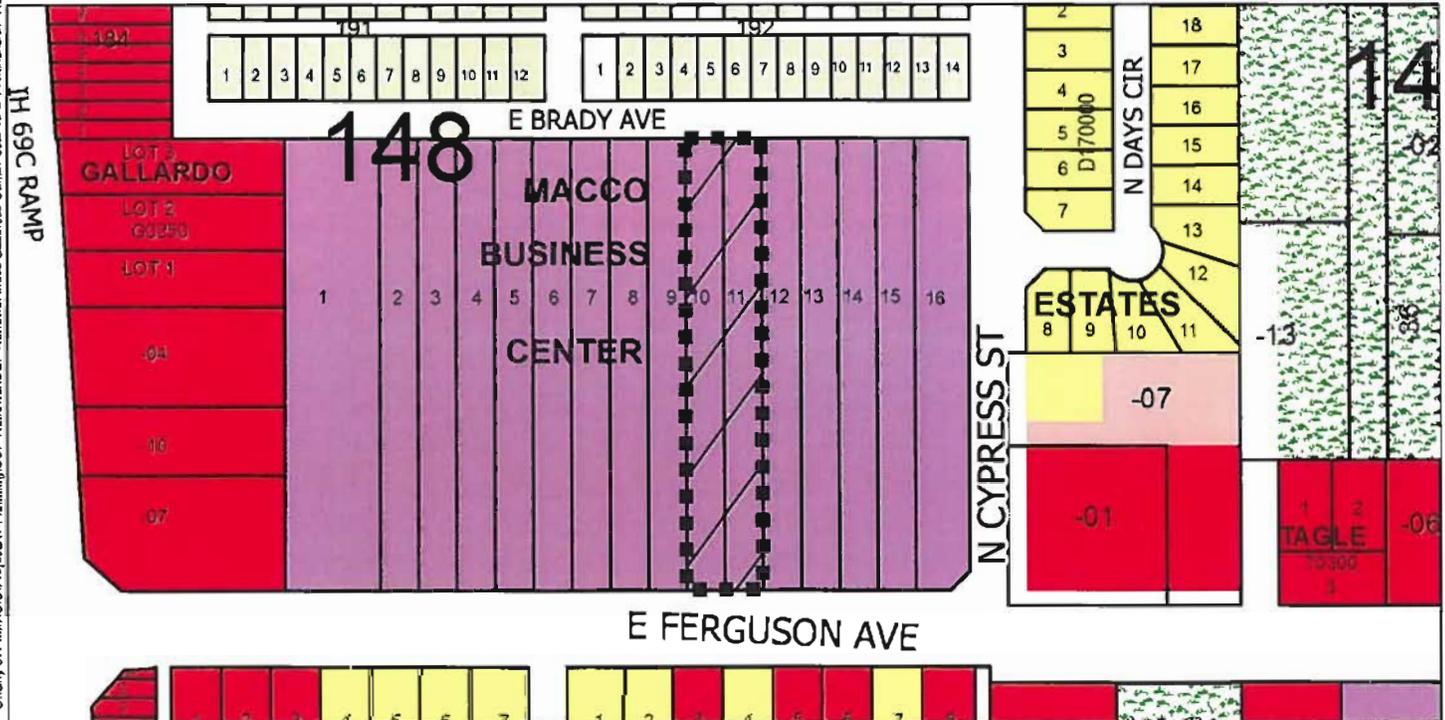
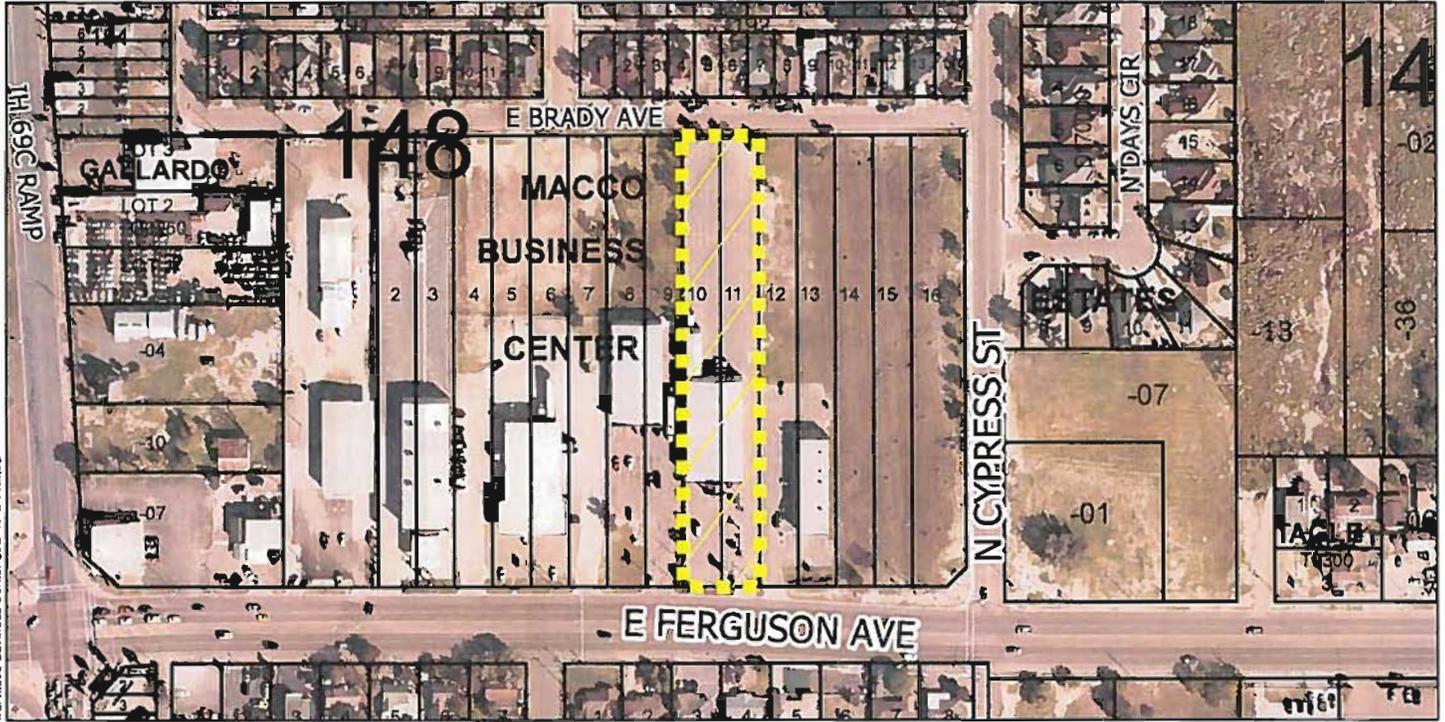
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING DEPT.:**

Recommends approval of the Conditional Use Permit.  
(See attached memo)

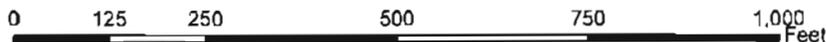
**PLANNING STAFF  
RECOMMENDATIONS:**

Planning Staff is recommending approval of the renewal of the request of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the conditions listed on the attached department reports.



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

Scale: 1 inch = 250 feet



**CITY OF PHARR  
COMMUNITY PLANNING & DEVELOPMENT  
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT  
INSPECTION FORM**

3796

OWNER/APPLICANT: M. JARAMILLO PHONE: 393 1068  
 ADDRESS: 207 E. FERGUSON  
 TYPE OF BUSINESS: DANCE HALL NAME OF BUSINESS: REGENCY HALL  
 LEGAL: \_\_\_\_\_ SUBD.: \_\_\_\_\_

EXISTING BUILDING  YES  NO  
 IF YES, PREVIOUS TYPE OF OCCUPANCY(S) \_\_\_\_\_  
 MIXED OCCUPANCY  YES  NO  
 IF YES, TYPE OF ADJACENT OCCUPANCY(S) \_\_\_\_\_  
 CHANGE OF OCCUPANCY FROM PREVIOUS?  YES  NO  
 IS CHANGE OF WALL ASSEMBLY REQUIRED?  YES  NO  
 IS FIRE PROTECTION REQUIRED?  YES  NO  
 IF SO, WHAT TYPE? \_\_\_\_\_

**BUILDING STATUS/STRUCTURAL:**  
 1. FLOOR \_\_\_\_\_  SUBSTANDARD  
 2. WALLS: - EXTERIOR \_\_\_\_\_  SUBSTANDARD  
               - INTERIOR \_\_\_\_\_  SUBSTANDARD  
 3. CEILING \_\_\_\_\_  SUBSTANDARD  
 4. ROOF \_\_\_\_\_  SUBSTANDARD

**MEANS OF EGRESS:**  
 1. OCCUPANT LOAD (IF APPLICABLE) \_\_\_\_\_  SUBSTANDARD  
 2. NUMBER OF EXITS 6  SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING \_\_\_\_\_  SUBSTANDARD  
 4. EXIT SIGNS \_\_\_\_\_  SUBSTANDARD  
 5. DOOR HARDWARE \_\_\_\_\_  SUBSTANDARD

**ACCESSIBILITY:**  
 1. RESTROOMS \_\_\_\_\_  SUBSTANDARD  
 2. PATH OF EGRESS \_\_\_\_\_  SUBSTANDARD  
 3. RAMPS (HANDRAILS/GUARDS) \_\_\_\_\_  SUBSTANDARD  
 4. DOORS \_\_\_\_\_  SUBSTANDARD

**ELECTRICAL:**  
 1. SERVICE ENTRANCE \_\_\_\_\_  SUBSTANDARD  
 2. SERVICE EQUIPMENT \_\_\_\_\_  SUBSTANDARD  
 3. WIRING SYSTEM \_\_\_\_\_  SUBSTANDARD  
 4. LIGHT FIXTURE \_\_\_\_\_  SUBSTANDARD  
 5. RECEPTACLE OUTLETS (G F C I, WHERE REQUIRED) \_\_\_\_\_  SUBSTANDARD

**MECHANICAL:**  
 1. REGISTERS \_\_\_\_\_  SUBSTANDARD  
 2. GRILL \_\_\_\_\_  SUBSTANDARD  
 3. DRAIN \_\_\_\_\_  SUBSTANDARD  
 4. EQUIPMENT \_\_\_\_\_  SUBSTANDARD

**PLUMBING:**  
 1. P. TRAPS \_\_\_\_\_  SUBSTANDARD  
 2. VENTS \_\_\_\_\_  SUBSTANDARD  
 3. DRAINS \_\_\_\_\_  SUBSTANDARD  
 4. PLUMBING FIXTURES \_\_\_\_\_  SUBSTANDARD  
 5. WATER SERVICE LINE \_\_\_\_\_  SUBSTANDARD  
 6. DISTRIBUTION LINES \_\_\_\_\_  SUBSTANDARD  
 7. GREASE TRAP (INTERCEPTOR/SEPARATOR) \_\_\_\_\_  SUBSTANDARD  
 8. BACKFLOW PREVENTION \_\_\_\_\_  SUBSTANDARD

**WATER HEATER:**  
 1. LOCATION \_\_\_\_\_  SUBSTANDARD  
 2. T.P. VALVE & DRAIN \_\_\_\_\_  SUBSTANDARD  
 3. SHUT-OFF VALVE \_\_\_\_\_  SUBSTANDARD  
 4. VENT FLEC  SUBSTANDARD

**GAS SYSTEM** \_\_\_\_\_  SUBSTANDARD  
**PREMISE** VERY CLEAN  SUBSTANDARD  
**GARBAGE CONTAINER** DUMPSTER  SUBSTANDARD

**PASSED**

---

**FAILED:**

---

**PASSED WITH  
CONDITIONS:**

---

**RE-INSPECT  
DATE:**

---

**BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:**  
 1 PREMISE WAS FOUND TO BE IN REASONABLE  
 2 CONDITION AT TIME OF INSPECTION  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_

PREPARED BY: DAVID GARCIA DATE: 12-9-14  
 RECEIVED BY: \_\_\_\_\_ DATE: 12-9-14

Please note: Owner/Applicant is responsible to contact the City of Pharr Community Planning & Development Dept. at 702-5399 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



# Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751  
PII: (956) 784-7700 • FAX: (956)781-9163



To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 12/08/2014  
Re: Conditional use Permit Renewal for ABC – File No. CUP#22997668 (Regency Hall)

Mauricio Jaramillo, (TDL#22997668) d/b/a Regency Hall, has applied for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C). The property is more fully described as follows:

Legal Description: Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas  
Physical Address: 207 E. Ferguson Ave.

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

### REPLY

Mr. Wylie, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tag's and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Signed: \_\_\_\_\_

Date: 12/08/2014

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

DEC 08 2014

BY: Delia @ 1225



## **INTEROFFICE MEMORANDUM**

**To:** MAYOR AND CITY COMMISSION

**From:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**Subject:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC  
FILE NO. CUP#041278 (REGENCY HALL)

**Date:** JANUARY 22, 2015

---

Mauricio Jaramillo, d/b/a Regency Hall, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as follows:

Legal description: Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

Physical address: 207 East Ferguson Avenue.

Planning staff is recommending approval of the renewal of the Conditional Use Permit provided site and applicant being in compliance with all City Ordinances and City Department requirements.



**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.  
**THROUGH:** FRED SANDOVAL, CITY MANAGER  
**DATE:** JANUARY 22, 2015  
**RE:** CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC –  
FILE NO. CUP#141273 (CANTINA BAR AND GRILL)

**GENERAL INFORMATION:**

**APPLICANT:** Cantina Bar and Grill, has filed with the Planning and Zoning Commission a request for a 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 Lot 187 Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 6905 South Jackson Road.

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

<b>COMMENTS:</b>	<b>POLICE DEPT.:</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
	<b>PLANNING DEPT.:</b>	Recommends approval of the Conditional Use Permit. (See attached memo)

**NOTIFICATION  
OF PUBLIC:**

Forty-four (44) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**PLANNING STAFF  
RECOMMENDATIONS:**

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

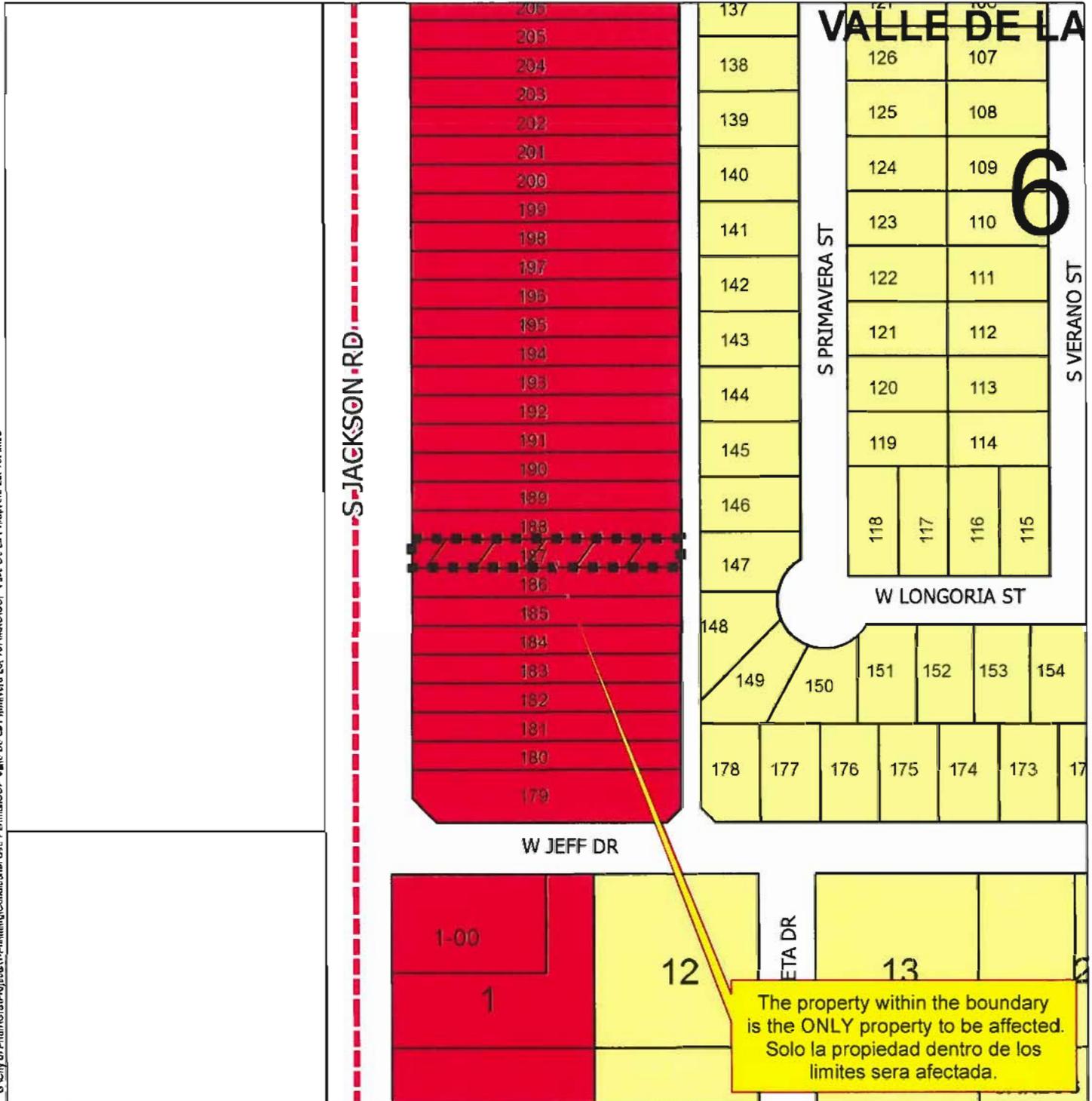
**PLANNING & ZONING  
COMMISSION:**

Planning and Zoning Commission voted unanimously to approve the request for a 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 staff's recommendations.

Proposed Conditional Use Permit  
 Valle De La Primavera Lot 187  
 Cantina Bar and Grill

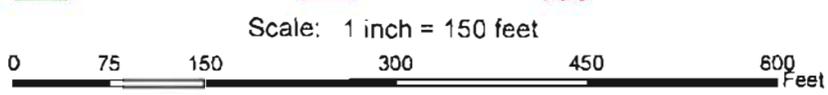


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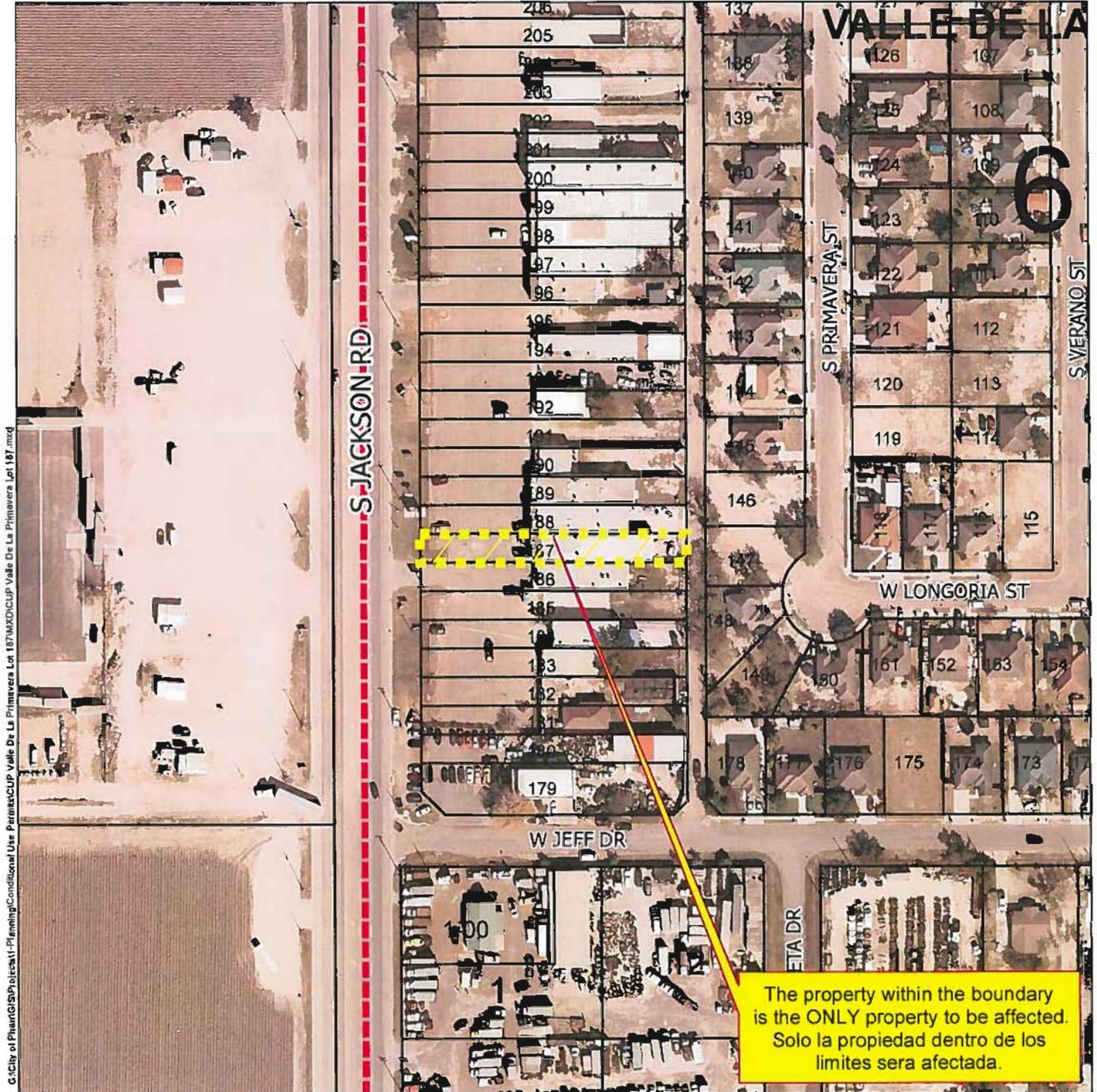
- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space     | High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

City of Pharr, Texas  
 Engineering Department  
 958 702 5355



Date: 12/19/2014

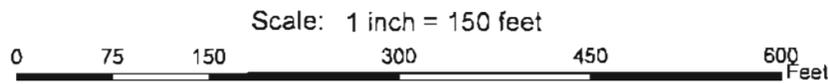
Proposed Conditional Use Permit  
 Valle De La Primavera Lot 187  
 Cantina Bar and Grill



C:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permit\CLUP Valle De La Primavera Lot 187.mxd

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

City of Pharr, Texas  
 Engineering Department  
 956.702.5355



Date: 12/19/2014



## Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751  
PH: (956) 784-7700 • FAX: (956) 781-9163



To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 01/05/2015  
Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#141273 (Cantina Bar and Grill)

Jasmin Lopez, (TDL#15372599) d/b/a Cantina Bar and Grill, has filed with the Planning and Zoning Commission requesting for a 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 more fully described as follows:

Legal Description: Lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 6905 S. Jackson Rd.

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

### REPLY

**Mr. Wylie, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.**

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tag's and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Signed: \_\_\_\_\_

A handwritten blue ink signature, likely of Joel Robles, written over a horizontal line.

Date: 01/05/2015



## **INTEROFFICE MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC --  
FILE NO. CUP#141273 (CANTINA BAR AND GRILL)

**DATE:** JANUARY 22, 2015

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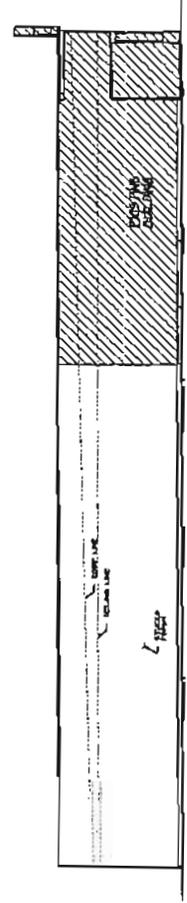
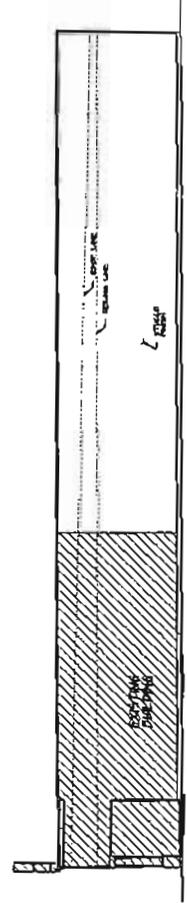
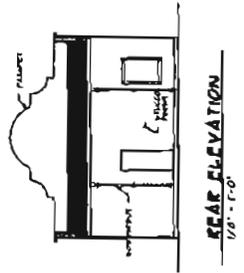
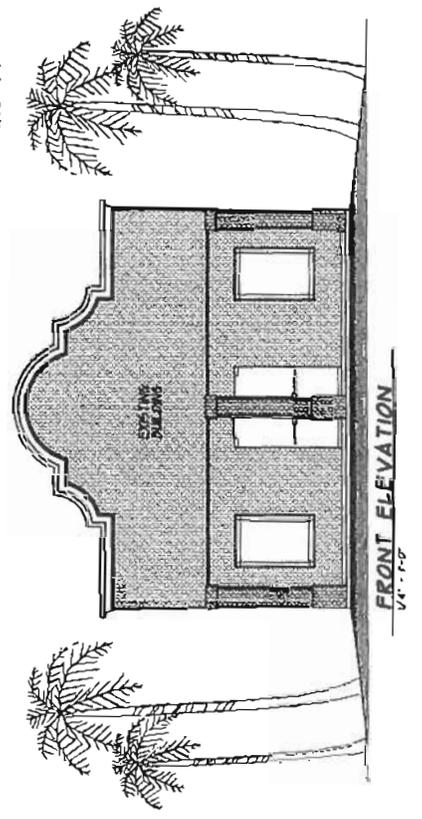
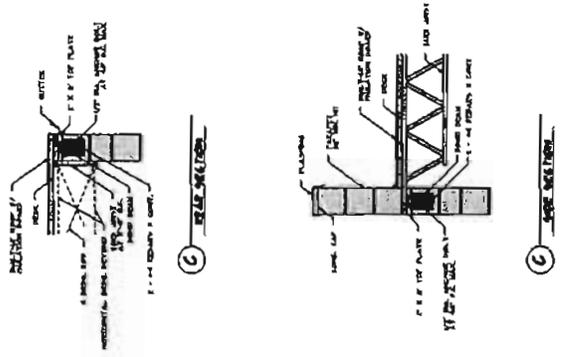
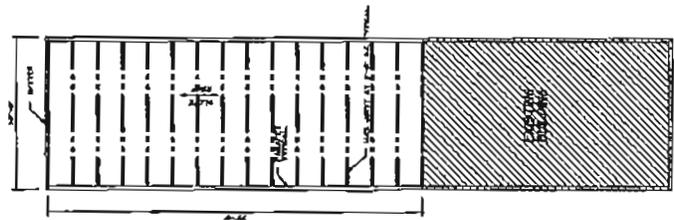
Cantina Bar and Grill, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

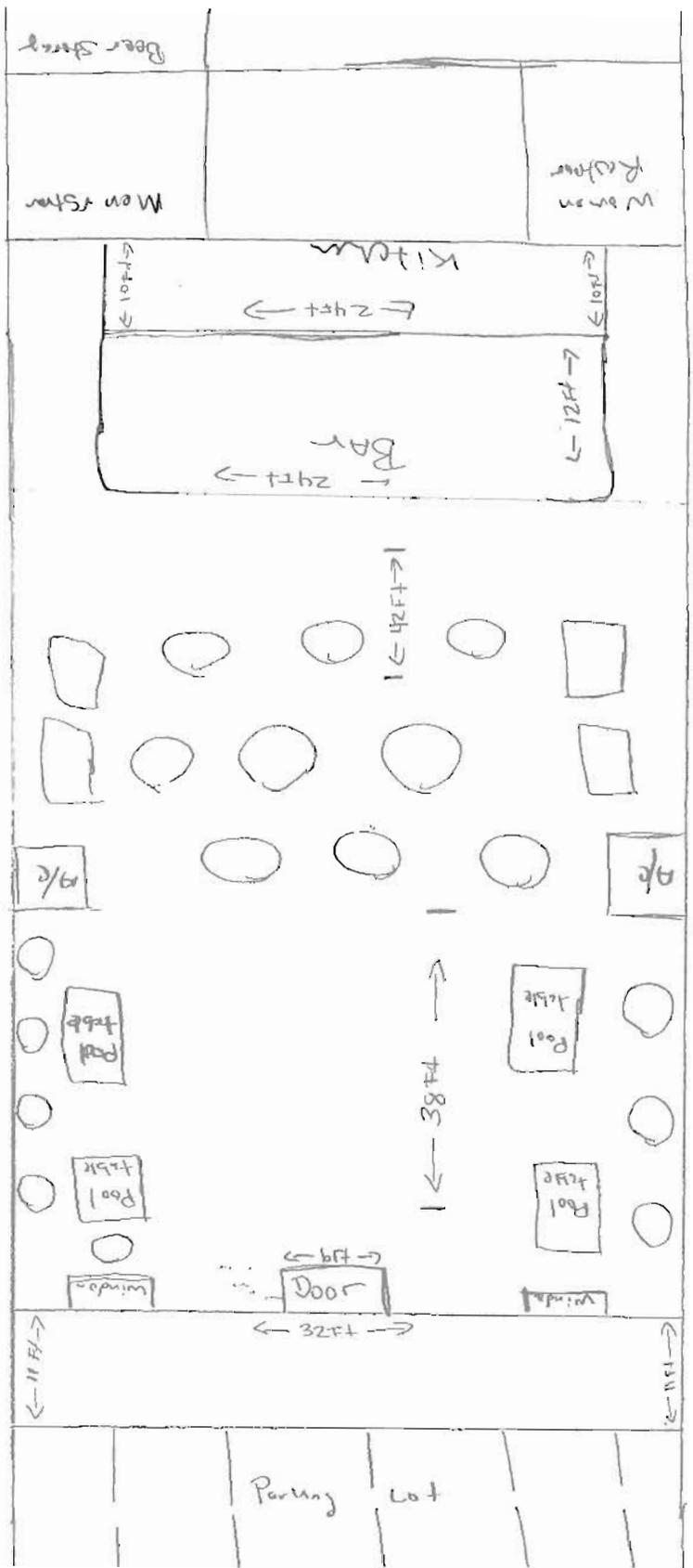
Legal Description: Lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 6905 South Jackson Rd.

Planning staff is recommending approval of the request for a Conditional Use Permit and Late Hours Permit provided applicant and site being in compliance with all City Ordinances and City Department requirements.







Beer Storage

Men's Room

Women's Room

Kitchen

Bar  
24ft x 24ft

Sink  
24ft x 24ft

105ft

12ft

42ft

38ft

Door  
32ft x 11ft

11ft

11ft

300ft

Parking Lot





## **INTEROFFICE MEMORANDUM**

**TO: MAYOR AND CITY COMMISSION**

**FROM: EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.**

**THROUGH: FRED SANDOVAL, CITY MANAGER**

**DATE: JANUARY 22, 2015**

**SUBJECT: Re-zoning Request: From a High Density Multi-Family District (R-4) to a General Business District (C): Lot 1, Empire No. 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Hummingbird Court.**

---

### **REZONING CHECKLIST / GOALS:**

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:**

Rio Laguna Inc., owner, is requesting a change of zone from High Density Multi-Family District (R-4) to a General Business District (C). The property is located on the west side of N. Sugar Rd. with a current address of 1200 W. Hummingbird Court. The property consists of one (1) proposed lot and is legally described as Lot 1, Empire No. 2 Subdivision, Pharr, Hidalgo County, Texas.

The property fronts N. Sugar Rd., an 80 foot Major Collector with a posted speed limit of 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned High Density Multi-Family District (R-4). The property is designated for residential use in the Land Use Plan. The owner of the property is requesting a change of zone to General Business District (C) in order to construct a commercial building. This property was rezoned from Agricultural-Open Space District (A-O) to High Density Multi-Family District (R-4) on December 09, 2002.

The adjacent zonings are Single Family Residential District (R-1) to the north and east, General Business District (C) to the south and High Density Multi-Family District (R-4) to the west.

The General Business District (C) is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. This district will be major retail district, with intensive commercial uses and large amounts of retail traffic. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterials or major collectors.

Thirteen (13) letters were mailed out to the surrounding property owners and a legal notice published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Planning staff is recommending **approval** of the request to re-zone to General Business District (C) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and Department

### **PLANNING AND ZONING COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the rezoning request from High Density Multi-Family District (R-4) to a General Business District (C) 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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Rio Laguna, Inc.  
 APPLICANT

High Density Multi-Family District (R-4)  
 CURRENT ZONE

1200 W. Hummingbird Court  
 ADDRESS

General Commercial District (C)  
 PROPOSED ZONE

		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

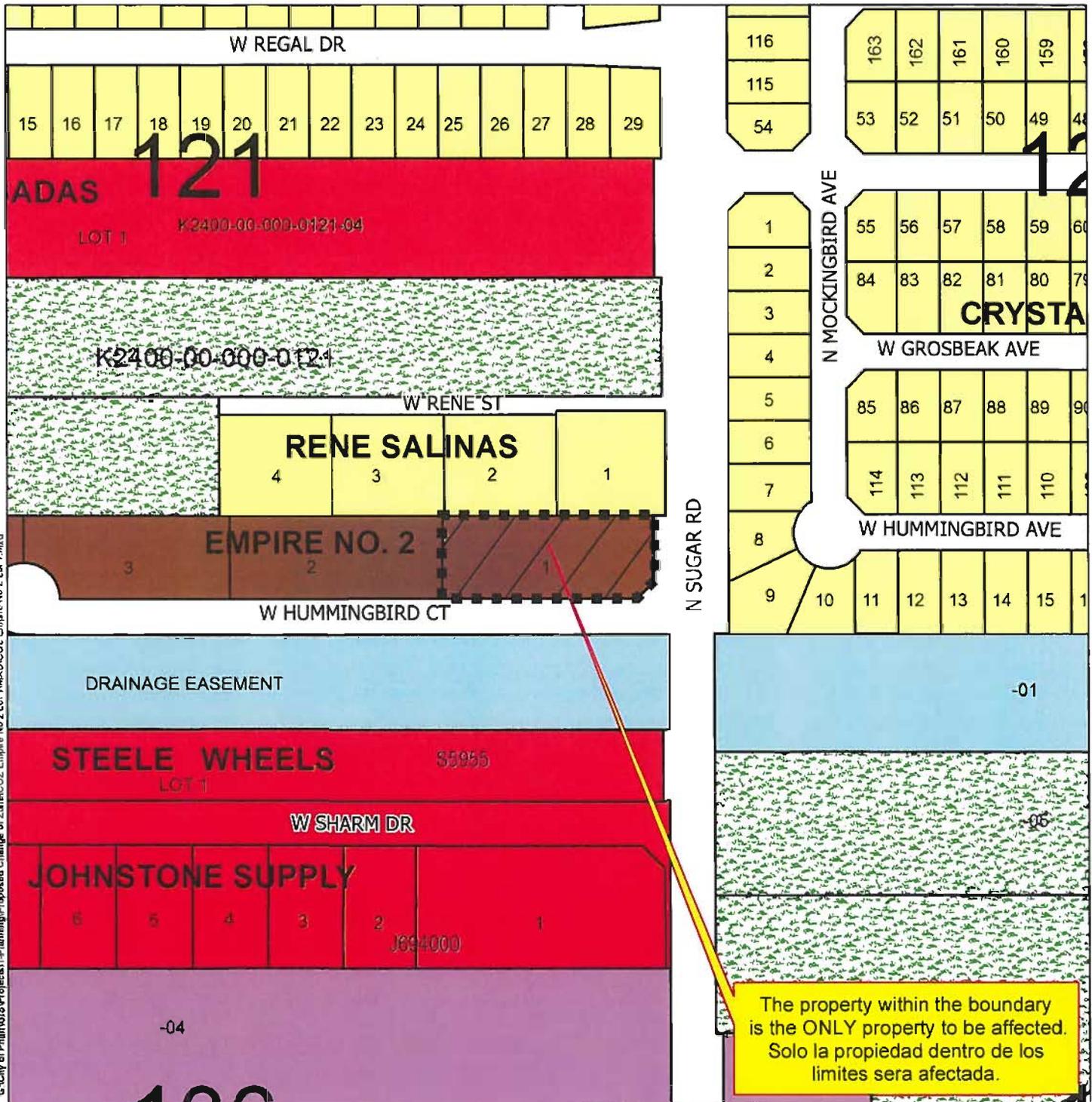
STAFF RECOMMENDATIONS: Approval

The property meets area requirements and is located along a major thoroughfare.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

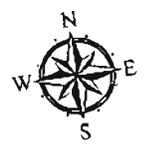
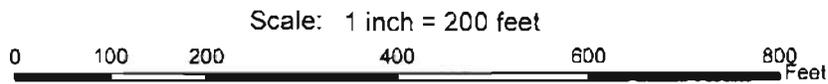
Roland Gomez, Senior Planner  
 PREPARED BY

January 6, 2015  
 DATE

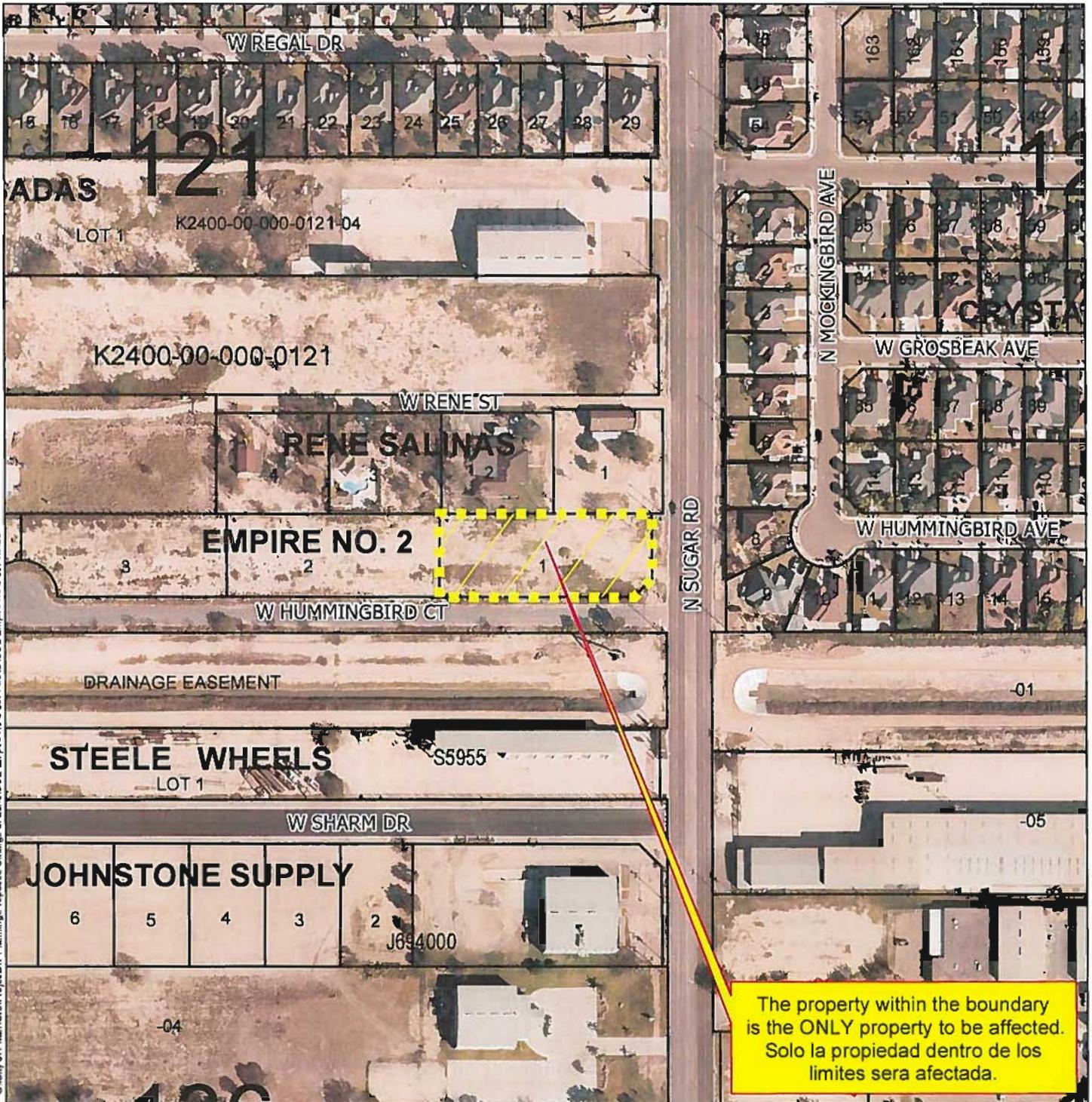


G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ Empire No 2 Lot 1\MXD\COZ Empire No 2 Lot 1.mxd

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



Proposed Change of Zone  
 Empire No 2 Lot 1  
 Rio Laguna Inc / Germain A Garza

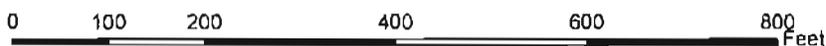


The property within the boundary is the **ONLY** property to be affected.  
 Solo la propiedad dentro de los limites sera afectada.

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

City of Pharr, Texas  
 Engineering Department  
 956 702.5355

Scale: 1 inch = 200 feet



Date: 12/15/2014

NOMA

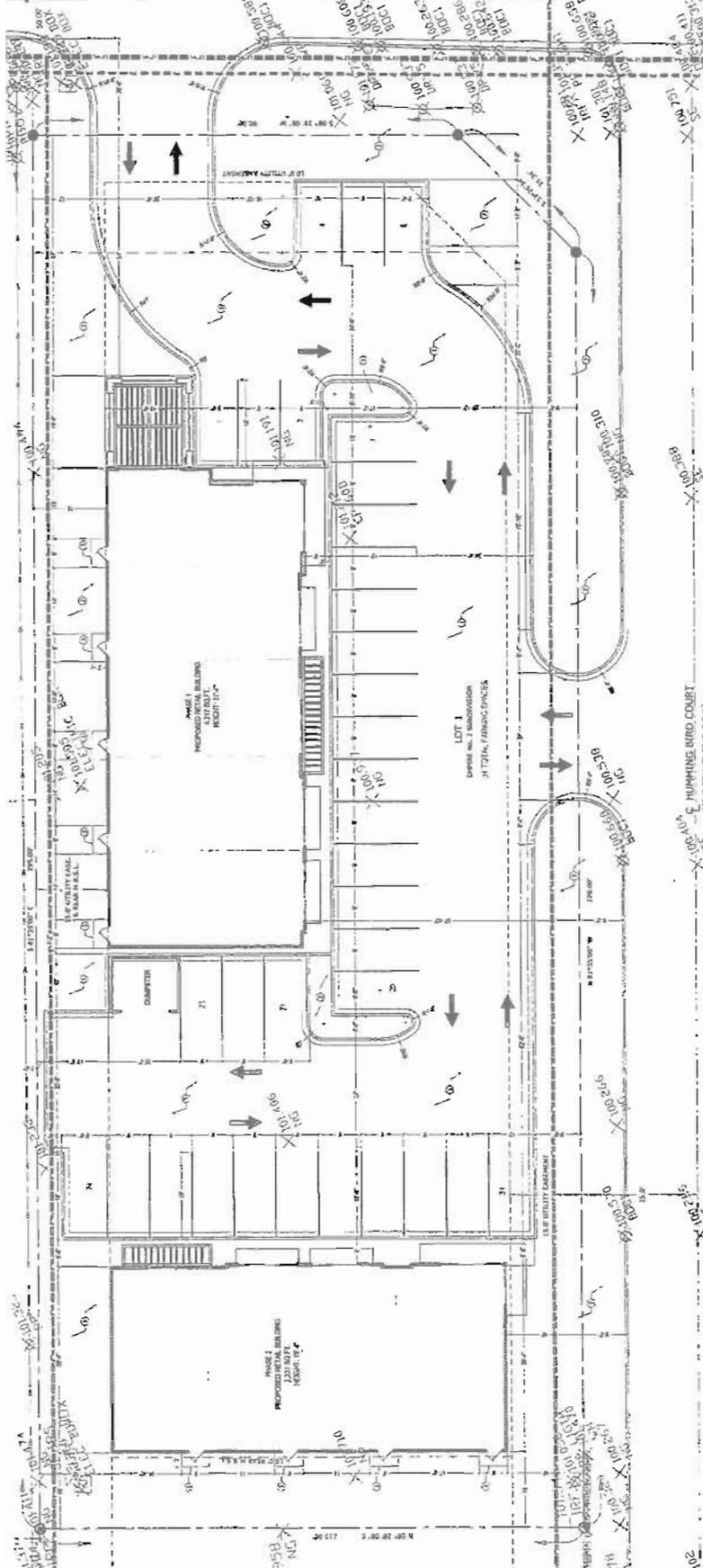
STUDIO

SITE GENERAL NOTES

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
- 2. ALL UTILITIES SHALL BE DEPTH MARKED AND SHOWN ON THE PLAN.
- 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
- 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
- 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.

KEY LEGEND

- 1. EXISTING UTILITY
- 2. PROPOSED UTILITY
- 3. EXISTING ELEVATION
- 4. PROPOSED ELEVATION



1 Site Plan  
 3/3/21-1'-0"

D1.0

PHARR, TEXAS  
 HUMMINGBIRD PLAZA  
 USA

JOB #: 1425  
 PHASE: CD  
 DATE: 12.1.2014  
 DRAWN BY: CC  
 CHECKED BY: CC

NO INFORMATION ON THIS SHEET OR ANY OTHER SHEETS IN THIS PROJECT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NOMA DESIGN STUDIO.



## **MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**DATE:** JANUARY 22, 2015

**RE:** LIFE-OF-THE-USE CONDITIONAL USE PERMIT –  
TELECOMMUNICATION TOWER FILE NO. CUP#141268

### **GENERAL INFORMATION:**

**APPLICANT:** Gary Edenburn, representing Crown Castle International Corporation, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as 0.034 of an acre, more or less, out of Lot 6, Henderson Plaza Subdivision Phase 2, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is physically located at 836 North Cage Boulevard.

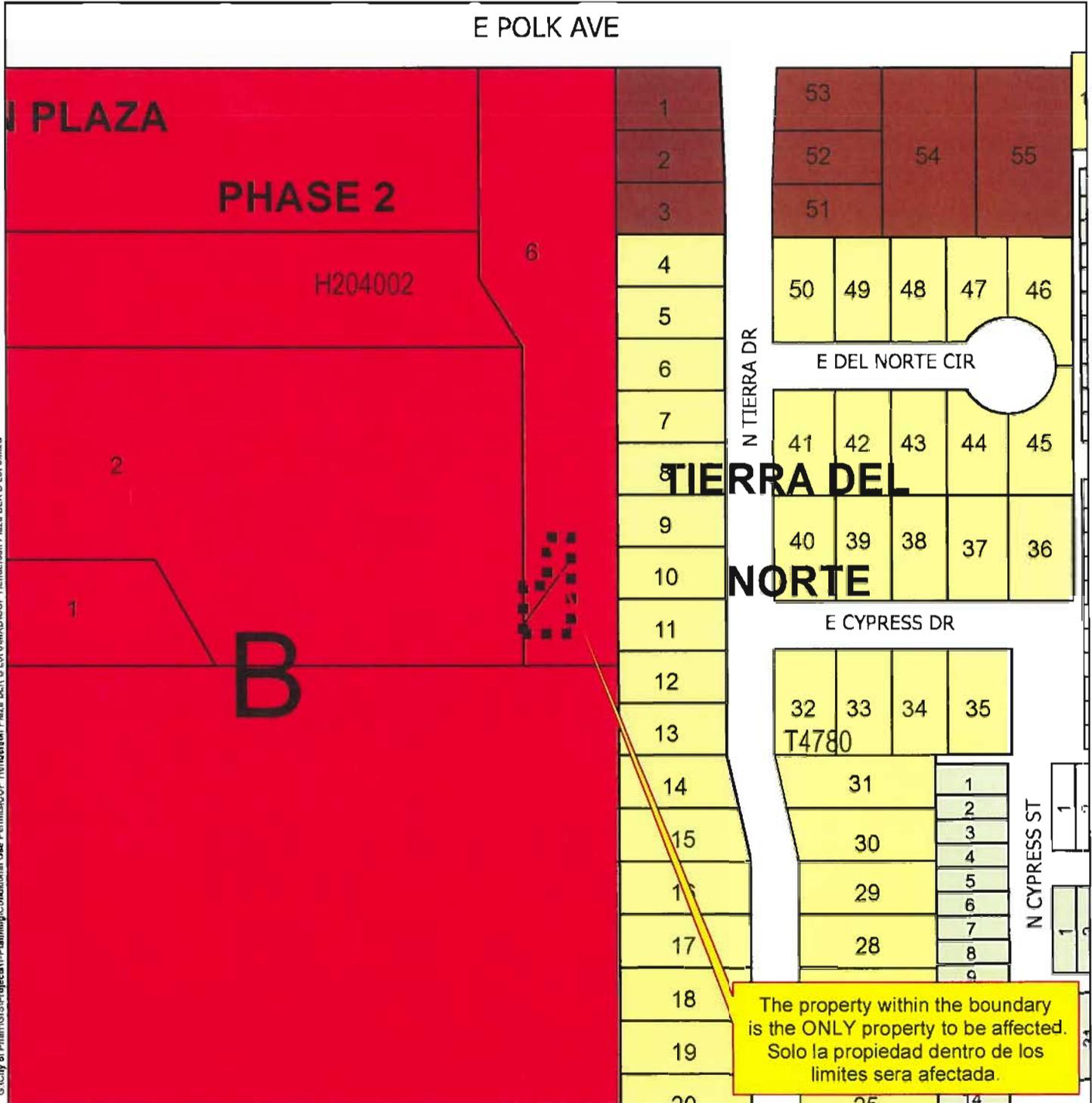
**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and west and Single Family Residential District (R-1) to the east. The area is generally designated for commercial use in the Land Use Plan.

**NOTIFICATION OF PUBLIC:** Twenty-seven (27) surrounding property owners were notified by letter and a legal notice was published in the Advance News Journal. Staff received one (1) phone call for information only.

**PLANNING STAFF RECOMMENDATIONS:** Planning Staff is recommending **approval** of the Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a General Business District (C) subject to the following conditions:

1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
5. The telecommunications tower must comply with all setback and height requirements.
6. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
  - Any change in use or change in extent of use, area or location being used.
  - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
  - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

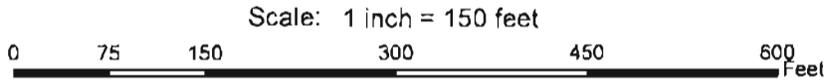
**PLANNING & ZONING RECOMMENDATIONS:** Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a General Business District (C) subject to staff's recommendations.

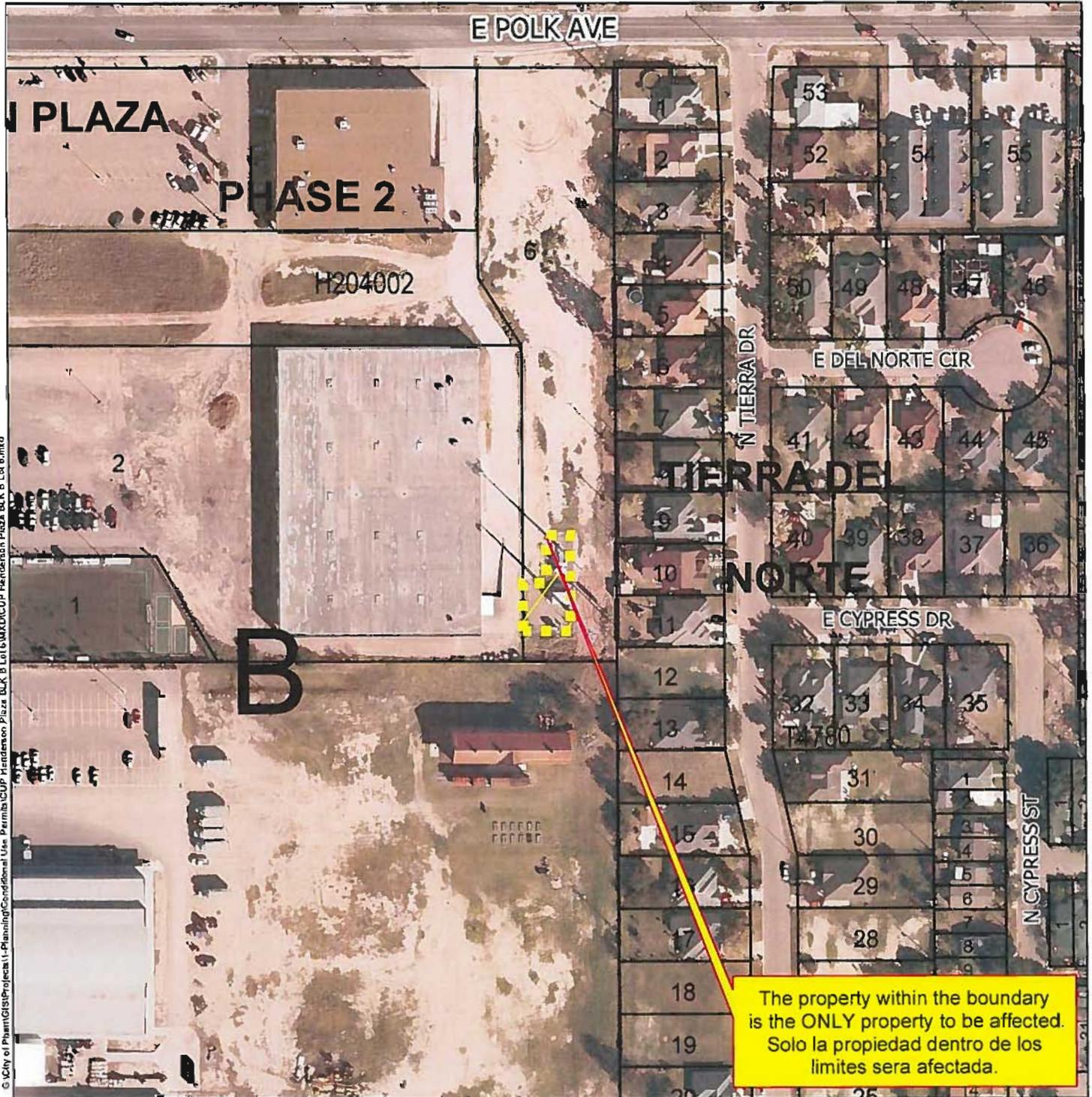


G:\City of Pharr\GIS\Projects\Planning\Conditional Use Permits\CUP Henderson Plaza BLK B Lot 6.mxd

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

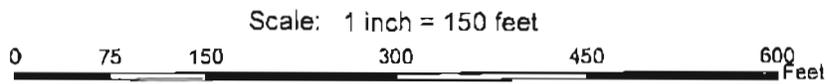
The property within the boundary is the ONLY property to be affected.  
 Solo la propiedad dentro de los limites sera afectada.



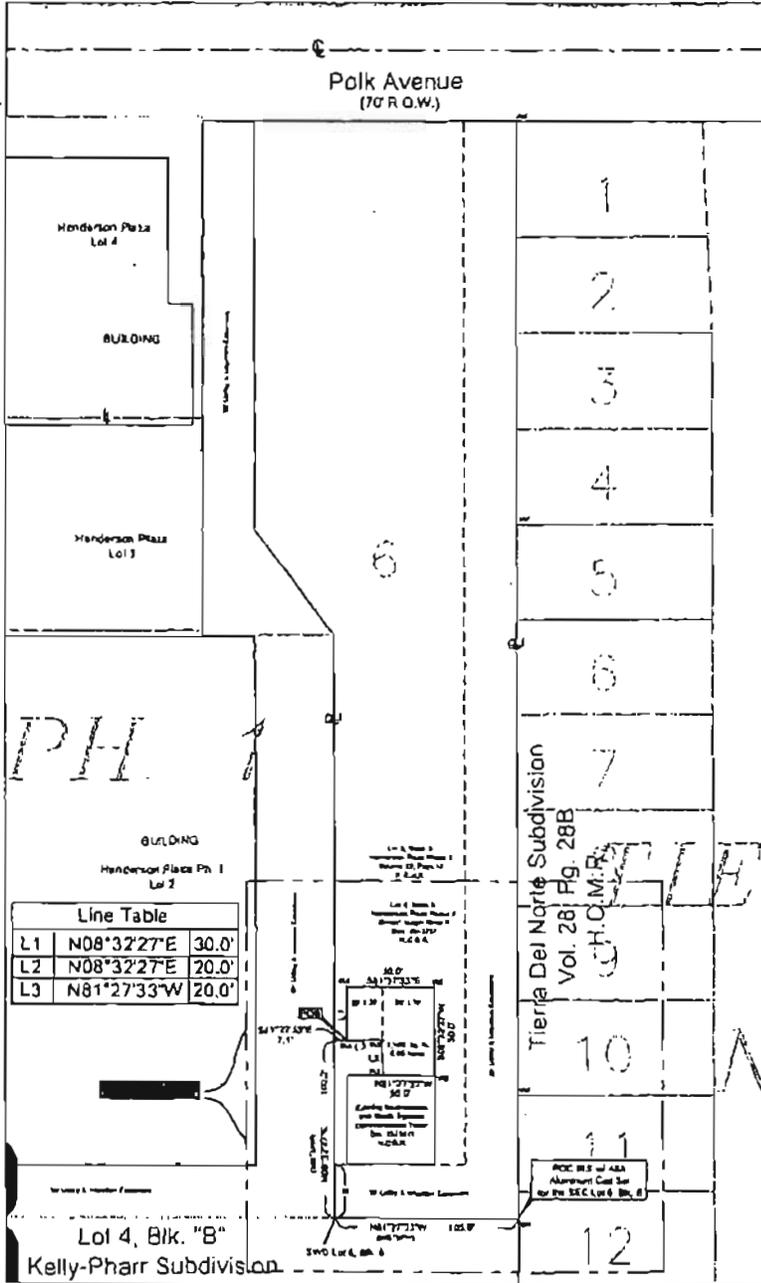


© City of Pharr GIS Project 1-Planning/Conditional Use Permits CUP Henderson Plaza BLK B Lot 6 MDCUP Henderson Plaza BLK B Lot 6.mxd

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

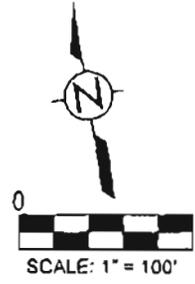
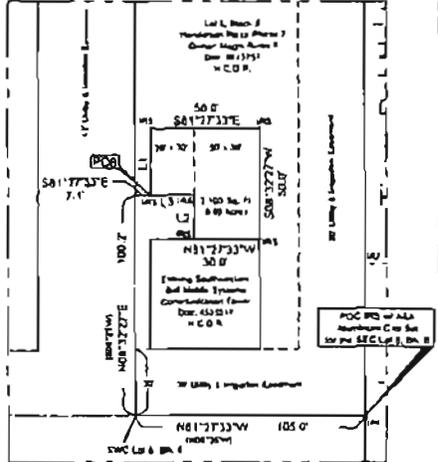


**Boundary Survey for Tower Site:**



**LEGEND**

- IRS IRON ROD SET W/ALUMINUM CAP STAMPED A&A
- IPI IRON PIPE FOUND
- IRI IRON ROD FOUND
- o--o-- Chainlink Fenceline
- X--X-- Barbwire Fenceline
- PL PROPERTY LINE
- LL LOT LINE
- CL CENTERLINE



301 North Catterman Road  
Suite 200  
Sarasota, FL 34232

Site Name: Cage Blvd-San Juan      BUN: 880006  
Property Address: 636 N. CAGE BLVD., PHARR, TX 78577  
Owner's Name: Magin Rivas II  
Tax ID Number:  
H2040-02-000-0006-00

**BEARING BASIS STATEMENT:**  
 \*\* Bearings on this survey are on the Texas State Plane Grid System; NAD 83; Texas South Zone, (4205 TX S) relative to the East Line of Lot 6, Block B of the Henderson Plaza Phase 2 recorded in Volume 22, Page 42, H.C.M.R. as found monumented on the ground with record bearing of S 08° 23' E. Distances and bearings in parenthesis ( ) reflect what is shown on the recorded description for the subject tract.

\* This Survey has been prepared on several pages;

**ARANDA AND ASSOCIATES, INC.**  
 LAND SURVEYING AND MAPPING COMPANY  
 1532 DOVE AVENUE, McALLEN, TEXAS 78504  
 PH: 356-4311 FAX: 356-4311-0992  
 www.arandaandassociates.com

Page 3 of 8 Pages - "Boundary Drawing"

SITE NAME: CAGE ROAD

SITE I.D.: SA03XC404

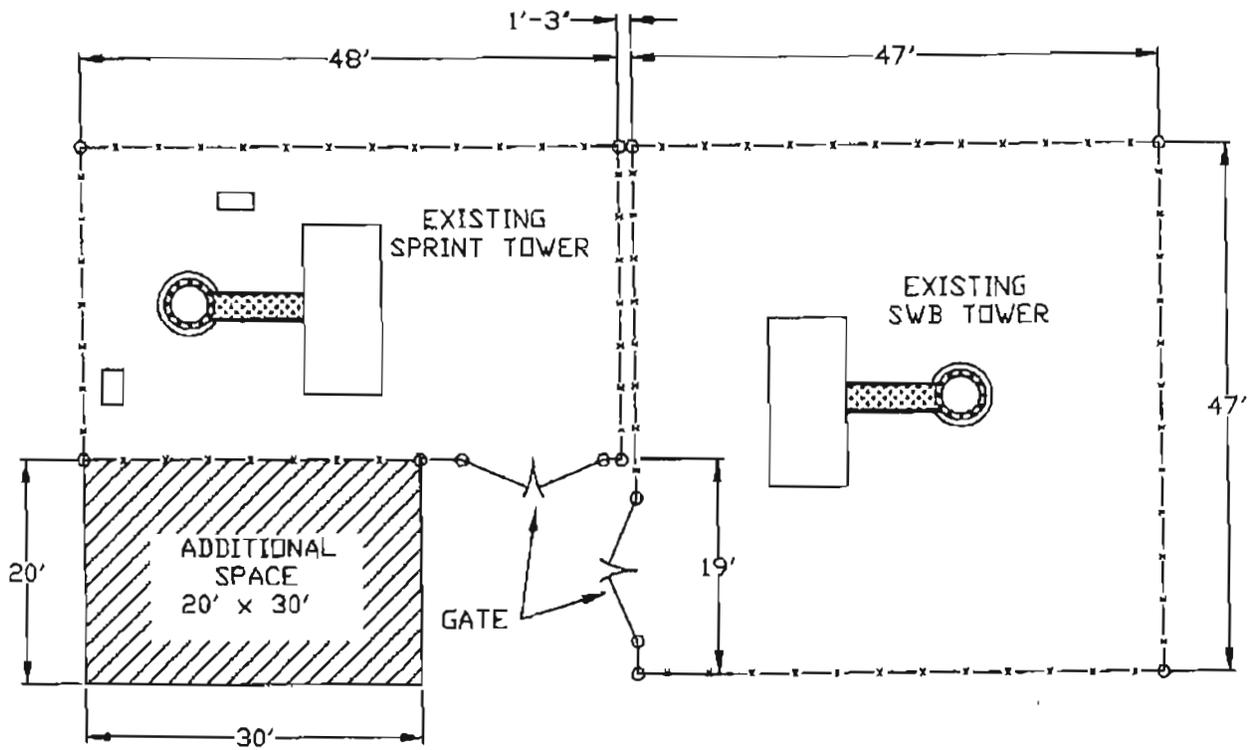
### EXHIBIT B

PCS SITE AGREEMENT

SITE DESCRIPTION

SITE SITUATED IN THE CITY OF PHARR, STATE OF TEXAS.

SKETCH OF SITE:



OWNERS INITIALS

SSLP INITIALS

*MR*  
*ASLP*  
*MAR*  
*CWS*



## **MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**DATE:** JANUARY 22, 2015

**RE:** LIFE-OF-THE-USE CONDITIONAL USE PERMIT –  
FILE NO. CUP#141269 (COLOCATION TELECOMMUNICATION TOWER)

### **GENERAL INFORMATION:**

**APPLICANT:** Gary Edenburn, representing Sprint Spectrum, LP, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as 0.034 of an acre, more or less, out of Lot 6, Henderson Plaza Subdivision Phase 2, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is physically located at 836 North Cage Boulevard.

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

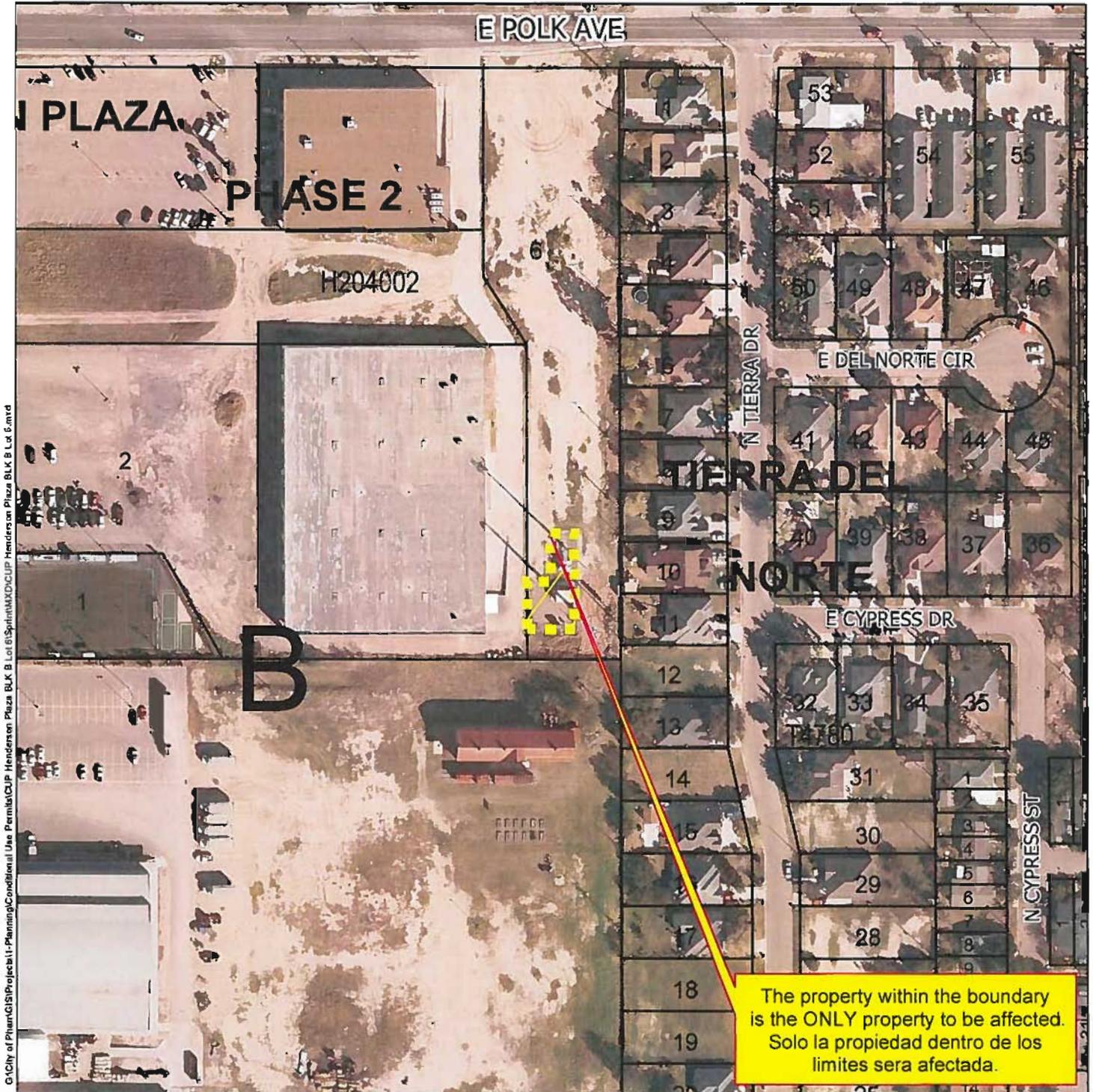
**NOTIFICATION OF PUBLIC:** Twenty-seven (27) surrounding property owners were notified by letter and a legal notice was published in the Advance News Journal. Staff received one (1) phone call for information only.

**PLANNING STAFF RECOMMENDATIONS:** Planning Staff is recommending **approval** of the Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C) subject to the following conditions:

1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
5. The telecommunications tower must comply with all setback and height requirements.
6. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
  - Any change in use or change in extent of use, area or location being used.
  - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
  - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

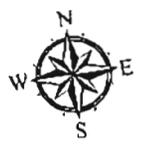
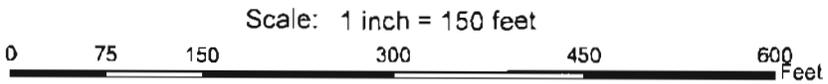
**PLANNING & ZONING** Planning and Zoning Commission voted unanimously to  
**RECOMMENDATIONS:** approve the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a General Business District (C) subject to staff's recommendations.





G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Henderson Plaza BLK B Lot 6\Sprint\MAX\CUP Henderson Plaza BLK B Lot 6.mxd

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





SITE NAME: CAGE ROAD

SITE ID: SAQ3XC404

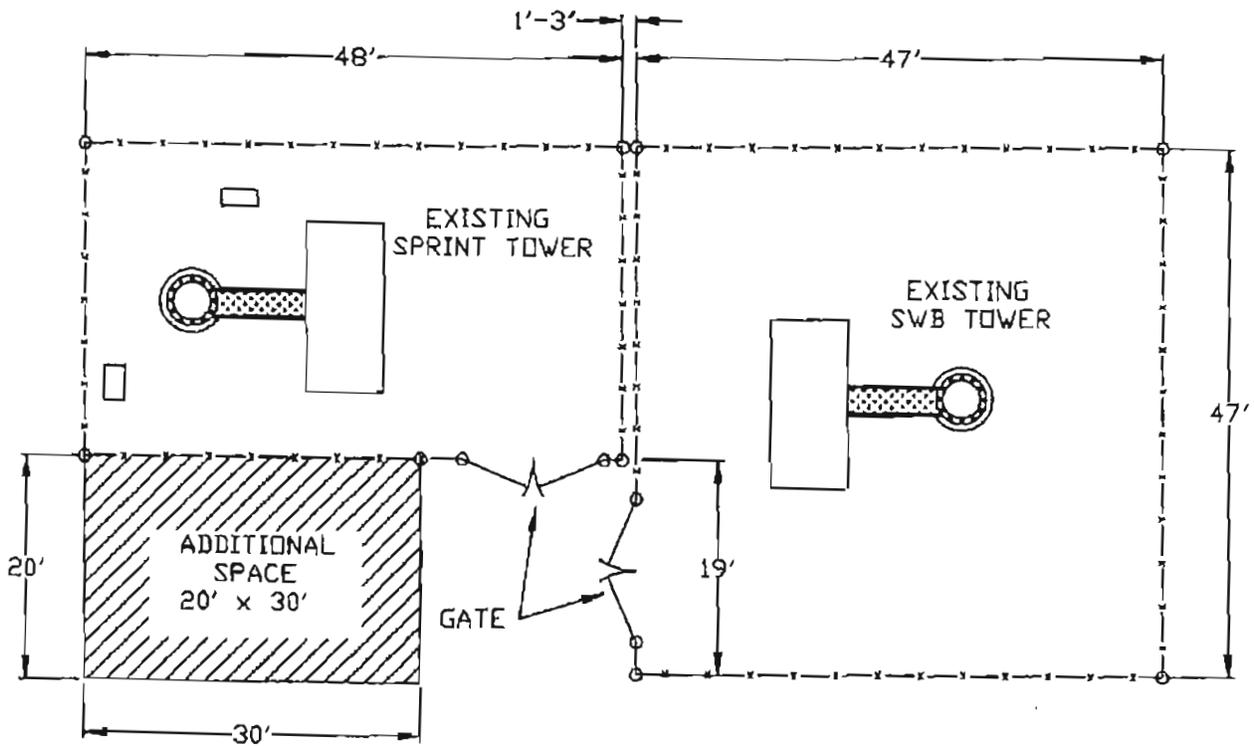
### EXHIBIT B

PCS SITE AGREEMENT

SITE DESCRIPTION

SITE SITUATED IN THE CITY OF PHARR, STATE OF TEXAS.

SKETCH OF SITE:



OWNERS INITIALS

SSLP INITIALS

*M.R.*  
*M.R.K.*  
*C.W.D.*



## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**DATE:** JANUARY 22, 2015

**RE:** LIFE-OF-THE-USE CONDITIONAL USE PERMIT – CO-CO-LOCATION  
OF TELECOMMUNICATION EQUIPMENT FILE NO. CUP#141270

### **GENERAL INFORMATION:**

**APPLICANT:** Katy Swenson, representing Sprint Spectrum, L.P., has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in an Agricultural Open-Space District (A-O).

**LEGAL DESCRIPTION:** The property is legally described as 0.034 – 1.34 of an acre, more or less, out of Lot 192, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is physically located at 806 South Veterans Boulevard.

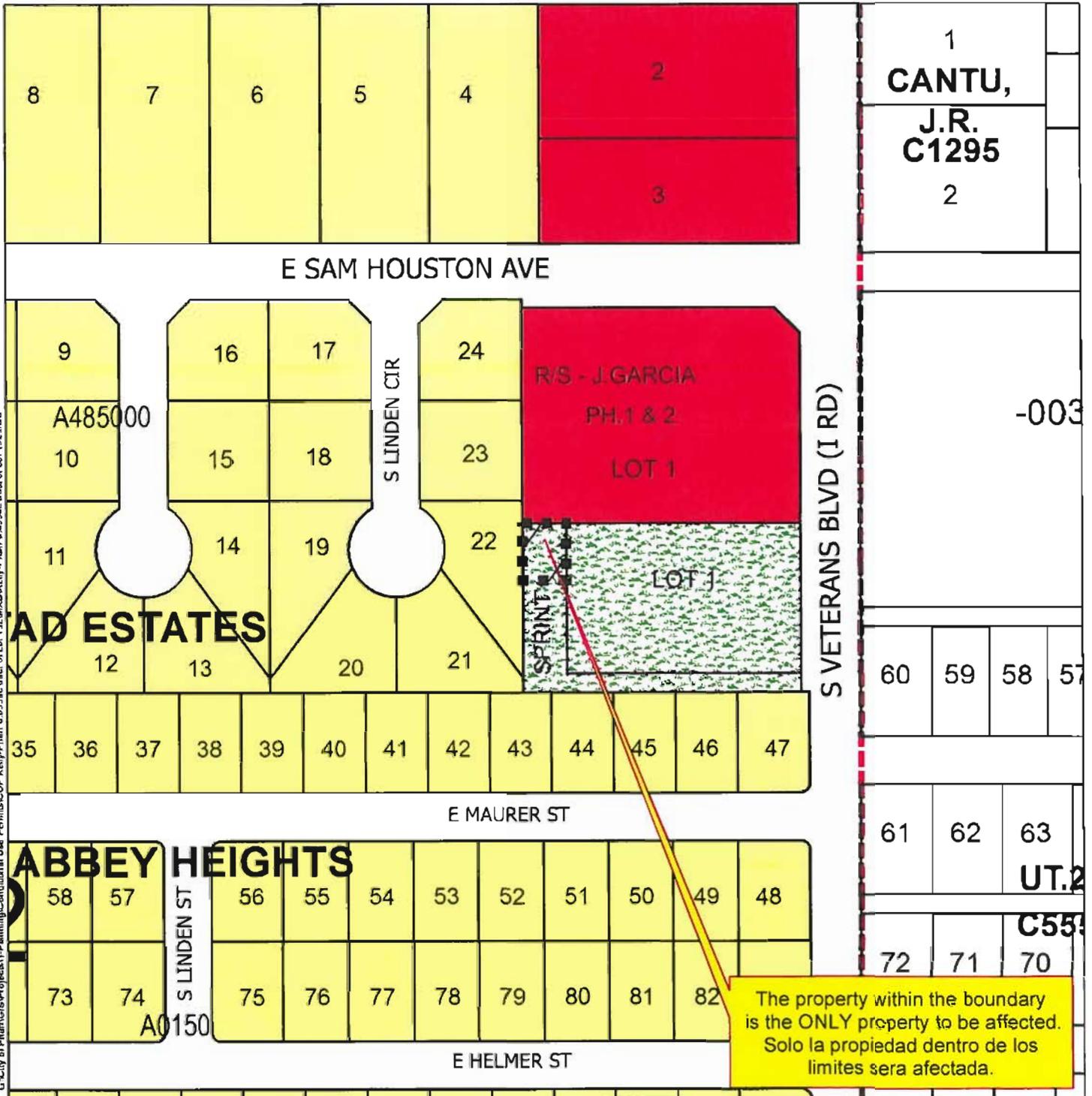
**ZONING:** The property is currently zoned Agricultural Open-Space District (A-O). The surrounding area is zoned General Business District (C) to the north, Single-Family Residential District (R-1) to the west and Agricultural Open-Space District (A-O) to the south and east. The area is generally designated for residential use in the Land Use Plan.

**NOTIFICATION OF PUBLIC:** Thirty (30) surrounding property owners were notified by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**PLANNING STAFF RECOMMENDATIONS:** Planning Staff is recommending **approval** of the Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in an Agricultural Open-Space District (A-O) subject to the following conditions:

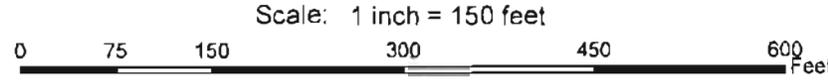
1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
5. The telecommunications tower must comply with all setback and height requirements.
6. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
  - Any change in use or change in extent of use, area or location being used.
  - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
  - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING RECOMMENDATIONS:** Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in an Agricultural Open-Space District (A-O) subject to staff's recommendations.



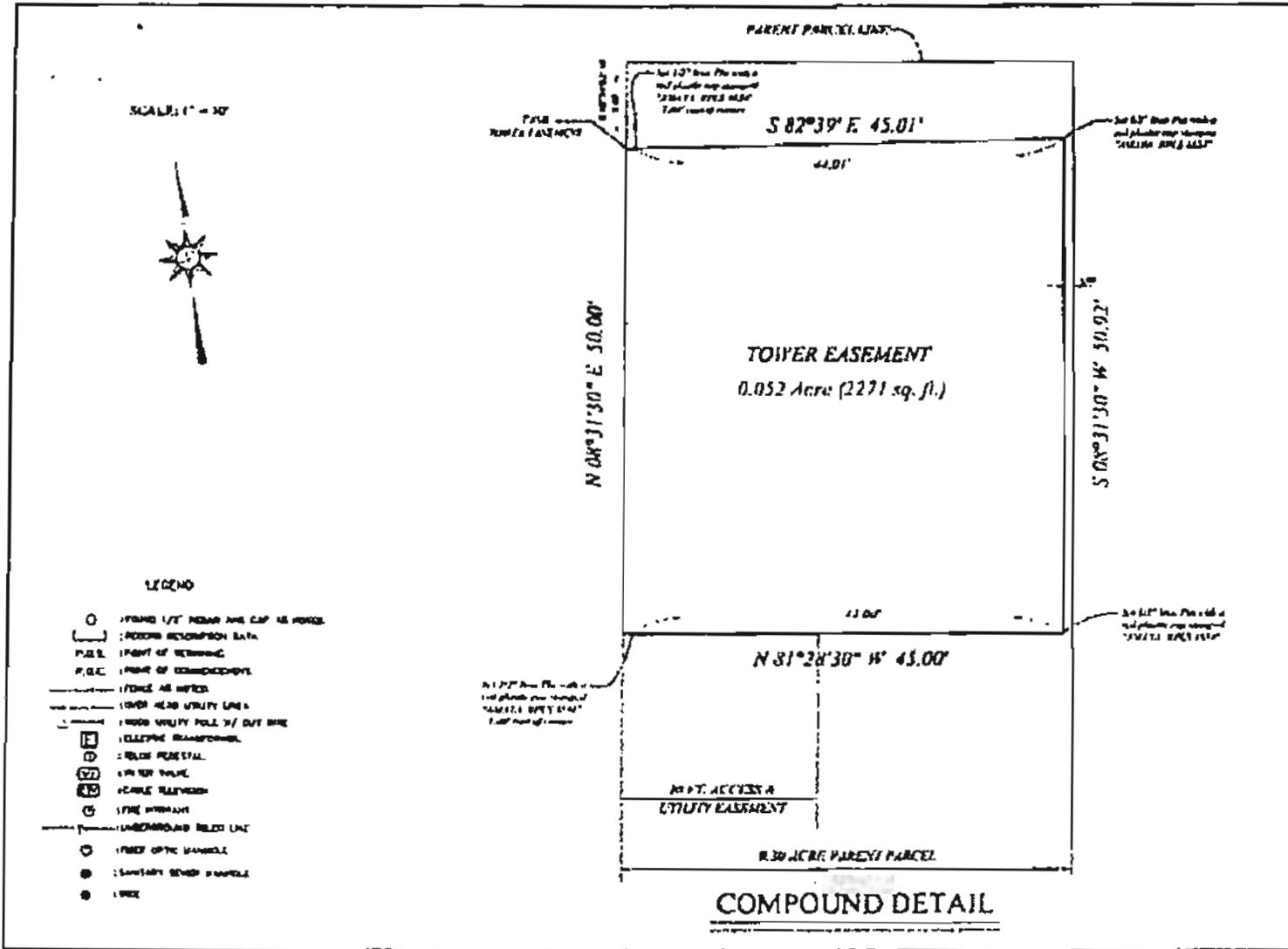
G:\City of Pharr\GIS\Projects\11-Planning\Conditional Use Permits\CUP\_Kelly-Pharr\_0.035ac tract of Lot 192\Map\Lot 192.mxd

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









SCALE: 1" = 30'



**LEGEND**

- FOUND 1/2" NAIL AND CAP AS MARK
- RECORD REVISION DATA
- P.L.S. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- FENCE AS SHOWN
- CONCRETE UTILITY LINE
- WOOD UTILITY POLE W/ DUTY MARK
- ⊠ TELEPHONE TRANSFORMER
- ⊙ TELEPHONE PESTAL
- ⊞ WOOD POLE
- ⊞ WOOD PILE
- FENCE MARKER
- FENCE MARKER
- UNDERGROUND UTILITY LINE
- POINT OF THE MARKER
- SANITARY SEWER MARKER
- WATER

**BOUNDARY SURVEY**

OF LOT 102, BELLEVUE-ROOSEVELT SUBDIVISION

THIS BOUNDARY SURVEY WAS MADE FOR  
**MR. & MRS. JIM BLAIR**  
 10212 BELLEVUE ROAD  
 BELLEVUE, TEXAS 75229



10212 BELLEVUE ROAD, BELLEVUE, TEXAS 75229

**GEOLINE SURVEYING, INC.**

10212 BELLEVUE ROAD, BELLEVUE, TEXAS 75229  
 (972) 241-1111

Surveyor's License No. 10212

**Always Surveying Co., LLC**  
 P.O. Box 10212, Dallas, TX 75229  
 (972) 241-1111

Surveyed on 10/10/10

**SURVEYOR'S NOTES**

- 1. THIS SURVEY WAS MADE FROM THE CORNER OF THE ADJACENT PARCELS.
- 2. ALL DISTANCES WERE MEASURED WITH A TOTAL STATION.
- 3. ALL DISTANCES WERE MEASURED TO THE CENTER OF THE PLYWOOD TARGET.
- 4. ALL DISTANCES WERE MEASURED TO THE CENTER OF THE PLYWOOD TARGET.

PERMITTED BY THE CITY OF BELLEVUE TO BE USED FOR THE PURPOSES OF THIS SURVEY.

**SURVEYOR'S CERTIFICATION**

I, **DRENTO AMAYA**, a duly licensed and qualified surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey.

*Drento Amaya*  
 Surveyor  
 License No. 10212





## **MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**DATE:** JANUARY 22, 2015

**RE:** LIFE-OF-THE-USE CONDITIONAL USE PERMIT –  
TELECOMMUNICATION TOWER FILE NO. CUP#141271

### **GENERAL INFORMATION:**

**APPLICANT:** Gary Edenburn, representing Crown Castle International Corporation, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a Single Family Residential District (R-1).

**LEGAL DESCRIPTION:** The property is legally described as 0.021 of an acre, more or less, out of Lot 184, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is physically located at 1011 West Kelly Avenue.

**ZONING:** The property is currently zoned a Single Family Residential District (R-1). The surrounding area is zoned Single Family Residential District (R-1) to the north, west and east and High Density Residential District (R-4) to the south. The area is generally designated for public/semi-public use in the Land Use Plan.

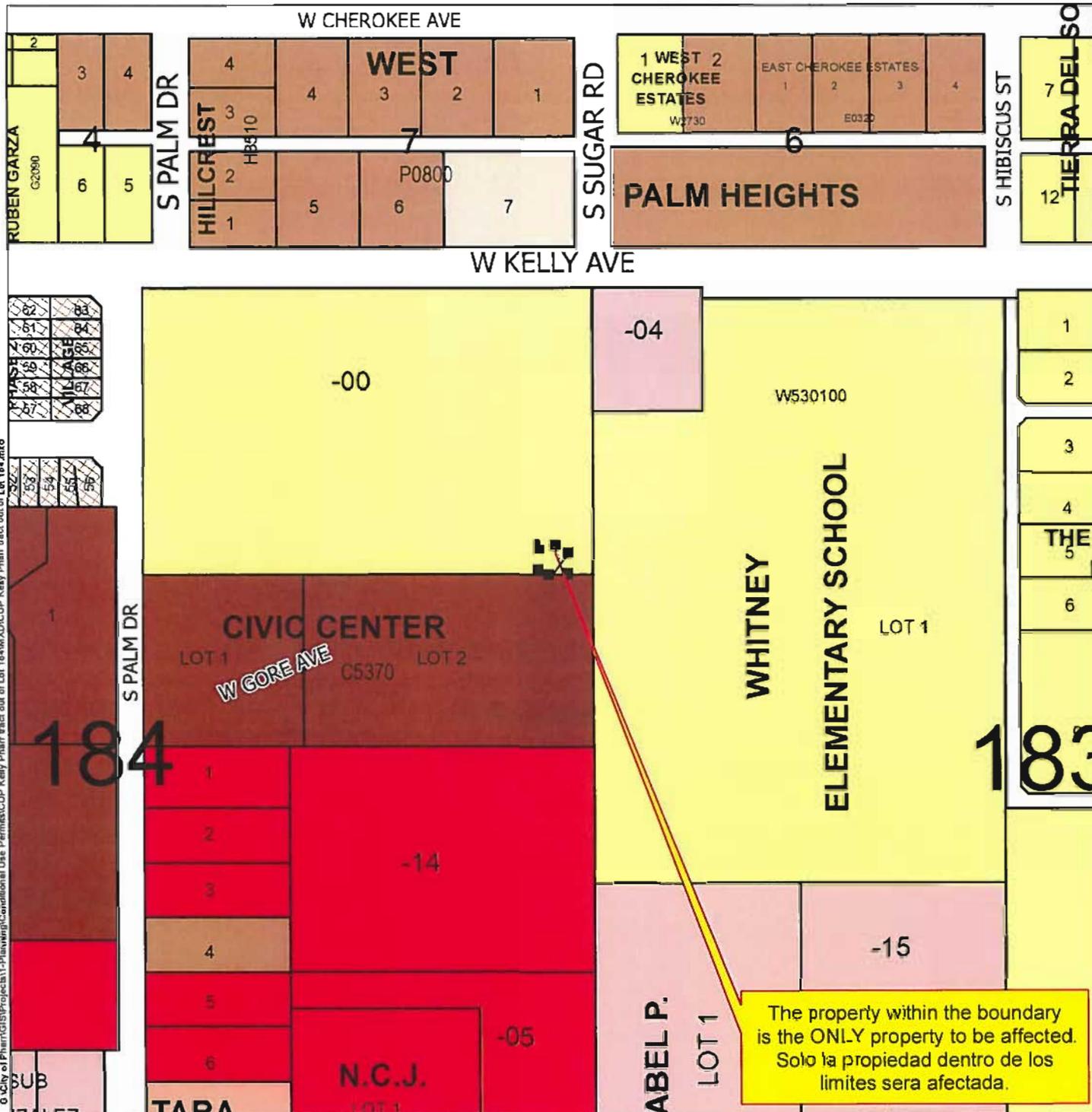
**NOTIFICATION OF PUBLIC:** Four (4) surrounding property owners were notified by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**PLANNING STAFF RECOMMENDATIONS:** Planning Staff is recommending **approval** of the Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a Single Family Residential District (R-1) subject to the following conditions:

1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
5. The telecommunications tower must comply with all setback and height requirements.
6. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
  - Any change in use or change in extent of use, area or location being used.
  - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
  - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING** Planning and Zoning Commission voted unanimously to  
**RECOMMENDATIONS:** approve the request for a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in a Single Family Residential District (R-1) subject to staff's recommendations.

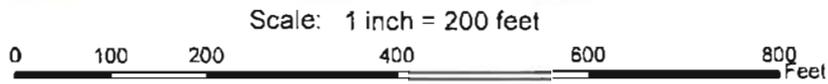
Proposed Conditional Use Permit  
 Kelly Pharr tract out of Lot 184  
 Gary Edenburn / Crown Castle



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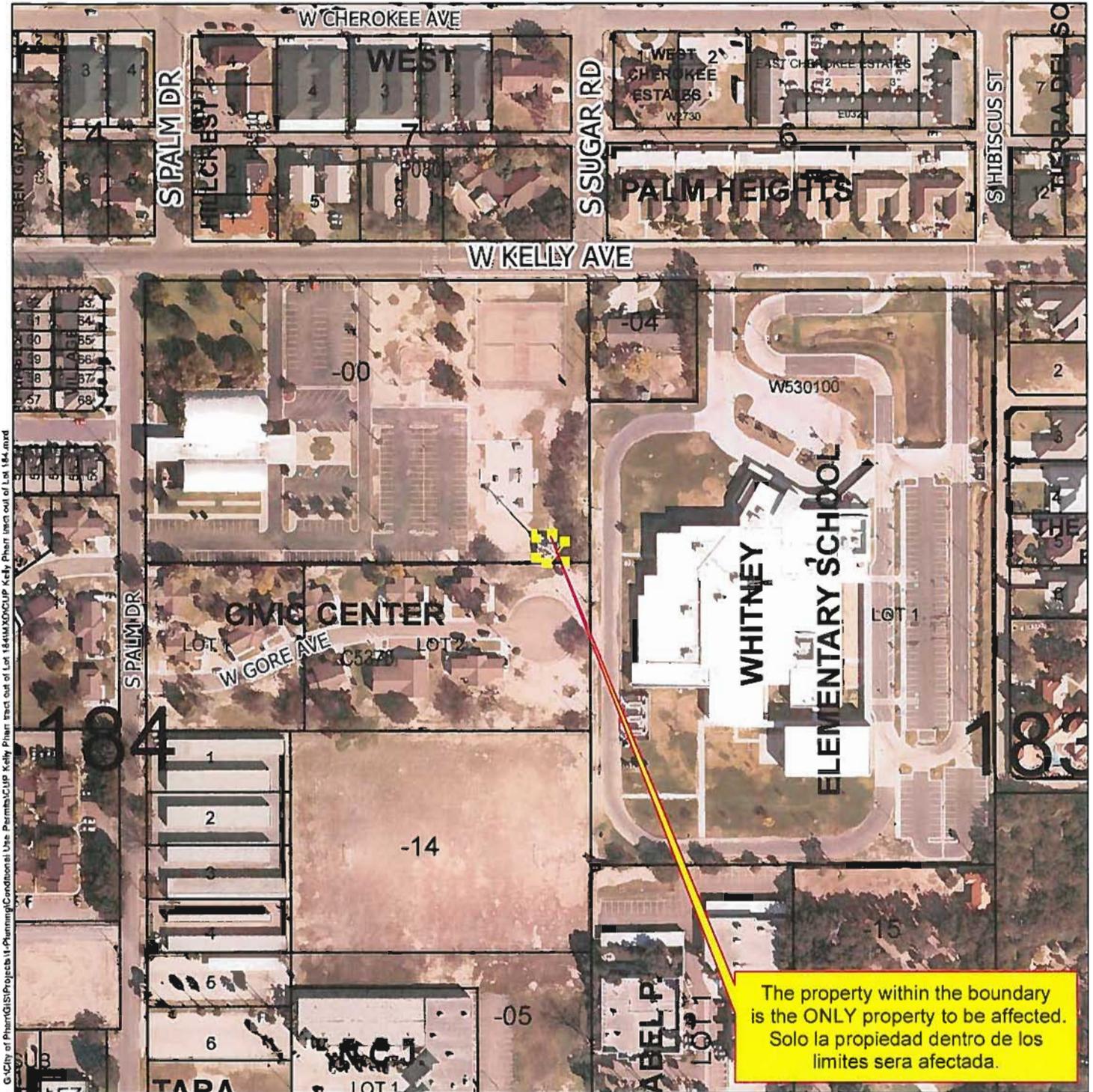
- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space     | High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

City of Pharr, Texas  
 Engineering Department  
 958.702.5355



Date: 12/19/2014

Proposed Conditional Use Permit  
 Kelly Pharr tract out of Lot 184  
 Gary Edenburn / Crown Castle



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

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

City of Pharr, Texas  
 Engineering Department  
 958 702.6365

Scale: 1 inch = 200 feet



Date: 12/19/2014

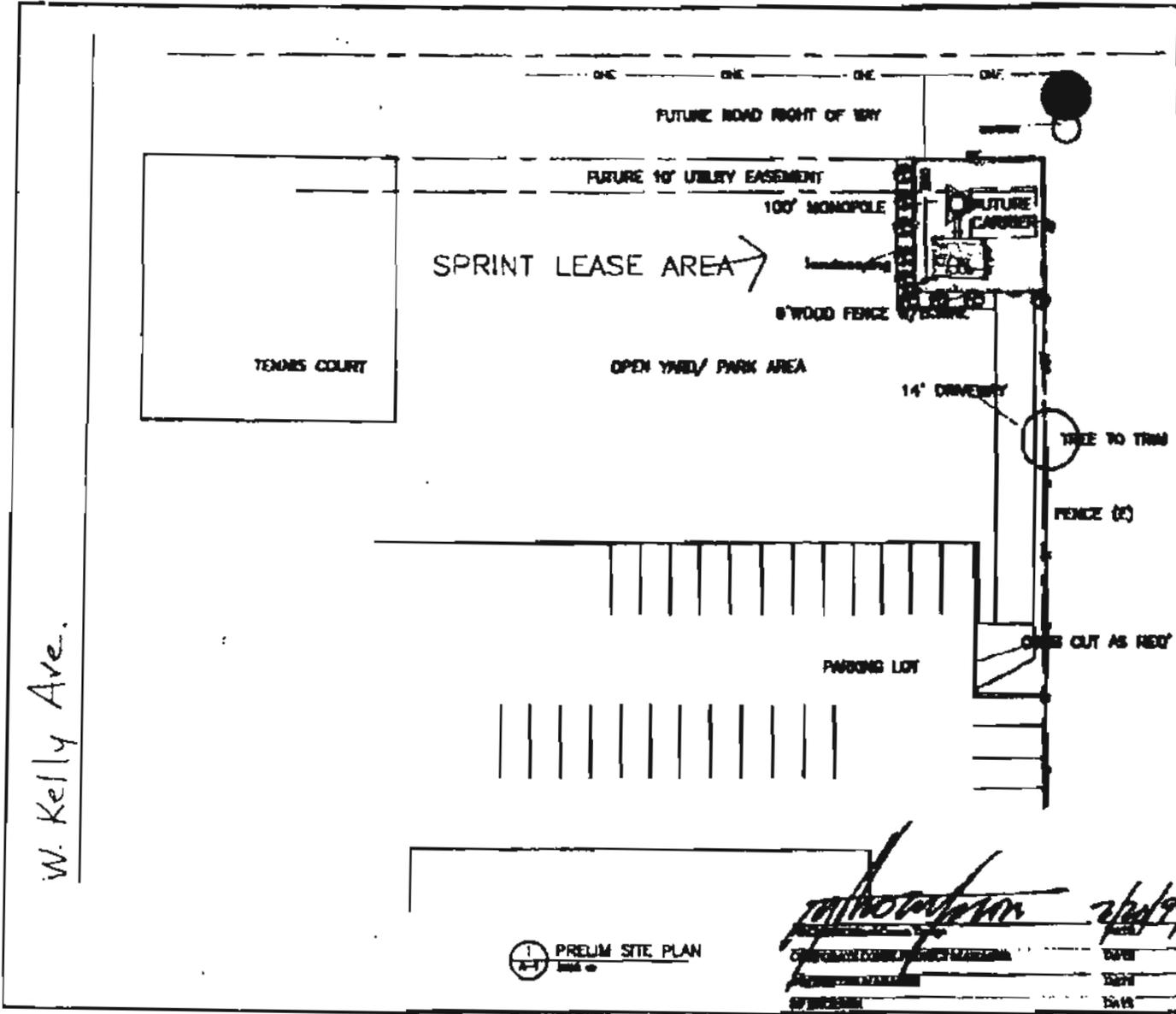
07/21/98 WED 14:57

SPRINT SPECTRUM L.P.

0003

EXHIBIT "A1"

W. Kelly Ave.



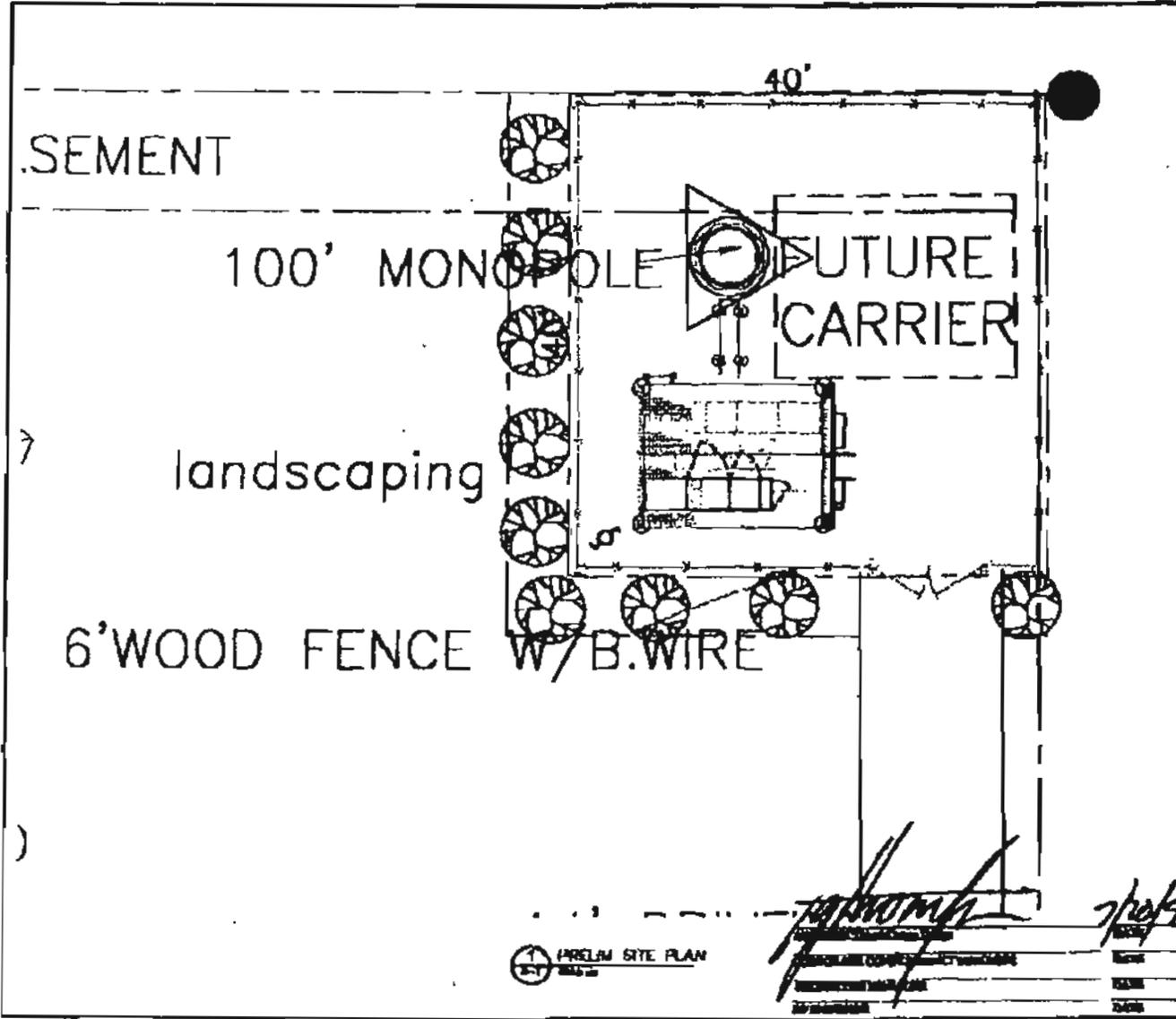
PRELIM SITE PLAN

*[Handwritten signature]*  
 DATE: 7/21/98  
 BY: [Handwritten initials]  
 CHECKED BY: [Handwritten initials]  
 APPROVED BY: [Handwritten initials]

Sprint PCS 1541 W. Mockingbird Lane, Suite 6008 Dallas, Texas 75247	PHARR SUGAR RD. site SITE #
PRELIM SITE PLAN <b>A-2</b>	

BAR

EXHIBIT "A2"



PRELIM SITE PLAN

*[Signature]*  
 DATE: 7/21/90  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

<p>PHARR SUGAR RD. SITE        SITE # 007</p>	<p>Sprint PCS        1341 W. Montclair Lane, Suite 6008        Dallas, Texas 75247</p>	<p>PRELIM SITE PLAN        A-1</p>
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## **MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**DATE:** JANUARY 22, 2015

**RE:** LIFE-OF-THE-USE CONDITIONAL USE PERMIT – CO-CO-LOCATION  
OF TELECOMMUNICATION EQUIPMENT FILE NO. CUP#141272

### **GENERAL INFORMATION:**

**APPLICANT:** Gary Edenburn, representing Sprint Spectrum L.P., has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a Single-Family Residential District (R-1).

**LEGAL DESCRIPTION:** The property is legally described as 0.021 of an acre, more or less, out of Lot 184, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is physically located at 1011 West Kelly Avenue.

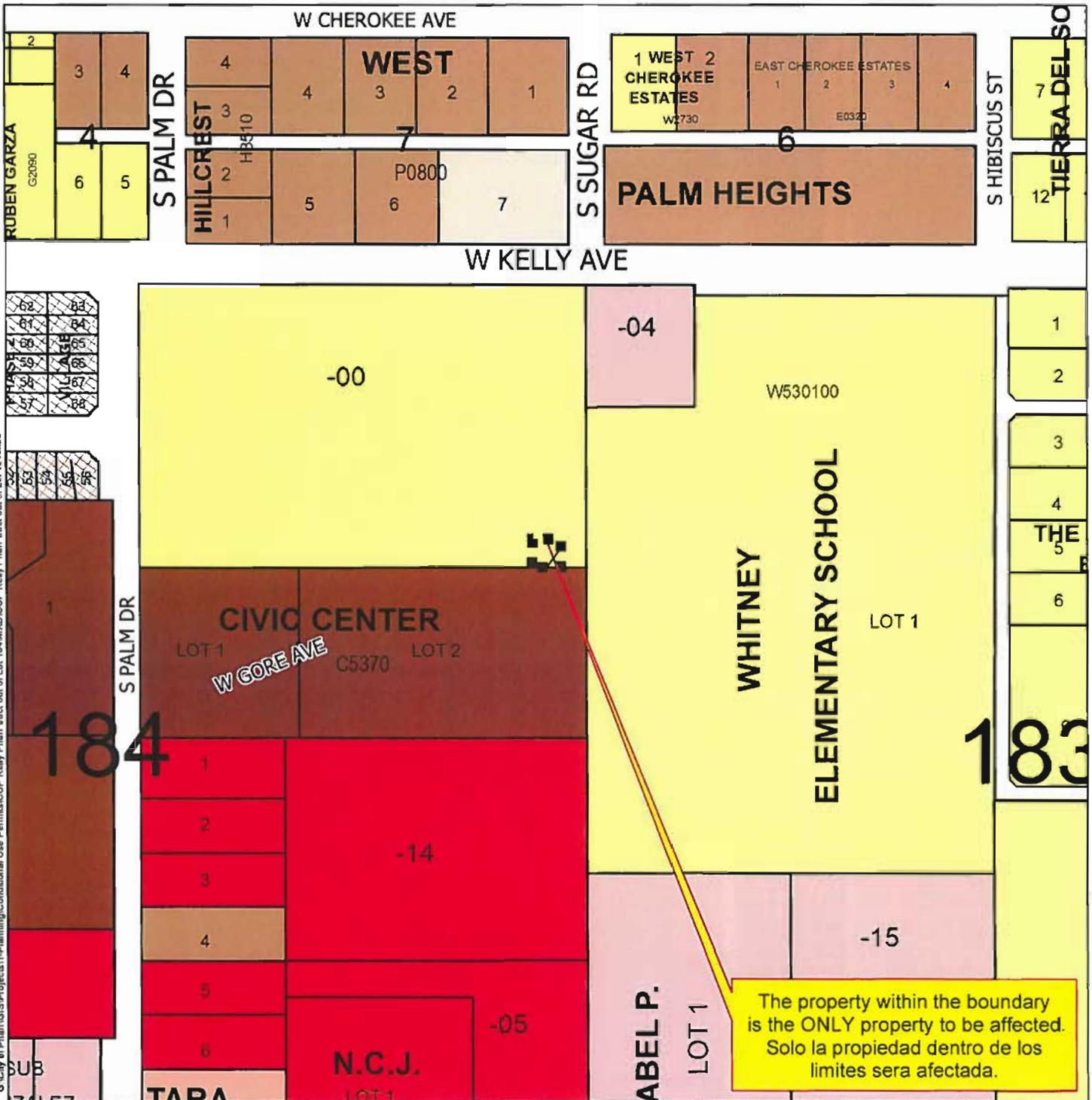
**ZONING:** The property is currently zoned Single-Family Residential District (R-1). The surrounding area is zoned Single-Family Residential District (R-1) to the north, west and east, and High Density Multi-Family Residential District (R-4) to the south. The area is generally designated for public/semi-public use in the Land Use Plan.

**NOTIFICATION OF PUBLIC:** Four (4) surrounding property owners were notified by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**PLANNING STAFF RECOMMENDATIONS:** Planning Staff is recommending **approval** of the Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a Single-Family Residential District (R-1) subject to the following conditions:

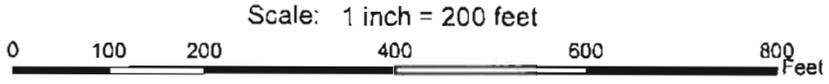
1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
5. The telecommunications tower must comply with all setback and height requirements.
6. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
  - Any change in use or change in extent of use, area or location being used.
  - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
  - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING RECOMMENDATIONS:** Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow the co-location of telecommunication equipment on an existing tower in a Single-Family Residential District (R-1) subject to staff's recommendations.

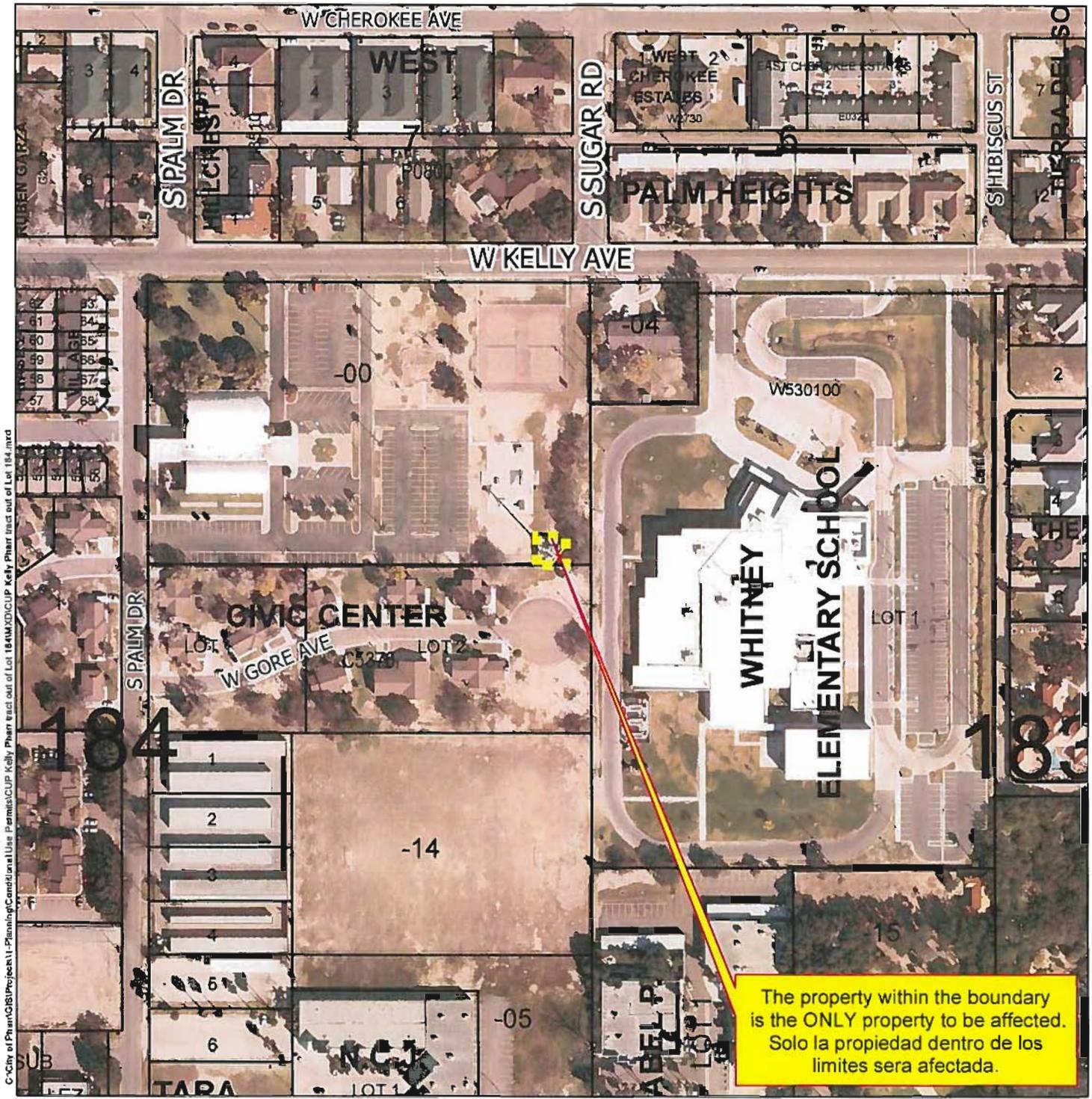


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- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|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



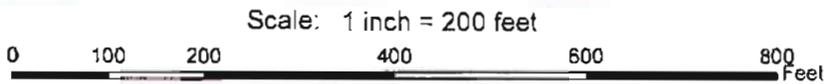
Proposed Conditional Use Permit  
 Kelly Pharr tract out of Lot 184  
 Gary Edenburn / Sprint Spectrum, LP



C:\City of Pharr\GIS\Projects\11-Planning\Conditional Use Permits\CUP Kelly Pharr tract out of Lot 184.mxd

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

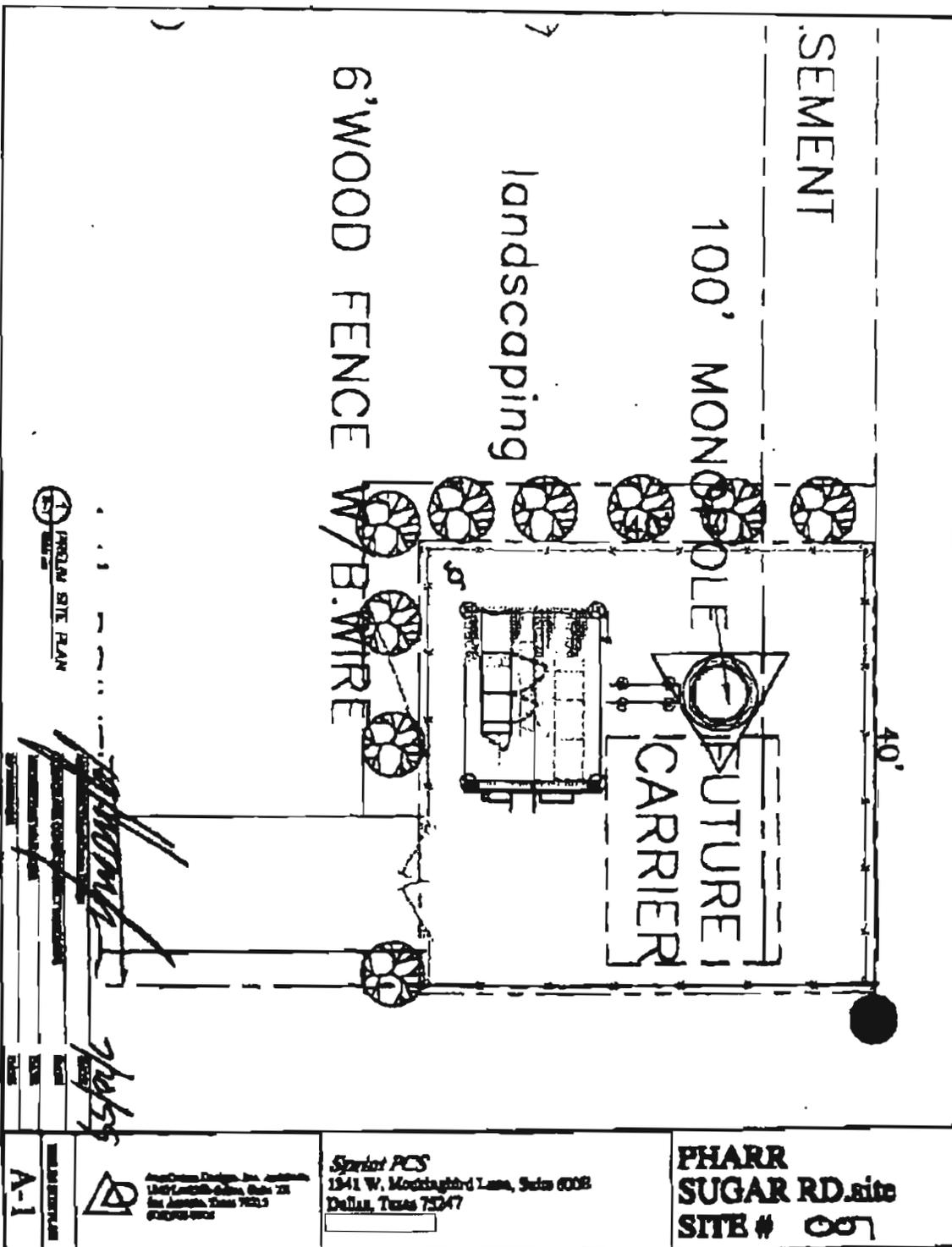
City of Pharr, Texas  
 Engineering Department  
 956.702.5355



Date: 12/19/2014



EXHIBIT "A2"



ORDINANCE NO. O-2015- \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF HIDALGO §  
CITY OF PHARR §

**AN ORDINANCE ESTABLISHING THE POSITIONS OF ASSISTANT CITY MANAGER AND DEPUTY CITY MANAGER; RATIFICATION OF PRIOR ACTS; FOR INCLUSION IN THE PHARR CITY CODE; ESTABLISHING POWERS; DUTIES; GOVERNANCE; PROVIDING FOR SEVERABILITY AND CUMULATIVE CLAUSES; EFFECTIVE DATE; PROPER NOTICE AND MEETING**

**WHEREAS**, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self government, and shall all powers granted by law, constitution, and ordinance;

**WHEREAS**, pursuant to Texas Local Government Code section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

**WHEREAS**, pursuant to the Texas Constitution, Article XI, section 5, and Texas Local Government Code section 51.072, the City, as a home-rule municipality, has full power of local self government, and as such, seeks to create a new department to handle local tourism, business growth, and business retention; and

**WHEREAS**, pursuant to Article IV, section 1(b) of the Pharr City Charter, the City Manager shall appoint, subject to consultation, all department heads, and without consultation all City employees except as provided by law including the Charter and personnel rules, and may delegate responsibilities.

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

**SECTION 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.

## **SECTION 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 Ordinance 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.

**SECTION 3.           ROLE AND POWERS.**

The Assistant City Manger 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 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.

**SECTION 4.           CUMULATIVE CLAUSE.**

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances or parts of other ordinances in direct conflict with this Ordinance are herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above described ordinance shall remain in full force and effect unimpaired herewith.

**SECTION 5.           EFFECTIVE DATE; PUBLICATION.**

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

**SECTION 6.           PROPER NOTICE AND MEETING.**

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

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

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the first and only reading on this the \_\_\_\_\_ day of \_\_\_\_\_ 2014**

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the first and only reading on this the \_\_\_\_\_ day of \_\_\_\_\_ 2014**

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF**

**THE CITY OF PHARR, TEXAS, on the first and only reading** on this the \_\_\_\_\_  
day of \_\_\_\_\_ 2015

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO: O-2015-**

**AN ORDINANCE AMENDING ORDINANCE O-2014-43; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE**

**WHEREAS**, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015, and has filed same with the City Clerk, and complied with all procedures required by law; and

**WHEREAS**, state law requires that the governing body adopt an Ordinance, and the city charter requires that such an amendment take be approved by  $\frac{3}{4}$  vote of the members of the Board.

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

**SECTION 1:** That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2014 and ending September 30, 2015, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

**SECTION 2:** That the increase in revenues of \$1,500,000 and the increase of expenditures of \$1,500,000 is hereby appropriated out of expenditures and increased in revenues of the general fund. The details and purpose is included in the attached documents.

**SECTION 3:** That the increase in revenues of \$250,000 and the increase of expenditures of \$250,000 is hereby appropriated out of expenditures and increased in revenues of the general capital improvement project fund. The details and purpose is included in the attached documents.

**SECTION 4:** That the increase in revenues of \$1,500,000 and the increase of expenditures of \$1,500,000 is hereby appropriated out of expenditures and increased in revenues of the bridge fund. The details and purpose is included in the attached documents.

**SECTION 5:** The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

**SECTION 6: Repealing Clause**

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

**SECTION 7: 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 8: Publication Effective Date**

This ordinance shall be published after its passage and approval and shall take effect and be enforced from and after ten (10) days following such publication in the official newspaper.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 22nd day of January, 2015.

CITY OF PHARR

\_\_\_\_\_  
Leopoldo "Polo" Palacios, Mayor

ATTEST:

\_\_\_\_\_  
Hilda Pedraza, City Clerk

CITY OF PHARR, TEXAS  
 BUDGET YEAR 14/15 - BUDGET AMENDMENT #1  
 DETAILED AMENDMENT ACTIVITY  
 JANUARY 2015

FUND	DEPT	ACCOUNT	ACCOUNT NAME	DR	CR	Description
<b>GENERAL FUND</b>						
<b>REVENUES:</b>						
01	4	4883-70	Transfer In-Bridge		\$ 1,500,000	Due to delay in competing bridge opening, additional funds are available
					<b>Total Revenues</b>	<b>\$ 1,500,000</b>
<b>EXPENDITURES:</b>						
<b>IT Dept:</b>						
01	518	8806	System Improvements	\$ 100,000		Public Safety Radio System Upgrade Required
<b>Development Svcs Dept:</b>						
01	527	5530	Contractual Services	\$ 150,000		Contract with TX A&M for Comprehensive Plan Development
<b>Non-Departmental:</b>						
01	530	9980-40	Transfer Out - CIP	\$ 250,000		Assist with Skate Park Project and other
01	530	9980-83	Transfer Out - Pharr PFC#1	\$ 1,000,000		Assist in paying down Commercial Park Debt
					<b>Total Expenditures</b>	<b>\$ 1,500,000</b>

NET EFFECT ON GENERAL FUND: INCREASE (REVENUES)/EXPENDITURES \$ -

<b>CIP FUND</b>						
<b>REVENUES:</b>						
40	4	4883-01	Transfer In- General Fund		\$ 250,000	Assist with Skate Park Project and other
					<b>Total Revenues</b>	<b>\$ 250,000</b>
<b>EXPENDITURES:</b>						
40	510	8839-xx	Skate Park Project	\$ 250,000		Project is in need of funding, total project cost: \$300k
					<b>Total Expenditures</b>	<b>\$ 250,000</b>

NET EFFECT ON CIP FUND: INCREASE (REVENUES)/EXPENSES \$ -

<b>BRIDGE FUND</b>						
<b>REVENUES:</b>						
70	4	4662	Bridge Toll Revenues		\$ 1,500,000	Due to delay in competing bridge opening, additional funds are available

				<b>Total Revenues</b>	<b>\$ 1,500,000</b>	
<b>EXPENSES:</b>						
70	510	9980-1	Transfer Out - General Fund	\$ 1,500,000		Transfer excess funds which belong to the General Fund
			<b>Total Expenses</b>	<b>\$ 1,500,000</b>		

**NET EFFECT ON BRIDGE FUND: INCREASE (REVENUES)/EXPENSES** \$ -

<b>PEDC FUND</b>						
<b>REVENUES:</b>						

**PHARR ECONOMIC DEVELOPMENT CORPORATION  
 BUDGET YEAR 14/15 - BUDGET AMENDMENT #1  
 DETAILED AMENDMENT ACTIVITY  
 JANUARY 2015**

PEDC FUND				
<b>REVENUES:</b>				
86	4	4662	Bridge Toll Revenues	
				<b>Total Revenues</b>
<b>EXPENSES:</b>				
86	510	9903	Property Taxes	\$ 80,170
86	510	9991	Loss on Sale of Land	\$ 482,330
86	510	9980-83	Transfer Out - Pharr PFC #1	\$ 639,520
			<b>Total Expenditures</b>	<b>\$ 1,202,020</b>

**NET EFFECT ON PEDC FUND: INCREASE (REVENUES)/EXPENSES**

\$ 639,520	To account for activity in the sale of two pieces of land in Dec 2014
\$ 639,520	
	To account for activity in the sale of two pieces of land in Dec 2014
<--non-cash	To account for activity in the sale of two pieces of land in Dec 2014

\$ 562,500

**PHARR PUBLIC FACILITIES CORPORATION #1  
 BUDGET YEAR 14/15 - BUDGET AMENDMENT #1  
 DETAILED AMENDMENT ACTIVITY  
 JANUARY 2015**

<b>PHARR PFC#1 FUND</b>				
<b>REVENUES:</b>				
83	4	4883-01	Transfer In - General Fund	
83	4	4883-86	Transfer In - PEDC	
				<b>Total Revenues</b>
<b>EXPENSES:</b>				
83	510	7720	Frost Loan - Principal	\$ 1,639,520
			<b>Total Expenditures</b>	<b>\$ 1,639,520</b>

**NET EFFECT ON PFC#1 FUND: INCREASE (REVENUES)/EXPENSES**

\$ 1,000,000	Assist in paying down Commercial Park Debt
\$ 639,520	Assist in paying down Commercial Park Debt
<b>\$ 1,639,520</b>	

\$ -



**AGENDA ITEM REQUEST**

MEETING DATE: 1/22/15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Abandonment of Right-of-Way  
709 W. Bus. 83 - Legal Description: The east 2.5 feet of Lot 3, all of Lots 4 through 8, inclusive; the west 13 feet of Lot 9, the west 31 feet of Lot 20; all of Lot 21, and the east 46.2 feet of Lot 22, all in Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas.

PARTY MAKING THE REQUEST: Idalia Carolina Fernandez

NATURE OF THE REQUEST: Abandonment of Right-of-Way

**BUDGET:**

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

DEPT. HEAD: *Edward Wylie* DATE: 1-14-15

ASSISTANT CITY MANAGER: *Idalia* DATE: 1-16-15

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:** Staff recommends approval to  
abandon the right-of-way.

\_\_\_\_\_  
\_\_\_\_\_

**ORDINANCE NO. O-2015-\_\_\_\_\_**

**AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON AND CLOSE A PORTION OF A 20 FOOT (NOT OPEN) ALLEY, FINDING THAT SAID ALLEY IS NO LONGER NEEDED; RATIFICATION OF PRIOR ACTS; DECLARING AN EMERGENCY AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City Commission of the City of Pharr has determined that it is in the public's best interest that the City vacate, abandon and close a portion of a 20 foot (not open) alley lying between the East 2.5 feet of Lot 3, all of Lots 4 through 8, inclusive; the West 13 feet of Lot 9, the West 31 feet of Lot 20; all of Lot 21, and the East 46.2 feet of Lot 22, all in Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas; and

**WHEREAS**, the legal description and map of the property to be vacated, abandoned and closed is set out in Exhibit "A" and "B" attached hereto; and

**WHEREAS**, the above described Right-of-Way will not be used, opened or improved by the City of Pharr for use by the general public.

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

**SECTION 1:** That portion of 20 foot alley (not open) lying between the East 2.5 feet of Lot 3, all of Lots 4 through 8, inclusive; the West 13 feet of Lot 9, the West 31 feet of Lot 20; all of Lot 21, and the East 46.2 feet of Lot 22, all in Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas, more fully described in Exhibit "A" and "B" is hereby vacated, and closed as a public Right-of-Way, and abandoned as such.

**SECTION 2: SAVINGS CLAUSE**

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

**SECTION 3: 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-time be in compliance with state, federal, local and other guidelines as directed.

**SECTION 4: DISPENSING WITH THREE MEETING REQUIREMENT; PUBLICATION**

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that 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-in accordance with the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

**SECTION 5: PROPER NOTICE AND MEETING**

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

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 22<sup>nd</sup> day of January, 2015.

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK

EXHIBIT "A"

EULA YOUNG SUBD ABANDONMENT

A TRACT OF LAND CONTAINING 2,810 SQUARE FEET SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF EULA YOUNG SUBDIVISION, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 10, PAGE 43, HIDALGO COUNTY DEED RECORDS, SAID 2,810 SQUARE FEET ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A HALF (1/2) INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 3, BLOCK 1 EULA YOUNG SUBDIVISION, AS RECORDED IN VOLUME 10, PAGE 43, HIDALGO COUNTY MAP RECORDS;

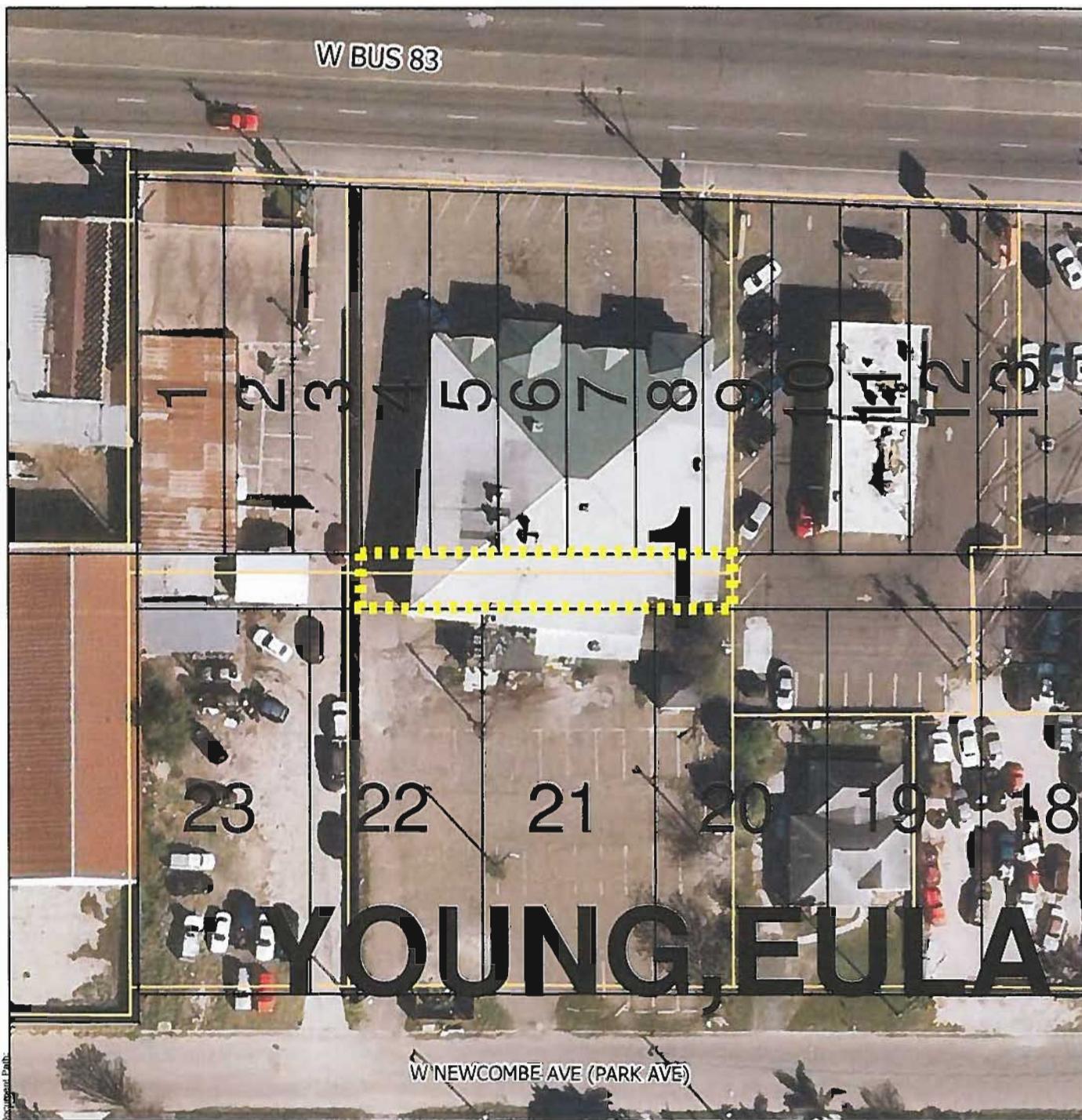
THENCE, ALONG THE SOUTH LINE OF LOT 3, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.50 FEET TO A HALF (1/2) INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER HEREOF AND POINT OF BEGINNING;

THENCE, ALONG THE SOUTH LINE OF LOT 3, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 140.50 FEET TO A HALF (1/2) INCH IRON ROD FOUND, FOR THE NORTHEAST CORNER HEREOF;

THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF LOT 20, TO A HALF (1/2) INCH IRON ROD FOUND, FOR THE SOUTHEAST CORNER HEREOF;

THENCE, ALONG THE NORTH LINE OF LOT 20, NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 140.50 FEET TO A HALF (1/2) INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER HEREOF;

THENCE, NORTH 08 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A HALF (1/2) INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER HEREOF AND POINT OF BEGINNING; CONTAINING 2,810 SQUARE FEET, MORE OR LESS.



**Legend**

- ACAD\_Lot\_Lines     Pharr ETJ Image     Green: Band\_2
-  Pharr Parcels     Footprint    **RGB**     Blue: Band\_3
-  Pharr City Limit     Red: Band\_1

InformationTechnology -GIS City of Pharr, Texas 118 S Cage Blvd. (956) 402-4900 x4921	<h2 style="margin: 0;">709 W. Bus. 83</h2> <h3 style="margin: 0;">Location Map</h3>	
<small>Source: COP, Hidalgo County Appraisal District</small> <small>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.</small>	 <p>Scale: 1 inch = 52 feet</p>	

ABANDONMENT SUMMARY  
FOR CITY USE ONLY

Location of Abandonment **709 W. BUS. 83**

Review by:  
**Roland Gomez**

Payment received by:  
**Della Robles**

Date Paid:  
**11-21-14**

CITY DEPARTMENTS

Engineering	Approval	<input checked="" type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
Fire	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
Inspection	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>

Planning	Approval	<input checked="" type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
Public Works	Approval	<input checked="" type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
<b>Public Utilities</b>	Approval	<input checked="" type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>

City Staff Comments


UTILITY COMPANIES

Phone	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
Gas	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
Cable	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>

Irrigation	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
Electric	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>

Utility Company Comments


BOARD ACTIONS

Staff Recommendations	Approval	<input checked="" type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
City Commission Actions	Date _____	
	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>

PRZ Recommendations	Approval	<input type="checkbox"/>
	Disapproval	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>
Sent to Legal	_____	
Date Recorded	_____	
Volume	_____	
Page	_____	

Comments


November 18, 2014

TO WHOM MAY IT CONCERN

REF: ABANDONMENT OF ROW

Property Located : 107 W BUS HWY 83 PHARR TX 78577 (LA MEXICAN A RESTAURANT)

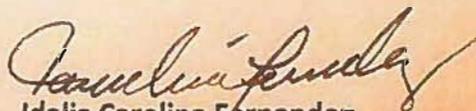
OWNER: IDALIA CAROLINA FERNANDEZ

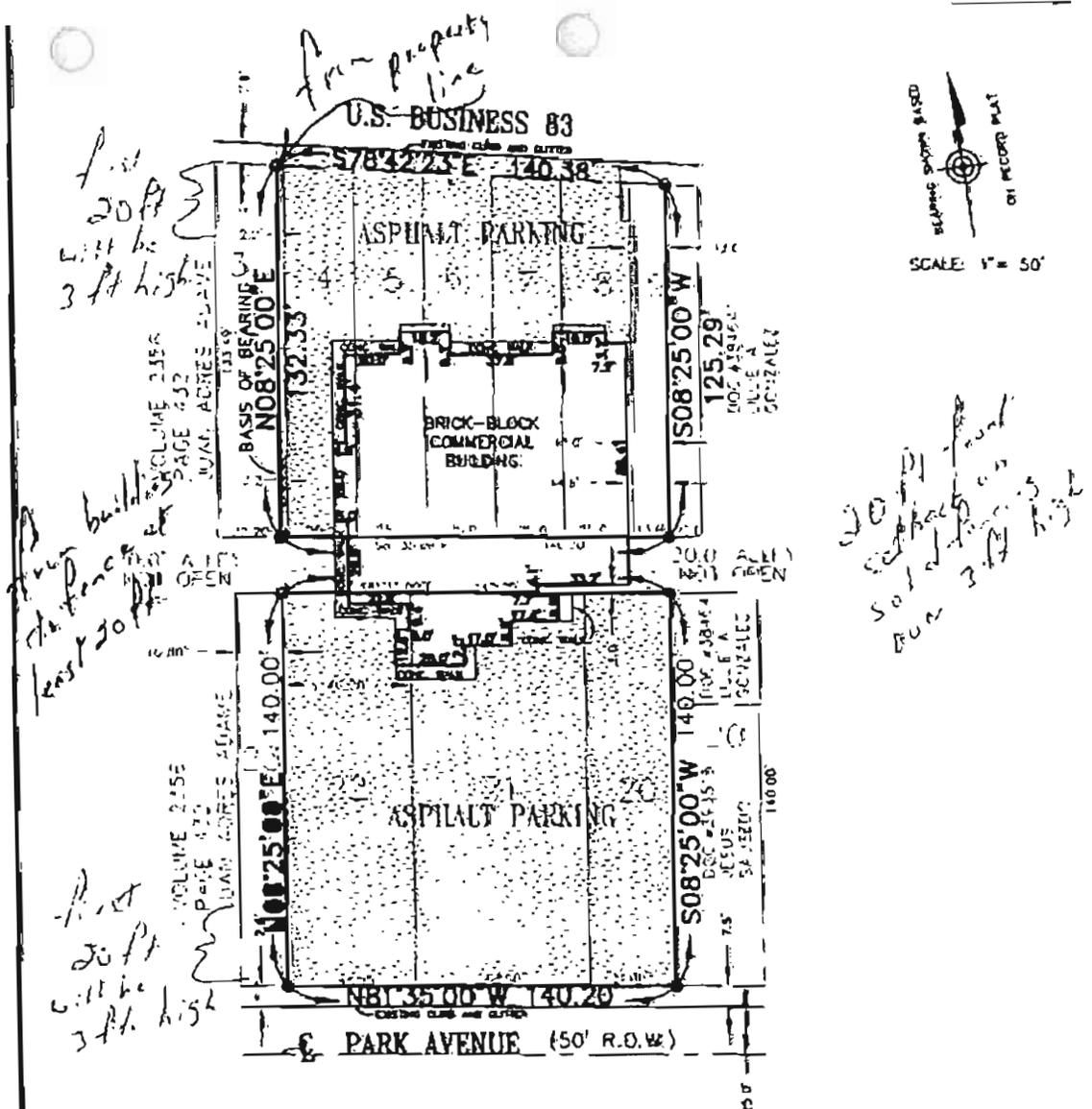
Dear Gentlemen:

Please be advised that I have submitted the application for abandonment of row because I have applied for a commercial loan and the title company & the lender in order to close on my deal they need for this alley to be abandon by the City of Pharr.

Call me any question 956-570-7537

Sincerely

  
Idalia Carolina Fernandez



LEGEND	
●	- SET 1/2" IRON ROD
⊗	- TD. 3/4" IRON PIPE
⊙	- SET PW NAIL

NOTE:  
THIS SURVEY PREPARED WITHOUT  
THE BENEFIT OF A TITLE REPORT.

**PLAT SHOWING**

THE EAST 2.2' FEET OF LOT 3, ALL OF LOTS 4, THROUGH 8, INCLUSIVE, THE WEST 13.0' FEET OF LOT 9, THE WEST 31.0' FEET OF LOT 20, ALL OF LOT 21 AND THE EAST 46.2' FEET OF LOT 22, ALL IN BLOCK 1, EULA YOUNG SUBDIVISION, AN ADDITION TO THE CITY OF PHARR HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 10, PAGE 43, HIDALGO COUNTY, TEXAS.

ADDRESS: 707 PARK AVENUE  
PHARR TEXAS, 78577  
SURVEYED: JUNE 8 2006

REQUESTED BY: CAROLINA FERNANDEZ  
FLOOD ZONE DESIGNATION: ZONE "D"  
COMMUNITY-PANEL NUMBER: 480347-0065C  
MAP REVISED: OCTOBER 19, 1982

I, PABLO SOTO JR., CERTIFY THAT THE ABOVE PLAT IS AN SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THE VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL HAVE BEEN LOCATED, AS INDICATED.

*Pablo Soto Jr.*  
PABLO SOTO JR., DATE: \_\_\_\_\_  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4541



JOB NUMBER:  
SUR 06 071

**J.E. SAENZ & ASSOCIATES, INC.**  
P.O. BOX 3293  
KILLEBUCK, TEXAS 78540  
TEL: (361) 383-2884  
FAX: (361) 383-3726

STATE OF TEXAS                    { }

COUNTY OF HIDALGO               { }

CITY OF PHARR                    { }

**R E S O L U T I O N**  
**NO: R-2015- \_\_\_\_\_**

**WHEREAS**, Article III, Section 1 of the Charter of the City of Pharr authorizes the Board of Commissioners to fix the time for the two (2) regular meeting per month of the Board of Commissioners of the City of Pharr; and

**WHEREAS**, the City Commission has by motion made and seconded unanimously agreed to designate the time of 5:00 p.m. on every first and third (1<sup>st</sup> & 3<sup>rd</sup>) Tuesday of every month the regular City Commission Meeting; and

**WHEREAS**, the City Commission regular meeting of Tuesday, January 20, 2015 was ratified on Thursday, January 22, 2015.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT** it ratifies the action of meeting on Thursday, January 22, 2015.

**PASSED, APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR** this the 22<sup>nd</sup> day of January, 2015.

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR.,  
MAYOR

ATTEST:

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK

RESOLUTION NO. \_\_\_\_\_

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CITY OF PHARR

§

§

§

**A RESOLUTION AUTHORIZING MUNICIPAL ACTIVITY WITHIN CITY OWNED PROPERTY LOCATED WITHIN FLOODWAY**

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

**SECTION 1: MUNICIPAL USE OF FLOODWAY PROPERTY.**

A. The City of Pharr, as owner of property described as 132.09 acres of land out of lots 270, 271, 274, and 275 Kelly Pharr Subdivision Hidalgo County, Texas, hereby authorizes activities within the area described above in furtherance of municipal purposes for general public enjoyment. The municipal activities will not have a negative impact on the floodway system, cause no rise in the floodway, will not include installation of any permanent structures or improvements including but not limited to: electrical power, fencing, rides and games, restrooms, stages, and the City will ensure appropriate cleanup. The City seeks a multi-year permit for any activities within the above referenced area, but not less than one year.

B. This Resolution shall be considered as a continuing resolution until such authorization is hereby revoked or rescinded.

C. It is also resolved that both city personnel and the City Attorney are

authorized to act in any way necessary to initiate permitting for the above referenced area, and to preserve, protect, and defend the interests, both legal and equitable, of the City of Pharr.

**SECTION 2: SAVINGS CLAUSE.**

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

**SECTION 3: SEVERABILITY CLAUSE.**

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

**SECTION 4: EFFECTIVE DATE.**

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

PASSED AND APPROVED BY THE BOARD  
OF CITY COMMISSIONERS OF PHARR, TEXAS

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:

PHARR CITY CLERK



**AGENDA ITEM REQUEST**

MEETING DATE: ~~11-13-14~~ 1-22-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Staff recommends not to sell the lots to Mr. Garcia and keep any downtown parking the City owns as free parking

PARTY MAKING THE REQUEST: Development Services

NATURE OF THE REQUEST: Request to sell City lots

**BUDGET:**

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

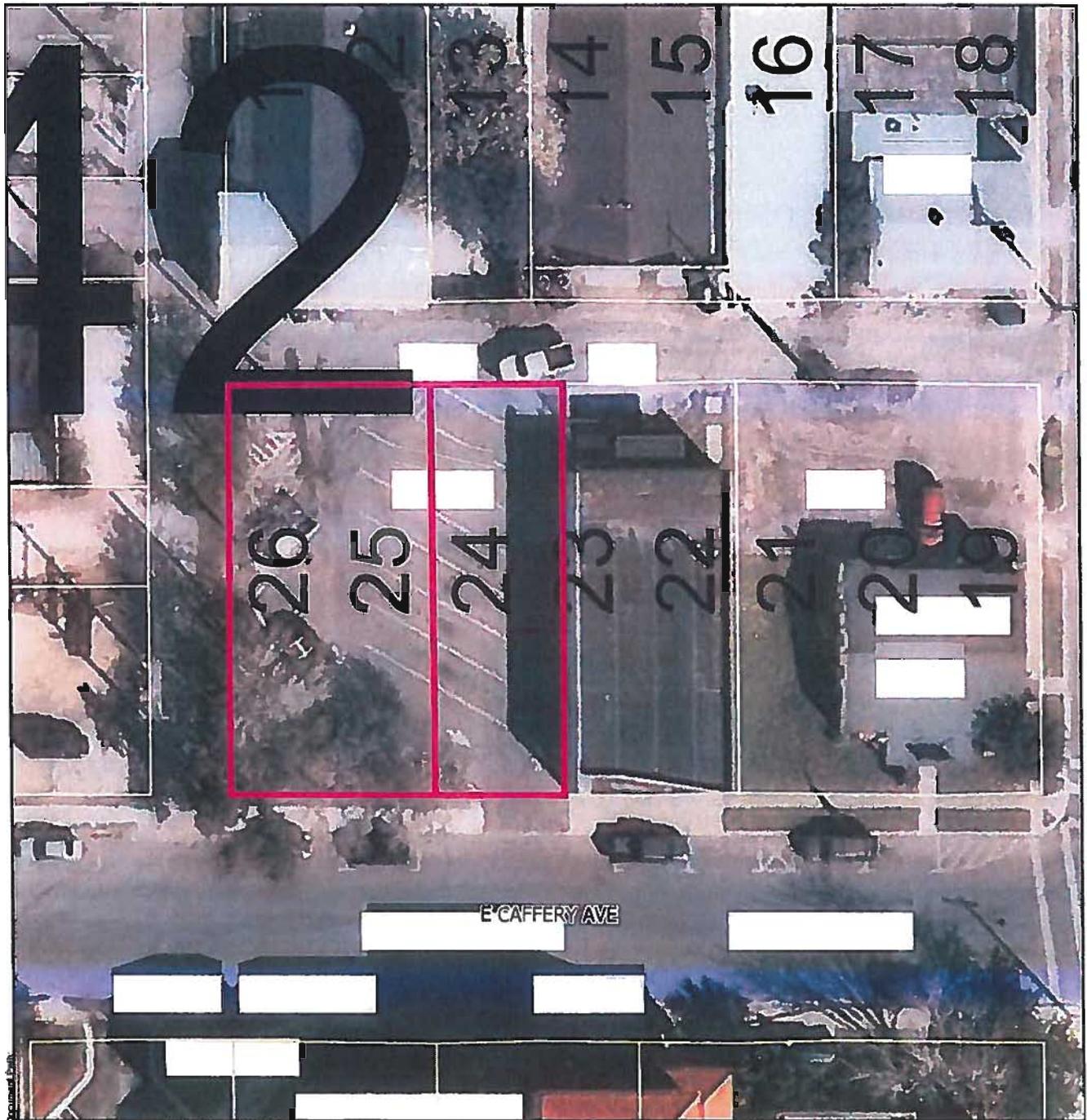
DEPT. HEAD: [Signature] DATE: 11-13-14

ASSISTANT CITY MANAGER: [Signature] DATE: 11/13/14

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

Staff recommends not to sell the lots or parking.



**Legend**

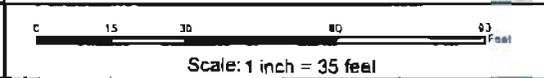
- Pharr\_Parcels Footprint Image Green: Band\_2
- Pharr City Limit RGB Blue: Band\_3
- Pharr ETJ Red: Band\_1

InformationTechnology -GIS  
 City of Pharr, Texas  
 118 S Cage Blvd.  
 (956) 402-4900 x4921

**downtown parking**  
 Location Map



Source: COP, Hidalgo County Appraisal District  
 All information displayed on the 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.



July 9, 2014

City of Pharr  
Office of the City Manager  
118 S. Cage  
Pharr, Texas 78577

**Re: Lots 25 and 26, Original Townsite of Pharr, Hidalgo County, Texas**

**Attn: Mr. Fred Sandoval**

Dear Mr. Sandoval:

As you well know, the City is the owner of the above described vacant lots. These lots are adjacent to the Law Office of A. C. Garcia. Mr. Garcia has expressed to me that he is interested in purchasing these lots from the City.

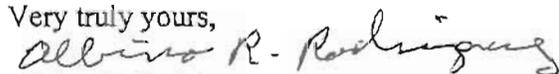
Mr. Garcia has executed a Durable Special Power of Attorney appointing me as his Attorney-In-Fact so that I may negotiate the purchase of these lots from the City on his behalf. Enclosed you will find a copy of the executed Power of Attorney.

Therefore, I am hereby making the City an offer to purchase said lots for the amount of \$28,876.00 (\$14,438.00 per lot).

I would appreciate you considering this offer, and if I need to present myself before the next City Commissioner's meeting, I am available at any time that you inform me.

Thanking you in advance, I remain,

Very truly yours,



Albino R. Rodriguez  
Attorney-In-Fact for A. C. "Tony" Garcia  
4511 S. Alamo Road  
Edinburg, Texas 78539  
(956) 292-1639

Encl. (As stated)

✓ cc: Mr. Juan G. Guerra  
City Financial Director  
118 S. Cage-2<sup>nd</sup> Floor  
Pharr, Texas 78577

**DURABLE SPECIAL POWER OF ATTORNEY**

I, A. C. "Tony" Garcia, of 125 E. Caffery, City of Pharr, County of Hidalgo, State of Texas 78577, hereby appoint Mr. Albino R. Rodriguez, of 4511 S. Alamo Road, City of Edinburg, County of Hidalgo, State of Texas, as my attorney in fact to act in my capacity to do any and all of the following:

1. To negotiate the purchase of the following described lots from the City of Pharr, to-wit:

**All of Lots 25 and 26, Block 42, Original Townsite of Pharr, Hidalgo County, Texas.**

2. To negotiate the Lease dated July 5, 2010 between myself as the Landlord, and The City of Pharr, as Tenant, for 10 **parking spaces** located on the following described lots, to-wit:

**Lot 24 Block 42, and the West 12' of Lot 23, Block 42, Original Townsite of Pharr, Hidalgo County, Texas.**

This power of attorney shall not terminate on my disability. The power conferred on my attorney in fact by this instrument shall be exercisable from July 9, 2014, notwithstanding a later disability or incapacity on my part, unless otherwise provided by the statutes of the State of Texas.

All acts done by my attorney in fact pursuant to the power conferred during any period of my disability or incompetence shall have the same effect and inure to the benefit of and bind me or my heirs, devisees, and personal representatives, as if I were competent and not disabled.

This durable power of attorney shall be nondelegable and shall be valid until such time as I shall die or revoke this power.

Dated **July 9, 2014**

  
A.C. "TONY" GARCIA

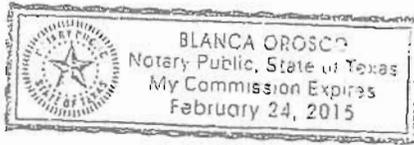
.....  
**(Acknowledged)**

The State of Texas ()

County of Hidalgo ()

This instrument was acknowledged before me on the 9<sup>th</sup> day of July 2014 by A. C.

“Tony” Garcia.



*Blanca Orasco*  
Notary Public, State of Texas



interoffice  
MEMORANDUM

**To:** Mayor and City Commission

**From:** Hilda Pedraza, TRMC City Clerk

**Subject:** Agenda Item – sale and/or auction of property legally described as Lot 22, Block 4, Colonia De Amigos, Pharr, Hidalgo County, Texas.

**Date:** January 22, 2015

---

Backup information will be presented at the meeting.

Thank you.



**AGENDA ITEM REQUEST**

MEETING DATE: January 8, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM:

PARTY MAKING THE REQUEST: William F. Ueckert Jr., P.E. - City Engineer

NATURE OF THE REQUEST: Consideration and action, if any, on awarding bid for the Purchase & Delivery of Construction Materials (TY D HMAC, TY F GR 3 Caliche, Prime Coat MC-30) for E. Anaya Road-CDBG Project.

**BUDGET:**

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSISTANT CITY MANAGER:  DATE: 1/14/15

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

Staff recommends awarding Purchase & Delivery contract for Construction Materials to IOC Company.



## Memorandum

**To:** Fred Sandoval – City Manager

**From:** William F. Ueckert Jr., P.E. - City Engineer  
Dora Robles – E.I.T

**Date:** January 2, 2015

**Re:** **Agenda Item - Consideration and action, if any, on awarding bid for the Purchase & Delivery of Construction Materials (TY D HMAC, TY F GR 3 Caliche, Prime Coat MC-30) for E. Anaya Road-CDBG Project to IOC Company.**

---

Fred:

A total of two (3) bids were received for the above referenced project. IOC Company was the only bid that provided a unit price for all three (3) items on bid proposal. Attached is the bid tabulation for this project.

I recommend awarding the Purchase & Delivery contract to **IOC Company** for TY D HMAC, TY F GR 3 Caliche, Prime Coat MC-30.

**OFFICIAL BID TABULATION RESULTS**

**PROJECT: PURCHASE & DELIVERY OF CONSTRUCTION MATERIALS (TYPE D HMAC-LIMESTONE AGGREGATE, TYPE F GRADE 3 CALICHE, PRIME COAT (MC-30) FOR EAST ANAYA ROAD - CDBG PROJECT**

**BID NO: 1415-01-528-0004**

**DATE: December 12, 2014**

**TIME: 2:00PM**



BASE BID				UPPER VALLEY MATERIALS, LLC.		FRONTERA MATERIALS INC.		IOC COMPANY	
ITEM NO.	ITEM	EST QTY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TY D HMAC (LIMESTONE AGGR.)	1,815	TONS	\$73.05	\$132,585.75	\$67.50	\$122,512.50	\$71.00	\$128,865.00
2	TY F GR 3 CALICHE	2,911	TONS	\$13.50	\$39,298.50	\$8.70	\$25,325.70	\$11.75	\$34,204.25
3	PRIME COAT (MC-30)	3,422	GAL	NO BID	NO BID	NO BID	NO BID	\$4.70	\$16,083.40
<b>BASE BID AMOUNT:</b>					<b>\$171,884.25</b>		<b>\$147,838.20</b>		<b>\$179,152.65</b>
<b>5% BID BOND:</b>					YES		YES		YES



**AGENDA ITEM REQUEST**

MEETING DATE: January 22, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM:

PARTY MAKING THE REQUEST: William F. Ueckert Jr., P.E. - City Engineer

NATURE OF THE REQUEST: Consideration and action, if any, on awarding bid for the Purchase & Delivery of TY "D" HMAC (limestone aggregate) for Single Machine Repaving Project 1st Year Program.

**BUDGET:**

EXPENDITURE REQUIRED: \$513,630.00

CURRENT BUDGET:

ADDITIONAL FUNDING:

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSISTANT CITY MANAGER: [Signature] DATE: 1-10-15

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

Staff recommends awarding Purchase & Delivery contract for Single Machine Repaving Project 1st Year Program to IOC Company the base bid amount of \$441,562.50 and Alternate No. 1 & 2 in the amount of \$31,278.75. The total contract amount will be \$513,630.00.



## Memorandum

**To:** Fred Sandoval – City Manager

**From:** William F. Ueckert Jr., P.E. - City Engineer  
Dora Robles – E.I.T

**Date:** January 15, 2015

**Re:** **Agenda Item - Consideration and action, if any, on awarding bid for the Purchase & Delivery of TY “D” HMAC (limestone aggregate) for Single Machine Repaving Project 1<sup>st</sup> Year Program.**

---

Fred:

A total of three (3) bids were received for the above referenced project. The low base bid was in the amount of \$411,562.50 from IOC Company. Attached is the bid tabulation for this project.

I recommend awarding the Purchase & Delivery contract to **IOC Company** the base bid amount of \$411,562.50 and Alternate No. 1 & 2 in the amount of \$102,067.50 for a total contract amount of **\$513,630.00**.

Below is the breakdown:

The total base bid is:	Asphalt Material:	\$411,562.50
Alternate Bid No. 1	Asphalt Material:	\$ 31,562.50
Alternate Bid No.2	Asphalt Material:	<u>\$ 70,788.75</u>
	<b>Grand Total:</b>	<b>\$513,630.00</b>

**OFFICIAL ITEMIZED BID TABULATION**

**PROJECT:** PURCHASE & DELIVERY OF TYPE "D" HOT MIX ASPHALTIC CONCRETE  
 (LIMESTONE AGG.) FOR SINGLE MACHINE REPAVING PROJECT 1ST YEAR  
 PROGRAM

**BID NO:** 1415-01-528-0003

**DATE:** JANUARY 14, 2015

**TIME:** 2:30 PM

**LOCATION:** CITY COMMISSION RM 2ND FLOOR, PHARR CITY HALL



BASE BID				IOC COMPANY		FRONTERA MATERIALS		UPPER VALLEY MATERIALS	
ITEM NO.	ITEM	EST QTY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	PURCHASE & DELIVERY OF TY D HMAC (LIMESTONE AGGR.)	6,250	TON	\$65.85	\$411,562.50	\$68.50	\$428,125.00	\$71.00	\$443,750.00

ALTERNATE BID NO. 1 (SAN PATRICIA ST: FROM FERGUSON AVE (FM 495) TO POLK AVE)				IOC COMPANY		FRONTERA MATERIALS		UPPER VALLEY MATERIALS	
ITEM NO.	ITEM	EST QTY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	PURCHASE & DELIVERY OF TY D HMAC (LIMESTONE AGGR.)	475	TON	\$65.85	\$31,278.75	\$68.50	\$32,537.50	\$71.00	\$33,725.00

ALTERNATE BID NO. 2 (W. ELDORA ROAD: FROM JACKSON RD TO HWY 281)				IOC COMPANY		FRONTERA MATERIALS		UPPER VALLEY MATERIALS	
ITEM NO.	ITEM	EST QTY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	PURCHASE & DELIVERY OF TY D HMAC (LIMESTONE AGGR.)	1,075	TON	\$65.85	\$70,788.75	\$68.50	\$73,637.50	\$71.00	\$76,325.00



**AGENDA ITEM REQUEST**

MEETING DATE: January 22, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM:

PARTY MAKING THE REQUEST: William F. Ueckert Jr., P.E. - City Engineer

NATURE OF THE REQUEST: Consideration and action, if any, on awarding bid for the City of Pharr Single Machine Repaving Project 1st Year Program.

**BUDGET:**

EXPENDITURE REQUIRED: \$579,851.44

CURRENT BUDGET:

ADDITIONAL FUNDING:

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSISTANT CITY MANAGER: [Signature] DATE: 1/16/15

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

Staff recommends awarding the City of Pharr Single Machine Repaving Project 1st Year Program to Cutler Repaving, Inc. the base bid amount of \$471,344.54 and Alternate No. 1 & 2 in the amount of \$108,506.90. The total contract amount will be **\$579,851.44**.



## Memorandum

**To:** Fred Sandoval – City Manager

**From:** William F. Ueckert Jr., P.E. - City Engineer  
Dora Robles – E.I.T

**Date:** January 15, 2015

**Re:** **Agenda Item - Consideration and action, if any, on awarding bid for the City of Pharr Single Machine Repaving Project 1<sup>st</sup> Year Program.**

---

Fred:

Only one bid was received for the above referenced project. The low base bid was in the amount of \$471,344.54 from Cutler Repaving, Inc. Attached is the bid tabulation for this project.

I recommend awarding the City of Pharr Single Machine Repaving Project 1st Year Program to **Cutler Repaving, Inc.** in the base bid amount of \$471,344.54 and Alternate No. 1 & 2 in the amount of \$108,506.90 for a total contract amount of **\$579,851.44**.

Below is the breakdown:

The total base bid is:	Cuttler Asphalt Placement:	\$471,344.54
Alternate Bid No. 1	Cuttler Asphalt Placement:	\$ 45,958.40
Alternate Bid No. 2	Cuttler Asphalt Placement:	<u>\$ 62,548.50</u>
	<b>Grand Total:</b>	<b>\$579,851.44</b>

**OFFICIAL ITEMIZED BID TABULATION**

**PROJECT: CITY OF PHARR SINGLE MACHINE REPAVING PROJECT 1ST YEAR PROGRAM**

**BID NO: 1415-01-52R-0002**

**DATE: January 14, 2015**

**TIME: 2:00PM**

**LOCATION: CITY COMMISSION RM 2ND FLOOR, PHARR CITY HALL**



<b>BASE BID</b>				<b>CUTLER REPAVING, INC.</b>	
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL
1	1-INCH RECYCLING (Single-pass method as per Section 02612R)	90,017	SY	\$2.75	\$247,546.75
2	REJUVENATOR	9,001	GAL	\$3.60	\$32,403.60
3	CURB LINE MILLING (To include removal & hauling of millings to Public Works Site)	47,961	LF	\$2.35	\$112,708.35
4	MANHOLE ADJUSTMENT	33	EA	\$250.00	\$8,250.00
5	VALVE ADJUSTMENT	5	EA	\$125.00	\$625.00
6	ASPHALT PAVEMENT DEPTH MILLING (To include removal & hauling of milling to Public Works site, base material to be bladed/reshaped to 2% cross slope and compacted)	10,404	SY	\$4.06	\$42,240.24
7	2-INCH OVERLAY (20-22FT wide) (220lbs/sy, to include prime coat MC-30)	10,404	SY	\$2.65	\$27,570.60
<b>TOTAL BASE BID AMOUNT:</b>				<b>\$471,344.54</b>	

<b>ALTERNATE BID NO. 1 (SAN PATRICIA ST: FROM FERGUSON AVE (FM 495) TO POLK AVE)</b>				<b>CUTLER REPAVING, INC.</b>	
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL
1	1-INCH RECYCLING (Single-pass method as per Section 02612R)	10,462	SY	\$2.65	\$27,724.30
2	REJUVENATOR	1,046	GAL	\$3.60	\$3,765.60
3	CURB LINE MILLING (To include removal & hauling of millings to Public Works Site)	5,486	LF	\$2.25	\$12,343.50
4	MANHOLE ADJUSTMENT	6	EA	\$250.00	\$1,500.00
5	VALVE ADJUSTMENT	5	EA	\$125.00	\$625.00
<b>TOTAL ALTERNATE NO. 1 BID AMOUNT:</b>				<b>\$45,958.40</b>	

<b>ALTERNATE BID NO. 2 (W. ELDORA ROAD: FROM JACKSON RD TO HWY 281)</b>				<b>CUTLER REPAVING, INC.</b>	
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL
1	1-INCH RECYCLING (Single-pass method as per Section 02612R)	19,100	SY	\$2.60	\$49,660.00
2	REJUVENATOR	1,910	GAL	\$3.60	\$6,876.00
3	CURB LINE MILLING (To include removal & hauling of millings to Public Works Site)	2,450	LF	\$2.25	\$5,512.50
4	MANHOLE ADJUSTMENT	2	EA	\$250.00	\$500.00
<b>TOTAL ALTERNATE NO. 2 BID AMOUNT:</b>				<b>\$62,548.50</b>	



REC'D \_\_\_\_\_  
 CC \_\_\_\_\_  
 JAN 14 2015  
 CITY OF PHARR  
 CITY CLERKS OFFICE  
 PHARR, TEXAS

**AGENDA ITEM REQUEST**

MEETING DATE: 1/20/15

INITIATED BY: Parrick Killingham DEPARTMENT: Sports Tourism, P80C

AGENDA ITEM: Approval For Mid Valley Events and the City of Pharr to Host the 3rd Annual "Get Up and Train 5K and Half Marathon" to benefit the Pharr Police Athletic League Feb. 16 2015

PARTY MAKING THE REQUEST: Parrick Killingham, Sports Tourism Manager

NATURE OF THE REQUEST: Sports Tourism Event

**BUDGET:**

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

DEPT. HEAD: [Signature] DATE: 1/14/15

ASSISTANT CITY MANAGER: [Signature] DATE: 1/14/15

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

Approval

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PHARR PUBLIC FACILITIES CORPORATION #1  
 BUDGET YEAR 14/15 - BUDGET AMENDMENT #1  
 DETAILED AMENDMENT ACTIVITY  
 JANUARY 2015

PHARR PFC#1 FUND						
<b>REVENUES:</b>						
83	4	4883-01	Transfer In - General Fund		\$ 1,000,000	Assist in paying down Commercial Park Debt
83	4	4883-86	Transfer In - PEDC		\$ 639,520	Assist in paying down Commercial Park Debt
				<b>Total Revenues</b>	<b>\$ 1,639,520</b>	
<b>EXPENSES:</b>						
83	510	7720	Frost Loan - Principal	\$	1,639,520	
			<b>Total Expenditures</b>	<b>\$</b>	<b>1,639,520</b>	

NET EFFECT ON PFC#1 FUND: INCREASE (REVENUES)/EXPENSES

\$ -



**AGENDA ITEM REQUEST**

MEETING DATE: ~~11-13-14~~ 1-22-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: In consultation with the City Attorney, it is our belief that the contract is now null and void and recommends to forgo any lease extension and return such 10 parking spaces to Mr. Garcia

PARTY MAKING THE REQUEST: Development Services

NATURE OF THE REQUEST: Contract extension

**BUDGET:**

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

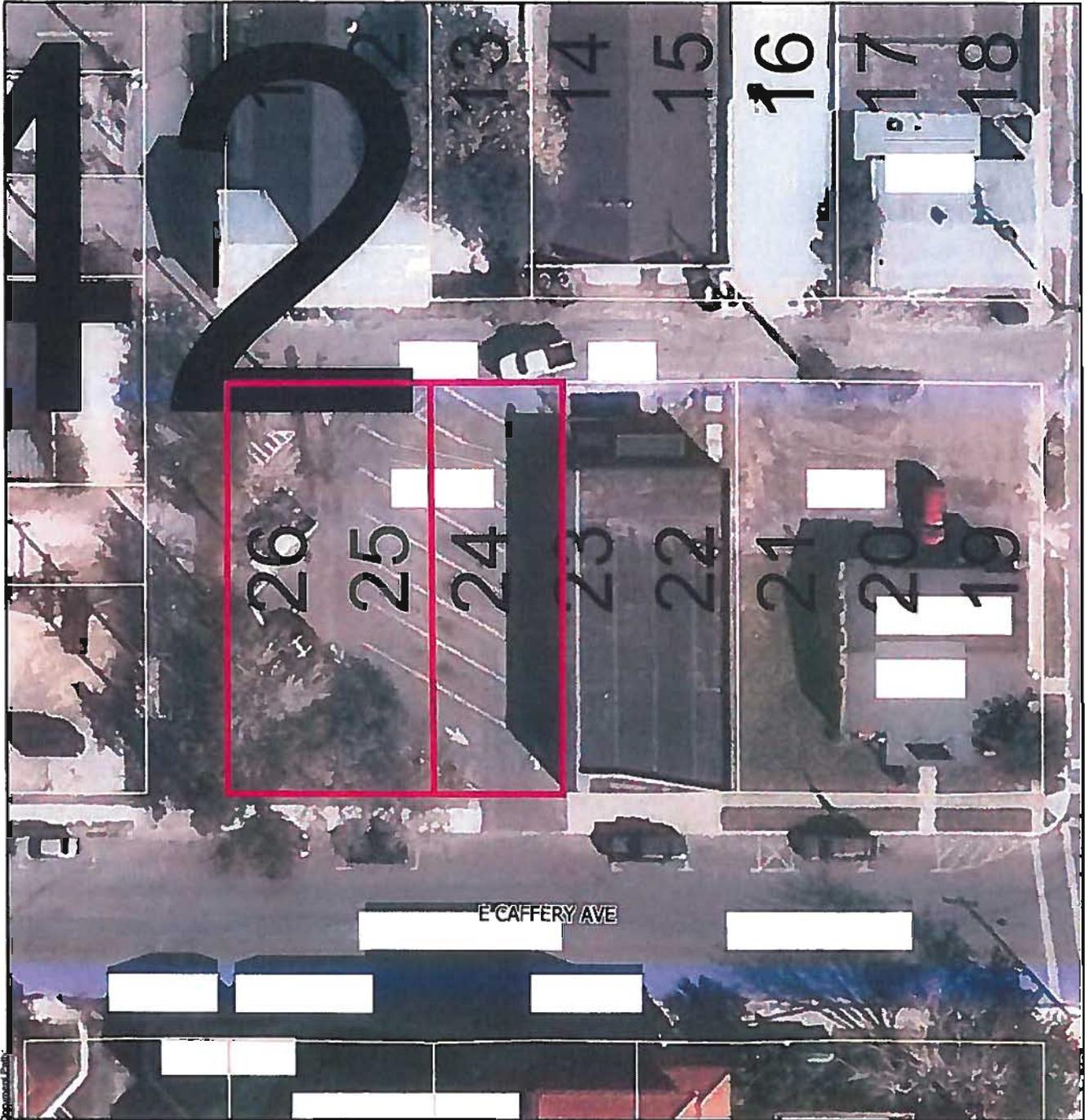
DEPT. HEAD: [Signature] DATE: 11-13-14

ASSISTANT CITY MANAGER: [Signature] DATE: 11/3/14

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

Staff recommends not to enter into any contract. The 2010 contract is lapsed and therefore void.



**Legend**

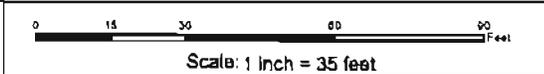
- Pharr\_Parcels
- Footprint Image
- Pharr City Limit
- Pharr ETJ
- Green: Band\_2
- Blue: Band\_3
- Red: Band\_1

InformationTechnology -GIS  
 City of Pharr, Texas  
 118 S Cage Blvd.  
 (956) 402-4900 x4921

**downtown parking**  
 Location Map



Source: COP, Hidalgo County Appraisal District  
 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.



July 9, 2014

City of Pharr  
Office of the City Manager  
118 S. Cage  
Pharr, Texas 78577

Re: **Lease**  
**10 Parking Spaces located on Lot 24, Block 42, and the West**  
**12' of Lot 23, Block 42, Original Townsite of Pharr**

**Attn: Mr. Fred Sandoval**

Dear Mr. Sandoval:

Mr. A. C. Garcia has also given me the authority to negotiate the above described Lease which was executed between A. C. "Tony" Garcia, as Landlord, and the City of Pharr, As Tenant. Said lease was executed on July 5, 2010 and its term was for five years beginning August 5, 2005 and ending August 5, 2010.

According to the terms of the Lease, after the expiration of the term of said lease the City had the option to request an extension for periods of one year each. The City was to have advised Mr. Garcia of its intention to extend no later than 30 days before the current lease term expired. The Lease further clearly states that if the City did not request an extension but held over and continue in possession of the premises after the lease expired, the City would become a tenant at will.

Considering the yearly rental under the then current lease to be the sum of \$1,500.00 per year, Mr. Garcia is entitled to receive the following rental payments to date:

August 6, 2010 thru August 6, 2011-----	\$1,500.00
August 6, 2011 thru August 6, 2012-----	\$1,500.00
August 6, 2012 thru August 6, 2013-----	\$1,500.00
August 6, 2013 thru July 5, 2014-----	\$1,375.00
Total Rental due	\$5,875.00

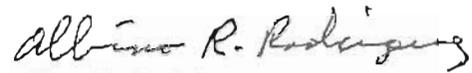
If the City has made any improvements to the above described parking spaces from August 6, 2010 thru July 5, 2014, we will be more than glad to credit any monies for any and all improvements from the rental due.

Please let me know if the City would like to continue as a Tenant at will or if the City needs to cancel said lease.

City of Pharr  
Office of the City Manager  
Page 2

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,



Albino R. Rodriguez  
4511 S. Alamo Road  
Edinburg, Texas 78539  
(956) 292-1639

✓ cc: Mr. Juan Guerra  
City Financial Director  
118 S. Cage-2<sup>nd</sup> Floor  
Pharr, Texas 78577

**DURABLE SPECIAL POWER OF ATTORNEY**

I, A. C. "Tony" Garcia, of 125 E. Caffery, City of Pharr, County of Hidalgo, State of Texas 78577, hereby appoint Mr. Albino R. Rodriguez, of 4511 S. Alamo Road, City of Edinburg, County of Hidalgo, State of Texas, as my attorney in fact to act in my capacity to do any and all of the following:

1. To negotiate the purchase of the following described lots from the City of Pharr, to-wit:

**All of Lots 25 and 26, Block 42, Original Townsite of Pharr, Hidalgo County, Texas.**

2. To negotiate the Lease dated July 5, 2010 between myself as the Landlord, and The City of Pharr, as Tenant, for 10 parking spaces located on the following described lots, to-wit:

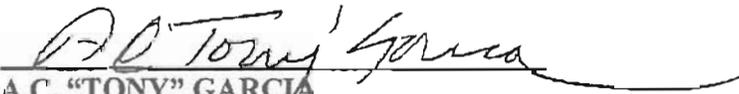
**Lot 24 Block 42, and the West 12' of Lot 23, Block 42, Original Townsite of Pharr, Hidalgo County, Texas.**

This power of attorney shall not terminate on my disability. The power conferred on my attorney in fact by this instrument shall be exercisable from July 9, 2014, notwithstanding a later disability or incapacity on my part, unless otherwise provided by the statutes of the State of Texas.

All acts done by my attorney in fact pursuant to the power conferred during any period of my disability or incompetence shall have the same effect and inure to the benefit of and bind me or my heirs, devisees, and personal representatives, as if I were competent and not disabled.

This durable power of attorney shall be nondelegable and shall be valid until such time as I shall die or revoke this power.

Dated July 9, 2014

  
A.C. "TONY" GARCIA

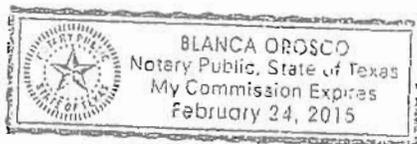
.....  
(Acknowledged)

The State of Texas ()

County of Hidalgo ()

This instrument was acknowledged before me on the 9<sup>th</sup> day of July 2014 by A. C.

“Tony” Garcia.



*Blanca Orasco*  
Notary Public, State of Texas

## LEASE

This Lease is entered into between **A.C. TONY GARCIA** ("Landlord"), and **CITY OF PHARR, TEXAS** ("Tenant").

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, 10 parking spaces located on Pharr Original Townsite Lot 24 Block 42 and the west 12 ft. of Lot 23 of Block 42 in Pharr, Hidalgo County, Texas, 78577 or that certain tract or parcel of land, together with the improvements on it.

### ARTICLE 1. TERM

#### Term of Lease

§1.01. The term of this leasing is for five ( 5 ) years, beginning on August 5, 2005 and ending on August 5, 2010, unless terminated sooner as provided in this lease.

§1.02. Tenant may request to extend the term of this lease beyond the expiration date provided in § 1.01 on the following conditions:

a. Landlord may, if tenant it is not in default either on the date required for the notice or on the date such extension commences, extend the lease term for additional periods of one year each. The extended term will begin on the day following the expiration date of the lease term specified in § 1.01, and for one additional period of the same length, each to begin on the day following the expiration date of the immediately preceding extended term. But if, at the date the original term or any extended term expires, Tenant is in default beyond any grace period provided in this lease in performing any terms of this lease, the remaining option or options are voided. All the terms and covenants of this lease apply to all extended lease terms; provided however, that in no event will this lease be in force and effect after August 5, 2005, unless pursuant to holdover under § 1.03.

b. Tenant may exercise to extend this lease by giving Landlord notice of its intention to do so not later than 30 days before the then current lease term expires, in the case of successive options to extend. Notice of an intention to exercise an option under this lease must, to be effective, be sent by Certified Mail Return Receipt Mail to Landlord as provided in § 17.01 no later than the latest date provided in this section for Tenant's exercising the option.

#### Holdover

§1.03 If Tenant holds over and continues in possession of the premises after the lease term (or any extension of it) expires; other than as provided in § 1.03, Tenant will be considered to occupy the premises as a holdover tenant, subject to all the terms of this lease.

## ARTICLE 2. RENT

### Minimum Rent

§ 2. 01. Tenant and Landlord have agreed the Tenant will not make traditional lease payment, but instead will improve aforementioned lots described above at an estimated cost of \$7,500.00. Therefore, the Tenant will not make monthly installments. The cost of improvements will be the rental payment for the aforementioned leased premises.

## ARTICLE 3. USE OF PREMISES

### Compliance with Laws

§3 .01. a. Neither Landlord nor Tenant may use, or permit using, the premises in any manner that results in waste of permit using, the premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Landlord and Tenant, at their own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws.

- b. Landlord and Tenant, at their sole cost, must comply with all Hazardous Materials Laws in connection with Landlord's and Tenant's use of the premises. Landlord and Tenant represents and warrants to the other that each will not store the Hazardous Materials on the premises in connection with Landlord's and Tenant's normal operation of its business. If Landlord or Tenant stores, uses, or disposes of any other Hazardous Materials on the premises, Landlord and Tenant will consider the other's actions to be a default under the lease.
- c. "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by local governmental agency, the State of Texas, or the federal government, including, but not limited to, any material or substance that is dangerous, (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. §1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation Act, 42 U.S.C. §6901 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biophenyls].

- d. "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination, including, without limitation, those statutes referred to in subparagraph c.

#### ARTICLE 4. MAINTENANCE AND SURRENDER

##### Maintenance and surrender by Tenant

§4 .01. Tenant will, at its own expense and risk; maintain the parking lot and premises free from waste or nuisance, throughout the lease term and any extensions of it. When the lease terminates, Tenant must surrender and deliver the premises to Landlord in as good a state of repair and condition as they were in when Landlord delivered possession to Tenant, except for reasonable wear and tear, damage by fire, tornado, or other casualty, and acts of God. Additionally, Landlord will not be liable for any damages to person or property resulting from Tenant's failure to make any repairs or perform any maintenance. Landlord is entitled to reimbursement from Tenant for any expenses reasonably incurred in connection with any maintenance, repair, or replacement required of Landlord under this section if the need for the maintenance, repair, or replacement resulted from the negligence or willful misconduct of Tenant or its agents, servants, officers, or employees. This reimbursement is due immediately on Tenant's receiving an itemized list of the expenses.

#### ARTICLE 5. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

##### Consent of Landlord

§5.01. Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent. Landlord may not unreasonably withhold consent for nonstructural alterations, additions, or improvements.

##### Property of Landlord

§5.02. All alterations, additions, or improvements made by Tenant will become Landlord's property when the lease terminates.

##### Alterations Required by Accessibility Laws

§5.03. If any alterations, additions, or improvements to the premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Tenant is responsible for making them. The allocation of responsibility for compliance with such legal requirements under this section is a material inducement for the parties to enter this lease.

§5.04 At no time will Landlord interfere, inspect, or allow others authorized or in a representative capacity to trespass or be on the property made the basis of this lease without first obtaining the written consent of Tenant. Further, Landlord shall not allow other tenant's, partners, or lessees, to use adjacent or other locations of the leased property that would cause burden on or about Tenant's rights to the full use and benefit of the leased property.

#### ARTICLE 6. MECHANIC'S LIEN

Tenant will not permit any mechanic's lien to be placed on the premises or on improvements on them. If a mechanic's lien is filed on the premises or on improvements on them. Tenant will promptly pay the lien. In default in payment of the lien continues for 20 days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or against improvements on them, including expenses and interest, immediately on rendition of written notice, along with interest at 10% percent annually until repaid.

#### ARTICLE 7. INSURANCE AND INDEMNITY

##### Property Insurance

§7.01. Tenant must, at its own expense during the lease term, keep all buildings, structures, improvements, fixtures and equipment on the premises insured against loss or damage by fire or theft with extended coverage. The insurance is to be carried by one or more insurance companies authorized or admitted to do business in Texas. The policy or policies must also provide that any proceeds for loss or damage to fixtures, equipment, or merchandise are payable solely to Tenant, which will use the sum to repair or replace the lost or damaged fixtures or equipment, to ensure Tenant's continued operation of the parking lot.

§7.02 Landlord must, at its own expense during the lease term, keep all buildings, structures, improvements, fixtures and equipment on the non-leased portion of premises insured against loss or damage by fire or theft with extended coverage. The insurance is to be carried by one or more insurance companies authorized or admitted to do business in Texas. The policy or policies must also provide that any proceeds for loss or damage to fixtures, equipment, or merchandise are payable solely to Landlord, which will use the sum to repair or replace the lost or damaged fixtures or equipment, to ensure Tenant's continued operation of the parking lot or damages resulting from consequential harm.

##### Liability Insurance

§7.03. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any claims made in relation to the parking lots.

§7.04 Landlord shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force. Tenant shall have the right to require that the Tenant notice of any claims made in relation to the parking lots.

#### Remedy for Failure to Provide Insurance

§ 7.03. Tenant and Landlord must furnish each other with certificates of all insurance required by this article. If Tenant or Landlord do not provide the certificates within 30 days after obtaining possessions, or if Tenant or Landlord allow any insurance required under this article to lapse, such may result in termination of the lease.

#### Parties' Environmental Indemnity

§7.04. a. Tenant is responsible for payment of that portion of any cleanup costs for the premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the premises during the Tenant's occupancy of the premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participate in the cleanup to the extent of its responsibility for a release.

b. Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's actions or inaction with regard to Tenant's obligations under this section. This section survives the expiration or earlier termination of this lease.

c. Landlord is responsible for payment of that portion of any cleanup costs for the premises necessary for compliance with Hazardous Materials Laws that arise as a result of Landlord's discharge of Hazardous Materials on the premises during the Tenant's occupancy of the premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participate in the cleanup to the extent of its responsibility for a release.

d. Landlord must indemnify, defend, and hold harmless Tenant from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Tenant may incur by reason of Landlord's actions or inaction with regard to Landlord's obligations under this section.

## ARTICLE 8. DAMAGE OR DESTRUCTION

### Notices

§8.01. If the premises or any structures or improvements on them are damaged or destroyed by fire, tornado, or other casualty, Landlord or Tenant must immediately give the other party written notice of the damage or destruction, including general description of the damage and, as far as known to Landlord or Tenant, the cause of the damage.

### Total Destruction

§8.02. If the premises are totally destroyed by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Landlord or Tenant or any other person in or about the premises with Landlord's or Tenant's express or implied consent, or if they are so damaged that rebuild in or repairs cannot reasonably be complete within 60 working days and at cost not to exceed \$5,000,00, and the damage exceeds the insurance recovery, this lease will not terminate except as follows:

- a. If the premises are partially destroyed before the final 6 months of the lease term, Landlord must, at its sole cost and risk, proceed immediately to rebuild or repair the premises to substantially the condition they were before the damage. If the damage renders the premises untenable in whole or in part, the rent payable during the period in which they are untenable will be adjusted equitably. If Landlord fails to complete the rebuilding or repairs within 60 working days from the date of Tenant's written notification to Landlord of the damage, tenant may terminate this lease by written notification to Landlord. On the notification, all rights and obligations under this lease will cease.
- b. If the premises are partially destroyed during the final 4 months of the lease term, Landlord need not rebuild or repair the premises. If Landlord elects not to rebuild or repair and the damage rendered the premises untenable in whole or in part, Tenant may terminate the lease or continue it, with the rent for the remainder of the lease period adjusted equitably.

## ARTICLE 9. CONDEMNATION

### Total Condemnation

If, during the lease term, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

### Partial Condemnation

If less than all, but more than 50% percent, of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the lease by giving Landlord written notice within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion.

If the premises are partially condemned and tenant fails to exercise the option provided in the preceding paragraph to terminate the lease, or if less than 50% percent of the premises is condemned, this lease will not terminate, but Landlord must immediately, at its sole expense, restore and reconstruct the building and other improvements situated on the premises to make them reasonably tenantable and suitable for the uses for which the premises are leased. The minimum fixed rent payable under § 2.01 of this lease will be adjusted equitably during the unexpired portion of this lease.

### Condemnation Award

Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures, which Tenant is entitled to receive and retain. The termination of this lease will not affect the right to this award.

## ARTICLE 10. DEFAULT

### Tenant's Default

If the Tenant allows the rent to be in arrears more than 10 days after written notice of the delinquency, or remains in default under any other condition of this lease for 10 days after written notice from Landlord, Landlord may, without notice to Tenant, terminate this lease, or, in the alternative, may reenter and take possession of the premises and remove all persons and property without being considered guilty of any manner of trespass and may (but is not obligated to) re-let the premises (or any part them) for all or any part of the remainder of the lease term to a party satisfactory to Landlord and at the monthly rental that Landlord can secure with reasonable diligence. If Landlord cannot re-let after reasonable efforts to do so or if the monthly rental Tenant was obligated to pay under this lease, Tenant must pay Landlord the expense of re-letting plus the amount of any deficiency in the rent.

### Landlord's Lien

If Tenant defaults under this lease, Landlord has a lien on all goods, chattels, or personal property of any description belonging to Tenant that are placed in, or become a part of, the premises, as security for rent due and to become due for the remainder of the current lease term. This lien is not in lieu of, nor in any way affects, the statutory landlord's lien, but is in addition to it, and Tenant grants to Landlord a security interest in all personal property placed in or on the premises for purposes of this contractual lien. This does not

prevent Tenant's selling any merchandise in the ordinary course of business free of the Landlord's lien. If Landlord exercises the option to terminate the leasehold, reenter, and relet the premises, as provided in the preceding paragraph, and gives Tenant reasonable notice of its intent to take possession of Tenant's property on the premises and an opportunity for a hearing on the matter, Landlord may take possession of all of Tenant's property on the premises. After giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale, for cash or on credit, for the prices and terms as Landlord considers best, with or without having the property present at the sale. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing, and selling the property, then to the payment of any rent due or to become due under this lease; any balance will be paid to Tenant.

#### Landlord's Default

If Landlord defaults in performing any term or covenant that Landlord must perform under this agreement, Tenant may, after not fewer than 30 day's notice to Landlord, remedy the default by any necessary action and, in connection with the remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended or obligation incurred by Tenant in connection with remedying Landlord's default. Tenant may, if not reimbursed, in addition to any other right or remedy it may have, deduct these costs and expenses from rent subsequently due under this lease and court costs, expenses, and attorney's fees associated with Tenant's rights.

#### Cumulative Remedies

All Landlord's and Tenant's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this lease. All the consistent rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

#### Waiver of Breach

Landlord's or Tenant's waiving a breach of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

### ARTICLE 11. INSPECTION BY LANDLORD

Tenant will permit Landlord and its agents, representatives, and employees to enter the premises at all reasonable times for the purpose of inspection, maintenance, making repairs or alteration to the premises, or any other purpose necessary to protect Landlord's interest in the premises or to perform its duties under this lease without interference or rights of use of Tenant under this lease agreement.

### ARTICLE 12. ASSIGNMENT AND SUBLEASE

#### Assignment and Subletting by Tenant

Tenant may not sublet, assign, encumber, or otherwise transfer this lease or any right or interest in it, or in the premises or the improvements on them, without Landlord's written consent. If Tenant sublets, assigns, encumbers, or otherwise transfers its right or interests in this lease or in the premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this lease terminated. If Landlord consents in writing to an assignment, sublease, or other transfer of Tenant's rights under this lease, the assignee or subtenant must assume all of Tenant's obligations under this lease, and Tenant will remain liable for every obligation under the lease. Landlord may not arbitrarily or unreasonably withhold consent under this section.

#### Assignment, Sale and Subletting by Landlord

Landlord may not sublet, sale, assign, encumber, or otherwise transfer this lease or any right or interest in it, or in the premises or the improvements on them, without Tenant's written consent. If Landlord sublets, sale, assigns, encumbers, or otherwise transfers its right or interests in this lease or in the premises or the improvements on them without Tenant's written consent, Tenant may, at its option, declare this lease terminated. If the leased premises or the building associated with the leased premises is sold, the Landlord must reimburse the Tenant the costs associated with the improvements performed by the City of Pharr, Texas, Hidalgo County, Texas at a prorated rate.

#### Right of First Refusal

12.01 (a) If the Landlord receives a bona fide offer for the purchase of all or a part of his or her interest in the leased premises and the surrounding buildings, the Landlord shall give the Tenant written notice of all of the details of the offer. The notice shall include the name of the individual, corporation, etc., the terms of the offer, whether for cash or credit, and if on credit, the term and interest rate, as well as any and all other consideration being received or paid in connection with such proposed transaction, as well as any and all other terms, conditions, and details of the offer.

(b) The Tenant will have the first right and option to purchase the interest at the same price and terms as the offer set out in the notice. The Tenant may exercise this right within thirty (30) days after receipt of the notice. The Tenant shall exercise the option by giving written notice to the Landlord, and the sale and purchase shall be closed within thirty (30) days after giving such notice to the Landlord.

#### Assignment by Landlord

Landlord may not assign or transfer any of its interests under this lease, until it has satisfied sections 12.01 (a) and (b). If the Landlord is not selling the leased premises or surrounding buildings, the Landlord may do so by providing the Tenant notice of such action. The notice should indicate the new landlord, its, his/her address and telephone number.

ARTICLE 13. MISCELLANEOUS

Notices and Addresses

All notices required under this lease may be given by the following methods:

a. By Certified Return Receipt Mail, addressed to the property party, at the following addresses:

Landlord: A.C. Tony Garcia

Tenant: City Of Pharr, Texas, 118 S. Cage, Pharr, Texas 78577

Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address number to the other party in accordance with the provisions of this section.

Parties Bound

This agreement binds, and inures to the benefit of, the parties to this lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

Texas Law to Apply

This agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Hidalgo County, Texas.

Legal Construction

If anyone or more of the provisions in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees and Costs

If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

Force Majeure

Neither Landlord nor Tenant is required to perform any term or covenant in this lease as long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and by paying money, cannot prevent or overcome, in whole or part.

Time of Essence

§17.10. Time is of the essence of this agreement.

The undersigned Landlord and Tenant execute this agreement on the 5th day of ~~August~~ July 2005.

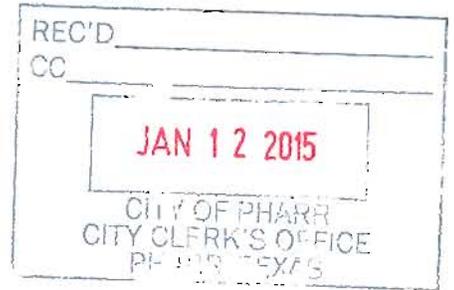
LANDLORD

By: A.C. (Tony) Garcia

TENANT

CITY OF PHARR, TEXAS

By: Jan Gehl  
CITY MANAGER



**AGENDA ITEM REQUEST**

MEETING DATE: January 20, 2015

INITIATED BY: Roy Garcia DEPARTMENT: Public Works

AGENDA ITEM: Interlocal Cooperation Agreement Between Hidalgo County and City of Pharr, Texas

PARTY MAKING THE REQUEST: Public Works

NATURE OF THE REQUEST: Interlocal Agreement Renewal

**BUDGET:**

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

DEPT. HEAD: *R Garcia* DATE: 1/15/15

ASSISTANT CITY MANAGER: *Queby* DATE: 1/13/15

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:** Approval

STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY AND  
CITY OF PHARR, TEXAS**

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County," and **CITY OF PHARR** hereinafter referred to as "CITY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Pharr is a home rule city located in Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "WORK");

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the City for such equipment and materials for the furtherance of the Work. Prior to City utilizing and County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of Invoice from County. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct 2 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.
  
2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 2 determining that the County individuals so request by the City are not required for projects of Precinct 2 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the County for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of Invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.
4. City shall provide County with manpower at the current hourly rates or individuals required to complete the Work. Prior to County utilizing city manpower, County shall request and receive the current hourly rates of City individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each Individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of Invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.
6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.
7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning and new Work.
8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any ongoing Work and before beginning any new work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **CONFLICT WITH APPLICABLE LAW.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision of this



- 15. Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 16. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 17. Agreement.** This Agreement shall not be assignable.
- 18. Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 19. Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- 20. Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
- 21. Prior Agreements.** This Agreement supersedes and terminates that certain Interlocal agreement between the parties hereto dated September 16, 2008.
- 22. Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 23. Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate the Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

**CITY OF PHARR**

By: \_\_\_\_\_

Leopoldo "Polo" Palacios, Jr. Mayor

Attest:

\_\_\_\_\_

**HIDALGO COUNTY**

By: \_\_\_\_\_

Ramon Garcia, County Judge

Attest:

\_\_\_\_\_

By: Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P

By: \_\_\_\_\_

Stephen L. Crain

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

**APPROVAL OF  
INTERLOCAL COOPERATION AGREEMENT  
PROJECT**

In accordance with Texas Government Code 791.014, Hidalgo County, Texas acting by through the Hidalgo County Commission Court, has been advised of a proposed project. County desires to provide all necessary materials and supplies for the road paving project (the "Project") City desired to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") through Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Pharr.

By vote on \_\_\_\_\_ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**  
ATLAS & HALL, LLP

By: \_\_\_\_\_  
Stephen L. Crain

**DESIGN/BUILD AGREEMENT BETWEEN CITY OF PHARR  
AND TRANSCEND, INC. D/B/A SPA SKATEPARKS**

THIS AGREEMENT BETWEEN THE CITY OF PHARR AND TRANSCEND, INC. D/B/A SPA SKATEPARKS (this "Agreement") is made and entered into effective as of the 20<sup>th</sup> day of January 2015, and between CITY OF PHARR, TEXAS (the "City"), and TRANSCEND, INC. D/B/A SPA SKATEPARKS (the "Contractor").

**WITNESSETH:**

A The City owns certain real property, with improvements situated thereon, located at 205 W Polk Ave, Pharr, TX 78577 and known locally as Victor Garcia Municipal Park (the "Property").

B The City desires to have certain improvements constructed on the Property consisting of the new Pharr Skatepark, including the design and creation of a paved skateboard area to include a paved bowl and/or street style elements (the "Improvements"), such Improvements to be constructed in accordance with the Plans and Specifications hereinafter described.

C Contractor desires to serve as the original or general contractor for the aforementioned construction project (the "Project") for purposes of furnishing the necessary labor and materials (collectively, the "Work," as more specifically detailed in the Scope of Work and Budget, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes) to be utilized in the construction of such Improvements, and Contractor shall, subject to and in accordance with the terms and provisions of this Agreement, supervise the construction of, purchase the materials and furnish the equipment necessary to timely complete, the Project.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Contractor hereby agree as follows:

1 Conceptual Design and Development. Contractor shall prepare a draft master plan for the Project which it agrees to promptly revise to the satisfaction of the City with input from the public in conjunction with conceptual design and development. It includes preparation of a base plan, preparation of illustrative drawings and computer renderings thereof, a preliminary cost estimate and a final conceptual design (collectively, the "Design Drawings"). The City shall pay Contractor the sum of seventeen thousand and fifty dollars (\$17,050) upon Contractor's completion of such revisions, as agreed to by the parties.

2 Plans and Specifications. Promptly upon acceptance and approval of the Design Drawings in writing by the City, Contractor shall prepare all construction documents for the Project, including a layout plan, a drainage plan, construction details and such other plans or specifications as may be required for the Project, consistent with the Design Drawings (collectively, the "Plans and Specifications"). Upon acceptance and approval of the Plans and

Specifications in writing by the City, the City shall pay Contractor the sum of twelve thousand nine hundred and fifty dollars (\$12,950).

3 Subcontractors. All portions of the Work not performed directly by Contractor or Contractor's employees shall be performed under subcontracts that shall be subject to, and will conform to the requirements of this Agreement and the other Contract Documents. Promptly after acceptance and approval of the Plans and Specifications by The City, Contractor shall furnish to the City a written list identifying all subcontractors Contractor proposes to use for the Work to be performed hereunder, if any. The Contractor shall assume the obligation to pay for and control the work performed by subcontractors, if any.

4 Construction Work; City to Provide Utilities for the Work. Contractor shall, in a good and workmanlike manner and in accordance with this Agreement, prosecute and perform the Work necessary to construct the Improvements described in and reflected on the Plans and Specifications. Contractor understands and acknowledges that the City is entering into this Agreement in reliance upon Contractor's special skill and abilities in performing the Work hereunder. Contractor has visited the Project site and immediately adjacent areas and has become familiar with the local conditions under which the Work is to be performed. Contractor shall supervise and direct the Work to be performed in connection with the construction of the Improvements upon the Property and the completion of the Project using Contractor's best efforts, skill, judgment, abilities and attention, and Contractor shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures, and for coordinating and implementing all portions of the Work to be performed under this Agreement. City will provide temporary water and electricity service for the Work. Contractor will utilize the temporary water and electricity service solely for the benefit of the Work. Contractor will cooperate with the City and any of the City's separate or other contractors or laborers whose work might interfere with the Work to be performed by Contractor hereunder, and Contractor shall, as requested by the City, participate in the preparation of coordinated plans and schedules to alleviate any such interference or congestion. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation, storage and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned them. Contractor will clean up and haul away all debris resulting from the performance of the Work hereunder and will at all times keep and leave the Project in as clean and orderly condition as the circumstances will permit. All materials, equipment, furnishings and fixtures incorporated in the Work will be new unless otherwise specified, and all Work to be performed hereunder will be of a good quality, free from faults and defects, and in conformance with the provisions of this Agreement, the Plans and Specifications and any other written instrument or document approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project (this Agreement, the exhibits attached hereto, the Plans and Specifications, the Budget and such other written instruments or documents, if any, approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project are sometimes hereinafter referred to collectively as the "Contract Documents").

5 Adequate Safety Precautions. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its obligations pursuant to this Agreement. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (a) employees at the Project and other persons who may be affected thereby, (b) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site, and (c) all other property at the Project site or adjacent thereto, such as trees, shrubs, walkways, pavement, driveways, streets and utilities not designated for removal, relocation or replacement during the course of construction. Contractor shall erect and maintain, as may be dictated by the conditions surrounding the performance of the Work, reasonable safeguards for the safety and protection of all persons and property, including, without limitation, posting danger signs and warnings against potential hazards, promulgating safety regulations, and installing and maintaining safety and silt fencing around the perimeter of the Project site, if necessary. If and to the extent any hazardous materials or equipment or other unusual methods become necessary for the execution of the Work, Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel. The City shall be responsible for regulating access to the Project site, and for excluding the City's guests, employees and the public from the Project site during the period when the Work is being performed, provided that Contractor shall cooperate with such efforts.

6 Commencement and Completion of Construction Work; Mobilization Fee. Contractor shall commence the construction portion of Work promptly upon receiving a Notice to Proceed from the City, which notice shall be given only upon the City's approval of the Plans and Specifications, it being understood that the City shall not unreasonably withhold the Notice to Proceed. After completion of Plans and Specifications as described in Section 2 above and included with the Contractor's first payment application for construction, the City shall pay to Contractor a Mobilization Fee in an amount equal to ten percent (10%) of the total Budget for the Work. At Contractor's sole risk, Contractor may commence preparing for the Work at the Property prior to receiving the Notice to Proceed, subject to the terms of this Agreement, provided that no such Work preparation shall occur at the Property prior to January 20, 2015 unless pursuant to written instructions from the City to Contractor. The City will obtain any required permits and licenses prior to commencement of construction, with the Contractor's reasonable assistance, if requested. Contractor will, from and after the date on which construction commences, diligently and continuously perform and prosecute the Work to its completion in accordance with the Contract Documents, and shall use its best efforts to achieve final completion of the entire Project within one hundred and eighty (180) days after Contractor's receipt of the City's Notice to Proceed for Construction phase (such date of required completion being referred to herein as the "Scheduled Completion Date"). Notwithstanding any provision contained herein which could be construed to the contrary, final Completion (herein so called) of the Project shall not be deemed to have occurred until and unless (a) construction thereof is sufficiently complete so that the Project may be used by the City for its intended purpose, subject only to minor "punch list"-type items, (b) all required permits, licenses, certificates of compliance, certificates of occupancy and other approvals from the applicable governmental authorities exercising jurisdiction over the Project shall have been issued, (c) all utilities necessary to service the Improvements have been connected and are available for immediate use and (d) The City shall have conducted an inspection of the Project, shall have reasonably approved of same, and shall have reasonably determined that all

Work has been completed substantially in compliance with the Contract Documents, subject only to completion of punch-list items. Within ten (10) days of notice from Contractor that Completion has occurred, the City and Contractor shall inspect the Work for purposes of creating a list of punch-list items. Upon Completion of the Project, if requested by the City, Contractor shall join with the City in the execution of an Affidavit of Completion (herein so called) or similar instrument evidencing Completion of the Project; provided, however, that any failure or refusal on the part of Contractor to execute such Affidavit of Completion upon Completion of the Project shall not prejudice the right of the City to unilaterally execute such Affidavit of Completion and cause the same to immediately be filed of record in the county in which the Property is located.

7 Contractor Delay. Contractor shall be excused for the period of any delay in performance of any obligations hereunder when it is prevented from doing so by the wrongful or negligent acts or omissions of the City or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualties, adverse weather conditions, inability to obtain any material or service, or acts of God.

8 Contractor's Fee. For and in consideration of the faithful performance of this Contract in accordance with all terms herein contained, the City agrees to pay the total cost of the Work as set forth in the Budget in the amount of three hundred thousand dollars (\$300,000), inclusive of the specific payments made to Contractor as provided above. Such fee will be paid by the City to Contractor as the Work progresses as described in Paragraph 10 below. Contractor shall be entitled to no other compensation for the Work to be performed hereunder, and Contractor expressly covenants and agrees that all expenses incurred by Contractor in the conduct of its activities and the performance of its obligations and services hereunder shall be borne exclusively by Contractor (even if at variance with the Budget), and Contractor shall be solely responsible for the payment of same. Contractor understands and agrees that Contractor shall not be entitled to any benefits not expressly specified in this Agreement.

9 Changes in the Work. No change, modification, addition, deletion or other revision to the Work and/or the Contract Documents in furtherance of the Project shall be valid, binding or effective unless a written change order approved by the City and signed by the City and Contractor shall authorize the same. In the event of any such written change order approved by the City and signed by the City and Contractor, the value of the labor or materials, or both, added or omitted from the Work to be performed in furtherance of the Project shall be computed and determined by Contractor, subject to the written approval and acceptance by the City, and the amount so determined shall be added to or deducted from the Budget. Contractor shall have no claim for additional work performed by Contractor unless such work has been done pursuant to a written change order approved by and signed by the City and Contractor. If, as the result of any valid change order effected pursuant to the provisions of this Paragraph 7, the applicable changes in the Work may reasonably be expected to delay Contractor in achieving Completion of the Project, the City and Contractor may agree and stipulate in the written change order itself that the Scheduled Completion Date will be extended by the appropriate number of days corresponding to the anticipated delay. However, absent any such stipulation in the change order serving to extend the Scheduled Completion Date, the Scheduled Completion Date shall not be deemed to be extended

and Contractor will be expected to achieve Completion of the Project (including those portions of the Work covered by the change order) on or prior to the Scheduled Completion Date.

10 Progress Payments. All payments to Contractor hereunder shall be made on a work-in-place basis following inspection and approval by the City, such approval not to be unreasonably withheld. Every four (4) weeks or less during the progress of construction, Contractor will submit to the City an application for payment (referred to herein as an “Application for Payment”) covering the portion of the Work performed (and materials used) for which payment has not been previously made. Each such Application for Payment shall be in form and substance reasonably satisfactory to the City and shall include, without limitation, (a) the amount due for the Work performed for which Contractor is requesting payment, (b) a reasonably detailed breakdown and itemization of such Work and the amount due, (c) the percentage of completion of the Work performed, (d) the sum of all prior payments made from the City to Contractor hereunder and (e) such other information and attachments as shall be reasonably required by the City for purposes of evaluating the Work performed for which Contractor is requesting payment. At the time Contractor submits an Application for Payment to the City, if requested by the City, Contractor will also provide to the City true, correct and legible copies of all invoices and bills for labor and materials incorporated in the Work and which are to be paid from the proceeds of the payment to be made by the City at such time. Within five (5) business days following the timely submission of an Application for Payment by Contractor to the City, the City shall provide notice to Contractor stating either (1) that the Application for Payment as submitted by Contractor has been approved by the City, or (2) that payment will be withheld until Contractor shall perform such corrective measures as shall reasonably be specified by the City to ensure that the Work performed for which payment is to be made conforms in all substantive respects to the Contract Documents. Within thirty (30) days following the City’s receipt of the Application for Payment or, as applicable, within thirty (30) days after Contractor’s completion of such corrective measures as shall have been reasonably identified by the City as aforesaid, and subject to the other provisions of this Agreement, the City shall make payment to Contractor.

11 Effect of Application for Payment. Each Application for Payment made from Contractor to the City hereunder shall be deemed a representation and warranty by Contractor to the City that, as of the date of such Application for Payment, (a) there exists no Event of Default (as hereinafter defined) and no event or condition that, with notice or lapse of time, or both, would constitute an Event of Default, (b) there has been no material variance from the Contract Documents with respect to the Work performed through the date of such Application for Payment and (c) all Work performed in furtherance of the construction of the Improvements at the then current state of construction has been done in a good and workmanlike manner, and all materials, equipment, furnishings and fixtures usually furnished and installed at such time have been so furnished and installed in a good and workmanlike manner.

12 Retainage. During the period in which the Work is being performed and for thirty (30) days thereafter, the City shall retain five percent (5%) of the amounts paid by the City under Paragraph 8 above (the “Retainage”). Subject to the provisions of this Agreement, such Retainage as aforesaid will be advanced to Contractor as the final payment hereunder upon the later of (i) the expiration of thirty-one (31) days following Completion of the Project or (ii) Contractor’s completion of the punch-list items referred to in Paragraph 6 above.

13 Withholding of Payments. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall not be obligated to make any payment to Contractor hereunder (whether a progress payment or the final payment) if any one or more of the following conditions exist:

a An Event of Default, or any event or condition which, with notice or lapse of time, or both, would constitute an Event of Default, has occurred;

14 Inspection by the City. The City shall have the right, but not the obligation, at any time and from time to time during construction of the Improvements to inspect the progress of the Work and to ensure that the same is being prosecuted and performed fully in accordance with the Contract Documents; provided, however, no inspection made by the City shall relieve Contractor of any of its obligations hereunder, including, without limitation, Contractor's obligations to correct defects in the Work and to provide the warranties set forth in this Agreement. In addition, the City, at its own expense, shall have the right, but not the obligation, to appoint a person or firm with architectural and/or engineering expertise (for convenience, referred to herein as the "the City's Architect") to observe, inspect, monitor and test the Work performed hereunder and the progress of construction at the Project. Contractor covenants and agrees that the City's Architect shall be permitted to visit and be on the Project from time to time for such purposes and Contractor shall use its best efforts to cooperate fully with the City's Architect in the performance of its duties and to supply the City's Architect with such materials and information as the City's Architect may reasonably request for such purposes.

15 Correction of Work. All Work not conforming to the requirements of the Contract Documents, or which is rejected by any governmental authority, will be considered defective. Contractor shall promptly correct defects in the Work, whether observed before or after final completion of the Project and whether or not fabricated, installed or completed. Contractor shall bear all costs and expenses of correcting defective Work. The City may correct any defective Work (a) which Contractor does not undertake to correct within ten (10) days following written notice from the City to Contractor of the need for such correction or which Contractor thereafter fails to continue to correct with due diligence, or (b) without notice, in the case of an emergency. In the event the City undertakes to correct defects in the Work as aforesaid, Contractor shall reimburse the City for all costs and expenses reasonably incurred in connection therewith promptly on demand, supported by reasonable documentation of such costs and expenses. The provisions of this paragraph will apply to Work done or furnished by Contractor or its employees. If the City, in its sole and absolute discretion and without any obligation to do so, elects to accept Work which is defective, then the City may do so instead of requiring its correction, in which case the fee payable to Contractor under Paragraph 8 above will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made to Contractor hereunder.

16 No Liens. So long as the City makes payments in accordance with the terms hereof, Contractor shall not voluntarily file, permit to be filed or otherwise impose any mechanic's, materialman's, laborer's or other similar lien or encumbrance on any portion of the Project or the Property. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, Contractor shall, immediately on request, and at no cost, charge or expense to the City, cause the same to be released, canceled and discharged of record. If any such lien, encumbrance or claim thereof is

filed or otherwise imposed, and if Contractor shall not cause such lien, encumbrance or claim to be released, canceled and discharged promptly (and in no event later than thirty (30) days following written notice from the City requesting Contractor to do so), and the existence of such lien, encumbrance or claim has resulted in or will soon result in a material adverse effect on the City or the City's business, the City shall have the right to pay all sums reasonably necessary to obtain such release, cancellation and discharge and the cost thereof shall be reimbursed to the City from Contractor on demand. Contractor shall defend, indemnify and hold harmless the City and the Project (including the Property and all improvements thereon) from and against any and all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien, encumbrance or claim thereof. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall in no event be required to make payments to Contractor hereunder at any time when any such lien, encumbrance or claim thereof shall be outstanding. Additionally, the City may withhold from any payment due to Contractor hereunder such amounts as are necessary to pay any and all claims for which the City has received notice (for convenience, a "Claim Notice") from any person or party providing labor and/or materials, including, without limitation, specially fabricated materials, used in the construction of the Improvements on the Project, and the City may pay such claims directly to such persons or parties as shall have provided the City with the Claim Notice. Any amounts so withheld shall be in addition to any Retainage withheld from any payment due Contractor hereunder and may be retained by the City until such time as a release of such claim described in the Claim Notice is received by the City from the claimant in form and substance acceptable to The City.

17 Contractor's Representative. Jamie Curtis ("Curtis") is hereby designated as the person in charge of the Work to be performed by Contractor under this Agreement. Curtis will participate in and will at all times be completely familiar with the performance by Contractor of the Work hereunder and will serve as the Contractor's point of contact between the City and Contractor.

18 Communications With the City. As to any matter on which the City's input shall be required hereunder, Contractor shall provide the City with all necessary materials and information from which the City may formulate its input and thereafter provide the City with a reasonable opportunity to respond. Upon request by the City, Contractor shall prepare and distribute minutes of all meetings and conferences held with the City to the participants of such meetings and conferences indicating Contractor's interpretation of the decisions reached and actions to be taken resulting therefrom.

19 Ownership of Documents and Drawings. All drawings, models, renderings, plans and specifications, including, without limitation, the Plans and Specifications, together with any other documents or information prepared by Contractor for the City in connection with the Project, shall be the property of the City. They shall not be used by Contractor on any project other than the Project unless expressly so authorized in writing by the City. In the event of a termination of this Agreement for any reason, Contractor will promptly deliver to the City the originals of all drawings, models, renderings, plans and specifications, including the Plans and Specifications, prepared to the date of termination. The City shall have the right to use such materials for completion of the Project.

20 Insurance. Contractor shall, at its sole cost and expense (subject to Paragraph 3 above), maintain in force and effect comprehensive commercial liability insurance for protection from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's operations under this Agreement. Such policy of insurance (i) shall name the City as an additional insured and contain clauses waiving the insurer's rights of subrogation against The City and (ii) shall (except as expressly provided otherwise herein) be in the following minimum coverage amounts: bodily injury coverage shall be in an amount not less than \$1,000,000.00 per occurrence, and property damage coverage shall be in an amount not less than \$1,000,000.00 per occurrence. If not already provided to the City, a certificate of insurance evidencing such coverage must be furnished to the City concurrently with the execution of this Agreement and in all events before Contractor commences the Work. Such certificate of insurance shall specify the additional insured status of the City mentioned above as well as the waivers of subrogation.

21 Warranties Concerning Improvements. Contractor warrants and represents to the City that the Work performed in connection with the construction of the Improvements shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to the City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of the City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after one (1) year.

22 Compliance With Laws; Payment of Taxes. Contractor warrants and represents to the City that the Project and all Work to be performed in connection therewith and in furtherance thereof shall conform to all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances and with those of any other governmental or quasi-governmental body having jurisdiction over the Project, or any portion thereof. Contractor has reviewed the Plans and Specifications and is satisfied that they do not call for construction that would violate such laws, rules, etc. Contractor will pay all employment, social security and other taxes imposed upon it as an employer in connection with its performance of this Agreement and will furnish evidence, when requested by the City, showing that payment of all such taxes has been made. Contractor shall pay timely when due all local, state and federal taxes in connection with the Work to be performed hereunder and Contractor's business operations generally.

23 Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless The City, and its agents, employees and representatives, from and against any and all claims, causes of action, damages, losses and expenses of any nature whatsoever, including, injury to or death of any person or persons, without limitation, court costs, attorneys' fees and related legal expenses, arising out of or resulting from any material defects in the Work or any negligence in the performance of the Work hereunder or occurring in connection therewith. Without limiting the generality of the preceding sentence, Contractor understands and acknowledges that the indemnity provided pursuant to this paragraph shall extend to and cover, and Contractor shall accordingly defend, indemnify and hold harmless the City, its agents, employees and representatives, from and against, any and all claims, causes of action, damages,

losses and expenses of any nature whatsoever brought or asserted by any person or party whomsoever (including, without limitation, any third party purchaser of the Project) arising out of or resulting from defects in the Work. Such obligations of indemnity on the part of Contractor hereunder shall survive the expiration or any termination of this Agreement.

24 Default by the City and Contractor's Remedies. If the City fails to make payment to Contractor hereunder for a period of ten (10) days after the date on which such payment became due pursuant to the provisions hereof, Contractor may, upon seven (7) additional days' written notice to the City, in addition to any other remedies which may be available to Contractor, (a) bring a suit at law against the City for recovery of sums due Contractor and/or (b) discontinue the performance of the Work hereunder until such time as the appropriate payment is received by Contractor. All payments not made timely hereunder shall bear interest, without the necessity of demand or presentment, which are hereby waived, from the date due at the rate of eight percent (8%) per annum. No waiver by Contractor of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of Contractor, and no delay or omission in the exercise or enforcement by Contractor of any rights or remedies shall ever be construed as a waiver of any right or remedy of Contractor.

25 Default by Contractor. Any one or more of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

a The breach by Contractor of any warranty or representation contained herein;

b The failure of Contractor to perform or observe any term, provision, covenant, agreement or condition contained herein or in any of the other Contract Documents and the continuance of such failure for five (5) days following written notice thereof from the City to Contractor, except that if the nature of the particular failure on the part of Contractor is such that, by its nature, cannot be cured, the City shall not be required to give Contractor notice of such failure, and such failure shall constitute an Event of Default immediately upon its occurrence;

c The insolvency of Contractor;

d The appointment of a receiver of Contractor, or of all or any substantial part of its property, and the failure of such receiver to be discharged within thirty (30) days thereafter;

e The admission by Contractor in writing of its inability to pay its debts generally as they become due;

f The execution by Contractor of an assignment for the benefit of its creditors;

g The filing by or against Contractor of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding, or

the act of Contractor in instituting or voluntarily being or becoming a party to any other judicial proceeding intended to effect a discharge of the debts of Contractor, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any other rights or powers granted to The City herein or in any other documents executed in connection herewith;

h The failure of Contractor to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable; or

i The failure of any attachment, sequestration or similar proceeding against any of Contractor's property to remain undischarged or unbonded by Contractor, or undismissed, for a period of thirty (30) days after the commencement thereof.

26 The City's Remedies. Without limitation of the right of the City to all remedies available to the City as otherwise provided herein, at law and/or in equity, upon the occurrence of an Event of Default, the City, at its option, without any further notice or demand whatsoever, which are hereby waived, may perform such acts or expend such sums as shall be reasonably necessary to remedy any such Event of Default and may deduct the cost thereof from payments then or thereafter due Contractor hereunder. Upon the occurrence of an Event of Default, at the City's option, and without prejudice to any other remedy the City may have, the City may terminate this Agreement and may finish the Work by whatever method the City may deem expedient, and to the extent the costs thereof shall reasonably exceed those which would have otherwise become due to Contractor hereunder had Contractor timely and properly performed its obligations under this Agreement, Contractor shall pay and reimburse the City on demand for such costs, together with interest thereon calculated at the lesser of (i) the maximum rate of interest allowed by applicable federal or state law or (ii) eight percent (8%) per annum. All rights and remedies of the City hereunder are cumulative of each other and of every other right or remedy which the City may otherwise have at law or in equity, and the exercise of one or more rights or remedies by the City shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. No waiver by the City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of the City, and no delay or omission in the exercise or enforcement by the City of any rights or remedies shall ever be construed as a waiver of any right or remedy of the City.

27 Collection Rights. With respect to any sums or charges which may become due from one party to the other pursuant to the provisions of this Agreement, the party to whom such sums are due shall have all rights and remedies available at law or in equity to collect such sums or charges, including, without limitation, the right to set off any such sums or charges against payments becoming due to the other party hereunder.

28 Termination by the City. Notwithstanding any provision contained in this Agreement which could be construed to the contrary, and irrespective of whether there shall have occurred an Event of Default, the City may terminate this Agreement at any time effective upon fifteen (15) days' written notice to Contractor of such termination, whereupon neither party shall have any further liability or obligation to the other hereunder, except as otherwise expressly provided herein. In the event of any such termination by the City pursuant to this provision,

Contractor shall be entitled to be paid an amount which is equitable in the circumstances for Work performed hereunder as of the date of termination (including Contractor's fee hereunder earned as of such date), together with Contractor's actual and provable costs and/or losses with respect to materials, equipment, tools and storage, including reasonable profit and overhead, mobilization and demobilization. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within ten (10) days after termination, the City shall obtain, at its own expense, a Professional Engineer's sealed opinion of the amount due in consideration of all circumstances surrounding the termination and shall make payment accordingly. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 24 above.

29 Independent Contractor. It is understood and agreed that the relationship of Contractor to the City shall be that of an independent contractor. Nothing contained herein shall be deemed or construed to (a) make Contractor the agent, servant or employee of the City, or (b) create any partnership, joint venture or other association between the City and Contractor. Contractor shall not have the right to bind the City to any obligations whatsoever, and this Agreement shall not be construed to make the City liable to any person or party for debts or claims of any character accruing to them against Contractor.

30 Notices. Notices to be given by either party hereto shall be in writing and shall be deemed to have been served, given and received (a) if hand delivered, when delivered in person to the address set forth hereinafter for the party to whom notice is given, (b) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, properly addressed to the party to whom notice is given at the address hereinafter specified, or (c) if faxed, when verifiable confirmation of delivery is received by the sender of such fax to the party whose fax address is hereinafter specified. Until changed by written notice, the parties' addresses for notices are as set forth on the signature page attached hereto.

31 Assignment. Without the prior written consent of the City, Contractor shall not assign any of its rights or delegate any of its duties hereunder. Any such attempted assignment or delegation, without the prior written consent of the City as aforesaid, shall be null and void. The City may assign its rights and obligations under this Agreement from time to time to any third party provided such third party assignee expressly assumes the City's obligations hereunder, provided that the City shall not be released by any such assignment from the performance of any obligations hereunder.

32 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

33 Time of Essence. Time is of the essence of this Agreement and any breach of same shall go to the essence thereof, and Contractor, in agreeing to use its best efforts to complete the Work within the time period prescribed herein, has taken into consideration and made allowances for common and foreseeable hindrances incident to the Work to be performed hereunder.

34 Attorneys' Fees. Should any party bring suit against the other party concerning matters arising out of this Agreement, the prevailing party shall be entitled to recover from the

other party court costs, reasonable attorneys' fees and related legal expenses incurred in connection with such suit.

35 Applicable Law. This Agreement is to be governed and construed under the laws of the State of Texas, Galveston County and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in the county where the Property is located.

36 Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, if any, whether written or oral, between the City and Contractor concerning the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the City or Contractor unless in writing and signed by both parties to this Agreement.

37 Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Agreement.

38 Singular and Plural; Gender. Where required for proper interpretation, words in the singular shall mean the plural, and vice versa; the masculine gender shall include the neuter and the feminine, and vice versa.

39 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

40 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

41 Construction. The parties hereto each acknowledge and agree that this Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing same to be drafted.

42 Authority. Each person executing this Agreement, by their execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Agreement against such party following such execution.

43 Waiver of Consequential Damages. Anything herein to the contrary notwithstanding, each of the parties hereto hereby waives all claims against the other for consequential damages.

# Exhibit A

## Scope of Work & Budget

City of Pharr  
118 S. Cage Blvd. | Pharr, TX | 78577  
c/o: Francisco Marin  
Parks and Community Services Director

Dear Mr. Marin,

Thank you for the opportunity to work with your community on the development of a modern concrete youth park in Pharr. Consistent with our recent discussions, we respectfully submit the following Scope of Work and Budget for the Project. This Scope of Work is intended to supplement and further define the details of the Skatepark Design/Build Agreement between City of Pharr and Transcend, Inc. d/b/a SPA Skateparks and shall be an exhibit thereto.

### SPA Skateparks **Scope of Work:**

- Community Consultation & Concept Design. Includes 1-2 in person public/staff /focus group input meetings.
- Prepare technical specifications and professionally sealed construction drawings
- Skatepark size, features and arrangement will be determined by the final design approved by the City and City's Representative.
- Construction to begin after written approval of plans and specifications and issuance of Notice to Proceed for construction by City.
- Construction Work. All Labor and Materials required for the grading/drainage, forming, placing and finishing of all proposed concrete features and flatwork. All labor and materials required for the fabrication and installation of all proposed steel work including structural steel, steel coping/edging, grind rails and other miscellaneous steel.
- Earthworks per suitable geotechnical report
- Project management. Foreman or other approved capable representative on site during construction.

### SPA Skateparks Scope of Work **Does Not Include** the following items:

- Labor and materials required for landscaping and irrigation procedures (ie. trees, stone work, pathways, planting, sod, hydro-seed, trees etc.) lighting, fencing, park signage, shade structures and site amenities unless otherwise agreed to in writing by both parties.
- Costs for Geotechnical report, materials testing, survey, contractor registration fees, City permits and fees
- Construction site utilities – water, electricity
- All other detail outside of the skate park features and hard surface concrete/steel work unless otherwise agreed to in writing by both parties
- All aspects of Work not included in SPA Skateparks Scope of Work above

**Total contract price for the Pharr Design Build Skatepark Project:**

- **Budget: Three hundred thousand dollars (\$300,000).**

IN WITNESS WHEREOF, the parties have executed this Agreement between City of Pharr and Transcend, Inc. d/b/a SPA Skateparks as of the day and year first above written.

**THE CITY:  
CITY OF PHARR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**THE CONTRACTOR  
TRANSCEND, INC. D/B/A SPA SKATEPARKS**

By: \_\_\_\_\_

Name: Yann Curtis  
Title: Corporate Secretary  
Address: 1301 Orlando Road  
Austin, Texas 78733  
Phone: 512-203-5445  
Fax: 512-236-5272



**AGENDA ITEM REQUEST**

MEETING DATE: January 22, 2015

INITIATED BY: Adolfo Garcia DEPARTMENT: Library

AGENDA ITEM: Consideration and action for City Manager to negotiate contract with the Warren Group for architectural design services for South Pharr Branch Library

PARTY MAKING THE REQUEST: David Garza

NATURE OF THE REQUEST: negotiate contract for design services

**BUDGET:**

EXPENDITURE REQUIRED: negotiate

CURRENT BUDGET:

ADDITIONAL FUNDING: \$

**ROUTING:**

LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE/PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL:**

DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSISTANT CITY MANAGER: [Signature] DATE: 1/19/15

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

**Staff is recommending approval**