



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 5:00 P.M. ON
TUESDAY, MARCH 3, 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 April 7, 2015 as National Service Recognition Day.

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) City Events of Interest
- C) 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)*

- A) Approval of Minutes for February 17, 2015 - Regular Called Meeting.

**B) Consideration and action on Planning & Zoning Cases:
Public Hearing**

1. Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2311 South Cage Boulevard.
2. Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 1.34 acre tract of land out of Lot 5, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite C.
3. Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1610 West Expressway 83.
4. Fuera De Lugar, LLC., d/b/a Fuera De Lugar Restaurant, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.071 acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop.
5. Magic Valley Electric Cooperative, Inc. has filed with the Planning and Zoning Commission a request for a change of zone from a General Business District (C) to Heavy-Commercial District (H-C). The property is legally described as Lot 1, F.N.B. Pharr Branch Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1311 South Cage Boulevard.

PLATS:

6. Sam Engineering & Surveying Inc., representing Juan R. Guerrero and Graciela Guerrero, are requesting preliminary plat approval of the proposed Master Plat of Guerrero Subdivision. The property is legally described as being a 2.00 acre tract of land out of Lot 176, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 100 Block of North Palm Drive.
7. Sam Engineering & Surveying Inc., representing Mario A. Bracamontes and Alicia E. Jaime, are requesting final plat approval of the proposed Bracamontes-Jaime Subdivision. The property is legally described as being a 1.00 acre tract of land out of Lot 245, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 300 Block of West Rancho Blanco Road.
8. Melden & Hunt Inc. representing Fernando Lopez, Executive Director for Pharr Housing Authority, is requesting final plat approval of the proposed Sunset Terrace Senior Village Subdivision. The property is legally described as being a Re-subdivision of 3.254 acres being all of Lot 2, Sunset Terrace Apartments Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 700 Block of West Egly Avenue.

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9. Quintanilla, Headley And Associates, Inc. representing Hector Guerra Jr., Member, Tanzania Investments LLC, is requesting final plat approval of the proposed Hacienda La Esperanza Subdivision. The property is legally described as a 9.855 acre tract of land out of the South one-half (1/2) of Lot seven (7), Block eight (8), A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Moore Road.
10. NAIN Engineering, L.L.C., representing Marco Antonio Retureta Salas and Elba Bonilla Toral, are requesting final plat approval of the proposed Retureta Subdivision. The property is legally described as being a 1.00 acre tract of land being the South 104 feet of the West 418 feet of Lot 349, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 8600 Block of South Cage Boulevard.

REGULAR AGENDA – OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance designating the City of Pharr – TIF Reinvestment Zone #2.
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-84-45. (Late Hours Mixed Beverage Permits)
- C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2013-51. (Permitting)
- D) Consideration and action, if any, on Ordinance amending Ordinance Nos. O-2011-56 and O-2008-47 Section E. (Conditional Use Permits).
- E) Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-13 Section A and B residential and commercial table rates for garbage collection.
- F) Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-48 (Rental fees Boggus Ford Events Center facility).
- G) Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of South US 281 and West Business 83 for Good Samaritan Community Services Annual 5K Run/Walk on Saturday, April 18, 2015.

6. ADMINISTRATIVE:

- A) Consideration and action, if any, on nominations to the 2015 Rio Grande Valley Walk of Fame.

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- B) Consideration and action, if any, on request from Rio Grande Valley Literacy Center to use the Jose "Pepe" Salinas Civic Center parking lot on April 4, 2015 from 8:00 a.m. to 2:00 p.m. for a community wide garage sale.
- C) Consideration and action, if any, awarding bid for Capital Lease Financing.
- D) Consideration and action, if any, awarding bid for Egly & Sugar Drainage Detention Pond Offsite Improvements Project.
- E) Consideration and action, if any, authorizing City Manager to submit a grant application to the Hidalgo County Metropolitan Planning Organization for federal funding assistance through Section 5310 Program for Pedestrian Improvements Project.
- F) Consideration and action, if any, on sponsorship request by Urban Science Initiative, Inc. for use of the Boggus Ford Events Center for Storm Fury event.
- G) Consideration and action, if any, ratifying sponsorship request by The University of Texas-Pan American for use of the Boggus Ford Events Center on Friday, February 27, 2015 for UTPA 2015 Alumni Ball event.

7. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, authorizing execution of Consultant Agreement with Lone Star Management and Project Advisors LLC for New Market Tax Credit Program.
- B) Consideration and action, if any, authorizing City Manager to negotiate and execute agreement with GSIS for general consulting services.
- C) Consideration and action, if any, authorizing negotiation and execution of professional service concessionaire agreement for city venues.
- D) Consideration and action, if any, authorizing negotiation and execution of 380 Incentive Program Agreement with McAllen Levcal, LLC.
- E) Consideration and action, if any, authorizing negotiation and execution of legal services engagement agreement with Ketterman Rowland & Westlund (TML Claim No. 1300202438).
- F) Consideration and action, if any, authorizing City Manager to negotiate and execute Interlocal agreement between the City of Pharr and Hidalgo County for West Owassa Road improvements.

G) Consideration and action, if any, authorizing negotiation and execution of participation and incentive agreement with P.A.L (Police Athletic League) for Pharr HubPhest on April 10-11, 2015.

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.

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 or 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. This Notice was posted on the 27th day of February 2015, at 4:00 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 27TH DAY OF FEBRUARY 2015.



HILDA PEDRAZA, TRUC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 2015 by,

Title: _____

Proclamation



WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our cities and counties, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, Cities of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 7, 2015.

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 encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities and I do hereby proclaim the 7th day of April 2015 as:

"National Service Recognition Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of March 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

Hilda Pedraza, City Clerk



City Engineer's Report
March 3, 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

Plans and Specifications are about 40% completed.

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:

Capote Industrial Park & Pharr/Las Milpas Industrial Park Street Improvements

A pre-construction meeting was held on February 19, 2015 with Foremost Paving. Work begins this week.

Contract Amount:	\$1,617,323
Current Expenditures:	\$0
Percent Completed:	0%

East Anaya Road

Contracts have been signed with IOC Company and a pre-construction meeting was held on February 11, 2015. Work will commence the first week in March.

Contract Amount:	\$179,152.65
Current Expenditures:	\$0
Percent Completed:	0%

Egly & Sugar Drainage Detention Pond-Offsite Improvements

A bid opening was held on February 10, 2015. Award recommendation is on the agenda.

Moore Road Driveway at Pharr Police Department

Paving has been completed; a final walk thru is scheduled for this week.

Contract Amount:	\$126,700.00
Current Expenditures:	\$ 84,627.17
Percent Completed:	99%

Northside Park – Special Needs

Contractor is currently working on the site grading and installation of the playsets. Letters have been sent to Texas Descon to submit a revised schedule but no response.

Contract Amount:	\$708,150.00
Current Expenditures:	\$648,903.00
Percent Completed:	80%

Single Machine Repaving Project 1st Year Program

Cutler Repaving is currently working in the South portion of the project in Los Ebanos Subdivision and Juan Balli Road.

Contract Amount:	\$1,133,651.44
Current Expenditures:	\$0
Percent Completed:	15%

South Pharr Sidewalk Improvements Project

Stripping of crosswalks will begin this week. A preliminary walk-thru of the project has begun.

Contract Amount:	\$242,402.85
Current Expenditures:	\$230,186.00
Percent Completed:	95%

Traffic Signal at Sugar & Sioux Road

A bid opening was held on January 30, 2015. Contract execution with Austin Traffic Signal is underway.

Wastewater Treatment Plant – Secondary Clarifier No. 1 Replacement

A bid opening was held on January 23, 2015. Contract execution with Associated Construction Partners, Ltd is underway.



Single Machine Repaving – Los Ebanos Subdivision



Single Machine Repaving – Los Ebanos Subdivision



Moore Road Driveway – Police Department



Northside Park – Special Needs



South Pharr Sidewalk Improvements Project

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, FEBRUARY 17, 2015 AT 5:00 P.M.
118 SOUTH CAGE 2ND FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, February 17, 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 5:11 pm)
Comm. Oscar Elizondo, Jr.
Comm. Edmund Maldonado, Jr.
Comm. Aquiles Garza

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Fred Sandoval, City Manager
Hilda Pedraza, City Clerk
Javier Rodriguez, C.D. Director
Juan Guerra, Chief Financial Officer
Ruben Villescas, 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
Roel Garza, Athletics Director
Roy S. Garcia, Pharr Events Center
Sergio Contreras, External Affairs Dir.

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

ITEM 1 CALL TO ORDER:

Mayor Palacios called the meeting to order at 5:04 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. Carrillo was not present at the time of roll call but arrived at 5:11 p.m.

B) PLEDGE OF ALLEGIANCE / INVOCATION.

Tim Smith led in the pledge of allegiance and Marty Moore said the prayer.

ITEM 2 PROCLAMATIONS:

A) PRESENTATION OF PROCLAMATION PROCLAIMING FEBRUARY 17, 2015 AS TIM'S COATS DAY

Mayor Palacios read Proclamation proclaiming February 17, 2015 as Tim's Coats Day and presented proclamation to Tim Smith and Marty Moore. Tim Smith thanked the Board for the recognition on behalf of Tim's Coats Project and recognized John Kittleman, General Manager, and Jerry Lee Berg, Public Service Director, who have been in support of the project since its inception. He stated over 250,000 persons have been helped through this project. He further thanked Marty Moore and all Southwest Dry Cleaners Associations for making this project a great success.

B) PRESENTATION OF PROCLAMATION PROCLAIMING FEBRUARY 21, 2015 AS CHILDREN'S ADVOCACY CENTER, ESTRELLA'S HOUSE DAY

Mayor Palacios read Proclamation proclaiming February 21, 2015 as February 21, 2015 as Children's Advocacy Center, Estrella's House Day and presented proclamation to Lorena Castillo.

Lorena Castillo thanked the Commission, on behalf of the Children's Advocacy Center Board of Staff, for the proclamation and for their continued support. She went over their services and extended an invitation to all to attend their 5th Annual Vinos Fundraise Event taking place on Saturday, February 21, 2015. She further introduced Vicky Medina, Executive Director for Estrella's House and Pat Blum who helps with the Vinos Fundraising Event.

C) PRESENTATION OF PROCLAMATION PROCLAIMING THE MONTH OF FEBRUARY 2015 AS TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH

Mayor Palacios read Proclamation proclaiming February 2015 as Teen Dating Violence Awareness and Prevention Month and presented proclamation to Alan Cantu.

Ruben Villescás, Police Chief, introduced Alan Cantu as the City of Pharr Police Department Domestic Violence Coordinator and thanked the Board for the proclamation. He stated his department was here for the victims of domestic violence no

matter how young they may be and to let everyone know they take a stand for them. Alan Cantu thanked the Board for the recognition.

ITEM 3 CITY MANAGER'S REPORTS:

- A) City Engineer's Report - Bill Ueckert
- B) Submission of monthly report – Pharr Municipal Court
- C) Submission of January 2015 Tax Collection Report
- D) Submission of February 2015 Sales Tax Report
- E) City events of interest
- F) Legislative/Project Update
- G) Comprehensive Quarterly Financial Report for FY 2014-2015 (1st Quarter – October 1, 2014 through December 2014)

Mayor Palacios introduced the item.

Fred Sandoval, City Manager, stated the City Engineer report was in their packets and questions could be entertained at this time. There being no questions, Mr. Sandoval stated Judge Martinez was present to answer any questions on Municipal Court report.

Judge Rudy Martinez reported the Scofflaw Program was still being worked on and stated he had received a revised agreement from the County. He further stated there was a glitch with Incode but should be fixed in the next month or two.

Fred Sandoval, City Manager, reported sales taxes were up for the month of February by 7.68%. He further reported the next City Hall on Call would take place on Friday, February, 27, 2015 from 8:00 a.m. to 5:00 p.m. and Operation Clean Sweep on Saturday, February 28, 2015 from 8:00 a.m. to 12:00 noon at the Pharr Police Athletic League (PAL) Offices. He stated he had received an inquiry from Vanguard Academy to volunteer some of their students and asked staff to accommodate them. He further reported that the last City Hall on Call held at the Fire Station in South Pharr had been a great success with approximately 80 people in attendance.

Comm. Farias stated a gentleman attending the City Hall on Call had requested additional lighting along S. Cage and asked for a status.

Fred Sandoval, City Manager, stated David Garza had been in contact with Magic Valley Electric who was in the process to issue a work order to place additional lights from Juan Balli to Military Highway at no cost to the city or the citizens. He further stated the lights would be installed approximately 150 feet apart.

Mr. Sandoval also announced a press conference for the naming rights to the Boggus Ford Events Center would be held Thursday, February 20, 2015 at 6:00 p.m. and extended an invitation to everyone to attend. He welcomed and called upon Eddie Cantu, County Commissioner Precinct 2, to speak to the City Commission.

Eddie Cantu, County Commissioner Precinct 2, stated he had been working with staff to see where the County and the City could partner up and stated he was there to help the City in any way he could.

Fred Sandoval, City Manager, reported Congressman Filemon Vela would be scheduling a tour of the Pharr Bridge on Thursday, February 19, 2015 at 2:30 p.m. and stated seven or eight legislators, and Edward Avalos, Secretary for Marketing and Regulatory Programs for USDA AFAS would be in attendance. He further called upon Sergio Contreras to give a report on the Legislative Agenda.

Sergio Contreras, Director of External Affairs, reported on the first of the Professional Development Training Sessions. He stated UTPA Small Business Development Center hosted a Customer Service Training on Monday, February 16, 2015 at City Hall and 30 employees from Finance and Development Services Departments were in attendance. He stated these trainings would continue on a monthly basis. Mr. Contreras also reported Fred Sandoval, City Manager, Comm. Aquiles J. Garza and himself had participated in the RGV and Mid Valley Day last week as they discussed key Legislative priorities for the Valley and for the City of Pharr. He reported Governor Gregg Abbott had declared five emergency items earlier today during the State Address being early education, higher education, transportation funding, border security, and ethics reform. He stated Governor Abbott also promised to push to pass legislation allowing Texas to openly carry hand guns. He further reported on some bills of concern to TML and municipalities which would cut the amount of local property tax revenues in half. He reported on the upcoming bridge tours and briefings and stated the city had surpassed the \$30 billion dollar trade with the world, being a 7% increase from last year, with eighty-one countries. He reported a tour and briefing would be held tomorrow at the bridge with senior staff from Senator Ted Cruz to include Chief Counsels from U.S. Senators and Edward Avalos would be visiting on Thursday.

Fred Sandoval, City Manager, stated the first quarter Comprehensive Quarterly Report was in their packets and was in fulfillment of the city's financial responsibilities.

ITEM 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)*

A) APPROVAL OF MINUTES FOR JANUARY 22, 2015 – REGULAR-SPECIAL CALLED MEETING AND FEBRUARY 3, 2015 – REGULAR CALLED MEETING

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR STREET STRIPING FOR PUBLIC WORKS ANNUAL USE (FY2014-2015)

- C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER #1 IN THE ADDITIONAL AMOUNT OF \$55,902.82 TO CUTLER REPAVING CONTRACT FOR REPAVING OF EAST EL DORA (US 281 TO VETERANS ROAD)**
- D) CONSIDERATION AND ACTION, IF ANY, ON, CHANGE ORDER #1 IN THE ADDITIONAL AMOUNT OF \$64,681.80 TO IOC COMPANY CONTRACT FOR ASPHALT MATERIAL FOR REPAVING OF EAST ELDORA (US 281 TO VETERANS ROAD)**
- E) CONSIDERATION AND ACTION, IF ANY, ON PLANNING & ZONING CASES:**

PUBLIC HEARING

1. Varinia, L.L.C., d/b/a La Barra, 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 Lots 4 & 5 La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5808 South Cage Boulevard.
2. Charles D. Mueller, representing Lynn Tract, LP, a Texas Limited Partnership, requested a change of zone from an Agricultural and/or Open Space District (A-O) to a General Business District (C). The property is legally described as the northeast 2.16 acres (261'x360') out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400 and 500 Block of West Ridge Road.

PLATS:

3. Melden & Hunt Inc., representing Thomas F. Phillips, requested final plat approval of the proposed Jackson Ridge Court Subdivision Phase III. The property is legally described as being a re-subdivision of 6.565 acres, out of Lot 5, Block 7, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 1000 Block of South Jackson Road.
4. Quintanilla Headley & Associates Inc., representing Vanguard Academy, Inc., Robert Olivarez, President, requested preliminary and final plat approval of the proposed Vanguard Academy Subdivision No. 8. The property is legally described as being a 7.20 acre tract of land being all of Lot 1, Vanguard Academy Subdivision No. 4 Replat of Vanguard Academy Subdivision No. 2 and No. 3, an addition to the City of Pharr, Hidalgo County, Texas. The property is located between the 1200 and 1500 Block of East Kelly Avenue.

Mayor Palacios introduced items 4A through 4E (4) and stated no one had signed up to speak during the public hearing portion of the meeting.

Comm. Carrillo moved to approve items 4A through 4E (4) under the consent agenda as recommended. Item 4A was denied as recommended. Comm. Elizondo seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2015-06 is filed with the City Clerk's Office.

REGULAR AGENDA – OPEN SESSION:

PUBLIC HEARING: SOLICITATION OF COMMENTS ON THE CREATION OF THE CITY OF PHARR-TIF REINVESTMENT ZONE #2

Mayor Palacios opened up the public hearing and stated two individuals had signed up to speak.

Kenneth Fletcher voiced his concerns with the noise, light, water and ordinance violations. He stated he was present to learn about the TIF Reinvestment Zone and as to what it means to the residents. He stated he was in favor of business if it would eliminate property tax increases and all the proper ordinances were enforced.

Mayor Palacios called upon Dr. Ambrosio Hernandez but he was not present. Therefore, the public hearing was closed.

ITEM 5 ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DESIGNATING THE CITY OF PHARR – TIF REINVESTMENT ZONE #2

Fred Sandoval, City Manager, introduced the item and stated this was the city's second Tax Increment Financing Zone (TIF) also known as Tax Increment Reinvestment Zone (TIRZ). He stated this was a partnership with the County which was to increase and incentivize developers to come in and change green fields into developed properties or re-develop properties in bad condition. He stated this would increase development, ad valorem taxes, sales taxes, job creation and roof tops, which could be used to lower property taxes and recommended approval.

Comm. Farias **moved** to approve the first 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 ORDINANCE AMENDING ORDINANCE NO. O-84-45. (LATE HOURS MIXED BEVERAGE PERMITS)

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

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

**C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING
ORDINANCE NO. O-2013-51. (PERMITTING)**

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

Edward Wylie, Development Services Director, explained the ordinance would give the department additional authority on regulating the businesses selling alcohol and would tie all permitting requirements together.

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

**D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING
ORDINANCE NOS. O-2011-56 AND O-2008-47 SECTION E.
(CONDITIONAL USE PERMITS)**

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

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

**E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION
CREATING AND APPOINTING THE PHARR INTO THE FUTURE
MASTER PLAN STEERING COMMITTEE. (TABLED)**

Fred Sandoval, City Manager, introduced the item.

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

Fred Sandoval, City Manager, stated Texas A&M University had informed him this item was not ready. He stated additional meetings were needed and recommended no action be taken at this time.

**F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION
AUTHORIZING POLICE CHIEF TO SUBMIT A GRANT APPLICATION
TO THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION
FOR THE PHARR POLICE DEPARTMENT FIRST OFFENDER
PROJECT**

Fred Sandoval, City Manager, introduced the item and stated this was a grant application and recommended approval.

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

Resolution No. R-2015-11 is filed with the City Clerk's Office.

ITEM 6 ADMINISTRATIVE:

A) PRESENTATION BY LINEBARGER GOGGAN BLAIR AND SAMPSON, LLP ON FIRST QUARTER DELINQUENT PROPERTY TAX COLLECTION REPORT FOR THE REPORTING PERIOD OF OCTOBER 1, 2014 THROUGH DECEMBER 31, 2014

Fred Sandoval, City Manager, introduced the item.

Kelly Salazar, representative for Linebarger Goggan Blair and Sampson LLP, went over the quarter delinquent tax collection report. She stated two mailings had been completed targeting 3,258 accounts, over 1300 phone calls were received, 64 pay off requests, 111 property visits were conducted and received 195 taxpayer walk-ins. She stated 75 lawsuits/interventions had been filed, 36 judgments were taken, 24 suits were dismissed, 3 tax warrants were issued, as of February 2015 there were 464 pending litigations and there were 95 pending bankruptcy cases. She stated collections were up as of the same time last year, collecting over \$207,000 in base pay being a 1.5% increase.

Comm. Cortez asked if there were any high dollar delinquent tax accounts. Ms. Salazar responded she would look into it this week and report back to them.

B) CONSIDERATION AND ACTION, IF ANY, ACCEPTING AND APPROVING AUDIT FOR FY 2013-2014 PRESENTED BY OSCAR R. GONZALEZ & ASSOCIATES

Fred Sandoval, City Manager, introduced the item.

Juan Guerra, Chief Financial Officer, introduced Oscar Gonzalez, CPA and Melissa Gonzalez CPA, who would be presenting the audit report.

Melissa Gonzalez presented the City's Annual Financial Report for year ending September 30, 2014. She stated the Opinion Financial Statements presented fairly in all material respects resulting in a Clean Opinion. She went over the statement of revenues, expenditures, and changes in fund balance for the General Fund and reported on the Budget. She further reported on the proprietary funds being the Utilities Fund, Toll Bridge and Golf Course. She added there were some findings in the report of which the letter describing the findings in detail would be mailed to the city.

Mayor Palacios asked about the report of the Toby Keith concert in which The Monitor Newspaper had reported the amount of monies paid by the city was an

approximate \$800,000 to \$850,000. He asked if the newspaper had made a mistake in reporting that the city lost money in both the concert and the Pharr Events Center.

Juan Guerra, Chief Financial Officer, stated the information concerning the concert and partnership agreement was located on page 68. He explained the Events Center began in September 2011 and had not generated a profit. He stated the newspaper was correct in describing the physical activity taking place at the Events Center, the contracts, and the Toby Keith concert. He further explained Resolution R-2012-02 authorizes the City Manager to negotiate the terms and conditions of any agreement, promoter, entertainer or tenant for the use of the Events Center.

Mayor Palacios asked if money was lost due to the Toby Keith concert and stated, for the record, he was not aware of the loses.

Juan Guerra, Chief Financial Officer, stated the city had incurred an investment fee for the partnership agreement, but based on the resolution the City Manager was in his right to do so and was one of many events held in the city.

Comm. Carrillo stated the reason the city had obtained the naming rights for the Events Center was due to the Toby Keith concert. He stated the city gained \$300,000 for the naming rights with a possible five year extension of an additional \$500,000. He stated this also didn't include the sales taxes received from the events by filling up the hotel/motel rooms and monies spent on food and lodging in the city. He further stated with every event held, the city is being promoted and the city is in the business in providing a service to our constituents.

Comm. Elizondo stated he had spoken to some of the people from the hotels/motels and they were happy with the Events Center by filling up their rooms. He added if any mistakes were made, they would all learn from it and believes the naming rights were a result of the Toby Keith concert.

Mayor Palacios stated that naming rights and sales taxes were different from a show. He stated promoters that bring the shows should have enough money to pay for the shows and the city must be more careful with the promoters and not have the city act as a finance or loan company and pay the promoters. He stated he did not believe the city should not cover a loss with the money being received from the naming rights. He stated the city should be making money from the shows, naming rights, and on sales taxes.

Comm. Cortez stated he has heard people say that the city was losing money with the Golf Course. He stated he was very proud to have a golf course rated number 1 by our winter Texans. He added the libraries and parks are never mentioned and they do not bring in revenues. He added installing equipment in the library and the parks is very expensive but they are a quality of life and he firmly believes the golf course is a place where not many revenues will result from it but it is a quality of life of which he is very proud of.

Comm. Farias stated he has been here since 2006 and he can't remember a year in which the golf course has made money. He stated the Events Center, prior to becoming a concert event hall, was an entity which was being invested into. He stated it needed to be looked at by the impact it has with the economy in the community. He stated when people come into the community they look at things that are good for a community and feels it is important to have those qualities of life.

Comm. Elizondo asked Juan Guerra how the city was doing financially as a whole and what the major problem with the fund balance was in 2007.

Juan Guerra, Chief Financial Officer, stated all of the city's contingency funds balances are fully funded, all major indicators are at the highest they have ever been, and the city was very healthy and very prosperous. He stated in 2007 the general fund balance had a negative \$8 million fund balance and the city's credit ratings fell to a triple B.

Comm. Garza asked how the credit rating was now. Juan Guerra, Chief Financial Officer, stated the city historically had a bad credit rating but all of it has been erased. He stated the cash flow was positive, the fund balance is fully funded and now the city's credit rating is an A with SNP, A2 with Moody's, and -AA with Fitch which are the best credit ratings the city has received. He further stated the credit ratings are used for investment purposes and obtaining the best interest rates.

Comm. Cortez asked Juan Guerra about the city's transparency and finances. Juan Guerra, Chief Financial Officer, explained the city's transparency means as good as it can get as measured by the Texas State Comptroller. He stated the State Comptroller's office started a transparency award program and the City of Pharr was the first city in the region to receive the award. This past year the comptroller's office increased the transparency requirements and the City of Pharr applied and received the platinum transparency award. The Board of Commissioners commended and thanked Juan Guerra on a job well done.

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

C) CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR THE SUGAR ROAD AT SIOUX ROAD TRAFFIC SIGNAL PROJECT

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

Comm. Carrillo **moved** to award the bid to Austin Traffic Signal. Comm. Elizondo seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, AWARDING BID FOR WASTEWATER TREATMENT PLANT SECONDARY CLARIFIER NO. 1 REPLACEMENT PROJECT

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

Comm. Garza **moved** to award the bid to Associated Construction Partners, Ltd. Comm. Cortez seconded the motion and when put to a vote, it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, IN NAMING SPECIAL NEEDS PARK, DR. WILLIAM LONG CITY/SCHOOL PARK

Fred Sandoval, City Manager, introduced the item and stated this park was created not only for the residents in the area but also for a special needs park. He stated Dr. Long was a great servant to the community and recommended the park be named Dr. William H. Long City/School Park.

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

ITEM 7 CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR AND HIDALGO COUNTY PRECINCT 2 FOR EAST ELDORA ROAD IMPROVEMENTS

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.

B) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR AND HIDALGO COUNTY PRECINCT 2 AND BORDER COLONIA ACCESS PROGRAM FOR NAVARRO STREET IMPROVEMENTS

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR AND HIDALGO COUNTY FOR SCOFFLAW SERVICES

Fred Sandoval, City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH S&GE, LLC TO UPDATE WATER AND WASTEWATER MASTER PLAN

Fred Sandoval, City Manager, introduced the item and stated the last time the plan was updated was in early 2007 and recommended approval.

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

At this time, Fred Sandoval, City Manager, recommended to deviate from the agenda and to 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 4 – 7**

Mayor Palacios stated the time being 6:35 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.

Comm. Carrillo left the meeting, the time being 6:38 p.m.

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 7:30 pm; the board had completed its closed session and would be resuming the open meeting.

ITEM 7 E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE A 380 INCENTIVE PROGRAM AGREEMENT WITH MCALLEN LEVCAL, LLC

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

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

ITEM 10 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 17TH DAY OF FEBRUARY, 2015 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



“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

Executive Summary Letter

March 3, 2015

Conditional Use Permit Renewal for ABC –

Pizza Properties, Inc.

Background:

Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 9th renewal for Peter Piper Pizza #63.

The property is located at 2311 South Cage Boulevard – Peter Piper Pizza #63. 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.

P:\Admin\MY FILES\CUPs\ABC\ABC_PIZZA PROPERTIES dba PETER PIPER PIZZA #63_2006

POLICE CHIEF:

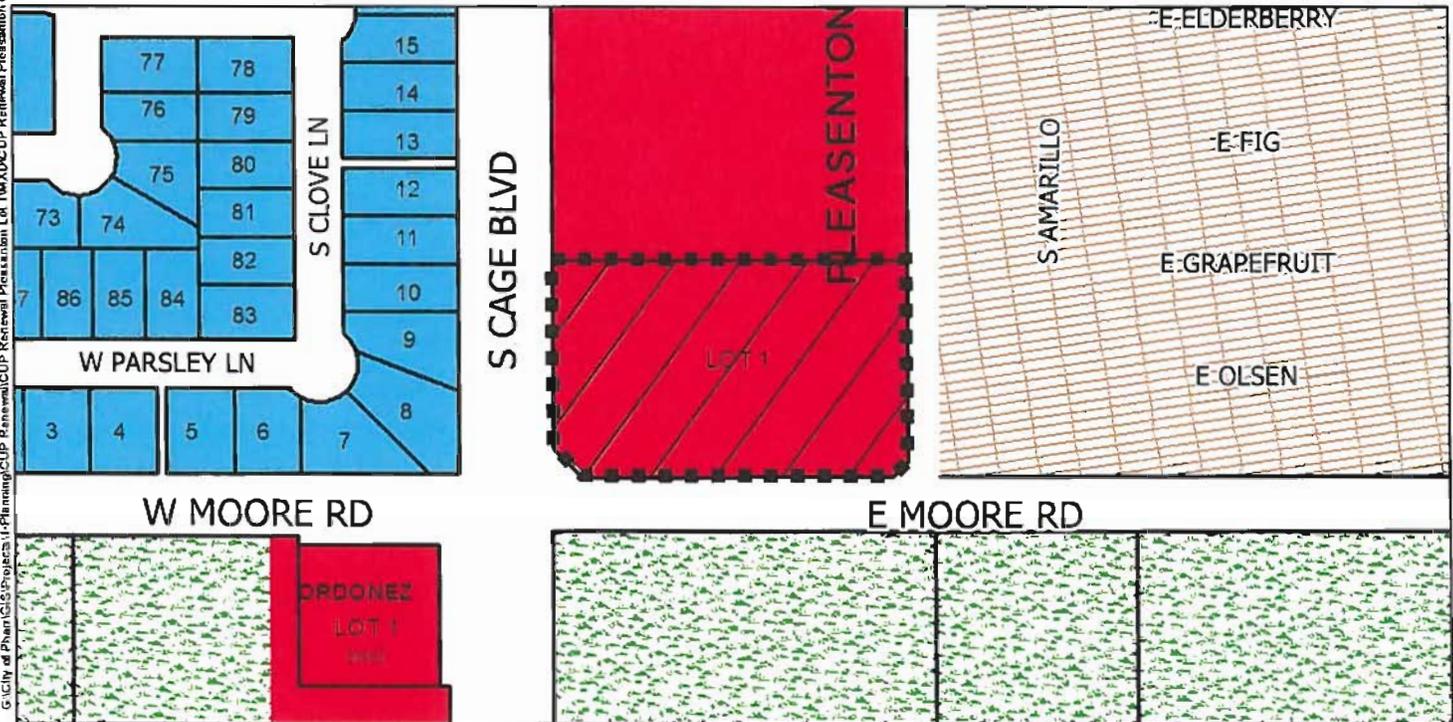
Recommends approval of the Conditional Use Permit.
(See attached memo)

PLANNING DEPT.:

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

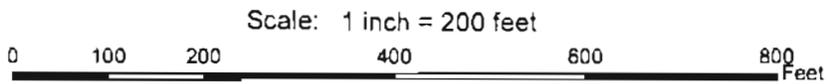
**PLANNING STAFF
RECOMMENDATIONS:**

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



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Pleasanton Lot 1\MAXDCUP Renewal Pleasanton 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 | |



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

3856

OWNER/APPLICANT: Pizza Properties PHONE: 956-793-0735
 ADDRESS: 2311 S. CAGLE
 TYPE OF BUSINESS: PIZZA PLACE NAME OF BUSINESS: PETER PIPER
 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 _____ 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 EMERGENCY 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 (GFCI 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 BACK STAIRS OK _____ SUBSTANDARD
 2. T.P. VALVE & DRAIN _____ OK _____ SUBSTANDARD
 3. SHUT-OFF VALVE _____ OK _____ SUBSTANDARD
 4. VENT 6" OK _____ SUBSTANDARD

GAS SYSTEM _____ OK _____ SUBSTANDARD
PREMISE OK OK _____ SUBSTANDARD
GARBAGE CONTAINER Dumpster OK _____ 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: [Signature] DATE: 1-13-15
 RECEIVED BY: [Signature] DATE: 1-13-15

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

February 2, 2015

PETER PIPER PIZZA
1715 S S. CAGE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 2, 2015 revealed no violations.

1602 ROGELIO RODRIGUEZ
Inspector

Raylynne Settle

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

FEB 02 2015



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: 01/14/2015
Re: Conditional use Permit Renewal for ABC – File No. CUP#060104 (Peter Piper Pizza #63)

Pizza Properties, Inc., 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 more fully described as follows:

Legal Description: Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 2311 S. Cage Blvd.

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 tags 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: 01/14/2015

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.



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. CUP060104 (PETER PIPER PIZZA #63)

DATE: MARCH 3, 2015

Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, 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 more fully described as follows:

Legal description: Lot 1, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

Physical address: 2311 South Cage Boulevard.

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.
Aquiles "Jimmy" Garza
Adan Farias

CITY MANAGER
Fred Sandoval

March 3, 2015

Executive Summary Letter

Conditional Use Permit Renewal for ABC –

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

Background:

Shots Main Event, LLC, d/b/a Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Main Event Entertainment.

The property is located at 500 North Jackson, Suite C. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption.

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



MEMORANDUM

TO: MAYOR AND CITY COMMISSION

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

THROUGH: FRED SANDOVAL, CITY MANAGER

DATE: MARCH 3, 2015

RE: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT **RENEWAL**
FOR ABC – FILE NO. CUP#140101 (MAIN EVENT ENTERTAINMENT)

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as being a 1.34 acre tract of land out of Lot 5, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

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

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the North, South and East and Heavy Industrial District (H-I) to the West. 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)

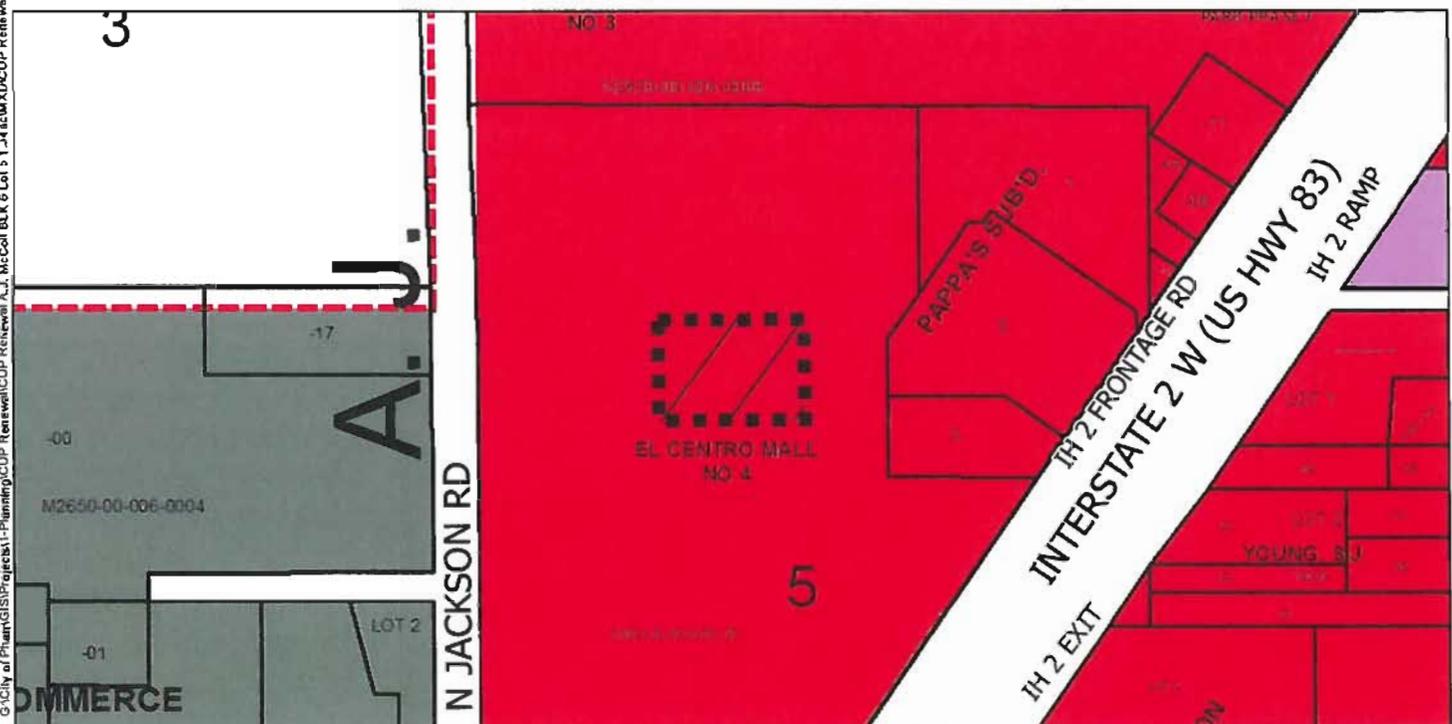
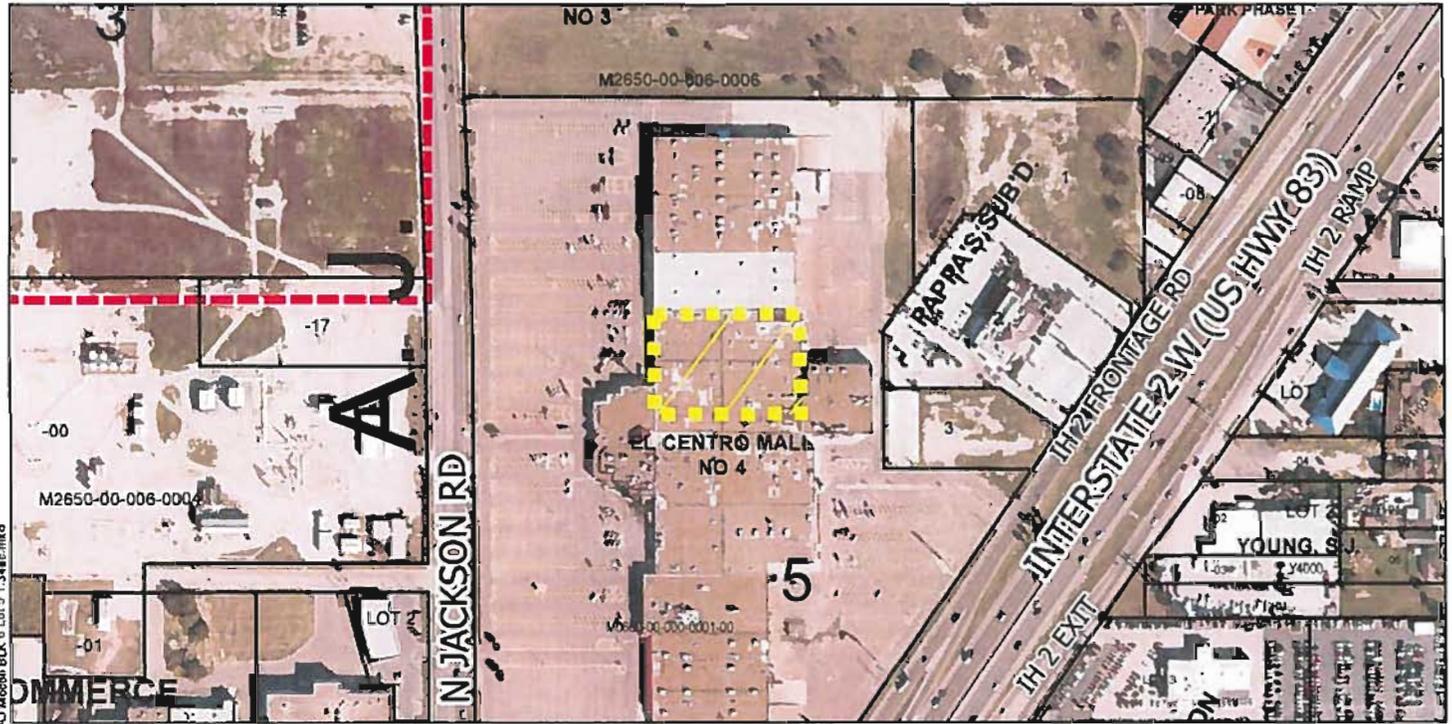
PLANNING DEPT.:

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

**PLANNING STAFF
RECOMMENDATIONS:**

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

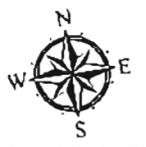
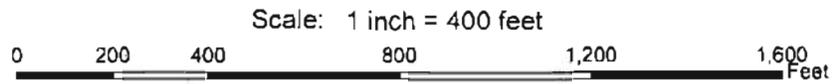
Conditional Use Permit Renewal
 A.J. McColl BLK 6 Lot 5 1.34ac
 Main Event Entertainment



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal A.J. McColl BLK 6 Lot 5 1.34ac.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: 2/20/2015

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

3788

OWNER/APPLICANT: CHARLES KRELAN PHONE: 972-655-1000
 ADDRESS: 500 N JACKSON
 TYPE OF BUSINESS: EVENT CENTER NAME OF BUSINESS: MAIN EVENT
 LEGAL: _____ SUBD.: _____

EXISTING BUILDING	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
IF YES, PREVIOUS TYPE OF OCCUPANCY(S)	_____			
MIXED OCCUPANCY	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
IF YES, TYPE OF ADJACENT OCCUPANCY(S)	_____			
CHANGE OF OCCUPANCY FROM PREVIOUS?	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
IS CHANGE OF WALL ASSEMBLY REQUIRED?	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
IS FIRE PROTECTION REQUIRED?	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
IF SO, WHAT TYPE?	_____			

BUILDING STATUS/STRUCTURAL:

1 FLOOR	_____	<u>OK</u>	_____	SUBSTANDARD
2 WALLS	- EXTERIOR _____	<u>OK</u>	_____	SUBSTANDARD
	- INTERIOR _____	<u>OK</u>	_____	SUBSTANDARD
3 CEILING	_____	<u>OK</u>	_____	SUBSTANDARD
4 ROOF	_____	<u>OK</u>	_____	SUBSTANDARD

MEANS OF EGRESS:

1 OCCUPANT LOAD (IF APPLICABLE)	_____	<u>OK</u>	_____	SUBSTANDARD
2 NUMBER OF EXITS	<u>2</u>	<u>OK</u>	_____	SUBSTANDARD
3 MEANS OF EGRESS LIGHTING	_____	<u>OK</u>	_____	SUBSTANDARD
4 EXIT SIGNS	_____	<u>OK</u>	_____	SUBSTANDARD
5 DOOR HARDWARE	_____	<u>OK</u>	_____	SUBSTANDARD

ACCESSIBILITY:

1 RESTROOMS	_____	<u>OK</u>	_____	SUBSTANDARD
2 PATH OF EGRESS	_____	<u>OK</u>	_____	SUBSTANDARD
3 RAMPS (HANDRAILS/GUARDS)	_____	<u>OK</u>	_____	SUBSTANDARD
4 DOORS	_____	<u>OK</u>	_____	SUBSTANDARD

ELECTRICAL:

1 SERVICE ENTRANCE	_____	<u>OK</u>	_____	SUBSTANDARD
2 SERVICE EQUIPMENT	_____	<u>OK</u>	_____	SUBSTANDARD
3 WIRING SYSTEM	_____	<u>OK</u>	_____	SUBSTANDARD
4 LIGHT FIXTURE	_____	<u>OK</u>	_____	SUBSTANDARD
5 RECEPTACLE OUTLETS (G F C I WHERE REQUIRED)	_____	<u>OK</u>	_____	SUBSTANDARD

MECHANICAL:

1 REGISTERS	_____	<u>OK</u>	_____	SUBSTANDARD
2 GRILL	_____	<u>OK</u>	_____	SUBSTANDARD
3 DRAIN	_____	<u>OK</u>	_____	SUBSTANDARD
4 EQUIPMENT	_____	<u>OK</u>	_____	SUBSTANDARD

PLUMBING:

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

WATER HEATER:

1 LOCATION	<u>Back "KITCHEN"</u>	<u>OK</u>	_____	SUBSTANDARD
2 T.P. VALVE & DRAIN	_____	<u>OK</u>	_____	SUBSTANDARD
3 SHUT-OFF VALVE	_____	<u>OK</u>	_____	SUBSTANDARD
4 VENT	<u>ELC</u>	<u>OK</u>	_____	SUBSTANDARD

GAS SYSTEM

PREMISE	_____	<u>OK</u>	_____	SUBSTANDARD
GARBAGE CONTAINER	<u>CLEAN DUMPSTER</u>	<u>OK</u>	_____	SUBSTANDARD

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

- 1 COMPLIES WITH ALL CODES
- 2 NOTE NEW BUILDING
- 3 _____
- 4 _____
- 5 _____

PREPARED BY: [Signature] DATE: 1-14-15
 RECEIVED BY: [Signature] DATE: 1-14-15

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.

PASSED

FAILED:

PASSED WITH CONDITIONS:

RE-INSPECT DATE:



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

February 20, 2015

MAIN EVENT
500 N JACKSON RD STE. E
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 20, 2015 revealed no violations.

Inspection Note ANNUAL INSPECTION C.U.P.

1602 ROGELIO RODRIGUEZ
Inspector

Carlos Quintanilla

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

FEB 20 2015

Nella,



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: 01/14/2015

Re: Conditional use Permit and Late Hours Permit Renewal for ABC – File No. CUP#140101 (Main Event Entertainment)

Charles Keegan, (TDL#17110783) representing Shots Main Event d/b/a/ Main Event Entertainment, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: A 1.34 acre tract of land out of Lot 5, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 500 N. Jackson Rd., Suite C

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 tags 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: 01/14/2015

RECEIVED
 PHARR DEVELOPMENT
 SERVICES DEPT

Main Event CUP Renewal Request **JAN 14 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 AND LATE HOURS PERMIT FOR ABC –
FILE NO. CUP#140101 (MAIN EVENT ENTERTAINMENT)

DATE: MARCH 3, 2015

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

Legal Description: A 1.34 acre tract of land out of Lot 5, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 500 North Jackson, Suite C.

Planning staff is recommending **approval** of the renewal of the Conditional Use Permit and Late Hours 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.
Aquiles “Jimmy” Garza
Adan Farias

CITY MANAGER
Fred Sandoval

March 3, 2015

Executive Summary Letter

Conditional Use Permit Renewal for ABC – Pappadeaux Seafood Kitchen

Background:

Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Pappadeaux Seafood Kitchen.

The property is located at 1610 West Expressway 83. 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 beverages for on-premise consumption.

P:\Admin\MY FILES\CUPs\ABC\RNWL_PAPPAS RESTAURANTS, INC dba PAPPADEAUX SEAFOOD KITCHEN_2010



MEMORANDUM

TO: MAYOR AND CITY COMMISSION

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

THROUGH: FRED SANDOVAL, CITY MANAGER

DATE: MARCH 3, 2014

RE: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. CUP#100103 (PAPPADEAUX SEAFOOD KITCHEN)

GENERAL INFORMATION:

APPLICANT: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is applying for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1610 West Expressway 83.

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

COMMENTS:

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

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

POLICE CHIEF:

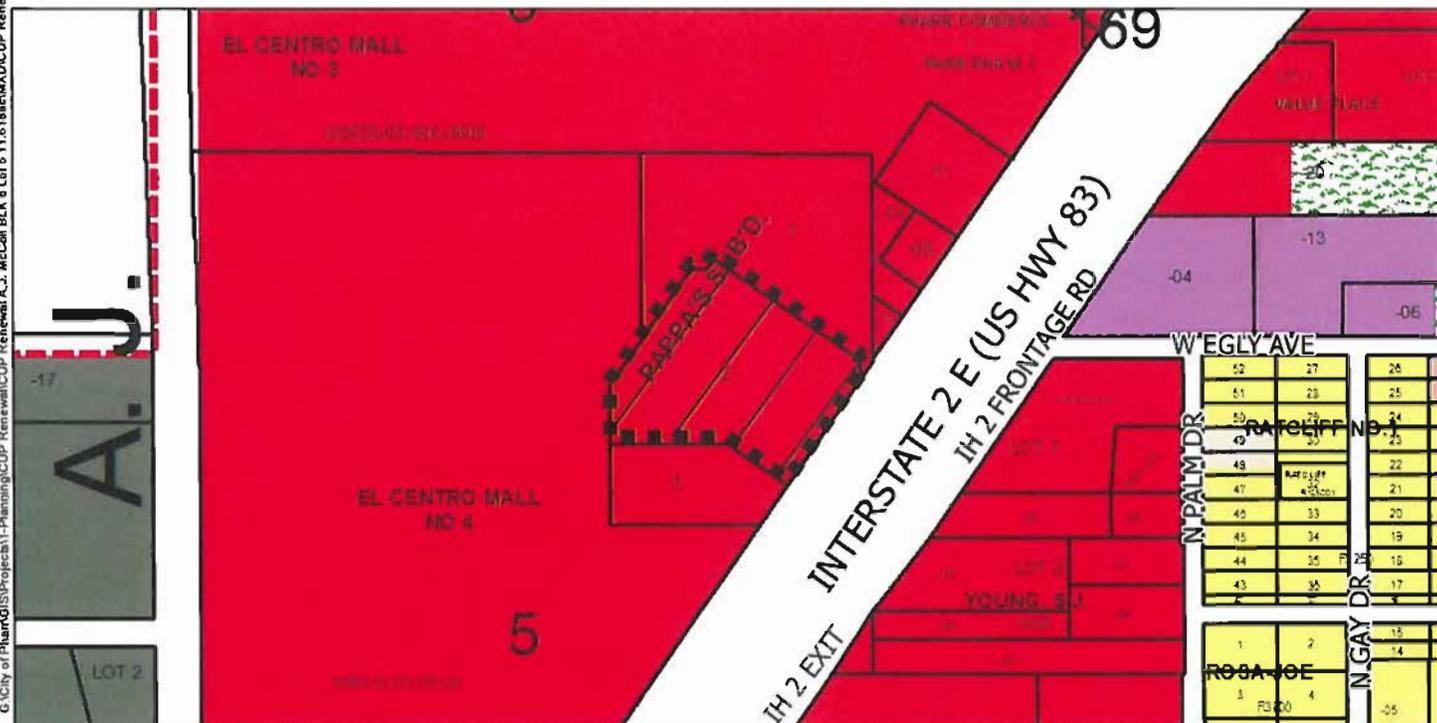
Recommends approval of the Conditional Use Permit.
(See attached memo)

PLANNING DEPT.:

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

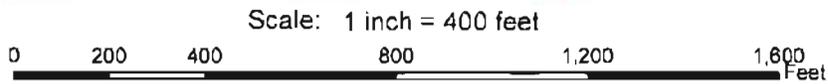
**PLANNING STAFF
RECOMMENDATIONS:**

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



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

City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 2/24/2015

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

3879

OWNER/APPLICANT: Pappas Restaurant LLC PHONE: 936-743-1471
 ADDRESS: 1610 W. Expressway 97
 TYPE OF BUSINESS: Seafood Restaurant NAME OF BUSINESS: Pappadocaux
 LEGAL: 11.04 Ac. Lot 6 PMS6 SUBD.: A. J. McCall Subdivision 9-4-79. ac
lots 1+2 John Markout Subd.

EXISTING BUILDING
 IF YES, PREVIOUS TYPE OF OCCUPANCY(S) _____ YES _____ NO
 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? _____

OK
(circled)

BUILDING STATUS/STRUCTURAL:

1. FLOOR	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
2. WALLS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
	EXTERIOR	<input checked="" type="checkbox"/>	OK	_____
	INTERIOR	<input checked="" type="checkbox"/>	OK	_____
3. CEILING	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
4. ROOF	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD

MEANS OF EGRESS:

1. OCCUPANT LOAD (IF APPLICABLE)	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
2. NUMBER OF EXITS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
3. MEANS OF EGRESS LIGHTING	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
4. EXIT SIGNS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
5. DOOR HARDWARE	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD

PASSED

FAILED:

PASSED WITH CONDITIONS:

RE-INSPECT DATE:

ACCESSIBILITY:

1. RESTROOMS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
2. PATH OF EGRESS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
3. RAMPS (HANDRAILS/GUARDS)	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
4. DOORS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD

ELECTRICAL:

1. SERVICE ENTRANCE	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
2. SERVICE EQUIPMENT	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
3. WIRING SYSTEM	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
4. LIGHT FIXTURE	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
5. RECEPTACLE OUTLETS (G F C I WHERE REQUIRED)	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD

MECHANICAL:

1. REGISTERS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
2. GRILL	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
3. DRAIN	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
4. EQUIPMENT	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD

PLUMBING:

1. P. TRAPS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
2. VENTS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
3. DRAINS	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
4. PLUMBING FIXTURES	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
5. WATER SERVICE LINE	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
6. DISTRIBUTION LINES	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
7. GREASE TRAP (INTERCEPTOR/SEPARATOR)	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
8. BACKFLOW PREVENTION	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD

WATER HEATER:

1. LOCATION	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
2. T.P. VALVE & DRAIN	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
3. SHUT-OFF VALVE	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD
4. VENT	<input checked="" type="checkbox"/>	OK	_____	SUBSTANDARD

GAS SYSTEM _____ OK _____ SUBSTANDARD
PREMISE _____ OK _____ SUBSTANDARD
GARBAGE CONTAINER _____ OK _____ SUBSTANDARD

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

1 _____
 2 _____
 3 _____
 4 _____
 5 _____

RECEIVED
 PREPARED BY: [Signature] DATE: 2-17-15
 PHARR DEVELOPMENT SERVICES DEPT.
 RECEIVED BY: [Signature] DATE: 2/17/15

FEB 18 2015
 Please note: Owner/Applicant is responsible to contact the City of Pharr Community Planning & Development Dept. at 702-3399 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

February 24, 2015

PAPPADEAUX SEAFOOD KITCHEN
1610 W EXPRESSWAY 83
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 24, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Juan Jaime Sandoval

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

FEB 24 2015

BY: _____



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: 02/10/2015
 Re: Conditional use Permit Renewal for ABC – File No. CUP#100103 (Pappadeaux Seafood Kitchen)

James Harris Pappas, (TDL#05294001), Christopher James Pappas (TDL#02412515), and Ernest Pekmezaris (TDL#05229430) are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: 11.168 ac., Lot 6, Block 6 A.J. McColl Subdivision and 3.839 ac., Lots 1&2 John Makens Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 1610 W. Expressway 83 – Telephone Number: 956-783-1471

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 tags 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: 02/10/2015

RECEIVED
 PHARR DEVELOPMENT
 SERVICES DEPT.

Pappadeaux's CUP Renewal Request

FEB 11 2015



INTEROFFICE MEMORANDUM

To: MAYOR AND CITY COMMISSION

From: EDWARD M. WYLIE, CP&D DIRECTOR

Through: FRED SANDOVAL, CITY MANAGER

Subject: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. CUP#100103 (PAPPADEAUX SEAFOOD KITCHEN)

Date: MARCH 3, 2015

Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, 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 more fully described as follows:

Legal description: 11.618 ac., Lot 6, Block 6, A.J. McColl Subdivision and 3.839 ac., Lots 1 & 2, John Makens Subdivision, Pharr, Hidalgo County, Texas.

Physical address: 1610 West Expressway 83.

Planning staff is recommending **approval** of the Conditional Use Permit provided site 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: MARCH 3, 2015

RE: CONDITIONAL USE PERMIT FOR ABC –
FILE NO. CUP#150101 (FUERA DE LUGAR RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, has filed with the Planning and Zoning Commission a request for a 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 .071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1101 East Nolana Loop.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) to the North, General Business District (C) to the South, Agricultural and/or Open Space District (A-O) and General Business District (C) to the East and Heavy Commercial District (C) and Agricultural and/or Open Space District (A-O) to the West. The area is generally designated for commercial, industrial and public/semipublic use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit. (See attached memo)

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

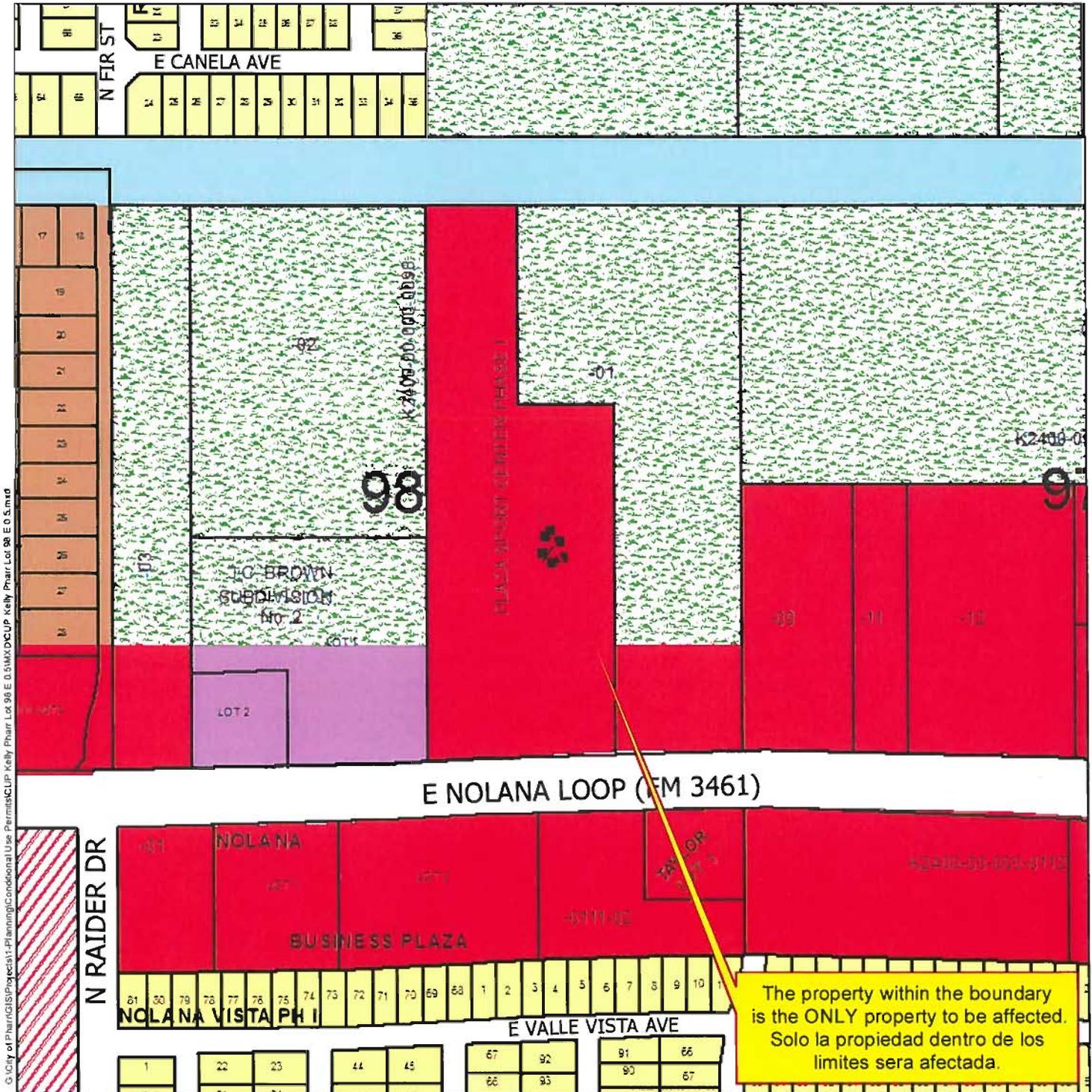
PLANNING DEPARTMENT: Recommends approval of the Conditional Use Permit. (See attached memo)

NOTIFICATION OF PUBLIC: Twenty-seven (27) 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.

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

PLANNING & ZONING COMMISSION: Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to staff's recommendations.

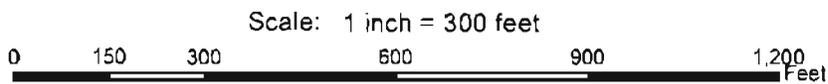
Proposed Conditional Use Permit
 CUP Kelly Pharr Lot 98 E 1/2
 Fuera De Lugar / Jose Antonio Caso



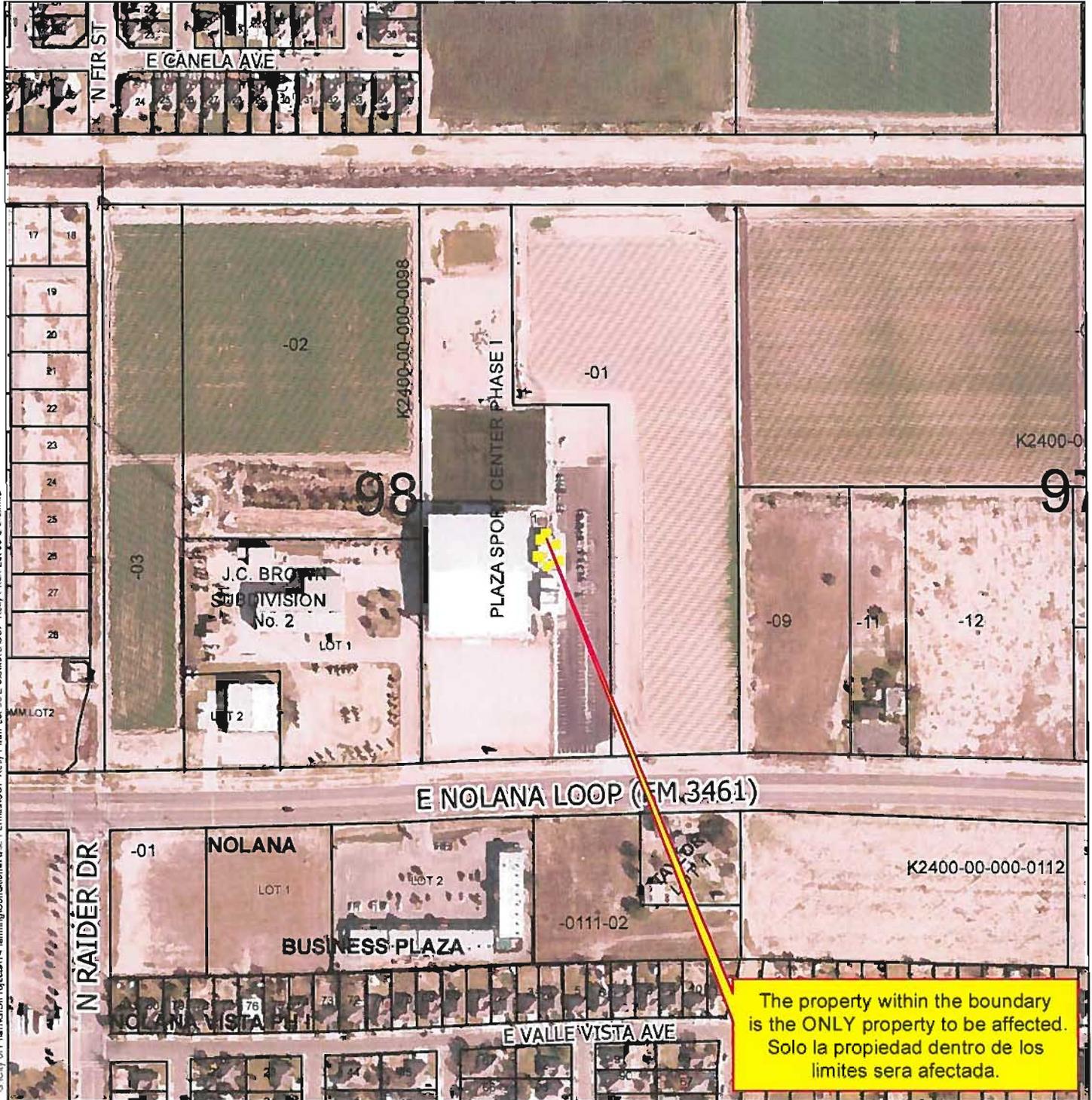
G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Kelly Pharr Lot 98 E 0.5.mxd

- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 | | |

City of Pharr, Texas
 Engineering Department
 956.702.5355

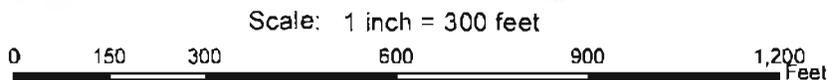


Date: 2/3/2015



G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Kelly Pharr Lot 98 E 0.5\MKDCUP Kelly Pharr Lot 98 E 0.5.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
COMMUNITY PLANNING & DEVELOPMENT
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT
INSPECTION FORM**

3880

OWNER/APPLICANT: Jose Antonio/Alma Estelita Caso PHONE: _____
 ADDRESS: 1101 E. Nolana
 TYPE OF BUSINESS: Sport Complex NAME OF BUSINESS: Fuerza De Luz
 LEGAL: 1101 of Fan Area SUBD.: Plaza Sports Center

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 (G.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 OK SUBSTANDARD
 2 T.P. VALVE & DRAIN OK SUBSTANDARD
 3 SHUT-OFF VALVE OK SUBSTANDARD
 4. VENT OK SUBSTANDARD

GAS SYSTEM OK SUBSTANDARD
PREMISE OK SUBSTANDARD
GARBAGE CONTAINER OK SUBSTANDARD

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

PREPARED BY: [Signature] DATE: 2-25-17
 RECEIVED BY: [Signature] DATE: 2-25-15

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

PASSED
 FAILED: _____
 PASSED WITH CONDITIONS: _____
 RE-INSPECT DATE: _____



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

February 12, 2015

FUERA DE LUGAR
1101 E NOLANA B
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 12, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Oscar Ramos

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

FEB 12 2015



Pharr Police Department

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



OK

To: Edward Wylie, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 02/17/2015
Re: Conditional use Permit for ABC – File No. CUP#150101 (Fuera de Lugar Restaurant)

Jose Antonio Casas (██████████) and Alma Ofelia Casas (██████████) Fuera de Lugar LLC d/b/a Fuera de Lugar Restaurant, have filed with the Planning and Zoning Commission requesting for a 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: 0.071 of an acre, more or less, out of Plaza Sports Center Phase 1, Lot 1 Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 1101 E. Nolana Loop

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 tags 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 signature in black ink, appearing to read "Joel Robles".

Date: 02/17/2015



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 FOR ABC –
FILE NO. CUP#150101 (FUERA DE LUGAR RESTAURANT)

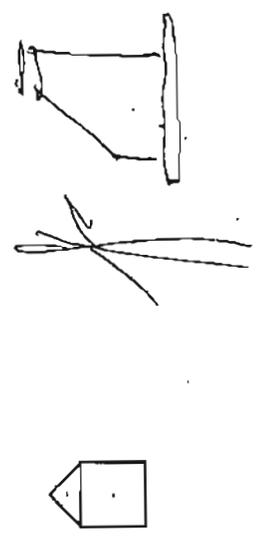
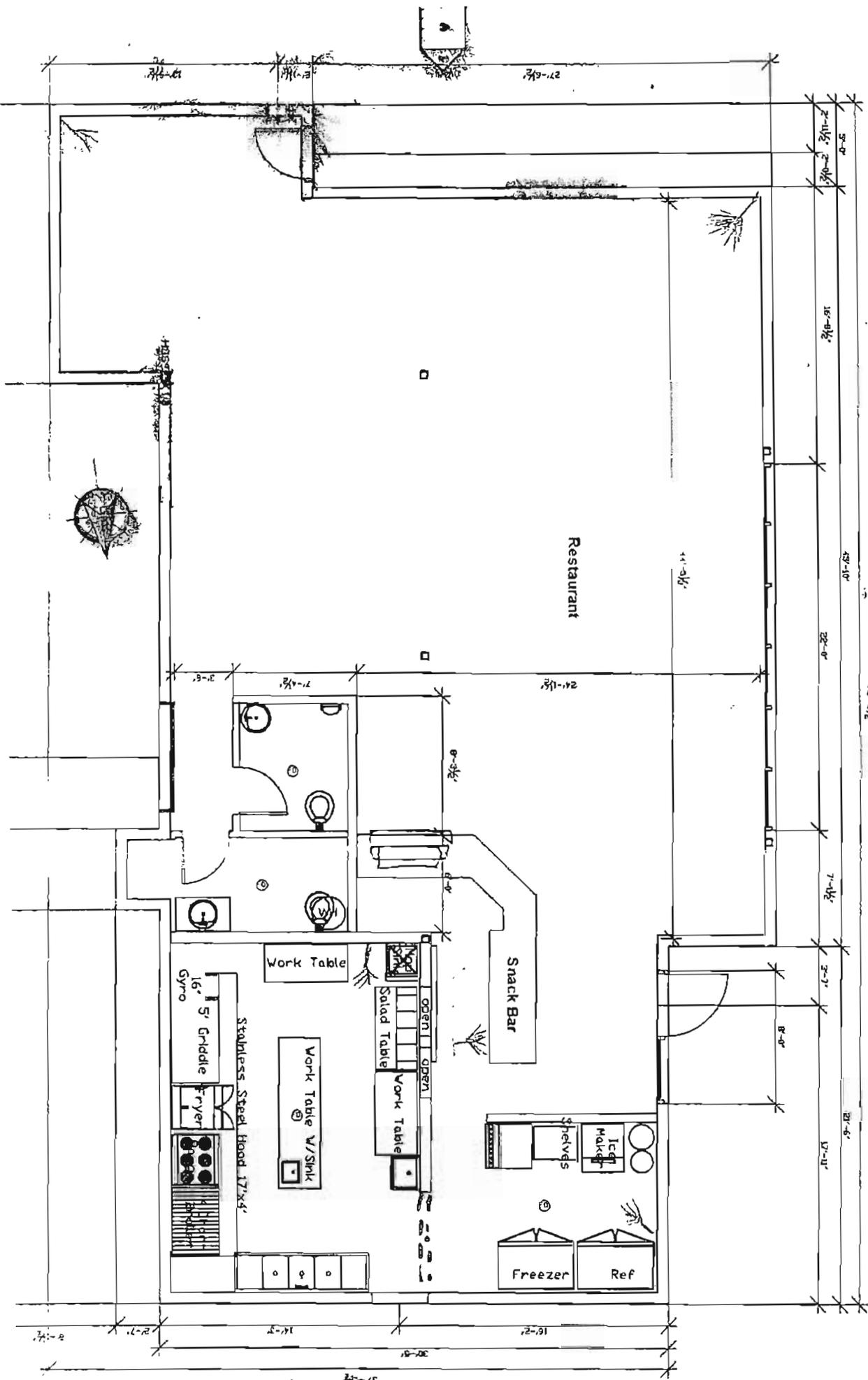
DATE: MARCH 3, 2015

Fuera De Lugar, LLC., d/b/a Fuera De Lugar Restaurant, has filed with the Planning and Zoning Commission a request for a 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:

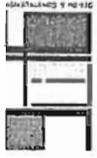
Legal Description: As being a 0.071 acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 1101 East Nolana Loop.

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



72x43 = 3,096 sq. ft.
 = +0.71 acres



ELITE DESIGN & CONSTRUCTION

ELITE DESIGN & CONSTRUCTION assumes no liability for any structure constructed from this plan. It is the responsibility of the purchaser of this plan to perform the following before actual construction commences.

- 1- Builder or contractor must verify all dimensions prior to proceeding with construction.
- 2- Builder or contractor must verify compliance with all local building codes of the area where the structure is to be constructed and located.
- 3- Plans indicate location only; engineering aspects should incorporate actual site conditions.

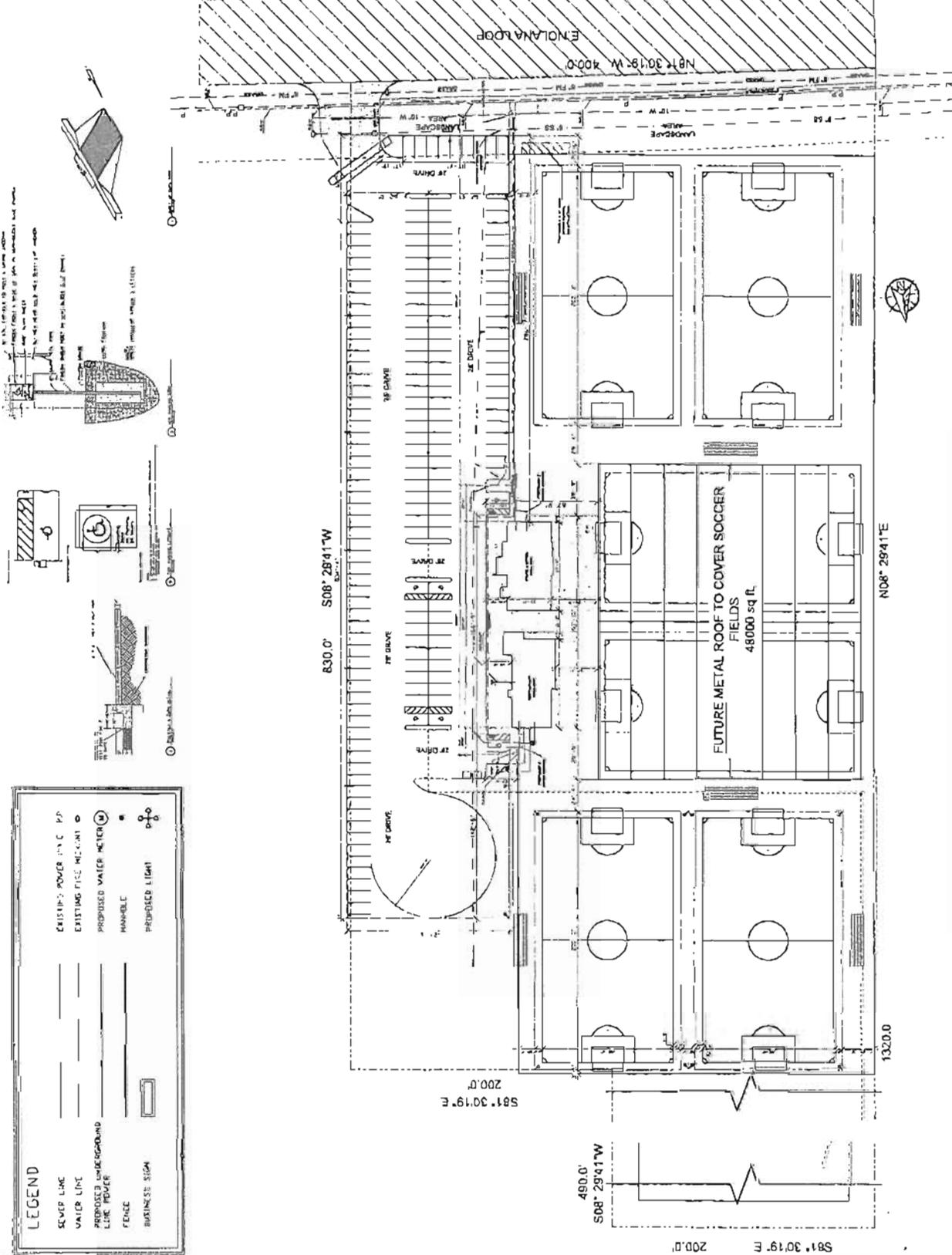


Plaza Sports Center Phase 1 Site Plan

Project Number	1
Issue Date	March 2010
Drawn By	Marcosino Centu
Checked By	Cherlene

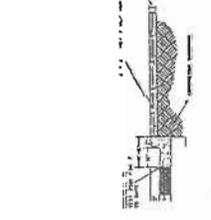
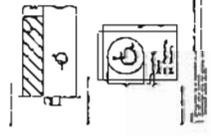
C1

Scale: 1/32" = 1'-0"



LEGEND

SEWER LINE	EXISTING POWER LINE	PROPOSED WATER METER	PROPOSED LIGHT
WATER LINE	EXISTING FIRE METER	HANDHOLE	BUSINESS SIGN
PROPOSED UNDERGROUND LINE POWER	PROPOSED WATER METER		
FENCE			



SPORTS CENTER

fuera de lugar
RESTAURANT



CENTRO DE FORMACION
Toro5
RGV





INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COMMISSION

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

THROUGH: FRED SANDOVAL, CITY MANAGER

DATE: MARCH 3, 2015

SUBJECT: Re-zoning Request: From a General Business District (C) to Heavy-Commercial District (H-C): Lot 1, F.N.B. Pharr Branch Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1311 South Cage Boulevard.

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:

Magic Valley Electric Cooperative, Inc., is requesting a change of zone from General Business District (C) to Heavy Commercial District (H-C). The property is located on the west side of South Cage Blvd., with a current address of 1311 S. Cage Blvd. The property consists of one (1) Lot and is legally described as F.N.B. Pharr Branch Subdivision Lot 1, Pharr, Hidalgo County, Texas.

The property fronts South Cage Blvd., a 120 foot Principal Arterial 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 General Business District (C). The property is designated for commercial use in the Land Use Plan. The owner of the property is requesting a change of zone to Heavy Commercial District (H-C) in order to allow a payment collection station and a small warehouse. This property was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on September 20, 1977.

The adjacent zonings are General Business District (C) to the North, South, West and Single Family Residential District (R-1) and Residential Mobile Home District (R-MH) to the East.

The Heavy Commercial District (H-C) is intended for commercial uses that involve influences that involve large volumes of truck traffic, outside operations and storage of materials and equipment either for sale or as part of the business. Areas should not be zoned to this usage unless they are located on or close to arterials capable of carrying commercial or truck traffic.

Fourteen (14) letters were mailed out to the surrounding property owners and a legal notice published in the Advance News Journal. Staff received one (1) call for information only.

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

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission initially voted to deny the request, but the motion and vote was rescinded and a unanimously vote to approve the rezoning request from General Business District (C) to Heavy-Commercial District (H-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

Magic Valley Electric Cooperative, Inc
 APPLICANT

General Business District (C)
 CURRENT ZONE

1311 South Cage Boulevard
 ADDRESS

Heavy-Commercial District (H-C)
 PROPOSED ZONE

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

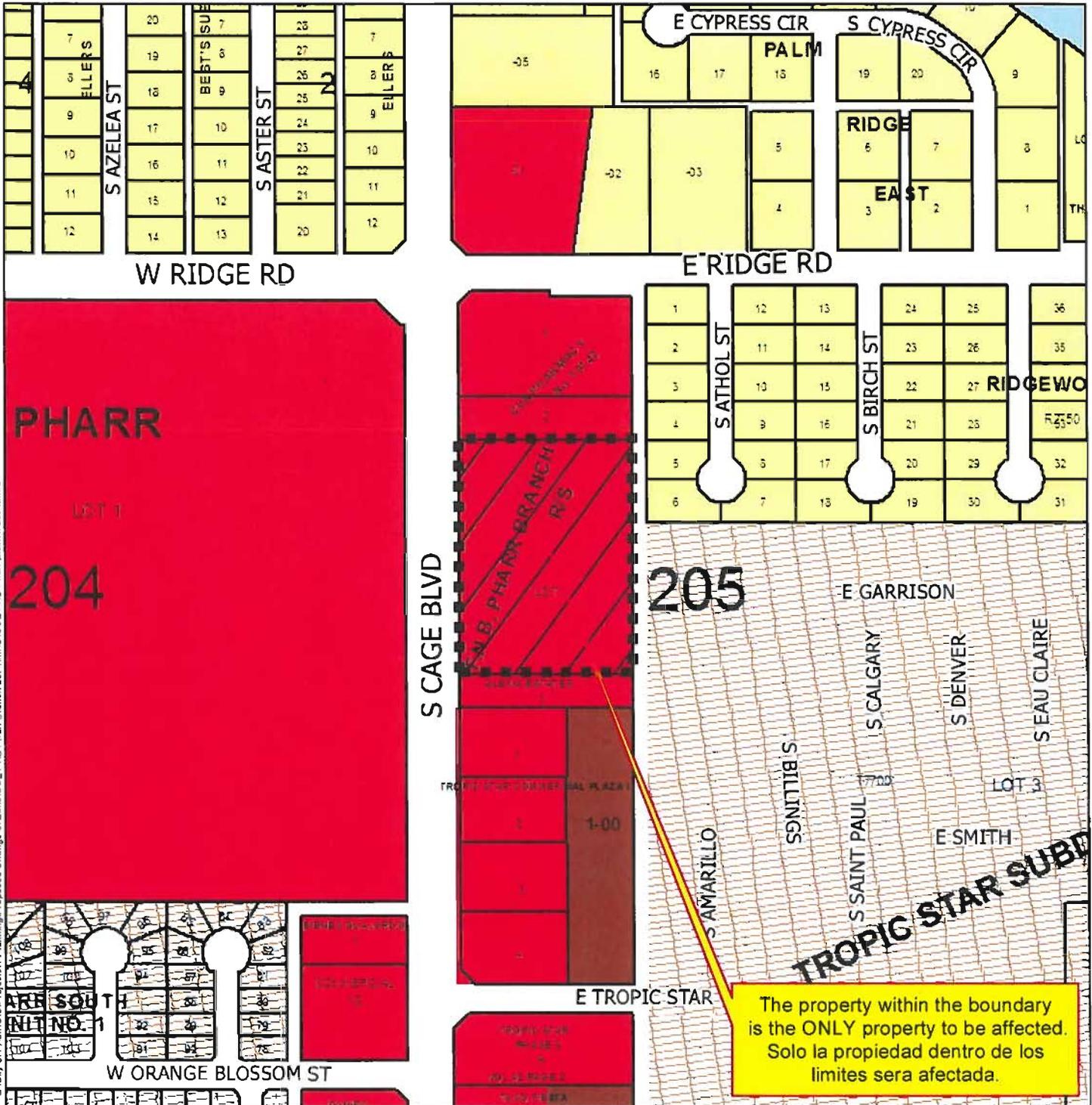
STAFF RECOMMENDATIONS: Approval

The property meets area requirements, has adequate ingress and egress, and is compatible with the future land use plan.

Melanie Cano, Assistant Director
 PREPARED BY

February 17, 2015
 DATE

Proposed Change of Zone
 FNB Pharr Branch Lot 1
 Magic Valley Electric Cooperative Inc.
 Dane Hocott

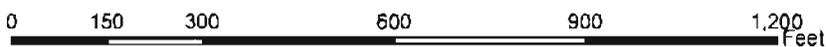


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- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo 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
 956.702.5355

Scale: 1 inch = 300 feet



Date: 2/3/2015

Proposed Change of Zone
 FNB Pharr Branch Lot 1
 Magic Valley Electric Cooperative Inc.
 Dane Hocott

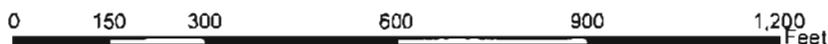


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|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single Family | Mobile Home | General Business | Limited Industrial | Valley View ISD |
| Single Family Small Lot | Townhouse | Business District | Neighborhood Commercial | Planned Unit Development |
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City of Pharr, Texas
 Engineering Department
 956.702.5355

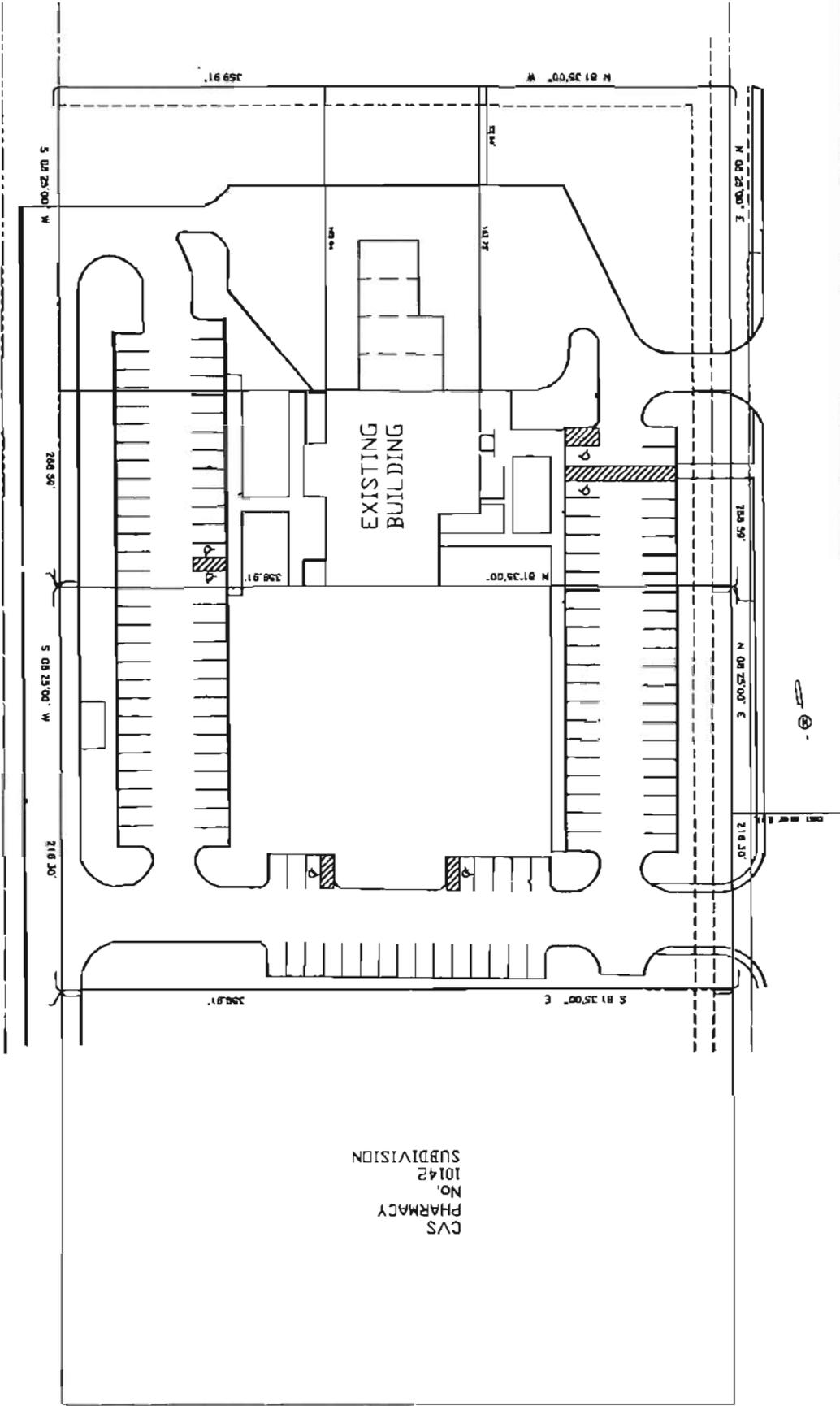
Scale. 1 inch = 300 feet



Date: 2/3/2015

RIDGE RD.

CVS
PHARMACY
NO.
10142
SUBDIVISION



U.S. 281 (CAGE BLVD.)



MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 03, 2015
RE: MASTER PLAT OF GUERRERO SUBDIVISION
FILE NO. SUB#150103

GENERAL INFORMATION:

APPLICANT: Sam Engineering & Surveying Inc., representing Juan R. Guerrero and Graciela Guerrero, are requesting preliminary plat approval of the proposed Master Plat of Guerrero Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 2.00 acre tract of land out of Lot 176, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 100 Block of North Palm Drive.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Single-Family Residential District (R-1) to the North, General Business District (C) to the East and South and Heavy-Commercial District (H-C) to the West. The property is designated for manufactured homes use in the Land Use Plan.

PROPERTY PROPOSED USE: Small retail business.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends preliminary plat approval of the proposed Master Plat of Guerrero Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

- 1) Show rail road R.O.W.
- 2) Provide a street lighting plan.
- 3) Driveway approaches need to comply with city standards.
- 4) Need housekeeping on lot.
- 5) As per Rene Saenz, AT&T is working on new pole which is within the new proposed R.O.W. need to relocate to the new R.O.W. line.
- 6) Mobile homes on new R.O.W. to be moved prior of completing subdivision process.
- 7) Add a 5' utility easement behind the new R.O.W.

EASEMENTS:

- 1) Verify if any existing utility easements front Lots 1 & 2, if any please relocate them to the new R.O.W. line.

**SIDEWALK:
ADA:**

- 1) No Comment.

FIRE PROTECTION:

- 1) See attach comments.

WATER:

- 1) Extend services to the new R.O.W. line.
- 2) Property shall have a domestic and irrigation meter per lot.
- 3) If building suites, each one shall have a water meter. (no sharing)

SEWER:

- 1) 6" sewer service per lot.
- 2) Verify the sewer line going south.
- 3) Provide the flows and tops for sewer manholes.

DRAINAGE:

- 1) Drainage report to be revised to show the two lots.

OTHER:

- 1) Verify the call outs "west line of Lot 176" not on the right place.
- 2) Show center of N. Palm Dr., label the center line of street.
- 3) Plat note # 9, to be per lot basis.
- 4) Grace Community Church Subdivision plat, verify the south west corner of this plat it shows an easements and it shows property corner into proposed Guerrero Subdivision Lot 1.

- 5) Layout not to scale the dimensions around the property do not match, verify.
- 6) Show tracts on plat layout with warranty deed numbers.
- 7) Verify the description and metes & bounds you have K-P 176 & 111.
- 8) Verify on metes and bounds the calling of the west line of lot 176, paragraph #3.
- 9) Verify the ½" iron rod found on the northwest corner of lot 1, why is this rod not within the property line?
- 10) Verify the distance on Palmyra Subdivision east side property dimension reads 130'.
- 11) Check warranty deed 1320839, the dimensions do not match with proposed property.

**PLANNING AND
ZONING COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary plat approval of the proposed Master Plat of Guerrero Subdivision.



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



Subdivision: Guerrero Subdivision (Staff Review) *FL*

Reviewed By: Felipe Pedraza, Asst. Fire Marshal Date: April 15, 2014

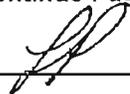
1. All designed waterlines shall be a minimum of eight (8) inch for residential and (8-12) Inch in diameter for commercial and (12) inch of better for industrial areas unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a fire department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab)
3. Fire hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every 600 ft. in residential areas and shall be caution yellow from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 500 ft., but in no case shall hose lengths be greater than 500 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of 503.1 International Fire Code 2012.
4. All premises where building or portions of buildings are located more than 300 ft. from a main street fire hydrant: system shall be provided with approved on site fire hydrant (s) and water mains capable of supplying adequate fire flow approved by the Fire Officials.
5. Street names shall be provided prior to or during the per-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. Alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. \$25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet)* with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch –Rapid Entry System made by the Knox Company (Phone Number 800-552-5669 Fax 949-623-4647) or an approved fire department siren system before subdivision's final approval of 503.5 in International Fire Code 2012: Where security gates are installed, with a minimum of 20 ft. (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. Designed fire lanes or roads deemed necessary for fire department access by the fire official shall be established and maintained in an operable condition. 503.1 In International Fire Code 2012: All weather surfaces must be in place before any final inspection is approved.
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

All access roads for apparatuses must be constructed with an imperious surface, capable of supporting the imposed load of fire apparatus weighting at least 75,000 pounds.

Need to provide additional fire protection to the end of the property, required waterline must be properly looped into approved water main.

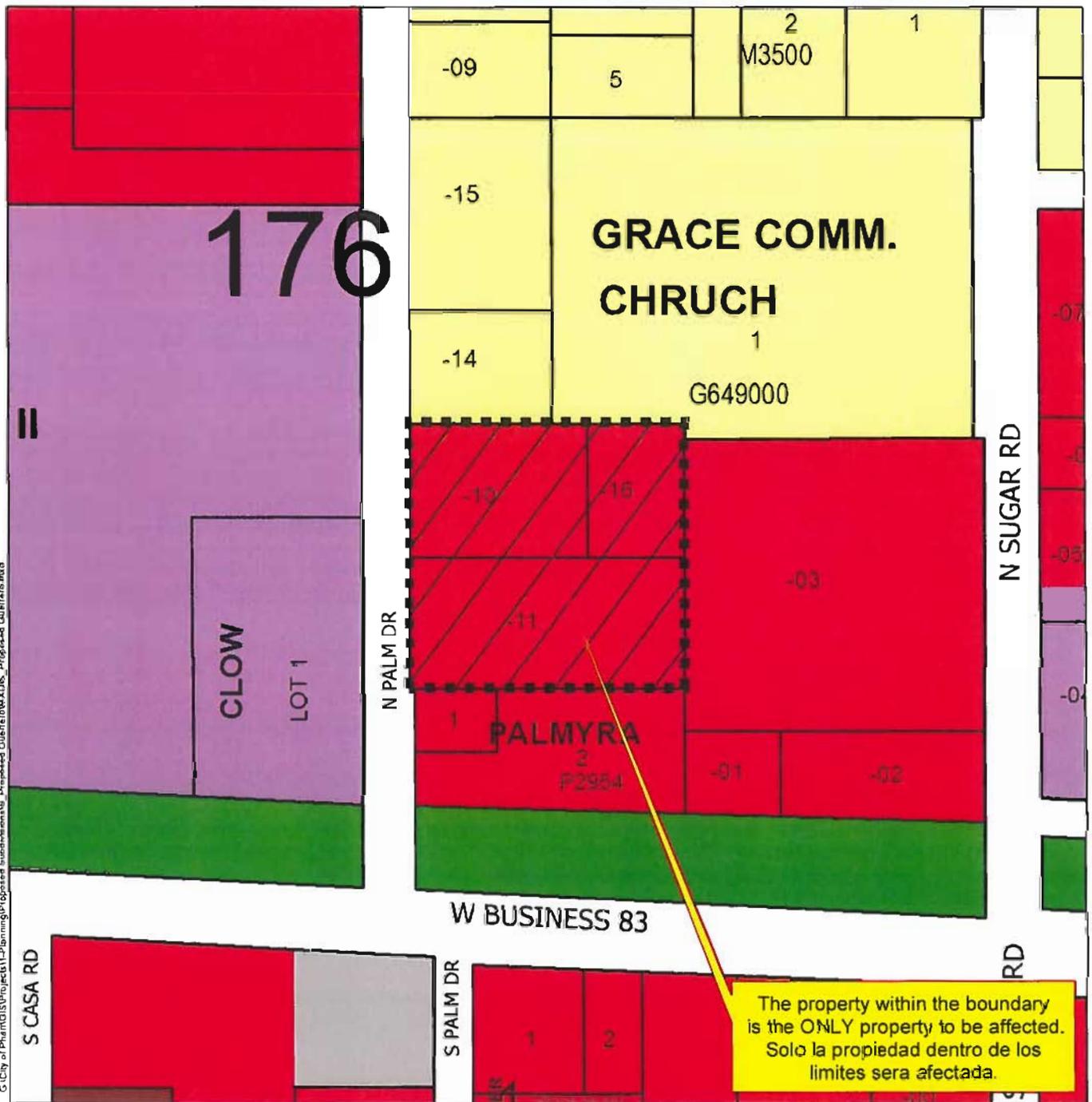
Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 ft. exclusive of shoulder. – Access road without a fire hydrant shall have an unobstructed width of not less than 20 ft., exclusive of shoulders.

Subdivision: Guerrero Subdivision (Staff Review) 

Reviewed By: Felipe Pedraza, Asst. Fire Marshal Date: April 15, 2014

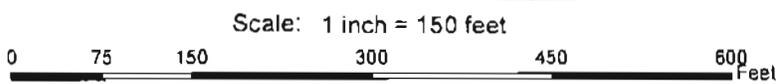
Need to provide a 15 foot utility easement around the proposed property exclusive to the City of Pharr.

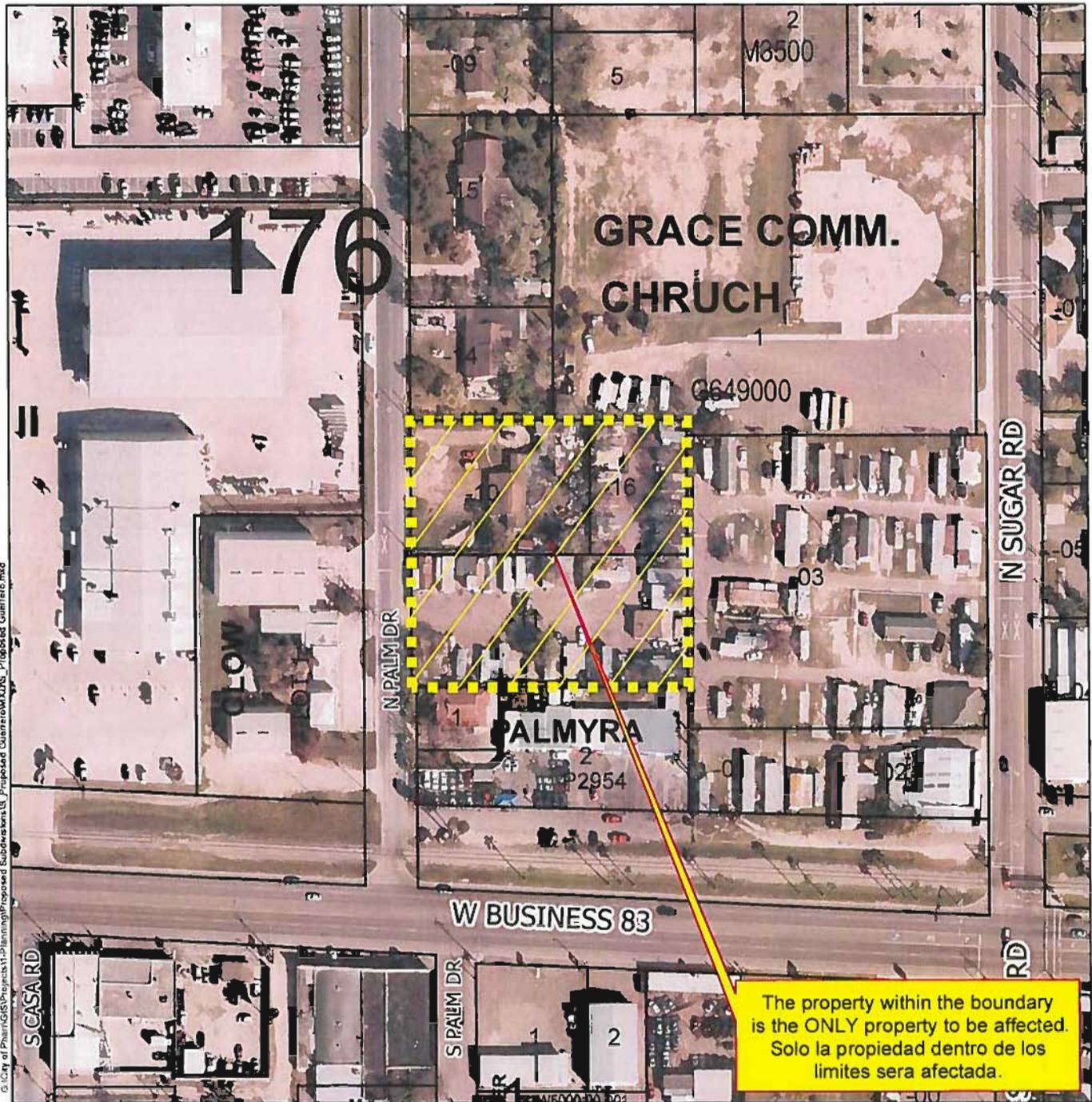
Need to provide a site plan for future development in order to provide the proper fire protection.



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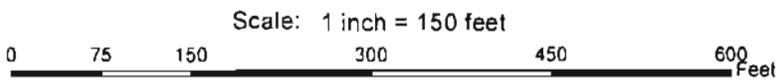
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| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single Family | Mobile Home | General Business | Limited Industrial | Valley View ISD |
| Single Family Small Lot | Townhouse | Business District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

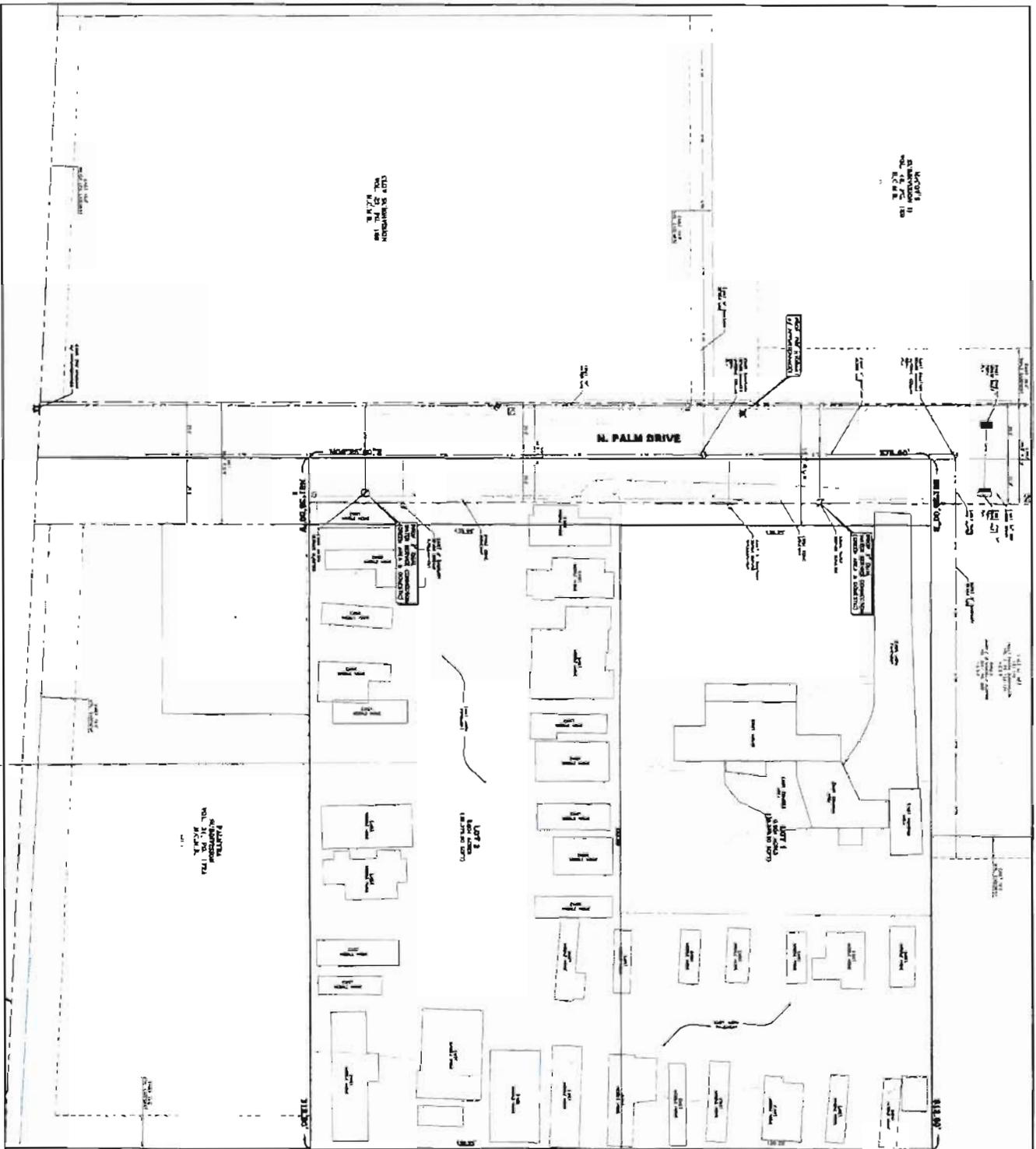




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Agricultural Open Space	High Density Multi-Family	Government Owned	Heavy Industrial	Hidalgo ISD
Single Family	Mobile Home	General Business	Limited Industrial	Valley View ISD
Single Family Small Lot	Townhouse	Business District	Neighborhood Commercial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





LEGEND

- 1.00' Utility Right-of-Way
- 2.00' Utility Right-of-Way
- 3.00' Utility Right-of-Way
- 4.00' Utility Right-of-Way
- 5.00' Utility Right-of-Way
- 6.00' Utility Right-of-Way
- 7.00' Utility Right-of-Way
- 8.00' Utility Right-of-Way
- 9.00' Utility Right-of-Way
- 10.00' Utility Right-of-Way
- 11.00' Utility Right-of-Way
- 12.00' Utility Right-of-Way
- 13.00' Utility Right-of-Way
- 14.00' Utility Right-of-Way
- 15.00' Utility Right-of-Way
- 16.00' Utility Right-of-Way
- 17.00' Utility Right-of-Way
- 18.00' Utility Right-of-Way
- 19.00' Utility Right-of-Way
- 20.00' Utility Right-of-Way

NOTES

1. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE PHARR UTILITY LAYOUT SPECIFICATIONS.
2. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE PHARR UTILITY LAYOUT SPECIFICATIONS.
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19. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE PHARR UTILITY LAYOUT SPECIFICATIONS.
20. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE PHARR UTILITY LAYOUT SPECIFICATIONS.

PHARR UTILITY LAYOUT

02

NO.	DATE	REVISION
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GUERRERO SUBDIVISION

PHARR, TEXAS

SAMES

SAM Engineering & Surveying, Inc.

200 S. CAGE BLVD. PHARR, TEXAS 78577 TEL: (356) 702-6800 FAX: (356) 702-6883



MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 03, 2015
RE: BRACAMONTES-JAIME SUBDIVISION
FILE NO. SUB#130821

GENERAL INFORMATION:

APPLICANT: Sam Engineering & Surveying Inc., representing Mario A. Bracamontes and Alicia E. Jaime, are requesting final plat approval of the proposed Bracamontes-Jaime Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.00 acre tract of land out of Lot 245, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 300 Block of West Rancho Blanco Road.

ZONING: The property is currently zoned Agricultural and/or Open-Space District (A-O). The adjacent zones are Single-Family Residential District (R-1) to the North, East and West and Agricultural and/or Open-Space District (A-O) to the South. The property is designated for residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Residential home.

VARIANCES: Not to install one fire hydrant.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Bracamontes-Jaime Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1) No Comments.

EASEMENTS: 1) No Comments.

**SIDEWALK:
ADA:** 1) No Comments.

FIRE PROTECTION: 1) No Comments.

WATER: 1) No Comments.

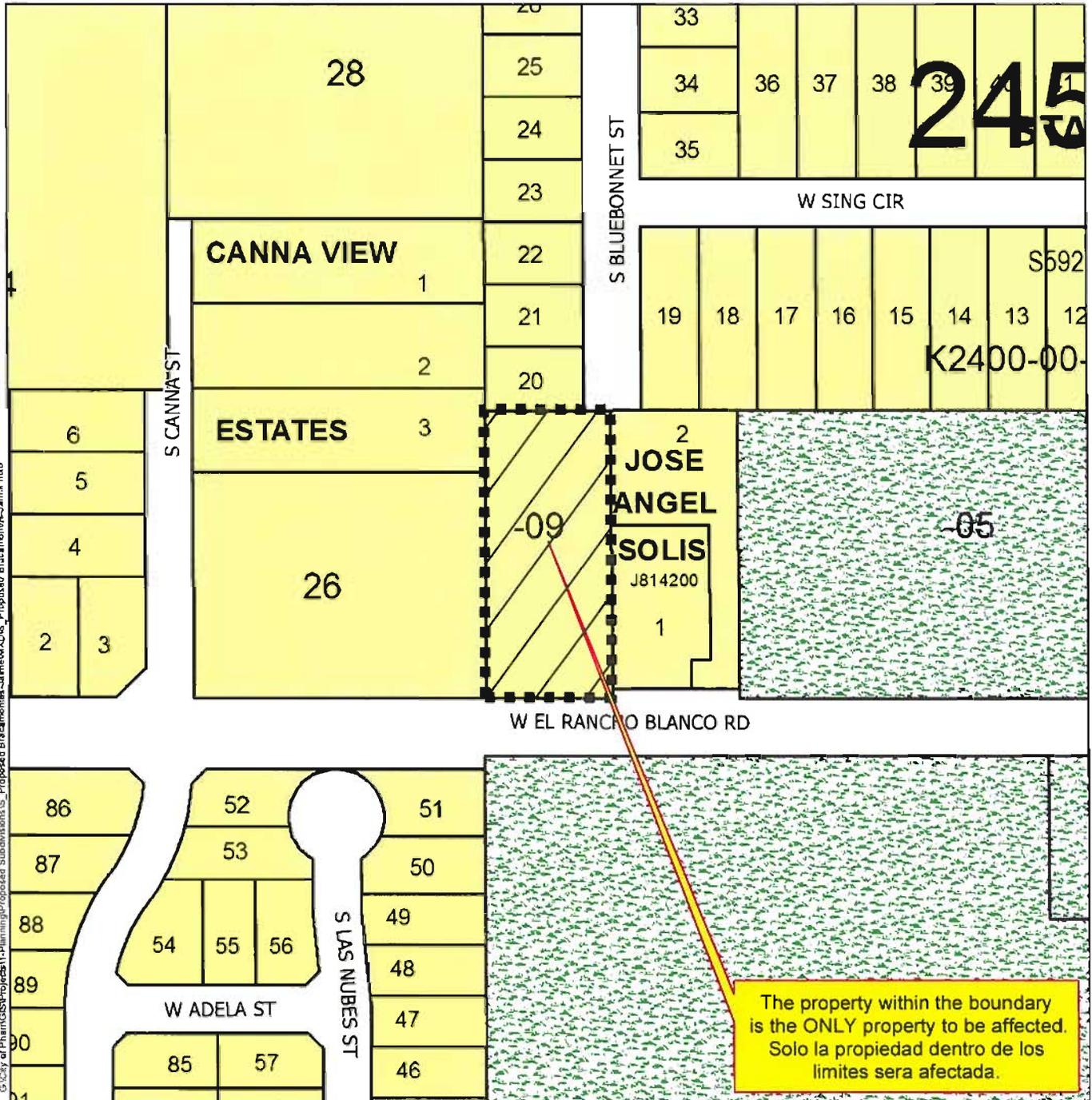
SEWER: 1) No Comments.

DRAINAGE: 1) No Comments.

OTHER: 1) No Comments.

**PLANNING AND
ZONING COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Bracamontes-Jaime Subdivision.

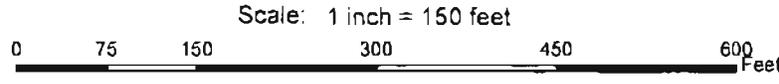
Proposed Subdivision
 Bracamontes-Jaime
 Kelly Pharr 1.00ac tract out of Lot 245
 SAMES, Inc

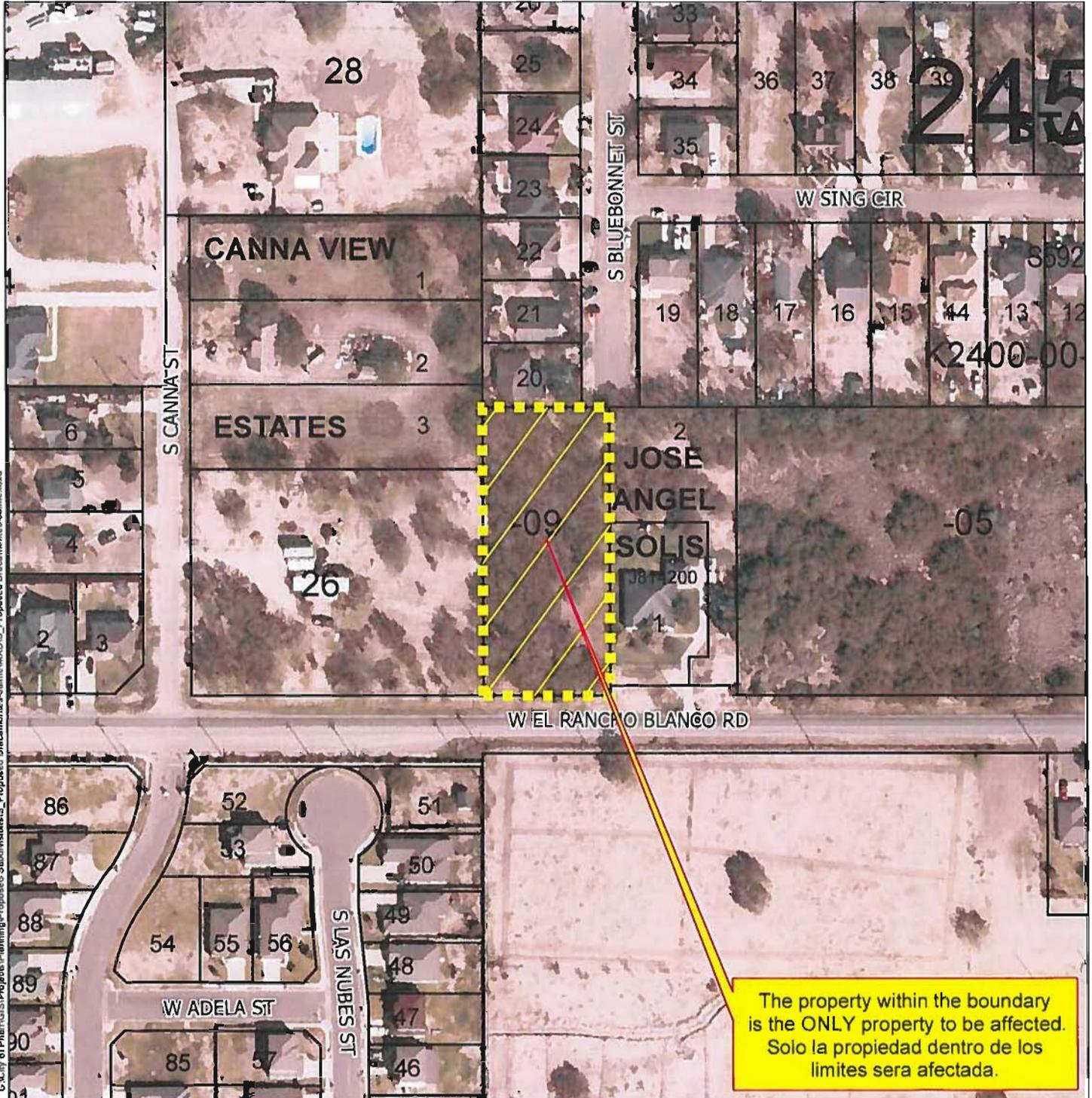


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|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single 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 | |

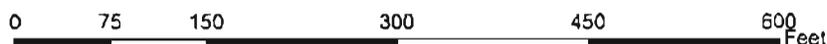
City of Pharr, Texas
 Engineering Department
 956.702.5355





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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 | |





MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 03, 2015
RE: SUNSET TERRACE SENIOR VILLAGE SUBDIVISION
FILE NO. SUB#140920

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc. representing Fernando Lopez, Executive Director for Pharr Housing Authority, is requesting final plat approval of the proposed Sunset Terrace Senior Village Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a Re-subdivision of 3.254 acres being all of Lot 2, Sunset Terrace Apartments Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 700 Block of West Egly Avenue.

ZONING: The property is currently zoned High Density Multi-Family District (R-4). The adjacent zones are Agricultural and/or Open-Space District (A-O) to the North, Single-Family Small Lot Residential District (R-1A) to the East and South and High Density Multi-Family District (R-4) to the West. The property is designated for residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Housing Authority.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Sunset Terrace Senior Village Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

- 1) Street lighting at building permit.
- 2) Street cuts to be per City of Pharr standards.

EASEMENTS:

- 1) Need to provide the offsite utility easement to read "Exclusive to City of Pharr".
- 2) Proposed 10' to be worded "Exclusive to City of Pharr".

**SIDEWALK:
ADA:**

- 1) Sidewalks shall be clear of obstructions, sidewalks to go around power poles and shall be 5'.

FIRE PROTECTION:

- 1) No comments.

WATER:

- 1) Need new fire hydrant, old hydrant to be returned to City of Pharr Public Utilities Department.
- 2) Cap Fire hydrant stub out.
- 3) Flag & Egly tie in with 8" tapping tee & valve cap old 8" AC pipe going north.

SEWER:

- 1) No comments.

DRAINAGE:

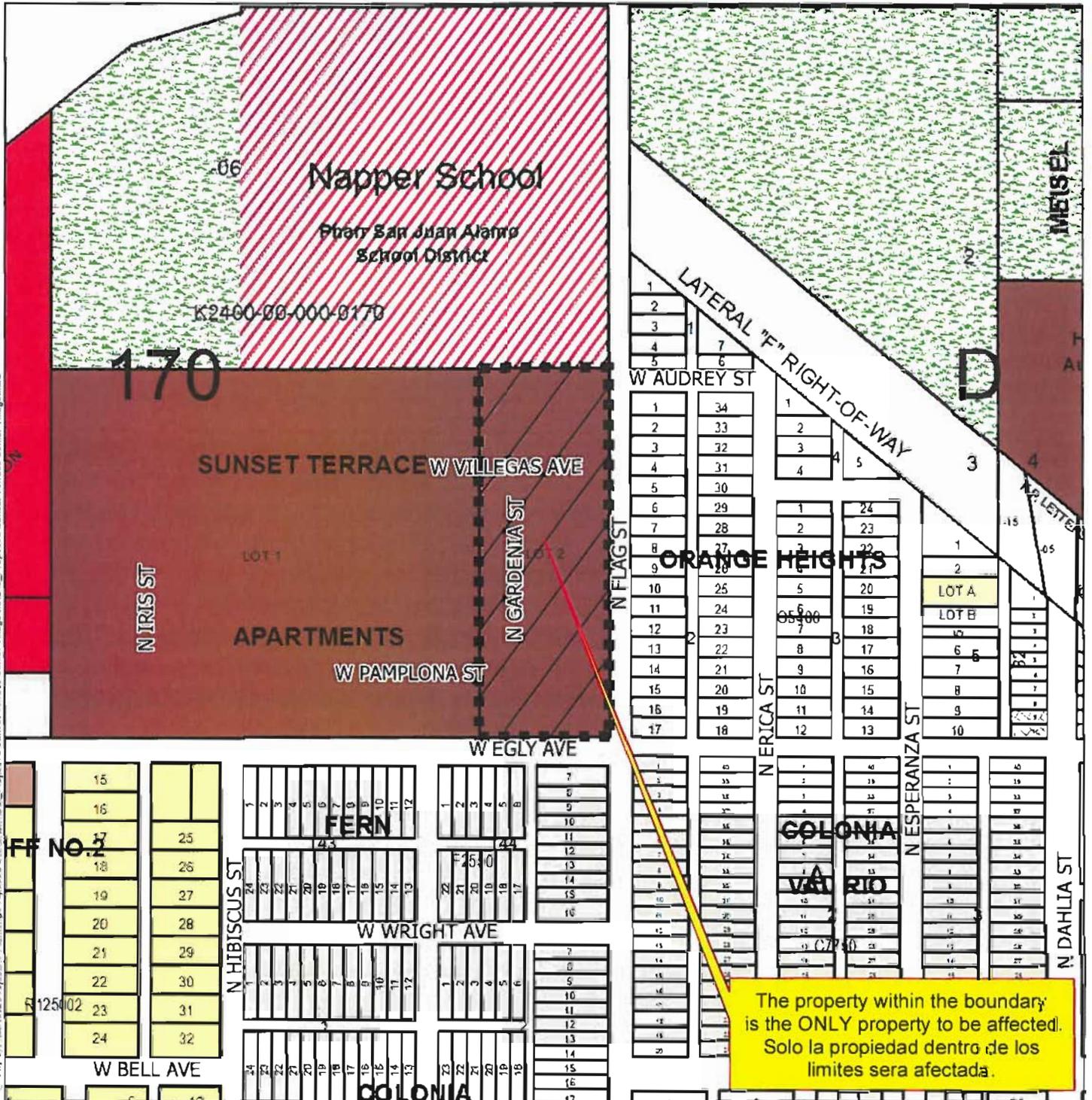
- 1) Add plat note: Pond maintenance as per inter-local agreement.
- 2) Onsite/offsite drainage outfall details needed.
- 3) Need SWPPP.

OTHER:

- 1) Need to show existing subdivision to the west.

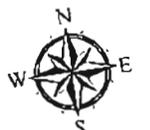
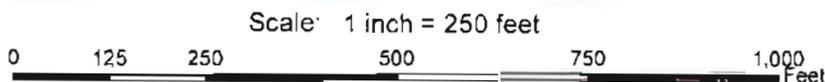
**PLANNING AND
ZONING COMMISSION:**

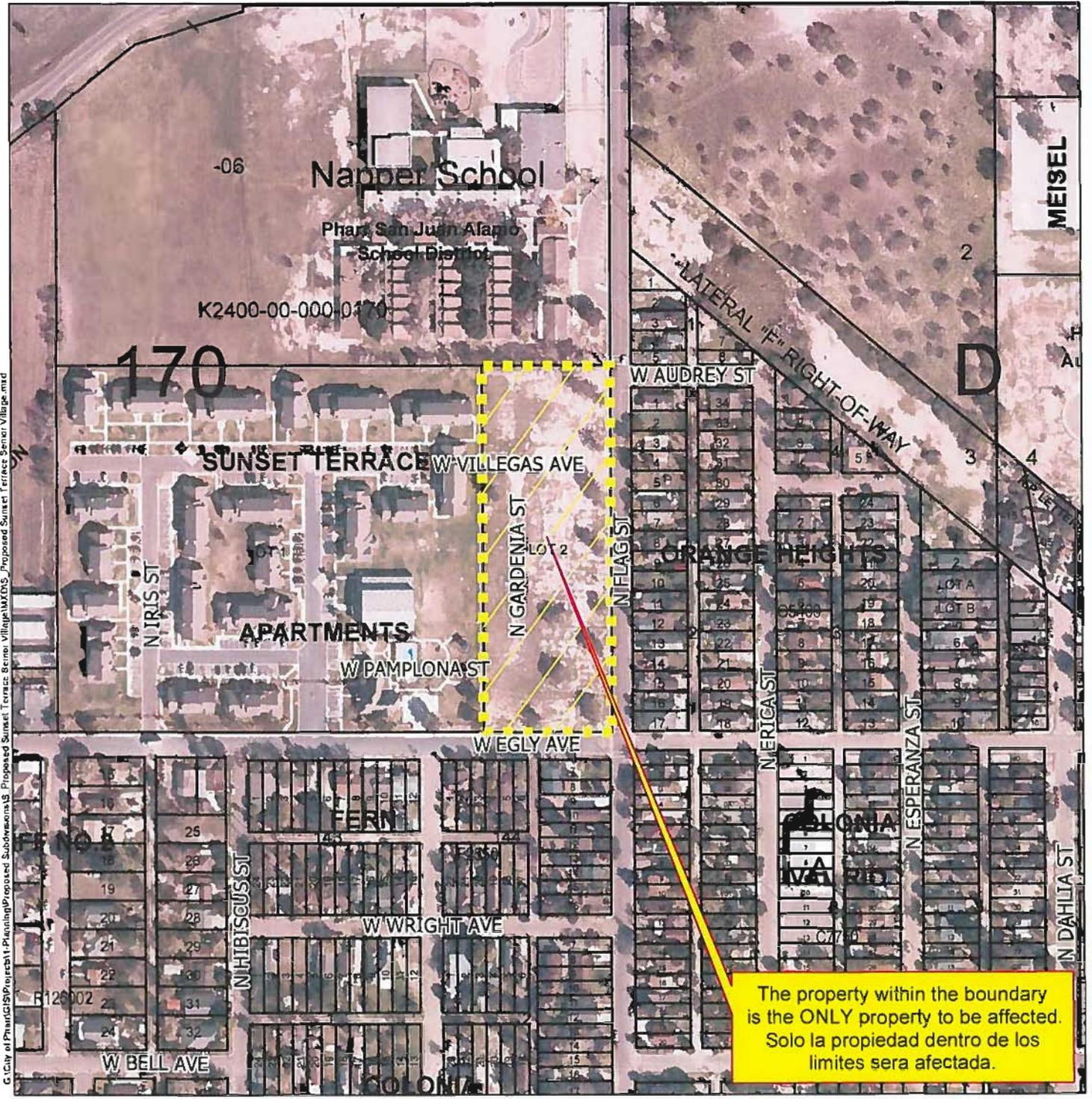
The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Sunset Terrace Senior Village Subdivision.



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

- | | | | | |
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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 | |



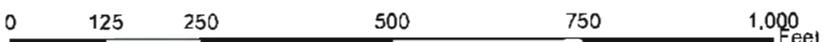


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| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single Family | Mobile Home | General Business | Limited Industrial | Valley View ISD |
| Single Family Small Lot | Townhouse | Business District | Neighborhood Commercial | Planned Unit Development |
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City of Pharr, Texas
 Engineering Department
 956.702.5355

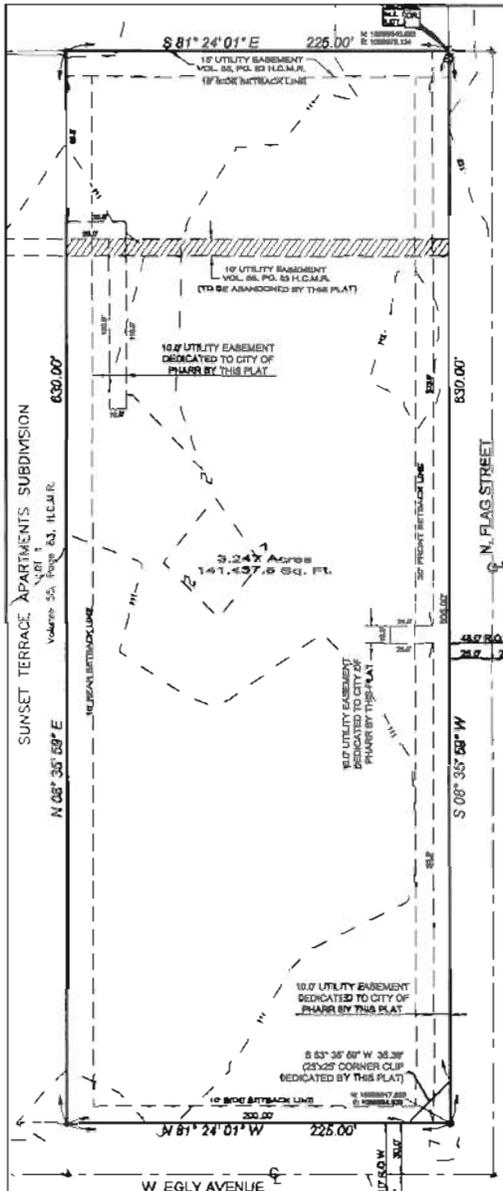
Scale: 1 inch = 250 feet



Date: 10/8/2014

Map of SUNSET TERRACE SENIOR VILLAGE

BEING A RESUBDIVISION OF 3.254 ACRES,
BEING ALL OF LOT 2,
SUNSET TERRACE APARTMENTS,
VOLUME 55, PAGE 83 H.C.M.R.
CITY OF PHARR, HIDALGO COUNTY, TEXAS



- GENERAL NOTES**
- FLOOD ZONE DESIGNATION ZONE "B" DEPICTED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD ON CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTH LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY PANEL NUMBER 88047 0000 C MAP REVISED OCTOBER 19 1980
 - MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 1' ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT OR ELEVATION 111.36 WHICHEVER IS HIGHER
 - MINIMUM BUILDING SETBACK LINES ARE AS PER CITY ORDINANCE
 - CITY OF PHARR BENCH MARK MONUMENT #2 LOCATED AT INTERSECTION OF NORTH PALM ROAD AND BUSINESS 12 100' WEST OF NORTH PALM ROAD AND 13' NORTH OF BUSINESS 12 MONUMENT NORTHING 11587281.791 EASTING 1063311.965 ELEV 4112.36
 - NO BUILDING ALLOWED OVER ANY EASEMENT
 - THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 112,010 SQUARE FEET AND A VOLUME OF APPROXIMATELY 9,301 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS
 - NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS DEVELOPMENT
 - ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS AND THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES)
 - LANDSCAPING AS PER CITY OF PHARR ORDINANCE
 - ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED
 - IF DETENTION POND IS 1 FEET OR DEEPER, IT WILL NEED A PERIMETER FENCE
 - 5 FOOT WIDE SIDEWALKS NEEDED ALONG WALKWAYS AND IN FLAG ST WHICH WILL HAVE A COMPLAINT WHEELCHAIR RAMP AND LANDINGS
 - ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 3.254 ACRES SITUATED IN HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 2, SUNSET TERRACE APARTMENTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55, PAGE 83, HIDALGO COUNTY MAP RECORDS, SAID 3.254 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINSING AT THE NORTHEAST CORNER OF SAID LOT 2,
- THENCE S 02° 30' 50" W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 600.00 FEET TO THE SOUTHWEST CORNER OF THIS TRACT,
 - THENCE N 81° 24' 01" W ALONG THE SOUTH LINE OF SAID LOT 2 AND NORTH RIGHT-OF-WAY LINE OF EGLY STREET A DISTANCE OF 225.00 FEET TO THE SOUTHWEST CORNER OF THIS TRACT,
 - THENCE N 06° 30' 50" E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER OF THIS TRACT,
 - THENCE S 81° 24' 01" E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.254 ACRES OF LAND, MORE OR LESS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "SUNSET TERRACE SENIOR VILLAGE" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC AS STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

J FERNANDO LOPEZ
EXECUTIVE DIRECTOR
PHARR HOUSING AUTHORITY
104 WEST POLK
PHARR, TX 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J FERNANDO LOPEZ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF ____ 20__.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLERVELLA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

DATES THIS THE ____ DAY OF ____ 20__

KELLEY A. HELLERVELLA
PROFESSIONAL ENGINEER NO 97421
STATE OF TEXAS
DATE PREPARED: 09-29-14
ENGINEERING JOB # 14101.00



STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREIN, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, COVERUPS OR IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PHARR, TEXAS

DATED THIS THE ____ DAY OF ____ 20__

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR NO 4750
STATE OF TEXAS



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

APPROVED THIS THE ____ DAY OF ____ 20__

CHAIRMAN, PLANNING COMMISSION

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

LEOPOLDO "POLO" PALACIOS, JR
MAYOR CITY OF PHARR

CITY CLERK

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 3 ON THIS THE ____ DAY OF ____ 20__

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

PRESIDENT _____ ATTEST _____ SECRETARY _____

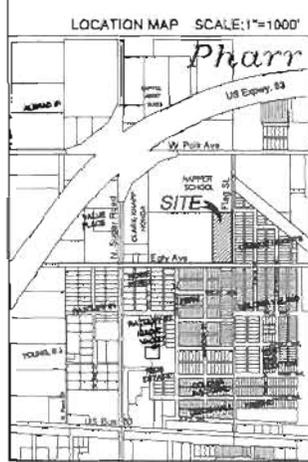


FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR
HIDALGO COUNTY CLERK

ON _____ AT _____ A.M./P.M.
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
By _____ DEPUTY

Volume 10, Page 48, H.C.M.R.
PHARR SUBDIVISION

DRAWN BY: R.H. DATE: 02-06-2011
SURVEYED, CHECKED: DATE:
FINAL CHECK: DATE:



HIDALGO COUNTY DRAINAGE DISTRICT NO. 2 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §42.211 (6). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

By _____

TYPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS - ENGINEERS - SURVEYORS
118 W. Main Street • 227 N. FM 3187
Dumas, TX 76841 • 86 BRICK DR. W 7886
PH (806) 381-0881 PH (806) 487-8258
FAX (806) 381-1838 FAX (806) 488-2091
ESTABLISHED 1947 www.meldenandhunt.com

C:\Users\jgarcia\Documents\Projects\Pharr\Map\Sunset Terrace Senior Village.dwg (User: jgarcia) 10/7/2014 9:37:24 AM, Page 2

14101.01

FIELDON & HART INC.

1118 W. BENTLEY BLVD. SUITE 100
DALLAS, TEXAS 75201
TEL: 972.343.1111
WWW.FIELDONANDHART.COM

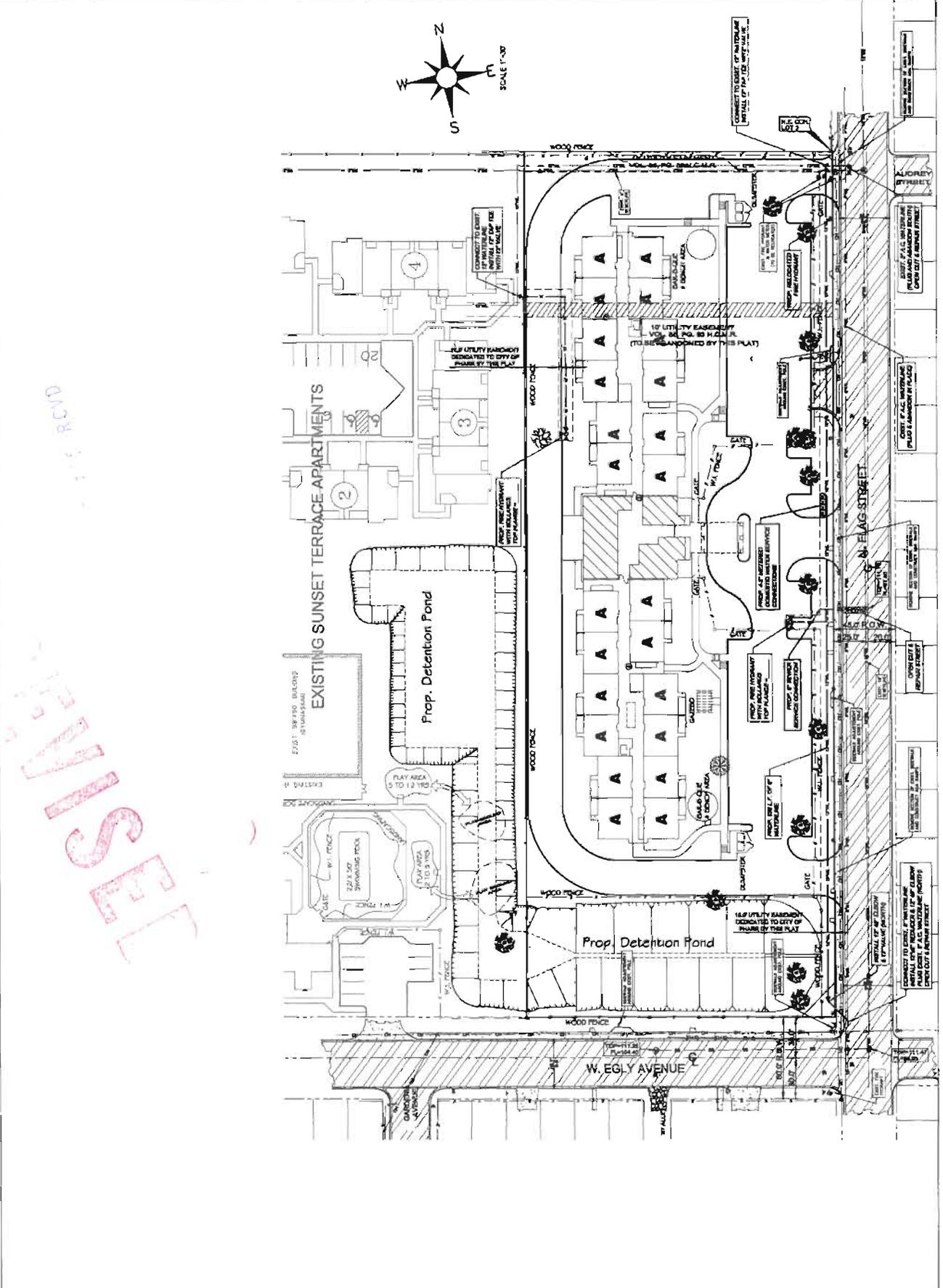
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PROJECT NAME: _____
CLIENT: _____
LOCATION: _____
DATE: _____

SUNSET TERRACE
SENIOR VILLAGE
PHARR, TEXAS

PUBLIC IMPROVEMENTS

SHEET 2 OF 2



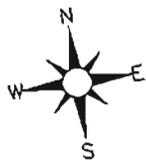
RESERVED

Sunset Terrace Senior Village

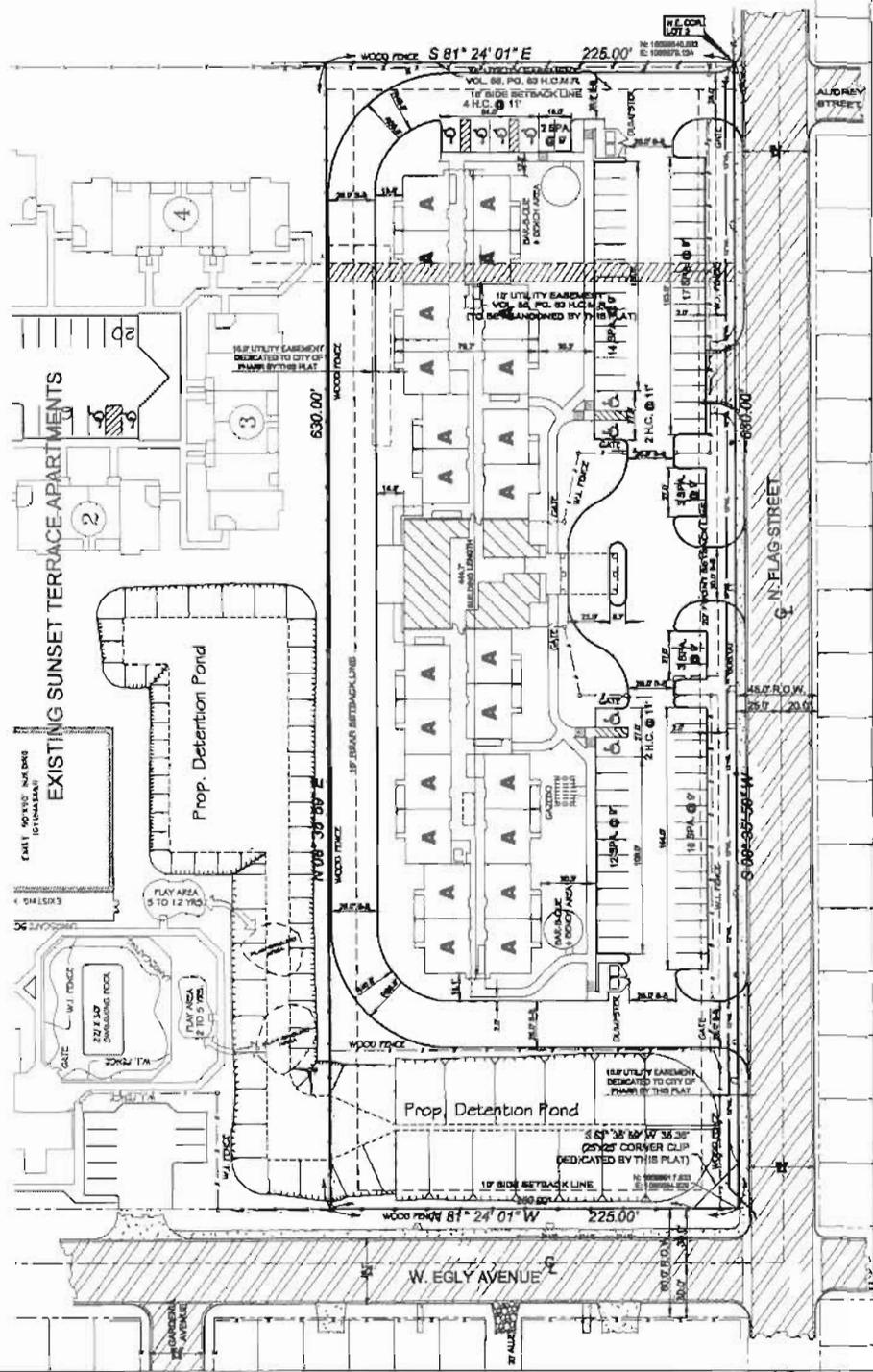
PHASE, TEXAS	NO.	TOTAL NET AREA	GROSS AREA	TOTAL GROSS AREA
TYPE (S. 05.02.03)	00	60,000 S.F.	680 S.F.	67,140 S.F.
COMUNITY * LEASING	3,155 S.F.			
GROSS SQUARE FOOTAGE DOES NOT INCLUDE CENTRAL CORRIDORS.				

DETENTION REQUIRED = 17,016 C.F.
 LANDSCAPE PROVIDED = 53,504 S.F. (30%)
 DETENTION PROVIDED = 142,544 C.F.

67 PARKING SPACES
 9 HANDICAP SPACES
 75 TOTAL SPACES



SCALE: 1"=30'



GENERAL CONSTRUCTION NOTES:

1. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED FOUNDATION.
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MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 03, 2015
RE: HACIENDA LA ESPERANZA SUBDIVISION
FILE NO. SUB#140819

GENERAL INFORMATION:

APPLICANT: Quintanilla, Headley and Associates, Inc. representing Hector Guerra Jr., Member, Tanzania Investments LLC, is requesting final plat approval of the proposed Hacienda La Esperanza Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 9.855 acre tract of land out of the South one-half (1/2) of Lot seven (7), Block eight (8), A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1200 Block of West Moore Road.

ZONING: The property is currently zoned Single-Family Residential District (R-1). The adjacent zones are Agricultural and/or Open-Space District (A-O) to the North and South, Single-Family Residential District (R-1) to the East and Residential Townhouse District (R-TH) to the West. The property is designated for residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Single-Family Residential.

VARIANCES: None Requested.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Hacienda La Esperanza Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

- 1) Draw a line along W. Moore Rd. to determine the public & private R.O.W. on plat layout.
- 2) No open cuts on W. Moore Rd. will be allowed.
- 3) All interior streets to be forever private as no street testing was conducted as per owners request.

EASEMENTS:

- 1) On Lot 25, easement shall be 20' Exclusive to City of Pharr.
- 2) Provide easements for water & sewer lines within the property shall be 10' Exclusive to City of Pharr.
- 3) On lots 20, 21, 30 and 31 verify for an electrical easement, showing power poles.

**SIDEWALK:
ADA:**

- 1) No Comments.

FIRE PROTECTION:

- 1) No Comments.

WATER:

- 1) No Comments.

SEWER:

- 1) No Comments.

DRAINAGE:

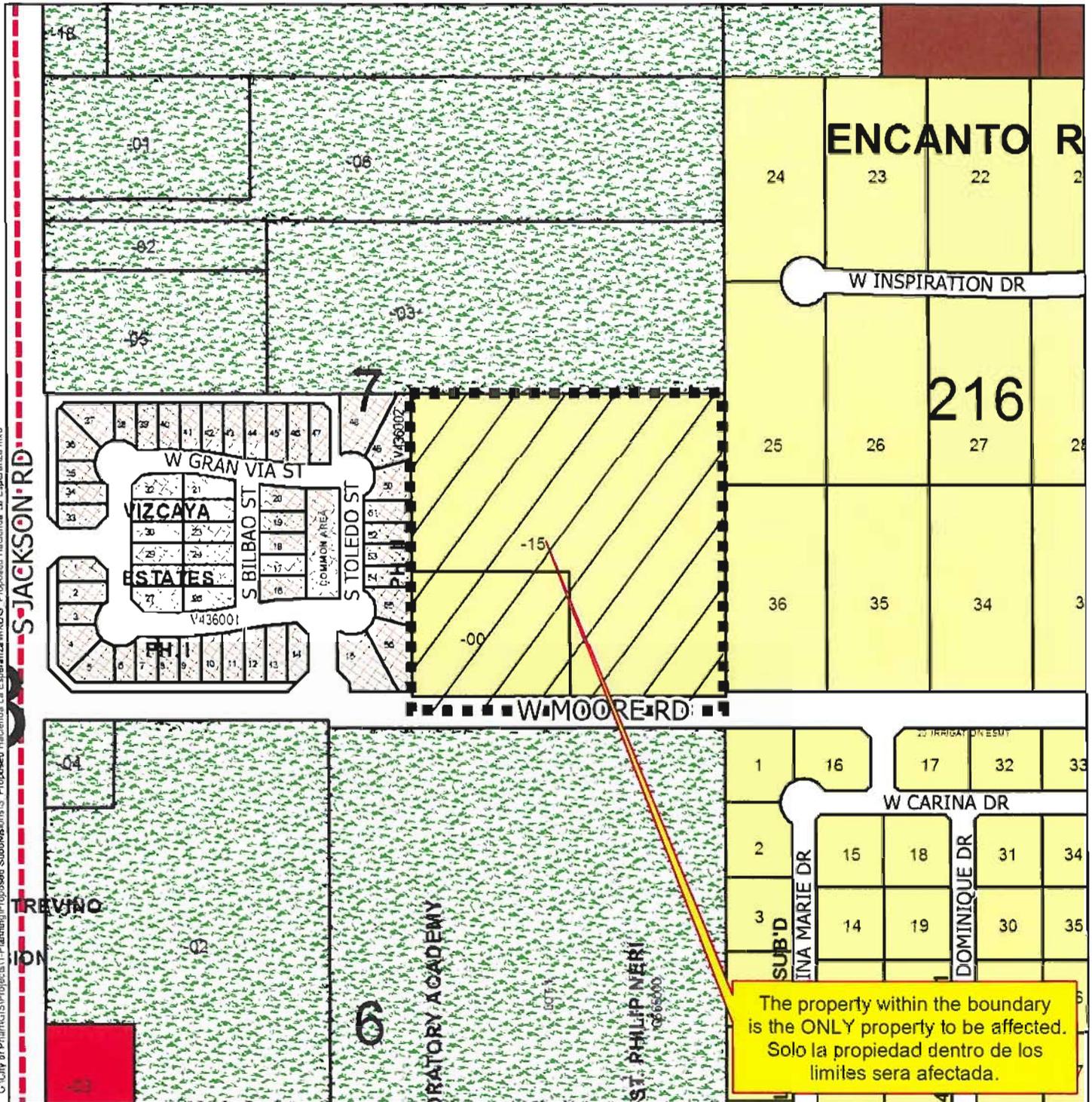
- 1) Sheet 1 of 2 drainage easement needs to match plat layout.
- 2) All drainage easements to be private.

OTHER:

- 1) Need to correct vol. & pg. number for Los Laureles Subdivision.
- 2) Plat note #6, delete the first sentence.
- 3) Need to correct spelling for street "SEVILLA".

**PLANNING AND
ZONING COMMISSION:**

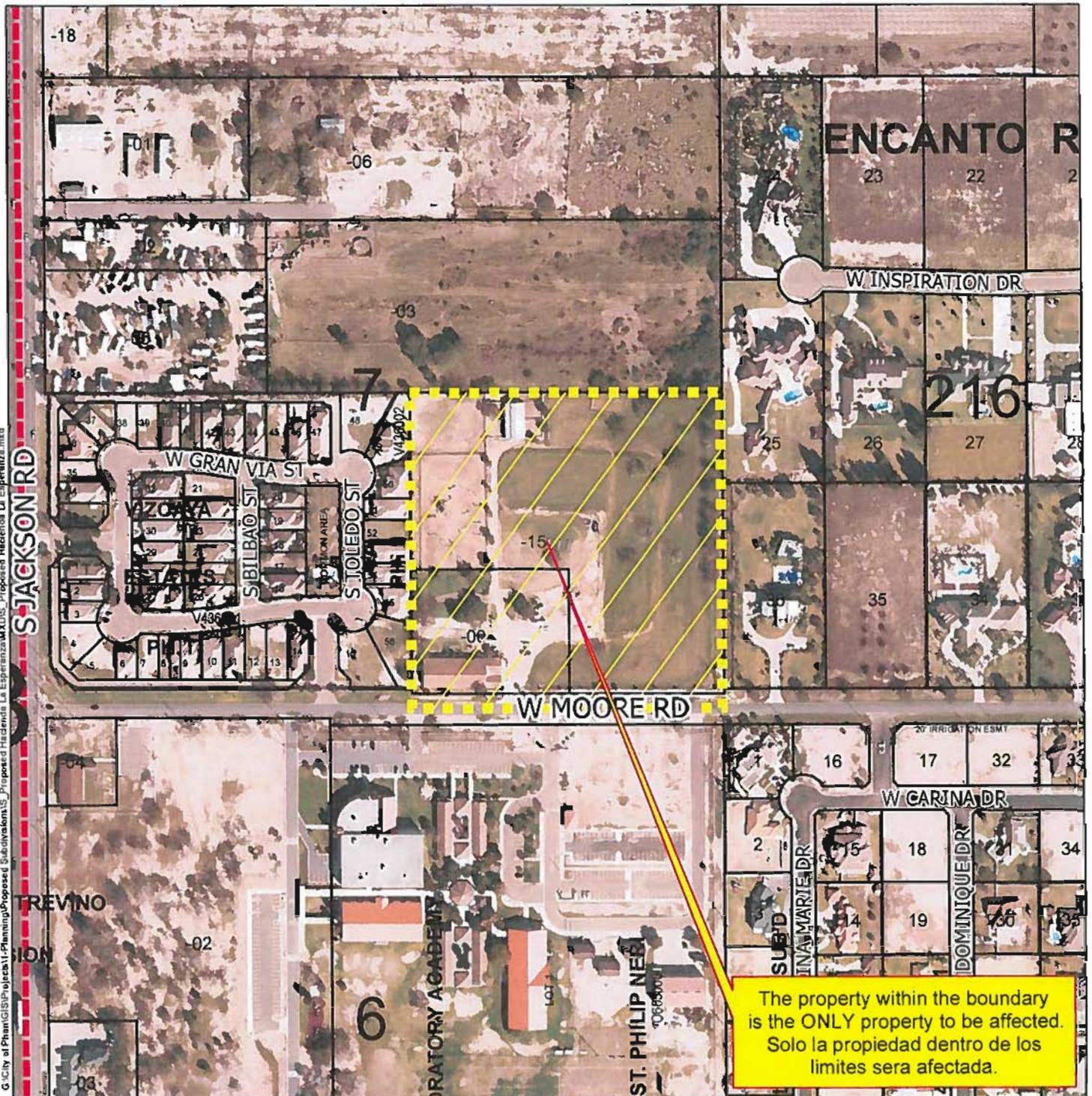
The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Hacienda La Esperanza Subdivision.



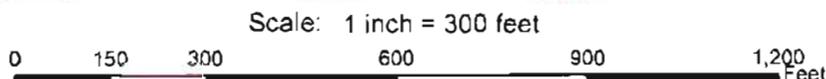
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|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single 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 | |





- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 | |





MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 03, 2015
RE: RETURETA SUBDIVISION
FILE NO. SUB#140715

GENERAL INFORMATION:

APPLICANT: NAIN Engineering, L.L.C., representing Marco Antonio Retureta Salas and Elba Bonilla Toral, are requesting final plat approval of the proposed Retureta Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.00 acre tract of land being the South 104 feet of the West 418 feet of Lot 349, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 8600 Block of South Cage Boulevard.

ZONING: The property is zoned Limited Industrial District (L-I). The adjacent zones are General Business District (C) to the North, Single-Family Residential District (R-1) to the West and East and Heavy Commercial District (H-C) to the South. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Import and export of heavy machinery.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Retureta Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1) No Comments.

EASEMENTS: 1) No Comments.

**SIDEWALK:
ADA:** 1) No Comments.

FIRE PROTECTION: 1) No Comments.

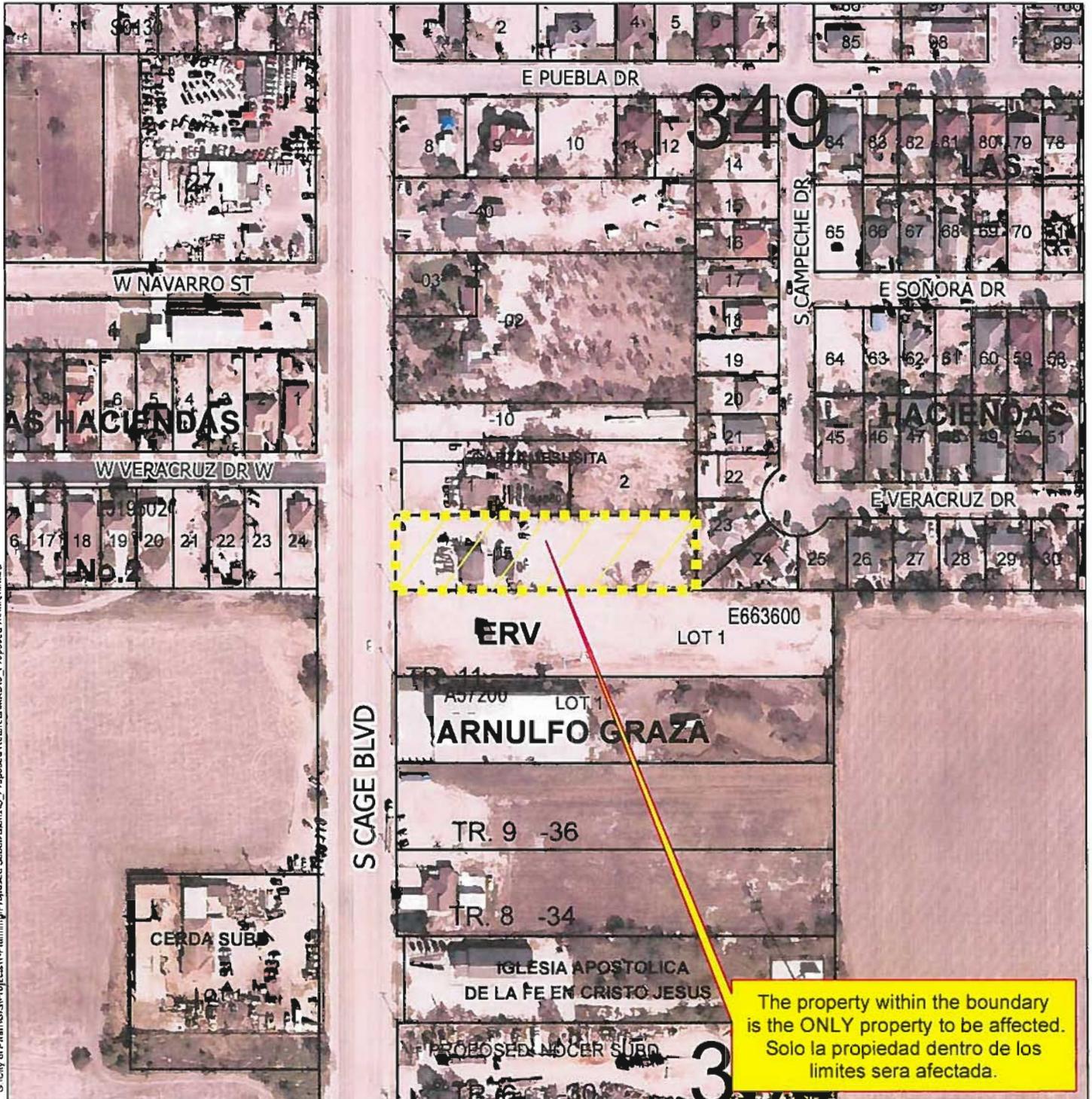
WATER: 1) No Comments.

SEWER: 1) No Comments.

DRAINAGE: 1) No Comments.

OTHER: 1) No Comments.

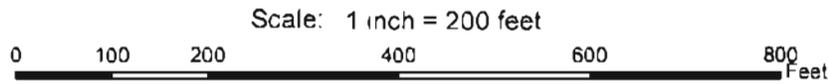
**PLANNING AND
ZONING COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Retureta Subdivision.

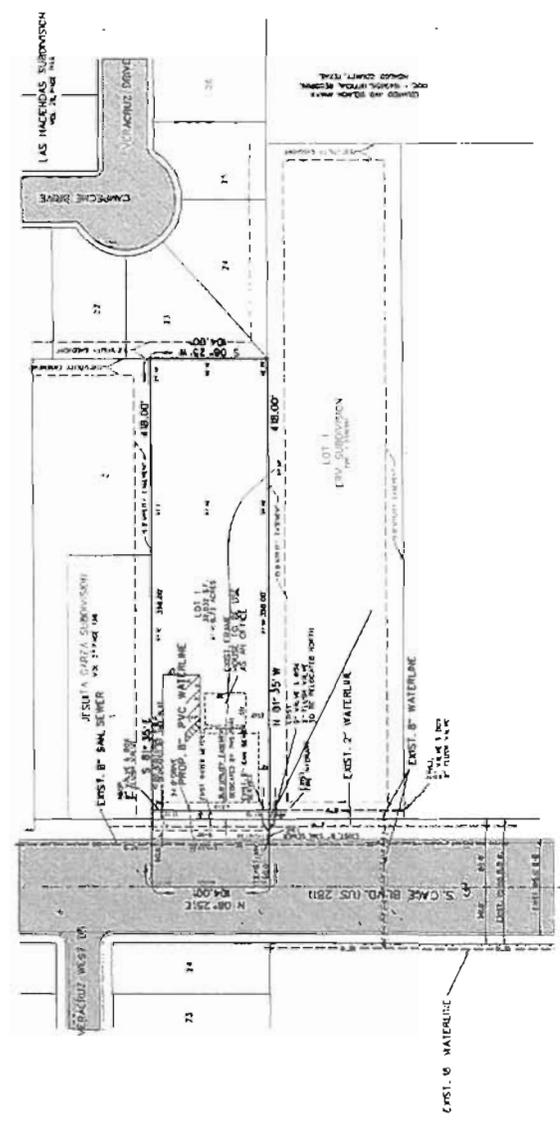


The property within the boundary is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

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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 ID | |





OWNER AND ENGINEER
ACCEPTED AND APPROVED
DATE: 11/14/14

ORDINANCE NO. O-2015-

AN ORDINANCE DESIGNATING AN AREA KNOWN AS THE CITY OF PHARR – TIF REINVESTMENT ZONE NUMBER 2; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; NAMING OF THE ZONE CITY OF PHARR – TIF REINVESTMENT ZONE #1 AND ESTABLISHING A TAX INCREMENT FUND; CUMULATIVE CLAUSE; REPEALER; PROPER NOTICE AND MEETING

WHEREAS, the Board of Commissioners (the “Commission”) of the City of Pharr, Texas (the “City”) desires to support development and redevelopment in the City to be funded in whole or in part, through the creation of a Tax Increment Reinvestment Zone (the “Zone”), as hereinafter more specifically defined and named and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act 9 the “Act”), Texas Tax Code, Chapter 311; and

WHEREAS, the City indicated its intent to create the Zone through Resolution 2015-08 passed by the Commission on February 3, 2015; and

WHEREAS, the Project will support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, which may include but not limited to: Street Construction and Reconstruction, Right of Way Acquisition, Municipal Facilities Acquisition/Construction, Parks, Storm Water Pollution Prevention Drainage & Drainage Detention, Wastewater Treatment Plant Expansion, Waste Water Collection System Improvements, Water Rights Acquisition, Utility Relocation and Open Space Improvements; and

WHEREAS, pursuant to the Act, the City may designate a geographical area within the City; and

WHEREAS, Pursuant to the Act, the City has directed that a Preliminary Reinvestment Zone Financing Plan (the “Preliminary Plan”) be prepared for the proposed Zone; and

WHEREAS, A Public Hearing was held on February 17, 2015 at 5:00 p.m. in the Pharr Commission Chambers, City Hall to consider the creation of a Tax Increment Reinvestment Zone for the Project and its respective benefits to the City and to property in the proposed Zone; and

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

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

SECTION 1. DESIGNATING THE AREA AS A REINVESTMENT ZONE. The area described in Section 2 below and more commonly referred to as the “Pharr Redevelopment Project” and officially assigned the name as designated in Section 5 below (which reinvestment zone so described, named and designated is hereinafter referred to as the “Zone”, is hereby designated as a Tax Increment Reinvestment Zone.

SECTION 2. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibits “A” and “B”, which is incorporated herein by reference for all purposes is a legal description and Hidalgo County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in purple incorporated in the Zone.

SECTION 3. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE.

- (a) There is hereby created a Board of Directors (the “Board”) for the Zone, with all the rights powers and duties as provided by the Act to such Boards or by action of the Commission. Pursuant to Section 311.009(a) of the Texas Tax Code the Board shall consist of not less than five (5) and not more than fifteen (15) members.
- (b) Each taxing unit other than the City that levies taxes on real property in the Zone may appoint one member to the Board. A unit may waive its right to appoint a member. The City shall appoint the remaining directors of which, one shall be nominated by the Commissioners Court of Hidalgo County.
- (c) Appointees shall be for a two (2) year term. Upon expiration of their respective terms of office, replacements to the Board shall be appointed. Vacancies on the Board shall be filled by the respective taxing unit making such appointments for the remainder of the unexpired term.

SECTION 4. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect on or about _____ and continue till its termination date of _____ unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds as authorized or permitted by law.

SECTION 5. ASSIGNING A NAME TO THE ZONE. The Tax Increment Reinvestment Zone created hereby is assigned the name of “REINVESTMENT ZONE NUMBER 2, CITY OF PHARR, TEXAS.”

SECTION 6. TAX INCREMENT BASE. The tax increment base for the Zone is the total assessed value of all real property taxable by the City and located in the Zone, determined as of January 1, 2015, the year in which the Zone was designated as a Reinvestment Zone (the “Tax Increment Base”).

SECTION 7. ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the “CITY OF PHARR – TIF REINVESTMENT ZONE #2, TEXAS TAX INCREMENT FUND” (HEREIN CALLED THE “Tax Increment Fund”). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

SECTION 8. FINDINGS.

- (a) The City hereby finds and declares that (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone meets the requirements of 311.005 of the Act, being that the Zone area:
1. Is predominantly open, and because of obsolete platting, deterioration of structures or site improvements;
 2. Creation of the zone is necessary to further the public health, safety, morals, and welfare as a result of substandard conditions, inadequate streets, unsanitary conditions, and the predominant existence of undeveloped area; and
 3. Other factors that may substantially impair the growth of the city.
- (b) The City of Pharr, pursuant to the Act, further finds and declares that:
1. the proposed zone is a geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
 2. less than fifty percent (50%) of the property in the proposed Zone is used for residential purposes, as the term “residential” is defined in Section 311.006(d) of the Act;
 3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;

4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County, the PSJA ISD, the Hidalgo ISD and the Valley View ISD, and
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 9. DESIGNATION OF A SECTION 311.005(a) ZONE. The Zone is designated pursuant to Section 311.005(a) of the Act.

SECTION 10. SEVERABILITY. If any of the provisions of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstance shall nevertheless be valid, as if such invalid provisions had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE. The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 12:PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 13. EFFECTIVE DATE. The Zone shall take effect immediately upon passage of this Ordinance after having been read on three (3) separate meetings. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON THE FIRST MEETING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

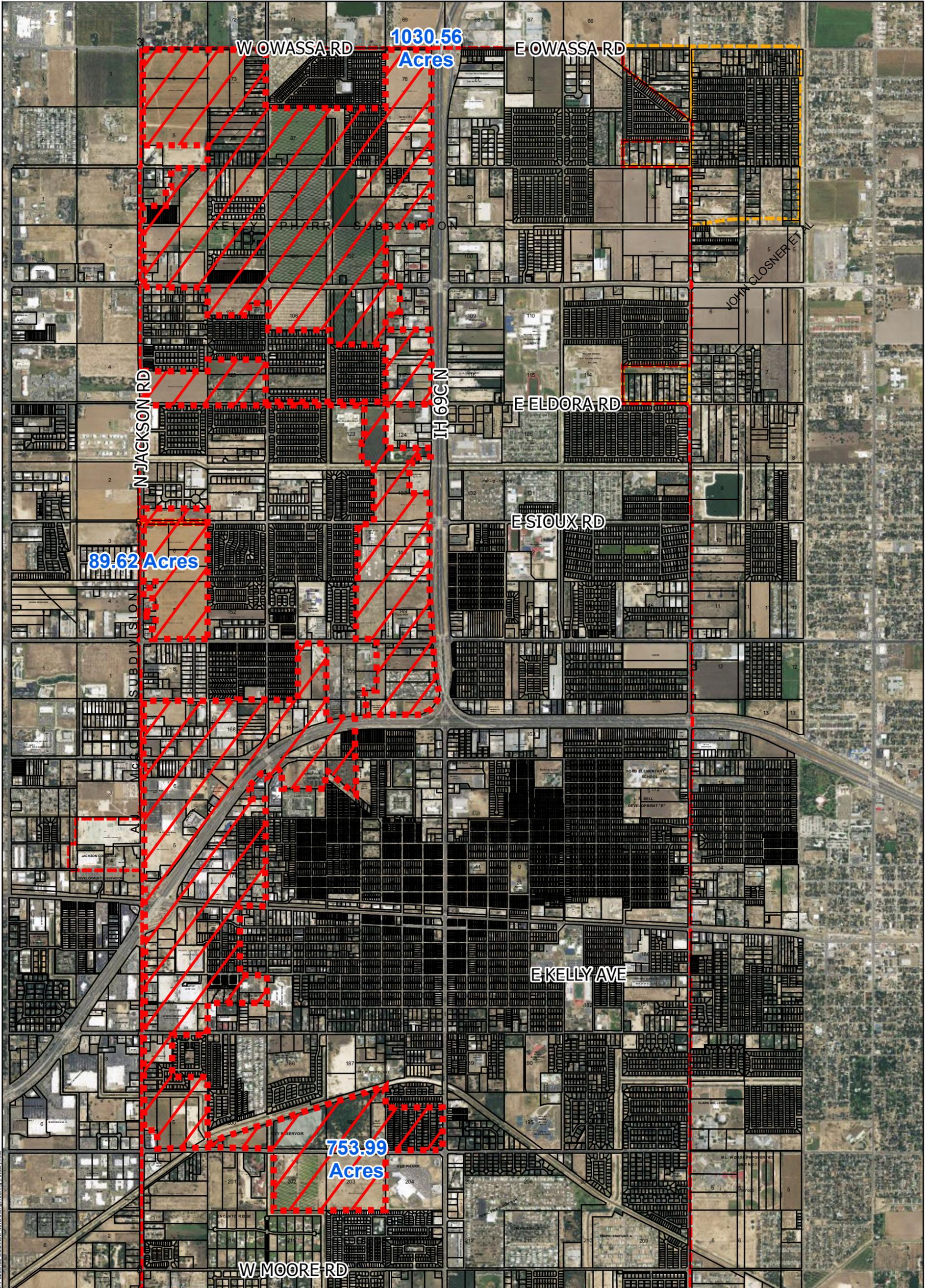
PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



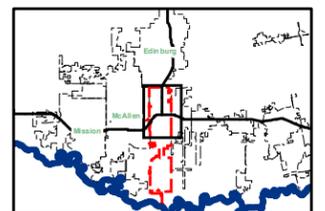
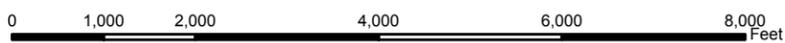
Legend

- Pharr City Limit
- Pharr ETJ
- TIRZ Area: 1,874.17 Ac

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

City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 inch = 2,000 feet



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 0-84-45 REGULATING THE HOURS FOR RETAIL SALE OF BEER, WINE, LIQUOR AND ALL INTOXICATING BEVERAGES FOR ON-PREMISE CONSUMPTION AND OFF-PREMISE CONSUMPTION INCLUDING DISPENSING WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF PHARR, TEXAS, PROVIDING FOR CONFLICTS WITH OTHER ORDINANCES, AND FOR REPEALS THEREOF IN CERTAIN CASES: PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF AND PUBLICATION.

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

SECTION 1.

The On-Premise Retail sale of beer, wine, liquor, mixed drinks and all intoxicating beverages and the Off-Premise sale of beer and wine between the hours of 12:00 o'clock midnight and 7:00 a.m. on weekdays and Saturday and between 1:00 a.m. and 12:00 noon on Sundays within the City of Pharr, Texas is hereby prohibited.

SECTION 2.

Where an application has been made to the Alcoholic Beverage Commission for a Late Hours Mixed Beverage Permit, and a request has been made that the City Secretary approve such application or a request for a renewal, such request shall be presented to the Board of Commissioners and that elected body may in its discretion approve, deny, rescind, or cancel an application or any permit, certificate, license, service, or other issuance to any person, corporation, company, partnership, association, or organization that is in any way directly, indirectly, or as a result of a person in authority or control of the management, operations, land, or buildings is financially indebted to the City or its departments or corporations, is non-compliant with service or contractual obligations with the City or its departments or corporations, has a pending claim against the City or its departments or corporations or any municipal officer or personnel, is the subject of a criminal complaint that may be either a felony or misdemeanor, or is or may be liable to the City or its departments or corporations for any damage, or that in any way jeopardizes the health, safety, welfare of the general public, patrons, or bystanders. unfit to hold a permit or manage a an establishment or venue. Any request where the application is for a Mixed Beverage Late Hours Permit and the City Commission having so approved, the City Secretary shall appropriately execute the application for Late Hours Mixed Beverages Permit and the retail sale of beer, wine, liquor, mixed drinks and all intoxicating beverages shall be lawful at such establishment for the hours prescribed by a valid Late Hours Mixed Beverage Permit from the Alcoholic Beverage Commission of the State of Texas.

SECTION 3.

The Off-Premise Retail sale of liquor on Christmas Day, on Sunday and on any other day before 10: 00 a .m. or after 9: 00 p.m. within the City of Pharr, Texas is hereby prohibited.

SECTION 4. **CONFLICT WITH OTHER ORDINANCES.**

Whenever the standards and specifications set forth in this Ordinance conflict with those contained in another Ordinance the standards and specifications of this Ordinance shall prevail.

SECTION 5. **SEVERABILITY CLAUSE.**

Should any portion of this Ordinance be held for any reason invalid or unenforceable, the same shall not be construed to affect any other valid portion hereof, but all valid portions shall remain in full force and effect.

SECTION 6. **ENFORCEMENT; PUNISHMENT; PENALTIES**

A. Should any person or business violate the prohibitions contained herein, or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Manager, City Attorney, and other designated personnel may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary.

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

C. A liable party shall be subject to a civil penalty up to \$1,000 per violation, or the maximum allowed by law.

D. It shall also be unlawful for the holder of a permit to knowingly conspire to circumvent this ordinance by allowing the use of its permit, facility or property by any person, business, or entity that does not have a legally obtained permit from the City of Pharr.

SECTION 7. EFFECTIVE DATE. The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 8. PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR.,
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR.,
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR.,
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

ORDINANCE NO. O-2015-_____

AN ORDINANCE AMENDING ORDINANCE O-2013-51 ESTABLISHING CRITERIA FOR MUNICIPAL SERVICES SUCH AS PERMITTING, CERTIFICATES, OTHER CITY ISSUED AUTHORIZATIONS; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR PENALTIES BY ORDINANCE AND TEXAS LAWS; REPEALING PRIOR ORDINANCES; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER MATTERS RELATED TO THE SUBJECT HEREOF.

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;

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

SECTION 1: AUTHORITY; AREA.

- A. The City of Pharr hereby adopts and enacts this Ordinance that shall be enforceable within the municipality's municipal boundaries and extra territorial jurisdiction. This Ordinance and provisions herewith shall be included in the Pharr Code of Ordinances.
- B. As matters related to the public's health, safety, and welfare is of the utmost concern, the City of Pharr shall be authorized to enforce, through its City Attorney, this Ordinance as may be allowed by law herein.

SECTION 2. ADMINISTRATIVE AUTHORITY. Any department of the City of Pharr and personnel may refuse to contract or approve, deny, rescind, or cancel an application or a permit, certificate, license, service, or other issuance to any person, corporation, company, partnership, association, or organization that is in any way directly, indirectly, or as a result of a person in authority or

control of the management, operations, land, or buildings is financially indebted to the City or its departments or corporations, is non-compliant with service or contractual obligations with the City or its departments or corporations, has a pending claim against the City or its departments or corporations or any municipal officer or personnel, is the subject of a criminal complaint that may be either a felony or misdemeanor, or is or may be liable to the City or its departments or corporations for any damage, or that in any way jeopardizes the health, safety, welfare of the general public, patrons, or bystanders.

SECTION 3. CIRCUMVENTION. It shall be unlawful for an applicant to knowingly conspire to circumvent this ordinance by allowing the use of its name, authority, or official government record, application, or contract to any person, business, or entity that to avoid the provisions, restrictions, and prohibitions of this Ordinance. A violation of this sub-section may subject any violator to criminal penalties as may applicable by law.

SECTION 4. CUMULATIVE CLAUSE; REPEALING CLAUSE.

The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 5. PUBLICATION AND EFFECTIVE DATE.

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, 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.

APPROVED AND PASSED on the _____ reading the ____ day of _____, 2015, by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Mayor Leo "Polo" Palacios, Mayor

ATTEST:

City Clerk

APPROVED AND PASSED on the _____ reading the _____ day of _____, 2015,
by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Mayor Leo "Polo" Palacios, Mayor

ATTEST:

City Clerk

APPROVED AND PASSED on the _____ reading the _____ day of _____, 2015,
by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Mayor Leo "Polo" Palacios, Mayor

ATTEST:

City Clerk

ORDINANCE NO. O-2015- _____

AN ORDINANCE AMENDING ORDINANCES O-2011-56 and O-2014-49 RELATED TO ALCOHOLIC BEVERAGES AND SECTION 10 OF THE PHARR CODE OF ORDINANCES; PROVIDING FOR SAVING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE; PROPER NOTICE OF MEETING; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS

SECTION 1. **AMENDMENTS.** The ordinance amends the sections indicated below:

ARTICLE III. - CONDITIONAL USE PERMITS.

Sec. 1.40. - Purpose.

The purpose of the regulations described by this article is to allow the compatible and orderly development, within the city, of uses that may be suitable only in certain locations in a zoning district if developed in a specific way or only for a limited period of time.

Sec. 1.41. - Permit required.

A use permit is required for all conditional uses as set forth in the conditional use paragraph of each use district. At no time may a structure or property be adapted to a conditional use without first obtaining a use permit. The conditional use permit is issued to the property owner, or to an individual with written permission from the owner authorizing such individual to use such property for the purpose for which the conditional use permit is being requested, and is not transferable. Any addition to or change in a structure which constitutes a percentage of the structure greater than set out in section 1.79.C.3 herein, and any change in location, change in ownership or business entity owning or carrying out its operation on the property terminates the conditional use permit.

Sec. 1.42. - Approval, procedure, responsibility, and appeals.

The city's planning director shall have the responsibility for processing all use permits required for conditional uses and presenting them to the planning and zoning commission for processing as described below. The following procedures shall be complied with prior to the approval or denial of any use permit:

- A. Notice to all owners of real property within 300 feet of the property for which application has been made shall be mailed, but in no case shall this notification

occur less than ten working days prior to consideration at a meeting of the planning and zoning commission to consider such application.

- B. Application concerning use permits for those uses that are conditional shall be automatically referred to the planning and zoning commission for a public hearing. The planning director shall investigate, note the adjacent property owners, and provide necessary professional advice. The planning and zoning commission may deny an application for a use permit after a public hearing if the proposed use fails to meet one of the criteria set forth in requirements for approval.
- C. The planning and zoning commission must obtain recommendations from the police chief, the planning director, the code enforcement officer [designee or head building inspector], and the fire marshal for all applications for business establishments that will be selling alcoholic beverages for on-premises consumption. After recommendations from each of the officers referred to above have been received, the planning and zoning commission shall hear the application and make a recommendation and then the application for conditional use shall be presented to the city commission for approval. Any department of the City of Pharr and personnel may refuse to contract or approve, deny, rescind, or cancel an application or a permit, certificate, license, service, or other issuance to any person, corporation, company, partnership, association, or organization that is in any way directly, indirectly, or as a result of a person in authority or control of the management, operations, land, or buildings is financially indebted to the City or its departments or corporations, is non-compliant with service or contractual obligations with the City or its departments or corporations, has a pending claim against the City or its departments or corporations or any municipal officer or personnel, is the subject of a criminal complaint that may be either a felony or misdemeanor, or is or may be liable to the City or its departments or corporations for any damage, or that in any way jeopardizes the health, safety, welfare of the general public, patrons, or bystanders.
- D. Appeal shall be in accordance with section 1.92, subsection B4, of this chapter or ordinance.

SECTION 2. **CUMULATIVE CLAUSE; REPEALING CLAUSE.**

The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 3. **PUBLICATION AND EFFECTIVE DATE.**

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the

Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 4: PROPER NOTICE AND MEETING.

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

APPROVED AND PASSED on the _____ reading the ____ day of _____, 2015,
by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Mayor Leo "Polo" Palacios, Mayor

ATTEST:

City Clerk

APPROVED AND PASSED on the _____ reading the ____ day of _____, 2015,
by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Mayor Leo "Polo" Palacios, Mayor

ATTEST:

City Clerk

APPROVED AND PASSED on the _____ reading the ____ day of _____, 2015,
by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Mayor Leo "Polo" Palacios, Mayor

ATTEST:

City Clerk



January 21, 2015

Fred Sandoval
City of Pharr
118 S. Cage
Pharr, Texas 78577

RECEIVED
FEB 04 2015

CITY MANAGERS OFFICE

Re: Garbage Collection Agreement / Annual CPI Adjustment

Dear Mr. Sandoval:

Provided for your notification is the annual CPI adjustment as stated in Section 12.01, Modification to rates, in our solid waste collection agreement. The scheduled annual CPI adjustment will be reflected in our invoicing for January 1, 2015.

The CPI Garbage and Trash index number December 2013 was 423.660 and has increased to 430.085 as of December 2014 the rate for collection services will increase (1.5%) over your current monthly service Fees.

Should you have any questions please do not hesitate to contact me directly at 210-619-7756.

Sincerely,

A handwritten signature in black ink that reads 'Albert R. Perez'.

Albert R. Perez
Municipal Mktg. Mgr
Central Texas

RECEIVED
FEB 04 2015

CITY MANAGERS OFFICE



Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2004 To: 2014 **GO**

Include graphs Include annual averages

[More Formatting Options](#)

Data extracted on: January 21, 2015 (1:09:29 PM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CMUR0000SEHG02
 Not Seasonally Adjusted
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	299.1	300.5	301.0	300.9	301.5	302.2	303.2	303.9	304.8	305.6	306.5	307.1	303.0		
2005	307.2	308.6	309.3	310.0	311.4	312.2	314.1	315.1	316.8	318.7	320.2	320.3	313.7		
2006	322.8	324.2	324.8	326.4	327.0	328.6	329.5	331.8	334.1	335.8	336.7	337.0	329.9		
2007	339.931	340.692	341.826	342.930	342.922	343.606	344.751	346.919	347.656	348.363	350.868	353.370	345.320		
2008	356.765	357.794	358.295	359.294	360.958	362.688	365.639	368.858	369.649	371.203	371.658	371.080	364.490		
2009	371.939	372.375	373.220	375.541	375.755	376.749	377.641	378.263	378.605	379.967	379.695	379.734	376.624		
2010	380.636	383.001	383.791	383.954	383.943	384.439	384.513	385.519	386.325	386.526	388.037	388.794	384.956		
2011	390.557	392.433	392.389	393.250	396.096	395.936	396.309	396.940	397.312	397.594	399.477	399.257	395.629		
2012	399.553	400.675	402.200	401.671	401.854	403.416	407.791	408.329	409.070	410.651	411.268	411.626	405.675		
2013	412.669	413.347	413.696	414.891	415.715	415.976	417.916	418.993	419.533	420.793	422.695	423.660	417.490		
2014	423.724	423.759	424.794	426.630	426.309	427.008	428.436	428.538	429.133	430.283	430.009	430.085	427.392		

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www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

City of Pharr

Schedule "A"

CATEGORY	Frequency Of Collection	Old Rate	2015 Rate
Residential:	1/week-garbage	\$9.58	\$9.81
	1/month-b brush	\$3.44	\$3.52
	Extra Wastewheeler	\$4.64	\$4.75
Commercial and Industrial Containerized Service:			
Shops and Professiona	1/wk	\$20.57	\$21.07
2CY Container	1/wk	\$42.36	\$43.37
	2/wk	\$84.71	\$86.74
	3/wk	\$127.07	\$130.12
	4/wk	\$169.42	\$173.49
	5/wk	\$212.89	\$218.00
	6/wk	\$255.25	\$261.37
3CY Container	1/wk	\$63.53	\$65.06
	2/wk	\$127.07	\$130.12
	3/wk	\$190.60	\$195.17
	4/wk	\$255.25	\$261.37
	5/wk	\$318.78	\$326.43
	6/wk	\$382.31	\$391.49
4CY Container	1/wk	\$84.71	\$86.74
	2/wk	\$169.42	\$173.49
	3/wk	\$255.25	\$261.37
	4/wk	\$339.96	\$348.12
	5/wk	\$424.67	\$434.86
	6/wk	\$509.38	\$521.60
6CY Container	1/wk	\$127.07	\$130.12
	2/wk	\$255.25	\$261.37
	3/wk	\$382.31	\$391.49
	4/wk	\$509.38	\$521.60
	5/wk	\$637.55	\$652.85
	6/wk	\$764.62	\$782.97
8CY Container	1/wk	\$169.42	\$173.49
	2/wk	\$339.96	\$348.12
	3/wk	\$509.38	\$521.60
	4/wk	\$679.91	\$696.23
	5/wk	\$849.33	\$869.72
	6/wk	\$1,018.75	\$1,043.20

2015 Roll-Off

30cu. Yd	\$95.11	\$174.37	\$31.70	Old Rate	over 10 ton	\$42.27
	\$97.39	\$178.55	\$32.18	2015 Rate		\$42.90

Lock Bar \$ 12.50 Old Rate
 \$ 12.80 2015 Rate

ORDINANCE NO. O-2015-

AN ORDINANCE AMENDING ORDINANCE NO. O-2014-13 OF THE CITY OF PHARR, AMENDING SECTION A AND B, TABLE 1-A RESIDENTIAL RATES, TABLE 1-B COMMERCIAL RATES

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

SECTION 1: The following Sections and Tables of Ordinance No. O-2014-13 of the City of Pharr is amended so that same shall hereafter read as follows:

A. RESIDENTIAL RATES

Residential: The rate per month for sanitation service for each residential account shall be as follows:

- | | | |
|----|---------------------------|---------|
| 1. | Residential Sanitation | \$12.75 |
| 2. | Senior Citizen Sanitation | \$ 7.50 |
| 3. | Extra Cart | \$ 5.50 |

Each residence shall be deemed occupied and the appropriate sanitation service assessed whenever and at all times when City water is being supplied thereto. The rate is assessed on the basis of a calendar month. A fraction of a month greater than fourteen days shall be assessed at the full monthly rate.

B. COMMERCIAL RATES

- | | | |
|----|--|---------|
| 1. | Regular Commercial Customers | \$22.65 |
| 2. | Commercial customers, which have a peak solid waste output requiring 8 or more residential type garbage containers or more per week must use commercial container service. | |

Container Size	Commercial Container Rates					
	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk
2 Cu Yd	\$43.37	\$86.74	\$130.12	\$173.49	\$218.00	\$261.37
3 Cu Yd	\$65.06	\$130.12	\$195.17	\$261.37	\$326.43	\$391.49
4 Cu Yd	\$86.74	\$173.49	\$261.37	\$348.12	\$434.86	\$521.60
6 Cu Yd	\$130.12	\$261.37	\$391.49	\$521.60	\$652.85	\$782.97
8 Cu Yd	\$173.49	\$348.12	\$521.60	\$696.23	\$869.72	\$1,043.20

Commercial Container Rates include a 5% Franchise Fee that will be paid to the City of Pharr on a quarterly basis.

C. DEBRIS RATES

1. All regular residential accounts will be assessed a monthly fee for collection of debris of: \$6.40
2. All senior citizen accounts will be assessed a monthly fee for collection of debris of: \$4.60

D. ROLL-OFF CONTAINERS

	Rental	Hauling Charge	Per Ton	Over 10 tons
30 Cu. Yd	\$97.39	\$178.55	\$32.18	\$42.90

E. LOCK BAR

\$ 12.80

SECTION 2: Otherwise, said Ordinance shall remain in full force and effect.

SECTION 3: The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring suspension of the rule that the Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners.

SECTION 4: This ordinance shall be effective immediately upon passage.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE 3RD DAY OF MARCH, 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

Hilda Pedraza
City Clerk



AGENDA ITEM REQUEST

MEETING DATE: _____

INITIATED BY: Roy S. Garcia DEPARTMENT: PEC

AGENDA ITEM: Amending the PEC Ordinance - a promoter cannot bring an artist of the same genre with three weeks before or 3 weeks after a promoter has a contract and deposit in place.

PARTY MAKING THE REQUEST: PEC

NATURE OF THE REQUEST: _____

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

APPROVAL:

DEPT. HEAD: [Signature]

DATE: 2/25/15

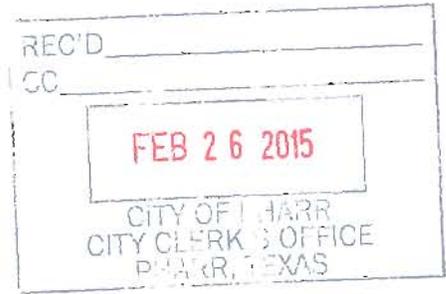
ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

STAFF RECOMMENDATION:



ORDINANCE NO. O-2014- 48

AN ORDINANCE AMENDING ORDINANCES NO. O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations”

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservation, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97”. Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-40. Rental fee classes”

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

- (1) **Class I** (Commercial/profit making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit making, such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.
- (2) **Class II** (Non-commercial/profit making) shall apply and all activities sponsored by public or private nonprofit entities for the expressed purposes of raising funds either through the charging of admission fees or the soliciting of donations. Examples are dances sponsored by non-profit corporations and church events.

- (3) **Class III** (Non-commercial/private) shall apply to any and all activities sponsored by private entities to which admission might be restricted but to which an admission fee will not be charged and profit making is not intended. These activities may include weddings, quinceñeras, receptions, birthday parties and company banquets, etc.

SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

Ancillary charges will be decided by City of Pharr Management and City Police Department. The standard ancillary fees for all locations are as follows:

Ancillary charges:

- Security:
 - \$35/hour per certified City of Pharr Police Officer (minimum of 3 certified officers) x _____
 - Greater of \$15/hour or actual cost per non-certified security personnel x _____
 - \$15/hour Ushers/Custodians/Ticket Takers x _____

(1) PHARR EVENTS CENTER:

		Rate Per Day*	
		June thru August	
<u>NON-TICKETED</u>		Thursday thru Saturday	Sunday thru Wednesday
Gala's, Weddings, Quinceaneras, Conventions, Other		\$8,000	\$5,000
		September thru May	
		Thursday thru Saturday	Sunday thru Wednesday
		\$10,000	\$5,000

NON-PROFIT EVENT

- 501c3 from \$2,500.
- Provide letter to City Commission with at least 45 days of notice. x _____

NOTE: Rent does not include ancillary charges required: security

TICKETED
 Concerts/Sporting/Other

Rate Per Day*	
June thru August	
Thursday thru Saturday	Sunday thru Wednesday
\$5,000	\$3,000

September thru May	
Thursday thru Saturday	Sunday thru Wednesday
\$5,000	\$3,000

-All Pre-Box tickets are due when doors open of day of show. Any Pre-Box tickets not turned in are the sole promoter responsibility. x _____

NOTE: Rent does not include ancillary charges required: security

Half-Day Events	Rate	x _____
Breakfast - 6am-10am	\$ 1,000	x _____
Lunch - 11am - 3pm	\$ 1,000	x _____
Dinner - 5pm - 9pm	\$ 1,000	x _____

NOTE: Half-Day events will only be allowed so long as they do not interfere with daily rental events. Events that continue in duration than the time stated will incur a charge of \$150/hour over the stated time, starting the first minute over allotted time. x _____

Rate per day includes set-up and/or take down day of use, unless there is no event the day of the set-up and/or take down, at which point it will be \$150/hour. x _____

Day of event is defined as 8:00 a.m. thru 2:00 a.m.
 DJ events must end at 2:00 a.m. x _____

Charge for the use of the 2 projectors is \$150.00 each, per day. Charge for the use of the pipe drape/booths for Expos is \$1,000.00 per day. x _____

PSJA school graduations and any other events including Church events or dinners non-profits events can be held on Sunday thru Wednesday only. x _____

Any all items brought into the venue for your event must be taken out after the event is over (for example decorations, catering items, etc.) x _____

All Pre-Box tickets must be returned to the box office no LATER than 3:00 p.m. day of the event; any and all tickets not returned will be considered as sold tickets. x _____

- a. **House Promoter Exception** Dates may be reserved without deposit and rental fees reduced to \$2,000 for ticketed events so long as the promoter brings twelve (12) events to the Events Center.

- b. **Discount for In-Kind Media Rental Event.** Rental fees and security costs will be discounted \$0.50 per dollar in exchange for media promotional coverage of City and Events Center considered in-kind. Rental fees for media company promotional events will not be limited (rental fee may be \$0).
- c. **Rental Deposit and Payment (Non-House Promoters).** Twenty-five percent (25%) of the rent must be paid to reserve a rental date. The full amount of the rental fee must be paid at least 30 days prior to reserved date. Failure to timely pay in full may result in cancellation of the event without refund.
- d. **Conflicting Reservation Date.** When two or more renters want to reserve the same date, priority will be given to the renter with a signed contract by the artist (or the artist's manager) that will be performing. If a deposit was provided and the date revoked due to the conflicting reservation date, the deposit will be returned. Costs incurred to move the event to another venue will not be the responsibility of the City.
- e. **Security Personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company. x _____
- f. **Support Personnel Included in the Price.** Included in the price, if needed, the venue will provide each promoter/renter with the following personnel at the venue: three Box Office, two Ticket Scanners, two Ushers, and a crew of 4 to set-up and/or take-down the layout for the event. Any additional staff will incur the greater of \$15/hour or actual cost. Layout will be discussed on a one to one basis one week prior to event. If layout needs changes after the layout has been done, this will fall solely on the rental party not on the venue employees. Venue staff will do the changing of the layout for an additional \$150/hour. x _____
- g. **Additional Rent Discount (Hotel Use).** The Rent Fee can be further discounted dollar for dollar on every hotel/motel room paid for the renter's occasion, limited to the night of the event. This discount is limited to no more than \$1,000. The Hotel/Motel must be located in Pharr city limits. A receipt must be provided identifying the PAYMENT of the rooms. x _____
- h. **Rental Rates 30 Days From Event (Non-Ticketed Events Only).** If there are no "Ticketed" events scheduled 30 days from the day of the proposed "Non-Ticketed" event, the "Non-Ticketed" rental rate will be \$5,000. Venue reserves the right to move any "Non-Ticketed" event 30 days prior to the event. x _____

- i. The City of Pharr will withhold between 150-200 General admission/Standing room only comp tickets. These comp tickets will offset the volunteer costs for the Pharr Events Center. The volunteer program staff will be subjected to fill out a criminal background check within the City of Pharr/Human Resource Department. x

(2) TIERRA DEL SOL: (Hall and Bar Area)

Rental Period	Rental Period	Time	Deposit	Class I	Class II	Class III
Sunday-Thursday	Morning	8:00 a.m. -1:00 p.m.	\$ 200.00	\$ 500.00	\$ 400.00	\$ 400.00
	Day	8:00 a.m. -7:00 p.m.	\$ 200.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
	Evening	1:00 p.m. -12 MID.	\$ 200.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
Friday	Morning	8:00 a.m. -1:00 p.m.	\$ 200.00	\$ 600.00	\$ 500.00	\$ 500.00
	Day	8:00 a.m. -7:00 p.m.	\$ 200.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00
	Evening	1:00 p.m. -12 MID.	\$ 200.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00
Saturday	Morning	8:00 a.m. -1:00 p.m.	\$ 200.00	\$ 750.00	\$ 500.00	\$ 500.00
	Day	8:00 a.m. -7:00 p.m.	\$ 200.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
	Evening	1:00 p.m. -1:00 a.m.	\$ 200.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

- c. **Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. **Advanced reservations.** Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(3) LAS MILPAS COMMUNITY CENTER

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Sunday	8 a.m.-12 MID.	\$50.	\$50. Per hr.

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No alcoholic beverages will be allowed on premises.

(4) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.	\$100.

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- e. **Restricted usage.** No Class I or Class II activities will be allowed. No activity which involve dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(5) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Thursday	6 p.m.-10 p.m.	\$50.00	\$100.
Friday	6 p.m.-10 p.m.	\$50.00	\$150.
Saturday and Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- e. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

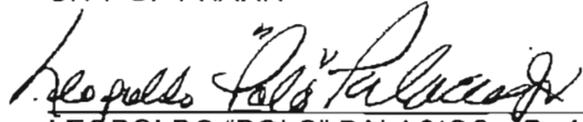
SECTION 4: PUBLICATION AND EFFECTIVE DATE. The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas.

SECTION 5: PROPER NOTICE AND MEETING.

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

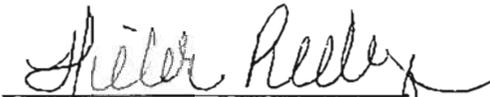
PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of October, 2014, A.D.

CITY OF PHARR



LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:



HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of October, 2014, A.D.

CITY OF PHARR



ADAN FARIAS, MAYOR PRO-TEM

ATTEST:



HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of November, 2014, A.D.

CITY OF PHARR



ADAN FARIAS, MAYOR PRO-TEM

ATTEST:



HILDA PEDRAZA, CITY CLERK

RESOLUTION R-2015-__

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

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

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

That the closure of U.S.281 (Cage Blvd.) and West Business 83 for the purpose of conducting the Good Samaritan Community Services Annual 5k Run/Walk on Saturday, April 18, 2015 from 8:00 am to 11:00 a.m.

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

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

PASSED AND APPROVED this 3rd day of March, 2015, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Attn: Hilda -
Pls. route to Frank for consideration

An Agency of the Episcopal Diocese of West Texas

Post Office Box 1772 • Pharr, Texas 78577 • 956-354-2121 • www.goodsamrgv.com

Rio Grande Valley Advisory Board

Robert J. Morehead, Chairman
Mayfair Minerals, Inc.
Mayfair Properties, LLC/Rioco Corp

Members

Brent Bishop
Cox Smith

Sarah P. Cowen
Cowen & Garza, LLP

John Eldred Cozad
Cozad Ranch

John Della Maggiora
J.D. Solutions

Pat B. Fletcher
Magic Valley Services, Inc.

Liza Vasquez Garza
Roerig, Oliveira and Fisher, L.L.P.

Kevin Graham
Riovest

Cristina Guerra
ina g, LLC

The Hon. Juan Hinojosa
Texas State Senate, District 20

Victor H. Lopez
Wells Fargo Bank

Murray Moore
Assistant District Attorney

The Rev. Jim Nelson
St. John's Episcopal Church

Imelda Palacios
Pharr-San Juan-Alamo ISD

The Rev. Scott Penrod
Trinity Episcopal Church

Lydia Hernández Savedra,
Pharr-San Juan-Alamo ISD

Rocio Tanus
Hope 2 Others Foundation

Ms. Monica D. Uribe
State Farm Insurance

Edward Villareal
S. TX Commercial Real Estate Broker-
H.R. Wendt

Jean Gearhart
Regional Development Coordinator,
Good Samaritan Community Services - RGV

February 17, 2015

Mr. Fred Sandoval
City Manager
P.O. Box 1729
Pharr, TX 78577

Dear Mr. Sandoval:

On behalf of Good Samaritan Community Services, I am requesting the City of Pharr's assistance in hosting the 5th Annual Jane Cozad 5k Run/Walk to be held on April 18, 2015 in the City of Pharr. The proceeds of this event will benefit Good Samaritan Community Services – Pharr After School and Summer programs. Good Samaritan Community Services is a non-profit 501 (c) 3 organization. Our Federal identification number is 74-111-7340.

It is also our goal to bring community awareness to the success of our program in serving youth at risk in the Pharr community. Currently 220 youth are enrolled in GSCS programs. We offer to support educational achievement, reduce risky behavior, foster successful transition to college and career, and promote civic and community engagement.

If you need any additional information, please do not hesitate to let me know.

Sincerely,

Crystal Olvera
Regional Development Coordinator

✓ 2/20/15 discuss
L.H.S.

RECEIVED
FEB 17 2015

CITY MANAGERS OFFICE



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM
P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313



Date of Event: April 18, 2015

Type of Event: Parade Walk-A-Thon Other 5K RUN

NAME OF CONTACT PERSON: Crystal OLVERA

ORGANIZATION (IF APPLICABLE): Good Samaritan

ADDRESS: 317 W. Gore CITY: Pharr ZIP CODE: 78577

PHONE NO.: 956-354-2121 CELLULAR PHONE: 956-545-3022

FAX NO.: E-MAIL: olvera-c@goodsamcenter.com

PURPOSE AND DESCRIPTION OF EVENT:

5K Run will raise awareness and funds for Good Samaritan Community Services

START TIME: 8 A.M. END TIME: 11 A.M.

ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: Carnahan Elementary

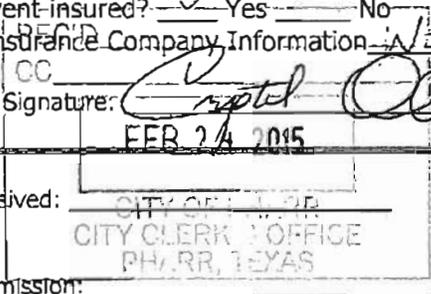
Ending Location: Carnahan Elementary

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

Is the event insured? Yes No

If yes, Insurance Company Information: Northam Ins. + Risk Management Contact #: 210-249-2330

Applicant Signature: Crystal Olvera



FOR CITY USE ONLY:

Date Received:

City Commission: APPROVED DENIED

City Manager's signature

Date



January 29, 2015

Martin Cepeda, Mayor
Daniel (Dan) Dillard II, Mayor Pro-Tem

COUNCILMEMBERS
Rodolfo (Rudy) Franz
Gustavo "Gus" Sanchez
Noé Reyes
Sergio Coronado

Julian J. Gonzalez, City Manager

*Attn: Hilda -
Let's put
this on for
next C.C.
Mtg - March
3, 2015.*

Mr. Fred Sandoval, City Manager
City of Pharr
P.O. Box 1729
Pharr, Texas 78577

RECEIVED
FEB 04 2015
CITY MANAGERS OFFICE

Dear Mr. Sandoval,

As you know the Rio Grande Valley Walk of Fame at the State Farm Arena was created as part of BorderFest 2005. The walk celebrates the life achievements and the significant civic contributions these outstanding men and woman have made to their Rio Grande Valley communities and South Texas. The walk and induction festivities will continue this year as part of BorderFest 2015 "Celebrating the Cultural Treasures of Korea." The City of Hidalgo, BorderFest Association and, Hidalgo Chamber of Commerce request that you submit a name from your community to be considered for 2015 induction ceremonies.

The Rio Grande Valley Walk of Fame Commission will have final approval on all inductions. To avoid duplications attached please find the names of those who have been inducted since 2005.

We are asking that your selection and nomination forms be received no later than, Friday, February 13, 2015. The induction ceremony will take place during the BorderFest Festivities which; is March 05 - 08, 2015.

Enclosed please find the nomination form. If you have any questions, feel free to call me at (956) 843-2286 you may also contact Kay Wolf at (956) 843-2286 or (956) 878-4688.

Best Regards,

Martin Cepeda
Mayor

CC: Mayor Leopoldo "Polo" Palacios



"This institution is an equal opportunity provider and employer"

**Rio Grande Valley Walk of Fame
State Farm Arena
Hidalgo, Texas
2015**

Introduction

As you know the Rio Grande Valley Walk of Fame at the State Farm Arena was created as part of the 2005 BorderFest "A Salute to the Rio Grande Valley," The City of Hidalgo, BorderFest Association and, Hidalgo Chamber of Commerce created the Rio Grande Valley Walk of Fame at the State Farm Arena. New inductees in The Walk will be unveiled during the 2015 BorderFest "Celebrating the Cultural Treasures of Korea." People from all walks of life are inducted into the Walk. The walk celebrates the life, achievements and significant civic contributions of outstanding men and women to communities in the Rio Grande Valley and South Texas.

Selection Process

The Rio Grande Valley Walk of Fame Commission will make the final selection for induction into the Walk. The commission includes key people from the Rio Grande Valley. Representatives from local libraries, arts organizations, media journalists and other citizens with an informed understanding of the Rio Grande Valley cultural heritage will serve on the commission. The previous groups of inductees include one person selected by every City Council in the Rio Grande Valley and one person selected by each Chamber in the Rio Grande Valley each year. In addition, the previous groups also include persons selected by the BorderFest Association and the City of Hidalgo. Additional persons will be inducted and recognized during BorderFest each year. Any individual previously nominated into the walk cannot be considered for re-nomination. To avoid any duplications attached please find a copy of all the previous inductees.

Nomination Criteria

Submit the name, date and place of birth, and a short history of the person you wish to nominate. Include the Rio Grande Valley connection, life achievements and a description of his or her contributions to the community.

Anyone may participate in the nomination process. Simply complete the Walk of Fame nomination form, which would include facts and contributions the person has made to the Rio Grande Valley. Please send to:

**Rio Grande Valley Walk of Fame Commission
704 East Texano Drive
Hidalgo, Texas 78557
(956) 843-2286
(956) 843-2317 Fax
Email address: mcabrera@cityofhidalgo.net
Attention: Maggie Cabrera**

Rio Grande Valley Walk of Fame
Nomination Form
2015

Nominee _____ Address _____

City _____ State _____ Zip _____

Phone # (Day) _____ (Evening) _____ (Cell) _____

Business Association / Organization _____ Title _____

E-Mail Address _____

Date of Birth _____ Still Living Yes _____ No _____ Date of Death _____

Born in Rio Grande Valley Yes _____ No _____

Did this person spend most of his/her life in Rio Grande Valley or Texas? Yes _____ No _____
How many years? _____

What contribution has this nominee made to your Community, the Rio Grande Valley or Texas?

What impact has this nominee's work had on the Community, Rio Grande Valley or Texas?

List Nominee's Community or Volunteer Work.

List Nominee's participation in Civic or Non-Profit Organizations.

List Nominee's Family Information.

List Nominee's Professional Organization Affiliations.

Describe how this nominee has gone above and beyond the call of duty in their work for the community.

Are there other indicators of the nominee's achievements not listed previously? (Honors, Memberships, Recognition, Awards, Publications, etc.)

Nominator Organization _____

Contact Person _____ Address _____

City _____ State _____ Zip _____

Phone # (Day) _____ (Evening) _____ (Cell) _____

Business Association / Organization _____ Title _____

E-Mail Address _____

_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
--------------------------------	----------------	--------------------------------	----------------

_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
--------------------------------	----------------	--------------------------------	----------------

_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
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Walk of Fame Inductees

City of Alamo

2014 Odie Carden
2013 Father Arturo F. Escobedo
2012 Irma Chavez
2011 Roel Landa Jr.
2010 Eleazar Escobedo
2009 Ricardo Chavez
2008 Diana Martinez
2007 Victor Perez
2006 Rudy Villarreal
2005 Francisco "907" Sandoval

Alamo Chamber of Commerce

2014 Mark J. Eby
2013 Carrol Moering
2012 Gloria Espinosa
2011 Rolando Espinoza
2010 Bob Acosta
2009 Keith Hackland
2006 Arturo Espinosa
2005 Albert Garcia

City of Alton

2014 Tommy Thompson+
2013 Emilio Cantu Jr.
2012 San Juanita Zamora +
2011 Carla Garza
2010 Manuel De La Garza +
2009 Transito Vargas
2008 Arturo R. Galvan Jr.
2007 Felipe Gomez

Alton Chamber of Commerce

2014 Sylvia Vela
2013 Richard Arevalo
2012 Arturo Galvan Sr.
2011 Calixto Hernandez
2010 Ricardo Garza
2009 Humberto Salinas Sr. +
2008 Salvador Vela

City of Brownsville

2013 Pete Gonzalez
2012 Dr. Rose M. Z. Gowen
2011 Edward C. Camarillo
2010 Ricardo Longoria Jr.
2009 Charles Atkinson
2007 Eddie Trevino Jr.
2006 Blanca S. Vela
2005 Senator Eddie Lucio

Brownsville Chamber of Commerce

2014 S. Mark Roberts
2013 Carl S. Chilton Jr.
2012 John Wood
2011 Father Armand Mathew
2010 Rene Capistran
2009 Maribel M. Baca
2008 Fred W. Rusteberg
2007 Traci Wickett
2006 Reba Cardenas McNair
2005 William Hudson

City of Donna

2013 Michael Flores
2012 Filogonio A. Sandoval
2011 Jose Guadalupe Garza +
2010 David S. Simmons
2009 Dr. Celestino Avila
2008 Miles W. Boyce +
2007 Oscar G. Adame
2006 Mr. Isabel Infante +
2005 Pedro L. Ayala +

Donna Tourist Information Center/Donna Hooks Fletcher Museum

2014 Melinda Sandoval Saucedo
2013 Simon Saucedo
2012 Earl Scott
2011 Viola Jimenez De Reyna
2010 Roberto Lugo
2008 Ricardo V. Rios
2007 Estela Villegas
2006 Adan Hernandez
2005 Hilda R. Adame

Delta Area Chamber of Commerce

2005 Los Hermanos Layton

City of Edinburg

2014 Dr. Robert Nelsen
2013 Richard H. Garcia
2012 Noe Garza +
2011 Alfonso Rene Ramirez +
2010 Ciro Trevino
2009 Shawn M. Snider
2005 Charlie Rankin

Edinburg Chamber of Commerce

2014 Johnny Rodriguez
2013 Bob & Janet Vackar
2012 Cris M. Torres
2011 Doug Martin
2010 Lionel Aron Pena Sr.
2009 Cullen R. Looney
2008 Elva Jackson Garza
2007 Robert Gandy III
2006 Alfred Andrew Martin
2005 Lucille De La Garza

City of Elsa

2009 Dr. Rene Rodriguez
2008 Arturo C. Trevino

Edcouch, Elsa, La Villa Chamber of Commerce

2010 Frances S. Rocha
2009 Robert Capello Sr.
2008 Mary Pena Moreno
2007 Jose Borrego
2006 Dr. Ricardo R. Gonzalez

City of Granjeno

2014 Esperanza Avila
2013 Alberto "Maga" Magallan Sr.
2012 Gloria Garza
2011 Manuel Olivarez Sr. +
2010 Maria Isabel Garza
2010 Santos Graciela Garza
2009 Vicente Garza Sr.
2008 Yvette Cabrera Prevot
2007 Manuel Olivarez Jr.
2006 Rafael Garza
2005 Lupita Segura

City of Harlingen

2009 Jim Solis
2007 David E. Allex
2006 Matt E. Gorges
2005 Col. H. William (Bill) Card

Harlingen Chamber of Commerce

2010 Ruthie Ewers
2008 Alan Johnson
2007 R.K. (Randy) Whittington
2006 Salomon Maldonado
2005 Frank N. Boggus

City of Hidalgo

2014 Pedro Fonseca
2013 Ricardo Ortiz
2012 Siglinde Franz
2011 Elliott & Adelle Bottom
2010 Ester Franz Rodriguez+
2009 Concepcion Franz +
2008 Josefina Fonseca
2007 Mr. & Mrs. Paul & +Anita Henderson
2006 Mr. & Mrs. Pedro Cisneros
2006 Olaf Frandsen
2005 Mayor Eduardo C. Vela
2005 Mayor Eduardo Vela +
2005 Mayor J.P. Baker +
2005 Mayor Enedina F. Garza
2005 Mayor Thomas Perez Jr. +
2005 Mayor John David Franz
2005 Joe Vera III

City of La Feria

2008 Sunny K. Philip

City of La Joya

2014 Elizandro De La Rosa
2013 Victorio Salinas Jr.
2013 Roberto Jackson Jr.
2012 Mike Alaniz
2012 Mary A. Salinas
2011 Lee Roy Alaniz
2011 Jose A. "Fito" Salinas
2010 Martha E. Trevino
2010 Gonzalo Gonzalez
2009 Rodolfo "Fito" Farias
2009 Socorro Garza
2008 Alicia Montes
2007 William "Billy" Leo
2007 Dr. Javier Andres Saenz
2006 Mari Gonzalez
2006 Angelica "Angie" Garza
2005 Filomena Leo

Hidalgo Chamber of Commerce

2014 Aurora Mijangos
2013 Joe & Gloria Vera Jr. +
2012 Martin+ & Tina Vazquez
2011 Calvin Bentsen
2010 Ramon Garcia
2009 Henry + & Elsie Kawahata
2008 Jud & Gloria Brady
2007 Mr. & Mrs. Abel & Alicia Longoria +
2006 Dr. Daniel King

Linn-San Manuel

2005 Rafael Guerra Sr.

City of Los Fresnos

2014 Antonio R. Lopez Sr. +
2013 Luis Romero+
2012 James A. Keillor
2011 Eduardo "Eddie" Cantu +
2009 F. Feliberto Pereira
2008 Harry H. Whipple +
2007 Carmen Silva

Los Fresnos Chamber of Commerce

2013 Mark W. Milum
2012 Gene Daniels
2011 Mercedes Vicinaiz Cantu
2010 Don R. Badeaux Sr.
2008 Antonio Rivas
2007 Erwin W. Scott Jr. "Scottie" +
2006 Dora Romero +

City of McAllen

2014 Richard F. Cortez
2013 Veronica Gonzalez
2012 Elva M. Cerda
2011 Alida Salinas Hernandez +
2010 Representative Roberto Gutierrez Sr.
2009 Dr. Lauro Guerra
2008 Lucile Hendricks +
2007 Mr. Jan M. Klinck
2005 Othal Brand Sr. +

McAllen Chamber of Commerce

2014 Frank S. Plummer
2013 Ruben R. Cardenas
2012 Frank Birkhead
2011 Paul Moxley
2010 Dora Brown
2009 Kirk Clark
2008 Robert L. Lozano
2007 Rick D. Guerra
2006 Tony Aguirre
2005 Leo Montalvo

City of Mercedes

2011 Ricardo Garcia
2008 Joel Quintanilla
2005 Liborio Hinojosa

Mercedes Chamber of Commerce

2007 Congressman Ruben Hinojosa
2005 Frances R. Cooper

City of Mission

2014 Richard Hernandez
2013 James Joseph Schroeder+
2012 Ricardo Martinez
2011 Ricardo A. Perez
2010 Tomas Tijerina
2009 Father Roy Snipes OMI
2008 Pat Townsend Jr.
2007 Jo Beth (J.B.) Townsend
2006 June K. Brann +
2005 Leonel "Leo" Pena +

Mission Chamber of Commerce

2014 Beatriz Tijerina
2013 Sandra Vecchio
2012 Sylvia Wolf
2011 Julio Cerda
2010 Yvonne Salinas
2009 Ruben Dario Plata
2008 Joseph (Joe) Roseland
2007 Norberto "Beto" Salinas
2006 Ben A. Cavazos
2005 Linda Z. Castaneda

City of Palmhurst

2014 Lazaro "Larry" Gallardo Jr.
2014 Richard Trevino Jr.
2013 Mark Richards
2013 Ruben De Leon
2012 Robert A. Salinas
2012 Irma Garcia
2011 Jose E. Garza
2010 Alicia C. Sandoval +
2010 Maria G. Leal
2008 Will Klement
2007 Elton Key +
2006 Ramiro J. Rodriguez Jr.

City of Palmview

2014 Eraclio Villarreal +
2013 Alfredo Rodriguez
2012 Noe Ruben Munoz
2011 Aida Rivas
2008 Alderwoman Graciela S. Flores
2007 Irene M. Garcia
2006 Gerardo "Jerry" Perez
2005 Jorge G. Garcia

City of Penitas

2014 Marcos L. Ochoa
2014 Cecilio Garza Jr.
2013 Servando Ramirez
2013 Armando Garza
2012 Jerry Bell
2012 Roberto Cardenas Jr.
2011 Jose Roel Cardenas
2011 Efren Garza
2010 Vidal G. Loya +
2005 Dr. Mauro L. Reyna Jr.

Palmview Chamber of Commerce

2014 Joel Garcia
2013 Leonel Julian Lopez

City of Pharr

2014 Eduardo Cantu
2013 Fred Sandoval
2012 Adan Farias
2011 Leopoldo "Leo" Palacios
2010 Cris S. Vela
2009 Elva I. Michal
2005 A.C. "Beto" Jaime

Pharr Chamber of Commerce

2012 Gary Lewis Rodriguez
2011 Gene & Gracie Williams
2010 Quentin Newcomb Jr.
2007 Anna Mae Kelly
2006 Quentin Newcomb
2005 Dr. Tully Mayer

City of Progresso Lakes

2007 John Trainor Evans
2006 Sam Sparks
2005 William C. Cain

City of Port Isabel

2012 Scott Friedman
2011 Benito Ochoa III
2010 Donald Raymond Guillot
2009 Juan Castillo
2005 Eliseo Vega +

Port Mansfield Chamber of Commerce

2009 Betty Glaze

City of Raymondville

2013 Eleazar Garcia Jr.
2012 Hector Ramirez
2011 Paul E. Whitworth
2010 Father Richard MacDonald, SCJ
2009 SSG Hector Leija +
2008 Albert Tijerina +
2007 Ezequiel A. (Zeke) Martinez
2006 Anna Gause Smith (Mrs. Gene)
2005 Katheryn Hanshaw

Raymondville Chamber of Commerce

2013 Albert Marshall Pickard
2012 Mary Casillas
2011 Virginia Torres
2010 Elma Chavez
2009 Frank Torres
2008 Mary Gutierrez
2007 Viola Franks
2006 Winifred Raymond Wetegrove
2005 Glenn Harding

City of Roma

2005 Arnulfo Guerra +

City of Rio Grande City

2014 James Edwin Peterson+
2013 Roel A. Gonzalez
2012 Ruben D. Saenz
2011 Basilio D. Villarreal Jr.
2010 Representative Ryan Guillen
2009 Albert Barrera
2008 Mayor Basilio Villarreal Sr. +
2007 Ernestina C. Trevino
2006 Baldemar Garza
2005 Sam Vale

Rio Grande City Chamber of Commerce

2014 Kenny Anderson +
2013 Rosa E. Gonzalez
2012 Ruben O. Villarreal
2010 U. David Gonzalez
2009 Ruben Saenz
2007 Manuel Benavidez Jr.
2005 Judge Ricardo Hinojosa

Rio Grande Valley Partnership Chamber of Commerce

2014 John D. Bradford
2013 Sergio Contreras
2012 Obidio C. "Billy" Canales
2011 H. William "Bill" Card III
2009 Representative Armando Martinez

City of San Benito

2014 Martha Ann McClain
2013 Charlie & Bertha Wilson
2012 Victor Garza
2011 Manuel Lara
2010 Lupita Passement
2009 Joe Hodges Hernandez
2008 Mark Moody
2007 San Benito Montalvo +
2005 Cesar Gonzalez

San Benito Chamber of Commerce

2014 Dulce Maria America Madrigal
2010 Hector Jalomo
2005 Freddy Fender +

City of Santa Rosa

2005 Pedro Garza

City of San Juan

2014 Octaviano "Tony" Gonzalez
2013 CWO-2 Jose Luis Montenegro Jr.+
2012 Rick Diaz
2011 Roberto F. Loreda
2010 Commission Hector "Tito" & Bertha Palacios
2009 Juan Pedro Contreras
2008 Roel Garza
2007 Raul Yzaguirre
2006 Arnaldo Cantu Sr.
2005 Jorge Arcuate

San Juan Chamber of Commerce

2010 Leon & Velma Sue De Leon
2007 Estela Salazar
2006 James C. Shawn
2005 Eleazar Romero

Town of South Padre Island

2014 Robert Guy Blatnik
2013 Shane Wilson
2012 Robert Nixon
2011 Leslie Ruth Blasing
2010 Paul Y. Cunningham Jr.
2009 Peggy Trahan
2008 Lucinda "Sandy Feet" Wierenga
2007 Minnie Solomonson +
2006 John L. Tompkins +
2005 Ila Loetscher +

South Padre Island Chamber of Commerce

2014 Gary E. Meschi
2013 Bill Donahue
2012 Lynne Tate
2011 David Friedman
2010 Dan Stanton
2009 Darrell Mangham
2008 Jake Falgout
2007 Robert N. Pinkerton Jr.
2006 Richard Franke
2005 Troy W. Giles

City of Sullivan City

2009 Rosendo "Cheno" Benavides +
2007 Guillermina "Ginger" Villarreal
2006 Reynaldo Ruiz
2005 Gumaro "Maro" Flores

City of Weslaco

2014 Soyla Gonzalez
2013 Charles & Christine Warren
2012 Eloy R. Alaniz
2011 Robert A. McAllen
2010 Eugene Richard Vaughn Jr.
2009 Dr. Robert Sepulveda
2008 Mayor Hector "Buddy" de la Rosa
2007 Dr. Benigno (Ben) Villalon
2006 Isaac D. Rodriguez
2005 Joe V. Sanchez

Weslaco Chamber of Commerce

2014 Bob Davis
2013 Ramon "Monse" Montalvo
2012 Margaret Looney McAllen
2011 Noble C. Allen
2010 Robert W. Vanderveer
2009 Patti Dittburner
2008 Ruben Cardenas
2007 Fred McCaleb
2006 Dr. Armando Cuellar +
2005 Gene A. Braught +

United States Ambassador's of International Goodwill

2014 Adamari Lopez
2014 Lupillo Rivera
2013 Dra. Ana Maria Polo
2012 Diana Reyes
2011 Lazaro G. Megret
2010 Maria Antonietta Collins
2009 Raul De Molina "El Gordo"
2008 Yolanda De La Cruz
2007 Raul Gonzalez
2006 Raul Brindis
2005 Joe Morales
2004 Fernando Arau
2003 Alberto Kreimerman
2002 Tony De La Rosa
2001 Intocable
2000 Ana Maria Canseco
1999 Freddy Martinez
1998 Roberto Pulido
1997 Carlos Guzman
1996 Hugo De La Cruz
1995 Rogelio Botello Rios
1994 Johnny Canales
1993 Nano Ramirez
1992 Othal Brand Jr.

Mexico Ambassador's of International Goodwill

2014 Jorge Salinas
2013 Mariachi Vargas de Tecalitlan
2012 Gabriel Soto
2011 Beatriz Adriana
2010 El Comediante – Teo Gonzalez
2009 Gilberto Gless
2008 Sergio Sendel
2007 Sergio Goyri
2006 Ninel Conde
2006 Eric Del Castillo
2005 Bronco El Gigante De America
2004 Pablo Montero
2003 Laura Flores
2002 Alicia Villarreal y Limite
2001 Veronica Castro
2000 Lupita D'Alesio
1999 Maribel Guardia
1998 Laura Leon
1997 Martin Urieta
1996 Carlos Cuevas
1995 Jorge Vargas
1994 Lucila Mariscal "Dona Lencha"
1993 Angeles Ochoa
1992 Queta Jimenez "La Prieta Linda"
1991 Ramon Ayala y Los Bravos
1990 Rosenda Bernal
1989 Maria De Lourdes
1988 Arianna
1987 Prisma
1986 Aida Cuevas
1985 Francisco "Charro" Avitia

Border Texan of the Year

- 2014 Chief Judge Ricardo H. Hinojosa
- 2013 Sam L. Susser
- 2012 Senator Juan J. "Chuy" Hinojosa
- 2011 Lt. Gov. David Dewhurst
- 2010 Frank N. Boggus
- 2009 Mayor John David Franz
- 2008 Lt. Gen. (Ret.) Ricardo Sanchez
- 2007 Dr. Shirley Reed
- 2006 Michael Allen
- 2005 Senator John Cornyn
- 2004 Joe La Mantia Jr.
- 2003 Tony Garza
- 2002 Senator Phil Gramm
- 2001 Governor Rick Perry
- 2000 Senator Kay Bailey Hutchinson
- 1999 Charles C. Butt
- 1998 Governor George W. Bush
- 1997 Lt. Governor Bob Bullock +
- 1996 Wayne W. Showers
- 1995 Dr. Mario Ramirez
- 1994 Lloyd M. Bentsen +
- 1993 Dr. Miguel Nervez
- 1992 Congressman Enrique "Kika" De La Garza
- 1991 Morris Atlas
- 1990 Glen E. Roney
- 1989 Celia Hare Martin +

Federal and State Leaders

- 2012 Francisco "Paco" Valentin Jr.
- 2007 Senator Juan "Chuy" Hinojosa
- 2006 Bill Summers +
- 2005 Bryan Daniels
- 2005 Pedro Garza
- 2005 Amadeo Saenz

Outstanding Community Supporters

- 2007 Charles Chuck Snyder
- 2006 Bob Roux
- 2006 Dr. Robert + & Mrs. Vi Norton
- 2005 Representative Ismael "Kino" Flores

Outstanding Entertainers

- 2014 George Strait
- 2012 Estudiantina Guadalupana Cesar Cervantes
- 2012 Charo
- 2011 Bill & Helen Dillard +
- 2011 Rene Sandoval
- 2011 Tina Compean
- 2010 Edwin M. Bigsby +
- 2010 Roland Garcia
- 2006 Joseph "German Joe" Sakulenzki
- 2006 Doria Avila +
- 2005 Myron Floren
- 2005 Jimmy Gonzalez y Grupo Mazz
- 2005 Wiley Hutchinson

At Large Inductee

- 2014 Roy and Victoria Lepovitz
- 2014 Luis Lauro Moreno Rodriguez
- 2014 Most Reverend Leo Francis Daniel
- 2014 R. David Guerra
- 2014 Eloy Vera
- 2013 Rev. Msgr. Juan Nicolau
- 2013 Consul Erasmo Martinez
- 2013 Senior Pastor Aaron De La Torre
- 2012 United Way Hero Jenise Diaz
- 2012 Judy Anderson
- 2012 Jim Deuser
- 2009 Dr. Bert D. Levine +



AGENDA ITEM REQUEST

MEETING DATE: March 3, 2015

INITIATED BY: Frank Marina DEPARTMENT: Park & Recreation Dept

AGENDA ITEM: Consideration and action allowing Rio Grande Valley Literacy Center to use Jose "Pepe" Salinas Civic Center parking lot on April 4, 2015 from 8 am-2pm for a community wide garage sale.

PARTY MAKING THE REQUEST: David Garza

NATURE OF THE REQUEST: allowing RGV literacy center to use parking lot

BUDGET:

EXPENDITURE REQUIRED: none

CURRENT BUDGET:

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: *Quilley* DATE: 2/24/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

RGV Literacy Center is a non-profit organization that is requesting the use of Jose "Pepe" Salinas parking lot for a community wide garage sale. Staff is recommending approval.



Rio Grande Valley Literacy Center

David Garza
Assistant City Manager
118 S. Cage Blvd.
Pharr, TX. 78577

Dear Mr. Garza,

The Rio Grande Valley Literacy Center (RGVLC) will be hosting its 1st Annual Community Wide Garage Sale on Saturday April 4, 2015 from 8:00-2:00 p.m. In the City of Pharr.

RGVLC, a non-profit organization dedicated to providing Adult Basic Education programs in the communities in which we serve, is located at 1005 W. Gore St. in Pharr. Due to its close proximity, we are requesting from you the use of the Parking Lot of the Pepe Salinas Civic Center located at 1011 W. Kelley St. for this event.

We have met with Frank Marin, Director of Parks and Recreation, and he did not foresee any issues with this arrangement, but advised us to forward you this request in writing.

I hope this arrangement can be made, and we anticipate a quick response in order to proceed with promoting the event. Please let me know if you have any questions or need further clarification. I can be reached at (404) 210-8680.

Thank You

Lisa Thurman

Lisa Thurman
Chief Executive Officer
Rio Grande Valley Literacy

Cc. Frank Marin
Diana Farias



AGENDA ITEM REQUEST

MEETING DATE: 3/3/2015

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

AGENDA ITEM: Recommendation to award Capital Lease to BB & T

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Bid Award

BUDGET:

EXPENDITURE REQUIRED: \$480,000

CURRENT BUDGET: \$480,000

ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: Juan G. Guerra DATE: 02/20/2015

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER:  DATE: 2/23/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Staff recommends awarding Bid to BB & T. See attached tabulation.

**City of Pharr
 Bid Detail
 Finance Bids - FEBRUARY 2015**

#	Bidding Company	Date of Bid	Time Received	Bid On All Items	Term of Lease	Interest Rate	Interest Cost to City	Annual Payment (P&I)	Meets Budget	Net Yield
1)	BB & T	2/19/2015	12:15 P.M.	Yes	7 Years	1.93%	\$ 33,539.18	\$ 73,362.72	YES	not provided
2	U.S. Bancorp	2/19/2015	11:50 A.M.	Yes	7 Years	1.93%	\$ 33,538.53	\$ 73,364.04	YES	0.03%

Finance Director Recommendation:

 Signature

 Date



AGENDA ITEM REQUEST

MEETING DATE: March 3, 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 Egly & Sugar Drainage Detention Pond Offsite Improvements Project.

BUDGET:

EXPENDITURE REQUIRED: \$387,047.55

CURRENT BUDGET: \$ 390,000.00

ADDITIONAL FUNDING: \$ 0

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: [Signature] DATE: 2/25/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Staff recommends awarding the Egly & Sugar Drainage Detention Pond Offsite Improvements Project to Garco Industries in the base bid amount of \$333,180.05 and Alternate No. 1 in the amount of \$53,867.50.



Memorandum

To: Fred Sandoval – City Manager

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

Date: February 26, 2015

Re: **Agenda Item - Consideration and action, if any, on awarding bid for Egly & Sugar Drainage Detention Pond Offsite Improvements Project.**

Fred:

A total of four (4) bids were received for the above referenced project. The lowest base bid was from Garco Industries in the amount of \$333,180.05. Attached is the bid tabulation for this project.

I recommend awarding the Egly & Sugar Drainage Detention Pond Offsite Improvements Project to **Garco Industries** in the base bid amount of \$333,180.05 and Alternate No. 1 in the amount of \$53,867.50.

Below is the breakdown:

Total Base Bid:	\$333,180.05
Alternate No. 1(1-in overlay thru project limits):	<u>\$ 53,867.50</u>
Grand Total:	\$387,047.55



OFFICIAL ITEMIZED BID TABULATION

PROJECT: EGLY & SUGAR DRAINAGE DETENTION POND OFFSITE IMPROVEMENTS

BID NO: 1415-01-528-0007

DATE: February 10, 2015

TIME: 2:00 PM

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

ITEM NO		DESCRIPTION		ESTIMATE QTY		BASE BID		GARCO INDUSTRIES		TEXAS CORDIA CONSTRUCTION		L-AG CONSTRUCTION		SALNZ BROTHERS CONSTRUCTION, LLC	
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	PREPARE WORK AREA, DENSITY CONTROL AND HAULING AND DISPOSAL OF ALL USED MATERIALS TO INCLUDE REMOVAL OF ANY EXISTING DRAINAGE STRUCTURES. ALL COMPLETE IN PLACE.	25	STA	\$1,000.00	\$25,000.00	\$1,200.00	\$30,000.00	\$1,200.00	\$30,000.00	\$1,200.00	\$30,000.00	\$1,200.00	\$30,000.00	\$1,200.00	\$30,000.00
2	PAVEMENT REPAIR AS PER PLAN DETAILS. ALL COMPLETE IN PLACE.	1,821	SY	\$25.40	\$46,253.40	\$29.00	\$52,809.00	\$29.00	\$52,809.00	\$29.00	\$52,809.00	\$29.00	\$52,809.00	\$29.00	\$52,809.00
3	RCV (18") (CL III) RUBBER GASKET. ALL COMPLETE IN PLACE.	2,464	LF	\$40.60	\$105,722.40	\$46.00	\$119,784.00	\$46.00	\$119,784.00	\$46.00	\$119,784.00	\$46.00	\$119,784.00	\$46.00	\$119,784.00
4	RCV (24") (CL III) RUBBER GASKET. ALL COMPLETE IN PLACE.	1,175	LF	\$54.00	\$63,450.00	\$55.00	\$64,625.00	\$55.00	\$64,625.00	\$55.00	\$64,625.00	\$55.00	\$64,625.00	\$55.00	\$64,625.00
5	RCV (18") (CL III) RUBBER GASKET. ALL COMPLETE IN PLACE.	15	LF	\$114.90	\$1,723.50	\$163.00	\$2,445.00	\$163.00	\$2,445.00	\$163.00	\$2,445.00	\$163.00	\$2,445.00	\$163.00	\$2,445.00
6	ISLET (1) M. ALL COMPLETE IN PLACE.	3	EA	\$2,500.00	\$7,500.00	\$1,900.00	\$5,700.00	\$1,900.00	\$5,700.00	\$1,900.00	\$5,700.00	\$1,900.00	\$5,700.00	\$1,900.00	\$5,700.00
7	CONCRETE STORM SEWER MANHOLE (48" DIA) TO INCLUDE 4,000 PSI CONCRETE TOP, STEEL, ETC. ALL COMPLETE IN PLACE.	5	EA	\$3,250.00	\$16,250.00	\$3,200.00	\$16,000.00	\$3,200.00	\$16,000.00	\$3,200.00	\$16,000.00	\$3,200.00	\$16,000.00	\$3,200.00	\$16,000.00
8	CONCRETE STORM SEWER MANHOLE (72" DIA) TO INCLUDE 4,000 PSI CONCRETE TOP, STEEL, ETC. ALL COMPLETE IN PLACE.	1	EA	\$6,550.00	\$6,550.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00
9	CONCRETE STORM SEWER MANHOLE (48" DIA) WITH BOX SECTION TO INCLUDE 4,000 PSI CONCRETE TOP, STEEL, ETC. ALL COMPLETE IN PLACE.	3	EA	\$4,550.00	\$13,650.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00
10	18" CURB & GUTTER WITH 2" REBAR CONTINUOUS. ALL COMPLETE IN PLACE.	160	LF	\$16.50	\$2,640.00	\$22.00	\$3,520.00	\$22.00	\$3,520.00	\$22.00	\$3,520.00	\$22.00	\$3,520.00	\$22.00	\$3,520.00
11	1-FT VALLEY BUTTER (HOBBS) AND REBAR. ALL COMPLETE IN PLACE.	215	LF	\$34.00	\$7,310.00	\$29.00	\$6,235.00	\$29.00	\$6,235.00	\$29.00	\$6,235.00	\$29.00	\$6,235.00	\$29.00	\$6,235.00
12	CONCRETE SIDEWALK (4") WITH 4" SAND BEDDING. ALL COMPLETE IN PLACE.	16	SY	\$54.00	\$864.00	\$61.00	\$976.00	\$61.00	\$976.00	\$61.00	\$976.00	\$61.00	\$976.00	\$61.00	\$976.00
13	REPAIR CONCRETE DRIVEWAY (6") WITH REBAR REINFORCEMENT AND 6" CALCIFIP. ALL COMPLETE IN PLACE.	40	SY	\$95.00	\$3,800.00	\$95.00	\$3,800.00	\$95.00	\$3,800.00	\$95.00	\$3,800.00	\$95.00	\$3,800.00	\$95.00	\$3,800.00
14	OUTFALL TO DETENTION POND WITH END TREATMENT. ALL COMPLETE IN PLACE.	1	EA	\$1,675.00	\$1,675.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
15	OUTFALL STRUCTURE WITH STANDARD 12" GRATE INLET. ALL COMPLETE IN PLACE.	1	EA	\$2,450.00	\$2,450.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
16	REPLACEMENT OF EXISTING AC PIPE WITH 6" PVC 6,000 PIPE FOR WATER LINE. TO INCLUDE CAST IRON DRESSER COUPLINGS ON EACH END, AND 12" STEEL CASING. ALL COMPLETE IN PLACE.	16	LF	\$220.00	\$3,520.00	\$215.00	\$3,440.00	\$215.00	\$3,440.00	\$215.00	\$3,440.00	\$215.00	\$3,440.00	\$215.00	\$3,440.00
17	WELD-COKE MANHOLES. ALL COMPLETE IN PLACE.	3	EA	\$75.00	\$225.00	\$200.00	\$600.00	\$200.00	\$600.00	\$200.00	\$600.00	\$200.00	\$600.00	\$200.00	\$600.00
18	WELD-COKE EXISTING STODDRETT SIGN. ALL COMPLETE IN PLACE.	2	EA	\$100.00	\$200.00	\$261.00	\$522.00	\$261.00	\$522.00	\$261.00	\$522.00	\$261.00	\$522.00	\$261.00	\$522.00
19	THRESHOLD PROTECTION	3,259	LF	\$0.75	\$2,444.25	\$2.00	\$6,518.00	\$2.00	\$6,518.00	\$2.00	\$6,518.00	\$2.00	\$6,518.00	\$2.00	\$6,518.00
20	CONSTRUCTION SURVEYING & STAKING	1	LS	\$12,500.00	\$12,500.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00
21	MARKING, TRAFFIC CONTROL AND SIGNS	1	LS	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
22	EROSION AND SEDIMENTATION CONTROL TO INCLUDE BUT NOT LIMITED TO STABILIZED CONSTRUCTION DISTANCE, SILT PANE, INLET PROTECTION, ETC.	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BASE BID AMOUNT:				\$333,180.05	\$348,919.00	\$375,487.00	\$396,264.00	\$333,180.05	\$348,919.00	\$375,487.00	\$396,264.00	\$333,180.05	\$348,919.00	\$375,487.00	\$396,264.00
5% BID BOND				YES	YES	YES	YES	YES	YES						
ADDENDUM NO. 1				YES	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO

ITEM NO		DESCRIPTION		ESTIMATE QTY		ALTERNATE BID		TOTAL	
ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	18" THICK OVERLAY ON FULL WIDTH OF STREET AS SHOWN ON PLANS (10' D LIMESTONE AGGR.) (10' LB/BSY) ALL COMPLETE IN PLACE	7,430	SY	\$7.25	\$53,867.50	\$10.25	\$76,157.50	\$9.85	\$73,185.50
TOTAL ALTERNATE BID AMOUNT:				\$53,867.50	\$76,157.50	\$73,185.50	\$91,389.00	\$53,867.50	\$91,389.00



AGENDA ITEM REQUEST

MEETING DATE: March 3, 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, authorizing the City Manager to submit a grant application to the Hidalgo County Metropolitan Planning Organization for federal funding assistance made available through the Section 5310 Program for Pedestrian Improvements Project.

BUDGET:

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$ 0

ADDITIONAL FUNDING: \$ 0

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER:  DATE: 2/25/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Staff recommends that we submit application for funding of S. Cage Blvd & Helmer Street Improvements Project thru the Section 5310 Program.



Memorandum

To: Fred Sandoval – City Manager

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

Date: February 26, 2015

Re: **Agenda Item - Consideration and action, if any, authorizing the City Manager to submit a grant application to the Hidalgo County Metropolitan Planning Organization for federal funding assistance made available through the Section 5310 Program for Pedestrian Improvements Project.**

Fred:

The Lower Rio Grande Valley Development Council recently issued a call for nominations through the Hidalgo County Metropolitan Organization for entities to apply for Federal Transit Administration funding assistance made available through the Section 5310 program.

This program is available for projects that enhance mobility for seniors and persons with disabilities. We are proposing some Pedestrian Improvements that include sidewalks, ADA compliant ramps and crosswalks.

The program requires a minimum of 20% local funding match in cash, donations, volunteered services or in-kind contributions. Matching funds for this project will be satisfied through in-kind match which will encompass the preparation and completion of Field Survey, Plans, Specifications, Estimates and construction management by the city's Engineering Department.

I recommend that we submit the S. Cage Blvd & Helmer Street Improvements Project for funding. Attached is the scope of the project.

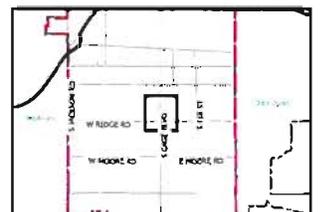
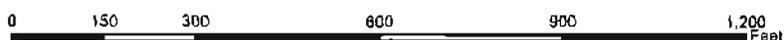


All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 inch = 300 feet



PRELIMINARY CONSTRUCTION ESTIMATE



Project: CAGE BLVD & HELMER ST SIDEWALK PROJECT-SECTION 5310 PROGRAM

ITEM NO	DESCRIPTION	ESTIMATE QTY	UNITS	UNIT PRICE	TOTAL
1	REMOVAL OF TREES, PALM TREES, BRUSH, ETC. FOR SIDEWALK PLACEMENT.	1	LS	\$20,000.00	\$20,000.00
2	REMOVAL OF CONCRETE OR ASPHALT DRIVEWAY	400	SY	\$18.00	\$7,200.00
3	WATER VALVE ADJUSTMENT. ALL COMPLETE IN PLACE.	6	EA	\$200.00	\$1,200.00
4	MAILBOX RELOCATION	10	EA	\$200.00	\$2,000.00
5	TRAFFIC SIGN RELOCATION	6	EA	\$175.00	\$1,050.00
6	SIDEWALKS (4"); WITH 6X6 No. 6 WIRE MESH AND 6" SAND BEDDING. ALL COMPLETE IN PLACE	1500	SY	\$38.00	\$57,000.00
7	ADA RAMP WITH TRUNCATED DOMES.	6	EA	\$1,200.00	\$7,200.00
8	RETAINING WALL. ALL COMPLETE IN PLACE	250	SF	\$35.00	\$8,750.00
9	18" CURB & GUTTER	50	LF	\$20.00	\$1,000.00
10	CONCRETE DRIVEWAY WITH 6" OF CALICHE BASE & 6" OF 4,000 PSI CONCRETE TO INCLUDE REINFORCING STEEL. ALL COMPLETE IN PLACE.	450	SY	\$58.00	\$26,100.00
11	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL); CROSSWALK STRIPPING . ALL COMPLETE IN PLACE.	75	LF	\$6.00	\$450.00
12	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL); STOP BAR. ALL COMPLETE IN PLACE	20	LF	\$10.00	\$200.00
13	SEEDING	1	LS	\$1,000.00	\$1,000.00
14	EROSION AND SEDIMENT CONTROL	1	LS	\$2,500.00	\$2,500.00
15	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	\$3,000.00	\$3,000.00

TOTAL: \$138,650.00

Base: your thoughts?

Ray



URBAN SCIENCE INITIATIVE INC.
501 C (3) Non-Profit Corporation

Attn: Roy / Dolly
Pls. schedule accordingly — Also

19118 Nature Oaks
San Antonio, Texas 78258

T 210-508-4454

F 210-493-8533

alex@urbansciencelive.org

urbansciencelive.org

we need cc. action for sponsorship

F.S.

February 24, 2015

Mr. Fred Sandoval, City Manager
City of Pharr
118 South Cage Boulevard
Pharr, Texas 78577

Dear Mr. Sandoval,

Storm Fury is coming back to the Rio Grande Valley! Storm Fury is a day of hands-on science learning and fun for kids of all ages. From tornado chasing to becoming hurricane ready, Storm Fury will provide an exciting learning environment which will ignite a fire for learning inside the children of Pharr and the Rio Grande Valley.

We have set a tentative date for Saturday, April 25th or Sunday, April 26th. Last year's event at the Pharr Event Center was a tremendous success and we would love to use the venue once again. It is the perfect setting for our weather related activities. We also hope to bring a storm chaser to the event. The Pharr Event Center's stage and lighting greatly enhances every presenters message.

In addition to bringing more than 1,000 young people and their families in to Pharr for the afternoon, the Pharr Event Center will benefit from all publicity generated by the event. The location will be prominently mentioned in all Storm Fury advertisements. It will also be on our website and our event posters.

I hope we can do Storm Fury under the same arrangements as last year – and Amazing Skies in prior years. If you have any questions, please do not hesitate to drop me a note or give me a call.

Sincerely,

Tim Smith, Vice President
The Urban Science Initiative, Inc
Tim@krv.com
956-393-9187



interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – ratifying sponsorship request by The University of Texas-Pan American for use of the Boggus Ford Events Center on Friday, February 27, 2015 for UTPA 2015 Alumni Ball event.

Date: March 3, 2015

Staff will present at the meeting.

Thank you.

Lone Star Management and Project Advisors LLC
New Market Tax Credit
CONSULTANT AGREEMENT

This Agreement (the "Agreement"), is made this ___ day of February, 2015 ("Effective Date") by and between City of Pharr Texas ("Pharr"), a duly incorporated City organized under the laws of the State of Texas, and its affiliates, and Lone Star Management and Project Advisors LLC, business development consultant ("Consultant").

Recitals

A. PHARR has a project which is in development in Pharr, TX and is hereafter referred to as the City of Pharr Cold Storage Terminal Project which may qualify for funding under the CDFI New Markets Tax Credit ("NMTC") program and in the conduct of that business, desires to have the following services performed by Consultant: 1) Identification and qualification of NMTC eligible projects 2) Preparation to the specifications of PHARR, of required transaction documentation for identified projects.

B. Consultant agrees to perform these services for PHARR under the terms and conditions set forth in this Agreement and PHARR agrees to exclusively utilize the Consultant for this purpose.

In consideration of the following mutual promises, it is agreed by and between PHARR and Consultant as follows:

SECTION I
NATURE OF WORK

Services may include, but are not limited to the following:

- A. Review project eligibility under NMTC regulations and procedures.
- B. Produce a complete and final draft of a standard project intake form/report covering the project eligibility, community and job impacts, history and management ability, feasibility analysis and other pertinent data related to the proposed NMTC transaction.
- C. Produce final drafts of NMTC/PHARR forms, exhibits and/or other documentation required for completion of a NMTC transaction.
- D. Perform and document personal visits or other contacts with applicant, project site, equipment vendors, participating lenders, personnel and others necessary to complete evaluation/completion of the NMTC transaction application.
- E. Perform and document personal visits to chambers of commerce, participating lenders, government entities and any others as directed by PHARR management for the purpose of soliciting input/support for proposed NMTC transactions.
- F. Aggregation of Community Development Entities (CDEs) and Investors for the placement of NMTCs.
- G. In Consultant's performance under this Agreement, the Services and the hours Consultant is to work on any given day will be entirely within Consultant's control. PHARR will rely on Consultant to put in a number of hours and provide resources reasonably necessary to fulfill the spirit and purpose of this Agreement.

H. This Agreement calls for the performance of the Services of the Consultant as an independent contractor, and Consultant will not be considered an employee of PHARR for any purpose. Consultant further acknowledges that Consultant is responsible for the payment of any state or federal income tax or self-employment tax and understands the responsibilities with respect to payment of these taxes.

I. Consultant agrees to hold in a fiduciary capacity for the sole benefit of PHARR all non-public information ("Confidential Information") relating to PHARR, its affiliates or its clients. Consultant agrees that, except as necessary to fulfill Consultant's obligations to PHARR hereunder and with PHARR's written consent, Consultant will not at any time, either prior to or during the term of this Agreement, or after its termination for any reason whatsoever, disclose to anyone any Confidential Information, or utilize such Confidential Information for Consultant's own benefit, or for the benefit of third parties. Consultant further agrees to maintain adequate security procedures and take such additional precautions as may be prescribed from time to time by PHARR to protect the unauthorized or inadvertent disclosure, misuse or loss of Confidential Information.

Section II COMPENSATION

A. For Services provided by Consultant, PHARR will pay to Consultant an amount equal to two percent (2%) of the total NMTC allocation deployed for PHARR in an approved project. The foregoing compensation shall only be due and payable upon PHARR entering into an NMTC allocation agreement (or award agreement) on terms acceptable to PHARR, in its sole and absolute discretion, and PHARR's receipt of the NMTC allocation / award amount.

B. The Consultant is not entitled to any commission on any other component of a covered transaction's funding (i.e. loan funds, grants, other tax credits, etc.) unless Consultant has provided the resource for same; in which case, PHARR and Consultant shall reasonably agree to such commission amount in writing.

C. Consultant fees are considered earned when the transaction is closed and the allocation / award amount is received by PHARR.

D. Consultant will invoice PHARR for the fees earned on a project and will disclose if other fees were received for the project through other written agreements.

E. Payment will be made by PHARR to Consultant concurrent with closing and funding from the NMTC transaction.

F. Consultants must abide by the relevant rules and regulations promulgated by the NMTC program for projects which Consultant or PHARR originate.

G. Consultant must notify PHARR of any fee charge arrangement Consultant may have with a transaction participant prior to the processing of a proposed transaction.

SECTION III
REQUIREMENTS AND CONDITIONS APPLICABLE TO ANY AND ALL
COMPENSATION AGREEMENTS

- A. A disclosure statement is required to be submitted to PHARR by the Consultant disclosing any and all fees to be paid from any transaction participant to the Consultant by prior written agreement before closing of the transaction.
- B. If the Consultant has charged or intends to charge, any other fee for other services related to the subject project other than those provided for under this Agreement, the Consultant must provide PHARR with a written disclosure outlining any and all fees charged and describing the services provided. Failure to disclose such relationships in a timely manner constitutes a material breach of this Agreement.
- C. Consultant is prohibited from requiring a transaction participant to purchase other services from the Consultant as a condition of the Consultant performing functions covered by this Agreement.

SECTION
IV
EXPENSES

- A. Consultant will incur no out-of-pocket expenses to be submitted for reimbursement to PHARR without prior written consent and approval of PHARR.
- B. PHARR will reimburse Consultant for any permitted out-of-pocket expenses within fifteen (15) business days of receipt of Consultant's billing and documentation of prior consent and records or receipts.

SECTION V
LIABILITY

- A. Nothing contained in this Agreement is intended to create, directly or indirectly, a joint venture, partnership, or other entity between PHARR and Consultant. Consultant is not authorized to bind PHARR and provides services in solely an advisory capacity. The parties hereby agree to indemnify and hold each other harmless from, against and in respect of (and shall on demand reimburse the damaged party in cash for) any and all claims, actions, causes of action, losses, liabilities, liens, demands, fines, penalties, suits, proceedings, damages, fees, costs, and expenses, including, without limitation, reasonable attorney's fees, suffered or incurred by the damaged party by reason of or arising from one of the party's negligent acts or omissions, willful misconduct, false representations, breaches of this Agreement, and/or violations of applicable law.

SECTION VI TERMINATION

A. Either PHARR or Consultant may terminate this Agreement upon not less than thirty (30) days written notice by certified mail or verified courier delivery to the other party at their place of residence or business.

B. Termination of this Agreement shall not affect the obligations and duties of either PHARR or Consultant with regard to any transactions or allocations addressed during the term of this Agreement; provided, however, PHARR shall only be required to pay the commission referred to in Section II(A), if a NMTC allocation / award is obtained by PHARR either (i) during the term of this Agreement, or (ii) within eighteen (18) months after the expiration date of this Agreement involving a person directly with whom the Consultant negotiated during the period of this Agreement and identified on the attached Exhibit A.

SECTION VII MISCELLANEOUS

A. Only Agreement: The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons, or legal entities.

B. Waiver or Modification Ineffective Unless in Writing: A waiver, alteration, or modification of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

C. No Joint Venture: Nothing contained in this Agreement is intended to create, directly or indirectly, a joint venture, partnership, or other entity between PHARR and Consultant.

D. Mediation Venue: Parties hereby agree that as a condition precedent to any litigation arising from or relating to this Agreement that the Parties will first submit their dispute to mediation. The cost of mediation shall be born equally by each party and shall take place in Houston, Texas. To the extent that the mediation is unsuccessful and litigation is initiated by either party, the parties agree that any and all claims arising from or in any way related to this Agreement shall be filed in Harris County, Texas.

E. Litigation: The parties agree that in the event litigation is brought that the prevailing party shall be entitled to recover its reasonable and necessary attorney's fee as well as all court costs and other expenses incurred in prosecuting any litigation.

F. PHARR may assign its rights under this Agreement to any affiliate of PHARR and/or to any entity into which PHARR merges, consolidates, or reorganizes, or to which PHARR transfers all or substantially all of its assets. Consultant may not assign its rights under this Agreement without prior written consent of PHARR which may be given or withheld in its sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

G. Term of Agreement: The term of this Agreement begins from the above stated Effective Date of this Agreement. This Agreement is for a term of eighteen (18) months, unless terminated earlier under the termination provisions of this Agreement.

By:

By:

Michelle D. Uria
Managing Member
Lone Star Management and Project Advisors LLC

Fred Sandoval
City Manager
City of Pharr Texas

Date: _____

Date: _____

EXHIBIT A



September 16, 2014

Michelle D. Uria
LoneStar Project Advisors
9801 Westheimer Ste. 803
Houston, Texas 77042

Dear Ms. Uria:

I am writing to you today to express the City of Pharr's interest in the New Market Tax Credit Program (NMTC), as we are in the process of selling 2 to 3 acre lots at the Pharr Produce District to enhance current produce exchange operations, create jobs and spur revitalization efforts in South Pharr.

The Pharr Produce District is a 92 acre tract less than a quarter of a mile from the Pharr International Bridge. Strategically located off of Cage Blvd. (South U.S. 281) on Military Hwy., it is designed to meet the needs of the perishables industry, as it is strictly designated for cold storage. There are 31 lots, again, ranging from 2 to 3 acres in size, within the agro-park grounds, which will accommodate a 20,000 sq. ft. warehouse per lot. It sits adjacent to the Overweight Corridor, which was signed into law by Texas Governor, Rick Perry on June 14, 2013. The bill took effect on September 1, 2013 and it permits trucks to carry an additional 45,000 pounds, from the standard weight of 80,000 pounds, making it now a maximum of 125,000 pounds, for a convenient fee of \$80 per truck. The bill's author, State Representative, Sergio Muñoz, Jr., states, "Not only will the overweight truck bill increase traffic, it will save thousands of dollars in expenses for trucking companies. Added up, truck companies typically pay an additional \$2,000 per truck. Without having to unload, store, reload perishable cargo, particularly during hot summer months, several services are taken out of the expense list."

The Pharr Produce District is a \$10 Million investment on behalf of the City of Pharr, strategically targeting produce growers in the State of Sinaloa, Mexico and the surrounding Pacific Coast region. Through the placement of our covenants, conditions and restrictions, the City of Pharr offers a sound and secure investment, as the Produce District also offers all the amenities, such as cement streets, drainage, 3-phase electricity, natural gas, fiber optics and all city utilities and services, including a proposed sub-fire station, around-the-clock security and bio-safe truck wash.

As the only full service commercial bridge in the region, the Pharr International Bridge has the responsibility to move commerce from its point of origin to its destination without significant delays and with direct access to major corridors such as I-69 and the NAFTA Free Trade Corridor. The addition of the much anticipated Supervía Mazatlán-Matamoros (Interoceanic Highway) has strategically positioned the Pharr International Bridge and Pharr Produce District for success, effectively molding the South Texas area into a larger hub for international distribution. We are poised for significant growth, offering the only gateway to major markets in North America.

With over \$25 Billion in total trade with Mexico in 2012, the Pharr Bridge continues to break export-import records, setting the standards for international trade. As the #1 port of entry for avocados and #2 for tomatoes, we encourage investment inside the Pharr Produce District, next to USA's #1 Produce Bridge - our most recent ranking - on the Overweight Corridor.

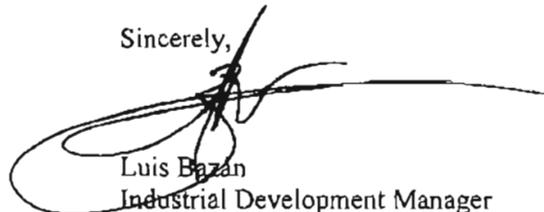
The last year-and-a-half has been one of the most productive times for the Pharr International Bridge, diligently working on both sides of the border to promote the bridge at produce conferences both in the U.S. and Mexico, all while adding value to new and existing clients through strategic trainings and landing important infrastructure and investment projects to facilitate the influx and increase of our cross-border trade. Working with the Texas Department of Transportation (TXDOT), the Pharr Port of Entry landed a \$25,000 Million investment from the State of Texas to build an all-new Border Safety Inspection Facility (BSIF), which is complete and ready to replace the existing one. Both TXDOT and the Department of Public Safety (DPS) will run operations from the new state-of-the-art facility, starting in late Summer 2015.

Further, bi-national collaboration has been the key for the planning, funding and implementation of new infrastructure projects, and the Pharr International Bridge has been in direct and constant communication with all the imperative branches of the Government of Mexico, including Gobierno del Estado de Tamaulipas (State of Tamaulipas), Secretaria de Comunicaciones y Transporte (SCT), Caminos y Puentes Federales (CAPUFE), Instituto de Administracion y Avaluos de Bienes Nacionales (INDAABIN) and Secretaria de Administracion Tributaria (SAT), to improve the infrastructure inside the "Aduana" (Customs) in Mexico, to help establish lane expansions, including a dedicated lane for certified cargo (Customs-Trade Partnership Against Terrorism or C-TPAT) and Free And Secure Trade (FAST), and facilitate the flow of commercial traffic through the bridge, making us a more attractive route for cross-border commerce, particularly for growers, packers and shippers of fresh produce.

In terms of job creation, the Pharr Produce District is the first of its kind in South Texas. Therefore, based on local industry workforce figures, we estimate each 20,000 sq. ft. warehouse facility to employ 6-8 individuals, overall creating more than 200 new jobs in South Pharr, with the potential for additional employment growth within the first 2 to 3 years of operations.

Again, we are interested in the New Market Tax Credit Program, and will appreciate the opportunity to meet with you to discuss the possibilities in detail. Thank you in advance for your time and consideration. I look forward to hearing back from you.

Sincerely,



Luis Bazan
Industrial Development Manager
Pharr Intl. Bridge & Economic Dev. Corp.

cc: Fred Sandoval, City Manager
David Garza, Assistant City Manager
Fred Brouwen, Interim Bridge Director & Director of Operations



September 16, 2014

Michelle D. Uria
LoneStar Project Advisors
9801 Westheimer Ste. 803
Houston, Texas 77042

Dear Ms. Uria:

I am writing to you today to express the City of Pharr's interest in the New Market Tax Credit Program (NMTC), as we are in the process of developing a plan for a produce terminal to enhance our current produce exchange operations, create jobs and spur revitalization efforts in South Pharr.

We have more than 200 acres available for development at the corner of S. Cage Blvd. (South U.S. 281) and Military Hwy., adjacent to the Pharr International Bridge, next to Phase I of our South Pharr investment area, better known as the Pharr Produce District, a 92 acre tract designed to meet the needs of the perishables industry, as it is strictly designated for cold storage.

With the amount of acreage we have, it is feasible to develop the area into a multimillion dollar project, consisting of 2 large warehousing facilities at 150,000 sq. ft., which will house 30-50 smaller units ranging from 3,000 – 5,000 sq. ft. (or larger). The plan is to phase out the project, as we grow, to accommodate a second phase of 2 more large 150,000 sq. ft. warehousing facilities. We estimate the project at about \$20 Million for each phase, with the potential for further expansion within a 3 to 5 year period.

The Pharr Produce Terminal will provide the freshest fruits and vegetables available to our geographic area. It is a known fact that without terminal markets we would all pay higher prices for food. Our terminal market will provide economic development opportunities and the opportunity for growers worldwide to sell their products quickly and efficiently in a cost effective manner. The design would facilitate both retail and wholesale businesses, both for point-of-sale and distribution. Further, the design will provide extra-wide concrete streets for truck maneuvering and vast general parking areas with extra spaces for trucks. It will include reserved vehicle parking at each unit, with additional parking for visitors and employees. The premises will be gated and will offer on-site 24-hour security and video surveillance.

As the only full service commercial bridge in the region, the Pharr International Bridge has the responsibility to move commerce from its point of origin to its destination without significant delays and with direct access to major corridors such as I-69 and the NAFTA Free Trade Corridor. The addition of the much anticipated Supervía Mazatlán-Matamoros (Interoceanic Highway) has strategically positioned the Pharr International Bridge and Pharr Produce District for success, effectively molding the South Texas area into a larger hub for international distribution. We are poised for significant growth, offering the only gateway to major markets in North America.

With over \$25 Billion in total trade with Mexico in 2012, the Pharr Bridge continues to break export-import records, setting the standards for international trade. We were recently ranked USA's #1 Produce Bridge, and we are the #1 port of entry for avocados and #2 for tomatoes.

The last year-and-a-half has been one of the most productive times for the Pharr International Bridge, diligently working on both sides of the border to promote the bridge at produce conferences in both the U.S. and Mexico, all while adding value to new and existing clients through strategic trainings and landing important infrastructure and investment projects to facilitate the influx and increase of our cross-border trade.

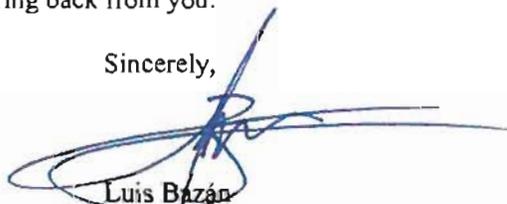
Further, bi-national collaboration has been the key for the planning, funding and implementation of new infrastructure projects, and the Pharr International Bridge has been in direct and constant communication with all the imperative branches of the Government of Mexico to improve the infrastructure inside the "Aduana" (Customs) in Mexico, to help establish lane expansions, including a dedicated lane for certified cargo (Customs-Trade Partnership Against Terrorism or C-TPAT) and Free And Secure Trade (FAST), and facilitate the flow of commercial traffic through the bridge, making us a more attractive route for cross-border commerce, particularly for growers, packers and shippers of fresh produce.

In terms of job creation, the Pharr Produce Terminal is expected to create hundreds of jobs in South Pharr. Based on similar operations in the area, combined with local industry workforce figures, we estimate each 3,000 – 5,000 sq. ft. warehouse unit to employ 2-4 individuals within the first year of operations, overall creating 120 – 200 new jobs within the first year in an already growing area, with the potential for additional employment growth as the project gets built out in phases.

Overall, the Pharr Produce Terminal will aim to complement our existing Pharr Produce District and cross-border produce activity. It will be a mecca for the perishables industry, allowing the City of Pharr to create business opportunities and jobs in an area that is quickly becoming the international hub for food and goods distribution.

Again, we are interested in the New Market Tax Credit Program, and will appreciate the opportunity to meet with you to discuss the possibilities in further detail. In advance, thank you for your time and consideration. We look forward to hearing back from you.

Sincerely,



Luis Bazán

Industrial Development Manager
Pharr Intl. Bridge & Economic Dev. Corp.

cc: Fred Sandoval, City Manager
David Garza, Assistant City Manager
Fred Brouwen, Interim Bridge Director & Director of Operations

ATTACHMENT

Specifications: Pharr Produce Terminal Warehousing Facilities

- 3,100 sq. ft. + 900 sq. ft. of office space
- Cold room storage capacity of 156 palates (7 truckloads)
- Two (2) insulated dock-high doors (rear dock-highs) plus optional 3rd dock-high door with mechanical dock levelers
- 450 sq. ft. per unit of covered front dock for lighter loading/unloading
- Designed to facilitate compliance with Primus Lab and other certifications
- 900 sq. ft. of mezzanine office space with window view of cooler
- R-35 fully insulated environment (insulated panels and roof)
- Fire sprinkler system with fire alarm
- Tilt-up concrete exterior walls

- Designed for both retail and wholesale businesses
- Extra-wide concrete streets for truck maneuvering
- Reserved vehicle parking at each unit
- Additional parking for visitors and employees
- Gated premises
- On-site 24-hour security guard and video surveillance
- Vast general parking areas with 100 extra spaces for trucks
- Condominium administration and common area maintenance

INDEPENDENT CONSULTANT FOR PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by between **GLOBAL SECURITY & INTELLIGENCE STRATEGIES** (hereinafter "**GSIS**"), and **CITY OF PHARR**, a political subdivision of the State of Texas (hereinafter "**City**"). The parties agree that GSIS shall provide its corporate formation filings and amendments thereto, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this agreement.

1. **Services.** GSIS agrees to provide City with oversight, reporting, and assist with governmental relations on border and security operations, global trade and commerce, supply chain management efficiency, cyber-security, and infrastructure protection. GSIS further agrees that as part of the services under this agreement, it agrees to provide sworn statements, deposition testimony, and testimony in a court of law as may be necessary related to any services provided to the City without additional charge to the City. The parties proceed with this Agreement with the understanding that GSIS's professional services is of a discipline that requires special knowledge or attainment and a high order of learning, skill, and intelligence.

2. **Consideration.** As consideration for the services to be performed herein, City shall pay GSIS \$5,000.00 monthly.

3. **Term.** The term of this Agreement shall commence on the 3rd day of March, 2015 and shall expire on the 2nd day of March, 2016.

4. **Termination/Default.** Either City or GSIS may terminate this Agreement prior to the expiration of the term with or without cause. Upon termination, any and all financial obligations shall cease; however, GSIS may be required to reimburse City for any pro-rated fees paid prior to termination of the month of the termination. Furthermore, should termination be initiated by either party, GSIS may still be required to provide sworn statements, deposition testimony, and testimony in a court of law as may be necessary related to any services provided to the City without additional charge to the City.

5. **Applicable law; Venue.** It is agreed that Texas laws shall govern this agreement, and venue shall be agreed to in Hidalgo County, Texas.

6. **Independent Contractor/Non-Disclosure.** The parties stipulate and agree that: (a) GSIS shall be an independent contractor for all purposes under this Agreement, and as such, no part of GSIS's work-product, methods, or process provided to City shall be directed or controlled by City; (b) GSIS is not prohibited from providing services to any other entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) GSIS will provide its own equipment, supplies, and necessities to perform under this agreement; (d) GSIS acknowledges and agrees that it may be personally liable for self-employment taxation; (e) GSIS is not entitled to any benefits as may be applicable to the personnel of the City; (f) GSIS further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this

agreement with any person or third-party including but not limited to any other domestic or foreign governmental subdivision or public body unless authorized by City.

7. **Modification/Waiver.** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties. No course of prior dealings between the parties and no use of trade shall be relevant or admissible to supplement, explain or vary the terms of this Agreement, whether the same be consistent with the terms of this Agreement or otherwise.

8. **Severability.** If any provision, or any portion of this agreement is found to be unlawful, void, or for any reason unenforceable, it shall be severed from, and shall in no way affect the validity or enforceability of the remaining provisions of this agreement.

9. **Entire Agreement.** This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement, other than those specifically set forth herein.

10. **Indemnification.** GSIS agrees to fully indemnify and hold harmless the City and any officers, employees, agents, and insurance carriers for any liability or damages associated with claims, judgments, or settlements related directly and indirectly from the services arising from this agreement.

EXECUTED this _____ day of _____, 2015.

CITY OF PHARR

**GLOBAL SECURITY &
INTELLIGENCE STRATEGIES
("GSIS")**

By: _____
Signature

Signature

Name: Leopoldo "Polo" Palacios, Jr

Name: David Aguilar

Title: Mayor



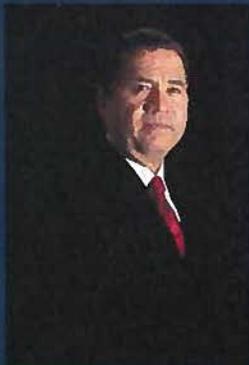
GSIS™

GLOBAL SECURITY & INTELLIGENCE STRATEGIES

GSIS's founders and partners blend unique knowledge and experience in national and homeland security, intelligence, jurisprudence and investigative capability with boardroom and private sector acumen to pattern strategic insight and solutions. With management who led the United States Government's premier law enforcement, border and national security, investigative and intelligence agencies, GSIS provides offerings tailored to harness real-time requirements.

DAVID AGUILAR

Areas of Expertise



- Border and security operations
- Global trade and commerce
- Supply chain management
- Critical infrastructure protection

Advises international clients in global economy relating to supply chain efficiency and flow while ensuring fiscal and security return. Mr. Aguilar brings 35 years of experience in federal law enforcement. Mr. Aguilar has led the United States' largest law enforcement organization, U.S. Customs and Border Protection (CBP) as Acting Commissioner, Deputy Commissioner and previously served as Chief of the United States Border Patrol.

SERVICE OFFERINGS

- C-TPAT certification and validations
- Supply chain security
- Technical border operations support
- Biometrics and identity management programs
- Critical infrastructure assessment
- Facilitation and compliance
- Customs and Border Patrol operations
- Risk management





GSIS SERVICES

About GSIS

Global Security & Intelligence Strategies (GSIS) is a Washington, DC-based security and business advisory firm. Its leadership team is comprised of former Federal Government agency heads and senior advisors to the President, Governors and cabinet secretaries. Our team has served on the front lines, securing the nation's borders, protecting global supply chains, ensuring the safety of the dignitaries and major events, developing leading security policies and programs and supervising high-impact investigations. GSIS's leverages its extensive homeland, public security and public sector experience and international network to provide comprehensive solutions for its clients.

Government Relations

GSIS assists public and private sector clients with a full suite of government relations support. These services include thought leadership on navigating federal programs, identifying and capturing potential funding resources and providing guidance and assistance with strategic engagement at the local, state and federal levels.

Border Programs

GSIS has extensive experience with federal trade facilitation and security programs at our nation's borders. Our team of Customs and border-security experts assists private enterprises, port authorities, cities and counties and metropolitan planning organizations with solutions for trade, border security, and border infrastructure requirements. GSIS further offers support to clients in the maritime and aviation security environments.

Cybersecurity

GSIS provides advanced, customized and confidential cyber-security services to organizations with particularly high value IP and/or critical data protection requirements. Our team is comprised of top security-vulnerability researchers and exploit-developers in the cyber field, including: winners of global competitions; one of the leading telecom related security experts in the USA; well-known developers and; security/privacy Compliance Experts - CRISC, CISM, CISSP, COBIT, ITIL, certified CISSP instructors, ISO 27001 Lead Auditors and Lead Implementers. We operate across all hazards and threats, physical and cyber, and are well-positioned to perform assessments of cyber security in the context of other potential risks. A team of subject matter experts are available to determine your current exposed risk in one business unit or across multiple service lines, both in crisis or steady-state environments.

Supply Chain

GSIS utilizes the domain expertise of its founding partners, combined with an advanced analytics platform, to deliver real-time accounting of supply chain logistics and whole of system security solutions. We review and enhance security procedures to reduce risks, comply with U.S. government and other international requirements, and meet those requirements for acceptance into 'trusted shipper' programs (e.g. CSI, C-TPAT, FAST, NEEC, PIP). Executive decision tools such as real-time monitoring are also available to our clients.



Investigations

GSIS offers investigative services that range from financial and due-diligence to insider threat and cyber forensics. With an investigative team comprised of former United States Secret Service and Federal Bureau of Investigations special agents, GSIS offers its clients decades of experience in high-impact investigative experience. This team is supported by an analytics and open-source capability that streams more than 1.5 terabytes of data per week, enabling our investigators to leverage real-time information and asymmetrical data to achieve more accurate and timely results.

Safety Act

The SAFETY Act was passed by the Congress in 2002 and is administered by the Department of Homeland Security (DHS) to provide umbrella protection on technologies, security plans and procedures. Achieving coverage under the SAFETY Act enables the holder to obtain certain liability caps and other potential benefits for implementing qualifying incentives, including anti-terrorism products and services. A successful SAFETY Act designation by the Department of Homeland Security may result in reductions to terrorism risk insurance premiums and other benefits. GSIS offers advisory support from the nation's leading SAFETY Act expert to companies that wish to pursue this liability management approach.



AGENDA ITEM REQUEST

MEETING DATE: 3/3/15

INITIATED BY: Roy S. Garcia DEPARTMENT: _____

AGENDA ITEM: consideration and action if any on negotiating a contract with a concessionaire for the Boggs Ford Events Center

PARTY MAKING THE REQUEST: PEC

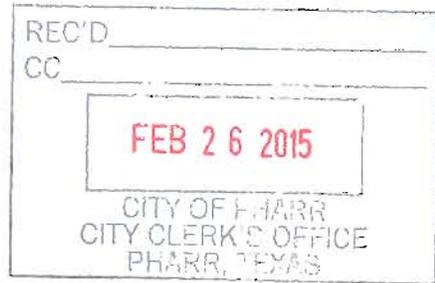
NATURE OF THE REQUEST: contracting a concessionaire

BUDGET:

EXPENDITURE REQUIRED: \$ _____

CURRENT BUDGET: \$ _____

ADDITIONAL FUNDING: \$ _____



ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

APPROVAL:

DEPT. HEAD: [Signature]

DATE: 2/26/15

ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

STAFF RECOMMENDATION:

recommend negotiating contract with concessionaire.



Pharr
Administration
interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – authorizing negotiation and execution of 380 Incentive Program Agreement with McAllen Levcal, LLC.

Date: March 3, 2015

Backup materials will be presented at the meeting.

Thank you.



interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – authorizing negotiation and execution of legal services engagement agreement with Ketterman Rowland & Westlund (TML Claim No. 1300202438).

Date: March 3, 2015

Backup materials will be presented at the meeting.

Thank you.



AGENDA ITEM REQUEST

MEETING DATE: 3-3-15

INITIATED BY: Roy Garcia DEPARTMENT: Public Works

AGENDA ITEM: Consideration and action authorizing City Manager to enter an interlocal agreement between the City of Pharr and Hidalgo County for West Owassa Road improvements.

PARTY MAKING THE REQUEST: Public Works

NATURE OF THE REQUEST: Interlocal

BUDGET:

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

APPROVAL:

DEPT. HEAD: _____

DATE: _____

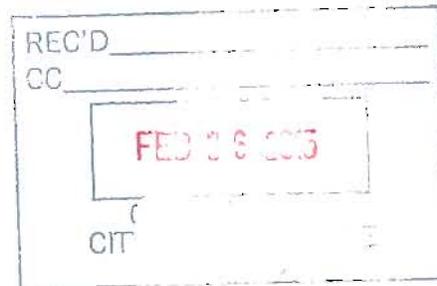
ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: [Signature]

DATE: 2/26/15

STAFF RECOMMENDATION: Approval



STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND THE CITY OF PHARR TEXAS**

THIS Interlocal Cooperation Agreement is made on the ____ day of _____, 2015 by and between the County of Hidalgo Texas, hereinafter referred to as "County" and the City of Pharr, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, a portion of Owassa Road, from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the Owassa and Sugar Road (the "Road");

WHEREAS, the Road lies within the corporate limits of the City of Pharr and the Road which will be reconstructed has a length of approximately 2788 LF;

WHEREAS, the Road requires reconstruction;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, it would serve a legitimate county purpose to reconstruct the Road as the Road is a connecting link to roads of the County; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et.seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County, through Precinct 2 and Precinct 4 shall reconstruct the Road to County standard requirements. The estimated cost of the reconstruction of the Road is approximately Seventy Five Thousand Nine Hundred Fifty Four and 15/100ths Dollars (\$75,954.15) which Precinct 2 and Precinct 4 will pay the final cost of the reconstruction of the Road in equal proportions.
2. The County, at its own cost, will provide all engineering design and technical assistance required by County's in house engineer(s) subject to City's approval of such engineering.

3. As the Road provides a major interconnecting link to the County's road system County finds if it is in the best interest of the County to reconstruct the Road between the two TxDot transition points.
4. Pharr, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
5. Maintenance of the Road within the corporate limits shall remain the responsibility of the City following the reconstruction of the Road. County following the reconstruction of the Road shall have no further obligation to maintain the Road.
6. Reconstruction of the Road shall take no longer than thirty (30) days following City's notice to proceed with the reconstruction of the Road issued to County by City.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
9. **No waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Pharr
 Attention: Leopoldo "Polo" Palacios, City Mayor
 P.O. Box 1729.
 Pharr, Texas 78577

If to County: County of Hidalgo County
 Attention: County Judge Ramon Garcia
 P.O. Box 758
 Edinburg, Texas 78540-0758

With copies to: Commissioner Eduardo "Eddie" Cantu, Precinct 2
 300 W. Hall Acres, Suite G
 Pharr, Texas 78577

 Commissioner, Precinct No. 4
 Attention: Joseph Palacios
 1102 N. Doolittle Road
 Edinburg, Texas 78539

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

13. **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.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **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.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

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

CITY OF PHARR

Leopoldo "Polo" Palacios, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

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 and through Precinct 2 and Precinct 4 and the City of Pharr, Texas shall reconstruct a portion of Owassa Road from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the intersection of Owassa and Sugar Road (the "Road") which Road lies within the corporate limits of the 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 & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

**PUBLIC PURPOSE MANAGEMENT
AND INCENTIVE AGREEMENT FOR
PHARR HUBPHEST**

This Incentive Agreement (this “**Agreement**”) is entered into as of this ____ day of _____, 2015 (the “**Effective Date**”) by and between the **CITY OF PHARR, TEXAS** (the “**City**”) and **CITY OF PHARR POLICE ATHLETIC LEAGUE (“PAL”)**.

WITNESSETH:

WHEREAS, PAL is a Texas non-profit corporation that intends on serving the citizens and children of Pharr, Texas that will directly benefit the municipality, and improve the quality of life and expanded opportunities for children;

WHEREAS, Article III, Section 52(a) of the Texas Constitution provides that the Texas legislature may provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by the Constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state;

WHEREAS, the City is determined in continuing to advance the needs of local residents, children, and the community as a whole, the City and PAL agree that this agreement will further the interests of the community;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article 1.

OBLIGATIONS OF PAL

1.01 The parties herein have agreed to the following terms and conditions that shall provide benefits to CITY and PAL so as to create benefits to the City’s inhabitants, visitors, children, and otherwise promote general community involvement and public activities in the City, and ultimately promote commerce and tourism leading to and from City’s borders:

(a) PAL shall sponsor the annual Pharr HubPhest to be located at an agreeable location and venue in the City of Pharr, Texas or its extra-territorial jurisdiction (ETJ).

(b) PAL shall agree to negotiate and execute necessary written agreements with vendors, promoters, and entertainment for the Pharr HubPhest.

(c) PAL shall promote, market, and advertise as necessary the Pharr Hubphest.

(d) PAL shall ensure that all of its agents, personnel, and officers actively participate to further the community interests in developing and organizing the event.

(e) PAL shall preserve any and all agreements, books, records, and financial statements for inspection and copying by CITY as may be requested from time to time.

(f) PAL further agrees to promote sponsorships and any other fundraising events to further its program's purpose including but not limited to the Pharr Hubphest. PAL shall also issue tax-exempt notices to any contributor, sponsor, or donor as may be allowed by law.

(g) PAL may charge up to \$1.00 per person for entry into the Pharr Hubphest prior to 5:00 p.m., and it may charge up to \$5.00 per person for entry in the Pharr Hubphest after 5:00 p.m.

(h) PAL shall also retain vendors and agree to terms and conditions to mutually benefit both parties. CITY may designate vendors as may be beneficial to the event.

1.02 The above promises, conditions, and covenants shall be conditions precedent for the exchange of any and all consideration whether in kind or monetary by City as agreed upon in this instrument.

1.03 Should City receive any funding from any local, state or federal agency or official, no claim may be made on those funds by PAL or any other party to this agreement unless agreed to in writing by City.

1.04 PAL agrees to utilize any and all funds received from CITY for purposes solely authorized by this Agreement, or as otherwise approved by City. PAL shall fully reimburse CITY for any funding provided for the Pharr Hubphest and related expenses paid directly by CITY. PAL shall be allowed to use for its organization's purposes any remaining funds after the CITY is made whole.

Article 2.

OBLIGATIONS BY CITY

As a mutual benefit of the parties and to assist PAL in organizing, developing, and marketing the Pharr Hubphest, City agrees to assist PAL as follows:

- A. Issuance of \$100,000 payment payable to PAL for use for the Pharr Hubphest.
- B. Assist with the planning, administration, labor, and public safety.
- C. Assist in securing any necessary permits or licenses as may be necessary.

Article 3.

INDEPENDENT CONTRACTOR

In executing this Agreement and in performing their respective obligations hereunder, the CITY and PAL are acting independently and not in any form of partnership or joint venture. The CITY assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

Article 4.

EVENTS OF DEFAULT; REMEDIES

4.01 The following shall constitute an “**Event of Default**” under this Agreement:

(a) Upon the expiration of the notice and cure period set forth in Section 4.02 below, the failure of any party to satisfy any obligation in accordance with this Agreement.

(b) Upon the expiration of the notice and cure period set forth in Section 4.02 below, the failure to act in accordance with this agreement and any of the executed instruments attached herein including any payment or re-payment obligation.

(c) Upon the expiration of the notice and cure period set forth in Section 4.02 below, any delays due to an Event of Force Majeure shall not be considered a default event.

4.02 In the event of the occurrence of a default described under Section 4.01 above, the non-defaulting party may give written notice to the other party of such default, and the defaulting party shall have 30 days thereafter to cure said default or if the defaulting party is diligently pursuing the cure of such default but such default is not reasonably curable within 30 days, then the defaulting party shall have such additional amount of time as is reasonably necessary to cure such default. Should said default remain uncured after such cure period it shall constitute an Event of Default and the non-defaulting party shall have the right to exercise the remedies set forth in Section 4.03 below.

4.03 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate this Agreement by written notice to the defaulting party. In addition and without terminating this Agreement, either party shall further have the power to enforce any contract obligation and specific performance to collect any amounts owing by the other party under this Agreement. Upon the occurrence of an Event of Default, a non-defaulting party shall have the right to bring an action for specific performance and damages. Furthermore, in no event shall either party be entitled to recover special, exemplary or punitive damages under this Agreement.

4.04 This Agreement shall terminate upon the occurrence of any one of the following:

(a) the execution by all parties of a written agreement terminating this Agreement;

(b) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 4.02 above) after an Event of Default.

4.05 The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

Article 5.

NOTICE

All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery or a nationally recognized overnight courier, in either case effective upon delivery, in all cases addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

CITY: 118 S. Cage
Pharr, Texas 78577
Attention: Fred Sandoval, City Manager

PAL: 413 E. Clark
Pharr, Texas 78577

Article 6.

MISCELLANEOUS

6.01 This Agreement was approved by the Board of Commissioners of the City of Pharr and also the members of PAL.

6.02 If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase, or word.

6.03 The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Courts of Hidalgo County, Texas.

6.04 This Agreement may be executed by the parties in multiple counterparts, all of which counterparts when taken together shall constitute one agreement.

EXECUTED by the parties hereto to be effective as of the date first set forth above.

CITY OF PHARR

By: _____

Name: _____

Title: _____

PAL

By: _____

Name: _____

Title: _____

Signature: _____