



**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 12:00 NOON ON
TUESDAY, MARCH 17, 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 March 17, 2015 as The Pharr Oratory of St. Philip Neri School System's Boys Winter Soccer Team Day.
- B) Proclamation of Proclamation proclaiming the week of March 22-28, 2015 as Boys & Girls Club Week in Pharr, Texas.

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

- A) City Engineer's Report
- B) Submission of monthly report – Pharr Municipal Court
- C) Submission of February 2015 Tax Collection Report
- D) Submission of March 2015 Sales Tax Report
- E) Consultants Quarterly Reports
- F) City events of interest
- G) 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 March 3, 2015 – Regular Called Meeting.
- B) Consideration and action, if any, on Resolution adopting the updated Other Post-Employment Benefit Program Investment Policy.
- C) Consideration and action, if any, on Resolution approving the updated City Fiscal Policies.
- D) Consideration and action, if any, on Resolution approving the updated Investment Policy.
- E) Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of U.S.281 (Cage Blvd.) from Bus. 83 to Kelly Avenue and from Bus. 83 to S. Canina Street from Thursday, April 9, 2015 to Sunday, April 12, 2015 for the annual HubPhest event from 12 noon Thursday to 12 noon on Sunday.
- F) Consideration and action, if any, authorizing City Manager to advertise for the City of Pharr Pedestrian Improvements Project.
- G) Consideration and action, if any, authorizing City Manager to advertise for Traffic Signal Improvements along Cage Boulevard between Polk Avenue and Ridge Road.
- H) Consideration and action, if any, authorizing City Manager to advertise for the purchase and delivery of fuel for the Public Works Department facility.
- I) Consideration and action, if any, authorizing City Manager to advertise for the Removal & Disposal of Used Tires and Rubber Scrap services.
- J) Consideration and action, if any, authorizing City Manager to advertise for request for proposals for the Boggus Ford Events Center concessionaire.
- K) Consideration and action on Planning & Zoning Cases:
Public Hearing
 - 1. Raul Fong d/b/a D's Paradise, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 107 East Newcombe Avenue (Park).

AGENDA REGULAR MEETING
MARCH 17, 2015

2. Ruben Vela, d/b/a El Barco De Vela Mariscos & More 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 Business District (C-2). The property is legally described as Lot 3, Block 51, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 205 South Cage.

PLATS.

3. MAS Engineering L.L.C., representing, Roberto Tudor, is requesting final plat approval of the proposed Dura Subdivision No. 2. The property is described as being 3.38 acres of land out of Lot 168, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas, and vacating 1.88 acres of land known as Valley Yamaha Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1403 North Sugar Road.
4. Sam Engineering & Surveying Inc., representing Jonas J. Vasquez Aldaba and Adriana L. Barrera Mungia, are requesting final plat approval of the proposed Nayarit Subdivision. The property is legally described as being a 1.093 acres out of the Northeast corner of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1300 Block of West Jeff Drive.
5. Salinas Engineering & Associates, representing Minnesota RD, LLC, Zvi Blech, president, is requesting final plat approval of the proposed Texas Holding Management, LLC Subdivision. The property is legally described as a 9.82 gross acre tract of land, more or less, carved out of Lot 5 Block 3, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1100 Block of West Minnesota Road.

REGULAR AGENDA – OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance amending Ordinance No. O-73-22, O-74-32, O-76-1, O-84-45 and O-2011-56 related to Chapter 10 Alcoholic Beverages. (Late Hours Mixed Beverage Permits) **(TABLED)**
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-48. (Rental fees Boggus Ford Events Center facility)
- C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2012-33 adopting the City of Pharr Purchasing Manual.
- D) Consideration and action, if any, on Ordinance appointing Judges, Alternate Judges, and Early Voting Ballot Board Judge for the General Municipal Election to be held on Saturday, May 9, 2015.
- E) Consideration and action, if any, on Ordinance amending Ordinance Nos. O-2013-42 and O-2011-12 Section 18 of the Code of Ordinances; adopting provisions related to Pharr Animal Shelter.
- F) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-03 for budget amendments to the FY 2014-2015 budget.

AGENDA REGULAR MEETING
MARCH 17, 2015

- G) Consideration and action, if any, on Ordinance designating the City of Pharr – TIF Reinvestment Zone #2.
- H) Consideration and action, if any, on Resolution designating a certain area of the city as a Neighborhood Empowerment Zone/Business Improvement District #2.
- I) Consideration and action, if any, on Ordinance setting guidelines and framework for Neighborhood Empowerment Zone/ Business Improvement District #2.
- J) Consideration and action, if any, on Resolution appointing one (1) member and appointing/re-appointing five (5) members to the Community Development Council.
- K) Consideration and action, if any, on Resolution to officially designate and identify all of FM907 (Alamo Road) as Santa Ana National Wildlife Trail.
- L) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of market value for the property to be acquired; establishing fair market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceedings by City Attorney, ratification of prior act.

6. ADMINISTRATIVE:

- A) Consideration and action, if any, awarding bid for the purchase of Lot 22, Block 4, Colonia de Amigos Subdivision, Pharr Hidalgo County, Texas.
- B) Consideration and action, if any, to determine the majority bargaining agent (MBA) for the City's law enforcement personnel, as per the requirements of Section 174.102, Texas Local Gov't Code, in light of the petition received in the City Manager's Office dated February 26, 2015 from the Pharr United Public Safety Association (PUPSA) or, alternatively, to determine whether a questions exists as per the provisions of Section 174.104, Texas Local Gov't Code that would require an election process as per Section 174.104, Texas Local Gov't Code.
- C) Consideration and action, if any, on temporary supplemental pay for Municipal Judges for additional duties and responsibilities.

- D) Consideration and action, if any, authorizing City Manager to take any action relating to the Jackson Place Apartments and Jackson Crosstown Apartments ("Apartments") including, but not limited to creation of Pharr Housing Finance Corporation and ownership entities, and negotiation of contracts for the development and financing of the Apartments.

7. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, authorizing execution of Memorandum of Understanding between City of Pharr Innovation & Technology Department and UTPA Small Business Development Center to conduct public training and educational workshops.
- B) Consideration and action, if any, authorizing execution of first amendment to lease agreement between the City of Pharr and Hidalgo County Regional Mobility Authority.
- C) Consideration and action, if any, authorizing execution of Interlocal Cooperation agreement between Hidalgo County Library System (HCLS) and City of Pharr for library services.
- D) Consideration and action, if any, authorizing execution of contract between the City of Pharr and East Rio Hondo Water Supply Corporation for leasing of 1000 acre-feet of water rights.

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 Attorney consultation pursuant to Section 551.07, Texas Gov't Code to provide legal advice and counsel regarding the City Commission's rights, duties, privileges, and obligations related to the recognition of a majority bargaining agent for the City's law enforcement personnel, and related legal issues; 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.

AGENDA REGULAR MEETING
MARCH 17, 2015

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 13th day of March 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, his 13th DAY OF MARCH 2015.


HILDA PEDRAZA, TRMC
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, the Pharr Oratory Ocelots, established in the year 2010, have achieved excellence in both academics and athletics and should be considered role models for the youth of the city of Pharr and surrounding communities; and

WHEREAS, perseverance, teamwork, self-discipline, and belief in their Catholic values are fostered by the Pharr Oratory Ocelots' academic and athletic pursuits; and

WHEREAS, it takes tremendous dedication and hard work to successfully balance schoolwork, athletics, and social activities; and

WHEREAS, the Pharr Oratory Ocelots concentrate on the joy, camaraderie, and skill of the game, rather than simply attaining a victory; and

WHEREAS, Head Soccer Coach Robert Moroles, and the parents, administration, and educators of the Pharr Oratory encourage the highest academic and athletic achievements from student athletes; and

WHEREAS, the Pharr Ocelots reach the state finals and brought home the State Champion by defeating Austin Hill County Cristian School 2-0, and having two members of the team be selected to the 2014-2015 Texas Association of Private and Parochial Schools (TAPPS) Winter Soccer Boys Division III All State Team; and

WHEREAS, the Pharr City Commission, administration and staff enthusiastically embrace, support and congratulate the Pharr Oratory Ocelots' players, coach, administrators and educators on the high standards under which you live and the remarkable successes you have earned.

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 do hereby proclaim the 17th day of March 2015 as:

"THE PHARR ORATORY OF ST. PHILIP NERI SCHOOL SYSTEM'S BOYS WINTER SOCCER TEAM DAY"

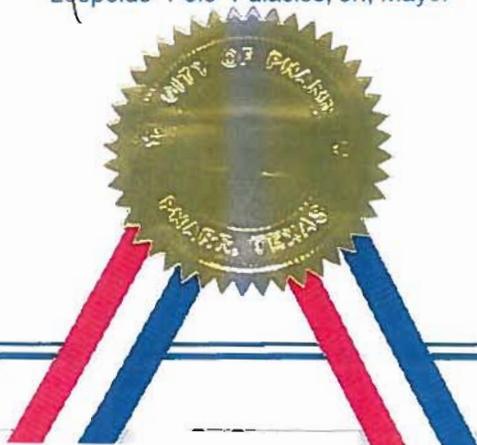
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 17th day of March 2015.

CITY OF PHARR


Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:


Hilda Pedraza, City Clerk



Proclamation



WHEREAS, the young people of Pharr, Texas are tomorrow's leaders; and

WHEREAS, many such young people need professional youth services to help them reach their full potential; and

WHEREAS, there are 6 Boys & Girls Club locations in Pharr, Texas providing services to more than 8,000 young people annually; and

WHEREAS, Boys & Girls Clubs are places where great futures start. They are at the forefront of efforts in academic success, healthy lifestyles, and good character and citizenship; and

WHEREAS, Boys & Girls Club organizations in our state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, Boys & Girls Clubs of Pharr, Texas will celebrate National Boys & Girls Club Week, 2015 along with some 4,000 Clubs and more than two million young people nationwide; and

WHEREAS, I call on all citizens to join with me in recognizing and commending the Boys & Girls Club organizations in our state for providing comprehensive, effective services to the young people in our communities.

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 do hereby proclaim the week of March 22 through March 28, 2015 as:

"BOYS & GIRLS CLUB WEEK IN PHARR, TEXAS"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 17th day of March 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:


Hilda Pedraza, City Clerk

**City Engineer's Report
March 17, 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 60% 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 is currently reviewing the Opportunity for a Public Hearing Notice that will have to be posted for two weeks to allow the public for any final comments on the project. A Utility Coordination meeting has been scheduled for March 31, 2015.

Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road

Contract has been signed with Aldana Engineering & Traffic Design for the preparation of plans and specifications for this project.

Construction Projects:

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

Foremost Paving has milled the asphalt and removed existing base material on Central Capote Ave, from S. Cage Blvd to the DPS exit from the International Bridge. Subgrade material has been limed stabilized and reworked.

Contract Amount:	\$1,617,323
Current Expenditures:	\$0
Percent Completed:	5%

East Anaya Road

Contracts have been signed with IOC Company and a pre-construction meeting was held on February 11, 2015.

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

Egley & Sugar Drainage Detention Pond-Offsite Improvements

A bid opening was held on February 10, 2015. Contract execution with Garco Industries is underway.

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:	85%

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:	\$73,971.94
Percent Completed:	15%

South Pharr Sidewalk Improvements Project

Stripping of crosswalks will begin this week. A preliminary walk-thru was done and punch list items are being addressed.

Contract Amount:	\$242,402.85
Current Expenditures:	\$256,934.63
Percent Completed:	99%

Traffic Signal at Sugar & Sioux Road

A bid opening was held on January 30, 2015. Contracts have been signed and a pre-construction meeting will be scheduled soon.

Contract Amount:	\$83,126.55
Current Expenditures:	\$0
Percent Completed:	0%

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 – Juan Balli Road



Capote Industrial/Las Milpas Industrial Park Street Improvements – Capote Central Ave



Moore Road Driveway – Police Department



Northside Park – Special Needs



South Pharr Sidewalk Improvements Project

PHARR MUNICIPAL COURT
MONTHLY REPORT
FISCAL YEAR, OCTOBER 2014 THROUGH SEPTEMBER 2015
MONTH OF: FEBRUARY 2015

TOTAL REVENUE

	CURRENT MONTH	PRIOR YEAR	CURRENT YEAR	YEAR TO DATE PRIOR YEAR
FINES & ADM.				
ARREST(CITY)	\$ 149,920.92	\$ 124,035.17	\$426,038.94	\$454,478.99
STATE TAX	\$ 91,175.03	\$ 64,131.38	\$246,030.71	\$245,460.51
TECHNOLOGY	\$ 5,194.27	\$ 3,956.31	\$14,792.31	\$15,247.94
SECURITY	\$ 3,889.87	\$ 2,963.34	\$11,085.71	\$11,421.45
SEATBELT	\$ 334.50	\$ 663.67	\$823.81	\$1,628.07
JUVENILE CASE MANAGER	\$ 6,582.19	\$ 3,560.80	\$18,023.25	\$11,831.89
SCOFFLAW	\$ 80.00		\$620.00	
COLL. AGY	\$ 1,034.37	\$ 947.54	\$1,952.36	\$2,287.38
TOTAL	\$ 258,211.15	\$ 200,258.21	\$719,367.09	\$742,356.23

TRAFFIC:	MONTHLY	YEAR TO DATE
1. New Cases filed this month	2288	6,565
2. Disposition prior to trial:		
Fined	1075	4492
Cases Dismissed	175	453
3. Disposition at Trial		
Trial by Judge- Guilty:	3	9
Dismissed at Trial:	0	28
4. Cases Dismissed :		
a. After Drivers Safety Course	2	7
b. After Deffered Disposition	3	569
c. After Proof of Fin. Respons.	36	128
d. & Compliance Dismissal	166	499
Total Cases Heard	3,748	12,750

NON-TRAFFIC CASE DISPOSITION(S):

Cases cited this month	53	1162
Number of guilty pleas (T/S)	206	1736
Dismissed - Dismissed at Trial	0	7
Deferred Disposition	0	26
Released to Border Patrol	13	71
Transferred to MHMR/Detox Unit	0	0
Other(Animal Control/City Ord.)	30	71
Fined	0	4
Dismissed	28	71
Total Cases Heard:	330	3148

MUNICIPAL COURT
CASES ISSUED

		<u>CITATIONS ISSUED</u>	<u>CITATIONS FINED</u>
OCTOBER	2012	941	749
NOVEMBER	2012	803	676
DECEMBER	2012	590	547
JANUARY	2013	685	632
FEBRUARY	2013	600	718
MARCH	2013	498	643
APRIL	2013	910	710
MAY	2013	1114	771
JUNE	2013	1443	812
JULY	2013	1449	1017
AUGUST	2013	949	834
SEPTEMBER	2013	690	513
TOTAL		10672	8622
OCTOBER	2013	1138	467
NOVEMBER	2013	1270	612
DECEMBER	2013	1430	565
JANUARY	2014	1565	631
FEBRUARY	2014	1227	1082
MARCH	2014	1301	1966
APRIL	2014	1301	1095
MAY	2014	1069	2483
JUNE	2014	814	1962
JULY	2014	896	1169
AUGUST	2014	973	945
SEPTEMBER	2014	980	942
TOTAL		13,964	13919
OCTOBER	2014	721	832
NOVEMBER	2014	499	821
DECEMBER	2014	970	745
JANUARY	2015	2087	1019
FEBRUARY	2015	2288	1075
MARCH	2015		
APRIL	2015		
MAY	2015		
JUNE	2015		
JULY	2015		
AUGUST	2015		
SEPTEMBER	2015		
TOTAL		6,565	4492



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
FEBRUARY 2015

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2014/2015	COLLECTED 2013/2014
2014 TAX ROLL	16,044,972.57	14,078,191.77	-	176,137.41	2,142,918.21	86.79%	86.60%
2013 & PRIOR YRS ROLLBACK	2,413,349.92	326,413.94	-	(8,216.15)	2,078,719.83	13.57%	12.05%
	-	-	-	-	-	#DIV/0!	63.65%
TOTALS	18,458,322.49	14,404,605.71	-	167,921.26	4,221,638.04		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2015

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	1,195,577.97	(15,859.23) CURRENT
CURRENT YEAR-P&I	96,872.96	
PRIOR YEARS-BASE TAX	62,974.04	(520.40) PRIOR
PRIOR YEARS-P&I	32,492.30	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	14,007.09	
TOTAL COLLECTIONS	1,401,924.36	(16,379.63)
LESS TRANSFERRED	828,352.25	
LESS IN TRANSIT	568,011.29	
LESS DUE TO HCAD COMM. FEE	47.82	
LESS DUE TO CO TREASURER	5,513.00	
BALANCE	-	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2015 IS CORRECT.

Pablo (Paul) Villarreal Jr.

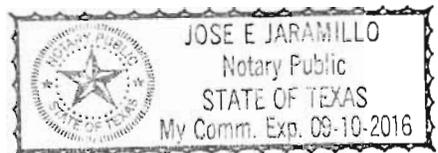
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 11TH DAY OF MARCH 2015 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



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

MONTH	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Difference
								FY 14/15 - FY 13/14
OCT.	\$ 929,360	\$ 759,706	\$ 859,104	\$ 954,528	\$ 1,095,758	\$ 1,095,399	1,175,133	\$ 79,734
NOV.	966,454	853,469	934,857	1,025,682	1,009,747	1,064,491	1,272,920	208,429
DEC.	1,031,223	713,001	884,556	914,194	1,065,676	1,151,064	1,255,599	104,534
JAN.	845,773	709,734	849,909	929,064	1,065,003	1,166,651	1,231,604	64,952
FEB.	897,043	884,137	1,029,775	1,214,454	1,132,199	1,301,266	1,403,486	102,220
MAR.	880,930	764,227	811,325	959,178	1,014,839	1,090,660	1,244,493	153,833
APR.	827,859	867,908	857,093	979,239	1,033,280	1,120,837		
MAY	982,711	1,015,352	1,091,964	1,250,746	1,207,076	1,332,207		
JUN.	872,035	847,624	925,577	1,098,232	1,075,570	1,239,819		
JUL.	813,224	840,234	881,787	1,142,386	1,087,853	1,239,026		
AUG.	976,485	989,186	1,065,228	1,226,816	1,203,458	1,284,104		
SEP.	817,638	863,996	960,373	1,131,188	1,034,174	1,183,373		
TOTAL	\$ 10,840,735	\$ 10,108,574	\$ 11,151,549	\$ 12,825,707	\$ 13,024,633	\$ 14,268,899	\$ 7,583,234	\$ 713,702

AVERAGE PER MONTH

\$ 903,395 \$ 842,381 \$ 929,296 \$ 1,068,809 \$ 1,085,386 \$ 1,189,075 \$ 1,263,872

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ (61,013) \$ 86,915 \$ 139,513 \$ 16,577 \$ 103,689 \$ 713,702

INCREASE FROM PREVIOUS YEAR

-6.75% 10.32% 15.01% 1.55% 9.55% 10.39%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

Budget - YTD	\$ 9,767,333	\$ 9,955,067	\$ 11,598,933	\$ 13,443,500	\$ 13,443,500	\$ 14,980,000
Bud vs. Actual	\$ 341,241	\$ 1,196,482	\$ 1,226,774	\$ (418,867)	\$ 825,399	\$ (7,396,766)
% Difference		10.73%	9.56%	-3.22%	5.78%	-97.54%

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

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

MONTH	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Difference FY 14/15 - FY 13/14
	OCT.	\$ 697,020	\$ 569,780	\$ 644,328	\$ 715,896	\$ 821,818	\$ 821,549	\$ 881,349
NOV.	724,840	640,102	701,143	769,262	757,310	798,368	\$ 954,690	\$ 156,321
DEC.	773,417	534,751	663,417	685,645	799,257	863,298	\$ 941,699	\$ 78,401
JAN.	634,330	532,300	637,432	696,798	798,752	874,989	\$ 923,703	\$ 48,714
FEB.	672,782	663,103	772,331	910,841	849,149	975,950	\$ 1,052,615	76,665
MAR.	660,698	573,170	608,494	719,383	761,129	817,995	\$ 933,370	115,375
APR.	620,894	650,931	642,820	734,429	774,960	840,628		
MAY	737,033	761,514	818,973	938,060	905,307	999,155		
JUN.	654,026	635,718	694,182	823,674	806,678	929,864		
JUL.	609,918	630,175	661,340	856,789	815,890	929,270		
AUG.	732,364	741,889	798,921	920,112	902,594	963,078		
SEP.	613,229	647,997	720,280	848,391	775,630	887,530		
TOTAL	\$ 8,130,552	\$ 7,581,430	\$ 8,363,662	\$ 9,619,280	\$ 9,768,475	\$ 10,701,674	\$ 5,687,426	\$ 535,277

AVERAGE PER MONTH

\$ 677,546 \$ 631,786 \$ 696,972 \$ 801,607 \$ 814,040 \$ 891,806 \$ 947,904

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ (549,121) \$ 782,231 \$ 1,255,619 \$ 149,195 \$ 933,199 \$ 535,277

INCREASE FROM PREVIOUS YEAR

-6.75% 10.32% 15.01% 1.55% 9.55% 10.39%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

Budget - YTD	\$ 7,325,500	\$ 7,466,300	\$ 8,699,200	\$ 10,082,625	\$ 10,082,625	\$ 11,235,000
Bud vs. Actual	\$ 255,930	\$ 897,362	\$ 920,080	\$ (314,150)	\$ 619,049	\$ (5,547,574)
% Difference	3.38%	10.73%	9.56%	-3.22%	5.78%	-97.54%

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

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

Regular City Tax (1%)

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>% Change</u>
October	\$ 627,799.50	\$ 575,532.10	\$ 52,267.40	9.08%
November	615,801.85	583,325.69	32,476.16	5.57%
December	701,743.00	650,633.14	51,109.86	7.86%
January	622,246.61	545,330.03	76,916.59	14.10%
February	0.00	560,418.71		
March	0.00	666,113.53		
April	0.00	619,909.50		
May	0.00	619,513.00		
June	0.00	642,052.07		
July	0.00	591,686.70		
August	0.00	587,566.25		
September	0.00	636,459.96		
Totals	\$ 2,567,590.96	\$ 7,278,540.65	\$ 212,770.01	9.04%

Credit In Lieu of Property Tax (.5%)

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>% Change</u>
October	\$ 313,899.75	\$ 287,766.05	\$ 26,133.70	9.08%
November	307,900.92	291,662.84	16,238.08	5.57%
December	350,871.50	325,316.57	25,554.93	7.86%
January	311,123.31	272,665.01	38,458.29	14.10%
February	0.00	280,209.35		
March	0.00	333,056.76		
April	0.00	309,954.75		
May	0.00	309,756.50		
June	0.00	321,026.04		
July	0.00	295,843.35		
August	0.00	293,783.13		
September	0.00	318,229.98		
Totals	\$ 1,283,795.48	\$ 3,639,270.32	\$ 106,385.01	9.04%

PEDC (.5%)

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>% Change</u>
October	\$ 313,899.75	\$ 287,766.05	\$ 26,133.70	9.08%
November	307,900.92	291,662.84	16,238.08	5.57%
December	350,871.50	325,316.57	25,554.93	7.86%
January	311,123.31	272,665.01	38,458.29	14.10%
February	0.00	280,209.35		
March	0.00	333,056.76		
April	0.00	309,954.75		
May	0.00	309,756.50		
June	0.00	321,026.04		
July	0.00	295,843.35		
August	0.00	293,783.13		
September	0.00	318,229.98		
Totals	\$ 1,283,795.48	\$ 3,639,270.32	\$ 106,385.01	9.04%

Total Sales Tax (2%)

	<u>FY 14/15</u>	<u>FY 13/14</u>	<u>\$ Change</u>	<u>FY 14/15 Budget</u>
October	\$ 1,255,599.00	\$ 1,151,064.20	\$ 104,534.80	\$ 1,248,333.33

November	1,231,603.69	1,166,651.37	64,952.32	1,248,333.33
December	1,403,486.00	1,301,266.27	102,219.73	1,248,333.33
January	1,244,493.22	1,090,660.05	153,833.17	1,248,333.33
February	-	1,120,837.41		
March	-	1,332,227.05		
April	-	1,239,819.00		
May	-	1,239,026.00		
June	-	1,284,104.14		
July	-	1,183,373.39		
August	-	1,175,132.50		
September	-	1,272,919.91		
Totals	\$ 5,135,181.91	\$ 14,557,081.29	\$ 425,540.02	\$ 4,993,333.33
			9.04%	

FY 13/14 Cum Change

\$ 52,267.40
84,743.56
135,853.43
212,770.01

FY 13/14 Cum Change

\$ 26,133.70
42,371.78
67,926.71
106,385.01

FY 13/14 Cum Change

\$ 26,133.70
42,371.78
67,926.71
106,385.01

Actual vs. Budget

\$ 7,265.67

(16,729.64)
155,152.67
(3,840.11)

\$ **141,848.58** Total 0.95%
106,386.43 City Portion

SALES TAX STATE COLLECTION RGV COMPARISON -MARCH 2015

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2015 Payments To Date	2014 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Pharr	1,244,493.22	1,090,660.05	14.10%	3,879,583.26	3,558,577.69	9.02%
2	Edinburg	1,487,995.88	1,325,913.55	12.22%	5,116,741.87	4,911,045.78	4.19%
3	Harlingen	1,606,151.55	1,566,462.92	2.53%	5,714,858.88	5,524,675.78	3.44%
4	San Juan	239,179.82	236,358.72	1.19%	814,284.00	780,104.29	4.38%
5	McAllen	4,331,497.00	4,304,084.00	0.64%	17,524,975.81	17,125,298.00	2.33%
6	Weslaco	853,497.99	850,153.42	0.39%	3,188,102.92	2,934,602.77	8.64%
7	Alamo	258,231.80	260,221.02	-0.76%	909,742.50	921,466.32	-1.27%
8	Brownsville	2,397,948.94	2,431,668.83	-1.39%	9,543,877.89	9,053,750.54	5.41%
9	Mission	1,127,533.41	1,154,073.69	-2.30%	3,953,519.20	3,904,765.33	1.25%
10	Mercedes	435,492.90	457,667.84	-4.85%	2,435,317.27	2,333,743.92	4.35%

Rank Based on Calendar Year 2015 To Date Activity							
1	Pharr	1,244,493.22	1,090,660.05	14.10%	3,879,583.26	3,558,577.69	9.02%
2	Weslaco	853,497.99	850,153.42	0.39%	3,188,102.92	2,934,602.77	8.64%
3	Brownsville	2,397,948.94	2,431,668.83	-1.39%	9,543,877.89	9,053,750.54	5.41%
4	San Juan	239,179.82	236,358.72	1.19%	814,284.00	780,104.29	4.38%
5	Mercedes	435,492.90	457,667.84	-4.85%	2,435,317.27	2,333,743.92	4.35%
6	Edinburg	1,487,995.88	1,325,913.55	12.22%	5,116,741.87	4,911,045.78	4.19%
7	Harlingen	1,606,151.55	1,566,462.92	2.53%	5,714,858.88	5,524,675.78	3.44%
8	McAllen	4,331,497.00	4,304,084.00	0.64%	17,524,975.81	17,125,298.00	2.33%
9	Mission	1,127,533.41	1,154,073.69	-2.30%	3,953,519.20	3,904,765.33	1.25%
10	Alamo	258,231.80	260,221.02	-0.76%	909,742.50	921,466.32	-1.27%

HIDALGO COUNTY	10,762,573.93	10,366,027.16	3.68%	40,518,018.47	38,899,713.76	3.99%
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STATE TOTALS	381,531,250.57	359,653,505.91	5.73%	1,353,143,249.00	1,260,827,507.00	6.82%
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City of Pharr
Annual Sales Tax Activity Analysis FY 13/14- GAAP Basis

Regular City Tax (1%)

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

Credit In Lieu of Property Tax (.5%)

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

PEDC (.5%)

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

Total Sales Tax (2%)

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

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

Regular City Tax (1%)

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

Credit In Lieu of Property Tax (.5%)

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

PEDC (.5%)

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

Total Sales Tax (2%)

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

Hollis Rutledge and Associates, Inc.
Quarterly Report
February 5, 2015

HRA, Inc. staff has been working with the City Manager and the City Attorney on various projects. An Economic Development Administration (EDA) grant award of \$1.25 Million was received from coordination by City and HRA, Inc. staff. Texas Department of Public Safety (TXDPS) border inspection issues and state legislative issues were addressed.

INFORME DE ACTIVIDADES DE ROBERTO LEAL-TOVIAS.

Honorable Miembros de la Comisión de la Cd. De Pharr, Tx.

Mayor Leopoldo "Polo" Palacios, Jr.

City Manager, Fred Sandoval.

City Clerk, Hilda Pedraza.

Me es muy grato, a continuación, hacer entrega de un reporte Ejecutivo de Actividades realizadas durante los trimestres ; Julio- Septiembre del 2014, Octubre- Diciembre del 2014 y Enero- Marzo del 2015, mismos que he realizado representando a la Cd. de Pharr y su Puente Internacional Pharr-Reynosa en Mexico.

Cabe mencionar que todas las actividades y gastos que he realizado en México (boletos de avión, hoteles, transporte terrestre, vehículo propio, gasolina, comidas, promociones en prensa, pagos de eventos representados, etc.) han sido solventadas (pagados) por su Servidor, sin costo alguno para la Cd. de Pharr y su Puente Internacional Pharr-Reynosa, incluyendo los gastos de la oficina que tenemos en el Centro de Mexico en la Cd. De San Luis Potosi.

Es importante hacer hincapié, que en la mayoría de los eventos y reuniones que hemos realizado, nuestros temas más importantes son la promoción del Puente Internacional de Pharr, los parques industriales incluyendo el de perecederos con que cuenta Pharr, así como las distancias más cortas del centro y sur de México a la frontera sur de EEUU a través del Puente de Pharr, su infraestructura, sus ventajas de logística y los tiempos de cruce, su cercanía con dos aeropuertos internacionales, sus cuotas más económicas en cruces de puentes internacionales de todo Texas, sus instalaciones con espacios refrigerados para su inspección rápida, así como todos los servicios de apoyo que se prestan . Incluyendo la situación geográfica del nacimiento de la carretera I-69 que nace en Pharr y se une por todo el Este de Norteamérica para desembocar en Detroit, Michigan y cruza a Canadá hasta llegar a la Cd. de Quebec.

A raíz del inicio y apertura del Puente Baluarte y la nueva Supervisa 40 Mazatlán-Reynosa- Pharr –Matamoros, realizamos el Hermanamiento con la Cd. de Mazatlán Sinaloa, con muy Buenos resultados, del cual hemos sostenido reuniones de trabajo para promocionar la nueva ruta de perecederos y de mercancías procedentes del Puerto de Mazatlán y del Estado de Sinaloa hacia nuestro Puente Comercial de Pharr.

ACTIVIDADES REALIZADAS DE MANERA CRONOLOGICA:

- Reunión en la Cd. de México con el Presidente de CANACAR, Sr Roberto Diaz, y sus integrantes de la Cámara Nacional del transporte para dar a conocer nuestras instalaciones y posicionamiento del Puente Intl de Pharr.
- Con el interés de agilizar el tránsito fronterizo del Puente de Pharr-Reynosa la delegación de Pharr sostuvimos una reunión en México con Administrador general de Aduanas, Alejandro Chacón Dominguez, con muy buenos resultados
- Ya que enviaron a Reynosa a su director de operaciones para hacer las ampliaciones requeridas en aduanas del lado mexicano.
- Reunion con el Subsecretario de Transporte de la Secretaria de comunicaciones y transporte, Dr. Carlos Almada, para darles a conocer las necesidades en materia de Transporte y Carreteras que involucran al Puente de Pharr.
- Reunion con el Sr. Elias Dip Rame, Presidente de la Confederacion del Transporte de Mexico CONATRAM, que tiene mas de 100,000 miembros del transporte afiliados a dicha Organizacion. Posteriormente nos visito en Pharr ,conjuntamente con sus afiliados transportistas de Reynosa y Matamoros para conocer las instalaciones del Puente de Pharr y posteriormente en Sesión de Cabildo de la Ciudad de Pharr se le entrego el Reconocimiento de “Ciudadano Distinguido”.
- Celebramos un convenio de colaboracion con la Universidad Autónoma de San Luis Potosí para promover el Puente Internacional Pharr-Reynosa.
- Comparecencia ante la Directora para America del Norte de la sec. de rel ext. lic. Ma. Luis Fajer. La Cual esta directamente involucrada y es la representante de los asuntos fronterizos de Mexico, que tambien ya visito nuestro Puente de Pharr.
- Se visito en dos ocasiones a la Ciudad de Colima del estado de Nayarit, para abrir nuevos mercados de Perecederos (Produce) exportables hacia el Puente de Pharr, los productos mas Fuertes son el Mango, limon y guayaba, por lo cual estuve con el Presidente de los productores de mango y frutas de Nayarit en diversas ocasiones y estarn visitando Pharr en un futuro inmediato, tambien se visito a la Presidenta municipal de Compostela, Nayarit ,Sra Alicia Monroy Lizola, ya que desea hermanarse con la Cd. De Pharr por su gran produccion Agricola exportable, estar visitandonos tambien .
- Estuvimos presentes una Delegacion de Pharr, para asistir al Congreso internacional de Ciudades Hermanas que se realice en Septiembre del 2014 en San Luis Potosí.
- Sostuvimos reuniones en San Luis Potosi en el Congreso con el Sr. Gobernador del estado de San Luis Potosi, Dr. Fernando Toranzo y tambien con el Presidente Municipal de la Cd. Hna. De San Luis Potosi, Lic. Mario Garcia Valdez.
- En dichos eventos se promociono nuestra Ciudad de Pharr y Su Puente Intl.
- Tuvimos varias Reuniones Preparatorias con los representantes de la Cd.Hermana De Aguascalientes para buscar la Promocion de ambas Ciudades Hermanas, ya que Aguascalientes es muy importante su Industria Automotriz y Textilera . pronto nos visitara su Pte. Mpal. Enrique martin del Campo.
- Hemos estado en tres ocasiones visitando a los Productores exportadores de Perecederos de Culiacan y varias Ciudades del Estado de Culiacan, por mencionar algunas empresas: Del Cam,po, Rene Produce, Pony, Farmers Best.En dicha

ocasion estuvimos tambien con el Sr. de Desarrollo economico del Estado y con el sr. Gobernador Mario Lopez Valdez.

Asistimos al Encuentro de Gobernadores del Corredor Economico del Norte, el cual se reune periodicamente para trabajar , construyendo acuerdos y alianzas para fomentar el desarrollo del norte de Mexico, en la cual estan involucradas las Entidades de Tamaulipas, Nuevo Leon, Coahuila, Durango, Zacatecas y Sinaloa, tambien Chihuahua y Sonora.

- Dentro de las responsabilidades que tenemos, estamos asistiendo en representacion de la ciudad de Pharr a los diferentes compromisos que adquirimos con Nuestras Ciudades Hermanas.
- Como datos importantes les comento la participacion y asistencia a los eventos varios de conmemoracion, foros, celebraciones y trabajos de promocion y fomento de nuestras ciudades hermanas las cuales muchas de ellas tienen grandes parques industriales y sectores agricolas productores susceptibles de exportacion a Mexico.

De las 27 Ciudades Hermanas que tiene Pharr, menciono a las que he asistido representando a Pharr y su Puente internacional Pharr-Reynosa en las fechas de Junio del 2014 a Marzo del 2015.

- Aguascalientes, Aguascalientes.
- Mazatlan, Sin.
- Reynosa, Tamps.
- Dolores Hgo, C.I.N., Gto.
- San Jose Iturbide, Gto.
- Tierra Blanca, Gto.
- San Luis Potosi, S.L.P.
- Linares, N.L.
- San Luis de la Paz, Gto.
- Sta. Maria del Rio, S.L.P.
- Can Cun, Q.R.
- Cd. Valles. S.L.P.
- Metepec, Edo. De Mex.
- Matehuala, S.L.P.

Ademas, he asistido a reuniones preparatorias para hermanarse con las siguientes Ciudades: Queretaro y Corregidora, Qro., Leon, Guanajuato, Guadalajara Jalisco, Cd. Victoria, Tamaulipas y Toluca, Edo. De Mexico.

De las ultimas reuniones que hemos sostenido en Pharr, Texas es importante mencionar la visita de la Diputada federal Consuelo Arguelles Loya, quien consiguio recursos federales por un monto de 60 millones de pesos para Reynosa, de los cuales 20 millones seran destinados a la pavimentacion de las calles que conectan al Puente Intl de Pharr-Reynosa en el Lado mexicano, tambien estamos en agenda para visitar a la Dip. Arguelles en la Cd. De Mexico en los dias de mayo con una reunion con la H. Comision

de Comunicaciones y transportes del Congreso de la Union. Para obtener mas presupuesto y recursos para beneficio del Puente.

Hace unas semanas , agendamos la Visita del Srio. De Turismo del Estado de Sinaloa, Dr. Frank Cordova, quien vino a ofrecernos la oportunidad de trabajar conjuntamente con la promocion de la nueva ruta 40 Pharr-Reynosa-Pharr, el tiene un presupuesto de apertura para la promocion de 8 millones de pesos, y a su vez estaremos en un futuro proximo en reunion con ellos en la Cd. Hna de Mazatlan para hacer sinergia de trabajo conjunto para promover el Corredor economico del Norte y Ambas Ciudades Hermanas de Mazatlan y Pharr, TX.

Asimismo, se le otorgo en una ceremonia en la sesion de Cabildo de la Cd. De Pharr, Tx. La preseas de "ciudadano distinguido"

Por ultimo, quiero expresarles, que el dia 17 -19 de marzo tendremos 2 importantes reuniones con las Asociaciones de industrials exportadores de la Industria automotriz, del cuero y Textil de Guanajuato, y tambien con la Asociacion y confederacion de Exportadores de Perecederos con la Asistencia de 60 Empresarios en cada Reunion . Etsa reuniones las sostendremos el Sr. Fred Brouwen, director de operacuiones del Puente Internacional de Pharr y su servidor , Rep. de Pharr en Mexico. Todo lo anterior , en base a un programa que se me asigno por parte de la Cd. De Pharr para asistir a 16 Estados de Mexico con susceptibilidades de exporter e importer via Puente Intl Pharr-Reynosa y del cual les anexo una copia de un oficio de los 16 ,como ejemplo.

Agradezco, como siempre todas sus atenciones que mehan brindado, y por este conducto les envoi un afectuoso saludo,

Atentamente



Lic. Roberto Leal Fovias.

Rep. de la Cd. De Pharr, Tx. Y su Puente Intemacional Pharr-Reynosa en Mexico.

-
-
-



"Triple Crown City"



MAYOR
Leo "Polo" Palacios, Jr.

COMMISSIONERS
Arturo J. Cortez
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Aguiles "Jimmy" Garza
Adan Farias
CITY MANAGER
Fred Sandoval

8 de abril de 2014

Asociación de Agricultores y Empresarios
Exportadores del Estado de Zacatecas

PRESENTE

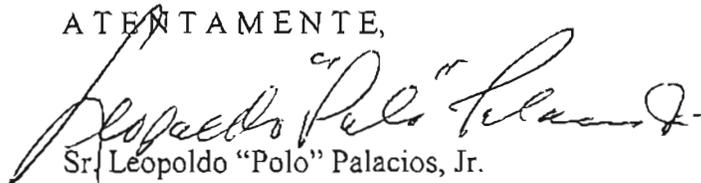
Estimados Sres.:

Con el presente, con mucho agrado me permito invitarlos cordialmente a visitar nuestra ciudad de Pharr, Texas y su Puente Internacional Comercial Pharr-Reynosa.

El Sr. Lic. Roberto Leal Tovias, representante de la Ciudad de Pharr, Texas en México, les hará previo a su visita una exposición de la logística actual, derivada de las nuevas carreteras y autopistas de México. Además de presentarles las ventajas de las distancias más cortas a nuestro puente internacional, les explicara las bondades de invertir en nuestros parques industriales y de percederos de la localidad de Pharr, Texas.

Esperando contar con su valiosa presencia en un futuro próximo, por este conducto les enviamos un afectuoso saludo.

ATENTAMENTE,


Sr. Leopoldo "Polo" Palacios, Jr.
Mayor de la Cd. De Pharr, Texas

Ccp: Sr. Gobernador y Alcaldes del Estado



Ezequiel Ordonez Aninos
Pharr Bridge Liaison

First Quarterly Liaison Bridge Report

Mr. Ezequiel Ordonez
LIAISON IN TAMAUlipAS

ezequiel.bridgepharr@gmail.com

OCTOBER - DECEMBER 2014



A.



A. Attended **Matamoros Industrial Supplier Expo 2014** with State of Tamaulipas Government – Matamoros, Tamps. Mex.

B.



B. Attended **Foro Internacional INDEX Reynosa 2014**, manufacturing event with individual companies – Reynosa, Tamps. Mex.

C.



C. Attended and participated in a **National Congress with the Produce Association of Sinaloa AHMPAC** – Los Cabos, Baja California, Mex.



Pharr International Bridge representatives attend the **2014 NASCO Conference in Mexico City.**

Organizations from across the world come together to learn more about the benefits of investing more time in logistics and supply chain developments.





A.



B.



C.



A. Participated in a **Trade Mission to the City of Queretaro, Qro. Mex.**, with agricultural companies and the state government – Queretaro, Qro. Mex.

B. Visited and toured **AgroPark**, an **agro-industrial park** for high-tech green house clusters, designed as an integral solutions initiative – Queretaro, Qro. Mex.

C. **The Texas International Produce Association (TIPA)** announced plans to host the inaugural **VIVA Fresh Conference & Expo**, March 26-28, 2015 – Austin, Texas.



Pharr International Bridge attended the **12th Annual T21 Transport & Logistics Meeting** “1999 – 2014: What Transport Has Taken and the Logistics That are Forth coming”.

The focus was on analyzing all the concepts and strategies in the industry and the economy that have materialized.





A.



A. Attended the **South Texas Manufacturers Association (STMA)** monthly meeting to discuss Economic and Industrial Development News.

B.



B. Attended a **bi-national planning meeting with bridge staff, Pharr Police and Policia Federal Preventiva (PFP)** for safe-keeping of the Pharr International Bridge including all roads and access points leading to the bridge on Mexico's side.

C.



C. Attended meeting with **PROVEESA, a phytosanitary treatment & insecticide company** that is managing the distribution, the storage and marketing of all kinds of agricultural supplies.



The Pharr International Bridge attended the **San Luis Potosi University's "Week of Commerce & Produce"**, where we presented our advantages in logistics and international trade to the local student body – San Luis Potosi, SLP, Mex.





A.



A. Attended meeting in Ciudad Victoria, with the **State of Tamaulipas Government and the Department of Public Works & Planning**, to discuss infrastructure/access projects on Mexico's side – Cd. Victoria, Tamps. Mex.

B.



B. Attended meeting in Mission, with **Mr. Lucky Fresh, a produce company from Guanajuato**, where fresh produce is grown and harvested. Discussed strict food safety program that ranges from field, processing and distribution – Mission, Texas.

C.



C. Attended the **Agriculture & Livestock Committee** Hearing and Tour – Pharr POE and McAllen, Texas.



A.



A. Attended **Mexico's Industrial & Logistics Location Summit in Mexico City**. Learned about how to analyze the total cost of manufacturing in the different regions of Mexico, including labor, management, engineering and logistics specific costs – Mexico City, D.F., Mex.

B.



B. Attended meeting in Reynosa, with the **State of Tamaulipas Government and the Federal Government's Department of Public Works & Planning**, as well as **Federal Customs (SAT)** to discuss infrastructure/access projects on Mexico's side – Reynosa, Tamps. Mex.

C.



C. Attended **Index Reynosa Golf Tournament 2014** – McAllen, Texas.



Hosted **Michoacan Commercial Mission** to Pharr with producers and exporters of avocados and peppers, along with a **produce group from Guanajuato**. Visited with Promexico and the Consulate of Mexico in McAllen at Tierra del Sol.



Pharr International Bridge 20th Anniversary Celebration Kick-Off Reception at Tierra del Sol.



A.



A. Attended meeting in Reynosa, with the **Federal Roads & Bridges Administration (CAPUFE)**, a **decentralized body of the Federal Government**, to discuss access projects and construction on Mexico's side – Reynosa, Tamps. Mex.

B.



B. Attended meeting in Pharr, with **Representatives from the State of Nuevo Leon**, including a prospect company from Monterrey with plans to develop a full-service truck stop across the Pharr Bridge in Reynosa – Pharr, Texas.

C.

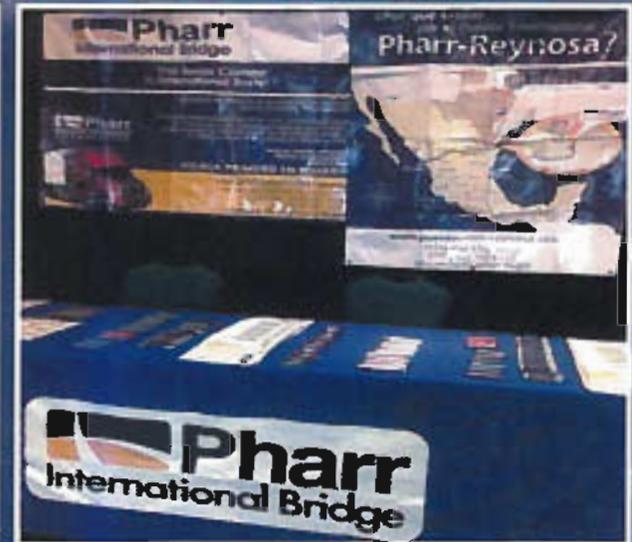


C. Pharr representatives visited **truck company and cold storage facilities in San Luis Potosi** – San Luis Potosi, SLP, Mex.



Participated in the **5th Bi-Annual Border-to-Border Transportation Conference**, hosted by the Hidalgo County Metropolitan Planning Organization (HCMPO).

As part of the bi-annual conference, Pharr Bridge staff offered a tour of the bridge facilities to highlight key infrastructure planning initiatives between the U.S. and Mexico.





A.



A. Attended the **“How to Export to the Countries of the Pacific Alliance Seminar”** in Monterrey, which covered topics dealing with Logistics from the Pacific Coast of Mexico to the Gulf of Mexico. The event was organized by DHL for Promexico – Monterrey, N.L. Mex.

B.



B. Attended the **Medical Tourism Global Business Summit in Reynosa**, which was organized by the State of Tamaulipas Government. – Reynosa, Tamps. Mex.

C.



C. Attended the **International Inspection Point on Health Conference**, organized by the AIPA and SALSA Group, as well as the Federal Government Agencies, Senacica and SAGARPA – Reynosa, Tamps. Mex.

The Governor of the State of Tamaulipas, Egidio Torre Cantú, gave the 4th State of the Government Report last Sunday at the city's Parque Cultural (Conference Center) in Reynosa.

Torre Cantú went into detail, explaining complete projects in the State of Tamaulipas for the last four years, highlighting main achievements in infrastructure, economic development and quality of life that make the state sustainable and competitive.





Ezequiel Ordóñez Anímas
Pharr Bridge Liaison

First Quarterly Liaison Bridge Report

Mr. Ezequiel Ordóñez
LIAISON IN TAMAUlipAS

ezequiel.bridgepharr@gmail.com

OCTOBER - DECEMBER 2014



Second Quarterly Liaison Bridge Report

Mr. Ezequiel Ordonez
LIAISON IN TAMAULIPAS

JAN - MARCH 2015



Planned and coordinated meeting Pharr International Bridge representatives and Liaison attend Cluster Transportation and Logistic Association of Nuevo Leon , MX



Cluster Transportation and Logistic of Nuevo Leon State



MARCH 2015

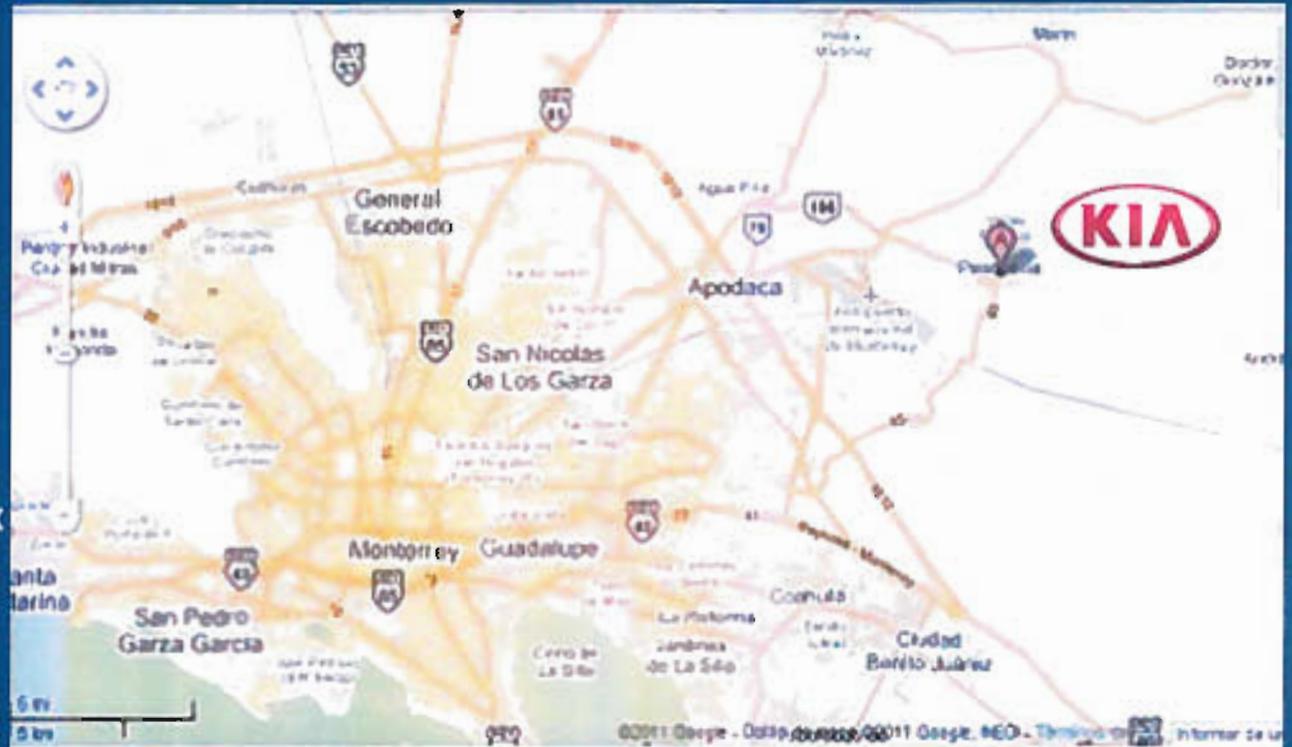




Planned and coordinated meeting Pharr International Bridge representatives and Liaison attend Pesquerias City, Nuevo Leon , MX , through Economic Development of Pesquerias link with Kia Motors.



Pesquerias of Nuevo Leon Mx





Planned and coordinated meeting Pharr International Bridge representatives and Liaison attend Government State of Nuevo Leon , MX , through Economic Development of State and Investment Promotion link with Kia Motors,.



Government State of Nuevo Leon Mx



SINALOA ENCANTA 2015, 12nd MARCH

<http://vimeo.com/104133590>





Pharr, TX, Planned and coordinated meeting Pharr International Bridge representatives and Liaison attended TXDoT representatives from Austin, TX.



TXDoT: Jorge Garces invited us to give a presentation at TX-NM BBBXG will be held at the Texas Department of Transportation



Pharr, TX; coordinated meeting Pharr International Bridge representatives and Liaison attend Representatives from State of Sinaloa



Secretary of Tourism of State Government of Sinaloa, MX



Monterrey, NL MX. The industrial sector of the northern region, which accounts for an important part of the industry, is destined to be the growth engine in the country.

EXPO MANUFACTURA™ 2015 of Nuevo Leon , MX



Expo Manufactura of Nuevo Leon State



Planned and coordinated meeting Pharr International Bridge representatives and Liaison attend CAPUFE Regional Representative, issue about keeping up the bridge.



Caminos y Puentes Federales de Ingresos y Servicios Conexos (CAPUFE)



EXPO AGRO TECNOLOGICA 2015, Jalisco MX
Guadalajara, Jal State of Jalisco and Mexican Association for the Development
of Agricultural Community, AC



MARCH 2015





Planned and coordinated meeting Pharr International Bridge representatives and Liaison attended TXDoT Meeting for issues about Gate to gate inside of POE.



MARCH 2015





Planned and coordinated meeting Pharr International Bridge representatives and Liaison attend Holiday Inn Reynosa Zona Dorada with Pepe Elias Leal, Index Reynosa, New President.



MARCH 2015



Estados Unidos Unidos
Pharr International Bridge

Pharr International Bridge host the first maquila working group meeting with CBP, major transportation companies, maquila consultants, and general managers.



MARCH 2015





 **Pharr**
International Bridge



 Pharr
Economic Development
Corporation



Ezequiel Ordonez Animas
Pharr Bridge Liaison

2ND Quarterly Liaison Bridge Report

Mr. Ezequiel Ordonez
LIAISON IN TAMAUlipAS

MARCH 2015

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, MARCH 3, 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, March 3, 2015 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Leopoldo Palacios Jr.
Mayor Pro-Tem Adan Farias
Comm. Roberto Carrillo
Comm. Oscar Elizondo, Jr.
Comm. Edmund Maldonado, Jr.
Comm. Aquiles Garza

BOARD OF COMMISSIONERS ABSENT: Comm. Arturo Cortez

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.
Raul Garza, Admin. Services Director
Gary Rodriguez, Public Information Officer
Jason Arms, I.T. Director
Roel Garza, Athletics Director
Roy S. Garcia, Boggus Ford Events Center
Sergio Contreras, External Affairs Dir.

**CITY ATTORNEY
CITY ENGINEER**

Michael Pruneda, City Attorney
Bill Ueckert, City Engineer

ITEM 1 CALL TO ORDER:

Mayor Palacios called the meeting to order at 5:15 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 **moved** to excuse Comm. Cortez for being absent. Comm. Garza seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE / INVOCATION

Gary Rodriguez led in the pledge of allegiance and Police Chief Ruben Villegas said the prayer.

ITEM 2 PROCLAMATIONS:

A) PRESENTATION OF PROCLAMATION PROCLAIMING APRIL 7, 2015 AS NATIONAL SERVICE RECOGNITION DAY

Mayor Palacios read proclamation proclaiming April 7, 2015 as National Service Recognition Day and presented proclamation to Juan Cedillo.

Juan Cedillo, Hidalgo County Community Service Agency, thanked the Board for the proclamation and extended an invitation to attend their recognition banquet on Wednesday, March 11, 2015 at 10:00 a.m. at Regency Hall.

ITEM 3 CITY MANAGER'S REPORTS:

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

Mayor Palacios introduced the item.

Fred Sandoval, City Manager, stated the City Engineer was present and any questions on projects could be entertained at this time. There being no questions, Mr. Sandoval called upon Frank Marin to report on the upcoming 5K run/walk.

Frank Marin, Parks and Recreation Director, extended an invitation to all to attend and participate in their 9th Annual 5K St. Patrick's Day Run/Walk scheduled for Saturday, March 14th, 2015. He stated the event was for the entire family with music and entertainment and registrations were being done on-line and at the Parks and Recreation office.

Fred Sandoval, City Manager, reported the next City Hall on Call and Operation Clean Sweep were scheduled for Friday, March 20th and Saturday March 21st, 2015 at the Boggus Ford Events Center.

Sergio Contreras, External Affairs Director, provided a brief update on HB 1887 filed by State Representative Sergio Munoz, Jr. He stated the bill would establish a regional center for public safety excellence in the Rio Grande Valley and would be working closely with Representative Munoz, Senator Eddie Lucio, and Senator Juan

Hinojosa to obtain funding to expand it into a full operational regional training center. He further reported HB 2030 was also filed by State Representative Sergio Munoz, Jr. and it relates to the oversight of the state border security activities. He stated this bill provides and assures that there is an assessment on performance reporting requirements and allocation of state agency funding for the state border security activities. Mr. Contreras further reported a land port of entry appreciation event will be hosted by Pharr Economic Development Corporation on April 15, 2015 for U.S. Customs and Border Protection partners, USDA and all agencies that manage the ports of entry in south Texas. He also reported the Pharr-Reynosa International Bridge accounts for approximately 60% of all fresh products that come into Texas from Mexico.

Comm. Garza asked about the HB 979 filed by State Representative Bobby Guerra concerning wait times.

Sergio Contreras, External Affairs Director, reported the bill was jointly filed by Representative Sergio Munoz, Jr. and Representative Bobby Guerra and stated it relates to a grant program to reduce wait times for agricultural inspections of vehicles at ports of entry along the Texas-Mexico border. He stated currently the bridges entomologists and personnel monitoring and inspecting all produce engage with non-profit organizations to help offset overtime. He stated this bill would establish a state funded program with a biennium of eight million dollars to help pay for the over-time.

Fred Sandoval, City Manager, called upon Police Chief Villescas for a report on the proposed First Offender Program.

Ruben Villescas, Police Chief, briefly went over the First Offender Program. He stated the program was ready to be launched and introduced his staff.

Robert Garcia thanked the Board for the opportunity and introduced Marisa Lara and Officer Gilbert Garza. Marisa Lara, Director of the Program, gave a power point presentation and explained the First Offender Program is a skills education program designed to divert juvenile first time offenders from the juvenile justice system and to allow the youth an opportunity to erase their arrest record. She further thanked the Board of the opportunity.

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 February 17, 2015 – REGULAR CALLED MEETING

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

PUBLIC HEARING

1. Pizza Properties, Inc., d/b/a Peter Piper Pizza #63, requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, 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, requested renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 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, requested renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, 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, requested 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. requested 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, requested 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, requested 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, requested 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.

9. Quintanilla, Headley And Associates, Inc. representing Hector Guerra Jr., Member, Tanzania Investments LLC, requested 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, requested 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.

Fred Sandoval, City Manager, introduced items 4A through 4B (10) and stated one person had signed up to speak.

Mayor Palacios opened the public hearing and called upon Kenneth Fletcher.

Kenneth Fletcher, representing petitioners group, wanted to make the Commission aware that they live in a heavy commercial zone and their quality of life has been affected and it is a private and public health nuisance. He welcomed Magic Valley for coming into Pharr but stated they would like be locating near to residential areas and believes the property could be used for a more profitable use. He suggested that Magic Valley operate longer hours or open on weekends and hire additional staff due to the amount of customers they have.

There being no other public comments, the public hearing was closed.

Comm. Carrillo **moved** to approve items 4A through 4B (10) under the consent agenda. Comm. Farias seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2015-07 is filed with the City Clerk's Office.

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

ITEM 8 **CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT WILL MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 4 – 7**

Mayor Palacios stated the time being 5:53 p.m.; the Board of Commissioners would be entering a closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 9 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN EXECUTIVE SESSION

Mayor Palacios stated the time being 6:51 pm; the board had completed its closed session and would be resuming the open meeting.

REGULAR AGENDA – OPEN SESSION:

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 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.

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 staff recommended the item be tabled.

Comm. Carrillo **moved** to table the item. Comm. Maldonado 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 third and final reading of the ordinance and recommended approval subject to a minor change as recommended by legal.

Mayor Palacios asked what the change was. Michael Pruneda, City Attorney, stated he would be adding the words “applicable” and “may be applicable” to item 2C (6).

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

Ordinance No. O-2015-08 is filed with the City Clerk’s Office.

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 recommended no action be taken at this time.

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

Fred Sandoval, City Manager, introduced the item and briefly stated the CPI rate increase was a contractual obligation with Waste Management and recommended approval.

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

Ordinance No. O-2015-09 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2014-48 (RENTAL FEES BOGGUS FORD EVENTS CENTER FACILITY)

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

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

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

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.

Resolution No. R-2015-12 is filed with the City Clerk's Office.

ITEM 6 ADMINISTRATIVE:

**A) CONSIDERATION AND ACTION, IF ANY, ON NOMINATIONS TO THE
2015 RIO GRANDE VALLEY WALK OF FAME**

Fred Sandoval, City Manager, introduced the item.

Mayor Palacios moved to nominate Oscar Elizondo, Jr. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

**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**

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.

Mayor Palacios extended an invitation to everyone to attend.

**C) CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR
CAPITAL LEASE FINANCING**

Fred Sandoval, City Manager, introduced the item and stated bids had been received and reviewed by the Chief Financial Officer and recommended the bid be awarded to BB&T.

Comm. Carrillo moved to award bid to BB&T. Comm. Garza seconded the motion and when put to a vote, it carried unanimously.

**D) CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR EGLY
& SUGAR DRAINAGE DETENTION POND OFFSITE IMPROVEMENTS
PROJECT**

Fred Sandoval, City Manager, introduced the item and recommended the bid be awarded to Garco Industries.

Comm. Elizondo moved to award bid to Garco Industries. Comm. Maldonado seconded the motion.

Comm. Farias asked for a timeline on the project. Bill Ueckert, City Engineer, stated this was a 180-day contract for project completion.

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

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

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

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

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

Fred Sandoval, City Manager, introduced the item and stated this sponsorship has been done before and was being requested by Tim Smith from KRGV Channel 5 News. He stated this has been a very successful event for children but the date was still pending and recommended approval.

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

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

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

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

ITEM 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

Fred Sandoval, City Manager, introduced the item and stated this was a contingency based application for the produce terminal and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENT WITH GSIS FOR GENERAL CONSULTING SERVICES

Fred Sandoval, City Manager, introduced the item and recommended approval subject to the terms discussed to the end of the fiscal year.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING NEGOTIATION AND EXECUTION OF PROFESSIONAL SERVICE CONCESSIONAIRE AGREEMENT FOR CITY VENUES

Fred Sandoval, City Manager, introduced the item and called upon Rogelio Garcia.

Rogelio Garcia, Boggus Ford Events Center, stated he had looked into the application and found out it would result in a 100% liability to the city. Therefore, he did not recommend the city take over the concessionaire. He stated there were several local restaurants and concessionaires that had contacted him about the concessionaire services.

Fred Sandoval, City Manager, asked for the cost and staff needed to run the concessionaire.

Rogelio Garcia, Boggus Ford Events Center, stated currently there were fifteen (15) part-time employees and one (1) full-time manager.

Comm. Elizondo asked for clarification on the legal liability. Rogelio Garcia stated he had compared the concessionaire with other venues around the McAllen-Pharr area and some of the legal issues were happening after hours. He explained the current concessionaire has a license where in the event any issues occur, the legal issues go to them and not the city.

After some discussion concerning liability issues, possible umbrella policy insurance, and continuing to contract out the concessionaire, Fred Sandoval, City Manager, recommended no action be taken at this time.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING NEGOTIATION AND EXECUTION OF 380 INCENTIVE PROGRAM AGREEMENT WITH MCALLEN LEVCAL, LLC

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

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING NEGOTIATION AND EXECUTION OF LEGAL SERVICES ENGAGEMENT AGREEMENT WITH KETTERMAN ROWLAND & WESTLUND (TML CLAIM NO. 1300202438)

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.

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

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

Roy Garcia, Public Works Director, stated Owassa Road would be reconstructed using full depth reclamation from Sugar Road to approximately 500 feet east of Jackson Road. He stated this road was on the MPO's list for expansion and was a temporary measure to fix that portion of the road which has a lot of potholes paid at 100% by the county.

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

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

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

Comm. Elizondo **moved** to approve. 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. Carrillo **moved** to adjourn. Comm. Maldonado seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 7:13 p.m.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR.
MAYOR

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

ON THIS THE 3RD DAY OF MARCH, 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:



AGENDA ITEM REQUEST

MEETING DATE: 3/17/15

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

AGENDA ITEM: Adoption of Other Post-Employment Benefit Program Investment Policy

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Resolution

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: Juan G. Guerra DATE: 3/6/15

APPROVAL:

DEPT. HEAD:  DATE: 3/9/15

ASSISTANT CITY MANAGER:  DATE: 3/9/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Approval of resolution to adopt updated Other Post-Employment Benefit Program Investment Policy.

STATE OF TEXAS §
HIDALGO COUNTY § RESOLUTION NO. R-2015-
CITY OF PHARR §

WHEREAS, the City of Pharr Post Employment Benefit Plan (the "Plan"), a retirement plan qualified under Internal Revenue Code Section 115, provides retirement benefits to be eligible employees of the City of Pharr; and

WHEREAS, the City Commission is responsible for overseeing and monitoring the investment of the Plans' assets, with the guidance of the City's Finance Director; and

WHEREAS, the Post Employment Benefit Plan of the City of Pharr is in compliance with the Investment Policy Statement.

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

SECTION 1: That the City of Pharr Post Employment Benefit Plan, attached hereto as Exhibit "A" and made a part hereof for all legal purposes, provides a source of retirement income to employees from accumulated contributions and investment returns.

SECTION 2: That the City Manager and Finance Director of the City of Pharr are authorized to provide such plan.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS this 17th day of March 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

Hilda Pedraza, City Clerk

City of Pharr

**OTHER POST-EMPLOYMENT
BENEFIT TRUST FUND
INVESTMENT POLICY**

MARCH 2015

Table of Contents

Section 1 — INTRODUCTION

Section 2 — PURPOSE

Section 3 — INVESTMENT POLICY AND SELECTION

SECTION 4 — INVESTMENT GUIDELINES FOR ASSET MANAGEMENT

Section 5 — INVESTMENT OPTIONS

Section 7 — PERFORMANCE EVALUATION

Section 8 — DEFINITIONS

Section 1 — INTRODUCTION

The City of Pharr Post Employment Benefit Plan (the “Plan”), a retirement plan qualified under Internal Revenue Code Section 115, provides retirement benefits to eligible employees of City of Pharr.

The assets of the Plan are held in a tax-exempt trust for the benefit of the Plans’ participants and beneficiaries. The objective of the Plan is to provide employees with a source of retirement income from accumulated contributions and investment returns.

The Pension Plan City Investment Officers (the “City Investment Officers”) is responsible for overseeing and monitoring the investment of the Plans’ assets. It will generally be responsible for:

- A. Promulgating the Plans’ Investment Policy Statement.
- B. Selecting the investment funds in which the Plans’ assets will be invested and/or the investment managers who will be responsible for investing the Plans’ assets.
- C. Reviewing and making changes in the investment funds and/or investment managers for compliance with the Investment Policy Statement.
- D. Making revisions to the Investment Policy Statement to reflect changing conditions within the Plans or the investment environment or to make it more effective.

The City Investment Officers is authorized to retain professional investment advisory services to provide advice with respect to the investment and monitoring of the Plans’ assets under the guidance of the City Investment Officers.

This Investment Policy Statement is intended to set forth the general policies that the City Investment Officers will apply in selecting, monitoring and modifying the investments and/or investment managers for the Plans. While the City Investment Officers intends for this Investment Policy Statement to assist the City Investment Officers in satisfying its fiduciary duties and in making prudent investment decisions, no investment results or performance is, or can be, guaranteed; and no such guarantee is intended.

Section 2 — **PURPOSE**

This Investment Policy Statement contains guidelines regarding the investment of the assets held in trust for the Plan to assist the members of the City Investment Officers in effectively selecting, monitoring and evaluating the investments and/or investment managers for the Plan.

The purposes of this Investment Policy Statement are to:

- A. Set forth the investment objectives, policies and guidelines, which the City Investment Officers judges to be appropriate and prudent, in consideration of the needs of the Plan.
- B. Establish the criteria against which the investments and/or the investment management organizations selected by City Investment Officers are to be measured.
- C. Set forth the target asset mix for the investment of the Plans' assets.
- D. Serve as a review document to guide the City Investment Officers' ongoing oversight of the investment of the Plans' assets.

Section 3 — INVESTMENT OBJECTIVES

It is the intention of the City Investment Officers to build and maintain the Plans' trust through employer contributions that satisfy legal requirements and investment returns. The City Investment Officers expects that the amount of investment income plus capital appreciation from the Plans' trust combined with contributions to the trust will exceed the amount of pension payments. Over shorter periods, City Investment Officers understands that at times investment income plus capital appreciation plus contributions to the trust may, in total, be less than the amount of pension payments.

Because of the long-term nature of the Plans' obligations, City Investment Officers' intent is to consider the following goals in managing the trust:

- A. Long-term (*i.e.*, five years and more) performance objectives;
- B. Maintenance of cash reserves sufficient to pay benefits under the Plan; and
- C. Achievement of the highest long-term rate of return practicable without taking excessive risk that could jeopardize the Plans' funding policy or subject the Plans' sponsors to undue funding volatility. **Due to the long-term nature of this investment, the standard risk of safety over liquidity and return will be adjusted to be balances over safety and return.**

The specific investment performance objective is for the trust to achieve a rate of investment return over any five-year period that both:

- A. Meets or exceeds the Plans' actuarial interest rate assumption,
- B. Exceeds the return of the following custom market index: 2% cash, 30% S&P 500, 5% Russell 2000 index, 5% Russell Midcap index, 15% EAFE index, and 43% Barclays Capital Aggregate Bond index.

In carrying out the foregoing policy and objectives, the trust will be invested in accordance with the guidelines set forth in Section 4.

Section 4 — INVESTMENT GUIDELINES FOR ASSET MANAGEMENT

The assets of the Plans will be invested in a manner consistent with generally accepted standards of fiduciary responsibility. City Investment Officers will act with the care, skill, prudence and diligence under the prevailing circumstances that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The City Investment Officers will discharge its duties with respect to the investment of the trust solely in the interest of the participants and beneficiaries of the Plan.

The City Investment Officers will select appropriate investment alternatives using the following criteria:

- A. The City Investment Officers may select investment managers from one or more of the following:
 - 1) Mutual fund management companies;
 - 2) Banks;
 - 3) Registered investment advisory firms; and
 - 4) Insurance companies.
- B. Each investment manager must clearly articulate for the City Investment Officers the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- C. Each investment manager must be able to provide for the City Investment Officers historical quarterly performance numbers calculated on a time-weighted basis and reported net of all fees.
- D. Each investment manager must provide for the City Investment Officers volatility measurements so that an appropriate risk/return profile can be evaluated.
- E. Each investment manager must be able to provide for City Investment Officers information on its history, key personnel, fee schedules and expenses, and current investment exposure.
- F. A City of Pharr designated Investment Officer may change the Target Allocation and ranges and shall report any change to the City Commission

The City Investment Officers recognizes that the trust's long-term investment performance will be greatly affected by the mix of the asset

classes in which it is invested; accordingly, because of the policy and objectives stated in Section 3, the trust's asset allocation will favor equity investments.

Specifically, the City Investment Officers has identified the following asset classes to be appropriate for investment by the trust. In addition, the City Investment Officers has defined the following ranges to be used as parameters of investment percentages the Plans' assets:

	<i>RANGE</i>		
	<i>MINIMUM</i>	<i>MAXIMUM</i>	<i>TARGET</i>
Fixed Income Assets:	38%	48%	43%
Large cap	25%	35%	30%
Mid cap	0%	10%	5%
Small cap	0%	10%	5%
International	10%	20%	15%
Cash/Money Market Assets	0%	7%	2%
Total			100%

Managers that manage a separate account for the trust shall have full discretion over portfolio investment decisions, subject to the following guidelines and restrictions. To the extent that commingled or mutual fund vehicles are utilized, the investment policies of those vehicles are the operative documents established herein:

- A. Investment managers will be delegated full discretion to exercise all voting rights including, but not limited to, voting proxies.
- B. For purposes of the foregoing, real estate, and securities convertible to common stock shall be classified as equity assets; money held by an insurance company in its general account shall be classified as fixed income assets

- C. Each investment manager will diversify each asset class appropriately and will seek to moderate volatility and risk as is appropriate for the asset class. The investment manager will not invest in commodities, private placements, or letter stock. The investment manager will not engage in non-covered short sales or margin trading. Transactions consisting of the purchase or sale of futures or options contracts may be permitted to the extent that they are used to diversify or equitize the portfolio and not used as speculative investments. Speculative investment in these derivatives is not permitted without the previous written approval of the City Investment Officers.
- D. The investment manager must ensure, to the extent practicable, that all equity transactions (whether agency or principal) are executed at competitive rates and all fixed income transactions are competitively bid and must explain in writing to the City Investment Officers the reasons for any unusually high transaction costs.
- E. The investment manager, when practicable, will disclose to the City Investment Officers any significant change in the investment manager's personnel, organization, ownership, or asset management policy or method.

***Section 5* — PERFORMANCE EVALUATION**

The investment performance of the individual investments and/or investment managers will be monitored quarterly and reviewed at least annually relative to the objectives and guidelines described herein. The investment performance evaluations may include performance analyses and comparisons with the appropriate indices and investment fund universes.

The City Investment Officers do not expect to respond to short-term investment developments, recognizing that the accumulation of value for eventual retirement benefit payout is generally a long-term objective and that investment competence must be measured over a complete market cycle. The City Investment Officers, nevertheless, may act on interim qualitative judgments. Qualitative factors which will be reviewed on an ongoing basis include any fundamental changes in a manager's investment philosophy, organizational structure, financial condition (including any significant changes in total assets under management), personnel and fee structure.

The City Investment Officers has established as one of its investment fund and/or investment manager selection criteria that, as a general proposition, over a complete market cycle, each of the Plans' investment funds and/or investment managers should typically rank in the upper half of the universe of all active investment funds and/or active managers in the same asset class with similar investment objectives.

Performance Review

The investment options will be reviewed at least annually. Among other things, the performance review of the investment options may include the following:

- A. The measurement of investment returns.
- B. A comparison of investment returns to their appropriate benchmarks.
- C. A ranking of investment returns within their appropriate universes.
- D. The measurement of risk.
- E. An assessment of each investment's adherence to the stated policies and objectives.

Termination of Investment Options

Reasons for considering replacing an investment and/or investment manager may include, but are not limited to:

- A. Significant under-performance relative to the appropriate benchmark.
- B. Significant under-performance relative to the appropriate universe average.
- C. Significant change in risk (increase or decrease).
- D. Change or loss of key personnel, relative to the significance of the particular investment.
- E. Significant increase or decrease in assets under management.
- F. A change in business practices.
- G. A change in investment style or discipline.
- H. Failure to alert the City Investment Officers to pertinent changes, lawsuits or regulatory violations.
- I. Investing in non-approved securities.
- J. Identification by the City Investment Officers of a more suitable investment option.
- K. City Investment Officers decision to change investment managers.

Other Review

The Investment Policy Statement will be reviewed at least annually to determine the continued appropriateness of the Investment Policy Statement in achieving the stated purpose. However, it is not expected that the Investment Policy Statement will change frequently. In particular, short-term changes in the financial markets will not require adjustments to the Investment Policy Statement.

A review of the program concerning the diversity of options, the use of the options, the growth of the program, and any strategic planning concerning demographics will also be conducted periodically. The City Investment Officers will receive a report on investment performance quarterly.

***Section 6* — INVESTMENT MANAGER SELECTION**

The assets of the Plan are invested under the supervision of the City Investment Officers. The City Investment Officers has chosen to select investment managers from the following asset classes. In addition the City Investment Officers has established an investment objective for each asset class and established appropriate benchmarks and universes to be used to evaluate the investment options.

The City Investment Officers understands that the indexes selected have no fees associated with their returns and the universe average is net of the fees of the underlying funds. The investment options are not required to exceed their benchmarks and universes every quarter, but are used as a basis for judging the appropriateness of the investment option selected over a full market cycle.

The asset class, objective, benchmark and comparative universe are outlined in Attachment A.

Section 7 — **DEFINITIONS**

The following terms will have the following meanings:

Investment Manager

“Investment manager” means the asset manager or managers expressly authorized and empowered to cause its portion of the trust to be invested and reinvested in its sole discretion (but governed by the provisions of this Investment Policy Statement) within the asset class or classes for which it is employed to manage.

Investment Return

“Investment return” means investment income and realized and unrealized gains and losses, all net of investment fees and expenses.

Market Cycle

For purposes of this Investment Policy Statement a “market cycle” will be defined as a market peak-to-trough-to-peak (or a trough-to-peak-to-trough).

Rate of Return

“Rate of return” means the annual rate of investment return.

Investment Officer

“Investment Officer” refers to the council or charter designated officials with the responsibility of investing City funds. Investment officers are required to meet educational requirements under the Public funds Investment Act.

Attachment A

A. Fixed Income Options

Asset Class	Objective	Benchmark	Universe
Cash/Cash Equivalents	The investment objective of the Cash Option is to provide capital preservation.	The 3-Month Treasury Bill is the benchmark.	N/A
Intermediate Bond	The investment objective of the Bond Option is to provide income with a minor focus on capital growth.	The Barclays Capital Aggregate Bond Index is the benchmark.	The Bond Option selected will be compared to a universe of Intermediate-Term Bond mutual funds.

B. Equity Options - Domestic

Asset Class	Objective	Benchmark	Universe
Large Capitalization Blend	The investment objective of the Stock Index option is to track the performance and risk of the Standard & Poor's 500 index.	The S&P 500 Index is the benchmark. The investment options will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Large Capitalization Blend mutual funds.
Mid Capitalization Blend Style	The investment objective of the Mid Capitalization Blend Option is to provide long-term growth of capital primarily using domestic mid capitalization securities with a blend of value and growth oriented styles of management.	The Russell Mid-cap Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Mid Capitalization Blend mutual funds.
Small Capitalization Blend Style	The investment objective of the Small Capitalization Blend Option is to provide long-term growth of capital primarily using domestic small-cap securities with a blend of value and growth oriented styles of management.	The Russell 2000 Stock Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Small Capitalization Blend mutual funds.

C. Equity Options – Non U.S.

Asset Class	Objective	Benchmark	Universe
International Stock	The investment objective of the International Stock Option is to provide long-term growth of capital primarily using securities of companies located outside of the United States.	The Morgan Stanley/Capital International (MSCI) Europe, Australia and Far East (EAFE) Stock Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of International Stock mutual funds.

Appendix A

SELECTED INVESTMENT OPTIONS

The following Asset Classes and investment options have been selected for the Plan:

Asset Class	Investment Option	Ticker
Intermediate Bond	JPMorgan Core Bond R5	JCBRX
Large Blend Index	Vanguard 500 Index Signal	VIFSX
Mid-Cap Blend	Dreyfus Opportunistic Midcap Value I	DVLIX
Small-Cap Blend	Invesco Small Companies Inst	ATIIX
International	American Funds EuroPacific Gr R6	RERGX



AGENDA ITEM REQUEST

MEETING DATE: 3/17/15

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

AGENDA ITEM: City's Fiscal Policies Update

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Resolution

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: Juan G. Guerra DATE: 3/11/15

APPROVAL:

DEPT. HEAD:  DATE: 3/11/15

ASSISTANT CITY MANAGER:  DATE: 3/11/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Resolution approving the updated City Fiscal Policies

STATE OF TEXAS §
HIDALGO COUNTY § RESOLUTION NO. R-2015-
CITY OF PHARR §

WHEREAS, the City of Pharr Fiscal Policy Statements, a fiscal management guide, providing guidance on the City of Pharr fiscal operations; and

WHEREAS, the City Commission is responsible for implementing fiscal policies, with the guidance of the City's City Manager and Finance Director; and

WHEREAS, the Fiscal Policy Statements of the City of Pharr is in compliance with State of Texas laws and City of Pharr Charter covenants.

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

SECTION 1: That the City of Pharr Fiscal Policy Statements, attached hereto as Exhibit "A" and made a part hereof for all legal purposes, providing a source of fiscal guidance for City of Pharr operations.

SECTION 2: That the City Manager and Finance Director of the City of Pharr are authorized to provide such plan.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS this 17th day of March 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

Hilda Pedraza, City Clerk

City of Pharr, Texas

Financial Management Policy Statements

The City of Pharr, Texas' Financial Management Policy Statements have been developed to provide a sound financial management foundation upon which decisions shall be made that result in the effective management of its resources and provide reasonable assurance as to its long-term financial stability.

OPERATING BUDGETARY POLICIES

Fiscal Year

The City's fiscal year has been established as the period beginning October 1st and ending September 30th of the subsequent year.

Budget Preparation Guidance

The City budget will be prepared in accordance with State Law, City Charter, and standards established by both Governmental Accounting Standards Board and the Government Finance Officers Association (GFOA). The budget will be comprehensive in nature and address all revenue and expense related funds of the City.

GFOA Distinguished Budget Program

The City will submit its official budget each year to the GFOA with an application for the Distinguished Budget Program. This will be the third year that the City submits an official budget and participate in the program. We have received the budget award the previous two fiscal years and we believe that this budget continues to meet the GFOA requirements.

Designated Budget Officer

The City of Pharr does not have a formal budget department. The primary responsibility for the budget process has been given to the City Manager and delegated to the Finance Director. The City Manager, designated as the City Budget Officer, is responsible for the development of the annual budget to be submitted to the City Commission for approval and adoption.

Funds Included in the Annual Budget

Annual appropriated budgets are adopted for all funds with revenue and expenditure activities. The budget shall include all of the City's governmental, fiduciary, and proprietary funds. The governmental funds consist of the general fund, the special revenue funds, the debt service fund, and the capital projects fund. There are currently no fiduciary funds. The proprietary funds consist of enterprise and internal service funds.

Basis of Accounting

Budgets are adopted on a basis consistent with generally accepted accounting principles. The legal basis of accounting for budgetary purposes within the governmental funds,

consistent with generally accepted accounting principles, is the modified accrual basis. The proprietary and fiduciary funds are budgeted, using the accrual basis of accounting. Under accrual accounting, transactions and events are recognized as revenues/gains or expenses/losses when they occur, regardless of the timing of related cash flows. On the other hand, under the modified accrual basis, not only must the underlying revenue transaction have occurred but also the related cash flow must take place within a short-enough period to have an effect on current spendable resources. Therefore, revenues must be both measurable and available when an event or transaction is expected to draw upon current spendable resources. Transfers are recognized in the accounting period in which the interfund receivable and payable arises. This basis of accounting is the same basis used in the year-end audited financial statements.

Budgetary Control

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding: (1) the safeguarding of assets against loss and unauthorized use, and (2) the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that (1) the cost of controls should not exceed the benefits likely to be derived, and (2) the evaluation of cost and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. The auditors believe that the City's internal controls adequately safeguard assets and provide reasonable assurance of the proper recording of financial transactions. Key controls are evaluated continually.

Budgetary control is maintained through a monthly line-item review by all departments. A reminder is sent to all department managers on the need to analyze their monthly financial reports. Monthly reports are available for each department reflecting current and accumulated expenditures as well as the percent of budget expenditures compared to percent of current year. A member of the accounting team identifies possible future overruns and communicates that information to the department managers for correction.

Balanced Budget

The Budget Officer is required to submit a balanced budget. A balanced budget is one in which total financial resources available, including prior year's ending financial resources plus projected resources, are equal to or greater than the budgeted expenditures/expenses. Expenditures may not legally exceed budgeted appropriations at the fund level. During the year, supplementary appropriations may be necessary. When appropriate, the City will use funds from the Fund Balance to balance the budget. The City will avoid budgetary practices that raise the level of current expenditures/expenses to the point that future years' operations are placed in jeopardy.

Budgeted Tax Rates

Prior to adopting the budget tax rate, including the levy, the City Commission shall hold a public hearing according to the dates established in the budget calendar. The City Commission shall provide for public notice of the date, time, and location of the hearing.

Public Hearings, Accessibility of Budget to the Public

The City's policy is to have at least one public hearing on the proposed budget at a duly advertised public meeting. The public meeting will be advertised at least one week prior to the budget being finally adopted. The Officer shall file the final proposed budget with the City Secretary, Library, and post it online soon after the City Commission adopts it. The budget shall be available for inspection by any taxpayer.

THE BUDGET PROCESS

Original Budget

The budget process for developing, adopting, and implementing the budget includes the following:

Annual budgets are legally adopted for all funds of the City that have revenue and expenditure related activities. The City Charter states that between sixty (60) and ninety (90) days prior to the end of the fiscal year, the City Manager is required to submit to the Board of Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes the proposed expenditures/expenses and the proposed method to finance them.

At the inception of the budget process, a budget calendar is prepared, which presents in chronological order, specific events that take place during the process as well as the timing of each. The budget calendar for this year's process immediately follows this discussion of policies and procedures.

Dates for public hearings, the purpose of which are to obtain taxpayers' comments, are set by the Board of Commissioners at the time the budget is submitted to that body. The Board of Commissioners may add to, subtract from or change appropriations, but may not change the form of the proposed budget. Any changes must be within the revenue and reserves estimated as available by the City Manager. Prior to September 25 of each year, the budget is legally enacted through the passage of an ordinance.

The appropriated budget is prepared by fund and department. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

During April and May of each year, department managers prepare departmental budget requests for which each is responsible. During the month of June, budget hearings are

held with the department managers. Following the budget hearings with the department managers, the Budget Officer makes any changes to their requests, which he/she deems appropriate. The result is the Officer's recommended budget. During the mid-to-latter part of July, the Officer presents his recommended budget to the City Commission in budget workshops. As a result of the City Commission's comments during these workshops, changes are made to the Officer's recommended budget. The budget reflecting these changes is the proposed budget.

Prior to September 1st of each year, the Officer is required to submit to the City Commission a proposed budget for the fiscal year beginning on the following October 1st. The target due date for submitting the proposed budget, resulting from budget workshop hearings, shall be no later than two to three weeks before the end of the fiscal year. The final budget, which is to be considered for adoption, shall be submitted no later than one week before the end of the fiscal year.

Prior to October 1st, the City Commission through the passage of an ordinance legally enacts the budget. The budget will be implemented on October 1st. The ordinance approving and adopting the budget appropriates spending limits at the fund level.

Revisions to the Adopted Budget

At any time during the fiscal year, the City Manager can reallocate expenditures within a fund without the approval of the Board of Commissioners. However, any revisions to the budget which increase the total budgeted expenditures/expenses within any fund must be approved by the Board of Commissioners.

Monitoring Compliance with the Budget

Reports comparing actual revenues and expenditures/expenses to budgeted amounts are prepared and carefully monitored monthly in order to determine whether estimated revenues are performing at or above levels budgeted and to ascertain that expenditures/expenses are in compliance with legally-adopted budget appropriations.

Duration of Budgeted Revenues and Appropriations

Budgeted revenues and appropriations lapse at the end of each fiscal year.

REVENUES POLICIES

Balance and Diversification in Revenue Sources

The City shall strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in local economic conditions, which adversely impact that source.

User Fees

For services that benefit specific users, the City shall establish and collect fees to recover the costs of those services, excluding credit card usage and several recreation programs.

The City Commission shall determine the appropriate cost recovery level and establish the fees. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary.

Currently, the Utility Fund will transfer funds to the General Fund an amount equal to that which is estimated to be comparable with the resources it uses. 25% of City Manager's Office and Administrative Services, 10% of Finance Department (normally 25% but Finance utilizes Utility personnel), and 5% of Planning and Community Development's budgeted departmental expenditures.

Cost Accounting

It is the policy of the City to allocate to each department level, costs to the extent that it is practical and in accordance with the cost/benefit approach of accounting.

Property Tax Revenues/Tax Burden

The City shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation of user fees, and economic development. The City shall also strive to minimize the property tax burden on Pharr citizens.

Utility/Enterprise Funds User Fees

It is the intention of the City that all utilities and enterprise funds be self-supporting. As a result, utility rates and enterprise funds user fees shall be set at levels sufficient to cover operating expenditures, meet debt obligations, provide additional funding for capital improvements, and provide adequate levels of working capital. The City shall seek to eliminate all forms of subsidization to utility/enterprise funds from the General Fund.

Revenue Estimates for Budgeting

In order to maintain a stable level of services, the City shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should avoid mid-year service reductions.

Revenue Collection and Administration

The City shall maintain high collection rates for all revenues by keeping the revenue system as simple as possible in order to facilitate payment. In addition, since revenue should exceed the cost of producing it, the City shall strive to control and reduce administrative costs. The City shall pursue to the full extent allowed by state law all delinquent taxpayers and others overdue in payments to the City.

Revenues Over Expenses – Stated Funds

All revenues over the required amount for the continued operations of the Bridge Fund will be transferred to the General Fund as per provision of Bond Ordinance 2005-51, Section 25, Subsection i-vi.

All revenues over the required amount for the continued operations of the Garage Fund and Golf Course Fund will be transferred to the General Fund.

Write-Off of Uncollectible Accounts

The City shall monitor payments due to the City (accounts receivable) and periodically write-off accounts where collection efforts have been exhausted and/or collection efforts are not feasible or cost-effective.

Departmental Miscellaneous Revenue Accounts

Departments which receive miscellaneous revenue for a purpose that is intended to be used by that department for minor activities shall be allowed to use those funds to the extent that they are available. These funds will not carry over to another fiscal year.

EXPENDITURES/EXPENSES POLICIES

Current Funding Basis

The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues plus the planned use of fund balance accumulated through prior year savings. (The use of fund balance shall be guided by the Fund Balance/Retained Earnings Policy Statements.)

Avoidance of Operating Deficits

The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of fund balance within the Fund Balance/Retained Earnings Policy. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget.

Priority in Applying Restricted vs. Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted net assets are available, the City typically first applies restricted resources, as appropriate opportunities arise, but reserves the right to selectively defer the use thereof to a future project or replacement equipment acquisition.

Maintenance of Capital Assets

Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to continue service levels.

Periodic Program Reviews

The City Manager shall undertake periodic staff and third-party reviews of City programs for both efficiency and effectiveness. The privatization and contracting of services with other governmental agencies or private entities will be evaluated as alternative approaches to service delivery. Programs which are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.

Encumbrances and Uncompleted Projects

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is an extension of formal budgetary integration in governmental funds. Although appropriations lapse at year-end for annually budgeted funds, the City honors encumbrances outstanding at year-end. Since these commitments will be honored during the subsequent year, outstanding encumbrances at year-end should be included in the subsequent year's budget.

Purchasing

The City shall conduct its purchasing and procurement functions efficiently and effectively, fully complying with applicable State laws and City ordinances. Staff shall make every effort to maximize discounts and capitalize on savings available through competitive bidding and "best value" purchasing.

PURCHASING POLICIES

Purchasing guidelines can be found in the Commission approved Purchasing Policy manual.

FUND BALANCE/RETAINED EARNINGS POLICIES

General Fund Committed Fund Balance

The City shall strive to maintain the General Fund (not the combined reporting General Fund which consists of the Payroll, Contingency, and the General funds) committed fund balance at 90 days (25%) of the current year's original budget appropriation for operations and maintenance, which is defined as the total budget less capital outlay purchase, major one-time budgeted activities, economic incentive payouts, and the annual transfer from the General Fund to the other funds (Charter mandated contingency funding will not take place so long as the contingency fund is fully funded).

Retained Earnings of Other Operating Funds

In enterprise operating funds, the City shall strive to maintain positive retained earnings positions to provide sufficient reserves for emergencies and revenue shortfalls. Specifically, in the Utility Fund, an operating reserve will be established and maintained at 120 days of the current year's original budget appropriation for operation and maintenance, which is defined as the total budget less debt service and capital project expenditures. The Bridge Fund's contingency account will be equal to the annual operating cost (expenses minus long-term debt and minus non-operating General Fund transfers) plus one year of the highest long-term debt service payment (principal and interest).

Use of Fund Balance/Retained Earnings

Fund Balance/Retained Earnings shall be used only for emergencies, non-recurring expenditures, or major capital purchases that cannot be accommodated through current year savings. The use of these funds will be approved by the City Commission.

Use of Unreserved Fund Balance/Retained Earnings will be disclosed to the Commission. If the required amounts go below the stated Policy amount, the City will set aside a sufficient portion of the upcoming fiscal year's budget to meet the required reserve amount.

Any surpluses realized at year end shall be used first to meet reserve policies, then capital replacement purposes, then retirement/extinguishing of debt.

Retained Earnings of Internal Service Funds

The City shall not regularly maintain positive retained earnings in excess of 10 percent of the current year's operation and maintenance expense in an internal service fund. Normally, when an internal service fund's retained earnings exceed 10 percent, the City shall reduce the charges for services provided by the internal service fund to other City operating funds.

Debt Service Funds

The City shall maintain sufficient reserves in its debt service funds, which shall equal or exceed the reserve fund balances required by bond ordinances, consistent with the covenants in the bond ordinances pertaining to the tax-exempt status of such bonds.

CAPITAL IMPROVEMENTS POLICIES

Capital Improvements Planning

The City shall review annually the needs for capital improvements and equipment, the current status of the City's infrastructure, replacement and renovation needs, and potential new projects. All projects, ongoing and proposed, shall be prioritized based on an

analysis of current needs and resource availability. For every capital project, all operation, maintenance and replacement costs shall be fully expended.

Long-Term Capital Planning

A five-year capital improvement plan will be developed. This plan will be prioritized based on an analysis of current needs and resource availability.

Capital Project Funding

No capital improvement project will begin without sufficient funding. Funding will be monitored quarterly to ensure project overruns are not funded to the detriment of the fund balance/retained earnings unreserved/undesignated policies.

Replacement of Capital Assets on a Regular Schedule

The City shall annually prepare a schedule for the replacement of its non-infrastructure capital assets. Within the resources available each fiscal year, the City shall replace these assets according to the aforementioned schedule.

Capital Expenditure Financing

The City recognizes that there are three basic methods of financing its capital requirements. It can budget the funds from current revenues; it can take the funds from fund balance/retained earnings as allowed by the Fund Balance/Retained Earnings Policy; or it can borrow money through debt. Debt financing includes general obligation bonds, revenue bonds, certificates of obligation, lease/purchase agreements, certificates of participation, commercial paper, tax notes, and other obligations permitted to be issued or incurred under Texas law. Guidelines for assuming debt are set forth in the Debt Management Policies.

DEBT MANAGEMENT POLICIES

Capital Improvement Plan

Major capital improvements will normally be funded through the issuance of long-term debt.

Debt Policies

The City will limit the issuance of long-term debt to only those capital projects that cannot be funded from current revenues. At no time will the Fund Balance/Retained Earnings be depleted to a point below the City's policy for any project or purpose.

Debt Term Limitation

The City will not issue long-term debt for a period longer than the estimated useful life of the capital asset.

Use of Long-Term Debt for Maintenance & Operating Cost

The City will not utilize long-term debt to finance recurring maintenance and operating costs.

Debt Structure

Generally, the City shall issue bonds with an average life of no greater than 10.5 years for general obligation bonds and no greater than 12.0 years for revenue bonds. The structure should approximate level principal on general obligation bonds and level debt service for revenue bonds. There shall be no debt structures, which include increasing debt service levels in subsequent years, with the first and second year of a bond payout schedule the exception. Except for economic development projects with an expected quick turnaround, there shall be no "balloon" bond repayment schedules which consist of low annual payments and one large payment of the balance due at the end of the term, unless dealing with economic/industrial development activity. There shall always be at least interest paid in the first fiscal year after a bond sale and principal starting generally no later than the second fiscal year after the bond issue. Normally, there shall be no capitalized interest included in the debt structure unless there are no historical reserves upon which to draw.

Call Provisions

Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the City. When possible, all bonds shall be callable only at par.

Sale Process

The City shall use a competitive bidding process in the sale of debt unless the nature of the issue and the associated costs warrants a negotiated sale. The City shall attempt to award the bonds based on a true interest cost (TIC) basis. However, the City may award bonds based on a net interest cost (NIC) basis as long as the financial advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid.

Rating Agencies Presentations

Full disclosure of operations and open lines of communication shall be made to the rating agencies. City staff, with assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, currently Moody's, Standard & Poor's, and Fitch, as recommended by the City's financial advisor.

Continuing Disclosure

The City is committed to providing continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by the provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure. City staff, with the assistance of the City's financial advisors and, if necessary, the City's bond counsel, will undertake to update financial and

pertinent credit information within six months of the end of the City's fiscal year and at such other times as may be indicated by material changes in the City's financial situation.

Debt Refunding

City staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the present value savings of a particular refunding should exceed 3% of the refunded maturities AND must come with the recommendation of the Finance Director. The City will consider regular or advance refunding which produce a material economic benefit and will in no way impair the outstanding bond rating of the City. The present value savings of the transaction must be quantifiable, exceed 3 percent (3%) of the refunded maturities, and not be based on projection. Proposals submitted by investment firms for consideration by the City shall identify and address not only the benefits of the proposed transaction, but the potential negative impacts as well.

Additional transaction costs such as bond counsel, trustee, and financial advisor shall be included in the savings calculation required above. The City's financial advisor shall produce an analysis of the implications of paying a forward premium vs. waiting to the current call date of the bonds. Approval of the transaction must be obtained from the State Attorney General, to the extent required by Texas law.

Interest Earnings

Interest earnings received on the investment of bond proceeds shall be used to assist in paying the interest due on bond issues, to the extent permitted by law.

Lease/Purchase Agreements

Lease funding will be for the purchase of capital assets. The length of the lease will not be greater than the expected useful life of the asset it will be used to purchase.

Proposals from Investment Bankers

The City welcomes ideas and suggestions from investment bankers and will seek to reward those firms which submit unique and innovative ideas by involving them in negotiated underwritings. Unsolicited proposals should be submitted to the City's financial advisors simultaneously with their submission to the City's Finance Department. City staff will review and confer with financial advisors to determine viability of proposals.

INTERGOVERNMENTAL RELATIONS POLICIES

Inter-local Cooperation in Delivering Services

In order to promote the effective and efficient delivery of services, the City shall actively seek to work with other local jurisdictions in joint purchasing consortia, sharing facilities, sharing equitably the costs of service delivery, and developing joint programs to improve service to its citizens.

Legislative Program

The City shall cooperate with other jurisdictions to actively oppose any state or federal regulation or proposal that mandates additional City programs or services and does not provide the funding to implement them. Conversely, as appropriate, the City shall support legislative initiatives that provide more funds for priority local programs.

GRANT POLICIES

Grant Guidelines

The City shall apply, and facilitate the application by others, for only those grants that are consistent with the objectives and high priority needs previously identified by Commission. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be considered prior to applying for a grant.

Indirect Costs

The City shall recover full indirect costs unless the funding agency does not permit it. The City may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

Grant Review

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the City's policy objectives. Departments shall seek Commission approval prior to submission of a grant application. Should time constraints under the grant program make this impossible, the department shall obtain approval to submit an application from the City Manager and then, at the earliest feasible time, seek formal Commission approval. If there are cash match requirements, the source of funding shall be identified prior to application. An annual report on the status of grant programs and their effectiveness shall also be prepared.

Grant Program Termination

The City shall terminate grant-funded programs and associated positions when grant funds are no longer available unless alternate funding is identified.

FISCAL COMMISSION MONITORING POLICIES

Financial Status and Performance Reports

Quarterly reports on the City's General, Utility, Bridge, and Capital Projects Funds comparing expenditures and revenues to current budget, noting the status of fund balances to include dollar amounts and percentages, and outlining any remedial actions

necessary to maintain the City's financial position shall be prepared for review by the City Manager and the Commission.

Five-year Forecast of Revenues and Expenditures

A five-year forecast of revenues and expenditures, to include a discussion of major trends affecting the City's financial position, shall be prepared in conjunction of the annual budget process. The forecast shall also examine critical issues facing the City, economic conditions, and the outlook for the upcoming budget year. The document shall incorporate elements of the International City Management Association financial trend monitoring system to provide further insight into the City's financial position and to alert the Commission to potential problem areas requiring attention.

Commission Agenda Decision Recommendations

Agenda items that have a financial impact will have a recommendation by the Finance Director to ensure fiscal ability, long-term sustainability, and proactive protection of financial resources.

Status Reports on Capital Projects

A summary report on the contracts awarded, capital projects completed and status of the City's various capital programs will be prepared at least quarterly and presented to the City Manager and Commission.

Compliance with Commission Policy Statements

The Financial Management Policy Statements will be reviewed annually by the Commission and updated, revised or refined as deemed necessary. Policy statements adopted by the Commission are guidelines, and occasionally, exceptions may be appropriate and required. However, exceptions to stated policies will be specifically identified, and the need for the exception will be documented and fully explained.

FINANCIAL CONSULTANTS POLICY

To employ the assistance of qualified financial advisors and consultants as needed in the management and administration of the City's financial functions. These areas include but are not limited to investments, debt administration, financial accounting systems, program evaluation, and financial impact modeling. Advisors shall be selected using objective questionnaires and requests for qualifications/proposals based upon demonstrated expertise relative to the scope of work to be performed and appropriately competitive fees.

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICIES

Conformance to Accounting Principles

The City's accounting practices and financial reporting shall conform to Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental

Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

Selection of Auditors

At most every five years, the City shall request proposals from all qualified firms, including the current auditors if their past performance has been satisfactory, and the Commission shall select an independent firm of certified public accountants to perform an annual audit of the books of account, records and transactions, certifying the financial statements of the City and reporting the results and recommendations to the Commission.

Audit Completion

The City seeks to have its CAFR and Single Audit of Federal and State grants completed within 150 days of the close of its previous fiscal year, which ends September 30. In the event the presentation of the CAFR and Single Audit is delayed beyond the last Commission meeting in February, the City Manager shall provide a report on the status of the audit and the expected completion date of the CAFR and Single Audit to the City Commission at its first meeting in March. By State law, the City has 180 days to complete the audit.

INTERNAL CONTROLS POLICIES

Proper Authorization

Procedures shall be designed, implemented, and maintained to ensure that financial transactions and activities are properly reviewed and authorized.

Separation of Duties

Job duties will be adequately separated to reduce to an acceptable level the opportunities for any person to be in a position to both perpetrate and conceal errors or irregularities in the normal course of assigned duties.

Proper Recording

Procedures shall be developed and maintained that will ensure financial transactions and events are properly recorded and that all financial reports may be relied upon as accurate, complete and up-to-date.

Access to Assets and Records

Procedures shall be designed and maintained to ensure that adequate safeguards exist over the access to and use of financial assets and records.

Independent Checks

Independent checks and audits will be made on staff performance to ensure compliance with established procedures and proper valuation of recorded amounts.

Costs and Benefits

Internal control systems and procedures must have an apparent benefit in terms of reducing and/or preventing losses. The cost of implementing and maintaining any control system should be evaluated against the expected benefits to be derived from that system.

E-COMMERCE POLICIES

Fully Integrated Financial Systems

All E-Commerce systems and procedures must fully and transparently integrate with the City's financial and accounting systems, its depository bank systems, and any other City information system which interfaces with an E-Commerce system.

Emerging Technologies

The City will work closely with its depository bank and other financial partners to evaluate and implement those new technologies that prove to be efficient and effective in pursuit of the City's E-Commerce goals.

Direct Deposits

All employees will be paid via direct deposit, excluding the employee's last pay check.

Internet Payment Options

Working with its depository bank and other financial partners, the City will seek to develop and implement internet payment options which will allow customers and citizens to pay bills due to the City conveniently and securely.

INVESTMENT POLICIES

Investment policies are guided by a separate report adopted by the City Commission.

HUMAN RESOURCE POLICIES

Personnel Policies & Procedures manual adopted by the City Commission.



AGENDA ITEM REQUEST

MEETING DATE: 3/17/15

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

AGENDA ITEM: Adoption of Updated Investment Policy

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Ordinance/Resolution

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET:

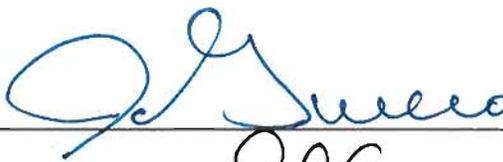
ADDITIONAL FUNDING:

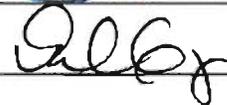
ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: Juan G. Guerra DATE: 3/6/15

APPROVAL:

DEPT. HEAD:  DATE: 3/9/15

ASSISTANT CITY MANAGER:  DATE: 3/9/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Approval of Ordinance/Resolution to adopt the updated Investment Policy

STATE OF TEXAS §

HIDALGO COUNTY §

RESOLUTION NO. R-2015-

CITY OF PHARR §

WHEREAS, Article 842a-2, V.A.C.S., known as the Public Funds Investment Act of 1987, provides for the investment of City funds in certain authorized securities; and

WHEREAS, the City Commission finds it to be in the public interest to approve the investment policy which authorizes the investment of City funds and provides for the preservation of City capital; and

WHEREAS, the Investment Portfolio of the City of Pharr is in compliance with applicable State Law and the Investment Policy.

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

SECTION 1: The City of Pharr Investment Policy, attached hereto as Exhibit "A" and made a part hereof for all legal purposes, provides for the investment of City funds and the preservation of City capital.

SECTION 2: The City Manager and Finance Director of the City of Pharr are authorized to provide such policy.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS this 17th day of March, 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR
INVESTMENT POLICY
March 18, 2015

1.0 POLICY:

It is the policy of the City of Pharr, Texas and its component units to invest public funds in a manner which will provide the safest and most liquid opportunity with the highest investment return while meeting the daily cash flow demands of the City and conforming to the statutes governing the investment of public funds. This policy serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The policy and strategy shall be reviewed by the City Commission annually. Any modifications will be formally approved by the City Commission. This investment policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256 (Public Funds Investment Act, PFIA). This investment policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of City's funds. This policy does not include the investment of Other Post Employment Benefit Trust Funds, a separate investment policy is available for that purpose.

2.0 SCOPE:

This policy applies to all aspects of investing the financial assets of the City and its component units. These funds are accounted for in the City's Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust and Agency Funds, and any new fund created by legislative body, unless specifically exempted or excluded. All funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Fund investment act. Such funds currently include Retirement/Pension Fund and Deferred Compensation Fund.

2.1 Bond Proceeds: Funds received from the sale of general obligation bonds or certificates of obligation will be segregated and will be invested under a separate strategy.

3.0 OBJECTIVES:

The following are the primary investment objectives of the City of Pharr, in order of priority:

3.1 Safety: Safety of principal is the foremost objective of the City of Pharr's investment policy. Safety is defined as the undiminished return of the principal of the City's investments and deposits. Investment officers must have an adequate understanding of the suitability of individual investment instruments in light of the City's financial needs. This understanding is gained through experience of the investment officers and through training designed to increase the expertise of the investment officers.

3.2 Liquidity: Liquidity is important to insure sufficient cash to meet all operating requirements. A liquid investment is one that can be easily and quickly converted into cash without a substantial loss of value.

3.3 Yield: For the City of Pharr, the yield objective is secondary to those of safety and liquidity. Yield is defined as the rate of annual income return on an investment, expressed as a percentage. The six-month U.S. Treasury Bill will be used as a prudent yield target.

4.0 STANDARDS OF CARE:

4.1 Prudence: Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the persons' own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

Persons who act in good faith, exercising due diligence, and in compliance with this policy, shall be relieved of any personal liability arising from the investment activities of the City of Pharr. In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with this written investment policy of the City of Pharr.

4.2 Ethics: Investment officers shall refrain from any activity that conflicts, or appears to conflict, with the officer's proper execution of the investment program or which could impair the officer's ability to make impartial investment decisions.

4.3 Conflicts of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investment programs, or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Commission if:

- a) The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or
- b) The officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City.

4.4 Delegation of Authority: In accordance with the PFIA, the responsibility for conducting investment transactions resides with the City Commission. The daily operation and management of the City of Pharr's investments are delegated to the following persons:

- a) **Investment Officers:** The City Manager shall name two investment officers from among the employees with the following job titles: City Manager, Assistant City Manager, and Finance Director. The investment officers are authorized to deposit, withdraw, invest, transfer, or manage in any other manner funds of the City of Pharr.

- b) **Other Investment Authorizations:** The City Manager, Assistant City Manager, Finance Director, and Assistant Finance Director, are authorized and responsible for depositing of funds into the bank depository.

4.5 Quality and Capability of Investment Management: Recognizing that the investment officers of the City have many other duties and that they may lack formal education in investing, this policy allows the City to use only the more basic and easily understood types of investments available to local governments.

4.6 Training of Investment Officers: All investment officers of the City shall attend an investment training session not less than once in a two-year period (training cycle begins on the first day of the fiscal year) and receive not less than ten hours of instruction from an independent source endorsed by the Governmental Treasurers Organization of Texas, Texas Municipal League, or the University of North Texas Center for Public Management.

5.0 STRATEGIES:

The investment strategy is the logical product of the investment objectives. As such, it emphasizes low credit risk, diversification, and the management of maturities. The strategy also takes into account the expertise and time constraints of the investment officers. The allowable investments listed in Section 7 of this policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature each calendar month.

A basic strategy governs the investment of all funds under this policy. A separate strategy applies to the investment of bond proceeds.

5.1 Depository Bank: Funds at the depository bank are to be managed to a level that minimizes the cost of the relationship to the City. In instances where the depository contract allows for the payment of fees by maintaining balances at the depository, every effort is to be made to minimize the amount of money held at the depository in excess of that needed to compensate the bank for its services. Concerns about safety are to be addressed by the pledging requirements of the depository, in accordance with state law. This strategy specifies that sufficient funds to support daily operations are maintained in the depository bank, but that any funds in excess of that be held to a minimum.

5.2 Investment Pools: An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. Funds are usually available from investment pools on a next day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staffs, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. The strategy of the City of Pharr calls for the use of investment pools as a primary source of diversification and a supplemental source of liquidity. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

5.3 Direct Investments: The City of Pharr purchases securities of the U.S. Treasury and U.S. Agencies in the secondary market. For purposes of this policy, the term "U. S. Agencies" shall refer to obligations of agencies or instrumentalities of the United States. The majority of the direct investments have a remaining maturity of two years or less. The City employs a laddered maturity strategy for these instruments. With that method, some investments reach maturity each month, enhancing liquidity. However, the yields are those of two year investments rather than securities having a single month to maturity, enhancing yield. The investment officers must give consideration to the over-all liquidity of the portfolio before making a direct investment. Additionally, the City occasionally purchases a U. S. Treasury or Agency security with maturities as long as two years. See Section 5.5 below.

5.4 Hold until Maturity: The strategy of the City is to maintain enough liquidity in its portfolio that it never needs to sell a security. This will protect the principal of the investment against market risk. Should it become necessary to sell a security prior to maturity, the prior written consent of the City Manager must be obtained.

5.5 Investment of Reserve Funds: Up to one-third of the funds held in reserve are available for investment in Treasury or Agency securities with remaining maturities up to two years.

5.6 Separate Strategy for Bond Proceeds: Proceeds from the sale of general obligation bonds or certificates of obligation will be segregated from the other investments of the City. The basic intent is to match the availability of funds to the cash requirements of the capital projects. Therefore, the maturity limits of Section 9.0 do not apply. The following investments are available for this strategy: treasury securities, demand deposits, time deposits, and investment pools. Ten percent of anticipated costs of the projects must be kept in demand deposits or pooled investments to cover unanticipated cash demands. The remaining proceeds are to be invested so as to match anticipated demands for cash. Except for the requirement for demand deposits or investment pools above, there is no restriction on the percentage of the bond proceeds that may be invested in any authorized investment vehicle.

6.0 Authorized Financial Dealers and Institutions:

6.1 Approved List of Investment Service Providers: All banking services will be governed by the depository contract. In addition, the Finance Director shall maintain a list of security brokers, dealers, and investment pools that are authorized by the City Commission. To be eligible to be approved to do business with the City of Pharr, a seller of securities must be a primary dealer, a regional dealer that qualifies under SEC Rule 15C3-1, or regulated by Federal banking authorities. To be eligible to be approved to do business with the City of Pharr, an investment pool must meet all the requirements of State law. More details on investment pool qualifications are listed in Section 7.5. Annually, the Investment Committee must review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

6.2 Acknowledgment of Investment Policy: A written copy of this investment policy shall be presented to any person or firm seeking to sell to the City any investment. An authorized

representative of the business organization seeking to sell an investment shall execute a written instrument substantially to the effect that the registered principal has: (1) received and thoroughly reviewed the City's investment policy; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization. The City's investment officers are expressly prohibited from buying any security from a person or firm which has not delivered a document that complies with the requirements of this section of the investment policy to the City.

7.0 Authorized Investments, Including Diversification Limits and Maximum Maturities:

Following is a list of investments that are authorized by this policy for inclusion in the City of Pharr's portfolio of investments. Also shown are the limits on the amount of that type of security that can be held, expressed as a percentage of the entire City portfolio. Also, the maximum maturity that is allowable for each type of security is specified.

7.1 Demand Deposits at Depository Bank: Governed by the depository contract and provisions of State law, collateralized demand deposits at the depository bank have unsurpassed liquidity and safety but do not usually provide the highest yield. By definition their maturity is immediate. One hundred percent (100%) of the City's portfolio may be maintained in properly collateralized demand deposits at the depository bank.

7.2 Time Deposits at Depository Bank: Certificates of Deposit at the depository bank are authorized if they are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor and are collateralized by obligations that are allowable under state law. The maximum authorized length of maturity for certificates of deposit is two years. The target investment level is ten percent (10%), and the portfolio cap is thirty percent (30%). The target investment level is that level of investment, expressed as a percentage of the total portfolio, which the City should strive not to exceed. The portfolio cap is that level of investment, also expressed as a percentage of total portfolio, which the City must not exceed.

7.3 Obligations of the United States Treasury: United States Treasury Bills, Notes and Bonds are authorized investments of the City of Pharr. For purposes of direct investment by the City, the maximum length of remaining maturity is two years. The target investment level is thirty percent (30%), and the portfolio cap is eighty percent (80%). For purposes of collateral against the City's deposits, the maximum length of remaining maturity may be two years, as long as the total market value of the securities pledged against the City's deposits always exceeds those deposits.

7.4 Obligations of Agencies or Instrumentalities of the United States: United States Agency securities are authorized investments of the City provided that they are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its respective agencies and instrumentalities. For purposes of direct investment by the City, the maximum length of remaining maturity is two years. The target investment level is thirty percent (30%) and the portfolio cap is fifty percent (50%). For purposes of collateral against the City's deposits, the maximum length of remaining maturity may be two years, as long as the total market value of the securities pledged against the City's deposits always exceeds those deposits.

7.5 Investment Pools: Public funds investment pools which have been created to function as a money market mutual fund are authorized investments of the City provided that they meet the following criteria: (1) they are continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service; (2) they mark their portfolio to market daily; (3) they maintain a stable net asset value of no less than .995; (4) they limit their investments to those allowable to local governments by state law; and, (5) they meet or exceed the initial and monthly disclosure requirements of applicable state law. The target investment level and portfolio cap are thirty percent (30%), and the portfolio cap is eighty percent (80%). Deposits in investment pools that contain commercial paper are not authorized.

7.6 Repurchase Agreements; Bankers' Acceptances: These investment options are authorized for the City of Pharr only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. The direct investment in repurchase agreements, and bankers' acceptances by the City of Pharr is not authorized. However, indirect investment in repurchase agreements by the City's depository under a sweep arrangement is allowable for purposes of this policy.

8.0 Prohibited Securities:

8.1 Allowed by State Law but Prohibited by This Policy: The following instruments are eligible for investment by local governments according to state law, but have been intentionally prohibited for the City by this policy: collateralized mortgage obligations; commercial paper; and investment pools except those pools which are created to function as money market mutual funds. This prohibition is in view of the time constraints on and the expertise level of the investment officers.

8.2 Expressly Prohibited by State Law and This Policy: The following securities are expressly prohibited by state law and this policy: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjust opposite to the changes in a market index (inverse floaters).

9.0 Limits on Maturity of Entire Portfolio:

The following limits on the maturities of investments apply to the entire City portfolio, except for the bond proceeds. The funds on deposit at the bank depository are included in the calculation of these percentages:

Available within 1 month	At least 25% of the portfolio
Available within 3 months	At least 33% of the portfolio
Available within 6 months	At least 50% of the portfolio
Available within 1 year	At least 70% of the portfolio
Available within 2 years	100% of the portfolio

For the City portfolio, excluding any bond proceeds, the maximum average dollar-weighted maturity shall be 200 days.

10.0 Collateralization:

In accordance with state law and the depository contract, all demand deposits and all time deposits will be collateralized by the pledging of investment securities or irrevocable letters of credits. The City Manager and/or Director of Finance or his designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

11.0 Safekeeping:

All investment transactions, other than those with investment pools, shall be conducted on a delivery-versus-payment basis. Securities shall be held by a third party custodian and evidenced by current safekeeping receipts.

12.0 Internal Control:

The Finance Director shall establish a system of internal controls designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The system shall contain, but is not limited to, the following items:

12.1 Competitive Bids: To purchase a direct investment, the Finance Director or his designee shall seek at least three bids from firms listed on the approved list of brokers and dealers. Bids shall be in writing and may be delivered to the City in person, email, or via electronic facsimile. The award shall be on the basis of safety, liquidity, and highest U.S. Government Equivalent Yield. Records of the bids and award shall be maintained by the Finance Director's office.

12.2 Delivery-Versus-Payment: The safekeeping agent must receive all investments, other than investment pool funds, before funds are released for their purchase.

12.3 Compliance Audit: In conjunction with its annual financial audit, the City shall require a compliance audit of management controls on investments and adherence to this policy.

12.4 Collateral Comparison: The market value of the collateral pledged against the funds maintained at the bank depository shall be compared to the amount of those deposits. If the total funds in the depository approach the market value of the collateral, the Finance Director shall take appropriate action. Records of this comparison shall be maintained in the Finance Director's office.

12.5 Other Components: Other sections of this policy contain aspects of internal control procedures. These include holding securities until maturity, providing adequate training for all investment officers, requiring vendors to meet minimum qualifications before selling securities to the City, disclosing personal or business relationships between investment officers and vendors, and regular reporting of investments to the City Commission.

13.0 Valuation:

The market value of each investment in the City's portfolio will be calculated quarterly, on the following basis:

13.1 Bank Deposits: Bank deposits are denominated in cash and, therefore, their face value and market value are identical. Deposit levels will be monitored daily via telephone or electronic means and confirmed on the monthly bank statement.

13.2 Investment Pools: Monthly statements are received from the investment pools which show the amount on deposit and the market value of the pool as a percentage of the book value. The market value of the investment pools will be the product of these two figures.

13.3 Treasury Notes: The market value of Treasury Notes will be calculated as the product of the face value of the Note and the bid price for that Note as quoted in the *Wall Street Journal*, or will be obtained from the City's third-party securities custodian.

13.4 Treasury Bills: The market value of Treasury Bills will be the face value of the Bill discounted at the bid yield as quoted in the *Wall Street Journal* for the appropriate number of days, or will be obtained from the City's third-party securities custodian.

13.5 Agencies: For Agency securities listed in the *Wall Street Journal*, the valuation method will be the same as those of the Treasury securities. For those not listed, the market value will be obtained from the City's third-party securities custodian.

14.0 Performance Standards:

For each of the City's investment objectives, following are the performance standards:

14.1 Safety: All investment principal is maintained.

14.2 Liquidity: Sufficient cash is maintained or can be generated to pay all current obligations without selling direct securities or incurring loss of principal.

14.3 Yield: Yield on the portfolio of City funds, except for Bond Proceeds and excluding demand deposits at the bank depository, should be no less than the yield on the six month Treasury Bill. Because of the nature of Bond Proceeds investments, the yield on Bond Proceeds should approximate the Treasury Bill yield having similar weighted-average maturities.

15.0 Reporting:

Not less than quarterly, the investment officers shall prepare, sign, and present to the City Commission a report of the City's investments. The report must contain all the disclosures mandated by state law. An example of the report is included in Appendix C.

16.0 Investment Policy Adoption and Revision:

The City Commission shall adopt the written investment policy by resolution. Annually the City Commission shall review the investment policy and strategy. Revisions to the policy shall be made by City Commission resolution.

APPENDIX A

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Amortized cost: Cost of investments adjusted for amortized premiums and discounts.

Asked: The price offered for securities.

Bid: The price offered by a buyer of securities.

Book value: A term synonymous with amortized cost.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper (CP): An unsecured short-term promissory note issued by corporations, with maturities ranging from 2-270 days.

Coupon: (a) the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Credit Risk: The risk of loss of principal and interest due to a failure of the security or broker.

Dealer: A dealer, as opposed to a broker, acts as a principal in all

transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$100,00 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend

savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal reserve guidelines regarding purchases and sales of Government Securities in the open-market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C. 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations,

and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Laddered Portfolio: Investment portfolio with securities in each maturity range (e.g. monthly) over a specified period of time.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in custody for investment and reinvestment.

Market Risk: The risk that the market value and interest earnings of an investment or a portfolio will fall due to changes in general interest rates.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank

or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Offer: The price asked by a seller of securities.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bonds: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Unrealized Gains (Losses): Increases (decreases) in the value of investments representing the difference between the amortized cost of the investments and their current market value. Increases (decreases) in value are caused primarily by changes in market interest rates subsequent to purchasing investments.

Weighted Average Rate of Return: Rate of return calculated based on

interest earnings and the length of actual holding for each individual security.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield: The rate of annual income return on investment, expressed as a percentage.

APPENDIX B

APPROVED LIST OF BROKER/DEALERS

First Southwest Company
Dallas, TX

First Tennessee Financial Bank
Dallas, TX

JPMorgan Securities, Inc.
Dallas, TX

Merrill Lynch Pierce Fenner & Smith, Inc.
Dallas, TX

SAMCO Capital Markets
Dallas, TX

Southwest Securities
Dallas, TX

GFOA Yield Advantage – Web Based Marketplace
Chicago, IL

TexStar Participant Services
Dallas, TX

Lone Star National Bank
Pharr, TX

APPENDIX C

QUARTERLY INVESTMENT REPORT SAMPLE

CITY OF PHARR, TX
Detailed Investment Report
As of December 31, 2007

Investment	Par	VALUES - Sept. 30, 2007		Book Increase/(Decrease) Purchases/ Withdrawals	Accruals/ Amortizations	Market Increase/(Decrease) Purchases & Withdrawals	Change In Market Price	VALUES - Dec. 31, 2007	
		Book	Market					Book	Market
DEMAND DEPOSITS									
Depository Bank	\$1,000	\$1,000	\$1,000	1,000		1,000		\$2,000	\$2,000
Repurchase Agreement	10	10	10	0		0		10	10
Savings Account	10	10	10	0	0	0	0	10	10
	1,020	1,020	1,020	1,000	-	1,000	-	2,020	2,020
INVESTMENT POOLS									
Tex-Pool	100	100	100	10		10		110	110
TexStar	10	10	9	1	-	1	-	11	10
	110	110	109	11	-	11	-	121	120
SECURITY INVESTMENTS									
Treasury Note 2 5/8% 11-15-06	1,000,000	996,852	983,500	-	672	-	1,100	997,524	984,600
FMNT 3.25% 5/18/07	1,000,000	1,009,545	979,100	-	(1,434)	-	(1,400)	1,008,111	977,700
	\$2,000,000	\$2,006,397	\$1,962,600	\$0	(\$762)	\$0	(\$300)	\$2,005,635	\$1,962,300
	\$2,001,130	\$2,007,527	\$1,963,729	\$1,011	(\$762)	\$1,011	(\$300)	\$2,007,776	\$1,964,440

QUARTERLY INVESTMENT REPORT SAMPLE - Continued

CITY OF PHARR, TX
Comparison of Portfolio to Policy Limits
As of December 31, 2007

<u>LIMITS ON TYPES OF SECURITIES</u>	<u>Target Investment Level</u>	<u>Portfolio Cap</u>	<u>Actual Percentage of Portfolio</u>	<u>Positive/(Negative) % Variance Policy Limits</u>
Demand Deposits	100%	100%	0.10%	99.90%
Bank Time Deposits	25%	30%	0.00%	30.00%
U. S. Treasury Securities	80%	85%	49.68%	35.32%
U. S. Agency Securities	45%	50%	50.21%	-0.21%
Investment Pools	45%	50%	0.01%	49.99%

<u>LIMITS ON MATURITIES</u>	<u>Minimum Allowable Percentage of Portfolio</u>	<u>Actual Percentage of Portfolio</u>	<u>Positive/(Negative) % Variance Policy Limits</u>
Available within 1 month	25%	78.00%	53.00%
Available within 3 months	33%	80.00%	47.00%
Available within 6 months	45%	90.00%	45.00%
Available within 1 year	60%	100.00%	40.00%
Available within 2 years	70%	100.00%	30.00%
Available within 3 years	80%	100.00%	20.00%
Available within 4 years	90%	100.00%	10.00%
Available within 5 years	100%	100.00%	0.00%

	<u>Maximum Allowable</u>	<u>Actual Average Maturity</u>	<u>Policy Limit Days Available</u>
Weighted Average Days to Maturity	200	2.90	197.10

QUARTERLY INVESTMENT REPORT SAMPLE - Continued

CITY OF PHARR, TX
Market Value Analysis
As of December 31, 2007

CHANGES IN MARKET VALUE:

BEGINNING MARKET VALUE - September 30, 2007		\$1,963,729
INVESTMENT ACTIVITY:		
Purchases	\$0	
Maturities	\$0	
Net Changes in Market Price	(\$300)	(\$300)
Bank and Pooled Investment Deposits/(Withdrawals) - Net		<u>\$1,011</u>
ENDING MARKET VALUE - December 31, 2007		<u>\$1,964,440</u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - September 30, 2007</u>		
Market Value	\$1,963,729	
Book Value	\$2,007,527	
Ratio of Market Value to Book Value		97.82%
 <u>ENDING VALUE - December 31, 2007</u>		
Market Value	\$1,964,440	
Book Value	\$2,007,776	
Ratio of Market Value to Book Value		97.84%

QUARTERLY INVESTMENT REPORT SAMPLE - Continued

CITY OF PHARR, TX

Calculation of Weighted Average Maturity and Yield

As of December 31, 2007

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits					
Depository Bank - Operating	\$2,000	\$2,000	0	0.00%	0.10%
Repurchase Agreement	\$10	\$10	0	2.80%	0.00%
Saving Account	<u>\$10</u>	<u>\$10</u>	0	4.33%	<u>0.00%</u>
	\$2,020	\$2,020			0.10%
Investment Pools					
Tex-Pool	\$110	\$110	1	4.21%	0.01%
TexStar	<u>\$10</u>	<u>\$11</u>	1	4.29%	<u>0.00%</u>
	\$120	\$121			0.01%
Federal Securities and Notes					
Treasury Note 2 5/8% 11-15-06	\$997,524	\$997,524	319	2.63%	49.68%
FMNT 3.25% 5/18/07	<u>\$1,008,111</u>	<u>\$1,008,111</u>	503	3.25%	<u>50.21%</u>
	\$2,005,635	\$2,005,635			99.89%
TOTAL	<u>\$2,007,775</u>	<u>\$2,007,776</u>			<u>100.00%</u>
Weighted Average Maturity					
Weighted Average Days to Maturity				411.05	
Weighted Average Days to Maturity - Operating (excl. depository bank)				411.46	
Weighted Average Yield					
Weighted Average Yield				2.94%	
Weighted Average Yield - Operating (excluding depository bank)				2.94%	
Yield to Maturity of 180 day T-Bill at December 31, 2007				3.00%	

QUARTERLY INVESTMENT REPORT SAMPLE - Continued

CITY OF PHARR, TX
Year To Date Investment Transaction Report
As of December 31, 2007

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Investment #</u>	<u>Principal Purchase Price</u>	<u>Market/Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
Total Purchases			<u>\$0.00</u>	<u>\$0.00</u>		

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Investment #</u>	<u>Principal Purchase Price</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
10/14/2007	FHLB Note	3133X1GU5	\$1,514,331	\$1,500,000	2.040%	10/14/2007
11/14/2007	Treasury Note	912828BN9	\$1,007,210	\$1,000,000	1.625%	11/14/2007
12/14/2007	Treasury Note	912828BS8	\$1,493,213	\$1,500,000	1.875%	12/14/2007
12/14/2007	FFCB Note	31331TPA3	\$1,511,700	\$1,500,000	2.000%	12/14/2007
Total Maturities			<u>\$5,526,454.50</u>	<u>\$5,500,000.00</u>		



AGENDA ITEM REQUEST

MEETING DATE: 03/17/2015

INITIATED BY: Rene Saenz

DEPARTMENT: Public Works

AGENDA ITEM: The City of Pharr wished to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for a festival.

PARTY MAKING THE REQUEST: Roy Garcia

NATURE OF THE REQUEST: *Resolution will be needed for the closure of U.S.281 (Cage Blvd.) from Bus. 83 south to Kelly Ave. And from Bus. 83 (old 83) west to S. Canna Street on Thursday, April 9th to Sunday, April 12, 2015; for the annual HubPhest event from 12 noon Thursday to 12 noon on Sunday.*

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

APPROVAL:

DEPT. HEAD: _____

DATE: _____

ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

STAFF RECOMMENDATION: _____

Staff recommends approval as submitted

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.) from Business 83 to Kelly Avenue and from Business 83 to South Canna Street on Thursday, April 9, 2015 to Sunday, April 12, 2015 for the Annual HUB Phestival from 12 noon (Thursday) to 12 noon (Sunday).

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 17th 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



AGENDA ITEM REQUEST

MEETING DATE: March 17, 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 request to advertise for the City of Pharr Pedestrian Improvements Project.

BUDGET:

EXPENDITURE REQUIRED: \$234,765.00

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$ 0

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER:  DATE: 3-11-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Staff recommends to advertise for bids for City of Pharr Pedestrian Improvements Project.



Memorandum

To: Fred Sandoval – City Manager

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

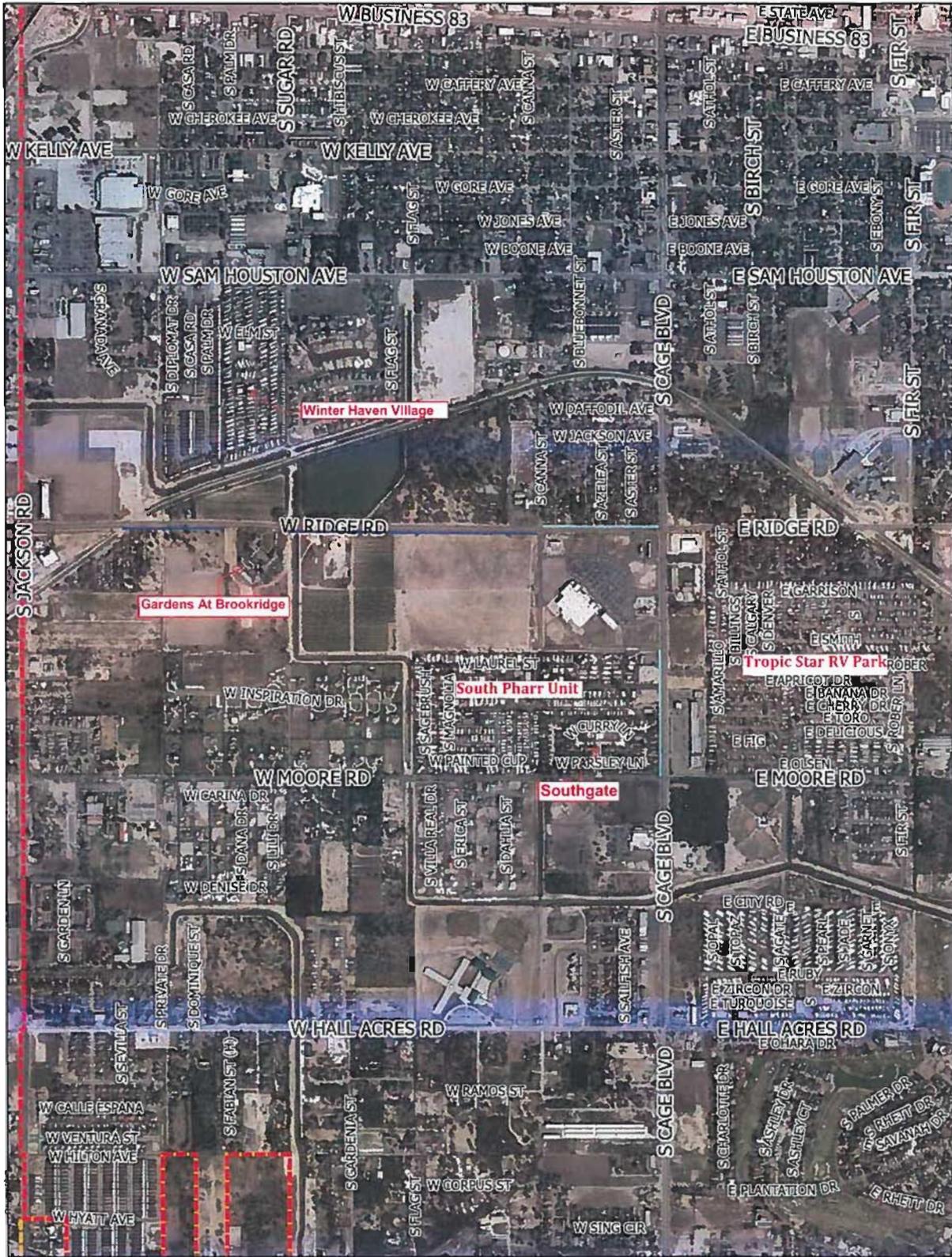
Date: March 12, 2015

Re: **Agenda Item - Consideration and action, if any, request to advertise for the City of Pharr Pedestrian Improvements Project.**

Fred:

I am requesting that we advertise for the City of Pharr Pedestrian Improvements Project. This project will be funded by the 5310 Program grant we received through a program called done through the Lower Rio Grande Valley Development Council (LRGVDC) and the Metropolitan Planning Organization (HCMPO) last year.

The estimated construction cost is \$234,765.00



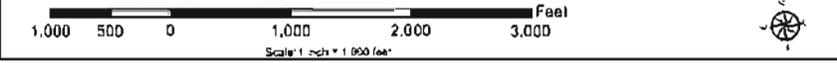
Legend	Proposed 6ft sidewalk with ADA ramps ———
Pharr City Limit	Proposed 5ft sidewalk with ADA ramps ———
Pharr ETJ	
Footprint	

Engineering Department
 City of Pharr, Texas
 118 South Cage Blvd.
 956-402-4242

Location Map



Source: COP Hidalgo County Appraisal District
 All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is provided for general information only.





AGENDA ITEM REQUEST

MEETING DATE: March 17, 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 request to advertise for the Traffic Signal Improvements along Cage Boulevard between Polk Ave and Ridge Road.

BUDGET:

EXPENDITURE REQUIRED: \$300,000.00

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$ 0

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER:  DATE: 3-11-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Staff recommends to advertise for bids for the Traffic Signal Improvements along Cage Boulevard between Polk Ave and Ridge Road.



Memorandum

To: Fred Sandoval – City Manager

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

Date: March 12, 2015

Re: **Agenda Item - Consideration and action, if any, request to advertise for the Traffic Signal Improvements along Cage Blvd between Polk Ave and Ridge Road.**

Fred:

I am requesting that we advertise for the Traffic Signal Improvements along Cage Blvd between Polk Ave and Ridge Road.

The estimated construction cost is \$300,000.00

SCOPE OF WORK

Generally, the improvements at each existing signalized intersection will include new signal controller & cabinet, re-cabling, new radio and antenna and some will include new signal poles and signal heads.

The proposed construction of traffic signal improvements at eight (8) signalized intersections along Cage Blvd between Polk Ave and Ridge Road in the City of Pharr, Texas is as follows:

1. Cage Blvd at Polk Ave

- a) New Traffic Signal Pole & Arm on NW Corner
- b) New 5 Section Signal Heads for EB & WB & Reinstall 3 Section Signal Heads
- c) Remove/Replace with New Controller Cabinet Assembly
- d) New Radio & Antenna
- e) New Pedestrian Signal Heads (Countdown)
- f) New 4" Conduit Bore & Conductors

2. Cage Blvd at Bell Ave

- a) New Pedestrian Signal Heads (Countdown)
- b) Remove/Replace with New Controller Cabinet Assembly
- c) New Radio & Antenna

3. Cage Blvd at Hawk Ave

- a) New Pedestrian Signal Heads (Countdown)
- b) Remove/Replace with New Controller Cabinet Assembly
- c) New Radio & Antenna

4. Cage Blvd at Bus. 83

- a) Remove/Replace with New Controller Cabinet Assembly
- b) New Radio & Antenna

5. Cage Blvd at Caffery

- a) Remove/Replace with New Controller Cabinet Assembly
- b) New Radio & Antenna

6. Cage Blvd at Kelly

- a) New Signal Poles at NE & SW Corners
- b) New Left Turn Signal Heads
- c) Remove/Replace with New Controller Cabinet Assembly
- d) New Radio & Antenna

7. Cage Blvd at Sam Houston

- a) Remove/Replace with New Controller Cabinet Assembly
- b) New Radio & Antenna

8. Cage Blvd at Ridge

- a) Remove/Replace with New Controller Cabinet Assembly
- b) New Radio & Antenna



AGENDA ITEM REQUEST

MEETING DATE: 3-17-15

INITIATED BY: Roy Garcia DEPARTMENT: Public Works

AGENDA ITEM: Consideration and action, if any, authorizing City Manager to advertise for the purchase and delivery of fuel for the Public Works Department facility.

PARTY MAKING THE REQUEST: Public Works

NATURE OF THE REQUEST: Advertise

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET: \$230,000.00

ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: *[Signature]* DATE: 3-11-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION: Approval



TABLE OF CONTENTS

SUPPLY CONTRACT FOR THE PURCHASE OF FUEL ITEM NO. 1 – UNLEADED MID-GRADE GASOLINE ITEM NO. 2 – NO. 2 DIESEL (ULTRA LOW SULFUR)

PAGE	1	NOTICE TO BIDDERS
PAGES	2-15	INSTRUCTIONS TO BIDDERS
PAGES	16-17	SPECIFICATIONS
PAGES	18-20	BID FORM
PAGES	21-22	SAMPLE GENERAL CONDITIONS & AGREEMENT

NOTICE TO BIDDERS

Sealed bids addressed to Mr. Fred Sandoval, City Manager, City of Pharr, will be received on **Month, day, year** until **time**, at which time they will be taken to the City Commission Room (3rd Floor) of Pharr City Hall and publicly opened and read aloud. Bids must be in the City of Pharr's possession on or before the aforementioned date and time (no late bids will be accepted).

SUPPLY CONTRACT FOR THE PURCHASE OF FUEL ITEM NO. 1 – UNLEADED MID-GRADE GASOLINE ITEM NO. 2 – NO. 2 DIESEL (ULTRA LOW SULFUR)

The City of Pharr reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities, or to accept the Bid considered the best and most advantageous to the City and hold the bids for a period of sixty (**60**) days without taking action.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

Questions of a contractual or technical nature may be directed to Roy Garcia, CPM, Director of Public Works Department by calling (956) 787-9772.

Hand Deliveries: 118 S. Cage Blvd, 4th Floor; Attn: Hilda Pedraza, City Clerk
MAIL BIDS: P.O. BOX 1729, PHARR TX, 78577 ATTN; CITY CLERK'S OFFICE

Envelopes must be clearly marked: **Project No. XXXXXXXX**
FUEL (MID-GRADE & DIESEL)

CITY OF Pharr INSTRUCTIONS TO BIDDER

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the FUEL offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted, and you are the successful bidder, it will be required that the FUEL be provided as specified.

PURPOSE

(1) The purpose of these specifications and bidding documents is to award a Supply Contract for the purchase & delivery of:

SUPPLY CONTRACT FOR THE PURCHASE OF FUEL ITEM NO. 1 – UNLEADED MID-GRADE GASOLINE ITEM NO. 2 – NO. 2 DIESEL (ULTRA LOW SULFUR)

INTENT

(2) The FUEL to be furnished under this bid shall be the type of FUEL specified. All specifications shown are minimum(s). There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

(3) Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and submitted in **DUPLICATE FORM** (one (1) original marked "ORIGINAL," and one (1) copy marked "COPY", complete with all supporting documentation.) *Bids submitted by facsimile (fax) or electronically will NOT be accepted.* Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder/Respondent. Bids which do not comply with these specifications may be rejected at the option of the City. Bids must be filed with the City of Pharr, before opening day and hour. No late Bids will be accepted; they will be returned to Bidder unopened (if properly identified).

HAND DELIVERIES: 118 S.CAGE BLVD., 4TH FLOOR ATTN: CITY CLERK'S OFFICE
MAIL BIDS: P.O. BOX 1729, PHARR TX, 78577 ATTN; CITY CLERK'S OFFICE

Bidders are advised that a formal **Sealed Bid** submittal is **required**.

BID BOND

(3A) The bidder is specifically advised that it shall be mandatory that a certified cashier's check of the bidder, letter of credit or a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five (5) percent (%) of the total amount bid, must be provided to the City of Pharr with bid package, as a guaranty that the respondents will meet all specification requirements and delivery date(s). Bidder's failure to comply with specification requirements and delivery date(s) shall forfeit the funds. The successful bidder's bid bond shall be returned when delivery has been made and all specifications have been complied with.

INSTRUCTIONS TO BIDDERS Continued:

PREPARATION OF BID

(4) Bids MUST give full firm name and address of Bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.** Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

(5) Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bids may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr.

FEDERAL EXCISE TAX

(6) **FEDERAL EXCISE TAX MUST NOT BE INCLUDED IN BID.**

SUBSTITUTIONS

(7) No substitutions or cancellations shall be permitted without written approval by City of Pharr.

NO BID RESPONSE

(8) If unable to bid, bidder should return inquiry giving reasons.

EXCEPTIONS

(9) Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the FUEL to be ready for use or which are normally furnished as standard specifications shall be furnished by the successful bidder and shall confirm in strength and quality to the accepted standards of the industry. The bidder shall attach to his/her proposal sheet a list of any exceptions to the specifications if unable to do so, on specification sheet.

DELIVERY

(10) Number of days required to deliver FUEL after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete delivery within 24 hours.

DELAY IN DELIVERY

(11) When delay can be foreseen, Bidder shall give prior notice to City of Pharr/Public Works Department. Bidder must keep City of Pharr/Public Works Department advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Pharr/Public Works Department to purchase such FUEL elsewhere and charge increase in cost and handling to defaulting vendor.

INSTRUCTIONS TO BIDDERS Continued:

(11A) Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

QUOTE DELIVERED PRICING

(12) Bidder(s) are to indicate on bid form(s), for each fuel, if they will pass the cost of loading/delivery fee(s) to the City of Pharr. If so, a loading/delivery fee schedule **must** be attached to the bid submittal. i.e. State mandated freight charges such as the 80th Legislature enacted House Bill 3554. Bids subject to unlimited price increase will not be considered. The City of Pharr shall honor only the unit prices stated in the proposal; therefore, same should be incorporated and all costs at time of submittal. .

SPECIAL CIRCUMSTANCES

(13) In the event that the City of Pharr has an immediate need for a particular item(s) that is/are on contract and the successful vendor on contract is not able to meet the special delivery time frame as needed by the City of Pharr, the City of Pharr reserves the right to purchase such item(s) elsewhere to fulfill its immediate need.

TIME ALLOWED FOR ACTION TAKEN

(14) The City of Pharr may hold bids sixty (60) days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

(15) The City of Pharr reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Pharr.

COSTS FOR PREPARATION OF BID

(16) The City of Pharr shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

COMPARABLE ITEM(S)

(17) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing the FUEL is merely descriptive, and not restrictive, and is used only to indicate the type and quality of FUEL desired. If a bidder quotes on FUEL other than the ones specified, which he/she considers comparable, the bidder must get the fuel being proposed "Pre-Qualified" by the City of Pharr. The type and quality of said FUEL must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the FUEL as called for.

INSTRUCTIONS TO BIDDERS Continued:

INDEMNIFICATION CLAUSE Continued:

(18) The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Public Works as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

ADDENDA

(19) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Public Works (Public Works office 956-787-9772) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Bidder(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Pharr and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Respondent/Bidder from its terms and requirements.

INSTRUCTIONS TO BIDDERS Continued:

PAYMENT

(20) The City of Pharr will execute payment by mail in accordance with the State of Texas Pay Law after for those quantities of FUEL that have been received, invoiced and found to meet City of Pharr specifications. No other method of payment will be considered.

SYNONYM

(21) Where in this bid package FUEL, ITEM, MID-GRADE & DIESEL, PRODUCT is used, its' meaning shall refer to purchase & delivery of **[ITEM NO. 1 – UNLEADED MID-GRADE GASOLINE ITEM NO. 2 – NO. 2 DIESEL (ULTRA LOW SULFUR)]** as specified.

ASSIGNMENT

(22) Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Public Works Department for the City of Pharr.

INTERPRETATIONS

(23) Any questions concerning the conditions and/or specifications with regards to this bid solicitation shall be directed to the designated individuals as outlined in the Notice to Bidders. Such interpretations, which may affect the eventual outcome of this bid, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Pharr in accordance with paragraph entitled "Addenda".

GEOGRAPHICAL LOCATION

(24) The geographical location(s) of bidder's/respondent's facilities referenced Service will be a factor in the evaluation and award of contract. All items, if more than one, will be evaluated and awarded individually or in any combination thereof.

STATUTORY REQUIREMENTS

(25) It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S/RESPONDENT'S EMPLOYEES

(26) Neither the Bidder/Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Purchase/Service/Supply Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

EVALUATION

(27) Number of days and/or weeks stated on bid form for delivery will be a factor in the evaluation and award of contract.

INSTRUCTIONS TO BIDDERS Continued:

NON-ACCEPTANCE

(28) Bidders are advised that any part of the specification, as awarded, that is not met at time of delivery regardless of how major or minor it might be shall be grounds for non-acceptance of delivery.

CONTRACT TERM

(29) Contract term shall be for Fiscal Year commencing on the date of award of the Supply Contract and ending September 30th thereafter. **The City of Pharr reserves the right to extend this contract for three (3) additional years in one (1) year increments if the performance of the successful contractor is satisfactory and the profit margin remains unchanged.**

VERBAL THREATS

(30) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

(31) In the event that mathematical errors exist in any proposal, unit prices/rates -v- totals, unit prices/rates will govern.

OMISSIONS

(32) At the time of the opening of proposals each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the proposal packet. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

FLUCTUATION IN PRICES

(33) If successful vendor has promotional sales on items that are on contract with the City of Pharr, it shall be the successful vendor's obligation/responsibility to pass on the additional savings to the City of Pharr.

PRICE DECREASE OR DISCOUNT INCREASES

(34) Bidder(s) are required to immediately implement any price decrease or discount increase that may become available due to changing market conditions. The City of Pharr must be notified in writing for updating of contract pricing.

RIGHT TO WAIVE

(35) City of Pharr reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Pharr.

INSTRUCTIONS TO BIDDERS Continued:

COOPERATIVE PRICING

(36) Bidders are advised that in addition to responding to our "local" solicitation for bids/proposals with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, H-GAC, TPASS, TX DOT, US Communities and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour. If applicable, bidders providing Cooperative pricing shall not be required to provide a Bid Bond.

HUB CERTIFICATION

(37) State Certified "**HUB Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Public Works Department at (956) 787-9772).

CONFIDENTIAL INFORMATION

(38) Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

AUDIT

(39) The City of Pharr reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Pharr, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(40) Vendor's past performance shall be taken into consideration in the evaluation and award of Supply Contract for the Purchase of FUEL.

JURISDICTION

(41) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(42) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

INSTRUCTIONS TO BIDDERS Continued:

LITIGATION

(43) Be advised that any Bidder that is involved in any litigation with the City of Pharr will not be considered for award of this supply contract.

ANTI-LOBBYING PROVISION

(44) During the period between proposal submission date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote, verbal or written, their proposal with any member of the City Commission members directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractor(s) regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Bidder violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Bidder being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this bid. Violation of this provision may result in the rejection of the bidder's bid, except in the course of City-sponsored inquiries, briefings, interviews, or presentations.

DISCLAIMER

(45) While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of Pharr accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided "as is" and you, the user, assume the entire risk when you use them.

WAIVER

(46) Due to the electronic transmissions, the City of Pharr does not guarantee nor will it be liable for the accuracy of what is read or what is downloaded.

LIMITATION OF LIABILITY

(47) Vendors that use the services available through the city's webpage agree that the City of Pharr shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

AWARD

(48) For purposes of this project, award will be contingent on approval of budget.

FAILURE TO DELIVER

(49) **BIDDERS ARE ADVISED THAT FAILURE TO DELIVER FUEL WITHIN THE TIME FRAME(S) ALLOWED (after receipt of order by fax, mail, email, or by telephone order), SHALL BE GROUNDS FOR TERMINATION OF CONTRACT.** In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

INSTRUCTIONS TO BIDDER Continued:

CONFLICT OF INTEREST

(50) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Pharr not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONTRACT TERMINATION CLAUSE

(51) The parties agree that the City of Pharr reserves the right to terminate this contract in whole or in part, at any time, if in the opinion of the City of Pharr, the successful vendors' performance is not acceptable, if the City is being repeatedly over charged, improperly charged, or in the event that no funds are appropriated for this specific purpose, or if the City wishes, without cause, to discontinue/cancel this contract. If the City determines at the City's sole discretion, that termination is in the City's best interests, the City shall give written notice to the vendor/bidder/contractor of its intention to terminate and the contract shall terminate after the expiration of fifteen (15) days from the date of the written notice. After the expiration of the fifteen (15) days and the termination of this contract the City shall be relieved of any and all obligations and/or responsibilities arising from this contract including but not limited to the payment of any damages and/or penalties. Contractor shall be paid for products and/or services rendered and accepted in accordance with the contract, for work performed up to the time of termination.

BASIS OF AWARD

(52) Bidders are advised that for purposes of this supply contract the basis of award shall be on a cost per gallon.

NON-APPROPRIATION CLAUSE

(53) In the event that no funds are appropriated for this specific purpose, the City of Pharr reserves the right to cancel/terminate this contract. The City of Pharr shall be relieved of any and all responsibilities and/or obligations, without penalty(ies) of any sort. The vendor shall be notified in written form of the City of Pharr's intent to cancel/terminate said contract due to lack of funds.

INSTRUCTIONS TO BIDDERS Continued:

HOLD HARMLESS

(54) The successful contractor agrees to indemnify and hold the City harmless of and from any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of contractor and/or contractor's subcontractor and of and from claims of any other person or persons for injuries, losses or damages sustained at around or in connection with the work, unless the negligence of the City and/or its servants and agents, is shown to be the sole proximate cause of said injury, loss or damage. Contractor agrees to carry adequate public liability insurance and provide the City with a copy of the certification of said insurance.

RIGHT TO INSPECT

(55) The City reserves the right to inspect bidder's facilities and equipment. These will be part of the factors considered in the evaluation and award of bids received.

UNIT PRICES

(56) Unit prices must be firm on bid opening date and continue to be firm for the duration of the contract. Bids having statements addressing unknown charges to the City of Pharr will not be considered and shall be looked upon as non-responsive. Bids submitted on the basis of "prices in effect at time of shipment" and not the OPIS published pricing, shall not be considered and shall be looked upon as non-responsive.

UNIT PRICE FLUCTUATION

(57) During the period of this contract, prices on fuels shall be locked in for the first six (6) months from contract approval. Contract pricing on fuels may be increased or decreased, but should not exceed 3% of unit price thereafter. This fluctuation in prices will be governed by an index made up of the composite posted prices (without taxes & freight charges) in South Texas of those companies published in the Publication of Oil Prices Information Service (OPIS). The bid price(s) (contract price(s)) shall be compared to the composite index and may be increased or decreased as the composite index dictates at time of order. The "OPIS" publication will be the official reference as to price adjustments requested by contractor. It shall be the responsibility of the contractor to notify the Director of Public Works in writing in reference to any increases or decreases, mandated by the Federal and/or State governments that may come about during the contract period, other than what the OPIS index would dictate. The successful contractor's profit margin shall remain firm for the duration of the contract period.

METHOD OF PAYMENT

(58) The successful vendor shall invoice the City of Pharr within three (3) days following delivery of all fuels. Fuel(s) shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be associated to a Purchase Order at time of invoicing. The City of Pharr will reciprocate with payment by mail in accordance with the State of Texas Pay Law after **Fuel** has been received and found to meet City of Pharr specifications. No other method of payment will be considered.

EXACT UNIT PRICE

(59) It shall be the responsibility of the vendor to quote exact unit price per gallon to the City of Pharr when an order is placed for delivery of fuel(s). Unit prices quoted shall be from the most current OPIS publication and shall be itemized in such a form as to identify the State Fuel Tax and Profit Margin, cost of fuel and loading/delivery fees separately.

INSTRUCTIONS TO BIDDERS Continued:

TEST AND REPAIRS

(60) It shall be the responsibility of the successful contractor to pay for any and all tests and repair expenses incurred by the City of Pharr as a result of inferior and/or contaminated fuels.

ADDITIONAL COSTS

(61) Bidders are advised that they will need to submit, in written form, and attach to their bid, any State mandated freight charges; i.e. the 80th Legislature enacted House Bill 3554. Failure to identify such costs shall exempt the City from any responsibility and/or liability in respect to honoring or paying same.

FUEL CONSUMPTION DATA

(62) This information is intended to give Bidders an understanding as to how much fuel was consumed by the City for the two (2) fuels used, in a twelve (12) month period (historical data). **These amounts are approximate only and may vary in future purchases:**

Unleaded Mid-Grade Gasoline	23,689.04 Gallons
Diesel (Ultra-Low Sulfur)	30,815.57 Gallons

Bidders are advised that this information is simply an average and is to be used if desired as an aid in putting together their bids. Quantities are estimates; fuel bid(s) may be awarded separately at city's discretion.

EXEMPTION CERTIFICATE

(63) Bidders are advised that the City of Pharr shall provide the successful contractor with an exemption certificate at the start of the contract, so that the contractor will exclude the Federal Excise Tax from all invoicing.

TANKS

(64) Presently the City of Pharr has fuel tanks at the following location. We have provided the tank capacities, as well as, the type of fuel that is contained in each tank. Both are above ground tanks.

Public Works Facility (2) tanks – 1015 E. Ferguson (FM 495)

- 1 - 8,000 gallon tank, which contains No. 2 Diesel (Ultra-Low Sulfur)
- 1 - 8,000 gallon tank, which contains Unleaded Mid-Grade Gasoline

INSTRUCTIONS TO BIDDERS Continued:

INSURANCE REQUIREMENTS

(65) The Certificate of Insurance should be made to the City of Pharr, P.O. Box 1729 Pharr TX, 78577,(118 S. Cage Blvd., Texas 78577) and should reference the operation.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of Pharr and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

INSTRUCTIONS TO BIDDERS Continued:

(66) INSURANCE REQUIREMENTS Continued:

- A. **Comprehensive Commercial General Liability:** The Contractor/Respondent/Selected Firm shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Pharr" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr, or its assigned shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

- B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

This policy of insurance shall name the "City of Pharr" as an additional insured.

- C. **Umbrella/Excess Liability:** Contractor/Respondent/Selected Firm shall provide umbrella/excess coverage with limits of no less than \$1,000,000 excess of Commercial General Liability, Employer's Liability and Auto Liability.

- D. **Builder's Risk/Fire & Extended Coverage**

The Contractor shall insure the building or other work included in this contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

INSTRUCTIONS TO BIDDERS Continued:

(66) INSURANCE REQUIREMENTS Continued:

D. Builder's Risk/Fire & Extended Coverage (Continued):

The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alternations, construction or erection to the described property.

- E. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Pharr in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- F. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of \$25,000.

- G. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all approved sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

COVERAGE CONTINUATION

(67) Contractor shall be responsible in maintaining the insurance current throughout the term of the contract. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) days of receipt of written notice at any time during the contract, the City shall have the right to consider the contract breached and justifying termination thereof.

**CITY OF Pharr
SPECIFICATIONS FOR A SUPPLY CONTRACT
FOR THE PURCHASE OF FUEL**

PROJECT NO. XXXXXXXXXX

BID OPENING DATE: XXXXXXXXXXXXXXXXXX

Please read your specifications thoroughly and be sure that the **FUEL** offered comply(ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the **FUEL** be furnished as specified.

GENERAL PURPOSE

The purpose of these specifications is to establish a Supply Contract for the Purchase and delivery of **FUEL** for the production of chloramines on a cost per pound basis. The City has developed the following criteria to insure a fixed cost of treatment and that bids received are from experienced chemical suppliers

MINIMUM REQUIREMENTS

ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE

To be supplied by one of the refiners listed in OPIS Report.
FG X API regional specs for the relevant month. (No oxidated and/or alcohol base compound may be added.) **Fuels must meet following criteria:**

<u>R + M</u>		
$\frac{2}{2} = 89$ Octane		
<u>PARAMETER</u>	<u>LIMIT</u>	<u>METHOD</u>
Corrosion	1B	ASTM D130
Doctor	Negative	ASTM D484
Sulfur wt%, Max	0.10	ASTM D3120
Color	Un-dyed	Visual
Gum mg/dl, Max	4	ASTM D381
Oxidation Stability Minimum	240	ASTM D525
Phosphorus, g/gal., Maximum	0.0003	ASTM D3231
Lead, g/gal., Max	0.03	ASTM D3237
Oxygen Wt%, Max	2.7	ASTM D4815
Benzene Wt%, Max	4.5	ASTM D3606

SPECIFICATIONS FOR A SUPPLY CONTACT FOR THE PURCHASE OF FUEL Continued:

MINIMUM REQUIREMENTS

ITEM NO. 2 - NO. 2 DIESEL (ULTRA-LOW SULFUR)

To be supplied by one of the refiners listed in OPIS Report.

FG X API regional specs for the relevant month. (No oxidized and/or alcohol base compound may be added.) **Fuels must meet following criteria:**

Gravity API: 30.0

Flash, D-M; °F: 125

Percentage of Sulfur by Weight: 0.05

Viscosity, Suv.; Sec. at 104° F:
1.9 -4.1

Color, ASTM D1500: 1.5 Max

Ash, ASTM D482; Percentage(%): .01 Max

Cetane Index: 41

Distillation 90%: 338 Max

DATE

SIGNATURE

TITLE

COMPANY

**CITY OF Pharr
BID FORM FOR THE PURCHASE OF FUEL**

PROJECT NO. XXXXXXXXXXXX

BID OPENING DATE: XXXXXXXXXXXX

I/We submit(ed) the following bid for the Supply Contract for the Purchase of Fuel according to City specifications, less State Sales Tax:

Unit prices must be firm on bid opening date and continue to be firm for the duration of the contract. Loading/delivery fee schedule must be included with bid submittal. Delivery shall be by transport and/or tank wagon("Bob Truck").

If the Bidder is going to charge the City of Pharr a "Loading/delivery Fee" for each delivery made, **DO NOT** include this fee in the "Profit Margin" area. If the Bidder intends to pass this cost to the City of Pharr, then the bidder shall be required to submit along with their bid a schedule showing a breakdown of gallons delivered vs. cost for same.

ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE

Unit prices based on OPIS Publication pad 3, Harlingen area average pricing dated _____, (Include a copy of publication)

State Fuel Tax: \$ _____

OPIS Average: \$ _____

Profit Margin: \$ _____

Loading/delivery Fee. Deliveries: Gallons; Total fee shall include LUST and OSLF (<.0039> to be included/calculated by COM) \$ _____

(as depicted on chart/schedule)

TOTAL PRICE PER U.S. GALLON:\$ _____

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF FUEL
Continued:

ITEM NO. 2 - NO. 2 DIESEL (ULTRA-LOW SULFUR)

Unit prices based on OPIS Publication pad 3, Harlingen area average pricing dated _____ (Include a copy of publication)

State Fuel Tax: \$ _____

OPIS Average: \$ _____

Profit Margin: \$ _____

Loading/delivery Fee. Deliveries: Gallons; Total fee shall include LUST and OSLF (<.0039> to be included/calculated by COM) \$ _____
(as depicted on chart/schedule)

TOTAL PRICE PER U.S. GALLON:\$ _____

Maximum delivery time to Pharr storage tanks after receiving order by telephone: 24 hours.

Delivery to be from 8:00 am to 5:00 pm p.m. Monday through Friday.

Is Bidder going to pass the cost of loading/delivery fee(s) to the City of Pharr?
____ Yes _____ No (If "yes", loading/delivery fee schedule must be attached to proposal).

Have you attached the breakdown as called for above? _____ Yes _____ No

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit prices? Yes _____ No _____

Please specify hours of operation _____

Please specify name of person(s) authorized to give prices on fuel: _____

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/bidders are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TPASS, TX DOT, US Communities and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included) **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

**CITY OF Pharr
FUEL CONTRACT
GENERAL CONDITIONS AND AGREEMENT**

1. Vendor proposes and offers to supply the City of Pharr with all of the City's fuel needs on Unleaded Mid-Grade Gasoline, and No. 2 Diesel (Ultra-Low Sulfur), (Circle one or all) for a period commencing on on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for an additional 3 years in one (1) year increments if the performance of the successful contractor is satisfactory and the profit margin remains unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of fuel(s) and the transferring of same into the City's storage tanks.
4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.
5. Neither the vendor nor his/her employees engaged in the delivery and transferring into the City's storage tanks of fuels shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all transport and/or tank wagons at any and all delivery points, before the actual transfer of fuel(s) and after completion of transfer of fuel(s).
6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the fuel(s) being bided from an accredited testing laboratory company shall also accompany the bid.
7. It shall be the responsibility of the vendor to pay for any and all tests of fuel(s) and fleet repair expenses incurred by the City of Pharr as a result of inferior and/or contaminated fuel(s).
8. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the fuel(s) being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of five (5) days to become effective.
9. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Fred Sandoval, City Manager, City of Pharr.

**CITY OF Pharr
FUEL CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:**

Accepted this _____ day of _____, 2015.

COMPANY

CITY OF PHARR

OWNER

OWNER

LEOPOLDO "POLO" PALACIOS, JR.

SIGNATURE

SIGNATURE



AGENDA ITEM REQUEST

MEETING DATE: 3-3-15

INITIATED BY: Roy Garcia DEPARTMENT: Public Works

AGENDA ITEM: Consideration and action, if any, authorizing City Manager to advertise for the Removal & Disposal of Used Tires and Rubber Scrap services.

PARTY MAKING THE REQUEST: Public Works

NATURE OF THE REQUEST: Advertise

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET: \$30,000.00

ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: [Signature] DATE: 3/11/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION: Approval

**City of Pharr, Public Works Department
CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF USED TIRES
AND RUBBER SCRAP SERVICES**



TABLE OF CONTENTS

**SUPPLY CONTRACT FOR REMOVAL AND DISPOSAL OF USED TIRES AND
RUBBER SCRAP SERVICES**

PAGE	2	NOTICE TO BIDDERS
PAGES	3- 4	INSTRUCTIONS TO BIDDERS
PAGES	5	BID FORM
PAGES	6-7	GENERAL CONDITIONS & AGREEMENT

**City of Pharr, Public Works Department
CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF USED TIRES
AND RUBBER SCRAP SERVICES**

NOTICE TO BIDDERS

Sealed bids addressed to Mr. Fred Sandoval, City Manager, City of Pharr, will be received on **Month, day, year** until **time**, at which time they will be taken to the City Commission Room (3rd Floor) of Pharr City Hall and publicly opened and read aloud. Bids must be in the City of Pharr's possession on or before the aforementioned date and time (no late bids will be accepted).

**SUPPLY CONTRACT FOR THE REMOVAL AND DISPOSAL OF
USED TIRES AND RUBBER SCRAP SERVICES**

The City of Pharr reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities, or to accept the Bid considered the best and most advantageous to the City and hold the bids for a period of sixty **(60)** days without taking action.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

Questions of a contractual or technical nature may be directed to Roy Garcia, CPM, Director of Public Works Department by calling (956) 787-9772.

Hand Deliveries: 118 S. Cage Blvd, 4th Floor; Attn: Hilda Pedraza, City Clerk
MAIL BIDS: P.O. BOX 1729, PHARR TX, 78577 ATTN; CITY CLERK'S
OFFICE

Envelopes must be clearly marked: **BID #** _____

**City of Pharr, Public Works Department
CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF USED TIRES
AND RUBBER SCRAP SERVICES**

BID # xxxxxxxxxxxxxx

BID OPENING DATE: _____

Please read the specifications listed below for the **collection of used tires and rubber scrap removal and disposal/recycling services**. Any variation from the specifications listed must be clearly indicated with a cover letter that must be attached to your bid.

CONTRACTOR RESPONSIBILITY:

Contractor shall be solely responsible and liable for the safety and well-being of contractor/personnel performing duties under the terms of this contract. Any and all vehicles used in the transportation of any material mentioned shall be equipped with features that prevent debris from being scattered along roadways while in transport as well as the preventive maintenance of such equipment.

Contractor shall furnish all materials, equipment and supplies necessary to execute the specified services. Contractor shall be fully responsible for the proper transportation, storage and disposal of materials taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition or other used material shall comply with all federal, state and local laws, ordinances, pertinent policies, rules and regulations. Special attention shall be given to the Texas Statute relating to waste and tire disposal.

CONTRACT DESCRIPTION: This contract shall be for the services of the collection and removal of scrap used tires and rubber scraps of assorted sizes throughout the city.

CONTRACT INSTRUCTIONS: This specification governs the collection, removal and disposition of used tires and other similar rubber items including but not limited to used tires, tire pieces, inner tubes, tube liners, flaps, fan belts or similar materials accumulated at the location within the City of Pharr, ETJ and the Public Works (Recycling) Department.

The City of Pharr, Public Works (Recycling) Department encourages the successful contractor to utilize any collected material as rubber derived fuel or otherwise recycle the scrap materials collected for beneficial use and maximum extent practicable.

**City of Pharr, Public Works Department
CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF USED TIRES
AND RUBBER SCRAP SERVICES**

TYPE OF CONTRACT: Firm fixed price.

RENTAL HISTORY: This information is intended to give bidders an understanding as to how many trailers were used by the city for a two (2) year period (historical data); **39 trailers were used for the hauling of tires.**

TERM OF CONTRACT: One (1) year from date of award, with the option to extend for three (3) additional years, in 1-year increments if the performance of successful contractor remains satisfactory.

DATE

SIGNATURE

TITLE

COMPANY

**City of Pharr, Public Works Department
CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF USED TIRES
AND RUBBER SCRAP SERVICES**

Project No. 1011-01-517-0008

BID OPENING DATE: _____

I/WE SUBMIT THE FOLLOWING BID IN **DUPLICATE FORM** FOR COLLECTION OF USED TIRES AND RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICES ACCORDING TO CITY SPECIFICATIONS, LESS STATE SALES TAX: PER BULK LOAD (53' TRAILER LOAD).

Bidder Price Proposal Amount: \$_____ (per 53' trailer load)

Please specify hours of operation. _____

Please specify name of person(s) authorized to receive orders for pickups:

Respectfully submitted this _____ day of _____, 2015.

SIGNATURE: _____

TITLE: _____

TYPE/PRINT NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

EMAIL: _____

**City of Pharr, Public Works Department
CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF USED TIRES
AND RUBBER SCRAP SERVICES**

1. Contractor proposes to offer the City of Pharr, Public Works Department (Recycling Center) with collection services for all of the city's used tire and rubber scrap material for a period of one (1) year, with option to extend for three (3) additional years, in one (1) year increments, as noted in the "Specification", "Instructions to bidder" and at unit prices as stated on "Bid Form".
2. Contractor agrees to meet and abide by all requirements as noted on the "Specifications", "Instructional to Bidder", and "Bid Form".
3. It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of service to City of Pharr, Public Works (Recycling Center).
4. It shall be the responsibility of the Contractor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance as defined in Federal and/or State law requirements.
5. Neither the Contractor nor his/her employees engaged in the collection and transporting of used tires and rubber scrap shall be considered employees of the city. The method and manner of said performance shall be under the exclusive control of the Contractor's personnel. The city shall have the right to inspect any and all equipment used to carry out the required service at any time.
6. Contractor shall furnish the City of Pharr, Public Works Department (Recycling Center) with true and factual information of company's including a list of cities presently being serviced and TCEQ permit numbers.
7. It shall be the responsibility of the Contractor to pay for any and all Federal (EPA) and State (TCEQ) permits, licenses, and other associated costs necessary to provide this service to the City of Pharr, Public Works Department (Recycling Center).
8. Contractor shall furnish a **minimum of (2) enclosed** lockable trailers to be used by the city for the collection of used tires at the recycling center including special projects designated by the city. During these projects, the city may require multiple trailers for special events, weekend collection and/ or holidays at unit price said. A curtesy 24hr notice will be given by the city for these events.

**City of Pharr, Public Works Department
CONTRACT SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF USED TIRES
AND RUBBER SCRAP SERVICES**

- Recycling center crew will be responsible for loading the tires and contacting contractor when their trailer is ready for collection.
9. Contractor shall remove each trailer loaded with tires within 48 hours of the city's request. In the event the trailer cannot be removed within the 48 hours, allocated contractor will notify the city immediately as to reason and the time/date the trailer will be removed.
 10. The City of Pharr, Public Works Department (Recycling Center) reserves the right to terminate this contract with the opinion of the city, the performance of the Contractor and/or service delivery is not acceptable to the City of Pharr, Public Works Department (Recycling Center). Such notice shall be given in writing, allowing a maximum of five (5) days for effectiveness.
 11. This serves as a proposal and an offer by the Contractor to the City of Pharr, Public Works Department (recycling Center) and shall not be binding upon the city unless accepted and signed by Fred Sandoval, City Manager, City of Pharr.

Accepted this _____ day of _____, 2015

COMPANY NAME

CITY OF PHARR
OWNER

OWNER/REPRESENTATIVE

LEOPOLDO "POLO" PALACIOS, JR.
MAYOR

SIGNATURE

SIGNATURE



AGENDA ITEM REQUEST

MEETING DATE: 3/17/2015

INITIATED BY: _____ DEPARTMENT: Boggus Ford Events Center

AGENDA ITEM: Consideration and action, if any, authorizing city manager to advertise for request for proposals for the Boggus Ford Events Center concessionaire.

PARTY MAKING THE REQUEST: Boggus Ford Events Center

NATURE OF THE REQUEST: Contracting Concessionaire for the Boggus Ford Events Center

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

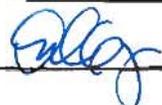
APPROVAL:

DEPT. HEAD: 

DATE: 3/12/15

ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: 

DATE: _____

STAFF RECOMMENDATION:

Consideration and action, if any, authorizing city manager to advertise for request for proposals for the Boggus Ford Events Center



“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 17, 2015

Conditional Use Permit **Renewal** for ABC - D’s Paradise

Background:

Raul Fong is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 11th renewal for Raul Fong d/b/a D’s Paradise.

The property is located at 107 East Newcombe Avenue (Park). It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC\ABC_R FONG dba D’S PARADISE_2004



INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COMMISSION

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

THROUGH: FRED SANDOVAL, CITY MANAGER

DATE: MARCH 17, 2015

RE: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC-
FILE NO. CUP#040213 (D'S PARADISE LOUNGE)

GENERAL INFORMATION:

APPLICANT: Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 107 East Newcombe Avenue (Park).

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

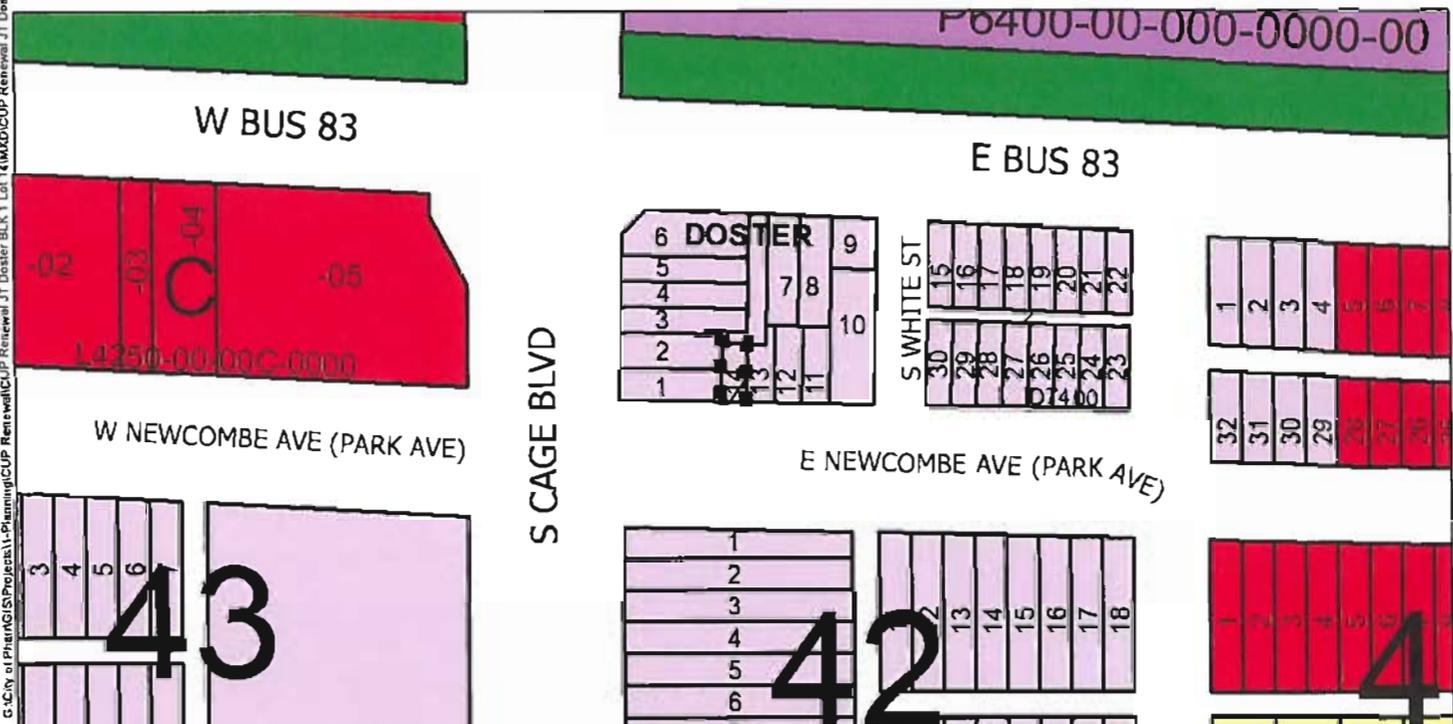
PLANNING DEPT.:

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

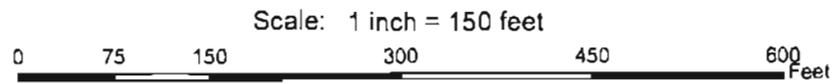
DEVELOPMENT SERVICES

RECOMMENDATIONS:

The Department of Development Services is recommending approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant being in compliance with all other 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
COMMUNITY PLANNING & DEVELOPMENT
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT
INSPECTION FORM**

3875

OWNER/APPLICANT: RAUL FONG PHONE: 787-0771
 ADDRESS: 167 E NEWCOMBE (PARK)
 TYPE OF BUSINESS: LOUNGE NAME OF BUSINESS: D'S PARADISE
 LEGAL: _____ SUBD.: _____

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

BUILDING STATUS/STRUCTURAL:

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

MEANS OF EGRESS:

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

ACCESSIBILITY:

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

ELECTRICAL:

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

MECHANICAL:

1. REGISTERS SUBSTANDARD
 2. GRILL SUBSTANDARD
 3. DRAIN SUBSTANDARD
 4. EQUIPMENT SUBSTANDARD

PLUMBING:

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

WATER HEATER:

1. LOCATION OUTSIDE SUBSTANDARD
 2. T.P. VALVE & DRAIN SUBSTANDARD
 3. SHUT-OFF VALVE SUBSTANDARD
 4. VENT SUBSTANDARD

GAS SYSTEM

PREMISE ELEC SUBSTANDARD
 GARBAGE CONTAINER DUMPST SUBSTANDARD

PASSED

 FAILED:

 PASSED WITH
 CONDITIONS:

 RE-INSPECT
 DATE:

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

- 1 COMPLIES WITH ALL CODES
- 2 _____
- 3 _____
- 4 _____
- 5 _____

PREPARED BY: [Signature] DATE: 2-19-2015
 RECEIVED BY: [Signature] DATE: 2-19-2015

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 18, 2015

D'S PARADISE
107 E PARK AVE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 18, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Tamara Mendoza

RECEIVED

PHARR DEVELOPMENT
SERVICES DEPT.

FEB 19 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: 02/10/2015
 Re: Conditional use Permit Renewal for ABC – File No. CUP#040213 (D's Paradise Lounge)

Raul Fong (TDL#09223442) d/b/a D's Paradise Lounge 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-2). The property is more fully described as follows:

Legal Description: Lot 14, Blk. 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 107 E. Newcombe Ave. (Park) – Telephone Number: 956-787-0771

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.



INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: EDWARD M. WYLIE, P&Z DIRECTOR

THROUGH: FRED SANDOVAL, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC
FILE NO. CUP#040213 (D'S PARADISE LOUNGE)

DATE: MARCH 17, 2015

Raul Fong, d/b/a D's Paradise Lounge, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is more fully described as follows:

Legal description: Lot 14, Blk. 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas.

Physical address: 107 East Newcombe Avenue (Park).

Planning staff is recommending approval of the renewal of the Conditional Use Permit provided the 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 17, 2015
RE: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#150209
(EL BARCO DE VELA MARISCOS & MORE RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Ruben Vela, d/b/a El Barco De Vela Mariscos & More 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 Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 3, Block 51, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 205 South Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the North, South and West, and General Business District (C) to the East. 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 DEPARTMENT: Recommends approval of the Conditional Use Permit. (See attached memo)

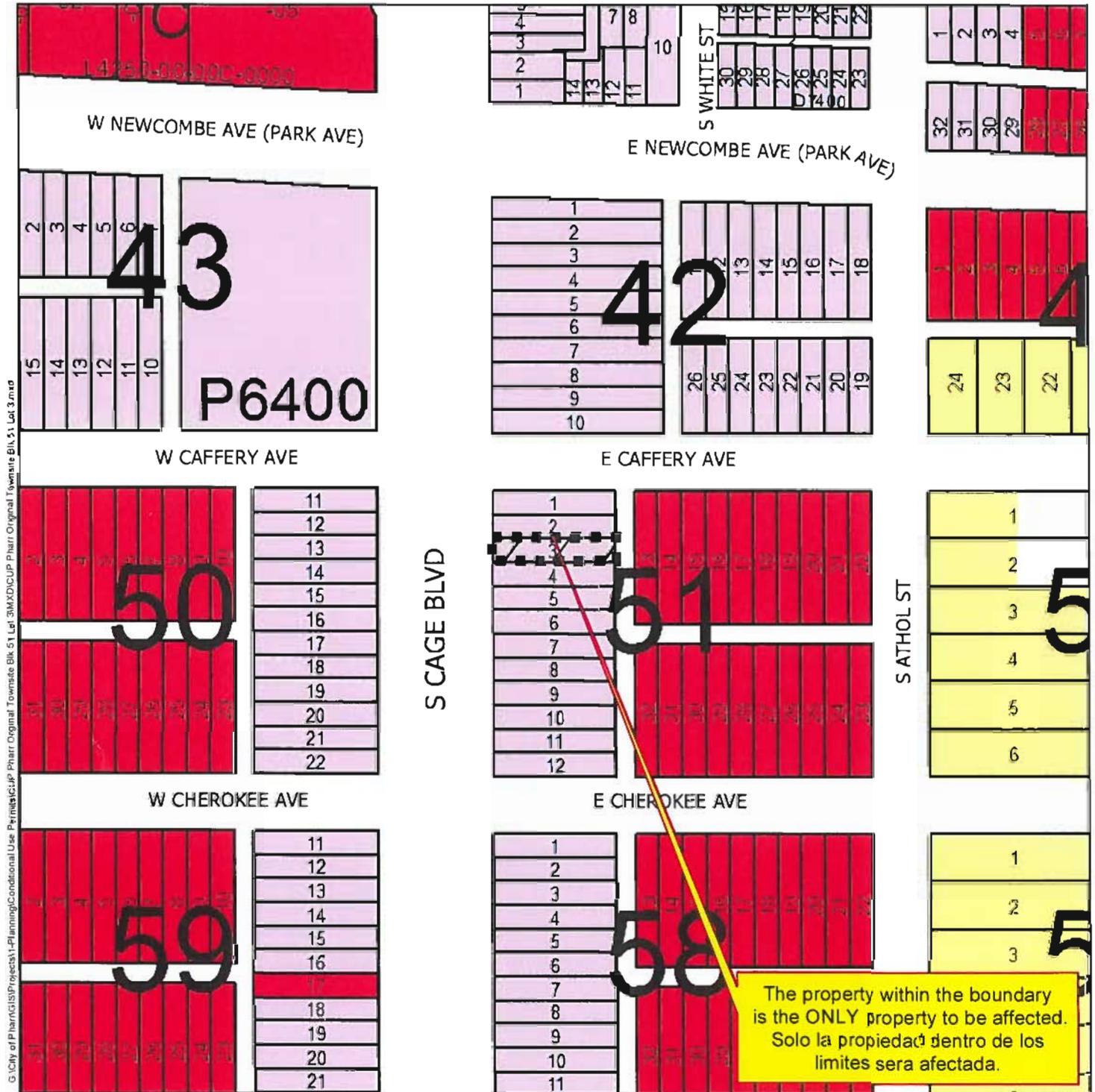
POLICE CHIEF: Recommends approval of the Conditional Use Permit. (See attached memo)

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

NOTIFICATION OF PUBLIC: Fourteen (14) 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.

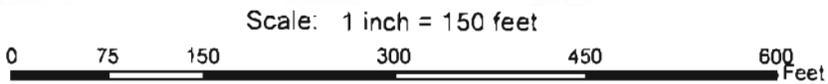
DEVELOPMENT SERVICES STAFF RECOMMENDATIONS: Development Services Staff recommends approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site being in compliance with all City Ordinances and City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

PLANNING & ZONING COMMISSION: The 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 Business District (C-2) subject to staff's recommendations.

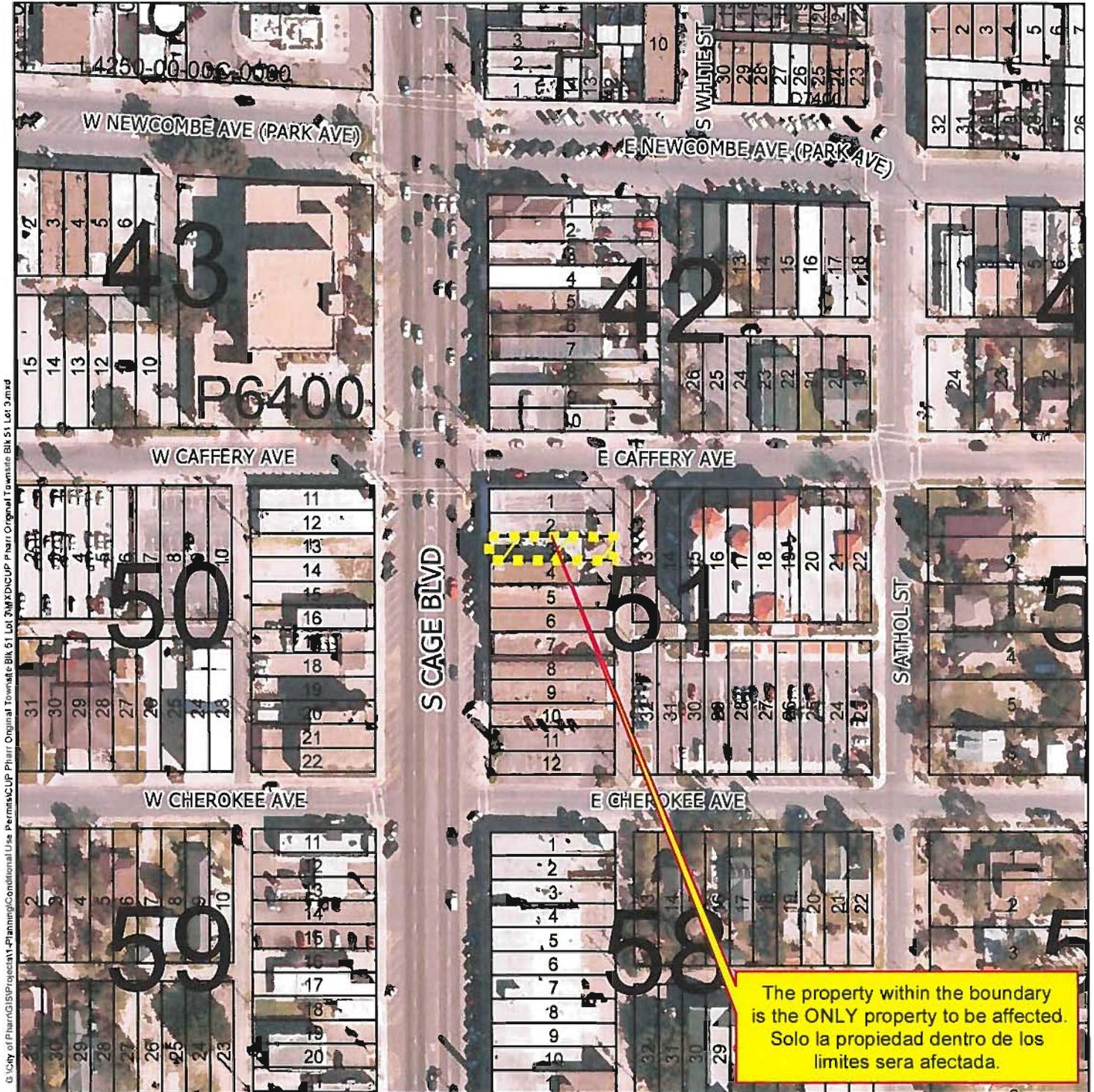


The property within the boundary is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

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



Proposed Conditional Use Permit
 Pharr Original Townsite Blk 51 Lot 3
 El Barco De Vela

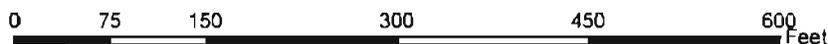


G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Pharr Original Townsite Blk 51 Lot 3.mxd

- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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
 958.702.5355

Scale: 1 inch = 150 feet



Date: 2/13/2015

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

3887

OWNER/APPLICANT: RUBEN VELA PHONE: 276-3895
 ADDRESS: 205 SOUTH CABE
 TYPE OF BUSINESS: RESTAURANT NAME OF BUSINESS: EL BARCO MARISCOS
 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 _____ 2 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 ATTIC ELEC. 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

PASSED

FAILED:

**PASSED WITH
CONDITIONS:**

**RE-INSPECT
DATE:**

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

1. BUILDING IS IN REASONABLE CONDITION
2. AT TIME OF INSPECTION
3. _____
4. _____
5. _____

PREPARED BY: [Signature] DATE: 2-20-15
 RECEIVED BY: [Signature] DATE: 2-20-15

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
flreprevention@pharrfd.net

February 17, 2015

EL BARCO DE VELA MARISCOS & MORE
205 S CAGE BLVD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 17, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Arturo Agullar

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

FEB 17 2015

DAVID O'NEILL



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: 02/23/2015
 Re: Conditional use Permit for ABC – File No. CUP#150209 (El Barco de Vela Mariscos & More Restaurant)

Ruben Vela (TDL#19399227) d/b/a El Barco de Vela Mariscos & More Restaurant, has 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-2). The property is more fully described as follows:

Legal Description: Lot 3, Block 51, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 205 S. Cage Blvd. – Contact Number: 832-276-3895

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

REPLY

OK

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: _____

Joel Robles

Date: 02/23/2015

RECEIVED
 PHARR DEVELOPMENT
 SERVICES DEPT.

FEB 24 2015



INTEROFFICE MEMORANDUM

To: MAYOR AND CITY COMMISSION

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

Subject: CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC –
FILE NO. CUP#141267 (LA BARRA)

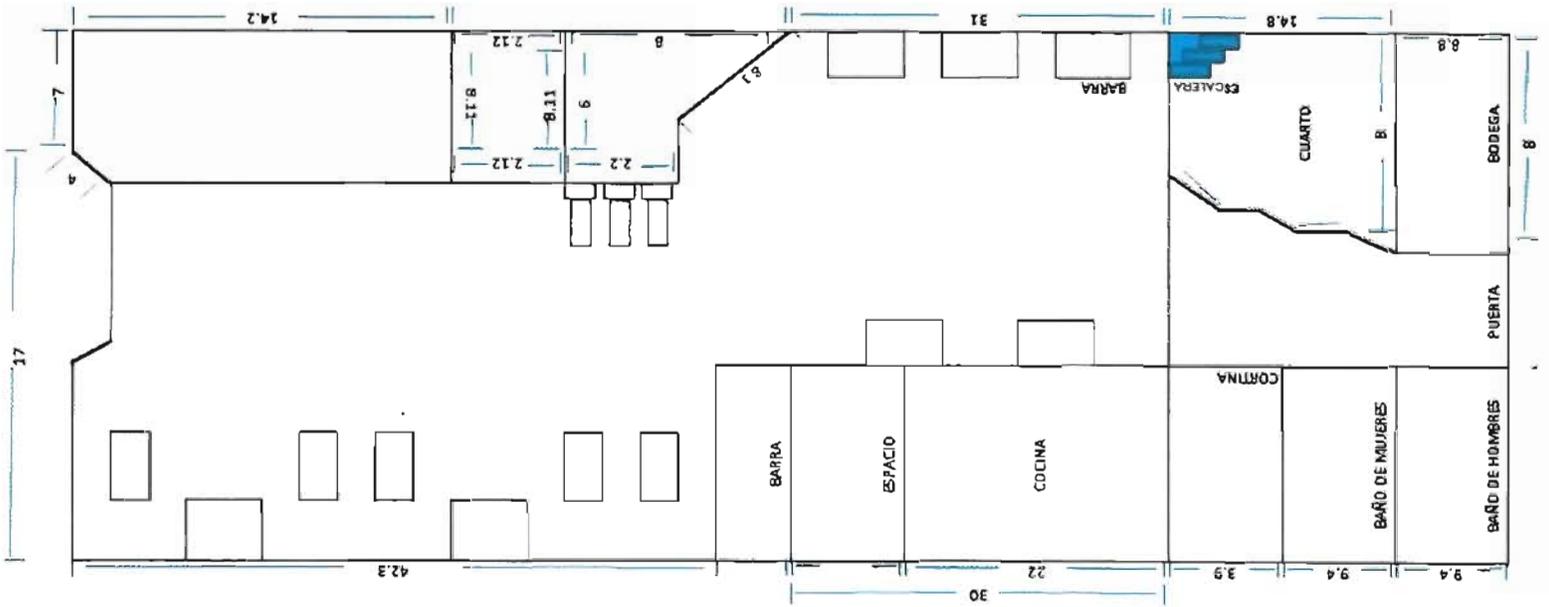
Date: FEBRUARY 17, 2015

Ruben Vela, d/b/a El Barco De Vela Mariscos & More 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 Business District (C-2). The property is more fully described as follows:

Legal Description: Lot 3, Block 51, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 205 South Cage Boulevard.

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.



COCTELES	CHICO	GRANDE	PLATOS INDIVIDUALES	BEBIDAS
CAMARON.....	\$ 5.99	\$ 8.99	CHICHARRON DE CATAN..... 4 CHICHARRONES PAPAS Y ARROZ.....	SODAS.....
CEVICHE.....	\$ 5.99	\$ 8.99	FILETE DE PESCADO..... (1 PZA GRANDE C/PAPAS Y ARROZ)	COCA.....
CAMPECHANO.....	\$ 6.99	\$ 9.99	CAMARON..... (5PZAS C/PAPAS Y ARROZ)	DR. PEPPER.....
(camaron,ostion y pulpo)	\$ 6.99	\$ 9.99	MIXTO.....	DIET.....
OSTION.....	\$ 7.99	\$ 10.99	(3 catenes o 1 filete y 2 camarones)	
VUELVE A LA VIDA.....	\$ 7.99	\$ 10.99	con papas y arroz	SODAS MEXICANAS
(ostion, pulpo, ceviche y camaron)				FANTA.....
				NARANJA.....
				UVA.....
				PIÑA.....
				FRESA.....
				COCA COLA.....
				BOTE DE AGUA.....
				CAFE.....
				CERVEZA
				DOMESTICA
				MILLER LIGHT.....
				BUD LIGHT.....
				MICHELOB.....
				BUDWEISER.....
				COORS LIGHT.....
				IMPORTADA
				CORONA.....
				XX.....
				TECATE.....
				CHAVELA MICHELADA.....

CHICHARRONADAS	PARA 2 PERSONAS.....	\$ 16.99
	(10 piezas a escoger)	
	PARA 3 PERSONAS.....	\$ 21.99
	PARA 4 PERSONAS.....	\$ 29.99
	PARA 5 PERSONAS.....	\$ 48.99
	(35 piezas a escoger +1 pinta de ceviche de pescado y tostadas)	
KIDS MENU		
Nuggets de pollo y papas.....		\$ 4.50
Chesse burger y papas.....		\$ 4.50
Nuggets de pescado y papas.....		\$ 4.50

COCTELES	CHICO	GRANDE	PLATOS INDIVIDUALES
CAMARON.....	\$ 5.99	\$ 8.99	CHICHARRON DE CATAN..... 4 CHICHARRONES PAPAS Y ARROZ.....
CEVICHE.....	\$ 5.99	\$ 8.99	FILETE DE PESCADO..... (1 PZA GRANDE C/PAPAS Y ARROZ)
CAMPECHANO.....	\$ 6.99	\$ 9.99	CAMARON..... (5PZAS C/PAPAS Y ARROZ)
(camaron,ostion y pulpo)	\$ 6.99	\$ 9.99	MIXTO.....
OSTION.....	\$ 7.99	\$ 10.99	(3 catenes o 1 filete y 2 camarones)
VUELVE A LA VIDA.....	\$ 7.99	\$ 10.99	con papas y arroz
(ostion, pulpo, ceviche y camaron)			
SOPAS/CALDOS			CHICHARRONADAS
			MEDIANO GRANDE
PESCADO.....	\$ 5.99	\$ 7.99	INCLUYE:
CAMARON.....	\$ 6.99	\$ 8.99	Guarniciones de arroz, papas
PESCADO CAMARON.....	\$ 6.99	\$ 8.99	aros de cebolla y consome.
SOPA DE MARISCOS.....	\$ 7.99	\$ 9.99	
TLALPEÑO DE CAMARON.....	\$ 7.99	\$ 9.99	PARA 2 PERSONAS.....
			(10 piezas a escoger)
AL GUSTO			PARA 3 PERSONAS.....
FILETE/ CAMARONES.....	\$ 9.99	10.99	PARA 4 PERSONAS.....
AL CHIPOTLE, AL AJILLO,			PARA 5 PERSONAS.....
A LA VERACRUZANA, A LA PLANCHA			(20 piezas a escoger)
A LA PARRILLA, A LA DIABLA			PARA 6 PERSONAS.....
acompañados de ensalada papas y arroz			(35 piezas a escoger +1 pinta de ceviche de pescado y tostadas)
			KIDS MENU
			Nuggets de pollo y papas.....
			Chesse burger y papas.....
			Nuggets de pescado y papas.....
ESPECIALIDADES \$5.00 (11 am-4pm)			
EMPANADAS DE MINILLA			
TOSTADAS DE CEVICHE			
TACOS CAPEADOS			
TOSTADAS RAFAFA			



NUESTRA COMIDA SE PREPARA AL INSTANTE
LE AGRADECEMOS SU PACIENCIA



MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 17, 2015
RE: DURA SUBDIVISION NO. 2
FILE NO. SUB#140923

GENERAL INFORMATION:

APPLICANT: MAS Engineering L.L.C., representing, Roberto Tudor, is requesting final plat approval of the proposed Dura Subdivision No. 2.

LEGAL DESCRIPTION: The property is described as being 3.38 acres of land out of Lot 168, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas, and vacating 1.88 acres of land known as Valley Yamaha Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1403 North Sugar Road.

ZONING: The property is zoned General Business District (C). The adjacent zones are General Business District (C) to the North, South, West and East. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Tractor trailer parts.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff is recommending final plat approval of the proposed Dura Subdivision No. 2 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.

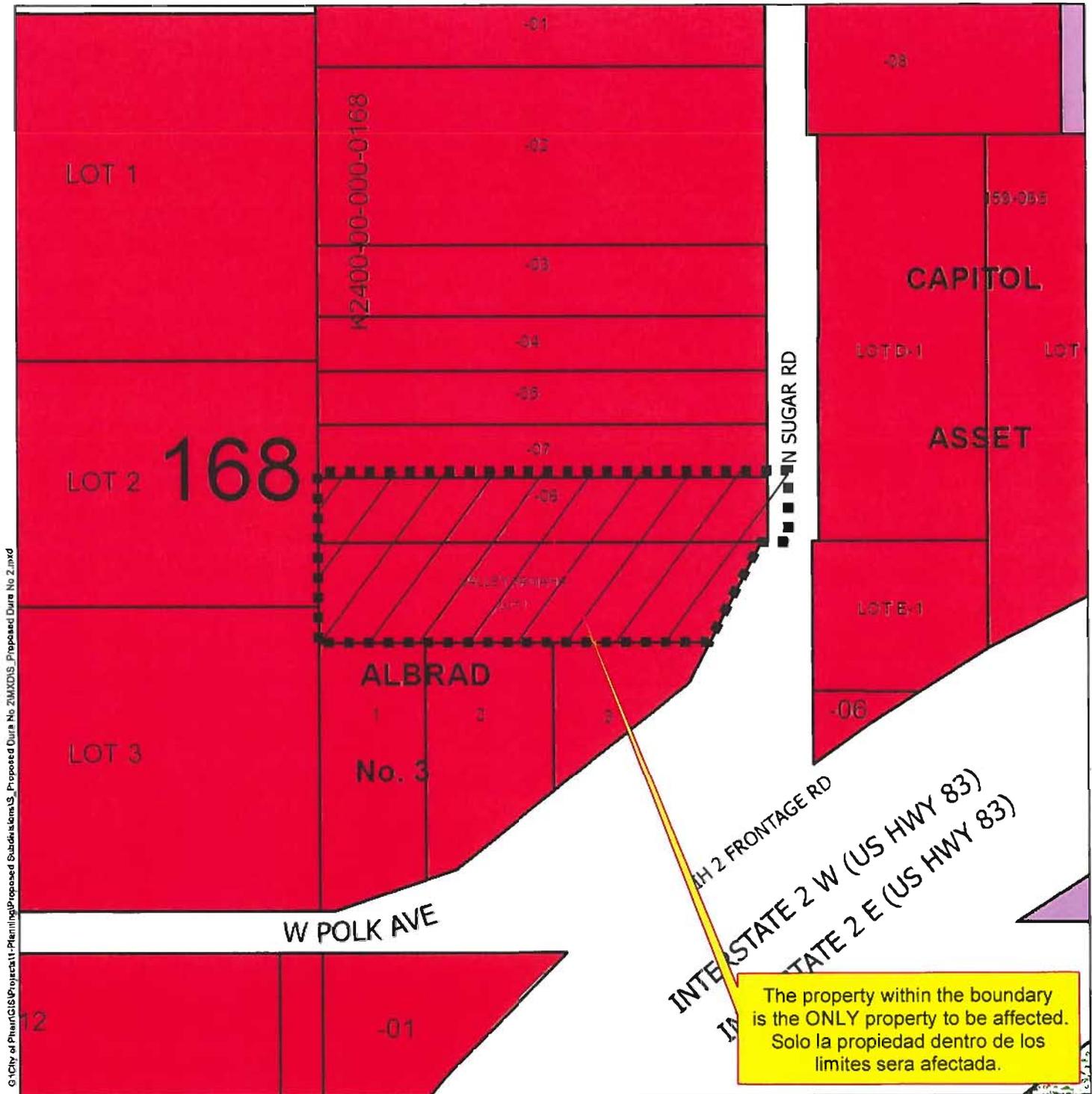
WATER: 1) No Comments.

SEWER: 1) No Comments.

DRAINAGE: 1) No Comments.

OTHER: 1) No Comments.

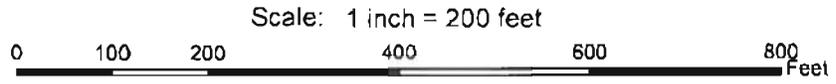
**PLANNING AND
ZONING COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Dura Subdivision No. 2.

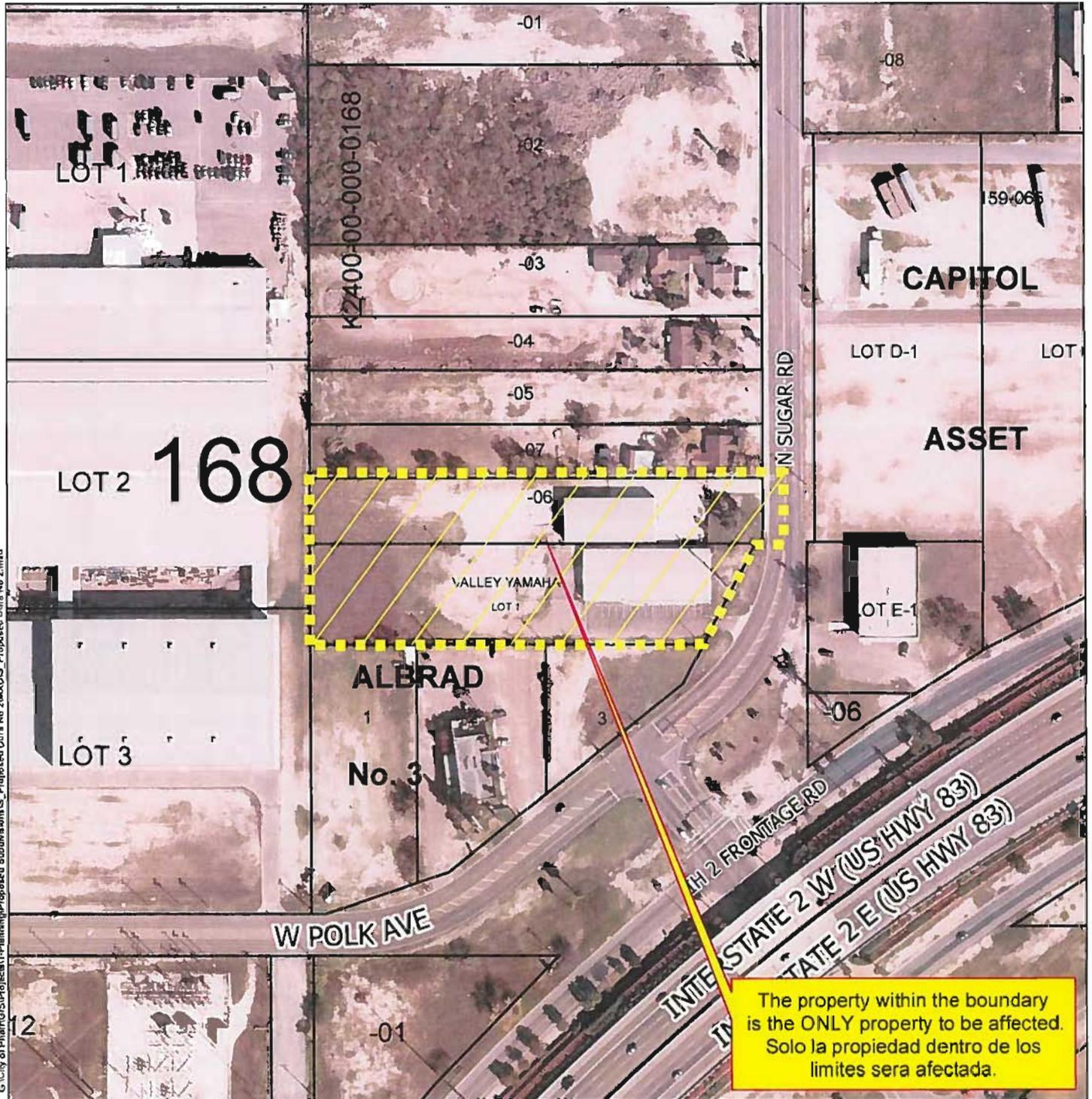


G:\City of Pharr\GIS\Projects\Planning\Proposed Subdivisions\Proposed Dura No. 2\MAXDIS_Proposed Dura No. 2.mxd

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

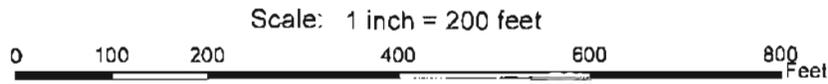
- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single Family | Mobile Home | General Business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





G:\City of Pharr\GIS\Projects\Planning\Proposed Subdivisions\Proposed Dura No. 2\MXD\Proposed Dura No. 2.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	

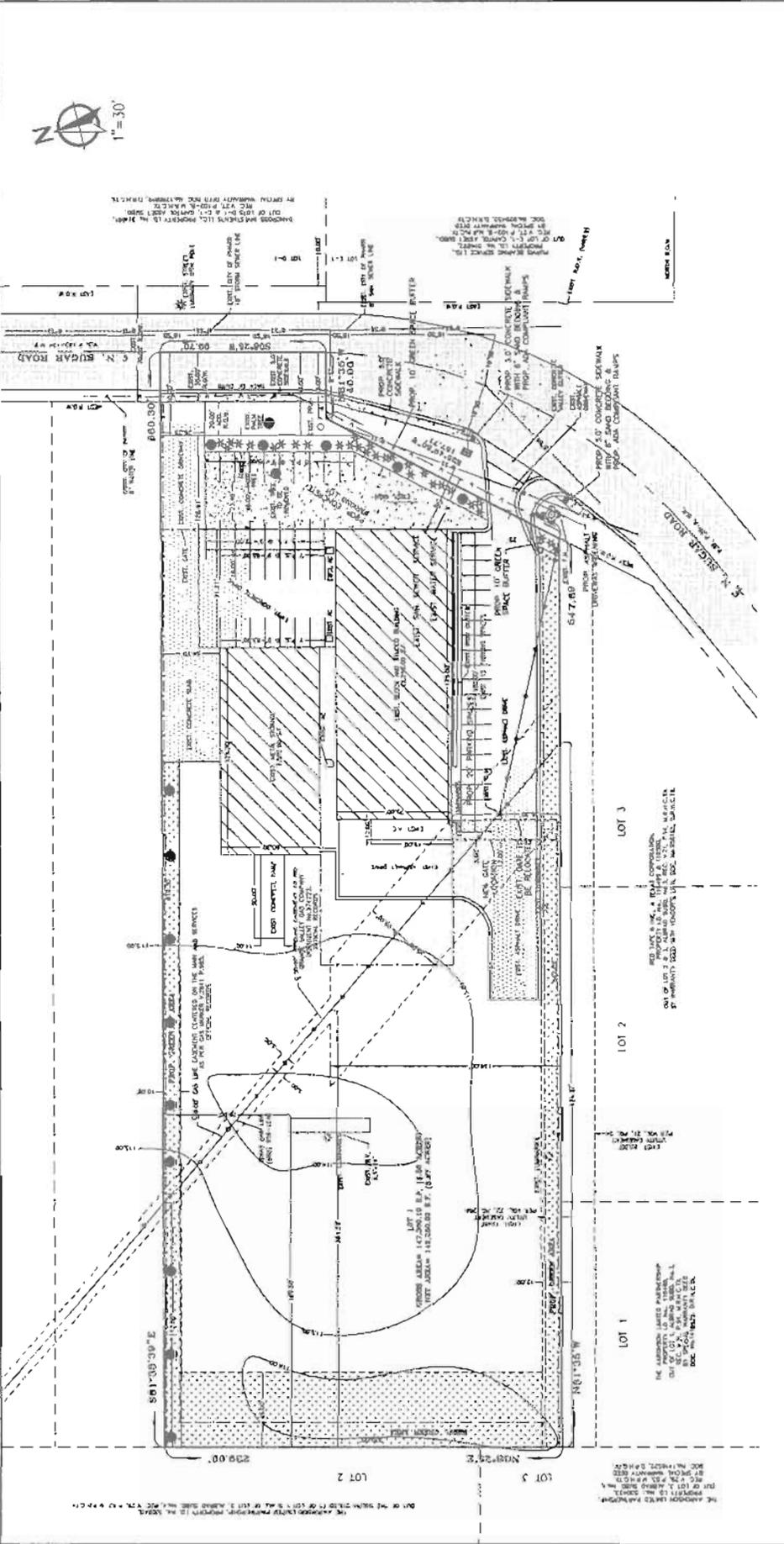


PROJECT NAME: DURA SUBDIVISION NO. 2
 ADDRESS: 1403 N. SUGAR RD PHARR TX 78517
 CLIENT INFORMATION: ROBERTO TUDOR P.O. BOX 4230, McALLEN TX 78502 PH. (955) 630-0081

MAS ENGINEERING LLC CONSULTING ENGINEERING
 FIRM NO. F5499
 4037 W. EXP. B3, SUITE 150 McALLEN, TEXAS 78501
 PH. (956) 537-1311
 E-MAIL: MSA@MAS6973@ATT.NET

THIS IS THE PROPERTY OF THE PROJECTS ENGINEER. ANY PARTS OF THIS DRAWING NOTED BY THE PROJECTS ENGINEER OR BY THE CLIENT OR BY THE ENGINEER MUST BE DRAWN OR RE-DRAWN WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THIS DRAWING IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

DATE PREPARED: 10-16-2014
 PROJECT NO.: C-4



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MARIO A. SALINAS, P.E. 000311 ON OCTOBER, 2014.

SITE PLAN
 DURA SUBDIVISION NO. 2

- LEGEND
- ↑ - BACK FLOW
 - ⊕ - AUTOMATIC VALVE
 - ⊙ - METER
 - - 7" DIAMETER ERP LINE
 - AC-AR CONDITIONER
 - A.C. = AIR COND. RESOR
 - G--- = GAS LINE
 - - 6" DIAMETER FENCE
 - CH = GAS MARKER
 - PROF. LANDSCAPE AREA
 - (3) 3-1/2" IRAMA TRUNK LIVE OAKS
 - (15) 3 GAL. SHRUBS

GROSS AREA = 147,360 S.F.
 LANDSCAPE REQUIRED = 22,104 S.F.
 LANDSCAPE PROVIDED = 22,298 S.F.

COMMERCIAL/OFFICE BUILDING AREA = 12,250 S.F.
 REQUIRED TO HAVE THREE SPACES FOR UP TO 300 SQUARE FEET OF FLOOR AREA, PLUS ONE SPACE FOR EACH ADDITIONAL 300 SQUARE FEET OF FLOOR AREA.
 PARKING SPACES REQUIRED = 12,250 - 300 = 11,950 / 300 = 39.83 = 40

WAREHOUSE BUILDING AREA = 7,550 S.F.
 WAREHOUSE: MINIMUM OF ONE SPACE PER 2,000 G.S.F.
 PARKING SPACES REQUIRED = 7,550 / 2000 = 3.78 = 4

TOTAL PARKING SPACES REQUIRED = 44
 TOTAL PARKING SPACES PROVIDED = 47

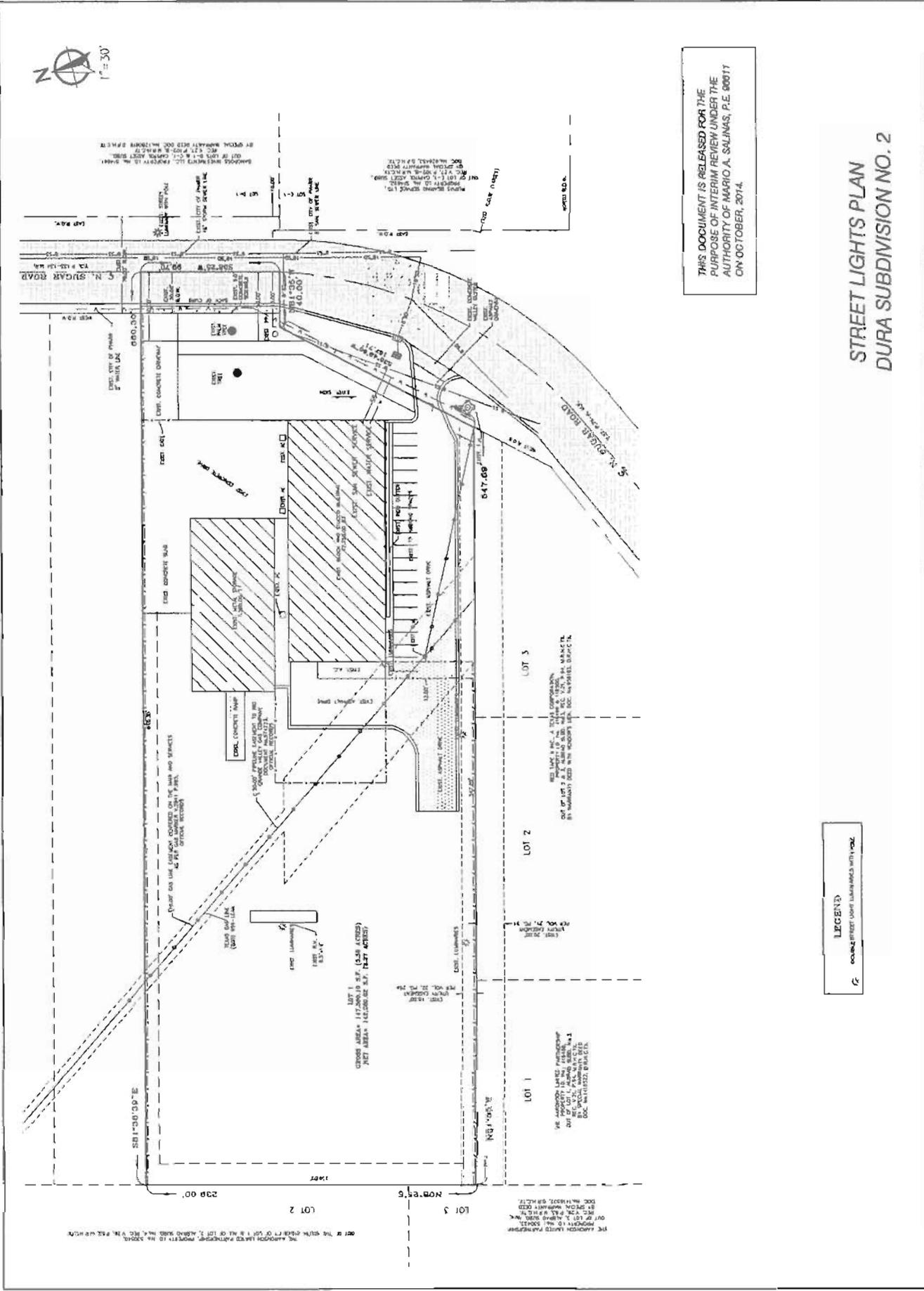
PROJECT NAME: DURA SUBDIVISION No 2
 ADDRESS: 1403 N SUGAR RD. PHARR TX 78577
 CLIENT INFORMATION: ROBERTO JUDOR, P.O. BOX 4230, McALLEN TX 78502
 PH. (955) 530-0081

MAS ENGINEERING LLC
 CONSULTING ENGINEERS
 PHM NO. F15499
 4037 W. EXP. 83, SUITE 150
 McALLEN, TEXAS 78501
 PH. (955) 537-1311
 E-MAIL: MSALMAS69@GMAIL.COM

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REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 NO. 00011

DATE PREPARED: 10-18-2014
 PROJECT NO.: C-7



LEGEND
 2 ROUND STREET LIGHT STANDARDS WITH 100W

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MARIO A. SALINAS, P.E. 00011 ON OCTOBER, 2014.

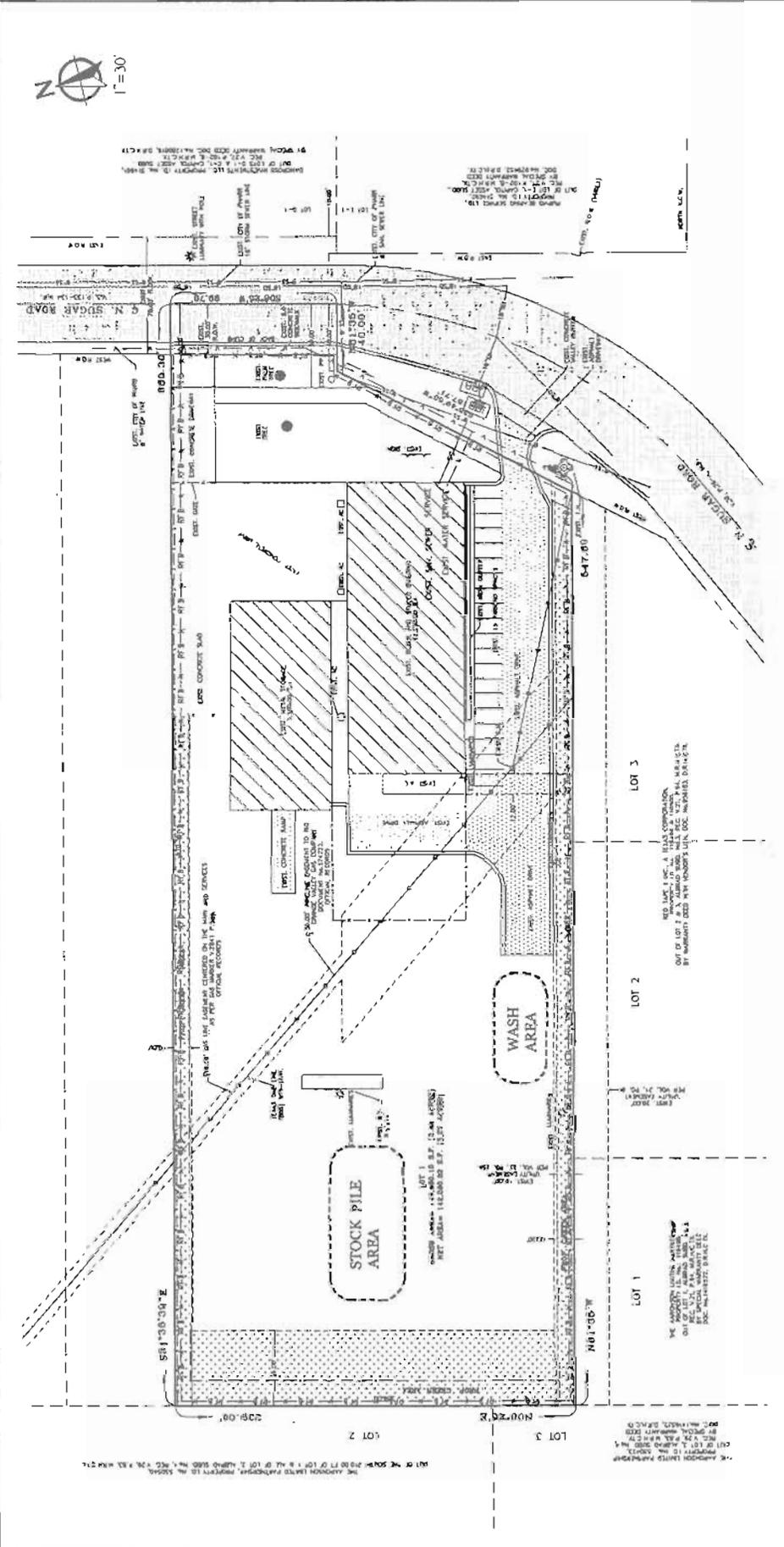
STREET LIGHTS PLAN
 DURA SUBDIVISION NO. 2

PROJECT NAME: DURA SUBDIVISION NO. 2
 ADDRESS: 1403 N SUGAR RD PHARR TX 78577
 CLIENT INFORMATION: ROBERTO TUDOR P.O. BOX 4230, McALLEN TX 78502 PH. (956) 830-0088

MAS ENGINEERING LLC
 CONSULTING ENGINEERING
 FIRM NO. F5459
 4037 W EXP 83, SUITE 150
 McALLEN, TEXAS, 78501
 PH. (956) 537-1311
 E-MAIL: NSALINAS@MAS-ENG.COM

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REGISTERED BY: 1 MG MAS
 PROJECT NO: 10-14-2014
 SHEET NO: C-8



1"=30'

SUGGESTED EROSION CONTROL PLAN
DURA SUBDIVISION NO. 2

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MARIO A. SALINAS, P.E. 00031 ON OCTOBER, 2014.

PREPARED BY: 1 MG MAS
 DATE: 10-14-2014
 PROJECT NO: 10-14-2014
 SHEET NO: C-8

- 6 - CONSTRUCT TEMPORARY SEDIMENT TRAPS AND DASHES AS SHOWN ON THE PLAN
 7 - CONSTRUCT TEMPORARY SILT FENCES AS SHOWN ON THE PLAN
 8 - CONSTRUCT/INSTALL PIPE CULVERTS AND STORM SYSTEMS TO ALLOW SILT TRAPS TO FUNCTION AS DESIGNED.
- LEGEND**
 SILT FENCE
 SEDIMENT BASIN
 SILT TRAP

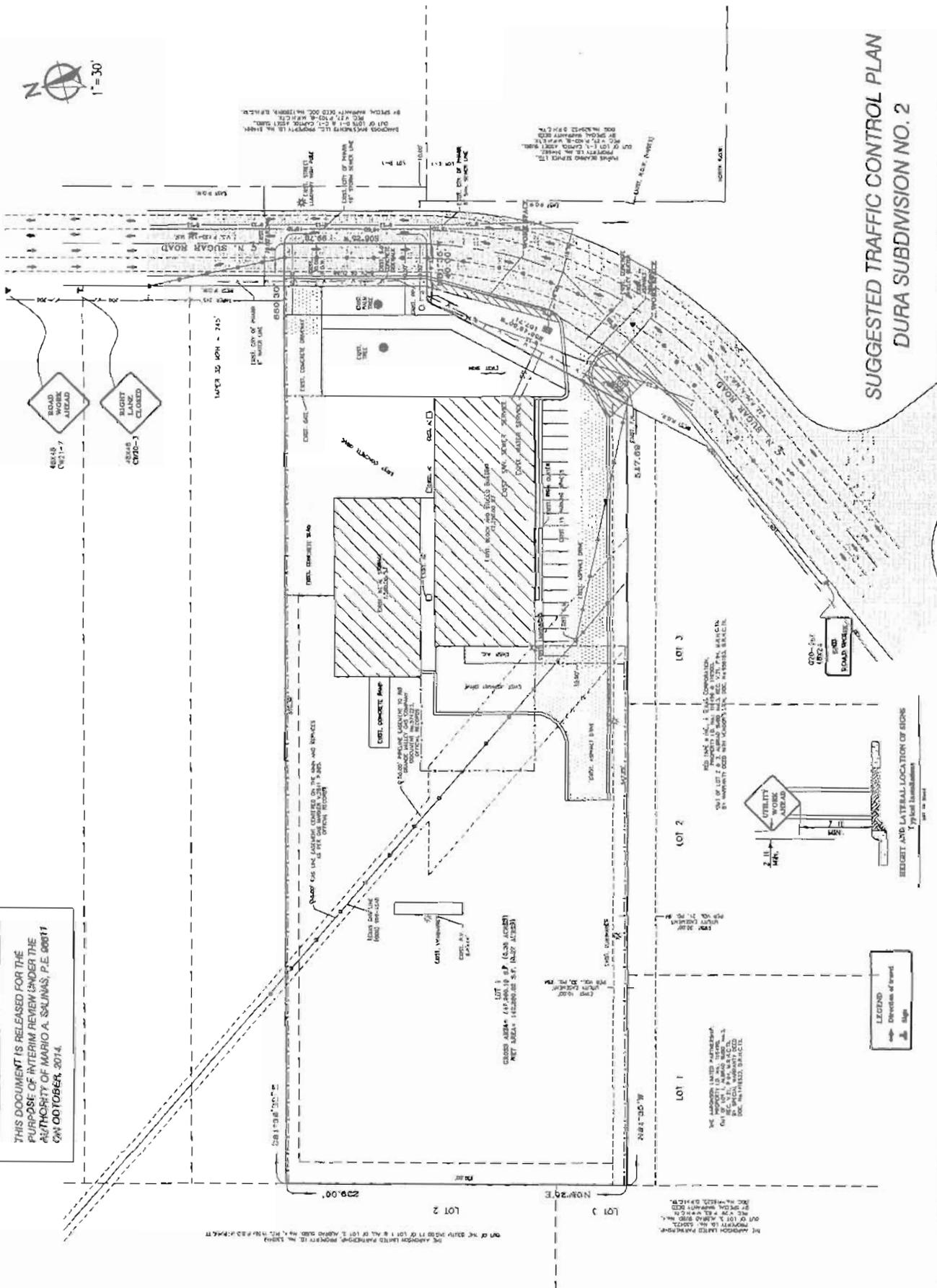
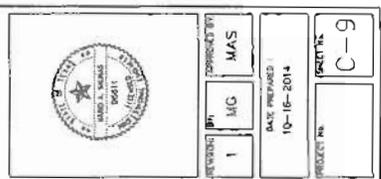
- NOTES - EROSION CONTROL**
- 1 - ALL NON-DISTURBED AREAS SHALL BE HYDRO-LOGIC SEEDING FOR EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. ALL AREAS DISTURBED AFTER INITIAL SEEDING BY EROSION OR CONSTRUCTION SHALL BE RESEED.
 - 2 - STOCKPILE TOPSOIL FROM SITE AT DESIGNATED AREA
 - 3 - CONTRACTOR SHALL COORDINATE ALL WORK THIS CONTRACT WITH ALL WORK BY OTHERS (UTILITY ROAD AND UTILITIES TO SITE) WHICH MAY OR MAY NOT OCCUR DURING THE CONSTRUCTION CONTRACT PERIOD.
 - 4 - CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCES AND PROJECT SITE FIELD GEFET AND CONSTRUCTION AREA (ALL WEATHER SURFACES, CALICHE PAVING).
 - 5 - CONSTRUCT THREE WASH AREAS AT CONSTRUCTION EXIT POINTS TO THE SITE. EACH SHALL BE 1' HIGH x 10' WIDE. THE WASH AREA TO DRAIN INTO EXISTING DITCH.

- NOTES - POLLUTION PREVENTION**
- 1 - CONTRACTOR SHALL REMOVE SALT DEPOSITS FROM ROADWAY ON A DAILY BASIS OR AS DIRECTED BY PROJECT ENGINEER.
 - 2 - CONTRACTOR SHALL CONTROL DUSTING BY WATER/SURFACING.
 - 3 - CONTRACTOR SHALL HYDROSEAL/SEED OR SOD AS INDICATED ON THIS SHEET AND PAVEMENT TYPICAL SECTION. ALL DISTURBED AREAS UPON ACCEPTANCE OF GRADING.
 - 4 - CONTRACTOR SHALL KEEP 100' OF SITE RAINFALL AT ALL TIMES. MAINTENANCE AS CALLED FOR IN THE NOTICE OF INTENT.

PROJECT NAME: DURA SUBDIVISION NO. 2
 ADDRESS: 1403 N SUGAR RD PHARR TX, 78577
 CLIENT: ROBERT D. TUDOR P O BOX 4230, MCALLEN TX, 78502 PH (956) 630-0081

MAS ENGINEERING LLC
 CONSULTING ENGINEERS
 FIRM NO. F5499
 4037 W EXP B3, SUITE 150
 MCALLEN, TEXAS, 78501
 E-MAIL: MSALINA56973@ATT.NET
 PH (956) 537-1311

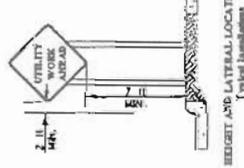
DESIGNER: MAS ENGINEERING LLC
 DATE: 10-16-2014
 DRAWING NO: 1 MG MAS
 PROJECT NO: C-9



SUGGESTED TRAFFIC CONTROL PLAN
 DURA SUBDIVISION NO. 2

THIS DOCUMENT IS RELEASED FOR THE
 PURPOSE OF INTERIM REVIEW UNDER THE
 AUTHORITY OF MARIO A. SCULLIAS, P.E. 00811
 ON OCTOBER, 2014.

LEGEND
 Division of travel
 Sign



THE ADJACENT LOTS ARE PARCELS OF LOT 1 & 2, ALTHOUGH SHOWN AS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

PROJECT NAME:
DURA SUBDIVISION NO. 2

ADDRESS:
1403 N. SUGAR RD.
PHARR TX, 78677

CLIENT INFORMATION:
ROBERTO TUDOK
P.O. BOX 4230 McALLEN TX, 78502
PH (956) 630-0081

MAS ENGINEERING LLC
FIRM NO. F5499

4037 W. EXP. 83, SUITE 150
MCALLEN, TEXAS 78501

PH (956) 537-1311
E-MAIL: MSA@MAS9973.COM

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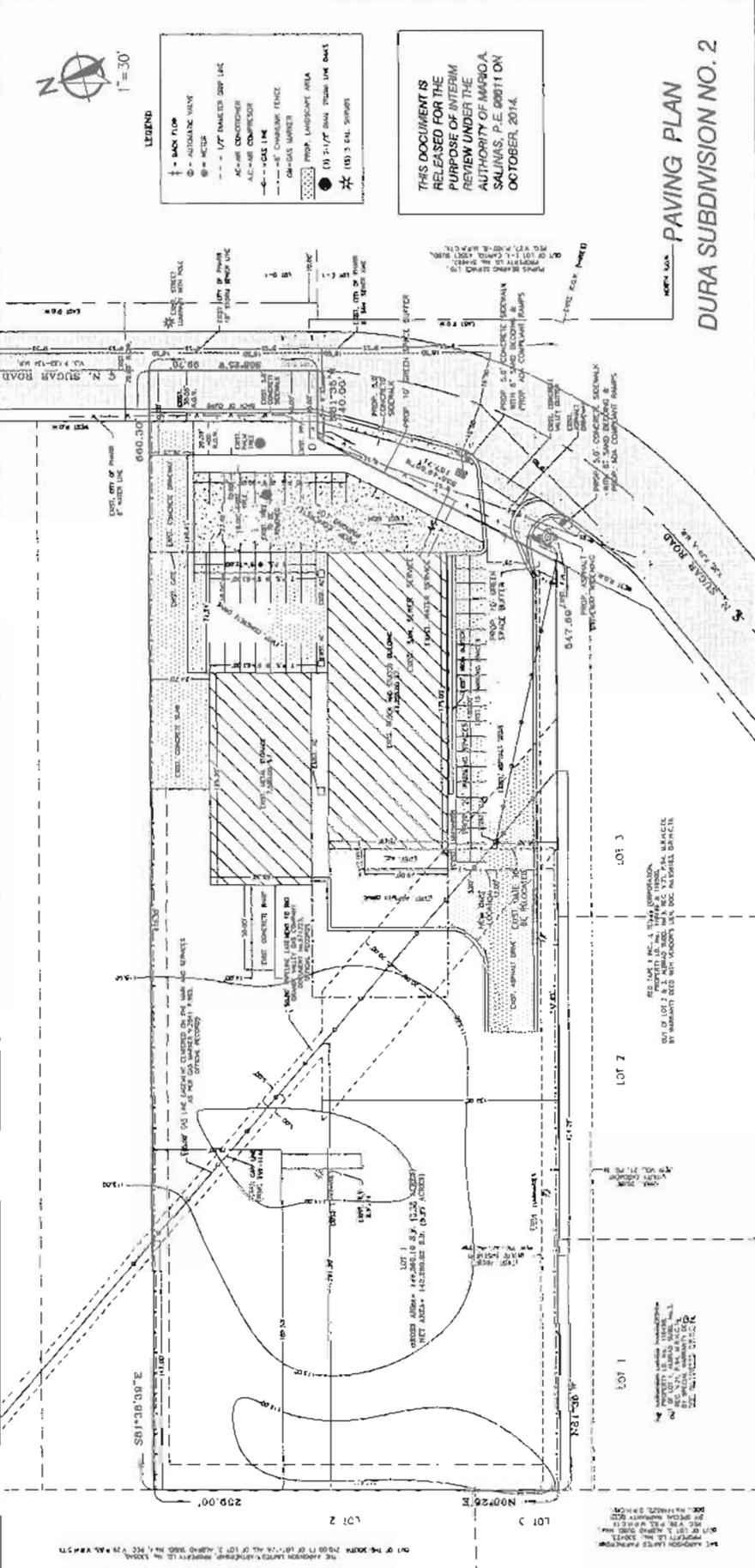
PROFESSIONAL SEAL:
MARCO A. SALINAS
P.E. 08011

DATE PREPARED:
10-6-2014

PROJECT NO.:
C-2

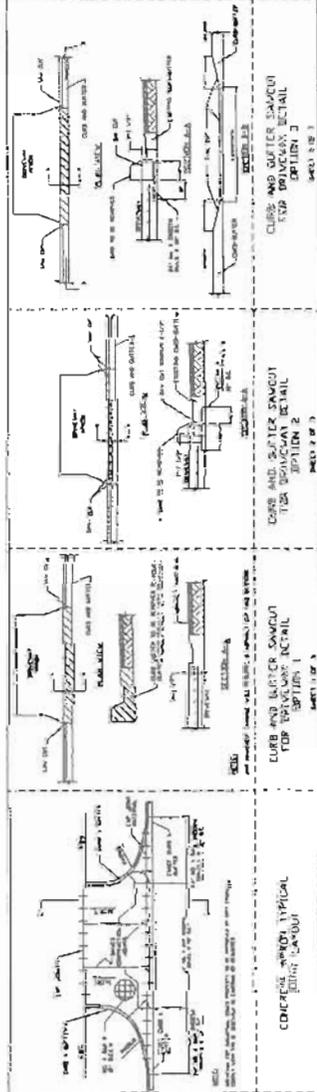
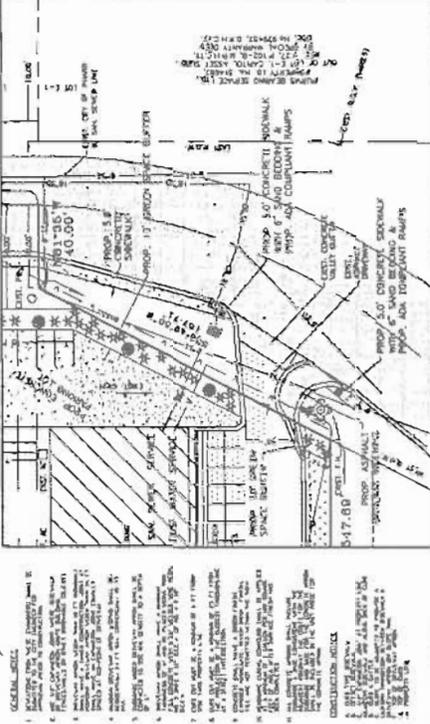
REVISIONS:

NO.	DESCRIPTION	DATE
1	MG	MAY



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MARCO A. SALINAS, P.E. 08011 ON OCTOBER, 2014.

PAVING PLAN
DURA SUBDIVISION NO. 2



NOT TO SCALE UNLESS OTHERWISE NOTED. THE ADDRESS LISTED IS A REFERENCE ONLY. THE ADDRESS LISTED IS NOT A GUARANTEE OF THE ADDRESS. THE ADDRESS LISTED IS NOT A GUARANTEE OF THE ADDRESS. THE ADDRESS LISTED IS NOT A GUARANTEE OF THE ADDRESS.



MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 17, 2015
RE: NAYARIT SUBDIVISION
FILE NO. SUB#120925

GENERAL INFORMATION:

APPLICANT: Sam Engineering & Surveying Inc., representing Jonas J. Vasquez Aldaba and Adriana L. Barrera Mungia, are requesting final plat approval of the proposed Nayarit Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.093 acres out of the Northeast corner of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

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

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

PROPERTY PROPOSED USE: Residential

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Nayarit 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.

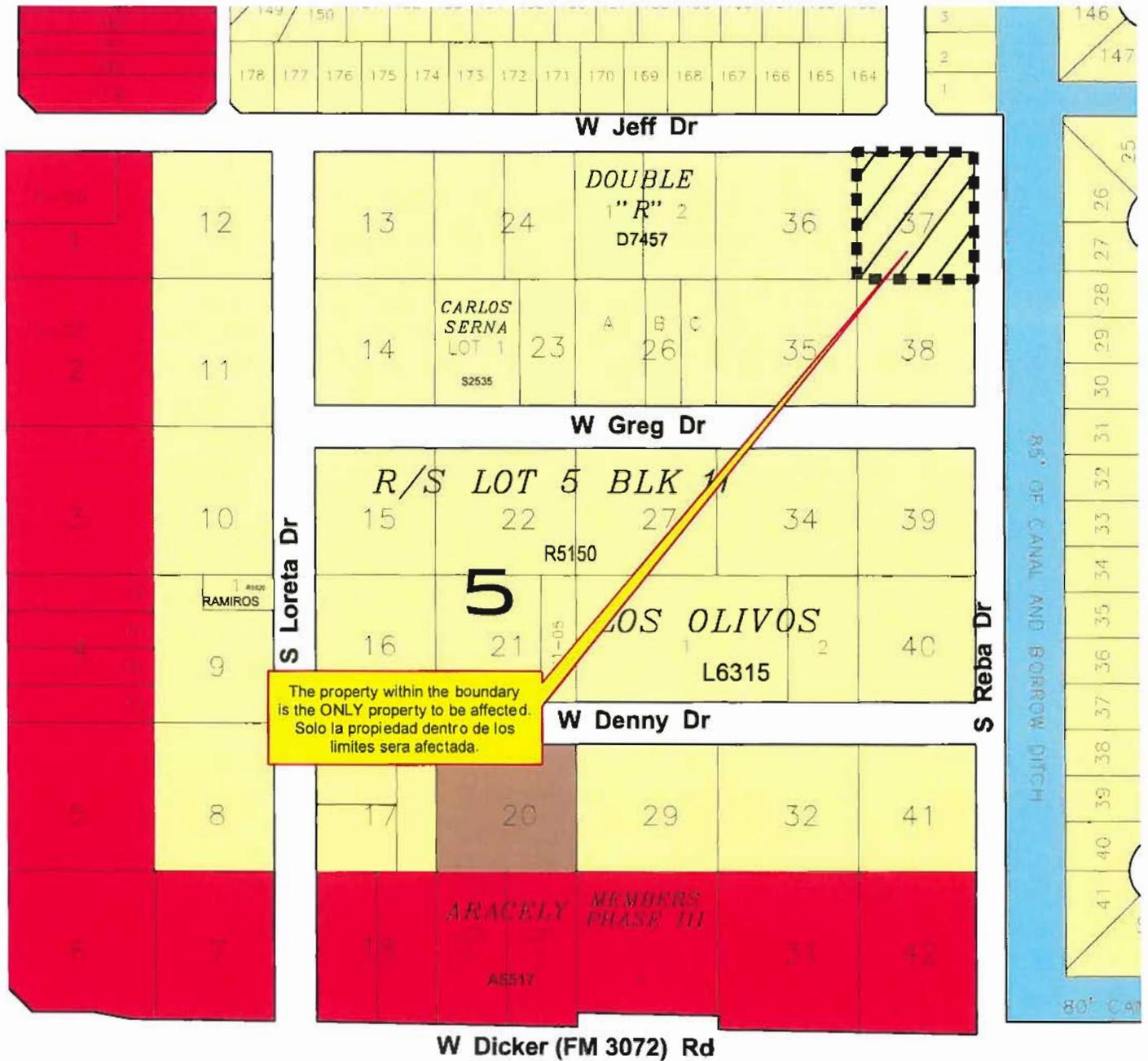
SEWER: 1) No Comments.

DRAINAGE: 1) No Comments.

OTHER: 1) No Comments.

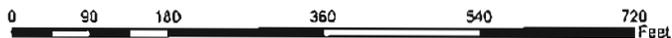
PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Nayarit Subdivision.

Proposed
Nayarit Subdivision,
A 1.093 acres, o/o the northeast corner of Lot 5, Block 11, A.J. McCOLL Subdivision
SAMÉS Engineering

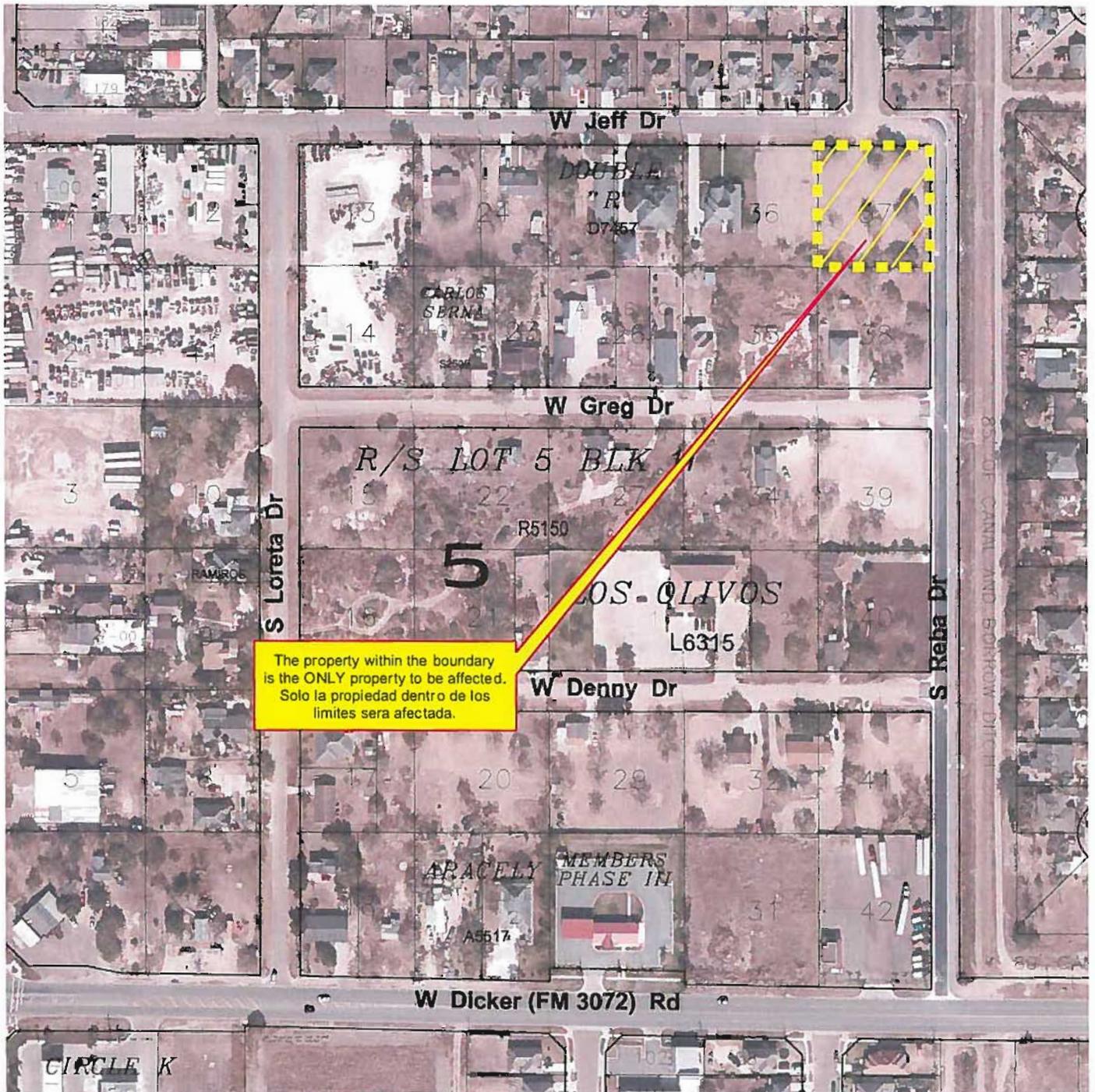


The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

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



Proposed
Nayarit Subdivision,
A 1.093 acres, o/o the northeast corner of Lot 5, Block 11, A.J. McCOLL Subdivision
SAMES Engineering





MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MARCH 17, 2015
RE: TEXAS HOLDING MANAGEMENT, LLC SUBDIVISION
FILE NO. SUB#121031

GENERAL INFORMATION:

APPLICANT: Salinas Engineering & Associates, representing Minnesota RD, LLC, Zvi Blech, president, is requesting final plat approval of the proposed Texas Holding Management, LLC Subdivision.

LEGAL DESCRIPTION: The property is legally described as a 9.82 gross acre tract of land, more or less, carved out of Lot 5 Block 3, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1100 Block of West Minnesota Road.

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

PROPERTY PROPOSED USE: Nursing home units.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Texas Holding Management, LLC 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.

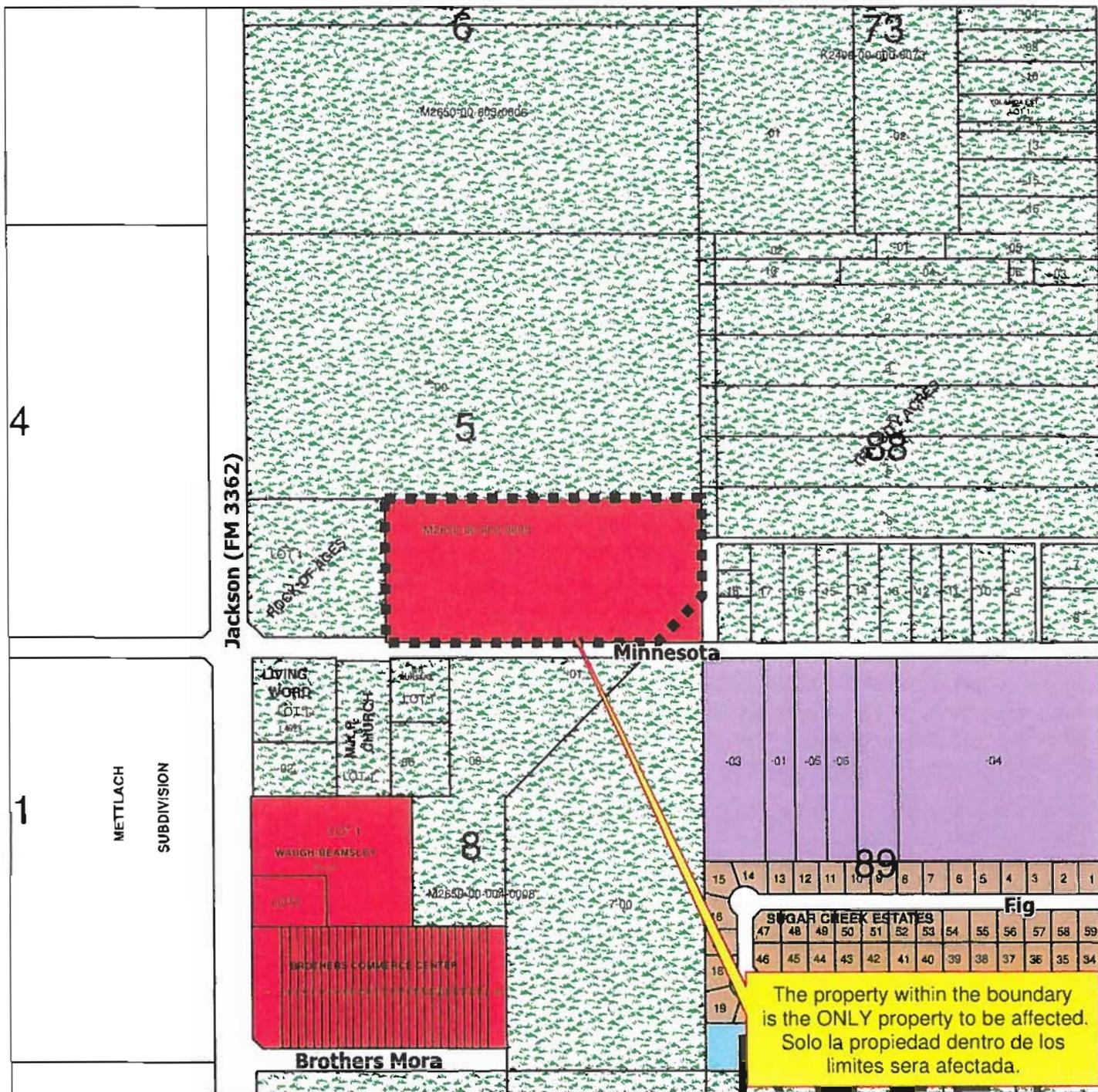
WATER: 1) No Comments.

SEWER: 1) No Comments.

DRAINAGE: 1) No Comments.

OTHER: 1) No Comments.

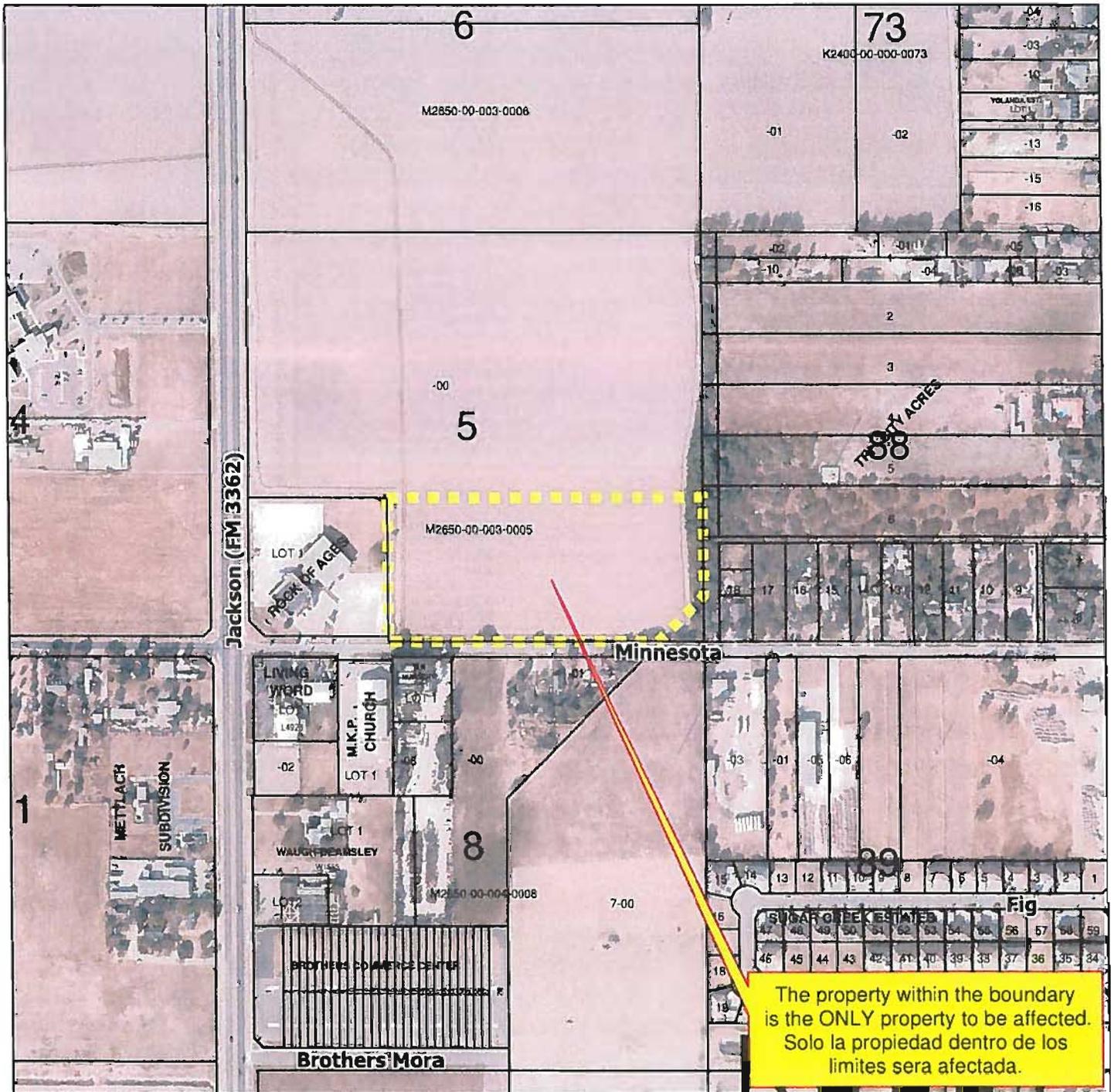
**PLANNING AND
ZONING COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Texas Holding Management, LLC Subdivision.



G:\City of Pharr\GIS\Prop\15.Texas Holdings Management Subdivision\MXD\Conditional_Usr_Parml_Zones.mxd

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





G:\City of Pharr\GIS\Projects\Texas Holdings Management Subdivision\MXD Conditional Use_Permit_Aerial.mxd

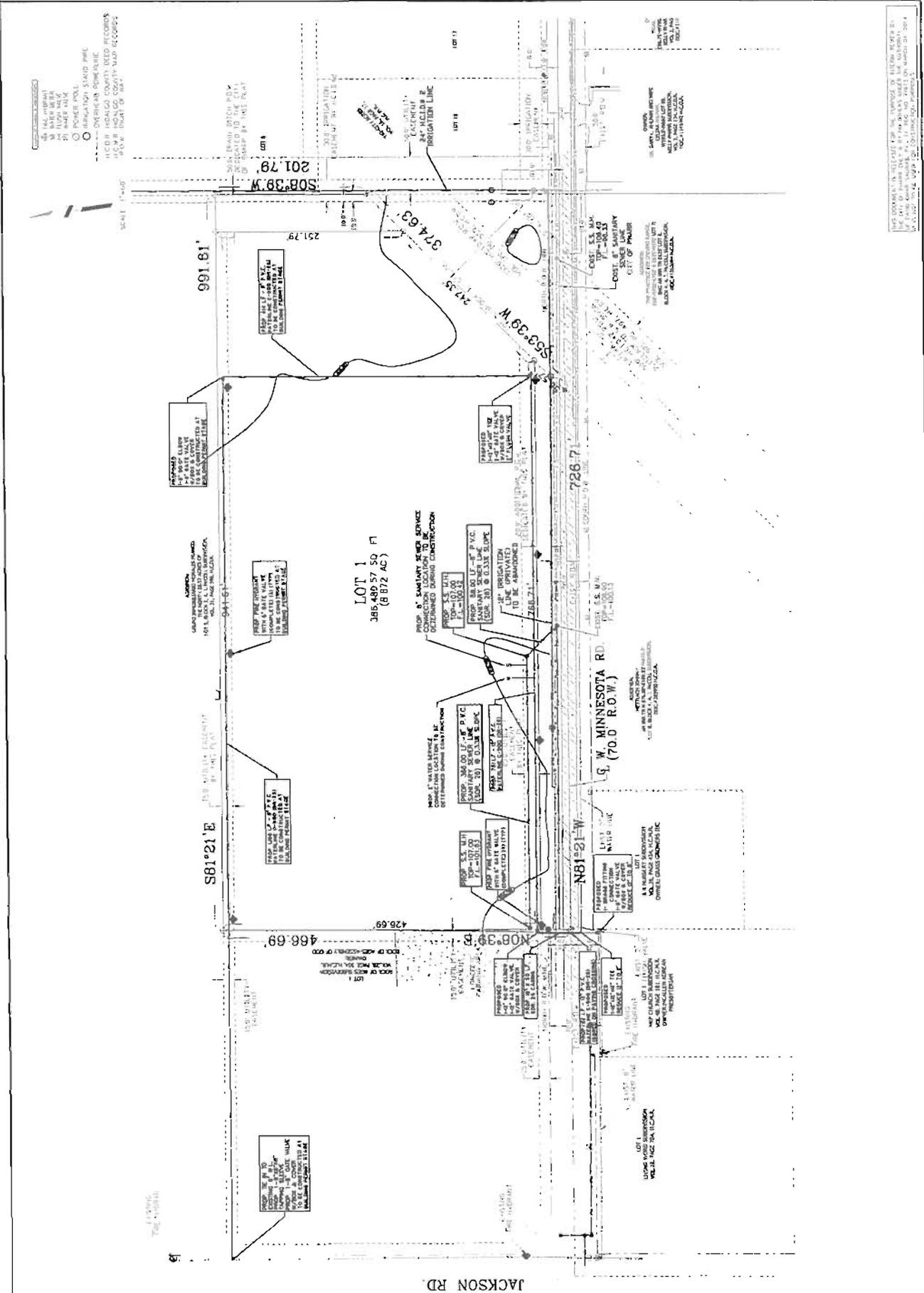
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|-----------------------------|---------------------------|--------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | General Business | Neighborhood Commercial |
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| | Government Owned | Limited Industrial | Planned Unit Development |



SAVINS ENGINEERING & ASSOCIATES
 CONSULTING ENGINEERS & SURVEYORS
 10000 WEST 148TH STREET, SUITE 100
 OVERLAND PARK, MISSOURI 66204
 (816) 885-4001 FAX: (816) 885-4002

WATER AND SANITARY
 LAYOUT
 TEXAS HOLDINGS
 MANAGEMENT, LLC
 SUBDIVISION

Sheet No.	2	of	5
Date	12-17-2013		
Project No.	13-001		
Client	Texas Holdings Management, LLC		
Location	Overland Park, MO		
Scale	As Shown		
Drawn by	JTB		
Checked by	JTB		
Approved by	[Signature]		
Project Manager	[Signature]		



THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

THIS DOCUMENT IS UNCLASSIFIED AND CONTAINS NEITHER RECOMMENDATIONS NOR
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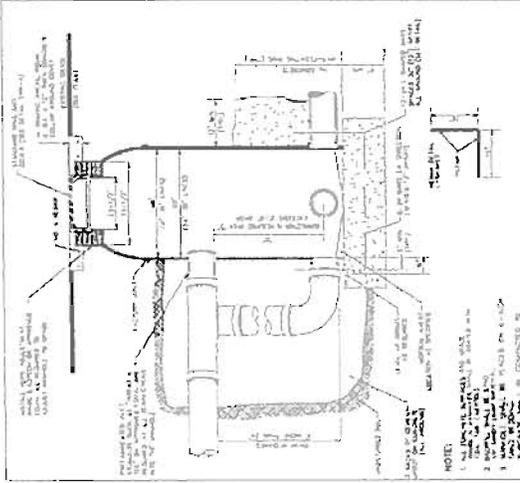
Sheet No.	5
Project No.	99-07-01-01
Revision No.	01
Revision Description	
Author	J.H.B.
Checked By	J.H.B.
Drawn By	J.H.B.
Date	1/20/01

TEXAS HOLDINGS
 MANAGEMENT, LLC
 SUBDIVISION

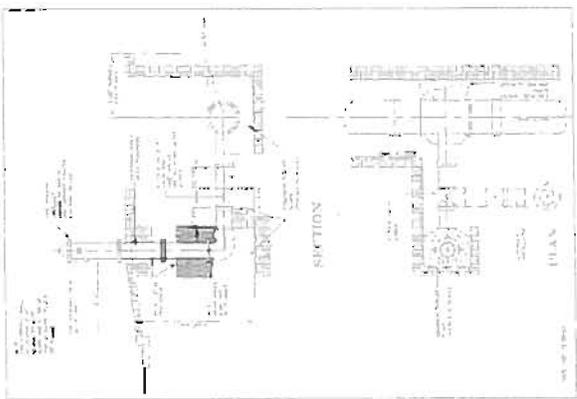
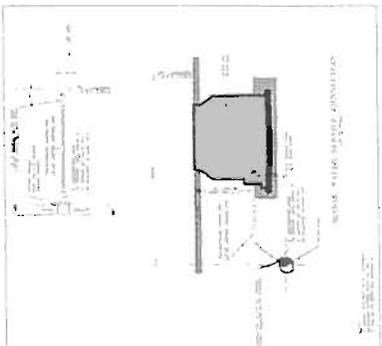
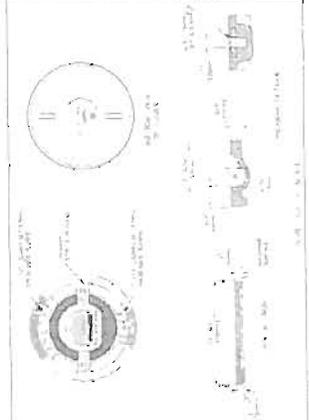
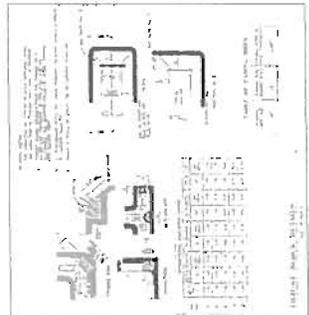
WATER AND SANITARY
 SEWER DETAILS

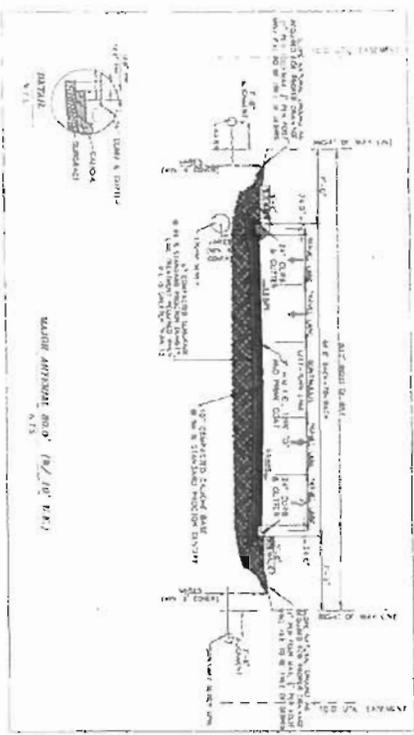
S&S
 SALINAS ENGINEERING & ASSOCIATES
 ENGINEERING ARCHITECTS & SURVEYORS
 (P.C.) 600 WEST 19TH STREET, SUITE 100
 SAN ANTONIO, TEXAS 78207
 (214) 343-1111

FIBERGLASS SANITARY SEWER MANHOLE
 NOT TO SCALE



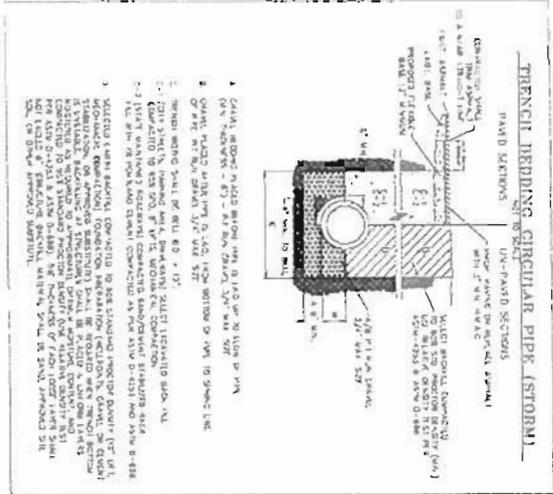
NOTE:
 1. THE MANHOLE SHALL BE SET IN A 4" BEDDING LAYER.
 2. THE MANHOLE SHALL BE SET IN A 4" BEDDING LAYER.
 3. THE MANHOLE SHALL BE SET IN A 4" BEDDING LAYER.
 4. THE MANHOLE SHALL BE SET IN A 4" BEDDING LAYER.
 5. THE MANHOLE SHALL BE SET IN A 4" BEDDING LAYER.





DETAIL
TRENCH

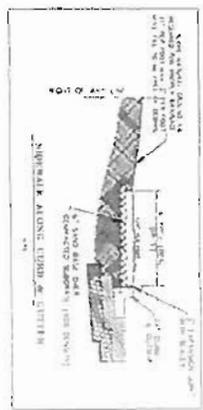
MAJOR DETAILS 20' (12' DIA.)



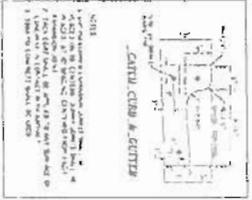
TRENCH LINING CIRCULAR PIPE (STORM)

- FRAMING SECTIONS
UN-FRAMED SECTIONS
1. CURB AND SIDING SHALL BE MADE OF 12" STANDARD PROFILED SHEET PILING.
 2. CURB SHALL BE 6" THICK AND 12" HIGH.
 3. SIDING SHALL BE 12" STANDARD PROFILED SHEET PILING.
 4. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 5. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 6. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 7. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 8. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 9. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 10. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 11. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 12. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 13. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 14. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 15. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 16. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 17. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 18. TRENCH SHALL BE 18" WIDE AND 18" DEEP.
 19. TRENCH SHALL BE LINED WITH 12" STANDARD PROFILED SHEET PILING.
 20. TRENCH SHALL BE 18" WIDE AND 18" DEEP.

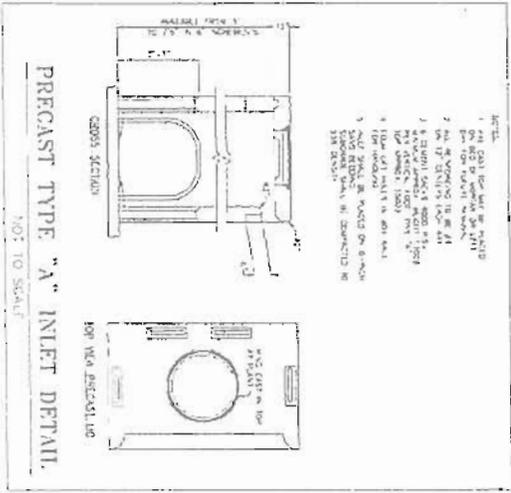
THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES.



DETAIL
CURB AND GUTTER

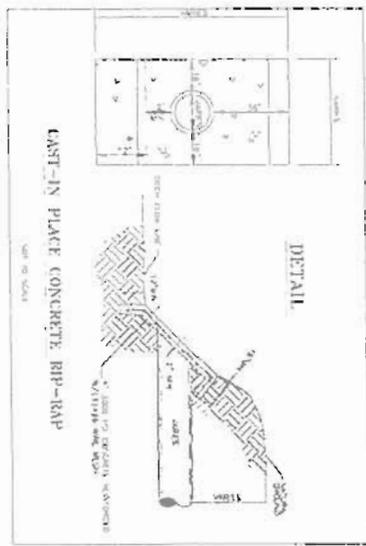


SECTION
CURB AND GUTTER



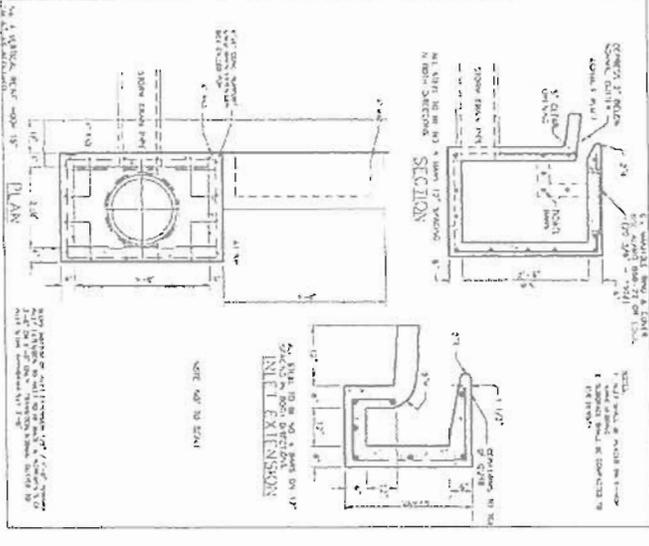
PRECAST TYPE "A" INLET DETAIL

NOT TO SCALE



DETAIL

EAST-IN-PLACE CONCRETE RPP-RAP



SECTION

INLET EXTENSION

DATE	1/1/2011
BY	JMM
PROJECT	TXS HOLDINGS MANAGEMENT, LLC SUBDIVISION
NO. OF SHEETS	5
SHEET NO.	5

TEXAS HOLDINGS MANAGEMENT, LLC SUBDIVISION

PAVING AND DRAINAGE DETAILS

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
10001 ONE-MILE
DALLAS, TEXAS 75243

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. O-73-22, O-74-32, O-76-1, O-84-45 and O-2011-56 RELATED TO CHAPTER 10 "ALCOHOLIC BEVERAGES" OF THE PHARR CODE OF ORDINANCES; PROVIDING FOR CONFLICTS WITH OTHER ORDINANCES, AND FOR REPEALS THEREOF IN CERTAIN CASES; PROVIDING FOR SEVERABILITY 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:**

ARTICLE I. - IN GENERAL

**SECTION 1: CODE AND ORDINANCES ABOLISHED AND SUPERSEDED WITH THE
FOLLOWING:**

Chapter 10 - ALCOHOLIC BEVERAGES

Sec. 10-1. - Definitions.

For the purposes of this chapter, all definitions of words, terms and phrases as set forth in the Texas Alcoholic Beverage Code are hereby adopted and made a part of this chapter.

Sec. 10-2. - Location Restrictions on sale and manufacture.

It is hereby made unlawful for any person to manufacture, distill, brew, sell or distribute any alcoholic beverage, liquor, distilled spirits, wine, vinous liquor, malt liquor, ale, or beer, or otherwise engage in any activity for which a license or permit is required by the Texas Alcoholic Beverage Code, within the city at any location other than those specifically set out in exhibits which are incorporated into this section for all purposes and are on file with the city clerk city's corporate limits without the approval of the City of Pharr.

Sec. 10-3. - Sale prohibited near church, school.

The sale of alcoholic beverages within 300 feet of any church or public school within the corporate limits of the city is hereby prohibited; and no alcoholic beverages of any kind shall be sold on any premises located within 300 feet of any church or public school. The measurement of the distance between the place of business where alcoholic beverages are sold and any church shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and any public school shall be in a direct line from the property line of the public school to the property line of the place of business, and in a direct line across intersections. In the event a purveyor of alcoholic beverages holds its rights in the property in question under a lease, concession or similar agreement, for the purposes of this section, its place of business shall be considered the area specifically subject to such agreement and the boundary lines of such area set forth in such lease, concession or similar agreement shall be considered the property line of its place of business.

Sec. 10-4. - Hours of sale; approval of late hours mixed beverage permit.

- (a) ~~The on-premises retail sale of beer, wine, liquor, mixed drinks and all intoxicating beverages and the off-premises sale of beer and wine between the hours of 12:00 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 is hereby prohibited. For the purpose of this chapter, all guidelines pertaining to the hours of sale for alcoholic beverages, as set forth in the Texas Alcoholic Beverage Code are hereby adopted and made a part of this chapter.~~
- (b) Where an application has been made to the state alcoholic beverage commission for a late hours mixed beverage permit, and a request has been made that the city clerk approve such application, such request shall be presented to the city commission; and the city commission shall in its discretion approve such request where the application is for a late hours mixed beverage permit; and the city commission having so approved, the city clerk 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 state alcoholic beverage commission.
- (c) ~~The off-premises retail sale of liquor at any time on New Year's Day, Thanksgiving Day, Christmas Day, or on Sunday, and on any other day before 10:00 a.m. or after 9:00 p.m. within the city, is hereby prohibited.~~
- (d) ~~When Christmas Day or New Year's Day falls on a Sunday, subsection (c) of this section applies to the following Monday.~~
- (e) ~~Prosecution or conviction under section 1-6 shall never be a bar to any other remedy of relief for violations of this section.~~

Secs. 10-5—10-30. - Reserved.

ARTICLE II. - LICENSE

Sec. 10-31. - Required.

It shall be unlawful for any person to manufacture, distill, brew, sell or distribute any beer, liquor, wine or other alcoholic beverage, or otherwise engage in any activity for which a license or permit is required by the Texas Alcoholic Beverage Code, within the city, unless he has a current and unrevoked license so to do issued by the city.

Sec. 10-32. - Annual fee.

The annual fee for a license under this article shall be in an amount equal to one-half the amount of the license or permit fee imposed by the state to engage in similar activity in the city, except a temporary or agent's beer license.

Sec. 10-33. - Payment of fees.

All license fees imposed under this article shall be paid in advance for one year at the same time the state license or permit fees are due, unless such fee is collected for only a portion of the year, in which event the fee required shall cover the period of time from the date of the license issuance to the date the state license or permit expires, and only the proportionate part of the fee shall be collected. The fractional part of any month remaining shall be counted as one month in calculating the fee that shall be due.

Sec. 10-34. - Prerequisites to issuance; effect of issuance.

Upon payment of the applicable fee to the director of planning and exhibition to him of a license or permit duly issued by the state to the applicant or person paying such fee, the director of finance shall, in the name of the city, issue and deliver to such applicant or person a license to engage in business in the city of the character described in and authorized by the permit or license from the state held by such applicant or person. The license so issued in the name of the city shall authorize the conduct of such business upon the premises described in the license from the state and shall remain in force only so long as such permit or license from the state remains in force.

Sec. 10-35. - Conflicts with other ordinances.

Whenever the standards and specifications set forth in this article conflict with those contained in another ordinance of the city, the strongest or most restrictive provision shall govern. 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.

Sec. 10-36. - Penalty for violation of article.

~~Any person violating any provisions of this article within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in section 1-6. Prosecution or conviction under this section shall never be a bar to any other remedy or relief for violations of this article. Additionally, the city may, upon conviction for a violation of this article, revoke the license of the owner of such establishment to manufacture, sell or distribute alcoholic beverages within the city.~~

Sec. 10-36. - 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.

Sec. 10-37. - Conduct of business to conform to state and local laws.

The conduct of business of the holder of any license issued under this article shall be governed by and subject to all general state laws, civil or penal, or provisions of this Code and ordinances of the city.

SECTION 2. 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 3. 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.

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



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

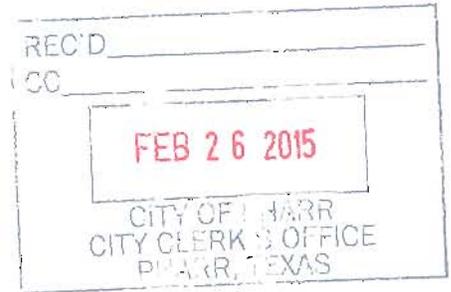
ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: [Signature]

DATE: 3/12/15

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	
		Thursday thru Saturday	Sunday thru Wednesday
<u>NON-TICKETED</u> 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	<u> </u>
Lunch - 11am - 3pm	\$ 1,000	<u>x</u> <u> </u>
Dinner - 5pm - 9pm	\$ 1,000	<u>x</u> <u> </u>

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.**

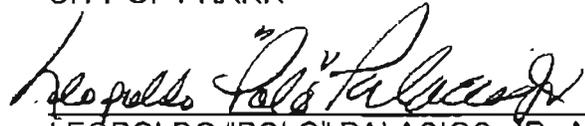
SECTION 4: PUBLICATION AND EFFECTIVE DATE. The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas.

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

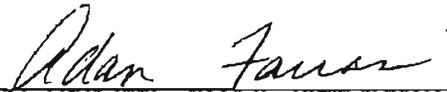
ATTEST:



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



AGENDA ITEM REQUEST

MEETING DATE: 3/17/15

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

AGENDA ITEM: Adoption of Updated Purchasing Policy

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Ordinance/Resolution

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

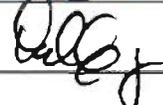
ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: Juan G. Guerra DATE: 3/6/15

APPROVAL:

DEPT. HEAD:  DATE: 3/9/15

ASSISTANT CITY MANAGER:  DATE: 3/9/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Approval of Ordinance/Resolution to adopt the updated Purchasing Policy

ORDINANCE NO: 0-2015-xx

AN ORDINANCE AMENDING ORDINANCE NOS. 0-2012-33, 0-2010-29 AND 1985-8527, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS PURCHASING AGENT; ADOPTING THE CITY OF PHARR PURCHASING MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as purchasing agent for the City and shall purchase all merchandise material and supplies needed by the City and will establish a suitable storehouse where such supplies shall be kept and from which the same shall be issued as needed. He shall adopt such rules and regulations as he shall deem necessary governing requisitions and transaction of business between himself and the department heads, officers and employees of the City.

SECTION 2: REPEALING CLAUSE. This Ordinance, as well as the attached purchasing policies, shall be enforce and apply to all personnel and agents of the City of Pharr and vendors. This ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished, and repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of March, 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

Hilda Pedraza, City Clerk

CONSIDERED PASSED AND APPROVED ON 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

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL 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

Pharr



2006

CITY OF PHARR, TX

PURCHASING MANUAL



MARCH 2015

RECIPIENTS OF:



Prepared By: Finance Department

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TABLE OF CONTENTS

Chapter 1 - INTRODUCTION	1
Authority	1
Purchasing Division	1
Goals of These Policies and Procedures	1
Responsibilities of City Employees	2
Purchasing Manual Overview	2
Chapter 2 – PURCHASING ETHICS (For City Representatives & Vendors)	3
Disclosure of Certain Relationships	3
Conflicts of Interest	4
Personal Gain	4
Influence of a Public Employee	4
Participating In Procurements With Family	4
Gratuities	4
Kickbacks	5
Confidential Information	5
Purchase of Materials, Equipment, & Supplies For Personal Use	5
Private Purchases Through City Facilities	5
Chapter 3 – PURCHASING PROCESS	6
General Authority	6
Purchasing Limits & Requirements – Non-Maintenance	6
Purchasing Requirements – Repair and Maintenance	9
Liabilities Not Requiring Purchase Orders	9
Purchase Order Process	9
Purchase Order Payment Process	10
Unbudgeted Expenditures	11
Receiving & Inspection	12
Invoices	12
Chapter 4 – QUOTATION PROCESS – FORMAL/INFORMAL	13
Chapter 5 – BID PROCESS (RFP/RFQ)	14
Sealed Bid or Proposal Procedures	14
Requirements Under State Law	14
Advertising and Advertising Time Requirements	14
Bid Specifications and Department Requisitions	14
Bid Preparation and Administration	15
Bid Opening Procedures	15
Bid Recommendations and State Law Regarding Bid Awards	16
Bid Number Sequences	17
Bid Discrepancies and Disqualifications	18

Agenda Requirement Responsibilities (All Capital Purchases/Projects).....	18
Release of Bid Information.....	18
Change Orders.....	18
Bonding.....	18
Insurance Requirements.....	20
Technology Competitive Sealed Proposals.....	21
Chapter 6 – EMERGENCY PURCHASES.....	22
Procedures for Making Emergency Purchases.....	22
Chapter 7 – SOLE SOURCE PURCHASES.....	23
Procedures for Sole Source Purchases.....	23
Chapter 8 – DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL.....	24
Surplus Equipment and Property.....	24
Salvage Material.....	24
Chapter 9 – CREDIT CARDS.....	25
Credit Card Use Authorization.....	25
Responsibilities.....	25
Limitations on Use of Credit Cards.....	26
Missing Documentation.....	26
Disputes/Returns.....	26
Reconciliation of Credit Card Purchases.....	26
Lost or Stolen Credit Cards.....	27
Termination or Transfer of Cardholder.....	27
Chapter 10 - MISCELLANEOUS.....	28
Sales Tax.....	28
Preference To Local Vendors.....	28
Purchasing Through State Contracts.....	28
Purchases Other Than Cooperative Purchasing Using Federal & Homeland Security Funds.....	28
Employee Reimbursements for City Expenses.....	28
Purchasing Laws.....	29
Appendix A – Ordinance Adopting this Purchasing Manual.....	i

CHAPTER 1 – INTRODUCTION

1.A –AUTHORITY

As per the City of Pharr’s Code of Ordinances; Ordinance No. 85-27: the Agent of Purchasing by virtue of being the City Manager’s designated representative shall have full authority to purchase or provide for the purchasing of materials, supplies and equipment for the use of all departments, commissions, and boards comprising the City government. The Agent of Purchasing shall have full authority towards monitoring the activity of all purchasing for the City of Pharr and keep proper documentation of same.

The Purchasing Division is located in the Finance Department. The Finance Department will provide assistance in all purchasing activities. Each department director is responsible for their department’s purchases.

This purchasing manual is subordinate to the State of Texas laws and regulations as set forth in the State of Texas Local Government Code, City Charter, and City ordinances.

1.B – PURCHASING DIVISION

Per the City Manager, the Purchasing Division (Division) is a branch of the Finance Department in the City of Pharr (City). The Division’s responsibility is to assist all City departments in the acquisition of goods and services at the most cost effective manner. The Division is the central point for all purchase orders.

It is the objective of the City to assure fair and competitive access by responsible vendors/contractors to the purchasing requirements of the City and to conduct business activities in such a manner as to foster public confidence in the integrity of the City. The City adheres to all State of Texas laws and regulations as set forth in the State of Texas Local Government Code and as published in the Cities purchasing manual and as approved by the City Commission of the City.

1.C – GOALS OF THESE POLICIES AND PROCEDURES

The goals of the Purchasing Manual are to:

- Acquaint all persons (internal and external) in respect to the City’s purchasing policies and procedures;
- Attempt to gain the most value for in every purchase;
- Provide added security in attempting to insure public spending is not used to enrich elected officials or government employees or to confer favors on favored constituents;
- Establish a good strong business-like relationship with all interested vendors;
- Ensure public funds are safeguarded. Although the purchasing office does not usually designate the types of purchases to be made, purchases are reviewed for completeness and are tested on a sample basis for adequate departmental purchasing methods;
- Ensure fair and open competition among bidders; and
- Ensure local businesses have an added opportunity in the contract awards process. This serves an interest of the City as a whole by assisting local vendors stay in business.

1.D – RESPONSIBILITIES OF CITY EMPLOYEES

The City wants to promote and protect its governmental integrity. Public employees must, therefore, discharge their duties impartially to assure fair, competitive access to City procurement. All City Staff engaged in procurement for the City shall comply with the ethical standards set forth in the following section.

The employees of the City responsible for purchasing activities should:

- Purchase the proper goods or services to suit the City's need;
- Get the best possible price for the goods or services using City policies;
- Have the goods or services available when and where the City needs it;
- Assure a continuing supply of needed goods and services;
- Guard against misappropriation of City funds;
- Facilitate cooperation with other governmental units;
- Maximize competition from responsible bidders;
- Safeguard public funds and receive the best value for the public dollar;
- Never use public spending to enrich elected officials or City employees; and
- Never make purchases for personal use in the City's name.

1.E – PURCHASING MANUAL REVIEW

This Purchasing Manual will be reviewed at least annually and approved by the City Commission at least every two fiscal years.

CHAPTER 2 – PURCHASING ETHICS (For City Representatives & Vendors)

The statutes governing local government purchasing impose criminal penalties for violating the provisions of the various Acts enacted by the Legislature to oversee purchasing. Any misuse of the City's purchasing power carries various legal and/or future employment consequences.

The City also requires ethical conduct from those who do business with the City. City representatives and vendors/entities are required to adhere to all federal, state, and municipal laws and ordinances.

2.A – DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, pursuant to H.B.914 and per Chapter 176, LGC, conflict of interest should be disclosed at all times. Vendors/entities wishing to do business with the City, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city, must disclose any potential conflict of interest (example: elected member/employee of the City that provide services to the City for compensation). The City may not disqualify the entities with a conflict of interest, so long as the conflict is disclosed.

It is the entity's responsibility to notify the City of a potential conflict of interest and to fill out the questionnaire. It is the responsibility of the City's representative to inform senior management or the Division of a potential conflict of interest by the entity. Failure to do so results in a breach of ethics.

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, vendors or respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations' with the City or submits to the City 'an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

An entity/vendor or respondent that-

(1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity;

Or

(2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity.' Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions."

Conflict of interest forms are maintained by the City's Finance Department Accounts Payable Division.

The forms required to comply with the above Government Code are available on the City's Finance Department Accounts Payable Division webpage and on the Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIS.pdf>.

2.B – CONFLICTS OF INTEREST

It shall be a breach of ethics for any employee of the City to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2.C – PERSONAL GAIN

It shall be a breach of ethics to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee's duties. Any personal gain by a representative of the City must be disclosed and a conflict of interest form submitted to the City.

2.D – INFLUENCE OF A PUBLIC EMPLOYEE

It shall be a breach of ethics to attempt to influence any City representative to violate the standards of conduct set forth by the City.

2.E – PARTICIPATING IN PROCUREMENT'S WITH FAMILY

It shall be a breach of ethics for any representative of the City to participate directly or indirectly in procurement activity for the City, and failing to disclose it, when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

2.F – GRATUITIES

It shall be a breach of ethics of city employment to offer, give or agree to give any representative of the City or for any representative of the City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefore pending before the City.

2.G – KICKBACKS

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of Pharr, or any person associated therewith, as an inducement for the award of a subcontract or order.

2.H – CONFIDENTIAL INFORMATION

It shall be a breach of ethics for any representative of the City knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

2.I – PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE

No City representative may purchase City property for their own personal use unless it is purchased through the City's public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials or supplies.

2.J – PRIVATE PURCHASES THROUGH CITY FACILITIES

No City representative may use the purchasing power of the City to make private purchases. In addition, they should not have private purchases sent to the City C.O.D. to be paid for by the representative.

- Such purchases may give citizens the erroneous impression that something dishonest is being perpetrated;
- It may be considered a mild form of blackmail on the merchant involved who desires to do business with the City; and/or
- It may evade sales tax, which is illegal

CHAPTER 3 – PURCHASING PROCESS

3.A – GENERAL AUTHORITY

The City has attempted to incorporate local, state and federal laws into this manual. The City, however, does not warrant that these policies include all such laws. Local, state and federal laws will prevail over these rules where applicable.

The Department Director has the authority to release a purchase order. A purchase order is a contract between the City and a vendor. The contract is not binding until it is accepted by the vendor. The City will not recognize the issuance of orders by unauthorized individuals and payment of the obligations will not be approved. Department Directors are responsible for their purchase orders. Failure to comply with the purchasing procedures may be subject to review by the City Manager. The only exceptions are emergency purchases made during or after normal working hours to keep necessary equipment or machinery in operation or to avoid work stoppage.

The Purchase Order authorizes the supplier to ship and invoice for the goods ordered and acts as a contract between the City and the supplier. The primary purpose of the Purchase Order is to expedite and control the buying activities of the City.

3.B – PURCHASING LIMITS AND REQUIREMENTS – NON-MAINTENANCE

At no time shall purchases be broken down into smaller quantities or specialized activities so as to avoid the requirements stated below. It is against state law and City policy to do so.

1. Purchases less than \$2,000

Purchases less than \$2,000 do not require competitive bidding, quotation forms. Quotes may be advantageous to obtain them regardless of the purchase price, so the City encourages them at all prices. Directors may, without further approval of the Division, make purchases less than \$2,000. Directors must authorize invoices for payment and forward to the Division.

This purchase order requires approval by the following City representatives: Department Director.

2. Purchases of \$2,000 to less than \$5,000

Purchases \$2,000 to less than \$5,000 will require written quotations with at least three quote prices. This is an informal process. The Department Director will validate the authenticity of the quotations. If the department solicits only one quotation because of the lack of bidders, the department Director shall note that explanation on a quotation page. The Director will authorize the invoice for payment once the items are received. Something documenting the original quotations, supporting documentation, and invoice shall be forwarded to the Division for payment processing.

This purchase order requires approval by the following City representatives: Department Director.

3. Purchases of \$5,000 to less than \$50,000

The Department Director must submit every purchase request for \$5,000 or more to the City Manager for approval prior to purchasing the item. This is a formal process; quotes must be on the vendor's official letterhead/form.

The City Commission must approve in advance all capital expenditures for \$5,000 or more if the City administration proposes to award the bid to other than the low bidder meeting specifications.

This purchase order requires approval by the following City representatives: Department Director, City Manager.

4. Purchases for \$50,000 or More

City Commission must approve in advance all expenditures for \$50,000 or more. With the approval of the City's annual budget containing a listing of all capital expenditures, approval is already provided. If the asset is not in the annual budget's list of capital expenditures, separate Commission approval will be needed.

The requesting department will initiate the request for formal competitive bids/proposals for goods, services, or contractual needs. The City Clerk will maintain and provide guidance for all bid activities.

City Commission must grant permission to advertise for formal bids/proposals. Notice to bidders must be advertised in two (2) consecutive weeks, with the first date of publication being at least fourteen (14) days prior to the opening of the bids or proposals. The department director initiating the bid process along with a Finance Department representative will conduct a public bid opening and tabulate the bids. The Finance representative will open the bids and read them aloud in the City's effort to ensure no tampering of bid documents. Competitive bids are awarded by the City Commission. The decision is based on a combination of price, quality, delivery time and service reputation. The bid will be awarded to the lowest responsible bidder, but the City reserves the right to reject any or all bids if it is in the best interest of the City. Competitive sealed proposals, used for high technology procurements, are opened so as to avoid disclosure of the contents of proposals to competing bidders until after the award of the bid.

This purchase order requires approval by the following City representatives: Department Director, City Manager, and City Commission official approval.

4.i Purchases Exempt From Competitive Bidding

State law provides a number of exceptions to the competitive bidding process. Under the State of Texas' Professional Services Procurement Act, a contract for the purchase of a personal or professional service is exempt from competitive bidding requirements if the City grants the exemption.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

The professional fees under the contract must be consistent with the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

Professional services include:

- Accounting;
- Architecture;
- Landscape architecture;
- Land surveying;
- Medicine;
- Optometry;
- Professional engineering;
- Real estate appraisal; or
- Nursing.

Professional services may include “members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence,” according to the Texas Attorney General’s Office.

Some of the areas not mentioned in the Professional Services Procurement Act that state courts and Texas attorneys general have ruled as excused under the professional and personal exemption include:

- Contracts for preparing tax rolls, tax reports, tax statements, inventory and proof rolls;
- Contracts involving the coordination of investigation of crimes;
- Contracts for services of a construction manager;
- Contracts for services of a third-party administrator of insurance benefits;
- Employment of an auditor; and
- Contracts for plat books and abstracts

Except for those professions specifically covered under the Professional Services Procurement Act and listed above, the City may still ask for competitive bids for professional services if it believes it is in the City’s best interests.

4.ii Other Exemptions

The following is a list of other areas that are exempt from competitive bidding requirements.

- Any land or right-of-way;
- An item that can be obtained from only one source, including:

- items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
- films, manuscripts or books;
- electric power, gas, water, and other utility services; and
- captive replacement parts or components for equipment;
- An item of food;
- Personal property sold:
 - at an auction by a state licensed auctioneer;
 - at a going-out-of-business sale; or
 - by a political subdivision of the state, a state agency, or an entity of the federal government; or
- Any work performed under a contract for community and economic development made by a county designed to reasonably increase participation by historically underutilized businesses in public contract awards by establishing a contract percentage goal for those businesses.

3.C – PURCHASING REQUIREMENTS – REPAIR & MAINTENANCE

Purchase of repair and maintenance services will require an open PO to be issued. The requesting department will go out for bids to obtain an hourly rate from the top 3 most advantageous businesses. During the bidding process, it must state that priority will be given to emergency equipment repair.

3.D – LIABILITIES NOT REQUIRING PURCHASE ORDERS

There are certain City liabilities that do not require purchase orders due to the nature of the purchase and their billing. The only liabilities the City recognizes without purchase orders, other than those expressed in section 3.B.1, are for utility services (example: water, electricity, gas, etc...) and for payroll related liabilities (pension, health insurance, etc...).

3.E – PURCHASE ORDER PROCESS

The Purchase Order (PO) process is centralized through the Division. The following steps are the basic City purchasing order procedures:

1. The Division controls all PO's.
2. The Division provides 25 blank PO forms to each department.
3. PO forms are filled out and approved per section 3.B **BEFORE** making purchases, **ENSURING** that budgeted funds are available, excluding maintenance items.
4. The department makes purchases based on departmental needs.
5. The department turns in all PO forms and invoices/statements to the Division for entry. Departments are responsible for the timely submission of all PO's, invoices, and statements.
6. The Division enters PO's throughout the month in the City's Incode accounting system.

7. The PO's are not present in the account line item detail until the PO's are posted; they are posted once payments are made.

3.F – PURCHASE ORDER PAYMENT PROCESS

The timely processing of payments to vendors is addressed via State law. The Local Government Code, Chapter 2251 sets out:

- Required deadlines for payment to vendors;
- Requirements for vendors' payments to their subcontractors;
- Penalties for failure to comply with the Act; and
- Exceptions to the Act.

It requires that the City pay all payments owed not later than 30 days after the goods or services are received or the date that the invoice is received, whichever is later. This Act also requires that vendors follow the same rules for payments to their subcontractors,

When the City believes there is an error on an invoice received from a vendor, it has until the 21st day after receipt to notify the vendor of the dispute. Then, if the dispute is resolved in favor of the City, the vendor must submit a new invoice and the City has 30 days from receipt of the new invoice in which to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date the invoice became overdue.

Other times when the Act provides exceptions are:

- When there is a bona fide dispute between the City and a vendor, contractor, subcontractor or a supplier concerning the supplies, materials or equipment delivered or the services performed which causes the payment to be late;
- When there is a bona fide dispute between the vendor and a subcontractor, or between a subcontractor and its supplier concerning the supplies, materials or equipment delivered or the services performed which causes the payment to be late;
- When the terms of a federal contract, grant, regulation or statute prevent the City from making a timely payment with federal funds; or
- When the invoice is not mailed to the proper office, if an office address is specified in the instructions on the purchase order.

1. Standard Accounts Payable Cycle

The Accounts Payable Division (AP) is in the Finance Department. AP works closely with the Division in ensuring the prompt payment of City purchasing liabilities.

AP's standard payment cycle is posted twice a month, on the 15th and at the end of the month. The payment cycle is as follows:

1. Invoices/statements are sent to AP AT LEAST 4 DAYS PRIOR TO PAYMENT DATE.
2. The department director responsible for the purchase liability must approve the invoice and submit the associated PO form for proper documentation
3. AP will enter the information into accounting system
4. Once all documentation is turned in and approved for payment, checks will be processed

5. Checks will then be mailed out unless specifically requested otherwise

2. Check Request Purpose and Use

Check Request forms are to be used for prompt payments and do not go through the standard City policy of using a semi-monthly payment cycle. They are only to be used for certain time-sensitive payment requests. Constant use of this procedure goes against the purchase order process and standard payment cycle, which leaves the door open to possible discrepancies in operations. Attempts to minimize the use of Check Requests should continue at all times. Due to the need for prompt payment, the following items are approved for the use of the Check Request procedure:

- Travel related pre-payments
- Emergency payments so as to avoid penalties or to comply with Chapter 6 of this manual
- Time sensitive **NON-RECURRING** items approved by the City Manager
- Construction contracts
- Purchase from entities that do not accept PO's
- Events Center close-out

The steps in preparing a Check Request are similar to the standard accounts payable cycle. The summary steps are as follows:

1. Check Requests must be properly filled out and approved with all data prior to being submitted to AP for processing.
2. Check Requests must be approved by the requesting department's director, City Manager, and Finance Director
3. Once filled out and proper approvals and documentation attached, AP will process it to produce a check.
4. The check will go directly to the department requesting the check request unless specifically requested otherwise.

3.G – **UNBUDGETED EXPENDITURES**

Departments may find themselves in situations where unexpected purchases are required, which are at times unbudgeted. Unbudgeted expenditures are not routine but do happen on occasion. The following outlines the City's standard procedures for unbudgeted expenditures:

- Departments will review their adopted budgets and will make every effort to purchase the required unexpected items/services utilizing their adopted budget. Budget adjustments (reallocated unexpended budget funds, not to exceed \$10,000) will be performed if there are excess funds in their budgets;
- If the department does not have sufficient budget funds to cover the unbudgeted purchase, they will contact the Finance Department to ask if there are any excess funds within the fund the department is budgeted from;
 - If Finance has concluded that there are excess funds, Finance will allow the purchase and input the funds in the department via a Budget Amendment.

- If Finance has concluded that there are no excess funds, Finance will attempt to cover the cost of the unbudgeted purchase via reallocation of another department's budget within the same fund (everyone will be notified of the budget reallocation). If reallocation of funds is not possible, Finance will not allow the purchase.

3.H – RECEIVING AND INSPECTION

After an item is purchased, the task of receiving and inspection rests with all City representatives accepting the materials, goods, or supplies. This should be done as promptly as possible to take advantage of early payment discounts and/or to give the Division the processing time needed to avoid interest and penalties. All items must be inspected upon receipt, and whenever possible, in the presence of the vendor or shipper. Inspection should include:

- Verification of correct delivery site
- Verification of correct quantities
- Verification of correct PO number on the packing slip
- Checking for damaged or defective goods
- Receiving Complete Orders: sign and date the packing slip, attach the packing slip to the PO, and immediately submit it to the Division
- Receiving Partial Orders: make a copy of the P.O. and cross out any items that are not received, sign and date the partial packing slip, and submit it to the Division for processing. The original PO will be submitted for the final payment of the PO.

3.I – INVOICES

An invoice is an itemized statement of merchandise or service provided by the vendor. Invoices are sent by the vendor for payment by the City after purchases are made. It contains the same information as the purchase order and is the means of settlement of financial obligations incurred when the PO is issued.

- All invoices must be sent directly to the Division where they are held until the PO receiving or partial (copy of original) has been processed
- Should the using department receive an invoice, the department will forward it immediately to the Division for prompt payment and to avoid interest penalty. Vendors should be notified that all future invoices are to be sent directly to the Division
- Payment is overdue on the 31st day after the later of: (Texas Government Code, Chapter 2251.021)
 - ✓ The date the City receives the goods under the contract
 - ✓ The date the performance of the service under the contract is completed; or
 - ✓ The date the City receives an invoice for the goods or services

CHAPTER 4 – QUOTATION PROCESS – FORMAL/INFORMAL

The quotation process is the documentation of the City's purchasing representative's attempt to obtain the best purchase price available. This documentation can be informal and formal, based on the cost of the item being purchased per section 3.B.

1. Formal Quote

The requesting department will ask the vendor providing the quote to mail/fax/email their quote for the item being purchased. This quote must be on the vendor's letterhead/stationary.

2. Informal Quote

The requesting department may ask the vendor providing the quote to state their quote over the phone for the item being purchased. The quote will then be noted by the requesting department via memo format using the internal template provided by the Finance Department.

CHAPTER 5 – BID PROCESS (RFP/RFQ)

5.1 – SEALED BID OR PROPOSAL PROCEDURES

The bid activity must be coordinated with and maintained by the City Clerk. It is the policy of the City to use a sealed bid proposal or design/build procedure in compliance with Chapter 252 of the State of Texas Local Government Code for any procurement which will total \$50,000 or more. The requesting department will prepare and solicit all procurement's requiring sealed bids.

5.2 – REQUIREMENTS UNDER STATE LAW

The Texas Local Government Code requires that before a municipality may enter into a contract, other than a contract for insurance, that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must comply with the procedure prescribed by Chapter 252.021 for competitive sealed bidding or competitive sealed proposals.

5.3 – ADVERTISING AND ADVERTISING TIME REQUIREMENTS

Permission to advertise must be obtained from the City Commission. Section 252.041 of Chapter 252 requires that the sealed bid be advertised publicly with notice of the time and place at which the bids will be publicly opened and read aloud. The public notice must be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality that is listed as the City's paper of record (Advance News). The date of the first publication must be before the 14th day before the date set to publicly open the bids. In addition to the paper of record, the City, at its option, may also advertise online and with other publications and/or organizations.

5.4 – BID SPECIFICATIONS AND DEPARTMENT REQUISITIONS

All sealed bids must include a set of complete and detailed specifications of the item or items and/or services to be purchased. **THE CREATION IS THE SOLE RESPONSIBILITY OF THE REQUESTING DEPARTMENT.** The Finance Department will assist the requesting department in any way necessary, but will not be responsible for the final content of the specifications. The City Clerk is responsible for all remaining parts of the bids/proposals terms, conditions and document requirements including any legal terminology required by law.

Vendors can be consulted as a source for specification information as long as they are advised that a sealed bid procedure will be used and the vendor cannot be treated with any type of favoritism. Specifications used by other governmental entities or sources is acceptable, and therefore, should be contacted if needed for this assistance. In addition, previous specifications submitted to Finance will be kept available for reference.

In order to assure fair and competitive bids, brand names should not be used in specifications unless it is made clear to each bidder that the brand name is being used for reference only. This can be accomplished by adding an "or equal" statement behind the brand name. This statement will indicate to the bidder that other brand names will be considered if they offer specifications that are equal or better than the specifications listed in the bid. Brand names can be specified, as

the only brand that will be accepted in cases where the brand specified is the only product that will work with the existing parts or equipment.

An approved purchase order must be submitted to Finance for all formal bids and proposals. The requisition must include the funding account number and budgeted amount authorized for the purchase. The requisition along with the specifications should be submitted for approval as called for in the purchasing manual. WITHOUT THE AUTHORIZED APPROVALS INDICATING SUFFICIENT FUNDS ARE AVAILABLE FINANCE WILL NOT PROCESS A BID.

5.5 – BID PREPARATION AND ADMINISTRATION

All sealed bids and proposals will be prepared and administered by the requesting department and coordinated with the City Clerk. The only exceptions are projects that involve engineering and architect design services. The requesting department will be responsible for notifying the City Clerk on any bid or proposal that they issue, the dates of any advertisements, pre-bid conferences and bid opening dates. The City Clerk will be responsible for posting the bids on the City Internet Web site to insure all bid information is available on the Web site. On both bids and proposals, a bid number will be assigned and advertising dates, pre-bid meeting dates and the bid opening date set. The Finance Director or his designee or the designee assigned for bids/proposals will be responsible for the bid opening and reading of the bids received. Once opened, a pre-audit bid tabulation will be created. Once a complete audit and bid tabulation is completed by the requesting department, the tabulation along with all bids will be sent to the City Clerk. When all bids have been reviewed, the requesting department will be responsible for submitting to the City Clerk a recommendation of bid award and background wording to be included in the Agenda Memo to the City Commission.

5.6 – BID OPENING PROCEDURES

Receiving competitive bids and proposals must be done properly in order to ensure that no possibility of favoritism or even the appearance of favoritism exists.

Each bid or proposal must be returned to the City Clerk's office, with the bid/proposal identification number marked on the outside of the envelope/box. Only one bid/proposal should be submitted per envelope. If more than one bid is to be submitted, require that the vendor use separate envelopes for each one. The bid/proposal envelope should be time and date stamped in the designated office as soon as it is received. The bid/proposal envelope should then be filed unopened together with the other bids/proposals for the same invitation/request number.

Bids/proposals are opened at the hour specified in the invitation/request at the place named in the RFP. Vendors and the public are invited and encouraged to attend the bid opening. In case no observers attend the bid opening, always have a member of another office act as witness so that charges or irregularities can be disproved.

In order to establish a standardized format of bid openings the following procedures should be followed:

1. The Finance Director or his designee or the designee assigned by the requesting department bids shall conduct all bid openings.

2. In addition to the Finance Director or his representative there will be at least one city employee from the department who submitted the purchase request at all bid openings. This employee will be knowledgeable of the bid specifications and should be prepared to answer all questions that pertain to the specifications. At bid openings the requesting department representative will act as the recorder of all information that is read at the bid opening and will publicly confirm that all information was read completely and truthfully.

3. At Bid Openings all bids will be opened and all pricing will be called out in accordance with the bid opening procedures.

5.7 – BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS

The requesting department is solely responsible for reviewing the specifications offered in each bid to insure the specifications meet the bid requirements and must provide a review of any bid that did not meet the specifications. If the bids offered meet the specifications requested, the recommendation may then be made based on the procedures set out in the State of Texas Local Government Code Chapter 252, Sub Chapter C, 252.043. Under this chapter entitled Award of Contract, the City may award the contract based on:

Sub-section (a) f the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or the bidder who provides goods or services at the best value for the municipality”.

Sub-section (b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder’s goods or services;
- (3) the quality of the bidder’s goods or services;
- (4) the extent to which the goods or services meet the municipality needs;
- (5) the bidder’s past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contacting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder’s goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

Sub-section (c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Sub-section (f) The Governing body may reject any and all bids.

Sub-section (h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

In addition under the State of Texas Local Government Code Chapter 271, Sub Chapter 271.9051 a Municipality may consider a bidder's principal place of business where the Municipality has a population of 250,000 or less. The sections of this Sub Chapter states:

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

- (1) the lowest bidder, or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

Other considerations of a bid award may be:

- the safety record of the bidder considered
- Companies or individuals indebted to the municipality
- Inclusion of required bonding and insurance
- Any other consideration as listed in the State of Texas Local Government Code

5.7.1 – BID NUMBER SEQUENCES

The bid number will consist of four sections totaling 13 digits. The first sections will consist of four digits indicating the fiscal year. The next section will consist of two digits indicating the fund. The third section consists of three digits identifying the requesting department's departmental account number. The last section consists of the number of bids the City as a whole has managed throughout the fiscal year. The City Clerk is responsible for assigning the bid number to the requesting department.

5.8 – BID DISCREPANCIES AND DISQUALIFICATIONS

There are several reasons that require a bid to be disqualified. These reasons are as follows:

1. Any bid received that is not signed by an authorized company representative.

2. Any bid received that did not return required information such as addendum/s, bonding and/or insurance requirements. This requirement may be waived as a technicality but must be approved by the City Attorney's office.

3. Also subject to disqualification are bids/proposals where prices are conditional on award of another bid, or when prices are subject to unlimited escalation. If allowed by the specification, prices may be subject to escalation based on an independent wholesale index. (e.g., for oil and gas products, the net terminal price or current Oil Price Information Service prices.)

5.9 – AGENDA REQUIREMENT RESPONSIBILITIES (ALL CAPITAL PURCHASES/PROJECTS)

All capital items purchased by the City must be submitted to the City Commission for approval. During the budget process, all capital items are budgeted and approved by the City Commission once they approve the budget. The capital items needed outside of the budget process must be submitted to the City Commission for approval after ensuring adequate funds are available.

5.10 – RELEASE OF BID INFORMATION

All requests for historic information concerning a bid, specifications on a bid or other matters relating to bids of the City can only be conveyed via an open records request and should be made through the City Clerk's Office. All open records request forms are to be kept and filed in a manner that makes retrieval of the information that was requested and the information that was returned easily accessible.

5.11 – CHANGE ORDERS

After awarding the contract, the governing body may make changes to plans, specifications or quantities if necessary. But the total contract amount may not be increased unless the increase will be paid from current funds, or is provided for by issuing debt. If a change order involves a decrease or an increase of \$25,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders. No increase of more than 25 percent may be made, and the contractor must agree to any decrease of 25 percent or more.

5.12 – BONDING

By State Statute, any person, persons, firm, or corporation (prime contractor) entering into a contract in excess of \$ 50,000.00 with the City for the construction, alteration or repair of any public building or prosecution of completion of any public work, shall be required before commencing such work, to provide the following bonds, issued by a corporate Surety duly authorized and admitted to do business in the State of Texas.

PUBLIC WORK: Although the term public work is not defined by statute, it is generally understood to mean construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. Contracting for demolition of real property would also fall under this definition.

5.12.1 – BONDING REQUIREMENTS

To ensure that the successful bidder will enter into a contract with the City and complete the project as defined by the bid specifications, bidders may be required to provide the City with surety bonds guaranteeing successful completion of the contract. There are three types of surety bonds commonly used with City contracts; the bid bond, performance (and maintenance) bond, and the payment bond. A surety is a firm (usually an insurance company) that will guarantee that the bidder will perform as defined by the specifications. The City will only accept corporate sureties as bonding entities. Personal sureties are unacceptable.

5.12.2 – BID BOND

It is the City's option whether or not to require bidders to provide the City with a bid bond along with their bid submissions. State statutes do not address bid bonds for Municipalities.

Bid bonds are issued by a Surety financially guaranteeing that the successful bidder will enter into an agreement with the City to perform the project or provide the service as defined by the specifications. The City requires that the bid bond be accompanied with an appropriately completed "Power of Attorney" executing the bid bond for the bidder. As an alternative, the City may accept a cashier's check, with the City named as payee, to be held in escrow until the successful bidder signs the City's project contract.

BID BOND AMOUNT: The bid bond minimum limit (or cashier's check) is five percent (5%) of the total amount bid.

5.12.3 – PERFORMANCE BOND

Performance bonds financially guarantee that once the successful bidder enters into a contract with the City to perform work, the contractor will complete the project. Should the contractor fail, then the Surety will, generally, hire an alternate contractor to complete the work, allow the City to select another contractor and pay the difference between the first contractor's price and the new contractor's price, or pay the original contractor whatever it takes to complete the project.

PERFORMANCE BOND AMOUNT: Performance bonds must be written for one hundred percent (100%) of the total bid price.

5.12.4 – PAYMENT BOND

A payment bond will pay any outstanding bills for labor, materials, and supplies used in the City's project from the contractor's subcontractors and suppliers should the prime contractor default on their payment.

PAYMENT BOND AMOUNT: Payment bonds must be written for one hundred percent (100%) of the total bid price

5.12.5 – MAINTENANCE BOND

Maintenance bonds financially guarantee that the Contractor will maintain and keep in good repair the work contracted to be done and performed from the date of acceptance of the work by the City for a predetermined period of time. For public works projects, the bond would also include any necessary back filling that may arise because of sunken conditions in ditches.

The bond is designed to provide financial protection to the City for all defective conditions arising by reason of defective material, work, or labor performed by the Contractor. In the event the Contractor does not fulfill its maintenance obligation, the bonding company will pay to maintain the project as defined in the contract specifications.

5.13 – INSURANCE REQUIREMENTS

Whenever the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be executed upon award of the contract, that transfers the risk of the project from the City to the contractor. Because the contractor may or may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Most contracts are tailored for individual projects and programs; therefore, certain elements of the insurance required should be addressed in every contract document. One of the most important elements is the actual insurance coverage, which include the coverage types and limits that are dependent upon the nature of the project/program.

Although not all of the coverage's are required for every project (and limits will vary by exposure), understanding the coverage's provided by these policies is important to assure that all of the City's potential liabilities and exposures from the project are properly protected. Should any questions arise about the amounts of types of insurance requirements the initiating department should contact the Risk Managers office.

5.14 – TECHNOLOGY COMPETITIVE SEALED PROPOSALS

Municipalities may use the Competitive Sealed Proposal procedure for high technology procurements. Local Government Code 252.021. High technology procurement is defined as the procurement of equipment, goods, or services of a highly technical nature, including, but not limited to: data processing equipment, software, and firmware used in conjunction with data processing equipment, telecommunications equipment, radio and microwave systems, and electronic distributed control systems (including building energy management systems), and technical services relating to such items.

Notice requirements for high technology proposals are the same as for general contracts. Requests for Proposals must solicit quotations and must specify the relative importance of price and other evaluation factors. The City may hold discussions with bidders who submit proposals and are determined to be responsibly qualified for the award of the contract. Each bidder must be treated fairly and equally with respect to any opportunity for discussion and revision.

Proposals are evaluated one against the other, and then initially ranked. The proposals are then negotiated, and re-ranked. Further negotiations will be required and a final selection made. A department head or his designee may meet in private session with each proposer, and negotiate for exactly what is needed. Negotiations are not limited to one meeting.

Offers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the final offers, revisions may be permitted after submissions and before the award of the contract. Throughout the proposal process, information identified by the vendor as trade secrets or proprietary information, and contained in the proposals, must be kept confidential by law.

After proposals are received, the City may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best possible proposal for each vendor.

CHAPTER 6 – EMERGENCY PURCHASES

The City may make emergency or exempted purchases without competitive bidding under specific circumstances. Purchases that are required immediately for purposes that could not reasonably have been foreseen are generally exempt from bids. They may be subject to other requirements, however, such as certification that an emergency exists. When it is necessary to preserve or protect the public health, competitive bidding requirements are waived regardless of how the conditions were brought about. If there is time to give proper notice and for an advertisement to be made, then it is not an emergency situation.

6.A – Procedure for Making Emergency Purchases

The following are procedures for dealing with emergency purchases:

- **Qualification:** The purchase must qualify as an emergency purchase as defined in state law local government code chapters 252, 262 and 271.
- **Designation:** The emergency purchase designation indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids are required.
- **Normal working hours:** All emergency purchases occurring during normal working hours are processed through the City as follows:
 - The requesting department will notify the Division by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately;
 - Simultaneously, a PO is prepared and hand-carried through the approval process;
 - The requesting department contacts as many vendors as necessary to arrange the emergency purchase. If there is not enough time to get authorization, the purchase can be completed by telephone, and the purchase order completed after the fact and delivered to the vendor; and
 - The buyer requests expedited delivery. The person making the requisition may be required to pick up the emergency purchase from the vendor if timely delivery is not available.
- **Evenings, weekends and holidays:** When purchasing support is unavailable, process emergency purchases as follows:
 - The responsible official of the requesting department takes whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency. If possible, only those goods or services needed during the evening, weekend or holiday are procured; and
 - On the first working day following the emergency, the responsible official prepares a PO and hand carries it to the Division. The person making the purchase must attach the invoices, bills of materials, receipts or other documents related to the purchase to the PO.
- The official in charge of the requesting department must certify in writing on the next business day, or as soon as possible, why the emergency purchase was necessary and why it was an emergency.

CHAPTER 7 – SOLE SOURCE PURCHASES

Quotes are not required if the materials, goods, or supplies can only be purchased from a sole vendor, in other words, a sole source. Reasonable efforts must be made to ensure purchases from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources. Sole source purchases are subject to possible review by the City Attorney.

For a sole source purchase, at least one (1) of the following must exist:

- Available from only one source because of patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books
- Gas, water, and other utility services, (in most instances)
- Captive replacement parts or components for equipment
- Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- Sole source purchases are approved only after the lack of alternate sources has been determined and proof of sole source is documented via memo by the department director.

The requesting department should do everything possible to strengthen the City's bargaining position. Costs related to procurement should always be considered before an order is issued. Post-purchase costs could include multi-year maintenance contracts, replacement parts or trade-in value.

7.A – Procedure for Sole Source Purchases

Sole source purchases are handled the same as other purchases, with these exceptions:

1. The Finance Director must approve all sole source purchases. The approval should be done before a PO is issued.
2. The PO is then completed in accordance with the standard purchasing procedures.
3. If the item is a sole source purchase, the requesting department director must prepare a statement and attached it to the PO that says a sufficient number of vendors have been contacted to determine that only one practical source of supply exists or states the reasons only one source exists. This statement must be attached to the PO.

CHAPTER 8 – DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL

8.A – SURPLUS EQUIPMENT AND PROPERTY

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment or equivalent service;
3. Donated to an entity with City Commission approval;
4. Recycled; or
5. If the item has no value except for salvage, the procedure will take place per section 8.B.

Personal property does not include real estate such as land, including the building or improvements on it, or its natural assets, such as minerals and water. The City may sell real property owned by the City by sealed bid under Local Government Code §272.001 or by public auction under this section.

To sell real property by public auction, the City must publish notice of the auction. According to Local Government Code, §253.008, the notice must be published once a week for at least three consecutive weeks, with the first publication at least 20 days before the date the auction is held, in a newspaper of general circulation in both the county in which the City is located and the county in which the property is located. The notice must contain a description of the property, including location, and the date, time and location at which the auction is to be held.

8.B – SALVAGE MATERIAL

Disposal of salvage materials, scrap metals, copper, brass, etc., may be sold after attempting to obtain 3 offers.

CHAPTER 9 – CREDIT CARDS

9.A – CREDIT CARD USE AUTHORIZATION

Credit card purchases are authorized for:

- Unforeseen non-routine, charges that are considered an emergency need
- Travel related charges
- Meeting preparation purposes
- Vendors that do not accept PO's

9.B – Responsibilities

Management of the City's credit cards require a team effort. The levels of responsibilities are as follows:

➤ **Cardholder**

- Comply with all purchasing policies and procedures.
- Review, Approve and Initial receipts, card holder statement/department summary.
- Hold and secure credit card.
- Compare charge slip with receipts and verify totals are the same.
- Turn in all charge slips, invoices, receipts daily to department representative.
- Notify Finance Department of lost and stolen card.
- Responsible for all missing documentation.

➤ **Department Representative**

- Receive daily all receipts, charge slips, invoices and credit slips.
- Verify receipt total and charge slip total agree.
- Write general ledger account number on each receipt.
- If the card is used for meals, must write on receipt who was present and purpose of the meal.
- Have cardholder sign each receipt as a validated charge.
- Reconcile monthly card statement total for agreement with receipts.
- Submit cardholder statement and supporting receipts in a timely manner (2 days after the purchase) to the Finance Department.
- Comply with all purchasing policies and procedures.

➤ **Finance/Account Administrator**

- Monitor charges for proper account codes and fund availability.
- Receive approved cardholder statements, receipts and supporting documentation.
- Confirm charges/receipts are authorized by department representatives and/or cardholder.
- Check individual receipts for account coding accuracy.
- Notify departments when approved monthly department statements are not received.
- Notify Credit Card Company of any disputes.
- Initiate training program for all cardholders/department representatives.

- Cancellation/termination of credit cards.
- Coordinate and maintain internal controls.
- Receive monthly City statements.
- Receive approved cardholder statements, receipts, and summary reconcile statements to City Total Summary.
- Pay all non-disputed monthly charges for consolidated statement.
- Process accounting data and issue accounts payable check.
- File and store statements, receipts, monthly check and etc.

9.C – LIMITATIONS ON USE OF CREDIT CARD

The credit card is to be used for City authorized purchases only. The card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.

9.D – MISSING DOCUMENTATION

If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must try to obtain a copy and if this is not possible, detail the purchase must be attached via memorandum. The detail will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor name and why there is no supporting documentation. Continued incidents of missing documentation will result in disciplinary action, to include cancellation of credit card for six months.

9.E – DISPUTES/RETURNS

The Finance Department must be notified of all disputes. All documentation concerning the disputed items will be turned into the Finance Department as soon as possible. The Finance Department will contact the Credit Card Company and follow dispute procedures.

The Cardholder is responsible for obtaining a credit memo from a supplier, when the merchandise that was purchased with the City Credit Card is returned to the supplier. The credited amount will be applied to the cardholder's account. **Cash refunds are prohibited.**

9.F – RECONCILIATION OF CREDIT CARD PURCHASES

1. The Credit Card Company will mail/email billing statements to the Finance Department and in return Finance will send a departmental statement to the each department representative. Statements will list all transactions processed during the billing cycle.

2. Department Representative reconciles receipts against monthly statement within two (2) days of receipt.
3. Cardholder must sign and approve all

9.G – LOST OR STOLEN CREDIT CARDS

If a credit card is lost or stolen, the cardholder or department representative must immediately notify the Finance Department. The cardholder will be responsible for reporting all information necessary to reduce the liability to the City for a lost or stolen card. Disciplinary action will be taken in the event that the Finance Department is not notified.

9.H – TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends his or her employment or is transferred to another department, the Finance department must be immediately notified to ensure that the card is canceled or necessary action is taken. Credit Card is to be collected by the Department Representative and sent to the Finance Department for cancellation.

CHAPTER 10 - MISCELLANEOUS

10.A – SALES TAX

The City of Pharr is exempt from all Federal Excise Tax And the State of Texas Limited Sales Excise and User Tax. All purchases should be tax exempt.

10.B – PREFERENCE TO LOCAL VENDORS

The City will always make every effort to purchase from Pharr vendors. This preference is deemed as being in the best interest of the city. Local vendors are afforded a 5% cost difference in comparison to non-Pharr vendors. This preference applies to items under the State of Texas bid mandated purchasing per section 3.B.

10.C – PURCHASING THROUGH STATE CONTRACTS

Through cooperative purchasing, the City can save time and money in our purchasing procedures. The Local Government Code (§§271.081 - 271.083) provides for purchasing by the City through state contracts. This frequently saves time and effort in local purchasing. In addition, all statutory bidding requirements are satisfied when purchases are made through state contracts, and the vendors are frequently the same ones with whom the City is already dealing.

There may be some drawbacks. Some prices on state contracts may not be as low as a local contract. Requesting departments should also consider levels of service and other service related options not included on the contract or in the quoted price.

10.D – PURCHASES OTHER THAN COOPERATIVE PURCHASING USING FEDERAL & HOMELAND SECURITY FUNDS

If purchases are made from other than a cooperative purchasing contract using federal funds, example: Homeland Security Funds, the department purchasing shall:

1. Check with the GSA Excluded Parties List System (EPLS) website www.epls.gov to verify that the vendor to be used by the City is not on the excluded parties list. Due to the EPLS constantly changing, this action needs to be done every time a purchase order is issued.
2. Attach a copy of the screen indicating the vendor is not debarred at the time of the procurement and include that copy with the procurement records for audit and monitoring purposes. If the vendor is debarred, we cannot do business with that vendor.

10.E – EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES

The City will reimburse purchases made by employees on behalf of City business. Items that are not reimbursable include: tobacco products, alcoholic beverages, and other questionable expenses. Questionable expenses will ultimately be decided upon by the City Manager.

10.F – PURCHASING LAWS

Texas purchasing law is located in a number of places in the statutes. City purchasing is primarily in Chapter 252 of the Local Government Code. Statutes pertaining to both cities and counties, plus other types of local governments, are included in Chapter 271 of the Local Government Code. Conflicts of interest by local government officials are covered in Chapter 171 of the Local Government Code.

Other statutes pertaining to purchasing or contracting are in Vernon's Civil Statutes or in other parts of Vernon's Texas Codes. Since the law is so fragmented, it is helpful to have this listing of where to find different statutes and each act's general contents.

Attorney general opinions offer valuable guidance in interpreting and applying the laws. Consult them whenever questions arise. The attorney general's opinions are available from:

Attorney General of Texas
Opinion Committee
209 West 14th Street
Austin, TX 78701-2548

Telephone (512) 463-2110

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Pharr
Administration

interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk 

Subject: Election Judges/Alternates and EVBB Judge for May 9, 2015

Date: March 17, 2015

The attached ordinance will put into place the Judges, Alternate Judges and Early Voting Ballot Board (mail ballots) for the upcoming Municipal Election scheduled for May 9, 2015.

An individual appointed as a Judge must be from the election precinct and a qualified voter and the Alternate judge must be a registered voter of the county where the election is being conducted. The recommended period to appoint these individuals is March 16-27, 2015. By beginning this process early will allow sufficient time to give notice to the election judges, schedule training and if needed, make any necessary changes.

The individuals listed have worked as a Judge/Alternate in the last two elections (Special Election November 2008 and General Election May 2010).

Judges for election precinct 61, 116, and 240 Alternates	Rolando Garcia Alicia Torres and Rene Salinas
Judges for election Precinct 06, 35 and 147 Alternates	Enrique Trevino Artemio Palacios
Judges for election Precinct 60 and 115 Alternates	Elvia Flores and Belen Torres Hugo Robles
Judges election Precinct 25 and 36 Alternates	Janie Crum Artemio Palacios
Judges for election Precinct 05, 122, 137, 146 and 227 Alternates	Daniel Chavez Carlos Salinas and Adela Olvera
Early Voting Ballot Board	Viola Palacios Ruben Ramos

Thank you.

ORDINANCE NO. O-2015-___

**ORDINANCE APPOINTING JUDGES AND ALTERNATE
JUDGES FOR THE GENERAL MUNICIPAL ELECTION
TO BE HELD ON SATURDAY, MAY 9, 2015**

WHEREAS, the Board of City Commissioners of the City of Pharr, Texas (the "City") has ordered a general municipal election be held on Saturday, May 9, 2015 within and throughout the corporate limits of the City at which all residents, qualified electors of the District shall be entitled to vote for Mayor, Commissioner Place 1, Commissioner Place 5, and Commissioner Place 6;

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

SECTION 1: Presiding and Alternate Election Judges: The presiding and alternate judges for each voting precinct established for the Election in the order calling the election, shall be appointed for one single election and runoff election if necessary, and shall be the following:

- | | | |
|--|---|---|
| Election Precincts 61, 116, and 240 | - | Pharr Housing Authority
104 W. Polk Ave. |
| Presiding Judge | - | |
| Alternate Judge: | - | |
| Election Precincts 06, 35, and 147 | - | Jose "Pepe" Salinas Civic Center
1011 W. Kelly |
| Presiding Judge | - | |
| Alternate Judge | - | |
| Election Precincts 60 and 115 | - | Buckner Elementary School
1001 North Fir |
| Presiding Judge | - | |
| Alternate Judge | - | |
| Election Precincts 25 and 36 - | | Pharr Elementary School
500 E. Sam Houston |
| Presiding Judge | - | |
| Alternate Judge | - | |

Election Precincts 05, 122 - Las Milpas Community Center
137, 146, and 227 7107 S. Cage

Presiding Judge -

Alternate Judge -

SECTION 2: Appointment of Election Clerks: The Presiding Judge of each Voting precinct shall appoint not more than three (3) qualified election clerks to serve and assist in conducting the Election; provided that if the Presiding Judge actually serves as expected, the Alternate Judge shall be one of such clerks.

SECTION 3: Compensation for Services at Polling Place: The presiding judge, alternate judge, and each election clerk appointed by the presiding judge shall be Compensated for services rendered, as follows:

Presiding Judge	\$12.00 per hour
Alternate Judge	\$11.00 per hour
Election Clerk	\$10.00 per hour

A judge or clerk may not be paid for more than one hour of work before the polls open. In a precinct in which voting machines are used, a judge or clerk may not be paid for more than two hours of work after the time for closing the polls or after the last voter has voted, whichever is later.

SECTION 4: Compensation for Delivering Election Records and Supplies:
The election judge or clerk who delivers the precinct election records, keys to ballot boxes or other election equipment, and unused election supplies after an election is entitled to compensation for that service in an amount not to exceed \$25.00. If more than one election officer delivers the records, keys, and unused supplies, the presiding judge is entitled to compensation for that service in an amount not to exceed \$25.00. If more than one election officer delivers the records, keys, and unused supplies, the presiding judge shall determine how the amount fixed for the services is to be allocated among the officers.

SECTION 5: Early Voting Ballot Board Created: An early voting ballot board shall hereby be created to process early voting results from the territory served by the early voting clerk.

SECTION 6: Composition of Early Voting Ballot Board: The early voting ballot board consists of a presiding judge and two other members. The presiding judge of the ballot board shall be _____. The presiding judge shall appoint the two (2) other members to serve on the early voting ballot board.

SECTION 7: Eligibility for Board Membership: To be eligible for appointment to the early voting ballot board, a person must meet the requirements for eligibility for service as a presiding election judge, except that the appointee must be a qualified voter of the territory served by the early voting clerk and is not required to be a qualified voter of any other particular territory.

SECTION 8: Compensation of Early Voting Ballot Board Members: Members of the early voting ballot board shall be compensated at the same hourly rate as the presiding judge for the Election, for the hours actually worked, but not less than an amount equal to 10 hours work. A member of this board who also serves as a judge or clerk in the Election shall not be entitled to additional compensation for services in this board.

SECTION 9: Declaring an Emergency Clause: The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that 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. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 17th day of March, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA ITEM REQUEST

MEETING DATE: 3-17-15

INITIATED BY: Roy Garcia DEPARTMENT: Public Works

AGENDA ITEM: Consideration and action, if any, on Ordinance amending and superseding Ordinance No. O-2011-12 and O-2013-42. [Animal Control Services].

PARTY MAKING THE REQUEST: Public Works

NATURE OF THE REQUEST: Ordinance Amendment

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER:  DATE: 3-11-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION: Approval

ORDINANCE NO. 0-2015-___

AN ORDINANCE AMENDING AND SUPERSEDING ORDINANCE NO. 0-2011-12, NO. 0-2013-42 SECTION 18 OF THE CODE OF ORDINANCES; ADOPTING PROVISIONS RELATED TO UNLAWFUL TO HARBOR, FEED OR CARE FOR ANIMALS ON CITY PROPERTY; UNLAWFUL TO RAISE, KEEP, PEN OR HARBOR OF DOMESTICATED ANIMALS IN CITY LIMITS; PROHIBITING OF WILD ANIMALS IN CITY LIMITS; CITY'S PRESENCE ON PRIVATE PROPERTY; ANIMAL PERMIT APPLICATION AND FEES; DEFINITIONS; IMPLEMENTING FINES AND FEES; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE; PROPER NOTICE OF MEETING; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the community has over the years urged that the image of the City of Pharr and its citizenry be improved by focusing on problem solving and the diverse exchange of ideas;

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

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

WHEREAS, pursuant to the Texas Constitution, article XI, section 5, and Texas Local Government Code section 51.072, the City, as a home-rule municipality, has full power of local self government; and

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

TABLE OF CONTENTS

- Sec. 1. Definitions.**
- Sec. 2. Cats and dogs; license and vaccination required; fees; fee exemptions and discounts.**
- Sec. 3. Unvaccinated dogs or cats are a nuisance.**

Sec. 4. Unlawful to harbor, feed or care for animals on city property. Unlawful to raise, keep, pen or harbor of domesticated animals in city limits. Prohibiting of wild animals in city limits. City's presence on private property.

Sec. 5. Animal Permit Application and fees.

Sec. 5. Sale of pets; pet shop permit required; prohibitions; application; fees; inspections; requirements; revocation; exceptions.

Sec. 6. Animal Shelter.

Sec. 7. Dogs running at large (leash law).

Sec. 8. Tethering and confinement

Sec. 9. Barking dogs.

Sec. 10. Vicious animal declaration.

Sec. 11. Vicious animal declaration --notice and order.

Sec. 12. Vicious animal declaration --hearing.

Sec. 13. Requirements for keeping vicious animal.

Sec. 14. Violations --impoundment of animals.

Sec. 15. Impoundment for destruction.

Sec. 16. Notice of impoundment for destruction.

Sec. 17. Impoundment for destruction -hearing.

Sec. 18. Cruelty to animals prohibited.

Sec. 19. Pets riding in vehicles.

Sec. 20. Enforcement.

Sec. 21. Penalty for violation.

Sec. 22. Savings Clause.

Sec. 23. Severability Clause.

Sec. 24. Effective Date; Publication.

Sec. 25. Proper Notice and Meeting.

SECTION 1. DEFINITIONS.

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

Altered means spayed or neutered.

Animal Shelter means a facility that keeps or legally impounds stray, homeless abandoned, or unwanted animals.

Cat means either a male or female animal of the feline species, whether altered or not.

Designee means, with reference to animal control personnel of the Pharr Public Works Department, any person or entity authorized to exercise any authority assigned by administrative personnel under this Ordinance which may include any regional entity and any veterinarian.

Dog means either a male or female animal of the canine species, whether altered or not.

Feral animal means an animal that is wild, untamed, endangered, or has no ascertainable owner. It shall be reputedly presumed that a cat or dog not bearing a current license tag as required by Section 2(i) has no ascertainable owner and is a feral cat or dog.

Fowl means, any various bird widely domesticated (duck, goose, turkey, pheasant, chicken, turkey, etc.).

Intact means not spayed or neutered.

Kennel means any permanent or temporary enclosure erected for the purpose of confining a dog.

Livestock means, any widely domesticated animal (horse, cattle, pig, sheep, goat, etc.)

Owner means any person who owns an animal that is within the limits of the city.

Owner's premises means any lot, tract or parcel of land, whether or not under

common ownership, including all buildings thereon and appurtenances, which are owned or leased by an owner, as well as any vehicle, travel trailer, or motor home owned or leased by an owner.

Pet means any domestic animal kept for any reason other than utility.

Pet shop means any place where pets are sheltered, enclosed or grouped for wholesale or retail sale.

Run at large means to be free of physical restraint beyond the boundaries of the owner's premises. When controlled by a leash held by a competent person a dog or cat shall not be deemed to be running at large. Fixed length leashes shall not exceed 12 feet in length. Retractable leashes shall be lockable at 6 feet and shall not exceed 25 feet in total length. A dog or cat that is free of physical restraints within the confines of an animal park and in compliance with park regulations shall not be deemed to be running at large.

Stray is an animal running at large and without an ascertainable owner. It is a rebuttable presumption that a cat or dog without a current license tag as required by Section 2(i) has no ascertainable owner.

Wild Animal means, any animal from a natural, undomesticated state (lion, tiger, ape, bear, wolf, etc.)

SECTION 2. CATS AND DOGS; LICENSE AND VACCINATION REQUIRED; FEES; FEE EXEMPTIONS AND DISCOUNTS.

- (a) Owners of dogs or cats four (4) months of age or older are required to have each currently licensed as provided in this Ordinance.
- (b) No license shall be issued under this Ordinance unless the application is accompanied by a certificate from a veterinarian licensed to practice in any state or territory of the United States, showing that the animal for which the license is sought has a current rabies vaccine. Any licensed animal shall be issued a metallic tag, having stamped thereon the year of issuance and the number corresponding to the number on the certificate.
- (c) The initial license shall be valid for one year, upon the expiration of which, and provided a three-year licensed vaccine is administered, a three-year renewal license may be issued, the application must be accompanied by a certificate from a veterinarian licensed in Texas, showing that the animal received a booster within one year of receiving the first vaccination. Subsequently, renewal license applications must be accompanied by similar certificates showing that the vaccination against rabies is current. The renewal license shall be valid for up to three years but not beyond the currency of the animal's vaccination.

- (d) If adequate and sufficient proof is presented that a cat or dog entering into the City has current vaccinations, then may a license be issued with its term prorated.
- (e) Cat and dog licenses shall be issued by the animal control officer or designee upon compliance with the requirements of this Ordinance and payment of the required fees. The initial license fee for dogs and cats shall be \$10.00, and fees for subsequent 3-year renewal licenses shall be \$30.00. License fees may be collected, and the license certificate and metallic tag delivered to the pet owner by veterinarians administering the vaccines, provided they have registered with and been designated by an animal control officer, use the forms required by the animal control officer, and follow such regulations as may be established by the animal control officer regarding the collection and transmittal of such fees and the delivery of license certificates and tags. Designated veterinarians shall be entitled to a processing fee of \$1.00 per license issued.
 - (1) Law enforcement, assistance, and service dogs must comply with the vaccination and licensing requirements but shall be exempted from payment of the license fee.
 - (2) The fee for altered cats and dogs shall be one-half the regular fee if, at the time such fee is paid, proof is presented that the animal has been altered. Upon the filing of an application within 60 days of issuance of the license, with sufficient proof that the animal is altered, a pet owner who was unable at the time of issuance to prove the animal was altered shall be reimbursed one-half of the fees. A certificate issued by a veterinarian licensed in the State of Texas will be sufficient proof. An animal shall be reputably presumed to be intact if the owner does not provide adequate and sufficient proof that it has been altered.
- (f) Prior to the issuance of a cat or dog license, pet owners applying for the same other than through the vaccinating veterinarian must present a certificate from a veterinarian licensed in any state or territory of the United States showing the animal has been vaccinated for rabies in compliance with the requirements of this Ordinance, and must apply on such form as may be required by an animal control officer. The owner shall state their name, address, and telephone number along with the breed, color, age, name, and sex of the dog or cat to be licensed.
- (g) Upon payment of the license fee, if applicable, and compliance with vaccination and all other applicable requirements and conditions of this

Ordinance, a license certificate and a metallic tag shall be issued for the licensed animal.

- (h) The animal license tag issued shall not be transferable from one dog or cat to another and it shall be unlawful for the owner or person having control over or custody of any dog or cat to transfer such license tag from the dog or cat for which such tag was issued to any other dog or cat.
- (i) Every person having ownership of a dog or cat for which a license is required under this Ordinance must ensure that the license tag is worn by the animal at all times whenever it is outside its owner's premises.
- (j) Every dog and/or cat, and every dog and/or cat owner, temporarily in the city for a period of no more than 60 days, and which dog and/or cat has been vaccinated as required by the laws of the regular domicile of the dog and/or cat or its owner, shall be exempted from the license and tag requirements of this division; provided, that any such dog or cat shall at no time be permitted to run at large or to remain unattended and shall be free from disease. The burden of proof shall be upon any dog and/or cat owner charged with violation of this division to establish the fact that he has well and truly complied with the laws of his domicile or regular place of residence.
- (k) In any prosecution under this Ordinance it shall be reputably presumed that at the time of the alleged offense an animal was not currently vaccinated, and that no valid license had been issued for the animal, unless it was wearing a valid license tag issued pursuant to this section.

SECTION 3. UNVACCINATED DOGS OR CATS ARE A NUISANCE.

When not confined on the owner's premises, any dog or cat found in or within 5,000 feet of the City's corporate limits, except where such distance lies in an incorporated area of another city, that is found without a current tag issued as required in Section 2(b), shall be reputably presumed to be unvaccinated and is hereby declared to be a nuisance. An animal control officer or designee is hereby authorized pursuant to impound any such dog or cat. The owner shall be notified of the impoundment in a manner similar to that required by Section 15. Ownership of the animal may be reputably presumed in a manner similar to how it is provided in Section 1 O(b) Such animal may not be released unless its owner furnishes proof of vaccination and licensing or shall cause the animal to be vaccinated and licensed. If within days of service of notice to the animal's owner does not claim such animal and fully comply with the requirements of this division then the animal may be humanely disposed of in accordance with the procedures of the animal control officer or designee.

SECTION 4. UNLAWFUL TO HARBOR, FEED OR CARE FOR ANIMALS ON CITY PROPERTY. UNLAWFUL TO RAISE, KEEP, PEN OR HARBOR OF DOMESTICATED ANIMALS IN CITY LIMITS. PROHIBITING OF WILD ANIMALS IN CITY LIMITS. CITY'S PRESENCE ON PRIVATE PROPERTY

(a) It is unlawful for any unauthorized person to regularly or routinely harbor, feed, care for or provide any form of sustenance to an animal on city property or right-of-way.

(b) It shall be unlawful for any person to raise, keep, pen or harbor any domestic fowl, livestock, or feral animal, or other endangered species upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building, hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

(c) City prohibits any and all undomesticated wild animals in its limits; or otherwise as stated in Section 5 of this ordinance

(d) Unless entry is necessary for the enforcement of the provisions of this ordinance, city personnel will not be responsible for entrance upon private property for the removal or care of any animal, fowl, reptile, or insect including but not limited to bees.

SECTION 5. ANIMAL PERMIT APPLICATION; FEES

- (a) Animal permit application shall be obtained for the use of a pet shop, pet store, grooming shop, livestock, dangerous/vicious dog; Any and all permits shall be renewed annually
- (b) Animal permit application shall be obtained for *special events*- circus, rodeo, animal show, petting zoo, animal exhibit, dangerous wild animal, temporary zoo.
- (c) Animal permit applications for special events shall be submitted at least 20 days before permit is needed and is to be terminated immediately after event.
- (d) Animal permit fee shall be \$150.00 and permittee agrees to the inspections provided for in this section.

SECTION 5. SALE OF PETS; PET SHOP PERMIT REQUIRED; PROHIBITIONS; APPLICATION; FEES; INSPECTIONS; REQUIREMENTS; REVOCATION; EXCEPTIONS.

- (a) It shall be unlawful for any person to maintain or operate a pet shop without a permit. Application for a pet shop permit shall be on a form prescribed by the animal control officer or designee, provide such information as the animal control officer or designee shall require, and specify the number and type of animals to be maintained. It shall be unlawful to maintain more animals or types of animals than allowed by such permit.

- (b) It shall be unlawful to sell or to allow the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location. No pet shop permit shall be issued for the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location.
- (c) It shall be a condition of the issuance of pet shop permits that the permittee agrees to the inspections provided for in this section. The application fee shall be \$150. Pet shop permits shall be annually renewable.
- (d) Pet shop premises shall be inspected by an animal control officer or designee prior to the issuance of any permit, and the same shall be subject to random inspections as well as to inspections based on complaints.
- (e) Pet shops shall be kept and maintained in a clean manner, free from odors detectable at or near neighboring property.
- (f) Pet shops shall be constructed and maintained in accordance with this ordinance and all applicable state law regulating pet shops and/or the sale of pets, as the same may hereafter be amended from time to time.
- (g) Pet shop permits are subject to revocation by an animal control officer or designee, for failure to operate the same in accordance with this ordinance and all applicable state laws.
- (h) It shall be unlawful to transact a sale of any offspring of an owner's pet or other animal upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building, hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

SECTION 6. ANIMAL SHELTER; CITY OF PHARR

- (a) Animal shelter shall comply with the standards under the Health and Safety code Title 10. Health and Safety of Animals for:
 - 1. Housing and sanitation existing on September 1, 1982, and adopted under Chapter 826; and
 - 2. Animal control officer training adopted under Chapter 829
- (b) Animal shelter shall separate animals in its custody at all times by species, by sex (if known), and if the animals are not related to one another, by size.
- (c) Animal shelter may not confine healthy animals with sick, injured, or diseased

animals.

- (d) Each person who operates the animal shelter shall employ a veterinarian at least once a year to inspect the shelter to determine whether it complies with the requirements of Chapter 823 and 829 "Animal Shelters" of the Health and Safety Code.
- (e) Personnel operating the animal shelter shall keep records of the date and disposition of animals in its custody, and make the records available for inspection at reasonable times.
- (f) All stray or running at large live animals will be held for a period of 72 hours at city animal shelter before transferred to Palm Valley Animal Center.
- (g) Advisory Committee;
 - 1. The city shall appoint an advisory committee to assist in complying with the requirements of Chapter 823. Animal Shelters of the Health and Safety Code.
 - 2. Advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.
 - 3. The advisory committee shall meet at least three times a year.
- (h) An S.O.P.- Standard Operating Procedure shall be established in accordance with this section and administered all times while operating the animal shelter.
- (i) Associated fees for the shelter are as follows;
 - 1. Boarding/Feeding: \$20.00 daily
 - 2. Critical Care: (Veterinarian to charge city and city will charge owner).
 - 3. Quarantine Charge: \$150.00 (10 days)
 - 4. Rabies Vaccination: if no proof, \$50.00 deposit is required and returned with proof after discharge
 - 5. Flea Dip: \$15.00 per animal
 - 6. City License: Section 2 of this ordinance shall apply

SECTION 7. ANIMALS RUNNING AT LARGE (LEASH LAW); HYGIENE; PUBLIC AREAS AND EVENTS.

(a) It shall be unlawful to allow any animal, including but not limited to livestock, dogs, or cats, and fowl to run at large within the city. An animal control officer or designee is hereby granted the authority to pick up and cause to be impounded any animal found running at large in the city. The impoundment notice and hearing procedures of this Ordinance shall apply in the case of any such animal.

(b) The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public property, walks, recreation areas or the property of others.

(c) All owners at all times shall restrain their animals with a leash or within a building or adequate fence.

(d) It shall be unlawful for any person to take any animal, whether under a leash

or allowed to run at large, upon any city-owned or controlled park or recreational facility at any time during an organized event, athletic activity, or practice. The event, activity, or practice need not be sponsored or organized by the City for a violation to occur. At any other time in which an animal is not prohibited upon any city-owned or controlled park or recreational facility, it shall be unlawful for any person to take any animal upon any city owned or controlled park or recreational facility that proximately results in an unclean, unsafe, and/or filthy environment or condition.

(e) It shall be an affirmative defense to prosecution under Section 6(d) that the animal has been brought upon the premises of a park or recreational facility during the periods prohibited under this section as a legitimate accommodation of a person's handicap such that the same would be covered under the Americans with Disabilities Act.

SECTION 8. TETHERING AND CONFINEMENT.

(a) A dog may be tethered only in full compliance with the provisions of this section. No person shall tether a dog:

- (1) using any device that is directly attached to its neck, but instead via a tying device attached to a properly fitted collar or harness made of leather or nylon, and not of the choker type; this does not prohibit the proper use of choker collars in the training of dogs;
- (2) using a collar exceeding one and one-half (1 1/2) inches wide for any dog weighing less than sixty (60) pounds, or using a collar exceeding two (2) inches in width for dogs weighing sixty (60) pounds or more;
- (3) except by using a tying device at least ten (10) feet in length or five times the dog's length, whichever is longer, with a swivel device on the anchor and collar end to prevent tangling, and made of 3/16" links of a minimum grade 30 with a load limit of 800 pounds for dogs that weigh between 30 and 80 pounds, and X links of a minimum grade 30 with a load limit of 1,500 pounds for dogs that weigh from 80 pounds and up to 200 pounds;
- (4) using a device that weighs more than one-eighth (1/8) of the dog's body weight;
- (5) in any manner that allows it, or any part of the tying device by which it is tethered, to go into, upon or over any sidewalk, alley, street, or any property not belonging to the dog's owner;
- (6) to any lamppost, light pole, utility pole, awning post, tree, fence, hydrant, or shrubbery belonging to another person without the consent of the owner of the object to which the animal is to be tethered;
- (7) on its owner's property for more than four (4) hours per day, and only if it has access to water and shelter at all times is, and the owner or a duly authorized person that is familiar with dog handling, their habits and behavior is on the premises or within its view and a reasonable distance therefrom; or
- (8) anywhere other than its owner's property for more than ten (10)

minutes, and only if it is in a safe place and the owner, or a duly authorized person that is familiar with dog handling, their habits and behavior, is never out of sight of the dog or more than 50 feet away.

(b) Any confinement of a dog shall be secure, whether indoors or outdoors. If outdoors, the dog shall be confined in an enclosed and locked kennel. Kennels, whether indoors or outdoors, must be large enough for a dog to comfortably have shelter from the elements, provide at all times access to shade and water, allow a reasonable amount of space for movement, and a place to eliminate body waste. Kennels must have minimum dimensions of five feet by ten feet and must have secure sides and, if outdoors, a secure top attached to the sides in order to make it escape proof. If a concrete slab floor or patio block floor over sand is not provided for an outdoor kennel, the bottom must be wire fencing or similar material that is secured to the sides, and otherwise the sides must be embedded into the ground no less than two feet. All kennels must be adequately lighted and kept clean and sanitary. The dog shall be taken out of the kennel daily for training, playtime, exercise, and attention.

SECTION 9. ANIMAL NOISE LEVEL.

It shall be unlawful to keep any animal in the city which by loud, frequent or habitual barking or howling shall cause annoyance and/or disturb the peace and quiet of any person. Any such person who believes that there has been a violation of this section shall have the right, and it shall be his duty, to file a complaint against the owner or keeper of such dog in the Municipal Court of the city, whereupon a hearing within a reasonable time thereafter shall be held and a determination made as to whether such alleged loud, frequent or habitual barking annoyed and disturbed the peace of such person; and if so, the Court may thereupon declare such loud barking or howling dog to be a public nuisance and order such dog to be picked up, impounded and/or destroyed, or the owner to be fined as provided

SECTION 10. VICIOUS ANIMAL DECLARATION.

- (a) *Vicious animal* means any animal:
- (1) with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of human beings or domestic animals;
 - (2) which, without provocation, has attacked or injured a human being or domestic animal?
 - (3) owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting;
 - (4) which, without provocation, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack; or
 - (5) which has behaved in such a manner that the owner thereof knows or should reasonably know that the animal is possessed of tendencies to attack or to bite human beings or other animals.

- (b) If an animal control officer or designee has cause to believe that an animal is vicious as defined in subsection (a) hereof, the animal control officer or designee shall so find and declare that animal a vicious animal.
- (c) No animal may be declared vicious for injury or damage sustained by a person who was committing a willful trespass or other tort upon the premises of the animal's owner.
- (d) No animal may be declared vicious for injury or damage sustained by a person who was teasing, tormenting, abusing or assaulting the animal.

SECTION 11. VICIOUS ANIMAL DECLARATION—NOTICE AND ORDER.

- (a) Within five days of declaring an animal vicious, an animal control officer or designee shall notify the animal's owner in writing of the declaration by personal service. In the alternative, service may be by certified mail and by posting on the animal owner's property, in which case service shall be deemed completed upon mailing. The notice shall:
 - (1) identify the requirements and conditions for maintaining a vicious animal as set forth in Section 12;
 - (2) order the owner to immediately comply with the confinement and other requirements of that section; and
 - (3) advise of the owner's right to a hearing under Section 11.
- (b) If the animal owner's identity cannot otherwise reasonably be ascertained, it shall be reputedly presumed that its owner is the owner of the property where it was located. In the case of stray animals an attempt to notify the owner is not necessary. If within five days of service of the notice and order there is failure to comply with the requirements and conditions for maintaining a vicious animal, an animal control officer or designee may order the impoundment and destruction of the animal, pursuant to Section 14, and if applicable, comply with the notice and hearing requirements of Section 15 and Section 16.

SECTION 12. VICIOUS ANIMAL DECLARATION—HEARING.

- (a) The owner of an animal declared vicious shall have the right, within five days after service of the notice under Section 10, to personally serve upon the animal control officer, designee, or an employee of the Pharr Public Works Department written request for a hearing to contest the vicious animal declaration. The animal control officer or designee shall immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.

- (b) The hearing under this section shall be before a Municipal Judge of the City and shall be formal, and strict rules of evidence shall apply. The owner may be represented by counsel, present oral and written evidence, and cross examine witnesses.
- (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.
- (d) The Municipal Judge may uphold the vicious animal declaration, in which event the owner shall comply with all of the requirements and conditions for keeping a vicious animal as set forth in Section 12 or may unconditionally release the animal to its owner.
- (e) The decision of the Municipal Judge on the vicious animal declaration shall be final.

SECTION 13. REQUIREMENTS FOR KEEPING VICIOUS ANIMAL.

The owner of a vicious animal shall be subject to the following requirements:

- (a) **Confinement.** All vicious animals shall be securely confined upon the premises of the owner indoors or outdoors in an enclosed and locked kennel. Confinement shall comply with the provisions of Section 7(b).
- (b) **Leash and muzzle.** The owner of a vicious animal shall not allow the animal to go outside its kennel unless the animal is muzzled, restrained by a chain or leash not more than four feet in length, and under the physical control of a person. The muzzle must not cause injury to the animal or interfere with its vision or respiration, but must prevent the animal from biting any human or animal.
- (c) **Signs.** The owner of a vicious animal shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious animal on the premises. The sign lettering must be at least two inches high. The owner shall also display either separately or in conjunction with the warning sign, a pictorial, symbolic or illustrative sign that conveys to children and those who do not read the idea of the presence of a vicious animal. Similar signs shall be posted on the animal's kennel, if any, in such a manner as to be clearly visible.
- (d) **Insurance.** The owner of a vicious animal must provide proof to an animal control officer or designee that the owner has procured public liability insurance of at least \$100,000.00, insuring the owner for any damage or personal injury which may be caused by such owner's vicious animal.

SECTION 14. VIOLATIONS—IMPOUNDMENT OF ANIMALS.

- (a) It shall be the duty of an animal control officer or designee, and in compliance with any procedural requirements in Ordinance, to seize and deliver to the designated animal center any and all animals, including livestock, poultry or fowl, dogs or cats, found in violation of the provisions of this Ordinance.
- (b) Subject to any limitation or requirement in this Ordinance to the contrary, and provided an animal control officer consents, the owner of any animal impounded under the provisions of this Ordinance may claim such animal after paying any applicable impoundment fee to the designated animal center and otherwise following their rules and regulations.
- (c) No impounded cat or dog shall be released unless proof is presented that the animal is in compliance with this Ordinance vaccination and licensing requirements.
- (d) Whenever an owner has had two prior impoundments of any animal it shall be a condition of the release of any subsequently impounded animal owned by that person that such animals shall be altered.

SECTION 15. IMPOUNDMENT FOR DESTRUCTION.

- (a) An animal control officer or designee may order the impoundment for destruction of an animal only when the animal:
 - (1) has attacked, bitten or injured a human being or domestic animal and the circumstances indicate that there is a probability of additional similar conduct by such animal,
 - (2) has been declared a vicious animal pursuant to Section 8 and, if applicable, Section 11, and the owner, if any is ascertainable, has failed to comply with the requirements and conditions for keeping a vicious animal as defined provided in Section 12, or
 - (3) poses a threat of serious harm to the public health or safety.
- (b) Any animal impounded for destruction under the provisions of this section may be claimed by its owner only with an order issued by the Municipal Court after a hearing pursuant to Section 16, and in compliance with any conditions of such an order.

SECTION 16. NOTICE OF IMPOUNDMENT FOR DESTRUCTION.

Within two days of any impoundment for destruction under this Ordinance, an animal control officer or designee shall notify the animal's owner in writing of the impoundment, by personal service acknowledged in writing by the owner or certified by the server. In the alternative, service may be by certified mail and by posting on the animal owner's property. The notice shall advise of the owner's right to a hearing under Section 16. Service of notice shall be deemed completed upon mailing. Ownership of the animal may be presumed in a manner similar to how it is provided in Section 10(b). In the case of

stray animals an attempt to notify the owner is not necessary.

SECTION 17. IMPOUNDMENT FOR DESTRUCTION—HEARING.

- (a) The owner of an animal impounded for destruction shall have the right, within five days after service of the notice under Section 15, to personally serve upon an animal control officer, designee, or any police officer a written request for a hearing to contest the impoundment. An animal control officer or designee shall immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.
- (b) The impoundment hearing shall be informal, and strict rules of evidence shall not apply. The owner may be represented by counsel, present oral and written evidence and cross examine witnesses.
- (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.
- (d) After considering all of the relevant evidence, the Municipal Judge may order the destruction of the impounded animal or may release the animal to its owner, conditional on the owner complying with the requirements for keeping a vicious animal as set forth in Section 12 and/or complying with any other requirements necessary to protect the public health or safety, or may unconditionally release the animal to its owner. The Municipal Judge may in any event make the animal's release conditional upon the owner's payment to the designated animal center of the costs of impoundment and boarding.
- (e) If after proper notice the owner of an animal impounded under this Ordinance fails to appear at a hearing or fails to request a hearing, the animal may be destroyed.

SECTION 18. CRUELTY TO ANIMALS PROHIBITED.

- (a) It is unlawful for anyone to beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- (b) It is unlawful for anyone to breed or train an animal for fighting with any other animal.
- (c) Failure to provide acceptable standards of housing and care constitutes animal cruelty.
- (d) It is unlawful for anyone to intentionally or knowingly leave a pet in a motor vehicle for longer than five minutes, knowing that the animal is not attended by an individual in the vehicle who is 14 years of age or older.
- (e) This section is not intended to contravene the provisions for animal cruelty contained in the Texas Penal Code.
- (f) It shall be unlawful to raise, keep or pen any livestock or any type of reptiles upon any premises within the city.

SECTION 19. PETS RIDING IN MOTOR VEHICLES.

It is unlawful to have any pet ride in a motor vehicle, except if it is humanely confined in an enclosed carrier, or the entire vehicle's doors are closed and all windows are raised, or it is securely tethered in a way which humanely precludes their ability to jump off or fall from the vehicle.

SECTION 20. ENFORCEMENT.

(a) An animal control officer or designee is hereby granted the authority and it shall be their duty to carry out the functions of, and to enforce the provisions of this Ordinance.

(b) Should any person or business commit a nuisance, or allowed the commission of any act or condition that creates a nuisance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate and remove a nuisance. These actions may 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, and any and all other relief as may be necessary.

SECTION 21. PENALTY FOR VIOLATION.

(a) 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.

(b) Any person found guilty of the violation of any provision of this Ordinance shall be punished as follows:

First violation involving an altered animal	\$ 50.00
First violation involving an intact animal	\$100.00
Second violation involving an altered animal	\$100.00
Second violation involving an intact animal	\$200.00
Violations after second involving an altered animal	\$200.00
Violations after second involving an intact animal	\$400.00

(b) In addition to the fine specified in subsection (a) hereof, the Municipal Court shall sentence owners, at their own cost, to complete a Responsible Owner Course every time they are found guilty after a first violation.

(c) In the event the Municipal Judge allows community service in lieu of or in addition to the imposition of a fine, whenever possible such community service shall be served at an animal shelter or similar institution.

(d) Prior to sentencing in the case the owner of an intact animal is found guilty of or pleads no contest to a violation of a provision in this Ordinance, if the defendant represents that the animal will be altered, the Municipal Court may

reset the sentencing, but only once and for no more than 60 days, for the purpose of allowing the defendant to present sufficient proof that the animal was altered after the finding of guilt or entry of the plea of no contest. Upon presentation of such proof the fines imposed pursuant to this section shall be reduced by one-half.

SECTION 22: SAVINGS CLAUSE.

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

SECTION 23: SEVERABILITY CLAUSE.

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

SECTION 24: EFFECTIVE DATE; PUBLICATION.

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

SECTION 25: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 15th DAY OF FEBRUARY, 2011.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 1st DAY OF MARCH, 2011. CITY OF PHARR

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 5TH DAY OF APRIL, 2011. CITY OF PHARR

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA ITEM REQUEST

MEETING DATE: 3/17/15

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

AGENDA ITEM: Approval of Budget Amendment-HUB Phestival City activity

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Approval

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET:

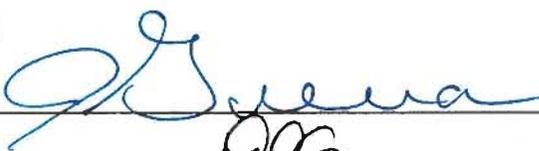
ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: Juan G. Guerra DATE: 3/6/15

APPROVAL:

DEPT. HEAD:  DATE: 3/10/15

ASSISTANT CITY MANAGER:  DATE: 3/11/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Approval of budget amendment to account for HUB Phestival activity in the City

ORDINANCE NO: O-2015-_____

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

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

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

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

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

SECTION 2: That the increase in revenues of \$75,000 and the increase of expenditures of \$575,800 is hereby appropriated out of expenditures and increased in revenues of the general fund. The details and purpose is included in the attached documents.

SECTION 3: That the reallocation of revenues of \$75,000 is hereby reallocated in the events center fund. The details and purpose is included in the attached documents.

SECTION 4: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

SECTION 5: Repealing Clause

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

SECTION 6: Severability Clause

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

SECTION 7: Publication Effective Date

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of March, 2015.

CITY OF PHARR

Leopoldo "Polo" Palacios, Mayor

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR, TEXAS
 BUDGET YEAR 14/15 - BUDGET AMENDMENT #2
 DETAILED AMENDMENT ACTIVITY
 MARCH 2015

FUND	DEPT	ACCOUNT	ACCOUNT NAME	DR	CR	Description
GENERAL FUND						
REVENUES:						
01	4	4334	Pharr Civic Center		\$ 75,000	Funds are still General Fund revenues, this is correct Bud Amend #1
				Total Revenues	\$ 75,000	
EXPENDITURES:						
Admin Dept:						
01	510	5506	City Elections	\$ 30,000		City had a special election in November and will hold another in April/May
Finance Dept:						
01	511	8806	System Improvements	\$ 5,000		Kronos related improvements
Fire Dept:						
01	515	3301	Maintenance & Repairs	\$ 10,000		Increase required due to current fleet requirements
PAL Dept:						
01	516	1100	Salaries	\$ 106,000		To supplement PAL salaries due to increase in team/sports activities
01	516	1105	FICA	\$ 7,400		To supplement PAL salaries due to increase in team/sports activities
01	516	1106	Hospital Insurance	\$ 2,000		To supplement PAL salaries due to increase in team/sports activities
01	516	1107	Annual W/C Ins	\$ 12,000		To supplement PAL salaries due to increase in team/sports activities
01	516	1108	TEC Taxes	\$ 2,700		To supplement PAL salaries due to increase in team/sports activities
01	516	1113	Emp Med Exam	\$ 500		To supplement PAL salaries due to increase in team/sports activities
01	516	1122	EAP-Assistance Program	\$ 200		To supplement PAL salaries due to increase in team/sports activities
Public Works Dept:						
01	517	5509	Street Materials	\$ 90,000		To increase road improvement materials needed due to operations

IT Dept:					
01	518	1104	Overtime	\$ 8,000	
01	518	2208	Other Operating Supplies	\$ 10,000	
01	518	3301	Maintenance	\$ 12,000	
Library Dept:					
01	520	8812	Books	\$ 75,000	To provide funds for book inventory
Non-Departmental:					
01	530	9902	Land	\$ 110,000	<-non-cash Reclassify funds from Pre-Payment asset, to expenditure. Non-cash transaction
01	530	9938	City Festival's Contribution	\$ 20,000	To assist with Veteran's Day & Christmas Parade activities
01	530	9980-65	Transfer Out - Events Center	\$ 75,000	To balance Events Center Fund
Total Expenditures				\$ 575,800	

NET EFFECT ON GENERAL FUND: INCREASE (REVENUES)/EXPENDITURES \$ 500,800

EVENTS CENTER FUND					
REVENUES:					
65	4	4xxx	Pharr Civic Center	\$ (75,000)	Funds are still General Fund revenues, this is correct Bud Amend #1
65	4	4883-01	Transfer In - General Fund	\$ 75,000	To balance Events Center Fund
Total Revenues				\$ -	

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

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

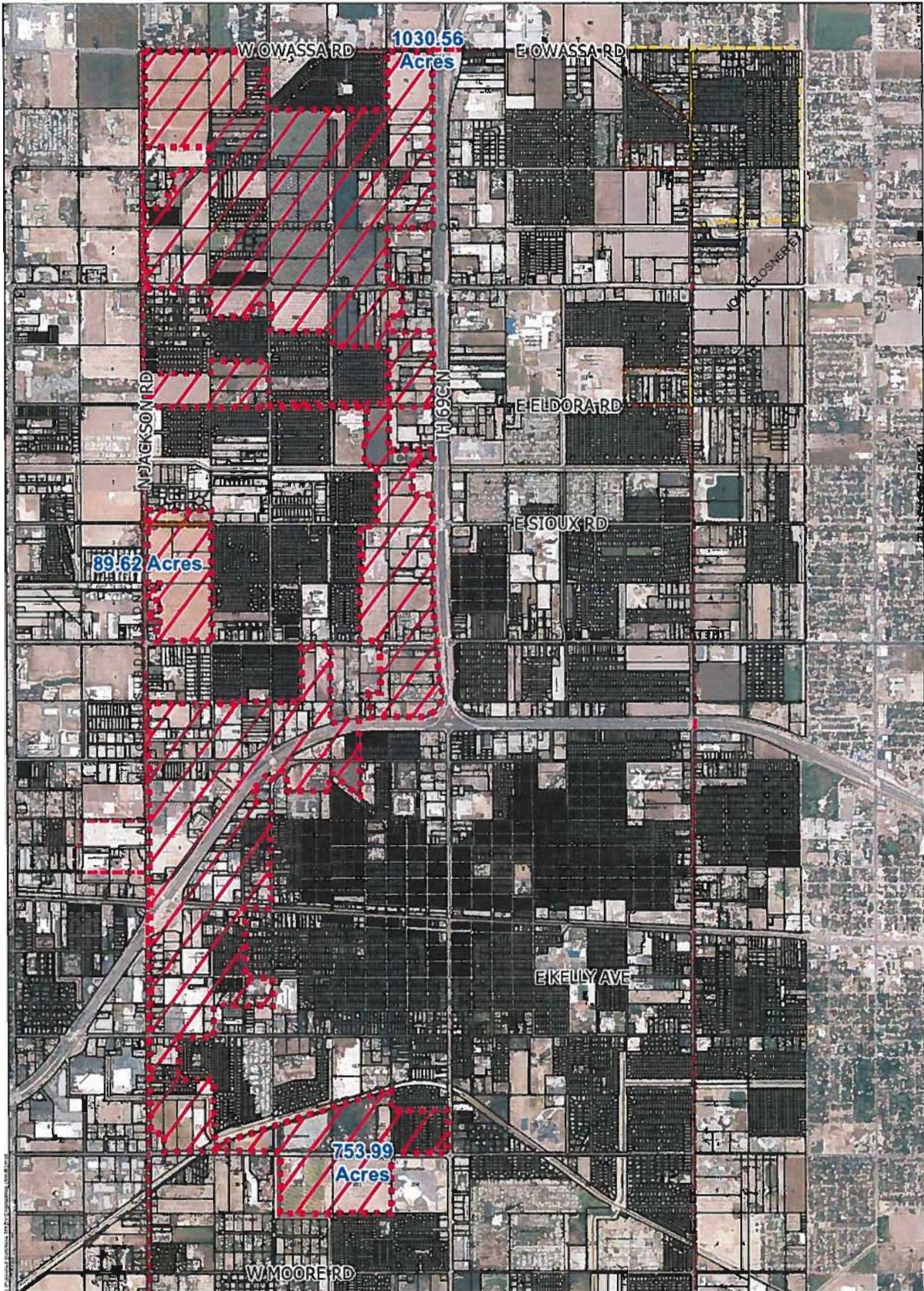
PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

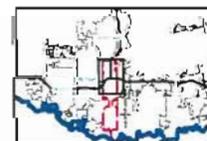


Legend

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

All information contained herein is the property of Pharr, Texas. It is to be used only for the purposes for which it was prepared and is not to be used for any other purpose without the express written consent of Pharr, Texas. The City of Pharr, Texas Engineering Department 958.402.A22.21

Scale: 1 inch = 2,000 feet





AGENDA ITEM REQUEST

MEETING DATE: 3/17/14

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: The creation of a Neighborhood Empowerment Zone / Business Improvement District (NEZ/BID) #2 to cultivate and develop targeted areas in the City of Pharr.

PARTY MAKING THE REQUEST: Development Services Staff

NATURE OF THE REQUEST: Resolution Adoption

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

APPROVAL:

DEPT. HEAD: 

DATE: 3-12-15

ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: 

DATE: 3/12/15

STAFF RECOMMENDATION: Staff recommends approval of the ordinance for a period of two (2) years.

RESOLUTION R-2015-___

A RESOLUTION OF THE CITY OF PHARR, TEXAS DESIGNATING A CERTAIN AREA OF THE CITY AS NEIGHBORHOOD EMPOWERMENT ZONE/BUSINESS IMPROVEMENT DISTRICT (NEZ/BID) #2 PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 378; AND PROVIDING LOCAL INCENTIVES

WHEREAS, the City of Pharr recognizes geographic area(s) as a symbol of community pride and quality of life, factors that help create a positive environment to encourage private investment and reinvestment of sustainable neighborhoods and businesses in the City; and

WHEREAS, the City Commission of the City of Pharr desires to see redevelopment and revitalization of targeted areas of the City; and

WHEREAS, the creation of affordable housing, coupled with economic development, and the increase in social services, education, and public safety are also high priority issues for the City; and

WHEREAS, the City has investigated different economic development tools used in other municipalities, and determined that Neighborhood Empowerment Zones have been used effectively and with positive results in other communities facing the same economic challenges facing the City of Pharr; and

WHEREAS, the State of Texas, through the Neighborhood Empowerment Zone program, as codified in Section 378 of the Texas Local Government Code, has provided municipalities a framework and authorization to provide certain incentives to both residential and commercial property owners, with the goal of achieving redevelopment of targeted areas by creation of a Neighborhood Empowerment Zone; and

WHEREAS, the City of Pharr, pursuant to Section 378.003, makes the necessary findings that the City and area within Pharr NEZ/BID #2 (see exhibit "A") will benefit the area, and serve the public purpose of increasing public health, safety and welfare of persons in the municipality; and

WHEREAS, the creation of NEZ/BID #2 by the City Commission does satisfy the requirements set forth in Section 378.002; and

WHEREAS, the City Commission also supports the attached guidelines, which set the general framework for how the NEZ/BID #2 will incentivize development and redevelopment within the boundary of the Zone.

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

SECTION 1. The City Commission further resolves that the Department of Development Services and the Pharr Economic Development Corporation II will be the departments responsible for the program, and authorizes those Departments to prepare and all applications and administrative procedures necessary for implementation of the program.

SECTION 2. The City Commission further resolves that the attached guidelines will serve as the framework for the implementation of the program.

SECTION 3. The City Commission further resolves that this program and will conclude at the end of business day two years and 1 day after adoption.

SECTION 4. That the Exhibit "A" NEZ/BID #2 attached to and made part of Ordinance No. 2015-__, to specifically include the following designated area:

Legal Description: A 10.92 AC GR Tract of Land out of Lot 40, LR BELL Subdivision

Physical Location: 101 N Veteran's Blvd.

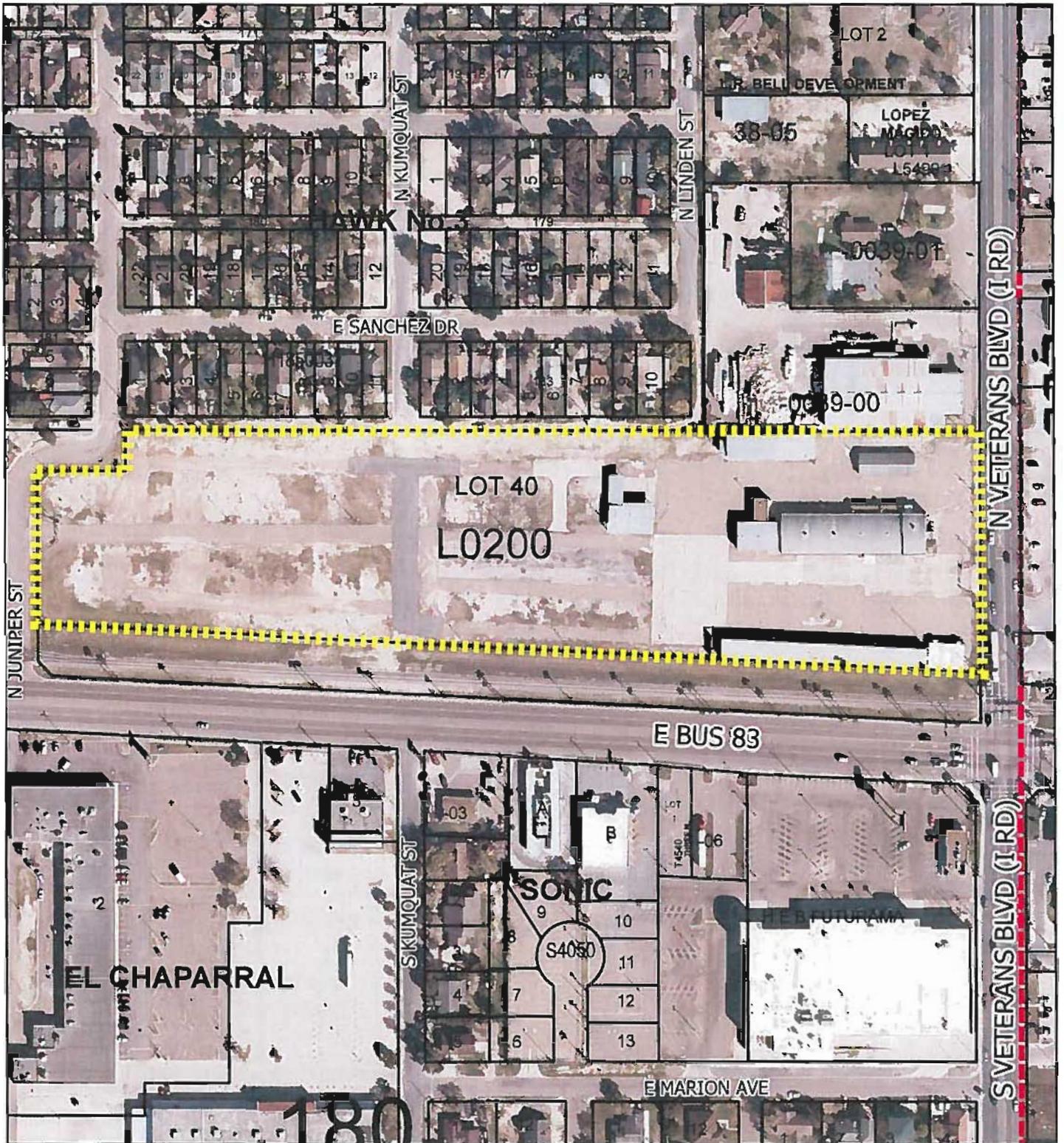
PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of March 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

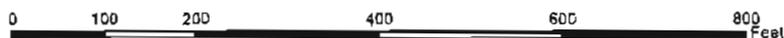


All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 inch = 200 feet





AGENDA ITEM REQUEST

MEETING DATE: 3/17/14

INITIATED BY: Edward Wylle DEPARTMENT: Development Services

AGENDA ITEM: An ordinance creating guidelines and Incentives for the Neighborhood Empowerment Zone / Business Improvement District (NEZ/BID) #2

PARTY MAKING THE REQUEST: Development Services Staff

NATURE OF THE REQUEST: Ordinance Adoption

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

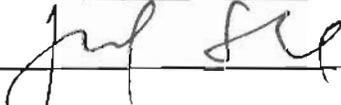
LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD:  DATE: ~~3-10-15~~ 3-10-15

ASSISTANT CITY MANAGER: _____ DATE: _____

CITY MANAGER:  DATE: 3/12/15

STAFF RECOMMENDATION: Staff recommends approval of the ordinance for a period of two (2) years.

ORDINANCE NO. O-2015-__

AN ORDINANCE CREATING A REBATE POLICY AND BASIC INCENTIVES FOR "NEIGHBORHOOD EMPOWERMENT DISTRICT/BUSINESS IMPROVEMENT DISTRICT #2"; STATING A PURPOSE; DEFINITIONS; PERMIT FEE REBATES; PROCEDURAL STEPS; AND INELIGIBLE PROJECT; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Pharr recognizes geographic area(s) as a symbol of community pride and quality of life, factors that help create a positive environment to encourage private investment and reinvestment of sustainable neighborhoods and businesses in the City; and

WHEREAS, the City Commission of the City of Pharr desires to see redevelopment and revitalization of targeted areas of the City; and

WHEREAS, the creation of affordable housing, coupled with economic development, and the increase in social services, education, and public safety are also high priority issues for the City; and

WHEREAS, the City has investigated different economic development tools used in other municipalities, and determined that Neighborhood Empowerment Zones have been used effectively and with positive results in other communities facing the same economic challenges facing the City of Pharr; and

WHEREAS, the State of Texas, through the Neighborhood Empowerment Zone program, as codified in Section 378 of the Texas Local Government Code, has provided municipalities a framework and authorization to provide certain incentives to both residential and commercial property owners, with the goal of achieving redevelopment of targeted areas by creation of a Neighborhood Empowerment Zone; and

WHEREAS, the City of Pharr, pursuant to Section 378.003, makes the necessary findings that the City and area within Pharr NEZ/BID #2 (see exhibit "A") will benefit the area, and serve the public purpose of increasing public health, safety and welfare of persons in the municipality; and

WHEREAS, the creation of NEZ/BID #2 by the City Commission does satisfy the requirements set forth in Section 378.002; and

WHEREAS, the City Commission also supports the attached guidelines, which set the general framework for how the NEZ/BID #2 will incentivize development and redevelopment within the boundary of the Zone.

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

SECTION 1. The City Commission further resolves that the Department of Development Services and the Pharr Economic Development Corporation II will be the Departments responsible for the program, and authorizes those Departments to prepare and all applications and administrative procedures necessary for implementation of the program.

SECTION 2. The City Commission further resolves that the attached guidelines will serve as the framework for the implementation of the program.

SECTION 3. The City Commission further resolves that this ordinance will cease to exist at the end of business day two years and 1 day after adoption.

SECTION 4. That the Exhibit "A" NEZ/BID #2 attached to and made part of Ordinance No. 2015-_____ to specifically include the following designated area:

LEGAL DESCRIPTION: A 10.92 AC GR TRACT OF LAND OUT OF LOT 40, LR BELL SUBDIVISION

PHYSICAL LOCATION: 101 N VETERAN'S BLVD.

**CITY OF PHARR
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TAX REBATE POLICY AND
BASIC INCENTIVES**

I. GENERAL PURPOSE AND OBJECTIVES

Chapter 378 of the Texas Local Government Code allows a municipality to create a Neighborhood Empowerment Zone/Business Improvement District (NEZ/BID) #2 when a municipality determines that the creation of the zone would promote:

1. the creation of affordable housing in the zone;
2. an increase in economic development in the zone;
3. an increase in the quality of social services, education, or public safety provided to residents of the zone; or
4. the rehabilitation of affordable housing in the zone.

The City, by adopting the following NEZ Rebate Policy and Basic Incentives, will promote rehabilitation of single family homes, multi-unit housing and/or economic development in Neighborhood Empowerment Zone/Business Improvement District #2. For each NEZ/BID, the City Commission may approve additional terms and incentives as permitted by Chapter 378 of the Texas Local Government Code or by City Commission resolution. However, any rebate awarded before the expiration of a NEZ/BID shall carry its full term according to its rebate agreement approved by the City Commission.

II. DEFINITIONS

"Affordable Housing" means affordable to persons earning less than 80% Area Median Family Income (AMFI) as defined by U.S. Department of Housing and Urban Development (HUD) for single family housing and under 60% Average Mean Family Income (AMFI) as defined by HUD for rental and multi-family.

"Base Value" is the value of the real property, excluding land, as determined by the Hidalgo County Appraisal District, as of January 1 prior to the execution of the contract.

"Building Code" the City of Pharr adopted code pursuant to the International Building Code.

"Capital Investment" includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment does NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies and inventory).

"City of Pharr Rebate Policy Statement" means the policy adopted by the Pharr City Commission and Pharr Economic Development Corporation II.

"Commercial Development Project" is a development project which proposes to construct or rehabilitate commercial facilities on property that is (or meets the requirements to be) zoned commercial or mixed use as defined by the City of Pharr Zoning Ordinance. The building must be enclosed with a concrete slab, walls, roof, and windows.

"Eligible Rehabilitation" includes only physical improvements to real property. Eligible Rehabilitation does NOT include personal property (such as furniture, appliances, equipment, and/or supplies).

"Energy Star Program" an international standard for energy efficient consumer products originated in the United States of America.

"Gross Floor Area" is measured by taking the outside dimensions of the building at each floor level, except that portion of the basement used only for utilities or storage.

"Mixed-Use Development Project" is a development project which proposes to construct or rehabilitate mixed-use facilities in which residential uses constitute 20 percent or more of the total gross floor area, and office, eating and entertainment, and/or retail sales and service uses constitute 10 percent or more of the total gross floor area and is on property that is (or meets the requirements to be) zoned for mixed-use as described by the City of Pharr Zoning Ordinance.

"Multi-Family Development Project" is a development project which proposes to construct or rehabilitate multi-family residential living units on property that is (or meets the requirements to be) zoned multifamily or mixed use as defined by the City of Pharr Zoning Ordinance.

"New Construction" is a newly constructed improvement requiring a permanent foundation, walls, roof and windows. This excludes accessory structures such as sheds and incidental or secondary use buildings.

"Primary Residence" is the residence that has a Homestead Exemption on file with Hidalgo County Appraisal District.

"Project" means a "Residential Project"; "Commercial Development Project"; "Mixed-Use Development Project"; or a "Multi-Family Development Project."

III. PERMIT FEE REBATES

A. ELIGIBLE RECIPIENTS/PROPERTIES

1. For NEZ applicants, the following fee rebates or partial fee rebates including, but not limited to, are reviewed and may be granted on a case-by-case-basis.
 - a. Building Permit fees
 - b. Permit Review fees
 - c. Plan Review fees
 - d. Plumbing fees
 - e. Electrical fees
 - f. Mechanical fees
 - g. Fire fees
 - h. Right-of-way (curb and street cut) fees
 - i. Floodplain fees
 - j. Water permit fees
 - k. Sprinkler System permit fees
 - l. Plat application fees
 - m. Demolition fees
 - n. Zoning application fees
 - o. Parkland fees
 - p. Health Permit fees
 - q. Certificate of Occupancy fees
 - r. Subdivision fees
 - s. Demolition fees
 - t. Sign Permit fees

IV. PROCEDURAL STEPS

A. APPLICATION AND REVIEW OF SUBMISSION FOR ALL PERMIT FEE REBATES

1. The non-refundable application fee for NEZ/BID incentives and/or rebates is \$20.00.
2. The applicant for NEZ/BID incentives must complete and submit a City of Pharr's "Application for NEZ Incentives" and pay the appropriate application fee to the Department of Development Services, as applicable.
3. NEZ benefits will continue for certified projects as stated in the agreement.
4. The Department of Development Services will review the application for accuracy and completeness. A complete application must include proof that the Project is located in a NEZ/BID;
5. Department of Development Services will evaluate a completed and certified application based on:
 - a. The project's increase in the value of the tax base.
 - b. Costs to the City (such as infrastructure participation, etc.).
 - c. Other items which the City and the applicant may negotiate.
6. If criteria and guidelines are met, the Department of Development Services will submit to the City Manager an approval of the agreement for consideration by the Pharr City Commission.

All applications shall go through administrative review and approval will be approved upon City Commission approval.

B. APPLICATION EXECUTION AND AGREEMENT

1. Once an applicant's eligibility is approved by Manager, the Department of Development Services will inform appropriate departments administering the incentives.

V. INELIGIBLE PROJECTS

For the project to be considered for NEZ Incentives, the project must comply with City of Pharr Zoning Ordinance. The following Projects or Businesses shall not be eligible for any incentives under the City of Pharr's Neighborhood Empowerment Zone (NEZ) Tax Abatement Policy and Basic Incentives:

1. Sexually Oriented Businesses
2. Non-residential mobile structures
3. Tattoo Parlors
4. Religious places of worship or Churches
5. Blood Banks
6. Drive-through businesses that serve alcohol
7. Check Cashing Stores
8. Taxi Services
9. Non-conforming uses

SECTION 5. SAVINGS CLAUSE

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

SECTION 6. SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 7. EFFECTIVE DATE; PUBLICATION

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

SECTION 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



AGENDA ITEM REQUEST

MEETING DATE: 3-17-2015

INITIATED BY: Javier Rodriguez DEPARTMENT: CDBG

AGENDA ITEM: Community Development Council Members Resolution

PARTY MAKING THE REQUEST: _____

NATURE OF THE REQUEST: _____

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

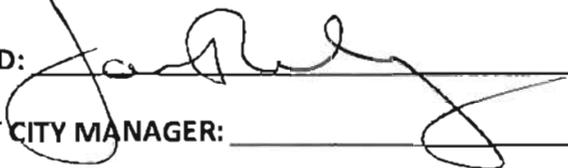
LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

APPROVAL:

DEPT. HEAD:  _____

DATE: 3/11/15

ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

STAFF RECOMMENDATION:

One (1) New Member CT-215. Five (5) members need to be Re-Appointed: Belia Garcia CT-217; Rafael Rivera-At Large; Hector Luna CT-217; Sally Saucedo CT-213; Lucio Gaitan CT214.

INTEROFFICE MEMORANDUM

TO: City Mayor and City Commissioners
THRU: Fred Sandoval, City Manager 
FROM: Javier Rodriguez, Director of CDBG 

DATE: March 11, 2015

**Subject: CDBG Agenda Item Appointing and Re-Appointing of
Community Development Council Members**

Please be advised that one (1) new member of the Community Development Council need to be appointed due to resignation, to replace:

Israel Cantu CT 215

and five (5) members to be re-appointed due to expiration of term:

Belia Garcia CT 217
Rafael Rivera At large
Hector Luna CT 217
Sally Saucedo CT 213
Lucio Gaitan CT 214

CITY OF PHARR

RESOLUTION

NO. _____

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

WHEREAS, to appoint one (1) new member: CT215; and

WHEREAS, to re-appointment of Five (5) members, Belia Garcia (CT214), Rafael Rivera, At Large, Hector Luna (CT217), Sally Saucedo (CT213), Lucio Gaitan (CT214), needs to be made at this time.

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

The following resident of the City of Pharr is hereby appointed member of the Community Development Council:

NAME	CENSUS TRACT	LENGTH OF TERM
1. _____	213	1 Year
2. _____	214	1 Year
3. _____	215	1 Year
4. _____	217	1 Year
5. _____	217	2 Years
6. _____	At Large	2 Years

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE 17th DAY OF MARCH, 2015.

CITY OF PHARR

ATTEST:

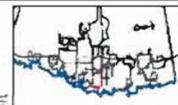
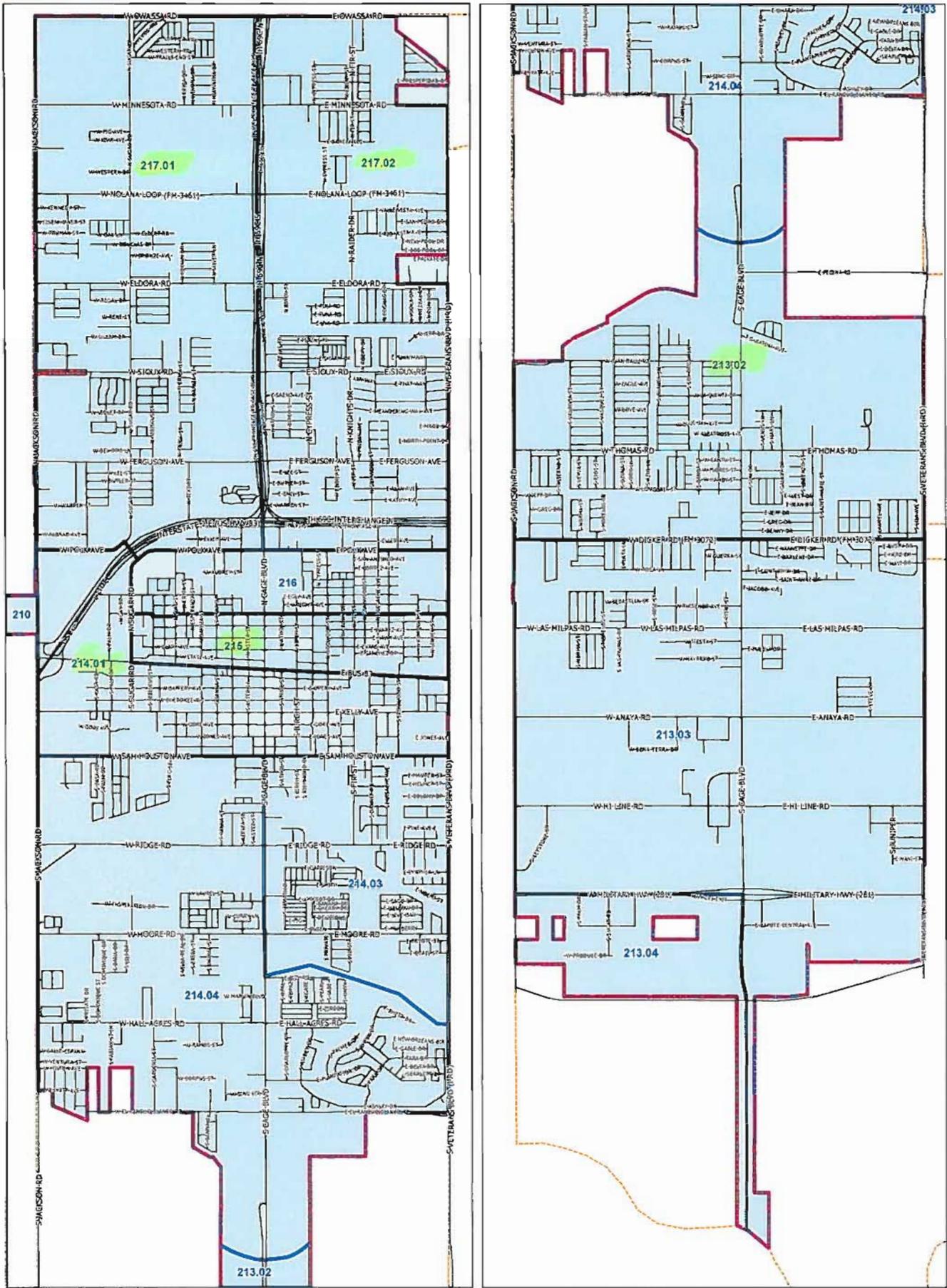
Leopoldo "Polo" Palacios Jr., Mayor

Hilda Pedraza, City Clerk

COMMUNITY DEVELOPMENT COUNCIL

APPOINTMENT SCHEDULE

	NAME	CENSUS TRACT	TERM	EXPIRATION DATE
1	Jose G. Rodriguez	213	3 Yrs	03-19-2016
2	Ruben Lopez	216	3 Yr	03-19-2016
3	Danny Smith	216	3 Yrs	03-19-2016
4	Ruben Solis	214	3 Yrs	03-19-2016
5	Rene Cantu	215	2 Yrs	06-05-2015
6	Belia Garcia	217	2 Yrs	03-19-2015
7	Rafael Rivera	At large	2 Yrs	03-19-2015
8	Israel Cantu <i>APP.</i>	215	1 Yr	03-19-2015
9	Hector Luna	217	1 Yr	03-19-2015
10	Sally Saucedo	213	1 Yr	03-19-2015
11	Lucio Gaitan	214	1 Yr	03-19-2015



WHEREAS, nature tourists annually represent 25% of Lower Rio Grande Valley tourism, spend \$307 million, generate economic output of \$463 million, pay more than \$10 million in local sales and hotel taxes, sustaining 6,613 full time jobs (Texas A&M University Study Economic Impact of Nature Tourism on the Rio Grande Valley 2011); and

WHEREAS, there is no signage on Valley Expressways directing tourists to Santa Ana N.W.R., making it difficult for thousands of people to locate the most diverse national wildlife refuge in the United States; and

WHEREAS, designating and identifying FM907 as Santa Ana National Wildlife Trail will benefit tourists and locals alike.

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

Hereby petitions the Legislature of the State of Texas to designate all of FM907 as Santa Ana Wildlife Refuge Trail, with appropriate signage along FM907 indicating same, and along Expressway 83, to aid tourists visiting the wildlife refuge and other nature tourist destinations in the Rio Grande Valley.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS On this the 17th day of March, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR., *MAYOR*

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA ITEM REQUEST

MEETING DATE: 3-17-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Resolution to negotiate and acquire for South Texas College

PARTY MAKING THE REQUEST: Development Services

NATURE OF THE REQUEST: Resolution Adoption

BUDGET:

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

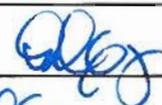
ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD:  DATE: 3-13-15

ASSISTANT CITY MANAGER:  DATE: 3-13-15

CITY MANAGER:  DATE: 3/13/15

STAFF RECOMMENDATION:

Staff is recommending approval of the resolution to have an alternate location and negotiation authority to acquire property for a South Texas College branch

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements and property in and about the City of Pharr in Hidalgo County, Texas;

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

A 39.65 ACRES TRACT OF LAND MORE FULLY DESCRIBED AS: KELLY PHARR TRACT S 20 AC - LOT 252 19.24 AC and KELLY PHARR TRACT NE PT OF 261 19.86 AC and KELLY PHARR TRACT NE 1/2AC OF 262 .45 AC, PHARR, HIDALGO COUNTY, TEXAS.

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically

described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

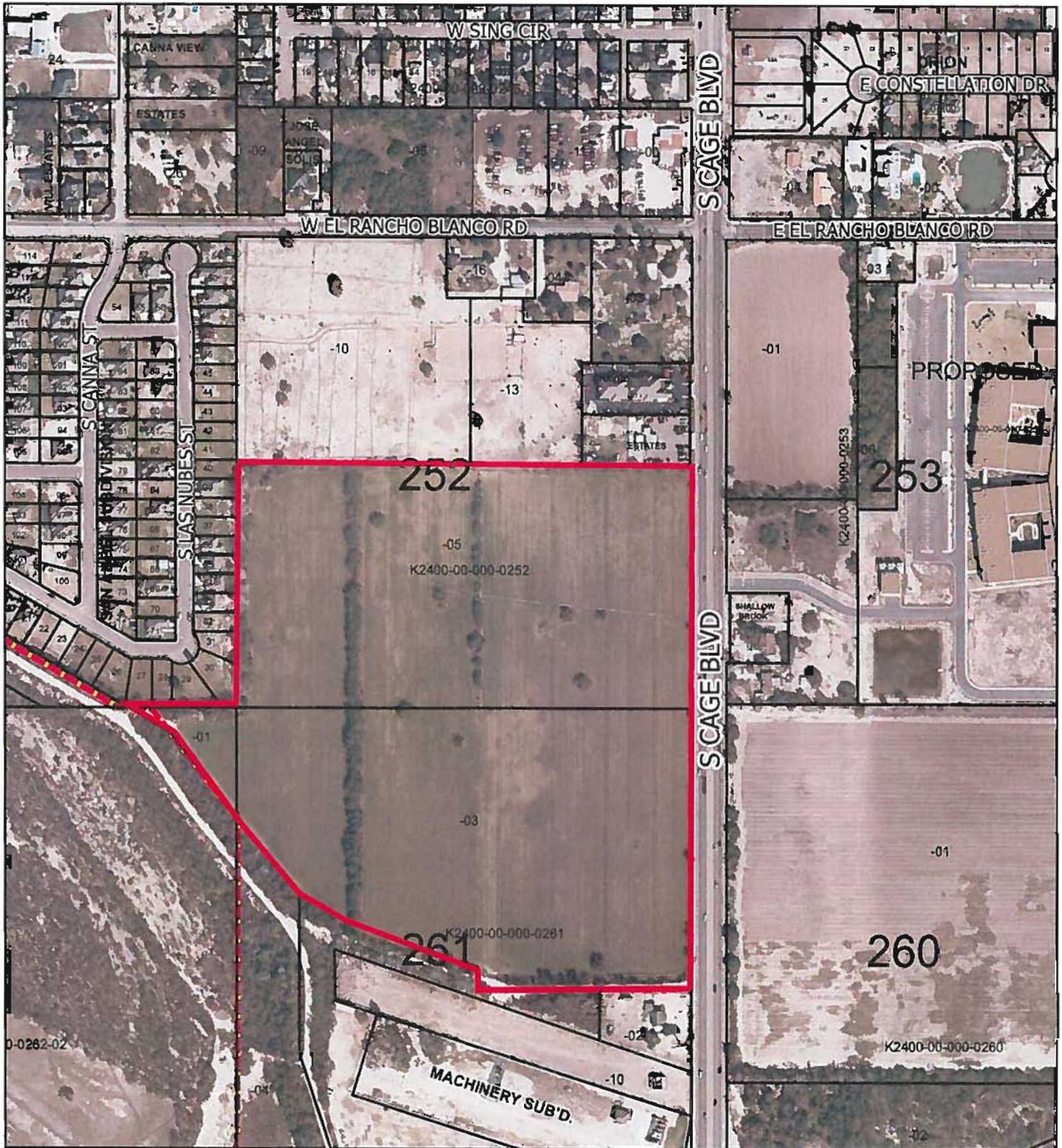
PASSED AND ADOPTED This ____ the day of _____, 20__

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK

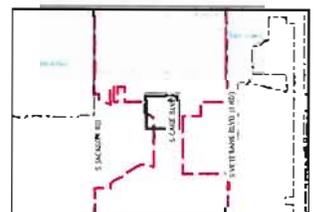


All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 inch = 379 feet



BID PROPOSAL

CITY OF PHARR
LOT 22, BLOCK 4, COLONIA DE AMIGOS
Bid No. 1415-01-510-0010

Tuesday, March 3, 2015 @ 2:00 pm

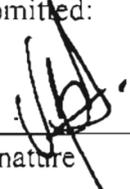
The City of Pharr reserves the right to accept or reject any or all bids, waive minor technicalities and to accept the bid the best and most advantageous to the City. Bid award will not be made at opening but after further study and consideration.

TOTAL AMOUNT OF BID: \$ 6,000⁼

TOTAL AMOUNT BID (Words):
Six 000 dls.

Date: 02-11-15

Submitted:


Signature

Innocente G. Valenzuela
Print Name

Title

Company

822 W. Juarez
Address



Pharr Police Officer's Association

"STRENGTH IN NUMBERS"

Arde - let's discuss this schedule

02/24/2015

Mr. Fred Sandoval
Pharr City Manager
118 S. Cage
Pharr, Texas 78577

REC'D _____
CC _____

FEB 24 2015

CITY OF PHARR
ADMINISTRATION
PHARR, TEXAS

Dear Mr. Sandoval,

Re: Notice of Intent to Collectively Bargain in 2015

Please consider this letter as notification by the Pharr Police Officers Association of its intent to bargain economic and non-economic issues for the fiscal year beginning October 1, 2015. This notification is submitted pursuant to the requirements of Chapter 174 of the Texas Local Government Code.

The Association is prepared to meet at your earliest convenience to trade proposals. Please contact me at (956) 648-5786 to discuss mutually agreeable dates for contract negotiations. We are looking forward to productive negotiations to improve the quality of policing in the City.

Sincerely,

Daniel Leal, President, PPOA

Cc: Pharr City Commission
Perry Hyden, CLEAT
Roberto Garcia, CLEAT



Pharr Police Officer's Association

"STRENGTH IN NUMBERS" Aida -

*Pls. copy Rick
and let's
discuss.*

[Signature]

03/09/2015

Mr. Fred Sandoval
Pharr City Manager
118 S. Cage
Pharr, Texas 78577

Dear Mr. Sandoval,

Re: Petition from Pharr United Public Safety Association (PUPSA)

I am aware PUPSA submitted a petition asking to be recognized as the exclusive bargaining agent for the Pharr police officers. There are seventy signatures on the list but one of the officers has since resigned leaving sixty-nine signatures.

I spoke with some of the officers who are members of the Pharr police Officer's Association that signed the petition and asked why they did. The responses ranged from "I was told to sign it" to "I signed it to get them off my back". There were a few other reasons mentioned but it made me realize PUPSA members did not obtain the signatures in good faith. They gave false information and half-truths to get the signatures.

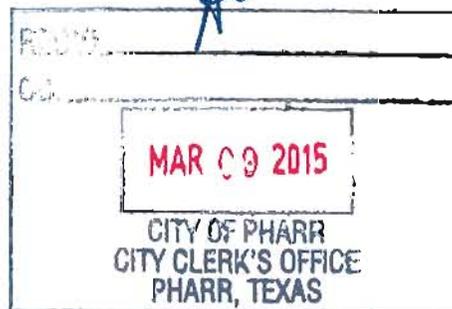
Therefore I started my own petition. I spoke only with PPOA members who signed PUPSA's petition and obtained signatures from officers who rescinded their decision to sign PUPSA's petition and want PPOA to bargain on their behalf. The list contains sixteen signatures. This brings PUPSA's list down to fifty-three signatures, which is less than half of the 122 current sworn personnel at the police department.

I ask that you take this into consideration and not grant PUPSA's request to become the exclusive bargaining agent for the Pharr police officers. Feel free to contact me at (956)648-5786 if you have any questions or concerns.

Sincerely,

[Handwritten signature: Daniel Leal]

Daniel Leal, President, PPOA





Pharr Police Officer's Association

"STRENGTH IN NUMBERS"

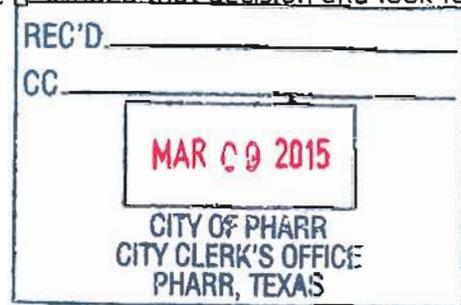
DANIEL LEAL
PRESIDENT

JOSE DEHOYOS
VICE-PRESIDENT

VICTOR ZAVALA
TREASURER

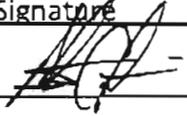
**CHRISTOPHER
HERNANDEZ**
SECRETARY

We, the undersigned members of the Pharr Police Officer's Association (PPOA), are reaffirming our commitment to our union and wish to have CLEAT and PPOA as our bargaining agent to represent us in the coming and future collective bargaining sessions with the City of Pharr. We did sign TMPA's petition but have since rescinded that decision and look forward to have PPOA bargain on our behalf.



Print	Signature	ID#	Date
1. David Canillo	<i>[Signature]</i>	4003	3/6/15
2. Rene M. Gane	<i>[Signature]</i>	8922	3-6-15
3. Harry Vargas	<i>[Signature]</i>	5010	3-6-15
4. Rudy Diaz	<i>[Signature]</i>	1411	3-6-15
5. Miguel Cantu	<i>[Signature]</i>	9284	3-6-15
6. Martin Gomez	<i>[Signature]</i>	8721	3-6-15
7. Jose Montiel	<i>[Signature]</i>	9370	3-7-15
8. Jose Andrade	<i>[Signature]</i>	3109	3-7-15
9. Heriberto Ortega	Heriberto Ortega	1913	3-7-15
10. Juan R Contreras Jr	<i>[Signature]</i>	9153	3-7-15
11. Guadalupe Garcia	<i>[Signature]</i>	1270	3/8/15
12. TRENOR DAVID	<i>[Signature]</i>	9147	3-9-15
13. Edgar Hernandez	<i>[Signature]</i>	9012	3-9-15
14. Emilio Gonzalez	1328 E. CL	1328	3-9-15
15. <i>[Signature]</i>		2503	3-9-15

We, the undersigned members of the Pharr Police Officer's Association (PPOA), are reaffirming our commitment to our union and wish to have CLEAT and PPOA as our bargaining agent to represent us in the coming and future collective bargaining sessions with the City of Pharr. We did sign TMPA's petition but have since rescinded that decision and look forward to have PPOA bargain on our behalf.

Print	Signature	ID#	Date
16. <i>Adrian Cook</i>		<i>1418</i>	<i>3-9-15</i>
17.			
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PHARR UNITED PUBLIC SAFETY ASSOCIATION

Attn: Aida
Pls. see me
about this -
Pls. route to
Rick. Also.
Thanks
FS

Mr. Fred Sandoval
Cc: Mayor Polo Palacios, City Commissioners
Re: New Majority Union/Collective Bargaining

Dear Sir,

We, the board of the Pharr United Public Safety Association along with Pharr Police Officers are submitting this letter and signatures for your review in regard to becoming the new collective bargaining agent for the Pharr Police Department's contract on both economic and non-economic issues from this point forward. The signatures represent over half of the officers in the Pharr Police Department, who have withdrawn recognition from the current bargaining agent, and are requesting that recognition be given to the Pharr United Police Officer's Association. At this time we humbly request that any dealings or meetings between the City and the current bargaining agent be discontinued, and that the City of Pharr recognize the Pharr United Police Officer's Association as the exclusive bargaining agent for all police officers as required by Chapter 174.102 of the Texas Local Government Code. The consensus within the department amongst senior officers and new officers is allowing new blood with new ideas to be placed in position to move the entire department in a direction that will boost morale.

We believe that given an honest opportunity, the City will see that our intentions are good and that together we can build a long lasting relationship that will benefit the City and it's Citizens. We understand any apprehension in dealing with a new union but the consensus amongst the majority of Pharr Police Officers is and has been that now is the time for a change that will place the Pharr Police Department and its officers on the same level with the City's motto of, "On the Rise".

We acknowledge and thank you for the dedication that you have shown Pharr and its Citizens. We feel that we have been patient and have adapted to every request placed before us. We are proud to be working for a great City and humbly thank you for your time in this matter and we look forward to working with each of you in the future in negotiating a contract that will allow us not only to compete with neighboring Police Departments but to also retain officers instead of losing them to better paying agencies. We are committed to you and the City.

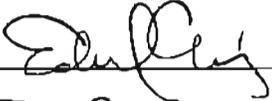
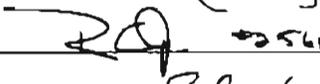
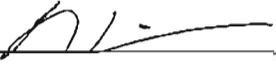
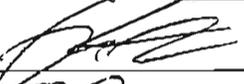
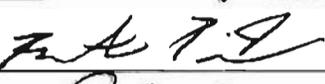
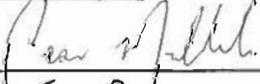
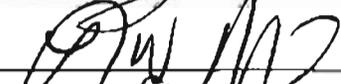
Respectfully,
Pharr United Board and Members
President Miguel Yerena *Miguel Yerena - V #1327*
Vice-President Edward Chavez
Secretary Raul Campos
Treasurer Daniel Garza

RECEIVED
FEB 26 2015

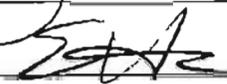
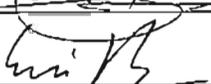
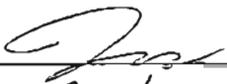
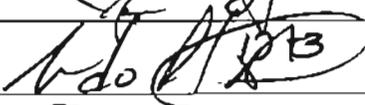
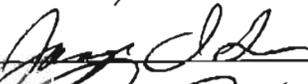
CITY MANAGERS OFFICE

2:39 pm
Aelde

We the Undersigned Police Officers of the City of Pharr Texas, are hereby withdrawing our recognition of the Pharr Police Officer's Association as the exclusive bargaining agent for Pharr Police Officers. We are requesting that the City of Pharr recognize the Pharr United Public Safety Association (PUPSA) as the exclusive bargaining agent for Pharr Police Officers for the purposes of collective bargaining negotiations.

Name (printed)	Badge or employee #	Signature	Date
1. OFFICER EDWARD CHAVEZ	# 8437		1/8/2015
2. Ramon Campos	# 2541		1-8-15
3. Miguel Yereas	# 1327		1-8-15
4. OSIEL REYES Jr	#8453		1-8-15
5. Emilio Gonzalez	1328		1-8-15
6. Guadalupe Garcia	1270		1/10/15
7. UBE MARTINEZ	9132		1-10-15
8. Miguel Cantu	9284		1-10-15
9. ISRAEL ORTIZ	1416		1/10/15
10. HECTOR R. DE JESUS	1491		1/10/15
11. Esteban Dimas	8933		1/10/15
12. Claudio Rodriguez	3104		1/11/15
13. William D. Cerda	#9314		1/11/15
14. Roberto Vergara	#3110		1/11/15
15. Albert Villarreal	#4000		1/11/15
16. Roberto Pineda	4004		1-13-15
17. Ricardo Garcia	9910		1/13/15
18. Cesar Maldonado	1902		1/13/15
19. 	9048		1-13-15
20. Alex Fuentes	3105		1-15-15
21. Leobardo Muñoz	2444		1/15/15
22. JUAN M. GARZA	9084		1-15-15

We, the Undersigned Police Officers of the City of Pharr Texas, are hereby withdrawing our recognition of the Pharr Police Officer's Association as the exclusive bargaining agent for Pharr Police Officers. We are requesting that the City of Pharr recognize the Pharr United Public Safety Association (PUPSA) as the exclusive bargaining agent for Pharr Police Officers for the purposes of collective bargaining negotiations.

Name (printed)	Badge or employee #	Signature	Date
23. JOSEPH GARCIA	8451		1-15-15
24. Edg. Hernandez	5012		1-15-15
25. Heriberto Ortega	#1913	Heriberto Ortega	1-15-15
26. Marcos Ramirez	9150		1-15-15
27. Eric Rodriguez	9083		1-15-15
28. Juan Alvarez	5912		1-15-15
29. Joshua Ybarr	#9166		01/15/15
30. Altrabo Ortiz Jr	9911		01/15/15
31. ELEANORO BUSTAMANTE	307	Eleanoro Bustamante	01/15/15
32. Rene M. Cruz	8771		1-15-15
33. NOE MARTINEZ	8452		01-15-15
34. ROLANDO RENTERIA	1273		1-20-15
35. Daniel Ozuna	1247		1-20-15
36. MARCO HERNANDEZ	8454		1-20-15
37. DORSTED FONSECA III	8115		01-20-15
38. David A. Castillo	1208		1-21-15
39. Gabriel MARTINEZ	1310	Gabriel Martinez #1310	1-21-15
40. Jorge Guzman	1953		1-22-15
41. Jose Andrade	3129		1-22-15
42. Sergio Dimas	2563		1-22-15
43. Omar Gutierrez	8447		1-22-2015
44. Adam Espinoza	2443	adli	01-22-2015

We the Undersigned Police Officers of the City of Pharr Texas, are hereby withdrawing our recognition of the Pharr Police Officer's Association as the exclusive bargaining agent for Pharr Police Officers. We are requesting that the City of Pharr recognize the Pharr United Public Safety Association (PUPSA) as the exclusive bargaining agent for Pharr Police Officers for the purposes of collective bargaining negotiations.

Name (printed)	Badge or employee #	Signature	Date
45. <i>[Signature]</i>	5718	<i>[Signature]</i>	01-22-15
46. JOSE A. Lujan	9033	<i>[Signature]</i>	1-27-15
47. Alejandro Navarero	4005	<i>[Signature]</i>	1-26-15
48. Hector M. Mariscal	1377	<i>[Signature]</i>	1-31-15
49. Antonio Martinez	1281	<i>[Signature]</i>	1-31-15
50. Juan Man Juan Garcia	1255	<i>[Signature]</i>	2-2-15
51. <i>[Signature]</i>	1498	<i>[Signature]</i>	2-2-15
52. JOSE CEDILLO	8420	<i>[Signature]</i>	2-3-15
53. Michael Rodriguez	2400	<i>[Signature]</i>	2-11-15
54. Juan R. Contreras	5153	<i>[Signature]</i>	2-12-15
55. David Canillo	4003	<i>[Signature]</i>	2-12-15
56. Jessie Gonzalez	1510	<i>[Signature]</i>	2-12-15
57. LAND TRUJANO	9147	<i>[Signature]</i>	2-12-15
58. Xavier Sanchez	1252	<i>[Signature]</i>	2-12-15
59. <i>[Signature]</i>	1455	<i>[Signature]</i>	2-12-15
60. Max Lengeria	1208	<i>[Signature]</i>	2-12-15
61. Michael Perez	1344	<i>[Signature]</i>	02-12-15
62. Irving Segura	1900	<i>[Signature]</i>	2-16-15
63. <i>[Signature]</i>	8721	<i>[Signature]</i>	2/19/15
64. Harry Vargas	5010	<i>[Signature]</i>	2-19-15
65. Cesar Longoria	9198	<i>[Signature]</i>	#9198 2-19-15
66. <i>[Signature]</i>	8606	<i>[Signature]</i>	2-19-15

We the Undersigned Police Officers of the City of Pharr Texas, are hereby withdrawing our recognition of the Pharr Police Officer's Association as the exclusive bargaining agent for Pharr Police Officers. We are requesting that the City of Pharr recognize the Pharr United Public Safety Association (PUPSA) as the exclusive bargaining agent for Pharr Police Officers for the purposes of collective bargaining negotiations.

Name (printed)	Badge or employee #	Signature	Date
67. Daniel Garza	8617		2/23/2015
68. Jose Montiel	9370		2/24-2015
69. Humberto Treviño	9149		2/24/2015
70. Adrian Cantu	1914		2/25/15
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RECEIVED
FEB 26 2015

CITY MANAGERS OFFICE



interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – temporary supplemental pay for Municipal Judges for additional duties and responsibilities.

Date: March 17, 2015

Backup 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 City Manager to take any action relating to the Jackson Place Apartments and Jackson Crosstown Apartments (“Apartments”) including, but not limited to creation of Pharr Housing Finance Corporation and ownership entities, and negotiation of contracts for the development and financing of the Apartments

Date: March 17, 2015

No backup information is needed for this item.

Thank you.



AGENDA ITEM REQUEST

MEETING DATE: 03-17-2015

INITIATED BY: Sergio Contreras DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Consideration and action, if any, on Memorandum of Understanding with UTPA Small Business Development Community Training

PARTY MAKING THE REQUEST: Fred Sandoval

NATURE OF THE REQUEST: Commencement of the 2015 legislative session. Legislative Agenda will be presented at the meeting.

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: *[Signature]* DATE: 3/12/15

ASSISTANT CITY MANAGER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Approve as submitted

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PHARR INNOVATION & TECHNOLOGY DEPARTMENT
AND
UTPA SMALL BUSINESS DEVELOPMENT CENTER**

Whereas, City of Pharr Innovation & Technology Department (hereinafter referred to as “Pharr.IT” provides the highest quality technology-based services, in the most cost-effective manner, to facilitate the Pharr mission as it applies to the management, learning, and community service in Pharr, Texas/USA.

Whereas, The University of Texas-Pan American (hereinafter referred to as UTPA) provides services to increase the business activity of South Texas through its Small Business Development Center (hereinafter SBDC), funded in part by the US Small Business Administration.

Now therefore Pharr.IT and UTPA-SBDC enter into a Memorandum of Understanding (hereinafter “MOU”) to establish a partnership in areas of benefit to both entities.

Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and UTPA Small Business Development Center to conduct public training and educational workshops.

I.

The purpose of this MOU between Pharr.IT and UTPA-SBDC is as follows:

- To promote business-training and advising services to improve the success of local businesses in the Rio Grande Valley, and
- To increase awareness of training workshops available to business owners in the Rio Grande Valley.

II.

To achieve these goals, Pharr.IT and UTPA-SBDC, insofar as the means of each allow, will:

- Organize workshops and/or conferences and related planning meetings on business development issues. UTPA-SBDC will be the lead entity in SBDC related workshops.
- Share relevant information pertaining to business development, i.e., access to financing, international trade, and other technical assistance.

III.

Each entity shall designate a coordinator to oversee and facilitate the implementation of this MOU.

For UTPA-SBDC: Maria D. Juarez, SBDC Director; 1201 West University Drive, CESS 1.200, Edinburg, Texas, 78539; Phone: (956) 665-7538; mariaj2@utpa.edu.

For Pharr.IT: Fred Sandoval, City Manager; 118 S. Cage Blvd, Pharr, TX 78577; Phone: (956) 956) 402-4000

The coordinators, working with other appropriate administrators at the respective entities, shall have the following responsibilities:

- To act as principal contacts for individual and group activities and to plan and coordinate all activities within the respective entity as well as with the partner entity;
- To distribute to the other entity information about the available workshops or conferences and other resources of his/her entity and
- To meet periodically to review and evaluate past activities and to work out new ideas for future partnerships.

IV.

THIS MOU IS NOT A CONTRACT. THIS MOU SERVES ONLY AS A STATEMENT OF THE GENERAL INTENTION OF THE PARTIES AND IS NOT INTENDED TO BE LEGALLY BINDING NOR INTENDED TO BE CONSTRUED AS AN AGREEMENT ON ANY MATTERS MENTIONED. NO ORAL AGREEMENT OR CONDUCT OF THE PARTIES (INCLUDING PARTIAL PERFORMANCE) IN RESPECT OF MATTERS STATED IN THIS MOU SHALL BE DEEMED TO IMPOSE ANY OBLIGATION OR LIABILITY ON EITHER PARTY.

THIS MOU IS NOT INTENDED TO CONSTITUTE, CREATE, GIVE EFFECT TO, OR OTHERWISE FORM A JOINT VENTURE, OR OTHER BUSINESS ENTITY OF ANY KIND. NEITHER PARTY SHALL ACT AS AN AGENT FOR, OR PARTNER OF, THE OTHER PARTY. THERE ARE NEITHER ANY RIGHTS NOR OBLIGATIONS OF THE PARTIES ESTABLISHED UNDER THIS MOU.

V.

Although the intention of this MOU is to discuss and negotiate issues with respect to a partnership between the Parties for a specific purpose as stated in Part I above, the

relationship is non-exclusive, and the Parties shall have the ability to form similar or different partnerships with other companies or entities of their choice.

VI.

All publications resulting from the partnership between the two entities must give recognition to this MOU. Likewise, the MOU must also be mentioned in all workshops or conferences that result from collaboration under the terms hereof.

Should any collaboration result in any potential for intellectual property, the Parties will immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions will at all times strive to preserve a harmonious and continuing relationship between the Parties.

The Parties agree to comply with all applicable federal, state, and municipal laws; ordinances, rules, and regulations; and all applicable requirements of any accreditation authority and to certify such compliance upon request.

VII.

This MOU will be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendment of this MOU will be effective unless in writing and signed by the Parties.

Further agreements concerning any program will provide details concerning the specific commitments made by each party and will not become effective until they have been put down in writing and executed by the duly authorized representatives of the Parties. The scope of the activities under this agreement will be determined by the funds regularly available at both entities for the types of collaboration undertaken and by financial assistance as may be obtained by either entity from external sources.

VIII.

The Parties intend to discuss with each other press releases in connection with this MOU prior to publication of any press release.

IX.

The Parties understand that they are proceeding at their own risk and they understand that costs regarding the subject matter under this MOU are to be paid for by the Party who incurs the cost. Nothing contained in this MOU is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks, or liabilities arising out of the other Parties efforts in connection with this MOU.

X.

Upon approval by each entity, this Memorandum will remain in effect for a period of that will end on August 31, 2015, unless terminated earlier by either entity. Such termination by one entity will be effected by giving the other entity at least thirty (30) days' advance written notice of its intention to terminate. Termination will be without penalty. If this MOU is terminated, neither Pharr.IT nor UTPA-SBDC will be liable to the other for any monetary or other losses which may result.

Notwithstanding the above, the period of this MOU will, if necessary, be extended with consent in writing from the Parties.

EXECUTED by Pharr.IT and UTPA-SBDC in duplicate copies, each of which will be deemed an original.

**CITY OF PHARR / INNOVATION &
TECHNOLOGY DEPARTMENT**

**THE UNIVERSITY OF TEXAS-PAN
AMERICAN, SMALL BUSINESS
DEVELOPMENT CENTER**

By: _____
(Signature)

By: Maria D Juarez
(Signature)

Name:
Title:

Name: Maria D. Juarez
Title: SBDC Director

Date: _____

Date: _____

1.01 Term. The term of this Lease shall be for a period beginning on the 21st day of June 2012 and continuing on a month to month basis during which time the rent shall be a total of one thousand nine hundred sixty nine dollars and sixty cents (\$1,969.60) per month for office space and public meeting space. Rent is due each month on or before 15th day of the month.

IN WITNESS THEREOF, the Parties hereto have made and executed this First Amendment to Lease Agreement, to be effective on the date first mentioned above.

LESSOR:

Fred Sandoval
City Manager
City of Pharr

LESSEE:



Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority

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LESSOR:

Fred Sandoval
City Manager
City of Pharr

LESSEE:



Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority



AGENDA ITEM REQUEST

MEETING DATE: March 17, 2015

INITIATED BY: Adolfo Garcia DEPARTMENT: Library

AGENDA ITEM: Hidalgo County Library System Inter-local Cooperation Agreement

PARTY MAKING THE REQUEST: Library

NATURE OF THE REQUEST: Yearly Library services agreement

BUDGET:

EXPENDITURE REQUIRED: \$ N/A

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

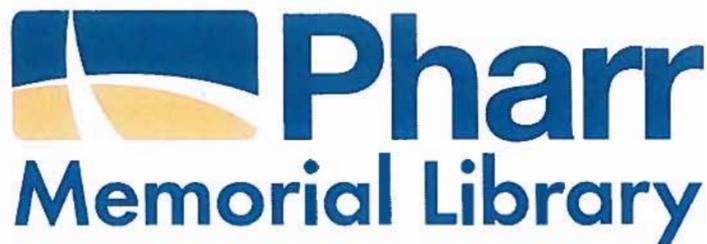
DEPT. HEAD: Adolfo Garcia DATE: March 11, 2015

ASSISTANT CITY MANAGER:  DATE: 3-11-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Recommend approval



Memo

To: Mayor, Leo "Polo" Palacios & City Commission

Thru: Fred Sandoval, City Manager

From: Adolfo Garcia, Library Director

Date: March 27, 2013

Re: 2015 HCLS Interlocal Agreement

On the agenda is the city's interlocal with Hidalgo County Library System (HCLS) for library services to Hidalgo County residents. This agreement is done yearly to continue the financial support from Hidalgo County for library services.

This year's allocation for HCLS member libraries is \$188,722, after automation system expenses paid directly by the county. Funds are distributed evenly among the 13 libraries in the county. That means that Pharr's allocation for library services will be \$14,517.07. These funds will be used to pay for the library's internet connection and additional library services.

If you have any questions on the agreement you can call Adolfo Garcia, Director, Pharr Memorial Library and appointed HCLS Coordinator, 956-787-3966.

I can answer any immediate questions that you may have in regards to our commitment to HCLS.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made effective as of this 17th day of February, 2015, by and between HIDALGO COUNTY, 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, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2015; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial 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(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. 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.

9. 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.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. 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 County: County of Hidalgo
Attention: Ramon Garcia, Hidalgo County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to City: City of Pharr, Texas
Attn: City Manager
118 S Cage Blvd
Pharr, Texas 78577

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.

11. 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.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 17th day of February, 2015.

HIDALGO COUNTY, TEXAS

Ramon Garcia
Ramon Garcia, Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 2/17/15

ATTEST:
Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

CITY OF PHARR, TEXAS

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

By: _____
Hilda Pedraza, City Clerk

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: Josephine R. Solis
Josephine R. Solis

By: _____
_____, City Attorney



AGENDA ITEM REQUEST

MEETING DATE: ⁰³⁻¹⁷⁻¹⁵ ~~03-13-15~~

INITIATED BY: David Garza DEPARTMENT: Public Utilities

AGENDA ITEM: Consideration and action, if any on contract with East Rio Hondo Water Supply Corporation in leasing 1000 acre-ft of water rights

PARTY MAKING THE REQUEST: David Garza

NATURE OF THE REQUEST: contract with ERHWSC

BUDGET:

EXPENDITURE REQUIRED: \$50,000

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: [Signature] DATE: 3-13-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

The Public Utilities Dept In recommending the leasing of 1000 acres-ft to insure ample supply of raw water during the summer months. We are recommending approval.

CONTRACT FOR WATER

This contract for water is entered into between (Seller)

NAME: East Rio Hondo Water Supply Corporation
ADDRESS: PO Box 621
206 Industrial Parkway
Rio Hondo, Texas 78583

And (Buyer)

NAME: City of Pharr
ADDRESS: P.O. Box 1729
118 South Cage Street
PHARR, TX 78577

For and in consideration of the mutual promises, obligations and benefits hereinafter set forth, Seller and Buyer agree as follows:

1. **QUANTITY.** Seller agrees to allow Buyer to divert water during the term of this agreement, pursuant to Certificate of Adjudication No. 838-004, in such quantity as may be required by Buyer, not to exceed 1000.000 acre-feet to be used for Municipal, Domestic, and Industrial purposes. Said bought water will be used with Certificate of Adjudication No. 0808-009.
2. **POINT OF DIVERSION.** The water will be furnished at a point (the Point of Diversion) as follows: the water rights will be delivered at the point of diversion described in under Certificate of Adjudication No. 0808-009. The maximum rate of diversion at the Point of Diversion shall not exceed the rate of diversion allowed by under Certificate of Adjudication 0808-009.
3. **PAYMENT.** Buyer agrees to pay Seller upon execution of this contract an amount of money equal to \$50,000.00, based upon the rate of \$50.00 per acre-foot.
4. **METERING.** Buyer shall furnish, install, operate and maintain at his own expense at the Point of Diversion a measuring device or devices to measure the quantity of water diverted by Buyer within plus or minus 5.0%.
5. **QUALITY.** The water to be supplied hereunder shall be untreated water as it occurs in the Rio Grande at the Point of Diversion.
6. **REGULATORY AGENCIES.** The effectiveness of this contract is dependent upon compliance with applicable provisions, if any, of the Texas Commission on Environmental Quality Rules 303.51 - 303.55.

7. **ASSIGNMENT.** Buyer may not assign this contract.
8. **CAPTIONS.** All titles of the section of this contract have been inserted for convenience of reference only and are not considered a part of this contract and in no way shall they affect the interpretation of any provisions of this contract.
9. **TERM.** This contract shall terminate at the end of the calendar year in which it is executed or upon diversion of the total contracted amount unless an earlier termination date is specified.
10. **EXECUTION DATE:** _____, **2015**

SELLER: East Rio Hondo Water Supply Corporation

BY: _____
Brian E. Macmanus, P.E.
General Manager
East Rio Hondo Water Supply Corporation
PO Box 621
206 Industrial Parkway
Rio Hondo, Texas 78577

ATTEST: Charles M. Kilbourn
President

BUYER: City of Pharr

BY: _____
Fred Sandoval,
City Manager
City of Pharr
P.O. Box 1729
Pharr, TX 78577

ATTEST: _____
