TAKE NOTICE THAT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM, 118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS COMMENCING AT 5:15 P.M. ON TUESDAY, AUGUST 4, 2015

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. **CALL TO ORDER:**

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

   B) Pledge of Allegiance/Invocation.

   C) Public Comments. (Ordinance No. O-2015-28)
   A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.

2. **PROCLAMATIONS:**

   A) Presentation of Proclamation proclaiming the University of Texas Rio Grande Valley Day.

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

A) City Engineer's Report
B) Presentation on 3rd Quarterly Report for FY 2014-2015
C) City Events of Interest: Recognition of PONY Mustang 9u Baseball Team for advancing to the World Series in Walnut, California.

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) Consideration and action, if any, on Ordinance amending Ordinance No. O-2007-56 for revision of rates charged for sewer system services. (FINANCE)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-56 water rates. (FINANCE)

C) Consideration and action, if any, authorizing Interim City Manager to advertise for city-wide landscape maintenance services for the City of Pharr. (PARKS & REC.)

D) Consideration and action, if any, on request from Saint Margaret Mary Catholic Church to close the 100 block of Juarez Street between Cage Blvd. and Aster Street on Saturday, October 17, 2015 from 5:00pm – 10:00pm and on Sunday, October 18, 2015 from 1:00pm – 10:00pm for their annual Jamaica. (ADMINISTRATION)

E) Consideration and action on Planning & Zoning Cases:

Public Hearing:

1. R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas The properties physical address is 6801 South Jackson Road. CUP#120529

2. Alba Dora Pedraza, d/b/a Sepi's 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 22, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The properties physical address is 212 West State Street. CUP#120423

3. Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The properties physical address is 1201 South Jackson, Suite 1. CUP#120424

4. Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The properties physical address is 917 West Ferguson Street. CUP#130630

5. Melden & Hunt Inc., representing Kamper Investments, LLC., has filed with the Planning and Zoning Commission a request for a change of zone from an Office Professional District (O-P) to a General Business District (C). The property is legally described as Lot 3, Block. 4, Lowrie Subdivision of a tract "T", Pharr, Hidalgo County, Texas. The properties physical address is 614 South Cage Boulevard. COZ#150539

6. Melden & Hunt Inc., representing Kamper Investments, LLC., has filed with the Planning and Zoning Commission a request for a change of zone from a Single-Family Residential District (R-1) to a General Business District (C). The property is legally described as the East one-half (1/2) of Lot 1, Block. 4, Lowrie Subdivision of a tract "T", Pharr, Hidalgo County, Texas. The property is located within the 100 Block of West Jones Avenue. COZ#150540

7. Santiago O. Alanis has filed with the Planning and Zoning Commission a request for a change of zone from a General Business District (C) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as the North 0.65 acres of land, more or less, out of Lot 4, Block 145, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas The properties physical address is 1217 East Ferguson Avenue. COZ#150745

PLATS:

8. R. Gutierrez Engineering Corporation, representing Daniel Gonzalez, is requesting final plat approval of the proposed Iglesia Bautista Biblica Subdivision. The property is legally described as being a 0.924 acre tract of land out of the West 610 feet of the East 660 feet of the North 66 feet of the North 561 feet of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 7200 and 7300 Block of South Cage Boulevard.

9. Sam Engineering & Surveying Inc., representing Cesar Garcia Vigil, is requesting final plat approval of the proposed Interenlace Subdivision. The property is legally described as being a 10.00 acre tract of land being the East 10.00 acres of the West 20.00 acres of Lot 358, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 600 and 800 Block of West Anaya Road.

10. Dannenbaum Engineering Company, representing Charles Mueller, is requesting final plat approval of the proposed Center on Ridge Road Subdivision Phase I. The property is legally described as being a 2.161 acre tract of land, out of, Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400 and 500 Block of West Ridge Road.

REGULAR AGENDA – OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance designating the City of Pharr – TIF Reinvestment Zone #2. (TABLED)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-11 Tierra Del Sol Golf Club Banquet Room and Pharr Sports Complex rental rates. (PARKS & REC.)

C) Consideration and action, if any, on Ordinance authorizing the issuance, sale and delivery of City of Pharr, Texas combination tax and international bridge revenue refunding bonds, Series 2015A; delegating certain authority to the city manager and the finance director pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding bonds; approving an official statement, execution of an escrow agreement, the subscription and purchase of certain escrowed securities, and making other provisions regarding such bonds and matters incident thereto. (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance authorizing the issuance, sale and delivery of City of Pharr, Texas general obligation refunding bonds, Series 2015B; delegating certain authority to the city manager and the finance director pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the current refunding of certain outstanding bonds; authorizing the execution of a bond purchase contract; approving an official statement, execution of an escrow and trust agreement, the subscription and purchase of certain federal securities, and making other provisions regarding such bonds and matters incident thereto. (ADMINISTRATION)

E) Consideration and action, if any, on Resolution appointing/re-appointing a Representative and an Alternate to Amigos Del Valle Board for FY 2015-2016. (ADMINISTRATION)

F) Consideration and action, if any, on Resolution authorizing a policing agreement between PSJA Independent School District and the City of Pharr to continue the "School Resource Officer Program" for 2015-2016. (POLICE)

G) Consideration and action, if any, on Resolution authorizing a K9 policing agreement between the PSJA Independent School District and the City of Pharr under the "School Resource Officer Program" for 2015-2016. (POLICE)

H) Consideration and action, if any, on Resolution authorizing a policing agreement between Valley View Independent School District and the City of Pharr to continue the "School Resource Officer Program" for school year 2015-2016. (POLICE)

I) Consideration and action, if any, on Resolution appointing one (1) regular member to Board of Adjustment. (DEVELOPMENT SERVICES)

6. ADMINISTRATIVE:

A) Consultation with the Board of Commissioners on pending Personnel Action Forms. (ADMINISTRATION)

B) Consultation with the Board of Commissioners on review of the city organization structure. (ADMINISTRATION)

C) Discussion and action, if any, on appointment of City Manager. (ADMINISTRATION)

7. PURCHASING:

A) Consideration and action, if any, on awarding Proposal for Professional Audit Services for FY 2014-2015. (FINANCE)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal agreement between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Pharr for E911 Public Safety Answering Point Services (PSAP). (FIRE)

B) Consideration and action, if any, on Interlocal agreement between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Pharr for E911 Public Safety Answering Point Services (PSAP). (POLICE)

C) Consideration and action, if any, on agreement with Active Networks, LLC. for online registration services. (PARKS & REC.)

9. 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 3 - 8 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 Pharr v Pharr International Services; CL-14-3958; 13-15-0230-CV, legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the City may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the City may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee**. The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the City may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the City may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the City may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

11. **ADJOURNMENT**.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 31st day of July, 2015, at 7:00 P.M and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 31st DAY OF July 2015.

HILDA PEDRAZA, TRMC
CITY CLERK

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

_____ Title:_____

Pharr
Administration

interoffice
MEMORANDUM

To: Mayor and City Commission

From: Imelda Barrera, Assistant City Clerk IB.

Subject: **Presentation of Proclamation proclaiming the University of Texas Rio Grande Valley Day**

Date: July 31, 2015

Proclamation will be provided at time of meeting.

Thank you.

City Engineer's Report
August 4, 2015

Design Projects:

Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road

Aldaña Engineering & Traffic Design has completed plans and specifications. Will begin to advertise on Wednesday August 5th in the Advance Newspaper.

City of Pharr Bicycle Accessible Improvements

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 complete. Staff is working on final plan quantities and changes.

Jones Box Park – Pedestrian Bridge

Preliminary Engineering design is underway. Plans will be submitted to county on August 7, 2015 with permit.

Navarro Street Roadway & Drainage Improvements

Plans have been submitted for review and comments by the engineer.

Hi-Line Road

Engineer has begun design for the improvements.

Owassa Road

Final stage of the Environmental document is underway. Resolution letter regarding the change to the posted speed limit was submitted to TxDOT. Hopefully, the city will be issued the FONSI in order to begin acquiring Right of Way. Engineer has submitted 30% construction plans and is currently under review.

Construction Projects:

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

Asphalt pavement is complete on Matador Drive. West Austin Street contractor is repairing existing concrete curb and gutter.

Contract Amount:	$1,669,716.80
Current Expenditures:	$ 823,442.80
Percent Completed:	49.32%

East Anaya Road

Public Works has completed work on the east portion of Anaya Road from Veterans Blvd to Mould Drive. The West section is currently under construction.

Contract Amount:	$179,152.65
Current Expenditures:	$0
Percent Completed:	5%

Northside Park – Special Needs

There was some activity by the Contractor this month. Installation of irrigation system.

Contract Amount:	$708,150.00
Current Expenditures:	$648,903.00
Percent Completed:	85%

Traffic Signal at Sugar & Sioux Road

The drill shaft for the southwest corner pole and controller box has been installed. Pending location of final drill shaft due to underground utilities.

Contract Amount:	$83,126.55
Current Expenditures:	$58,985.65
Percent Completed:	58.39%

Wastewater Treatment Plant – Secondary Clarifier No. 1 Replacement

Contracts have been signed with Associated Construction Partners, Ltd and a pre-construction meeting was held on March 27, 2015.

Contract Amount:	$370,000.00
Current Expenditures:	$0
Percent Completed:	0%

Northside Park – Special Needs

Sugar & Sioux Road Traffic Signal

Las Milpas/Pharr Industrial Park Street Improvements –Austin Drive

Capote Industrial Park Street Improvements –Capote Street & Matador Drive

East Anaya Road Improvements –Veterans & Anaya Road

City of Pharr

Comprehensive QUARTERLY Financial Report

3rd Quarter –June 30th, 2015

Reliable, Timely, Transparent, Budgets, Trends, Revenues, Expenditures, Resources, Debts

Fiscal Year 2014-2015

Pharr
Finance Department

PREPARED BY: KARLA MOYA-INTERIM FINANCE DIRECTOR & FINANCE DEPARTMENT

August 4, 2015

Mayor
City Commissioners
Citizens of Pharr

The comprehensive quarterly financial report was compiled for the purpose of updating the City's elected officials and executive staff on the fiscal health of the City.

All City fiscal data is not included in this report, only the selected major activities whose drastic change could adversely affect the City's ability to meet its obligations to the vendors, staff, and citizens.

This is the Finance Department's effort to provide timely, reliable, and transparent fiscal information so that decision makers will have up to date data to base their decisions on.

This report has been updated and prepared by the Finance Department. The figures in this report, based on the cost/benefit principle, are accurate. This report could not have been compiled without the cooperation of all of the City's Directors and City Manager. This is truly a team effort.

Should you have any questions concerning this matter, please feel free to contact me at (956) 402-4150 ext. 1907 or via email at karla.moya@pharr-tx.gov.

Respectfully,

Karla Moya
Interim Finance Director

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DETAIL OF CHANGES & TRENDS

Pharr

CITY OF PHARR

DETAIL OF CHANGES AND TRENDS

JUNE 30, 2015

GENERAL FUND:

Revenues:
Property tax and sales tax are budgeted at 52% of our budget. Current Property is on track to meet or exceed budget estimate at 98%; except delinquent tax collection which is at 66% of budget. Sales tax is showing a POSITIVE trend with an increase of 10% compared to last year's third quarter.

Expenditures:
At the end of the third quarter the following departments that have higher than expected expenditures are:

- City Manager-Due to higher annual insurance and debt principal payment.
- PAL Administration-Due to an increase in operational expenses due to the good response of program
- Nondepartmental- Due to purchase of new street lights for downtown street light renovation.

Comparison from last year:

- Revenues show a 13% increase this year mainly due to higher Sales, Property Taxes and Interfund transfers
- Some departments have higher than last year's expenses mainly due to higher level of expenses approved and budgeted this year.

Summary:
The City's Property tax is showing improvement compared to last year, this is mainly attributed to current year collections. Other revenues such Sanitation Fees, Debris Fees, Municipal Court Fees and Licenses and Permits also show an improvement compared to last year.

UTILITY FUND:

Revenues:
Water and sewer usage make up 94% of the budget. Both of these revenue sources are slightly below revenue projections but are projected to meet their budget estimates.

Expenses:
At the end of this quarter, the following departments that have slightly higher than expected expenses are:

- Administration: Due to higher equipment and software maintenance fees.

Comparison from last year:
Overall, revenues are lower by 7% mainly due to a slight decrease in water and sewer revenue and other miscellaneous reimbursements. Overall expenses are 38% lower than last year. Administration and Sewer Plant expenses are slightly higher this year due to higher budgeted operational needs.

Summary:
The Utility's major revenues are moderately lower than projected so far but overall the Utility Fund is healthy.

BRIDGE FUND:

Revenues:
Toll collections are budgeted at 96% of total budget. Crossings are showing a slight decrease this year, mainly due to car crossings. However, toll revenues overall are 2% higher than last year. Peso Exchange Income Rate is lower due to fluctuations in rates. Overall, revenues are on track to meet or exceed budgeted forecasts.

Expenses:
At the end of this quarter, no departments have higher than expected expenditures:

Comparison from last year:

- Personnel expenses are higher this year by 20% due to increase in expenses budgeted.
- Utilities expenses are higher due to higher electricity needs for operation of cold storage facility.

Summary:
Bridge crossing must be monitored. Revenues are on track to meet budget. Expenses must continue to be positively managed. The Bridge Fund is healthy.

PEDC FUND:

Revenues:
Sales Tax collections are budgeted at 98.9% of total budget. Sales Tax collections are slightly higher by 10% compared to last year.

Expenses:
At the end of this quarter the following line items have higher than expected expenditures:

- Supplies & Materials-Higher due to higher postage expenditures and non-operating supplies needed for business meetings
- Building & Equipment-Higher due to Christmas lighting decorations purchased this year and repairs needed at building
- Contractual Services-Higher due to increase in consultant services.
- Other Contractual & Special Services-Due to improvements to office space for Create the Bridge and unforeseen repairs on vehicles done by outside vendors.
- Transfers Out-due to a Transfer of land sale proceeds to General Fund to pay loan

Comparison from last year:

Summary:
Sales tax collections are showing a positive trend. Expenses must continue to be positively managed. The Fund is expected to have more positive sales tax collection trends.

STATEMENT OF AVAILBALE RESOURCES

GENERAL FUND:

General cash flow is at $3.75 million. The City needs to keep monitoring its spending and carefully prioritize what is needed for operations in order to keep a healthy general fund with the right available resources.

UTILITY FUND:

Utility cash flow is currently healthy. Current available resources are $3.77 million. At this time, I do not foresee any major cash flow problems with the Utility Fund.

BRIDGE FUND:

Bridge fund cash flow is healthy. Current available resources are $4.54 million. At this time, I do not foresee any major cash flow problems with the Bridge Fund.

PEDC FUND:

PEDC fund cash flow is at $1.03 million. PEDC needs to carefully prioritize what is needed for operations in order to keep a healthy fund with available resources.

HIDALGO COUNTY PROPERTY TAX ASSESOR & COLLECTOR REPORT

Current property taxes collections as a percentage are slightly higher than last fiscal year. Delinquent property tax collections as a percentage are also slightly higher than last fiscal year.

ANALYSIS OF MAJOR REVENUE SOURCES

CURRENT PROPERTY TAX

Per what we have received from the County, current tax collections are slightly lower this year than last year. Collection percentage is also slightly higher than last fiscal year by .15% or $24,300

DELIQUENT PROPERTY TAX

Tax collections are higher this year than last year. Collection percentage **is higher by 0.83%** or $19,800 compared to last year. Total amount collected for this third quarter is $542,218.

ANNUAL SALES TAX ACTIVITY ANALYSIS – FY 14/15

This activity is based on cash basis. The difference is two months of collections. To date, City's sales tax is 10 % MORE than last year (roughly $1,098,500 city-wide). This information is material in respect to the City's budget. Activity on accrual basis (meaning when sales tax were actually earned), shows a 8.80% increase compared to last year or roughly $184,578 more.

SALES TAX STATE RGV COMPARISON

Pharr's sales tax rank comparison to the other Rio Grande Valley cities stayed the same compared to last quarter; **at 1st place** out of 10th based on Year to Date Activity compared to last.

UTILITY REVENUE ACTIVITY ANALYSIS-WATER & SEWER

Water billing has remained on a decreasing trend compared to last's year activity. This third quarter is still showing a decrease with 7% decrease in billing and 5% decrease in collections due to less water consumption.

Sewer billings also decreased this quarter by 3% and collection by 3%.

UTILITY REVENUE ACTIVITY ANALYSIS-GARBAGE AND BRUSH

Garbage and brush billing and collections are indicating a positive trend. Collected revenue has increased by 3% compared to last year for garbage while billing only increased by 3%. Brush collections also increased by 2% while billing increased by 2%.

PHARR INTERNATIONAL BRIDGE TOLL COLECTIONS

Collections this year have increased by 2%. The car crossings decreased compared to last year by 10%, however commercial crossings (trucks) INCREASED by 4%. We currently have roughly $211,800 more revenues than this time last year. We have budgeted accordingly and revenues are on track as budgeted projections.

MUNICIPAL COURT COLLECTIONS

Municipal court collections have increased by 11% compared to this time last year.

PHARR EVENT CENTER

Revenues:

Event Center revenue is higher this fiscal year compared to prior year by 57%, this is mainly due to naming rights collected this year and higher facility fees.

Expenses:

Event Center expenses are 40% lower than last year mainly due to the discontinuance of partnership agreement (50%/50% share of profit on events) with event promoters.

HOTEL/MOTEL OCCUPANCY TAX ANALYSIS

Hotel/Motel Tax Collections are lower than last year's third quarter by 7% due to eleven hotels pending payment as of June 30, 2015.

CIP ACTIVITY ANALYSIS-QUARTERLY UPDATE

BRIDGE:

The Bridge has 4 capital projects planned, of which all have started. All of four projects are in engineering phase.

UTILITY:

The Utility fund has 7 capital projects, including the new Water Transmission Mains project approved at the beginning of last year and funded through TWDB. All of these projects have started and in progress. The Water Treatment Plant construction has been completed as of June 30, 2015.

GENERAL CAPITAL PROJECTS

The General Capital Projects fund has 20 capital projects. The details of these projects are available through the Engineer's Report.

DEBT: ISSUED & STATUS-QUARTERLY UPDATE

OUSTANDING DEBT ISSUANCES

General Fund: All activity is normal. Next issuance that will be completed is the 2011 Certificates of Obligation. Currently $11.3 million is outstanding for all General Obligation Debt.

Bridge Fund: All activity is normal. Next issuance that will be completed is the 2005 A Revenue Refunding Bond. Currently $5.1 million is outstanding.

Utility Fund: All activity is normal. Next issuance that will be completed is the 2008 Revenue Refunding Bonds. Currently $52.5 million is outstanding.

Community Development Grant: All activity is normal. This issuance will be completed in 2031 but can be repaid with our current debt reserves. Currently $5.01 million is outstanding.

PPFC # 1. All activity is normal. This issuance will be completed in 2016. Currently $10.4 million is outstanding.

OUTSTANDING CAPITAL LEASES/BANK LOANS

There are currently 7 outstanding capital leases totaling $3.6 million, and two loans with Lone Star National bank totaling roughly $4.9 million. The liability ownership for the leases is distributed between the following accounts: General, Paving & Drainage, Utility Fund, Garage, Golf and PEDC.

INVESTMENT REPORT-QUARTERLY UPDATE

INVESTMENT REPORT SUMMARY

This report complies with all provisions of the Public Funds Investment Act and the City of Pharr's Investment's policy.

DETAILED INVESTMENT REPORT

The City has over $72.8 million in book market value in investments (including depository accounts).

COMPARISON OF PORTFOLIO TO POLICY LIMITS

The City is within all portfolio caps created in the City's Investment Policy. The caps are identified in "Types of securities, Limits on Maturities, and Days to Maturity.

MARKET VALUE ANALYSIS

The market value of our portfolio is at 100% of book value. Book value identifies actual costs. Market value identifies the cost/value of the investments if they were to put on the market for resale.

CALCULATION OF WEIGHTED AVERAGE MATURITY AND YIELD

Weighted average maturity is 1.0 day. This average is within our Investment Policy caps. This is the amount of days on average that our investments mature. Weighted average yield is 2.02%, the average yield of our investments. This average is better than our benchmarks.

YEAR TO DATE INVESTMENT TRANSACTION REPORT

No investment matured this fiscal year.

DEPOSITORY SECURITY COLLATERAL ANALYSIS

All funds were properly collateralized by at the end of the month.

FISCAL ACTIVITY

Pharr

CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING JUNE 30, 2015

GENERAL FUND

	FY 14/15					FY 13/14	–Variance–	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES								
PROPERTY TAXES	$ 14,962,900	$ 14,366,879	96%	$ (596,021)	$ 14,366,879	$ 13,567,062	$ 799,817	6%
SALES TAX	11,235,000	8,745,673	78%	(2,489,327)	8,745,673	7,921,821	823,852	10%
OTHER TAXES	167,700	120,199	72%	(47,501)	120,199	111,836	8,363	7%
FRANCHISE FEES	2,227,890	1,727,397	78%	(500,493)	1,727,397	1,661,067	66,330	4%
RENTAL FEES	213,600	205,442	96%	(8,158)	205,442	235,199	(29,757)	-13%
SANITATION FEES	3,026,600	1,975,341	65%	(1,051,259)	1,975,341	1,935,022	40,319	2%
DEBRIS & BRUSH FEES	1,086,500	778,062	72%	(308,438)	778,062	770,841	7,221	1%
MUNICIPAL COURT FEES AND FINES	1,125,000	868,578	77%	(256,422)	868,578	770,361	98,217	13%
OTHER FINES AND FEES	110,000	123,810	113%	13,810	123,810	98,585	25,224	26%
BUILDING PERMITS	500,000	298,620	60%	(201,380)	298,620	398,210	(99,589)	-25%
OTHER LICENSES AND PERMITS	496,620	451,727	91%	(44,893)	451,727	387,062	64,665	17%
INTERFUND TRANSFERS IN	13,810,074	8,278,069	60%	(5,532,005)	8,278,069	3,576,431	4,701,639	131%
SERVICE FEES	1,026,461	581,770	57%	(444,691)	581,770	623,470	(41,700)	-7%
OTHER FINANCING SOURCES	480,000	-	0%	(480,000)	-	2,380,700	(2,380,700)	-100%
TOTAL REVENUES	50,468,345	38,521,568	76%	(11,946,777)	38,521,568	34,437,667	4,083,901	12%
EXPENDITURES								
CITY MANAGER'S OFFICE	5,029,527	4,362,833	87%	666,694	4,362,833	1,432,888	(2,929,945)	-204%
FINANCE DIRECTOR'S OFFICE	979,540	677,590	69%	301,950	677,590	748,781	71,191	10%
POLICE DEPARTMENT	12,370,200	9,063,700	73%	3,306,500	9,063,700	9,577,769	514,069	5%
MUNICIPAL COURT	383,970	265,950	69%	118,020	265,950	338,763	72,813	21%
FIRE DEPARTMENT	7,422,640	4,319,427	58%	3,103,213	4,319,427	4,844,744	525,317	11%
PAL ADMINISTRATION	586,810	444,940	76%	141,870	444,940	431,540	(13,399)	-3%
STREET MAINTENANCE	5,950,290	3,694,287	62%	2,256,003	3,694,287	3,476,064	(218,223)	-6%
INFORMATION TECHNOLOGY	1,529,684	942,630	62%	587,054	942,630	1,085,487	142,857	13%
MUNICIPAL LIBRARY	1,136,640	810,884	71%	325,756	810,884	744,002	(66,882)	-9%
PARKS & RECREATION	2,727,544	1,897,541	70%	830,003	1,897,541	2,052,857	155,316	8%
PLANNING & CODE ENFORCEMENT	1,379,490	906,103	66%	473,387	906,103	762,251	(143,852)	-19%
ENGINEERING	383,850	248,794	65%	135,056	248,794	206,982	(41,812)	-20%
SANITATION PRIVATIZATION	1,825,000	957,966	52%	867,034	957,966	1,073,294	115,328	11%
DEBRIS COLLECTION EXPENSE	611,000	313,014	51%	297,986	313,014	353,165	40,150	11%
STREET LIGHTS	635,000	624,004	98%	10,996	624,004	498,942	(125,063)	-25%
OTHER TRANSFERS OUT	6,510,190	1,841,775	28%	4,668,415	1,841,775	1,699,132	(142,643)	-8%
OTHER NON-DEPARTMENTAL EXP	4,082,270	2,750,392	67%	1,331,878	2,750,392	2,846,207	95,816	3%
TOTAL EXPENDITURES	53,543,645	34,121,828	64%	19,421,817	34,121,828	32,172,865	(1,948,963)	-6%
REVENUE OVER/(UNDER EXPENDITURES	$ (3,075,300)	$ 4,399,740		$ 7,475,039	$ 4,399,740	$ 2,264,802	$ 2,134,938	

CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING JUNE 30, 2015

UTILITY FUND

	FY 14/15				FY 13/14		--Variance--	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES								
WATER REVENUES	$ 7,561,300	$ 4,849,435	64%	$ (2,711,865)	$ 4,849,435	$ 5,224,515	$ (375,081)	-7%
SEWER REVENUE	5,749,000	3,775,933	66%	(1,973,067)	3,775,933	3,953,021	(177,087)	-4%
INTEREST EARNED	453,560	287,287	63%	(166,273)	287,287	445,317	(158,030)	-35%
OTHER REVENUES	402,500	31,526	8%	(370,974)	31,526	46,098	(14,571)	-32%
TOTAL REVENUES	14,166,360	8,944,181	63%	(5,222,179)	8,944,181	9,668,951	(724,770)	-7%
EXPENDITURES								
BOND ISSUE INTEREST EXPENSE	1,648,930	668,954	41%	979,976	668,954	703,140	34,186	5%
BOND ISSUE PRINCIPAL	2,950,000	-	0%	2,950,000	-	-	-	0%
ADMINISTRATION EXP	641,810	509,405	79%	132,405	509,405	478,670	(30,735)	-6%
WATER PRODUCTION	2,083,370	1,092,545	52%	990,825	1,092,545	1,206,416	113,871	9%
WATER DISTRIBUTION EXP	2,492,580	1,412,137	57%	1,080,443	1,412,137	1,440,545	28,408	2%
SEWER PLANT EXP	2,314,410	1,655,883	72%	658,527	1,655,883	1,647,262	(8,621)	-1%
SEWER LIFT STATIONS	569,200	264,773	47%	304,427	264,773	423,991	159,218	38%
NON-DEPARTMENTAL EXP	1,510,560	800,368	53%	710,192	800,368	4,489,495	3,689,127	82%
TOTAL EXPEDITURES	14,210,860	6,404,065	45%	7,806,795	6,404,065	10,389,518	3,985,453	38%
REVENUE OVER/(UNDER) EXPENDITURES	$ (44,500)	$ 2,540,116		$ 2,584,616	$ 2,540,116	$ (720,567)	$ 3,260,683	

CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING JUNE 30, 2015

BRIDGE FUND 70

	FY 14/15					FY 13/14	-Variance-	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES								
BRIDGE TOLL REVENUES	$ 13,476,820	$ 9,456,758	70%	$ (4,020,062)	$ 9,456,758	$ 9,266,431	$ 190,328	2%
BRIDGE REVENUE FUND INTEREST EARNED	130,000	171,351	132%	41,351	171,351	161,053	10,298	6%
PESO EXCHANGE RATE INCOME	80,000	36,743	46%	(43,257)	36,743	60,414	(23,671)	-39%
RENTAL INCOME	145,000	137,950	95%	(7,050)	137,950	108,950	29,000	27%
TOLL TICKET SALES	10,000	8,248	82%	(1,752)	8,248	8,508	(260)	-3%
OTHER REVENUES	189,140	142,395	75%	(46,745)	142,395	175,298	(32,902)	-19%
TOTAL REVENUES	14,030,960	9,953,445	71%	(4,077,515)	9,953,445	9,780,652	172,793	2%
EXPENDITURES								
PERSONNEL	1,318,380	697,344	53%	621,036	697,344	582,348	(114,996)	-20%
SUPPLIES & MATERIALS	184,550	90,781	49%	93,769	90,781	101,093	10,311	10%
BUILDING & EQUIPMENT	895,000	110,890	12%	784,110	110,890	112,911	2,022	2%
REPAIRS & MAINTENANCE	39,000	11,155	29%	27,845	11,155	31,405	20,249	64%
EQUIPMENT RENTALS	13,000	1,964	15%	11,036	1,964	1,893	(71)	-4%
UTILITIES	70,000	40,825	58%	29,175	40,825	34,981	(5,845)	-17%
ELECTRICITY	5,000	-	0%	5,000	-	1,098	1,098	100%
VEHICLE USAGE	21,000	12,511	60%	8,489	12,511	14,208	1,697	12%
INSURANCE	100,000	28,098	28%	71,902	28,098	35,909	7,811	22%
DEBT SERVICE	987,000	104,278	11%	882,722	104,278	102,135	(2,143)	-2%
CONTRACTUAL SERVICES	279,920	89,093	32%	190,827	89,093	286,367	197,273	69%
OTHER CONTRACTUAL & SPECIAL SERVICES	2,296,890	553,850	24%	1,743,040	553,850	700,047	146,197	21%
TRANSFERS OUT	10,421,220	5,045,915	48%	5,375,305	5,045,915	5,370,450	324,535	6%
TOTAL EXPENDITURES	16,630,960	6,786,704	41%	9,844,256	6,786,704	7,374,844	588,140	8%
REVENUE OVER/(UNDER) EXPENDITURES	$ (2,600,000)	$ 3,166,741		$ 5,766,741	$ 3,166,741	$ 2,405,808	$ 760,933	

CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING JUNE 30, 2015

PEDC II	FY 14/15						—Variance—	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES								
SALES TAX	$ 3,745,000	$ 2,915,220	78%	$ (829,780)	$ 2,915,220	$ 2,640,233	$ 274,986	10%
RENTAL INCOME	30,000	41,056	137%	11,056	41,056	38,092	2,964	8%
INTEREST EARNED	13,610	9,308	68%	(4,302)	9,308	9,790	(483)	-5%
PHARR BIZ MEMBERSHIP	-	6,400	100%	6,400	6,400	-	6,400	100%
PHARR BIZ SPONSORSHIP		1,002	100%	1,002	1,002	-	1,002	100%
MISC INCOME	-	8,902	100%	8,902	8,902	30	8,872	29603%
CONTRIBUTED CAPITAL	-	-	0%	-	-	900,494	(900,494)	-100%
LOAN REVENUE	-	15,438	100%	15,438	15,438	114,150	(98,712)	-86%
GAIN ON SALE OF PROPERTY	-	-	0%	-	-	198,169	(198,169)	-100%
TML REIMBURSEMENT	-	2,214	100%	2,214	2,214	-	2,214	100%
TRANSFER IN - GENRAL FUND	-	13,573	0%	13,573	13,573	-	13,573	100%
TOTAL REVENUES	3,788,610	3,013,112	80%	(775,498)	3,013,112	3,900,959	(887,847)	-23%
EXPENDITURES								
PERSONNEL	377,940	247,153	65%	130,787	247,153	199,433	(47,721)	-24%
SUPPLIES & MATERIALS	19,000	16,236	85%	2,764	16,236	42,680	26,444	62%
BUILDING & EQUIPMENT	30,000	30,559	102%	(559)	30,559	26,271	(4,288)	-16%
EQUIPMENT RENTALS	5,500	2,625	48%	2,875	2,625	3,017	392	13%
UTILITIES	20,000	13,432	67%	6,568	13,432	11,787	(1,645)	-14%
VEHICLE USAGE	6,300	4,508	72%	1,792	4,508	4,840	331	7%
INSURANCE	10,000	6,244	62%	3,756	6,244	6,446	203	3%
CONTRACTUAL SERVICES	176,600	175,089	99%	1,511	175,089	82,285	(92,805)	-113%
OTHER CONTRACTUAL & SPECIAL SERVICES	1,889,560	1,518,665	80%	370,895	1,518,665	1,266,442	(252,223)	-20%
DEBT SERVICE	898,250	893,208	99%	5,042	893,208	553,381	(339,826)	-61%
TRANSFERS OUT	4,221,014	3,716,294	88%	504,720	3,716,294	3,003,404	(712,890)	-24%
TOTAL EXPENDITURES	7,654,164	6,624,013	87%	1,030,151	6,624,013	5,199,986	(1,424,027)	-27%
REVENUE OVER/(UNDER) EXPENDITURES	$ (3,865,554)	$ (3,610,901)		$ 254,653	$ (3,610,901)	$ (1,299,027)	$ (2,311,874)	

CITY OF PHARR
STATEMENT OF AVAILABLE RESOURCES
FOR PERIOD ENDING JUNE 30, 2015

	GENERAL FUND	WATER FUND	BRIDGE FUND	PEDC FUND
CASH				
OPERATING CASH	$ -	$ 382,248	$ 162,157	$ 713,793
CLAIM ON CASH	4,356,555	5,632,605	4,477,595	328,586
DUE FROM OTHER FUNDS	188,115	-	-	-
CHANGE FUND	2,650	2,300	4,500	-
TOTAL CASH	4,547,320	6,017,153	4,644,252	1,042,378
LIABILITIES				
ACCOUNTS PAYABLES	790,707	28,109	100,000	13,061
UTILITY ACCOUNTS	-	2,215,986	-	-
TOTAL LIABILITIES	790,707	2,244,095	100,000	13,061
TOTAL AVAILABLE RESOURCES	**$ 3,756,613**	**$ 3,773,058**	**$ 4,544,252**	**$ 1,029,318**

PREPARED BY: MARIA FIGUEROA

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
JUNE 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	15,196,742.72	-	146,783.18	995,013.03	93.85%	93.70%
2013 & PRIOR YRS	2,413,349.92	542,217.93	-	(28,609.28)	1,842,522.71	22.74%	21.91%
ROLLBACK	-	-	-	-	-	#DIV/0!	50.98%
TOTALS	18,458,322.49	15,738,960.65	-	118,173.90	2,837,535.74		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	154,893.84	(11,725.79)	CURRENT
CURRENT YEAR-P&I	22,688.30		
PRIOR YEARS-BASE TAX	44,814.08	458.89	PRIOR
PRIOR YEARS-P&I	20,832.18		
ROLLBACK	-	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	9,926.57		
TOTAL COLLECTIONS	253,154.97	(11,266.90)	
LESS TRANSFERRED	126,057.01		
LESS IN TRANSIT	121,559.81		
LESS DUE TO HCAD COMM. FEE	25.15		
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 JUNE 2015 IS CORRECT.

Pablo (Paul) Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

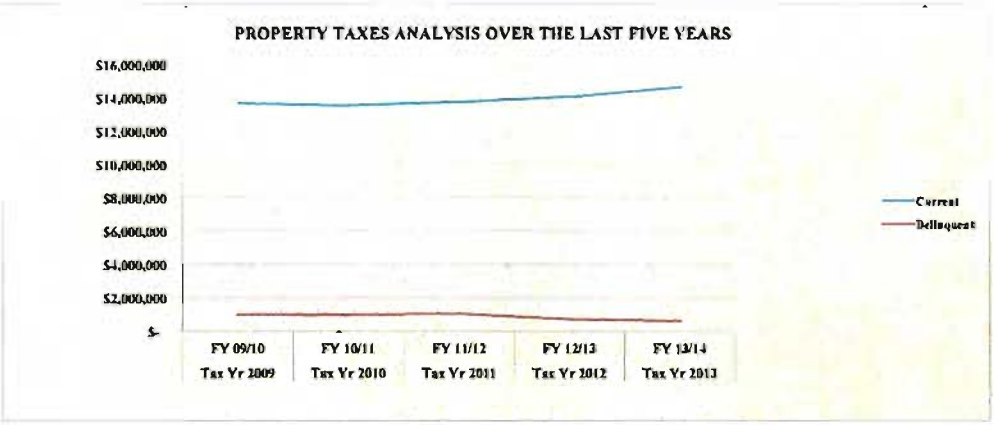
ASSESSOR & COLL. OF TAXES HIDALGO COUNTY

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF JULY 2015 A.D.

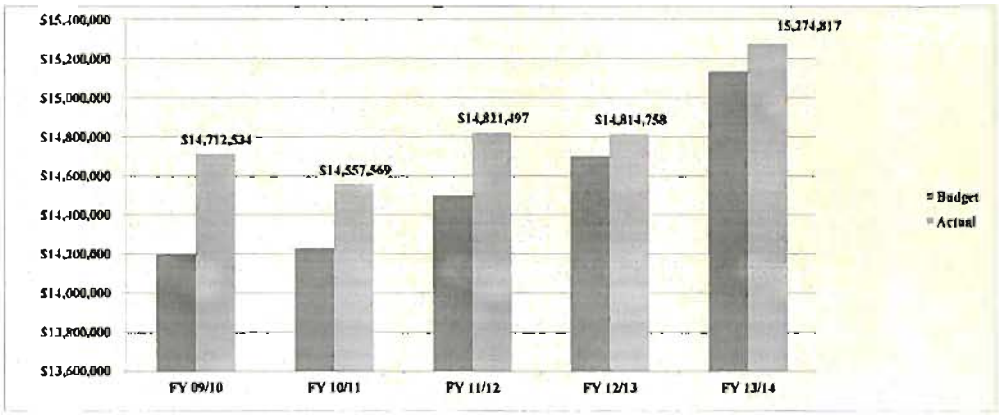
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NORMA LINDA BRIONES
Notary Public, State of Texas
My Commission Expires
AUGUST 22, 2016

-The following graph shows the trend of current and delinquent property taxes over the last five fiscal years.



-The following graph shows the comparison of property taxes budget versus actual for current and delinquent combined:



-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in June 30, 2015 compared to last fiscal year:

CURRENT

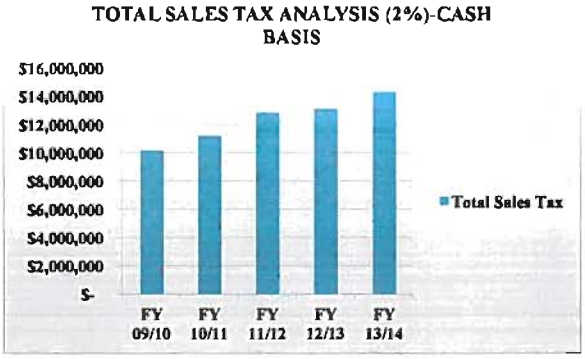
MONTH	Tax Yr 2013 FY 13/14	Tax Yr 2014 FY 14/15	Difference FY 14/15 - FY 13/14	
OCTOBER	$ 57,219	$ 33,762	$ (23,457)	
NOVEMBER	1,120,338	1,024,705	(95,633)	
DECEMBER	1,978,408	2,676,466	698,058	
JANUARY	5,664,949	4,841,143	(823,806)	
FEBRUARY	4,220,196	5,069,080	848,884	
MARCH	675,020	816,441	141,421	↑
APRIL	354,601	364,777	10,176	
MAY	149,307	213,397	64,090	
JUNE	126,519	127,760	1,241	
TOTAL	$ 14,346,557	$ 15,167,531	$ 820,974	5%

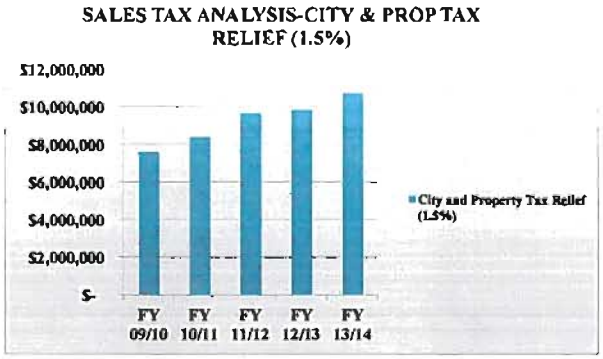
DELINQUENT

MONTH	Tax Yr 2013 FY 13/14	Tax Yr 2014 FY 14/15	Difference FY 14/15 - FY 13/14	
OCTOBER	$ 36,883	$ 50,143	$ 13,260	
NOVEMBER	66,580	71,250	4,670	
DECEMBER	62,131	69,164	7,033	
JANUARY	45,184	45,681	497	
FEBRUARY	67,453	59,523	(7,930)	
MARCH	68,515	71,968	3,453	↓
APRIL	50,740	47,780	(2,960)	
MAY	62,792	59,584	(3,208)	
JUNE	61,825	44,771	(17,054)	
TOTAL	$ 522,103	$ 519,864	$ (2,239)	0%

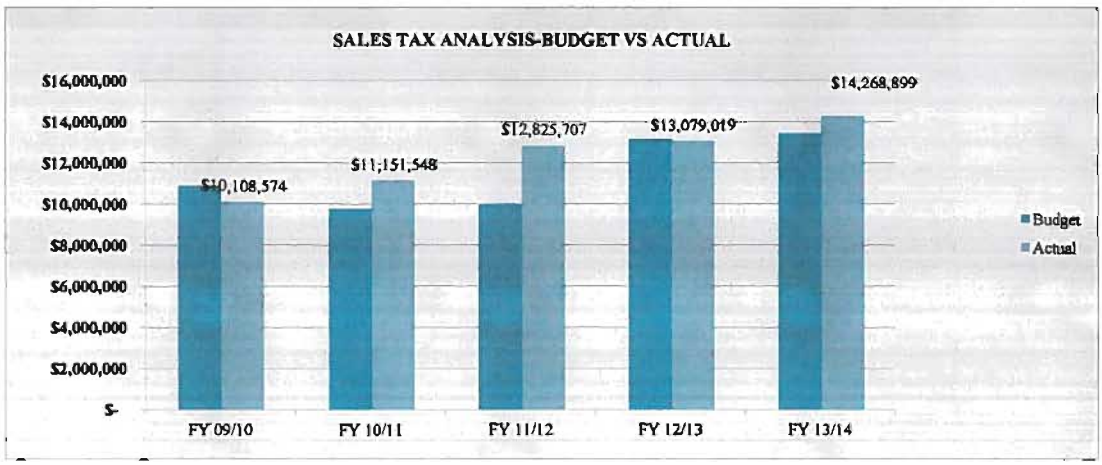
City of Pharr
Current Sales Tax Analysis - Cash Collections

-The following graph shows the trend of total sales tax over the last five fiscal years:





-The following graph shows the comparison of total sales taxes over the last five fiscal years:



-The following is the net favorable/ (unfavorable) change in sales taxes for the quarter ending in June 30, 2015 compared to last fiscal year:

TOTAL SALES TAX (1%) -CASH BASIS

MONTH	FY 13/14	FY 14/15	Difference FY 14/15- FY 13/14
OCTOBER	$ 1,095,399	$ 1,175,133	$ 79,734
NOVEMBER	1,064,491	1,272,920	208,429
DECEMBER	1,151,064	1,255,599	104,535
JANUARY	1,166,651	1,231,604	64,953
FEBRUARY	1,301,266	1,403,486	102,220
MARCH	1,090,660	1,244,493	153,833
APRIL	1,120,837	1,195,832	74,994
MAY	1,332,227	1,457,421	125,194
JUNE	1,239,819	1,424,397	184,578
TOTAL	$ 10,562,414	$ 11,660,884	$ 1,098,470

9%

SALES TAX-CITY & PROP RELIEF (1.5%) -CASH BASIS

MONTH	FY 13/14	FY 14/15	Difference FY 14/15- FY 13/14
OCTOBER	$ 821,549	$ 881,350	$ 59,801
NOVEMBER	798,368	954,690	156,322
DECEMBER	863,298	941,699	78,401
JANUARY	874,988	923,703	48,715
FEBRUARY	975,950	1,052,615	76,665
MARCH	817,995	933,370	115,375
APRIL	840,628	896,874	56,246
MAY	999,180	1,093,066	93,886
JUNE	929,864	1,068,297	138,433
TOTAL	$ 7,921,820	$ 8,745,663	$ 823,843

9%

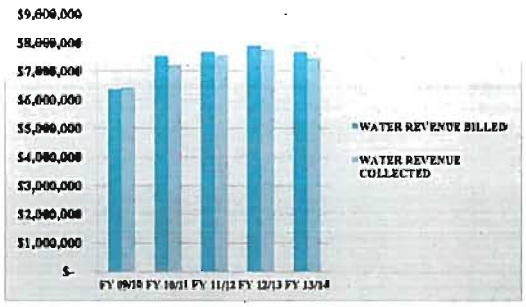
SALES TAX STATE COLLECTION RGV COMPARISON -JUNE 2015

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	$ 1,424,396.56	$ 1,239,818.57	14.89%	$ 7,957,232.36	$ 7,251,460.72	9.73%
2	Edinburg	1,582,767.61	1,515,235.89	4.46%	10,186,165.26	9,544,069.69	6.73%
3	Harlingen	1,761,804.49	1,705,190.61	3.32%	11,239,063.95	11,005,078.46	2.13%
5	Brownsville	2,854,152.11	2,947,823.07	-3.18%	18,506,057.98	17,998,733.27	2.82%
6	San Juan	280,026.83	290,175.74	-3.50%	1,674,106.74	1,619,711.35	3.36%
7	Weslaco	924,081.21	961,718.22	-3.91%	6,262,106.16	5,982,359.84	4.68%
8	McAllen	4,779,422.77	5,060,901.86	-5.56%	32,965,628.63	32,545,258.32	1.29%
4	Mission	1,176,249.19	1,294,797.04	-9.16%	7,691,663.99	8,026,885.95	-4.18%
10	Alamo	258,279.71	289,977.54	-10.93%	1,810,316.55	1,877,093.40	-3.56%
9	Mercedes	517,419.64	693,529.35	-25.39%	4,091,447.52	4,160,901.76	-1.67%
			Rank Based on Calendar Year 2015 To Date Activity				
1	Pharr	$ 1,424,396.56	$ 1,239,818.57	14.89%	$ 3,879,583.26	$ 3,558,577.69	9.02%
2	Edinburg	1,582,767.61	1,515,235.89	4.46%	10,186,165.26	9,544,069.69	6.73%
3	Weslaco	924,081.21	961,718.22	-3.91%	6,262,106.16	5,982,359.84	4.68%
4	San Juan	280,026.83	290,175.74	-3.50%	1,674,106.74	1,619,711.35	3.36%
5	Brownsville	2,854,152.11	2,947,823.07	-3.18%	18,506,057.98	17,998,733.27	2.82%
6	Harlingen	1,761,804.49	1,705,190.61	3.32%	11,239,063.95	11,005,078.46	2.13%
7	McAllen	4,779,422.77	5,060,901.86	-5.56%	32,965,628.63	32,545,258.32	1.29%
8	Mercedes	517,419.64	693,529.35	-25.39%	4,091,447.52	4,160,901.76	-1.67%
9	Alamo	258,279.71	289,977.54	-10.93%	1,810,316.55	1,877,093.40	-3.56%
10	Mission	1,176,249.19	1,294,797.04	-9.16%	7,691,663.99	8,026,885.95	-4.18%
HIDALGO COUNTY		$ 11,880,630.13	$ 12,112,848.14	-1.95%	$ 78,267,122.71	$ 75,944,099.20	2.97%
STATE TOTALS		$ 409,490,384.25	$ 404,579,927.39	1.20%	$ 2,635,027,183.05	$ 2,499,429,720.16	5.15%

City of Pharr
Utility Revenue Activity Analysis - Cash Collections

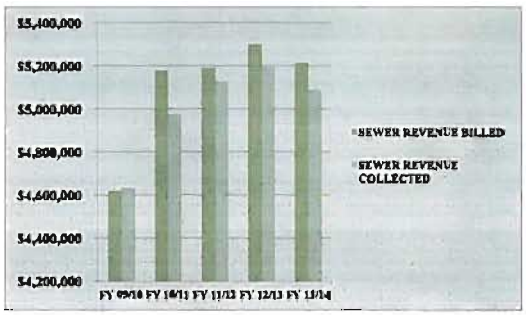
-The following graphs show the trend for Utility Revenue Activity for the last five fiscal years.

WATER



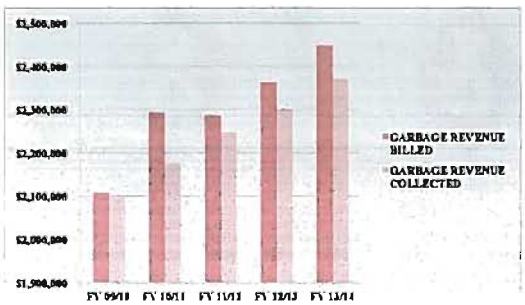
	BILLED REVENUE				COLLECTED REVENUE			
	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14		FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14	
OCTOBER	$ 594,403	$ 565,264	$ (29,139)		$ 705,548	$ 715,320	$ 9,772	
NOVEMBER	665,355	620,929	(44,426)		489,075	473,079	(15,996)	
DECEMBER	587,097	536,681	(50,416)		623,822	646,806	22,984	
JANUARY	601,468	602,693	1,225		703,033	563,830	(139,203)	
FEBRUARY	598,062	557,186	(40,876)		537,211	537,207	(4)	
MARCH	564,446	557,503	(6,943)		590,503	613,958	23,455	
APRIL	586,985	595,248	8,263		575,834	508,127	(67,707)	
MAY	648,905	558,804	(90,101)		610,080	556,062	(54,018)	
JUNE	674,527	571,352	(103,175)		615,149	557,422	(57,727)	
	$ 5,521,248	$ 5,165,660	$ (355,588)	-7%	5,450,255	5,171,811	$ (278,444)	-5%

SEWER



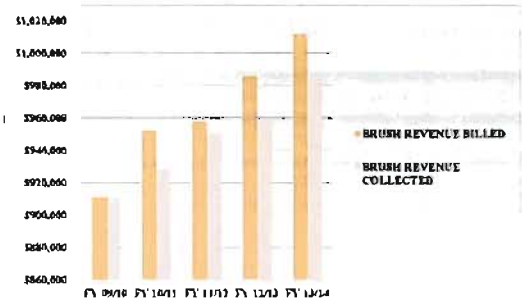
	BILLED REVENUE				COLLECTED REVENUE			
	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14		FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14	
OCTOBER	$ 414,618	$ 403,898	$ (10,720)		$ 470,808	$ 475,882	$ 5,074	
NOVEMBER	446,241	433,023	(13,218)		339,909	339,305	(604)	
DECEMBER	409,621	389,454	(20,167)		420,173	451,602	31,429	
JANUARY	414,975	421,270	6,295		486,066	399,742	(86,324)	
FEBRUARY	416,384	402,658	(13,726)		378,128	384,935	6,807	
MARCH	402,891	404,079	1,188		420,086	440,110	20,024	
APRIL	414,063	425,467	11,404		408,123	367,471	(40,652)	
MAY	442,052	402,719	(39,333)		421,677	398,892	(22,785)	
JUNE	452,978	409,126	(43,852)		413,633	403,272	(12,361)	
	$ 3,813,823	$ 3,691,694	$ (122,129)	-3%	$ 3,760,603	$ 3,661,211	$ (99,392)	-3%

GARBAGE



	BILLED REVENUE				COLLECTED REVENUE			
	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14		FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14	
OCTOBER	$ 200,045	$ 208,520	$ 8,475		$ 206,923	$ 210,789	$ 3,866	
NOVEMBER	200,077	206,652	6,575		162,340	173,381	11,041	
DECEMBER	201,179	207,773	6,594		189,879	218,424	28,545	
JANUARY	201,473	208,482	7,009		232,838	203,631	(29,207)	
FEBRUARY	202,730	208,684	5,954		187,494	197,644	10,150	
MARCH	202,643	209,817	7,174		204,178	222,886	18,708	
APRIL	207,283	214,797	7,514		200,765	188,536	(12,229)	
MAY	206,271	213,538	7,267		204,577	202,188	(2,389)	
JUNE	206,269	212,935	6,666		195,827	214,463	18,636	
	$ 1,827,970	$ 1,891,198	$ 63,228	3%	$ 1,784,821	$ 1,831,942	$ 47,121	3%

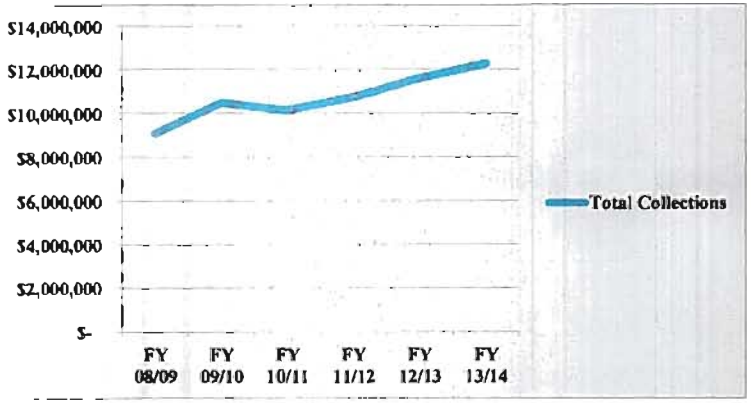
BRUSH



	BILLED REVENUE				COLLECTED REVENUE			
	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14		FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14	
OCTOBER	$ 82,895	$ 84,796	$ 1,901		$ 85,859	$ 87,963	$ 2,104	
NOVEMBER	83,144	84,892	1,748		68,583	71,824	3,241	
DECEMBER	83,620	85,701	2,081		81,320	91,281	9,961	
JANUARY	83,756	85,761	2,005		98,259	83,515	(14,744)	
FEBRUARY	84,104	85,954	1,850		75,098	80,420	5,322	
MARCH	84,127	86,093	1,966		84,766	92,246	7,480	
APRIL	85,511	87,611	2,100		83,001	77,106	(5,895)	
MAY	84,887	87,024	2,137		84,856	83,053	(1,803)	
JUNE	84,910	86,871	1,961		81,275	87,912	6,637	
	$ 756,954	$ 774,703	$ 17,749	2%	$ 743,017	$ 755,320	$ 12,303	2%

City of Pharr
Bridge Revenue Activity Analysis - Toll Collections

TREND ANALYSIS FOR TOLL COLLECTIONS FOR THE LAST SIX YEARS:

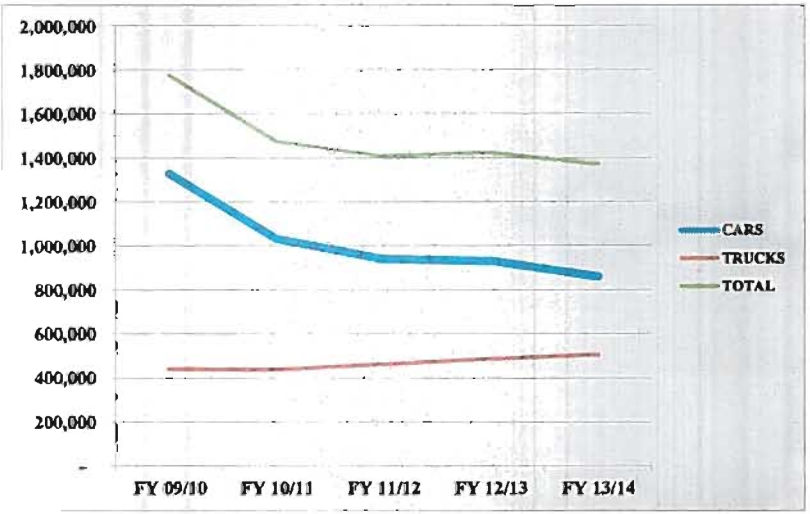


TOTAL TOLL COLLECTIONS PRIOR AND CURRENT YEAR

MONTH	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14
OCTOBER	$ 1,012,944	$ 1,112,465	$ 99,521
NOVEMBER	951,265	996,402	45,137
DECEMBER	953,943	1,013,369	59,426
JANUARY	1,039,081	1,070,398	31,317
FEBRUARY	993,704	1,011,691	17,987
MARCH	1,108,395	1,125,555	17,160
APRIL	1,084,321	1,045,981	(38,340)
MAY	1,059,589	1,035,915	(23,674)
JUNE	1,041,733	1,044,983	3,250
TOTAL	$ 9,244,975	$ 9,456,759	$ 211,784

2%

TRUCKS AND CARS CROSSINGS TREND OVER THE LAST FIVE FISCAL YEARS:



TRUCKS AND CARS CROSSINGS PRIOR AND CURRENT YEAR

MONTH	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14
OCTOBER	120,899	117,919	(2,980)
NOVEMBER	116,156	109,074	(7,082)
DECEMBER	117,153	114,347	(2,806)
JANUARY	114,483	109,643	(4,840)
FEBRUARY	107,225	100,053	(7,172)
MARCH	121,253	113,189	(8,064)
APRIL	116,546	107,157	(9,389)
MAY	113,439	109,330	(4,109)
JUNE	111,245	109,330	(1,915)
TOTAL	1,038,399	990,042	(48,357)

-2%

TRUCKS	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14
	381,130	395,495	14,365

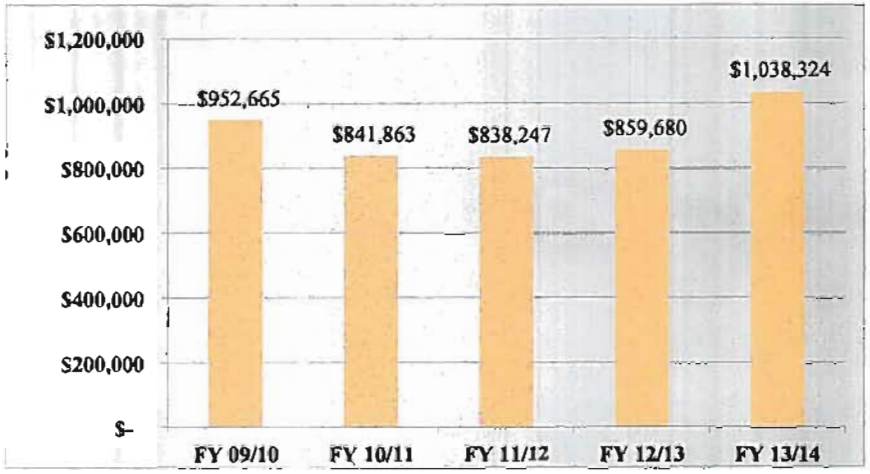
4%

CARS	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14
	657,269	595,120	(62,149)

-10%

City of Pharr
Municipal Court Collections

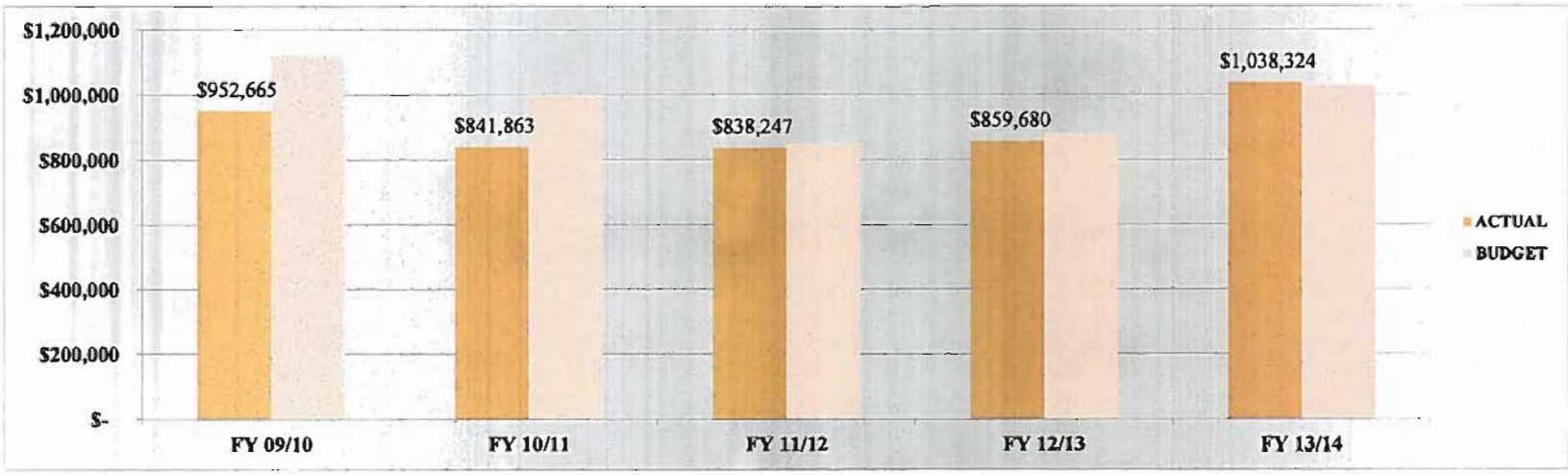
-Collection revenue five fiscal year comparison:



MONTH	FY 13/14	FY 14/15	Difference FY 14/15-FY 13/14
OCTOBER	$ 82,563	$ 66,620	$ (15,943)
NOVEMBER	75,287	55,841	(19,446)
DECEMBER	95,093	64,686	(30,407)
JANUARY	80,343	88,664	8,321
FEBRUARY	117,935	149,837	31,902
MARCH	102,993	165,967	62,974
APRIL	81,434	108,604	27,170
MAY	69,150	93,344	24,194
JUNE	65,294	74,863	9,569
TOTAL	$ 770,092	$ 868,426	$ 98,334

11%

-Budget vs Actual five fiscal year comparison:



CITY OF PHARR
GENERAL LEDGER STATUS REPORT
NON AUDITED BUDGET VS. ACTUAL
FOR PERIOD ENDING JUNE 30, 2015

PHARR EVENT CENTER

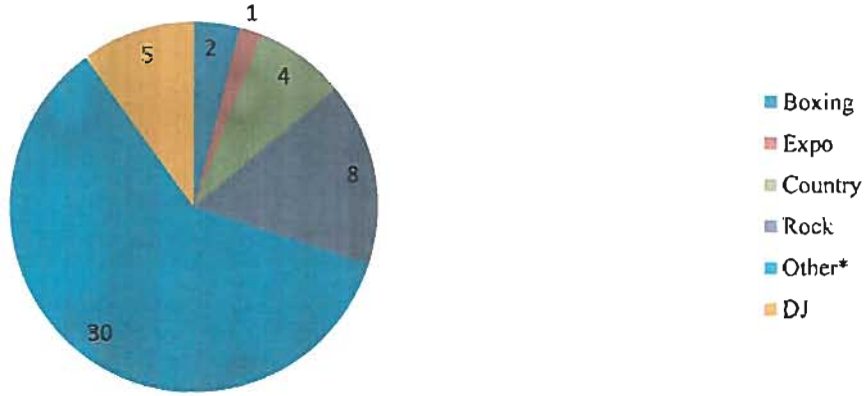
	FY 14/15						Variance	
	ANNUAL BUDGET	Y-T-D ACTUAL	PERCENT OF BUDGET	BALANCE	Y-T-D ACTUAL	Prior FY Y-T-D Actual	Amount	Percent
REVENUES								
PHARR EVENT CENTER RENTAL	$ 100,000	$ 69,550	70%	$ (30,450)	$ 69,550	$ 58,595	$ 10,955	19%
PHARR EVENT CENTER -FF	75,000	46,606	62%	(28,394)	46,606	28,124	18,482	66%
PHARR EVENT CENTER - CONS FEES	90,000	71,996	80%	(18,004)	71,996	93,192	(21,196)	-23%
PHARR EVENT CENTER -NAMING RIGHTS	100,000	83,333	83%	(16,667)	83,333	-	83,333	100%
PHARR EVENT CENTER - ADVERTISING	54,000	36,167	67%	(17,833)	36,167	41,714	(5,547)	-13%
TICKETMASTER REVENUE SHARING	-	5,227	100%	5,227	5,227	6,596	(1,368)	-21%
EVENT REVENUE-BOX OFFICE	-	14,682	100%	14,682	14,682	-	14,682	100%
OTHER REVENUE	230,000	130,356	57%	(99,644)	130,356	58,086	72,270	124%
TOTAL REVENUES	649,000	457,918	71%	(191,082)	457,918	286,307	171,611	60%
EXPENDITURES								
PERSONNEL	420,830	267,991	64%	152,839	267,991	288,602	20,611	7%
SUPPLIES & MATERIALS	36,820	26,372	72%	10,448	26,372	26,527	155	1%
BUILDING MAINTENANCE	26,000	16,352	63%	9,648	16,352	22,525	6,173	27%
EQUIPMENT RENTALS	1,000	210	21%	790	210	1,894	1,683	89%
ADVERTISING	18,000	16,461	91%	1,539	16,461	62,486	46,025	74%
PARTNERSHIP EXPENSE	-	-	0%	-	-	44,812	44,812	100%
AUTOMOTIVE	2,600	1,871	72%	729	1,871	1,879	8	0%
UTILITIES	10,000	2,362	24%	7,638	2,362	2,955	593	20%
ELECTRICITY	55,000	46,535	85%	8,465	46,535	42,696	(3,839)	-9%
CONTRACTUAL SERVICES	51,790	40,064	77%	11,726	40,064	46,517	6,453	14%
INSURANCE	5,000	2,721	54%	2,279	2,721	3,377	655	19%
EVENT CENTER STAFFING / RENTAL	4,000	8,142	204%	(4,142)	8,142	167,707	159,565	95%
OTHER CONTRACTUAL & SPECIAL SERVICES	16,000	13,741	86%	2,259	13,741	26,805	13,063	49%
CAPITAL OUTLAY	1,960	-	0%	1,960	-	-	-	0%
TOTAL EXPENDITURES	649,000	442,824	68%	206,849	442,824	738,781	295,958	40%
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ 15,094		$ 15,767	$ 15,094	$ (452,474)	$ 467,568	

City of Pharr

Pharr Event Center Attendance by Event Type as of June 30, 2015

Ticketed Event Type	Number of Events	Attendance	Total Concession**	Average Concession per Event
Boxing	2	2,332	$ 7,142	$ 3,571
Expo	1	515	$ 1,814	$ 1,814
Country	4	3,833	$ 17,698	$ 4,425
Rock	8	7,722	$ 27,612	$ 3,452
Other*	30	1,621	$ 5,005	$ 167
DJ	5	11,837	$ 13,596	$ 2,719
	50	**27,860**	**$ 72,867**	**$ 1,457**

Number of Events



* Other Events Include non-profits, sponsorships, hair shows, christian concerts and chruch events.

CITY OF PHARR

HOTEL/MOTEL OCCUPANCY TAX

	Q4-2011	Q1-2012	Q2-2012	Q3-2012	Q4-2012	Q1-2013	Q2-2013	Q3-2013	Q4-2013	Q1-2014	Q2-2014	Q3-2014	Q4-2014	Q1-2015	Q2-2015	Q3-2015
Americas Best Value Inn / Pharr Inn & Suites	$ 8,028	$ 8,386	$ 8,128	$ 8,128	$ 7,885	$ 8,413	$ 7,958	$ 5,536	$ 5,316	$ 6,577	$ 5,053	$ 5,774	$ 7,019	$ 7,315		
Quality Inn / Comfort Inn	7,706	9,297	10,717	10,249	7,502	8,724	8,351	10,890	9,068	10,767	9,208	10,984	12,349	13,361		
Country Hearth Inn / Knights Inn & Suites	3,565	4,321	4,093	4,771	4,558	4,136	4,124	4,885	4,813	5,617	5,772	7,019	6,250	6,695		
Country Inn & Suites	9,509	3,811	HOTEL NAME CHANGED TO LA QUINTA INN No. 2													
Fairwinds Executive Inn	7,310	6,883	8,196	7,036	7,913	8,588	7,091	7,869	8,828	7,314	7,118	8,869	8,940	7,842	8,442	
Hampton Inn & Suites	26,686	31,803	35,784	28,029	33,571	33,380	31,608	35,865	40,988	38,233	34,019	48,213	53,464	49,019		
Holiday Inn Express	29,325	36,679	37,403	29,474	33,332	34,864	35,449	34,890	37,337	40,574	40,165	41,198	41,333	41,947		
King 9 Motel	2,346	2,144	2,532	3,020	3,227	2,753	2,578	2,269	2,719	2,198	2,453	2,285	2,500	2,397		
La Quinta Inn	32,424	32,056	31,270	23,584	21,457	32,085	27,074	31,262	34,905	33,462	35,621	38,963	45,959	35,839	34,819	
La Quinta Inn # 2		10,966	17,346	15,652	15,639	17,812	13,813	16,832	18,723	20,369	19,875	22,406	23,744	32,233	18,000	
Motel 6	19,744	22,625	25,922	22,349	22,403	20,229	20,857	21,048	22,640	21,151	23,654	24,167	23,040	23,234	26,501	
Peon-Ann Hotel	1,845	2,031	2,184	1,965	2,182	2,325	2,146	2,146	2,007	2,092	2,198	2,040		3,638		
Pharr Executive Inn	1,536	1,422	1,364	1,545	1,269	1,486	1,155	1,202	1,134	1,406	1,143	1,241	1,056	1,173		
Pharr Plaza Hotel	5,047	5,241	5,446	5,421	4,979	5,454	5,189	5,114	4,999	5,107	5,517	5,499	5,226	5,596		
Red Roof Inn	9,176	10,044	11,447	10,261	10,378	11,046	10,650	13,377	13,278	13,199	12,893	13,952	13,160	14,116	10,197	
Silver Spur	CLOSED HOTEL				CLOSED HOTEL				CLOSED HOTEL				CLOSED HOTEL			
Sun Deck Motel	973	1,115	1,136	1,287	1,743	1,199	1,296	1,539	1,679	1,497	1,538	1,644	1,875	1,580		
Travelodge	10,268	12,308	14,742	14,483	14,197	12,626	9,196	10,919	12,623	9,814	11,265	10,000	11,495	11,234	9,995	
Value Place	6,540	7,097	6,914	6,270	6,756	6,557	4,476	7,794	9,061	10,657	10,782	11,985	11,832	10,634		
Vecchio Motel	910	813	778	NO PAYMENT HAS BEEN RECEIVED												
	$ 182,941	$ 209,042	$ 225,402	$ 193,521	$ 198,992	$ 211,678	$ 193,012	$ 213,437	$ 230,118	$ 230,014	$ 228,274	$ 256,240	$ 269,242	$ 267,882	$ 107,954	$ -
				$ 202,726				$ 204,280				$ 236,162				$ 215,026
				FY 11/12				FY 12/13				FY 13/14				FY 14/15
				$ 810,906				$ 817,119				$ 944,647				$ 645,078
				0.00				6,213				127,528				(43,329)
				0%				1%				14%				-7%
				790,000				790,000				790,000				790,000
				810,906				817,119				944,647				645,078
				103%				103%				120%				82%

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QUARTERLY UPDATES

Pharr

			Budget/Est. Contract Price	PRIOR YEARS	FY 14/15	Total Paid	Retainage Prior FY	Retainage This FY	Retainage Total	Balance To Be Paid	% Complete
		BRIDGE									
1	1	Entrance Booth/RD Expansion									
		Engineering	$ 190,000	$ -	$ 32,280	$ 32,280	$ -	$ -	$ -	$ 157,720	17.0%
		Construction	$ 2,397,430	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
2	2	ITS CBI Project									
		Engineering	$ 422,689	$ 292,403	$ 4,800	$ 297,203	$ -	$ -	$ -	$ 125,486	70.3%
		Construction *80% grant*	$ 1,034,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,034,000	0.0%
		Other	$ 8,455	$ 8,455		$ 8,455	$ -	$ -	$ -	$ -	100.0%
3	3	Northbound Lane II									
		Engineering	$ 166,579	$ 85,250	$ -	$ 85,250	$ -	$ -	$ -	$ 81,329	51.2%
		Construction *80% grant*	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 750,000	0.0%
		Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
4	4	Fastlane Improvements (northbound lane)									
		Engineering	$ 45,433	$ 26,281	$ 19,152	$ 45,433	$ -	$ -	$ -	$ -	100.0%
		Construction	$ 80,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,000	0.0%
		Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		TOTAL BRIDGE	$ 5,094,586	$ 412,389	$ 56,233	$ 468,622	$ -	$ -	$ -	$ 2,228,535	9.2%
		UTILITY									
		SEWER LINE VIDEOING									
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
5	1	Construction	$ 150,000	$ -	$ 129,961	$ 129,961	$ -	$ -	$ -	$ 20,039	86.6%
6	2	WATER TRANSMISSION MAINS									
		Engineering Engineering									
		Construction Mgmnt	$ 1,077,000	$ 566,115	$ 130,525	$ 696,640	$ -	$ -	$ -	$ 380,360	64.7%
		Construction Contractor	$ 10,608,590	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		Other Construction	$ -	$ -	$ -	$ -					
		Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
7	3	WATER TREATMENT PLANT									
		Engineering Engineering	$ 1,409,776	$ 1,409,776	$ -	$ 1,409,776	$ -	$ -	$ -	$ 1	100.0%
		Construction Mgmnt	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Construction	$ 13,296,037	$ 12,343,606	$ 351,203	$ 12,694,809	$ 601,227	$ -	$ 601,227	$ 1	100.0%
8	4	LBJ Watertower Rehab									
		Engineering	$ 51,000	$ 51,000	$ -	$ 51,000	$ -	$ -	$ -	$ -	
		Construction	$ 1,298,960	$ 1,298,960	$ -	$ 1,298,960	$ -	$ -	$ -	$ -	100.0%
		Other	$ 183,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 183,000	
9	5	Northside Utility Transmission Lines									
		Engineering	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,000	0.0%
		Construction	$ 10,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000,000	0.0%
		Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10	6	Southside WW Collection									
		Engineering	$ 1,220,000	$ 1,165,000	$ -	$ 1,165,000	$ -	$ -	$ -	$ 55,000	95.5%
		Construction	$ 13,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,500,000	0.0%
		Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
11	7	Lift Station N. 25									
		Engineering	$ -	$ -	$ 45,370	$ 45,370	$ -	$ -	$ -	$ (45,370)	
		Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		TOTAL UTILITY	$ 53,594,363	$ 16,834,457	$ 657,060	$ 17,491,516	$ 601,227	$ -	$ 601,227	$ 24,893,030	33.8%

		Budget/Est. Contract Price	PRIOR YEARS	FY 14/15	Total Paid	Retainage Prior FY	Retainage This FY	Retainage Total	Balance To Be Paid	% Complete
	GOVERNMENTAL									
13	1 Sam Houston Widening									
	Engineering	$ 287,269	$ 290,239	$ -	$ 290,239	$ -	$ -	$ -	$ (2,970)	101.0%
	Texas Department of Transportation	$ -	$ 277,440	$ -	$ 277,440	$ -	$ -	$ -	$ -	
	Construction Road	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ -		0.0%
	Utilities	$ 280,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 280,000	0.0%
	Other	$ 180,000	$ 4,300	$ -	$ 4,300	$ -	$ -	$ -	$ 175,700	2.4%
14	2 Owassa Road									
	Engineering	$ 807,089	$ 438,022	$ 136,553	$ 574,575	$ -	$ -	$ -	$ -	71.2%
	Construction	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Other	$ -	$ 43,955	$ -	$ 43,955	$ -	$ -	$ -	$ -	
15	3 Rancho Blanco									
	Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Construction	$ 130,000	$ 110,169	$ -	$ 110,169	$ -	$ -	$ -	$ 39,831	100.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
16	4 Downtown Drainage (TDRA)									
	Engineering *was 100% grant*	$ 248,818	$ 249,007	$ -	$ 249,007	$ -	$ -	$ -	$ -	100.1%
	Construction *was 100% grant*	$ 2,072,950	$ 1,010,758	$ -	$ 1,010,758	$ 116,355	$ -	$ -	$ -	48.8%
	Other	$ 8,500	$ 8,500	$ -	$ 8,500	$ -	$ -	$ -	$ -	100.0%
16	5 Pharr Commercial Park									
	Engineering	$ 34,823	$ 37,181	$ 21,308	$ 58,489	$ -	$ -	$ -	$ (23,666)	
	Construction	$ 1,155,000	$ 855,493	$ 247,053	$ 1,102,546	$ 23,879	$ 29,476	$ 53,355	$ -	100.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
17	6 Hike Path Stripping									
	Engineering	$ -	$ 44,000	$ 7,471	$ 51,471	$ -	$ -	$ -	$ (51,471)	
	Construction	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000	
	Other	$ -	$ 2,101	$ -	$ 2,101	$ -	$ -	$ -	$ (2,101)	
18	7 Civic Center Tennis Court									
	Engineering	$ 20,000	$ -	$ 46,185	$ 46,185					
	Construction	$ 80,000	$ -	$ -	$ -					
	Other									
19	8 North Side Park									
	Engineering	$ -	$ 2,648	$ 4,464	$ 7,112	$ -	$ -	$ -	$ (7,112)	
	Construction	$ 741,988	$ 652,020	$ 54,647	$ 706,667	$ 16,799	$ 18,522	$ 35,321	$ -	100.0%
	Other	$ -	$ -	$ 1,558	$ 1,558	$ -	$ -	$ -	$ (1,558)	
20	9 Transmaratime Subdivision									
	Engineering	$ 4,990	$ 6,559	$ 700	$ 7,259	$ -	$ -	$ -	$ (2,269)	
	Construction	$ 400,424	$ 148,815	$ 11,697	$ 160,512	$ -	$ -	$ -	$ -	40.1%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
21	10 Dora Park									
	Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Construction	$ -	$ 153,739	$ 24,015	$ 177,754	$ -	$ -	$ -	$ -	
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
22	11 South Sidewalk Thomas									
	Engineering	$ -	$ -	$ 7,051	$ 7,051	$ -	$ -	$ -	$ (7,051)	
	Construction	$ 303,758	$ 56,549	$ 232,879	$ 289,428	$ 2,827	$ 11,503	$ 14,330	$ -	100.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
23	12 Fire Station Shelter									
	Engineering	$ -	$ 68,500	$ -	$ 68,500	$ -	$ -	$ -	$ (68,500)	
	Construction	$ 1,800,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
24	13 Jones Bus Shelter									
	Engineering	$ -	$ 97,670	$ -	$ 97,670	$ -	$ -	$ -	$ (97,670)	
	Construction	$ 1,800,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
25	14 Police Driveway									
	Engineering	$ -	$ -	$ 2,320	$ 2,320	$ -	$ -	$ -	$ (2,320)	
	Construction	$ 205,091	$ 87,093	$ 117,998	$ 205,091	$ -	$ -	$ -	$ -	100.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
26	15 Traffic Signal Sioux Rd									
	Engineering	$ -	$ -	$ 16,900	$ 16,900	$ -	$ -	$ -	$ (16,900)	
	Construction	$ 175,000	$ -	$ 1,235	$ 1,235	$ -	$ -	$ -	$ -	0.7%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
27	16 Skate Park									
	Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Construction	$ 25,000	$ -	$ 4,500	$ 4,500	$ -	$ -	$ -	$ -	18.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
28	17 Cepeda Las Milpas									
	Engineering	$ -	$ -	$ 11,034	$ 11,034	$ -	$ -	$ -	$ (11,034)	
	Construction	$ 1,618,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	Other	$ -	$ -	$ 648,757	$ 648,757	$ -	$ -	$ -	$ (648,757)	
29	18 South Library									
	Engineering	$ -	$ -	$ 9,450	$ 9,450	$ -	$ -	$ -	$ (9,450)	
	Construction	$ 4,662,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
30	19 Downtown Lighting									
	Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Construction	$ 700,000	$ -	$ 88,000	$ 88,000	$ -	$ -	$ -	$ -	12.6%
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
31	20 Waste Management Relocation									
	Engineering	$ 70,000	$ -	$ 5,524	$ 5,524	$ -	$ -	$ -	$ 64,476	7.9%
	Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	TOTAL GOVERNMENTAL	$ 18,372,500	$ 4,644,758	$ 1,701,297	$ 6,346,055	$ 159,860	$ 59,501	$ 103,006	$ (192,821)	35.2%
	PEDC II									
32	1 PEDC Building									
	Construction	$ -	$ 201,557	$ 169,776	$ 371,333					
	TOTAL PEDC	$ -	$ 201,557	$ 169,776	$ 371,333	$ -	$ -	$ -	$ -	
	TOTAL CITY-WIDE	$ 77,021,615	$ 22,093,140	$ 2,584,365	$ 24,677,504	$ 761,087	$ 59,501	$ 704,233	$ 26,938,909	33.0%

CITY OF PHARR
OUTSTANDING DEBT ISSUANCES
AS OF JUNE 30, 2015

Debt Type	Series	Interest Rate(s)	Date of Maturity	Original Issuance	Unspent Proceeds	Debt Issuances Maturity Info: Principal Budgeted This FY	Balance After This FY Principal	Total Outstanding As of June 30, 2015
GENERAL FUND								
Certificates of Obligation	2011	3.00%	8/15/2015	$ 2,220,000	$ -	$ 580,000	$ -	$ 580,000
General Obligation Refunding Bonds	2005B	3.50%	8/15/2021	16,110,000	-	1,005,000	9,710,000	10,715,000
				$ 18,330,000	**$ -**	**$ 1,585,000**	**$ 9,710,000**	**$ 11,295,000**
INTERNATIONAL BRIDGE								
Tax & Bridge Revenue Refunding	2005A	3.63%	8/15/2022	$ 9,755,000	-	$ 555,000	$ 4,580,000	$ 5,135,000
				$ 9,755,000	**$ -**	**$ 555,000**	**$ 4,580,000**	**$ 5,135,000**
WATER & SEWER								
Junior Lien Revenue Bonds	1988	0.00%	9/1/2013	$ 3,260,000	$ -	$ -	$ -	$ -
Revenue Bonds CWSRF	2007	2.90%	9/1/2027	29,000,000	-	1,005,000	22,465,000	23,470,000
Revenue Bonds DWSRF	2007A	2.35%	9/1/2027	13,310,000	-	470,000	10,795,000	11,265,000
Revenue Bonds NADBank	2007B	3.75%	9/1/2027	10,000,000	237,895	440,000	6,790,000	7,230,000
Revenue Refunding Bonds	2008	3.60%	9/1/2018	6,430,000	-	780,000	1,310,000	2,090,000
Revenue Bonds DWSRF	2013	2.71%	9/30/2042	8,725,000	8,028,360	255,000	8,215,000	8,470,000
				$ 70,725,000	**$ 8,266,255**	**$ 2,950,000**	**$ 49,575,000**	**$ 52,525,000**
CDBG- HUD SECTION 108								
$5,600,000 HUD Section 108	2011	2.00%	8/1/2031	$ 5,600,000	$ -	$ 294,000	$ 4,718,000	$ 5,012,000
				$ 5,600,000	**$ -**	**$ 294,000**	**$ 4,718,000**	**$ 5,012,000**
PPFC # 1								
Frost Bank Promissory Note	N/A	3.25%	9/30/2016	$ 15,000,000	$ -	$ 600,000	$ 10,429,881	$ 10,429,881
				$ 15,000,000	**$ -**	**$ 600,000**	**$ 10,429,881**	**$ 10,429,881**
PEDC								
Certificates of Obligation****	2012	4.00%	8/15/2032	$ 7,625,000	$ -	$ 305,000	$ 6,720,000	$ 7,025,000
				$ 7,625,000	**$ -**	**$ 305,000**	**$ 6,720,000**	**$ 7,025,000**
City-Wide Total				**$ 127,035,000**	**$ 8,266,255**	**$ 6,289,000**	**$ 85,732,881**	**$ 91,421,881**

***Issued by the City of Pharr but paid by PEDC.

CITY OF PHARR
OUTSTANDING CAPITAL LEASES/BANK LOANS
AS OF JUNE 30, 2015

	Lease Company	Leased During FY	Length of Lease	Maturity Date	Interest Rate	Lease Amount	Lease Balance	Payments - P&I Monthly	Payments - P&I Annual
					PAID				
1-	SunTrust	07/08	7 Yrs	11/14/2014	3.87%	$ 2,322,000	$ -	$ -	$ -
	Distribution/Owners:		General Fund	87.00%		$ 2,020,140	$ -	$ -	$ -
			Paving & Drainage	11.20%		260,064	-	-	-
			Utilty Fund	1.80%		41,796	-	-	-
2-	SunTrust	10/11	7 Yrs	11/30/2017	2.42%	$ 2,921,720	$ 673,896	$ 69,747	$ 278,987
	Distribution/Owners:		General Fund	56.39%		$ 1,647,651	$ 380,031	$ 39,332	$ 157,329
			Paving & Drainage	24.79%		724,211	167,040	17,288	69,153
			Utilty Fund	11.32%		330,822	76,304	7,897	31,589
			Golf Fund	7.50%		219,036	50,521	5,229	20,915
					PAID				
3-	SunTrust	11/12	3 Yrs	2/28/2015	1.64%	$ 405,000	$ -	$ 11,537	$ 103,830
	Distribution/Owners:		General Fund	100.00%		$ 405,000	$ -	$ 11,537	$ 103,830
4-	SunTrust	11/12	5 Yrs	2/28/2017	1.64%	$ 1,100,150	$ 351,515	$ 17,792	$ 213,505
	Distribution/Owners:		General Fund	53.91%		$ 593,150	$ 189,502	$ 9,592	$ 115,101
			Paving & Drainage	29.91%		329,000	105,138	5,322	63,859
			Golf Fund	16.18%		178,000	56,875	2,879	34,545
5-	UsBancorp	12/13	5 Yrs	12/31/2017	1.01%	$ 832,120	$ 421,331	$ 14,229	$ 170,749
	Distribution/Owners:		General Fund	87.02%		724,111	366,642	12,382	148,586
			Golf Fund	12.98%		108,009	54,689	1,847	22,163
6-	UsBancorp	12/13	3 Yrs	12/31/2015	0.86%	$ 439,750	$ 74,082	$ 12,378	$ 148,535
	Distribution/Owners:		General Fund	100.00%		439,750	74,082	12,378	148,535
7-	UsBancorp	13/14	7 Yrs	1/31/2020	1.76%	$ 2,097,840	$ 1,402,500	$ 26,558	$ 318,696
	Distribution/Owners:		General Fund	97.50%		2,045,394	1,367,438	25,894	310,729
			Garage Fund	2.50%		52,446	35,063	664	7,967
8-	UsBancorp	13/14	5 Yrs	1/31/2019	1.33%	$ 335,860	$ 242,949	$ 5,789	$ 69,472
	Distribution/Owners:		General Fund	100.00%		335,860	242,949	5,789	69,472
9-	BB&T	14/15	7 Yrs	5/30/2022	2.00%	$ 480,000	$ 480,000	$ 6,114	$ 73,363
	Distribution/Owners:		General Fund	100.00%		480,000	480,000	6,114	73,363
					PAID				
10-	PNC Finance	10-Sep	4.5 Yrs	12/31/2014	4.20%	$ 317,606	$ -	$ -	$ -
	Distribution/Owners:		Golf Fund	100.00%		317,606	-	-	-
					PAID				
11-	LoneStar Nat'l Bank	11/12	7 Yrs	3/31/2019	4.50%	$ 1,020,000	$ -	$ -	$ -
	Distribution/Owners:		Paving & Drainage	100.00%		$ 1,020,000	$ -	$ -	$ -
12-	LoneStar Nat'l Bank	12/13	7 Yrs	11/1/2020	4.50%	$ 4,642,500	$ 4,300,933	$ 64,532	$ 774,384
	Distribution/Owners:		PEDC 4B	100.00%		$ 4,642,500	$ 4,300,933	$ 64,532	$ 774,384
13-	LoneStar Nat'l Bank	12/13	7 Yrs	5/1/2020	4.50%	$ 4,250,000	$ 379,017	$ 29,842	$ 358,107
	Distribution/Owners:		General Fund	100.00%		$ 4,250,000	$ 379,017	$ 29,842	$ 358,107
					General Fund	$ 12,941,056	$ 3,479,661	$ 152,860	$ 1,485,051
					Paving & Drainage	2,333,275	272,178	22,610	133,012
					Utilty Fund	372,618	76,304	7,897	31,589
					Golf Fund	822,651	162,085	9,954	77,623
					Garage Fund	52,446	35,063	664	7,967
					PEDC	4,642,500	4,300,933	64,532	774,384
					City-Wide Total	$ 21,164,546	$ 8,326,223	$ 258,518	$ 2,509,628

CITY OF PHARR, TX
Investment Report Summary
June 30, 2015

COMPLIANCE

This report complies with the requirements of the Public Funds Investment Act as well as the City of Pharr's adopted investment policy. The City is in compliance with all provisions of the Public Funds Investment Act and the City of Pharr's investment policy. The City's investment portfolio includes activity in demand deposits only, there are no other investment tools currently being utilized.

LIQUIDITY

The greatest length of maturity for all of our investments is 1 day. The weighted average maturity including demand deposits is 1.00 day and 1 day without demand deposits. Both of these amounts are within legal and City requirements.

CHANGE IN BOOK AND MARKET VALUE

The investment book value was roughly $72.8 million and had decreased by approximately $549 Thousand from the previous quarter. This decrease was expected during this quarter due to a decrease in property tax collections.

The market value of the portfolio was the same than the book value. The reason is due to demand deposits not having a market value other than its book value. All funds are in demand deposits due to our financial institution providing a much greater interest rate than any other financing tool while being fully collateralized.

PORTFOLIO YIELD

The portfolio yield of 2.02% was higher than the benchmark yields on the six month T-Bill and Average Federal Funds Rate, which were 0.09% and 0.13% respectively (per Federal Reserve website yield postings). The spread between the portfolio yield and the benchmark yield is mainly due to the depository's favorable interest rate. Safety and liquidity is a greater concern than yield.

INVESTMENT MATURITIES/PURCHASES

There were no investments that were purchased or matured during the quarter.

All other transactions were routine. The attached schedules are also a part of this investment report.

Presented by City of Pharr Investment Officers:

Juan O. Guerra, Interim City Manager

Karla Moya, Interim Finance Director

CITY OF PHARR, TX
Detailed Investment Report
As of June 30, 2015

Investment	Par	VALUES - March 31, 2015 Book	VALUES - March 31, 2015 Market	Book Increase/(Decrease) Purchases/ Withdrawals	Book Increase/(Decrease) Accruals/ Amortizations	Market Increase/(Decrease) Purchases & Withdrawals	Market Increase/(Decrease) Change In Market Price	VALUES June 30, 2015 Book	VALUES June 30, 2015 Market
DEMAND DEPOSITS									
Pooled Cash:									
Depository Bank - Pooled Cash	$ 34,093,817	$ 34,093,817	$ 34,093,817	$ (1,225,882)	$ -	$ (1,225,882)	$ -	$ 32,867,935	$ 32,867,935
Non - Pooled Cash:									
Depository Bank - General	1,290,224	1,290,224	1,290,224	(112,046)	-	(112,046)	-	1,178,178	1,178,178
Depository Bank - Utility	10,756,734	10,756,734	10,756,734	328,416	-	328,416	-	11,085,150	11,085,150
Depository Bank - Bridge	4,571,939	4,571,939	4,571,939	63,649	-	63,649	-	4,635,588	4,635,588
Depository Bank - Other	22,664,627	22,664,627	22,664,627	397,062	-	397,062	-	23,061,689	23,061,689
	73,377,341	73,377,341	73,377,341	(548,801)	-	(548,801)	-	72,828,540	72,828,540
CERTIFICATES OF DEPOSIT									
Certificates of Deposit - General	-	-	-	-	-	-	-	-	-
Certificates of Deposit - Bridge	-	-	-	-	-	-	-	-	-
Certificates of Deposit - Hotel	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
INVESTMENT POOLS									
Tex-Pool	-	-	-	-	-	-	-	-	-
TexStar - Utility	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
SECURITY INVESTMENTS									
--	-	-	-	-	-	-	-	-	-
--	-	-	-	-	-	-	-	-	-
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ 73,377,341	$ 73,377,341	$ 73,377,341	$ (548,801)	$ -	$ (548,801)	$ -	$ 72,828,540	$ 72,828,540

CITY OF PHARR, TX
Comparison of Portfolio to Policy Limits
As of June 30, 2015

LIMITS ON TYPES OF SECURITIES	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits
Demand Deposits	N/A	N/A	100.00%	N/A
Money Market Mutual Funds	0%	10%	0.00%	10.00%
Certificates of Deposit	10%	50%	0.00%	50.00%
U. S. Treasury Obligations	15%	100%	0.00%	100.00%
U. S. Government Securities	20%	100%	0.00%	100.00%
Repurchase Agreements	5%	100%	0.00%	100.00%
Public Funds Investment Pools	50%	100%	0.00%	100.00%
Commercial Paper	0%	25%	0.00%	25.00%
Guaranteed Investment Contracts	0%	25%	0.00%	25.00%

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits
Available within 1 month	25%	100.00%	75.00%
Available within 3 months	33%	100.00%	67.00%
Available within 6 months	45%	100.00%	55.00%
Available within 1 year	60%	100.00%	40.00%
Available within 2 years	70%	0	N/A

	Maximum Allowable	Maximum Actual Maturity	Policy Limit Days Available
Days to Maturity	730	1	729.00

CITY OF PHARR, TX
Market Value Analysis
As of June 30, 2015

CHANGES IN MARKET VALUE:

BEGINNING VALUE - March 31, 2015		$ 73,377,341
INVESTMENT ACTIVITY:		
Purchases	-	
Maturities - Accrued	-	
Net Changes in Market Price	-	
		-
Bank and Pooled Investment Deposits/(Withdrawals) - Net		(548,801)
ENDING VALUE-June 30, 2015		**$72,828,540**

COMPARISON OF BOOK VALUE TO MARKET VALUE:

BEGINNING VALUE - March 31, 2015		
Market Value	73,377,341	
Book Value	73,377,341	
Ratio of Market Value to Book Value		100.00%
ENDING VALUE-June 30, 2015		
Market Value	72,828,540	
Book Value	72,828,540	
Ratio of Market Value to Book Value		100.00%

CITY OF PHARR, TX

Calculation of Weighted Average Maturity and Yield

As of June 30, 2015

	Market Value	Book Value	# of Days To Maturity	Original Yield to Maturity	Percent of Portfolio
Demand Deposits					
Depository Bank - Pooled Cash	$32,867,935	$32,867,935	1	2.02%	45.13%
Depository Bank - General	$1,178,178	$1,178,178	1	2.02%	1.62%
Depository Bank - Utility	$11,085,150	$11,085,150	1	2.02%	15.22%
Depository Bank - Bridge	$4,635,588	$4,635,588	1	2.02%	6.37%
Depository Bank - Other	$23,061,689	$23,061,689	1	2.02%	31.67%
	$72,828,540	$72,828,540			100.00%
Certificates of Deposit					
Certificates of Deposit - General	$0	$0	0	0.00%	0.00%
Certificates of Deposit - Bridge	$0	$0	0	0.00%	0.00%
Certificates of Deposit - Hotel	$0	$0	0	0.00%	0.00%
	$0	$0			0.00%
Investment Pools					
Tex-Pool	$0	$0	0	0.00%	0.00%
TexStar - Utility	$0	$0	0	0.00%	0.00%
	$0	$0			0.00%
Federal Securities and Notes					
–	$0	$0	0	0.00%	0.00%
–	$0	$0	0	0.00%	0.00%
	$0	$0			0.00%
TOTAL	$72,828,540	$72,828,540			100.00%

Weighted Average Maturity

Weighted Average Days to Maturity	1.00
Weighted Average Days to Maturity - (excl. depository bank)	1.00

Weighted Average Yield

Weighted Average Yield	2.02%
Weighted Average Yield - Operating (excluding depository bank)	2.02%
Average Fed Fund Rate at March 31, 2015	0.13%
Yield to Maturity of 6 month T-Bill at March 31, 2015 (secondary markets)	0.09%

CITY OF PHARR, TX
Year To Date Investment Transaction Report
As of June 30, 2015

PURCHASES

Date	Type	Investment #	Purchased From	Principal Purchase Price	Market/Par Value	Yield/Int. Discount Rate	Maturity Date
			Total Purchases	$0	$0		

MATURITIES

Date	Type	Investment #	Matured From	Principal Purchase Price	Par Value	Yield/Int. Discount Rate	Maturity Date
			Total Maturities	$0	$0		

City of Pharr
Depository Security Collateral Analysis

	April 2015		May 2015		June 2015	
	Highest Bal	Ending Bal	Highest Bal	Ending Bal	Highest Bal	Ending Bal
Depository Bank - Pooled Cash	$ 39,121,530	$ 36,161,639	$ 37,946,025	$ 34,692,018	$ 35,751,859	$ 32,867,935
Depository Bank - General	1,239,336	1,234,607	1,240,241	1,165,455	1,184,152	1,178,178
Depository Bank - Utility	11,035,415	11,035,415	11,091,136	11,064,671	11,092,777	11,085,150
Depository Bank - Bridge	4,607,546	4,607,546	4,631,053	4,603,463	4,635,588	4,635,588
Depository Bank - Other	23,984,723	23,963,533	24,019,611	23,033,143	24,333,429	23,061,689
Depository Bank-PEDC	440,721	419,888	617,084	606,694	805,498	805,358
	$ 80,429,272	$ 77,422,629	$ 79,545,151	$ 75,165,444	$ 77,803,302	$ 73,633,898
LSNB - Balance	$ 80,429,272	$ 77,422,629	$ 79,545,151	$ 75,165,444	$ 77,803,302	$ 73,633,898
Collateral - LSNB	$ 80,407,111	$ 80,397,156	$ 80,397,156	$ 79,806,936	$ 80,612,786	$ 76,619,727
Over / (Under) collateral	$ (22,160)	$ 2,974,527	$ 852,005	$ 4,641,491	$ 2,809,483	$ 2,985,829
Percent of balance	0.0%	3.8%	1.1%	6.2%	3.6%	4.1%

ORDINANCE NO. O-2015-__

AN ORDINANCE AMENDING ORDINANCE NOS.O-2007-56, O-2005-43, O-2004-57, O-99-45, PROVIDING THEREIN FOR THE REVISION OF RATES CHARGED FOR SEWER SYSTEM SERVICES; PROVIDING THAT THE PROCEDURE FOR THE PAYMENT OF THE SPECIAL RATES PROVIDED THEREIN SHALL BE OUT IN SECTION 3 OF THE ORIGINAL UNNUMBERED ORDINANCE, AND FAILURE TO MAKE TIMELY PAYMENT OF THE SPECIAL RATES PROVIDE THEREIN SHALL SUBJECT THE SUBSCRIBER TO THE PENALTY OF A FINE NOT EXCEEDING 5% OF THE AMOUNT PAST DUE AND UNPAID AND/OR THE REFUSAL OF THE CITY TO SERVICE SUCH PROVISIONS RELATED THERETO; PROVIDING SEVERABIL TIY AND REPEALING CLAUSES; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. That the monthly rates or charges for services furnished by the sewer system to be as follows:

SCHEDULE 2

Single-Family, Multi-Family, Institutional applies to residential detached units, single-metered duplexes, churches, housing authority and public buildings.

A. For each regular meter connection **$14.55** per month base charge will be assessed; plus

For Fiscal year 2008-2009

B. **$0.98** per 1000 gallons of water purchased will be charged provided that City meter is the only service for water used by the user.

C. For each senior citizen meter connection **$6.31** per month base charge will be Assessed; plus

D. **$0.61** per 1,000 gallons of water purchased will be charged provided that City Meter is

the only service of water used by the user and further provided that no additional charge be assessed for purchase in excess of 18,000 gallons.

SCHEDULE 3

COMMERCIAL\INDUSTRIAL: Applies to business establishments, hotels, motels, cafes, service stations, mobile homes\recreational vehicle parks or subdivisions, laundries, ice

plants, bottling works, milk plants, packing sheds, canning plants, carwash, brick plants, etc.

A. For each connection a **$ 22.97** per month base charge will be assessed; plus

For Fiscal year 2007-2008

B. **$1.30** per 1,000 gallons of water purchased will be charged provided that the City meter is the only service for water used by the user.

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

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

SECTION 6: PROPER NOTICE AND MEETING

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

APPROVED AND PASSED on the first reading on this the 21st day of July, 2015, by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____

Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

APPROVED AND PASSED on the third and final reading on this the _____day of _____, 2015, by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Utility Rate Reduction Plan - July 2015

Sewer

	Current Monthly Rate	Proposed Monthly Rate	Result Monthly Difference	
Residential	$ 15.00	$ 14.55	$ (0.45)	Reduced by 3%
Senior Citizen	$ 6.50	$ 6.31	$ (0.19)	Reduced by 3%

ORDINANCE NO. O-2015-__

AN ORDINANCE AMENDING ORDINANCE NOS. O-2010-56, O-2007-55, O-2004-56, O-99-44, O-93-27,O-91-38,O-83-38,O-87-33, SECTION ONE, PRESCRIBING RATES TO BE CHARGED FOR SERVICES FURNISHED BY THE WATERWORKS SYSTEM OWNED AND OPERATED BY SAID CITY , PROVIDING FOR A MODIFIED RATE FOR SENIOR CITIZENS REPEALING ALL ORDINANCES ORDERS OR RESOLUTIONS, OR PARTS THEREOF, IN CONFLICT; PROVIDING SEVERABILITY AND REPEALING CLAUSES, DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1: That the monthly rates or charges for services furnished by the water system to be as follows:

A. For each regular residential connection (5/8", ¾", 1", 1.5" meter size) $16.01 base charge will assessed per month. For each regular residential connection with meter size of 2" a base charge of $26.00 will assessed per month and for meter size of 3" a base charge of $36.00 will assessed per month and for meter size of 4" a base charge of $55.00 will assessed per month and for meter size of 6" a base charge of $90.00 will be assessed per month.

B. For each senior citizen residential connection $7.28 base charge will assessed per month.

C. For each commercial meter connection (5/8", ¾" 1", and 1.5" meter size) $22.50 base charge will be assessed per month. For each commercial meter connection with a meter size of 2" a base charge of $26.00 will assessed per month and a for meter size of 3" a base charge of $36.00 will be assessed per month and for meter size of 4" a base charge $55.00 will assessed per month and for meter size of 6" a base charge of $90.00 will be assessed per month.

For Fiscal Year 2008-2009

D. For each residential connection in addition to the base charge, **$1.65** will be charged per 1000 gallons from 0-19,999 and **$1.70** will be charged per 1000 gallons from 20,000 + of water purchased.

For Fiscal Year 2004 – 2005

E. For each senior citizen residential connection in addition to the base charge, **$1.49** will be charged per 1,000 gallons of water purchased.

For Fiscal Year 2007-2008

F. For each commercial connection in addition to the base charge, **$1.70** will be charged per 1000 gallons from 0-19,999 and **$1.85** will be charged per 1000 gallons from 20,000+ of water purchased.

For Fiscal Year 2008-2009

G. For water users outside and adjacent to the city limits, in addition to the base charge, one and a half times (1½) inside city limits rate or **$2.48** will be charged per 1000 gallons from 0-19,999 and one and half times (1½) inside city limits rate or **$2.55** will be charged per 1000 gallons from 20,000 + of water purchased.

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

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

SECTION 6: PROPER NOTICE AND MEETING

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

APPROVED AND PASSED on the first reading on this the 21st day of July, 2015, by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____

Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

APPROVED AND PASSED on the third and final reading on this the _____day of _____, 2015, by the Board of City Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Utility Rate Reduction Plan - July 2015
Water

	Current Monthly Rate	Proposed Monthly Rate	Result Monthly Difference	
Residential	$ 16.50	$ 16.01	$ (0.49)	Reduced by 3%
Senior Citizen	$ 7.50	$ 7.28	$ (0.23)	Reduced by 3%

Ordinace No. O-2004-67

** Failure to pay for any utility service after two months shall subject customer to termination of such service, and a reconnection fee of $20.00.

Pharr

REC'D
CC

JUL 29 2015

CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

AGENDA ITEM REQUEST

MEETING DATE: 8-4-15

INITIATED BY: Francisco Marin DEPARTMENT: Parks and Recreation

AGENDA ITEM: Request for Approval to Advertise for the City-Wide Landscape Maintenance Services for the City of Pharr.

PARTY MAKING THE REQUEST: City of Pharr Parks and Recreation Department

NATURE OF THE REQUEST: Request for Approval to Advertise for City-Wide Landscape Maintenance Services for the City of Pharr. The Proposed Landscape Maintenance Areas will Include the City of Pharr's Administration Building (City Hall), the Police Department, the Old Police Department Building, the Pharr Event's Center, the Pharr Memorial Library, the Jose "Pepe" Salinas Memorial Civic Center, the Boys and Girls Club of Pharr, the Pharr Police Athletic League Building, Tierra Del Sol Golf Club, and the Pharr Economic Development Corporation Offices.

BUDGET:

EXPENDITURE REQUIRED: $0

CURRENT BUDGET: $0

ADDITIONAL FUNDING: $0

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: _____ DATE: _____

CITY MANAGER: _____ DATE: 7/30/15

STAFF RECOMMENDATION: Staff recommends that the city approve of this item.

Pharr

AGENDA ITEM REQUEST

MEETING DATE: 08-04-2015

INITIATED BY: Hilda Pedraza DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Consideration and action, if any, on request from Saint Margaret Mary Catholic Church to close the 100 block of Juarez Street between Cage Blvd. and Aster Street on Saturday, October 17, 2015 from 5:00 pm – 10:00 pm and on Sunday, October 18, 2015 from 1:00 pm – 10:00 pm for their annual Jamaica.

PARTY MAKING THE REQUEST: Juan G. Guerra, Interim City Manager

NATURE OF THE REQUEST: _____

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: Hilda Pedraza DATE: 7-27-15

ASSISTANT CITY MANAGER: _____ DATE: _____

CITY MANAGER: _____ DATE: 7/27/15

STAFF RECOMMENDATION:

Staff recommends approval.

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

Date of Event: Oct 17 and 18, 2015

Type of Event: ____ Parade ____ Walk-A-Thon ____ Other Festival (Jamaica)

NAME OF CONTACT PERSON: ____

ORGANIZATION (IF APPLICABLE): St Margaret Mary Catholic Church

ADDRESS: 122 W Hawk CITY: Pharr ZIP CODE: 78577

PHONE NO.: (956) 787-8563 CELLULAR PHONE: ____

FAX NO.: ____ E-MAIL: ____

PURPOSE AND DESCRIPTION OF EVENT:

Annual Church Festival to Raise Funds

START TIME: Sat 17 5pm END TIME: Sun 18 10 pm

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

Starting Location: 100 Block of Juarez Between Cage and Astra

Ending Location: ____

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

Is the event insured? ✓ Yes ____ No

If yes, Insurance Company Information ____ Contact #: 956-787-8563

Applicant Signature: X [signature]

FOR CITY USE ONLY:

Date Received: 7-22-15

City Commission: ____ APPROVED ____ DENIED ____

City Manager's signature ____ Date ____

REC'D ____
CC ____
JUL 22 2015
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

MAYOR
Ambrosio "Amos" Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

INTERIM CITY MANAGER
Juan G. Guerra

Executive Summary Letter

August 04, 2015

Conditional Use Permit **Renewal** for ABC – George's Dance Hall

Background:

R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for George's Dance Hall.

The property is located at 6801 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC GEORGE'S DANCE HALL_L GARZA_2012

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR ABC - FILE NO. CUP#120529 (GEORGE'S DANCE HALL)

GENERAL INFORMATION:

APPLICANT: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The properties physical address is 6801 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The property to the North and South is zoned General Business District (C), to the East the property is zoned Single-Family Residential District (R-1) and the property to the West is outside city limits. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

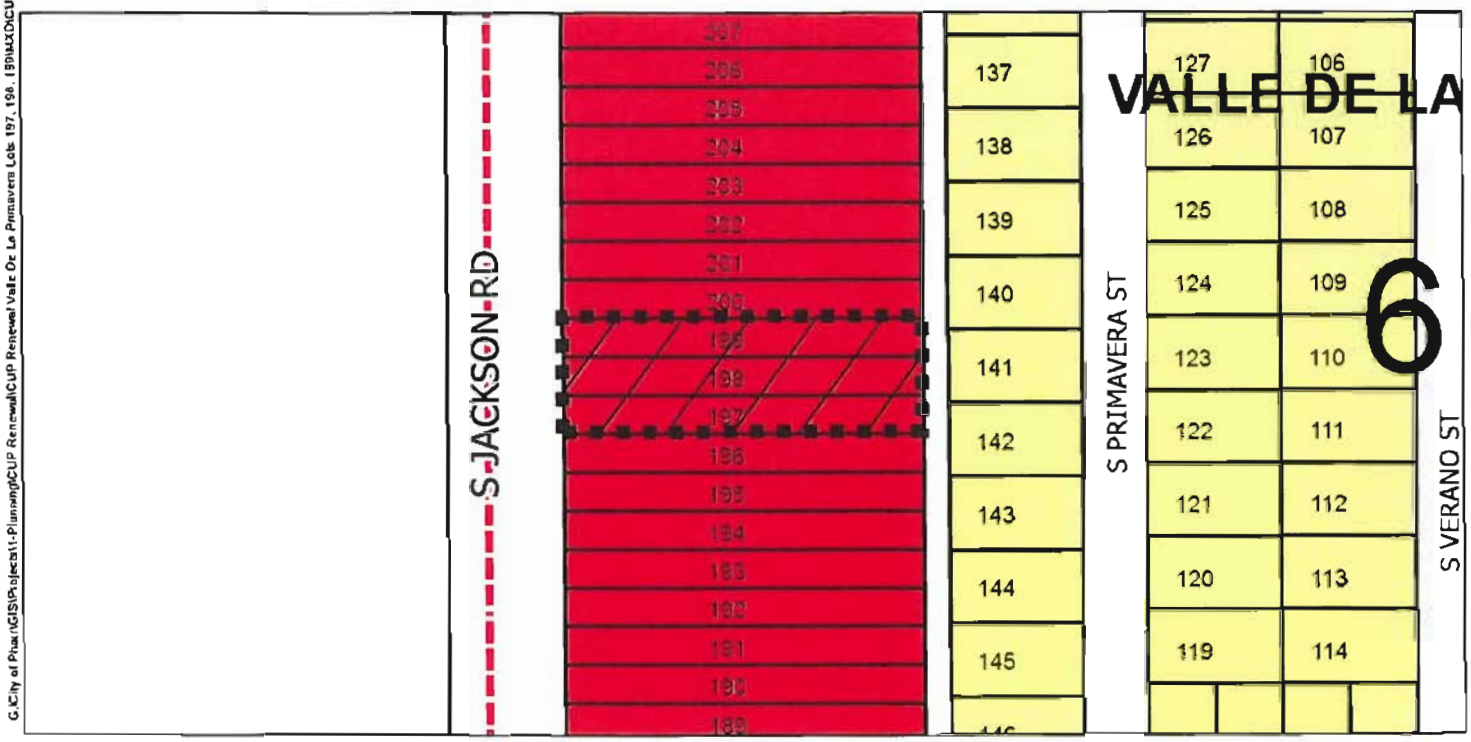
POLICE CHIEF:	Recommends approval of the Conditional Use Permit. (See attached memo)
PLANNING DEPT.:	Recommends approval of the Conditional Use Permit. (See attached memo)

PLANNING STAFF RECOMMENDATIONS: Planning Staff is recommending **approval** of the 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) provided that the site and applicant is in compliance with all City Ordinances and all City Departments requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC_GEORGE'S DANCE HALL_L GARZA_2012

Conditional Use Permit Renewal
Valle De La Primavera Lots 197, 198, 199
George's Dance Hall/ RGV & Associates

Pharr Engineering



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

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956 702.5355

Date: 6/9/2015

3982

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

OWNER/APPLICANT: Laura Garza **PHONE:** 522-6884
ADDRESS: 6501 S Jackson
TYPE OF BUSINESS: Dance Hall **NAME OF BUSINESS:** Georgie's Dance Hall
LEGAL: **SUBD.:**

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

OK

RECEIVED JUN 08 2015 PHARR DEVELOPMENT SERVICES DEPT.

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	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 Back Room	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
2
3
4
5

PREPARED BY: [signature] **DATE:** 6/8/15
RECEIVED BY: [signature] **DATE:** 6/8/15

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

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

June 1, 2015

GEORGE'S DANCEHALL
6801 S JACKSON RD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jun 1, 2015 revealed no violations.

OK

1602 ROGELIO RODRIGUEZ
Inspector

Diana guillen

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
JUN 01 2015
BY:

Pharr Police Department

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

Pharr
All-America City
2006

To: Edward Wylie, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 06/01/2015
Re: Conditional use Permit and Late Hours Permit Renewal for ABC – File No. CUP#120529 (George's Dance Hall)

R.G.V. & Associates / Laura L. Garza, (TDL#20104251), d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit & Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The Property is more fully described as follows:

Legal Description: Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 6801 S. Jackson Rd. – Contact Number: 956-522-6884

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: 06/01/2015

RECEIVED
PLANNING DEVELOPMENT SERVICES DEPT.
JUN 01 2015

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. CUP#120529 (GEORGE'S DANCE HALL)

R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late-Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as follows:

Legal Description: Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas, Pharr, Hidalgo County, Texas.

Physical Address: 6801 South Jackson Road.

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

"Triple Crown City"

Pharr

MAYOR
Ambrosio "Amos" Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

INTERIM CITY MANAGER
Juan G. Guerra

Executive Summary Letter

August 04, 2015

Conditional Use Permit **Renewal** for ABC – Sepi's

Background:

Alba Dora Pedraza, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Sepi's.

The property is located at 212 West State Street. 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_A PEDRAZA dba SEPI'S_2012

Telephone (956) 402-4100• Fax: (956) 702-5313 • P. O. Box 1729 • 118 S. Cage • Pharr, Texas 78577
www.pharr-tx.gov

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. CUP#120423 (SEPI'S)

GENERAL INFORMATION:

APPLICANT: Alba Dora Pedraza, d/b/a Sepi's 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 22, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The properties physical address is 212 West State Street.

ZONING: The property is currently zoned Business District (C-2). The property to the north, east and west is zoned Business District (C-2) and the property to the south is zoned General Business District (C). The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

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

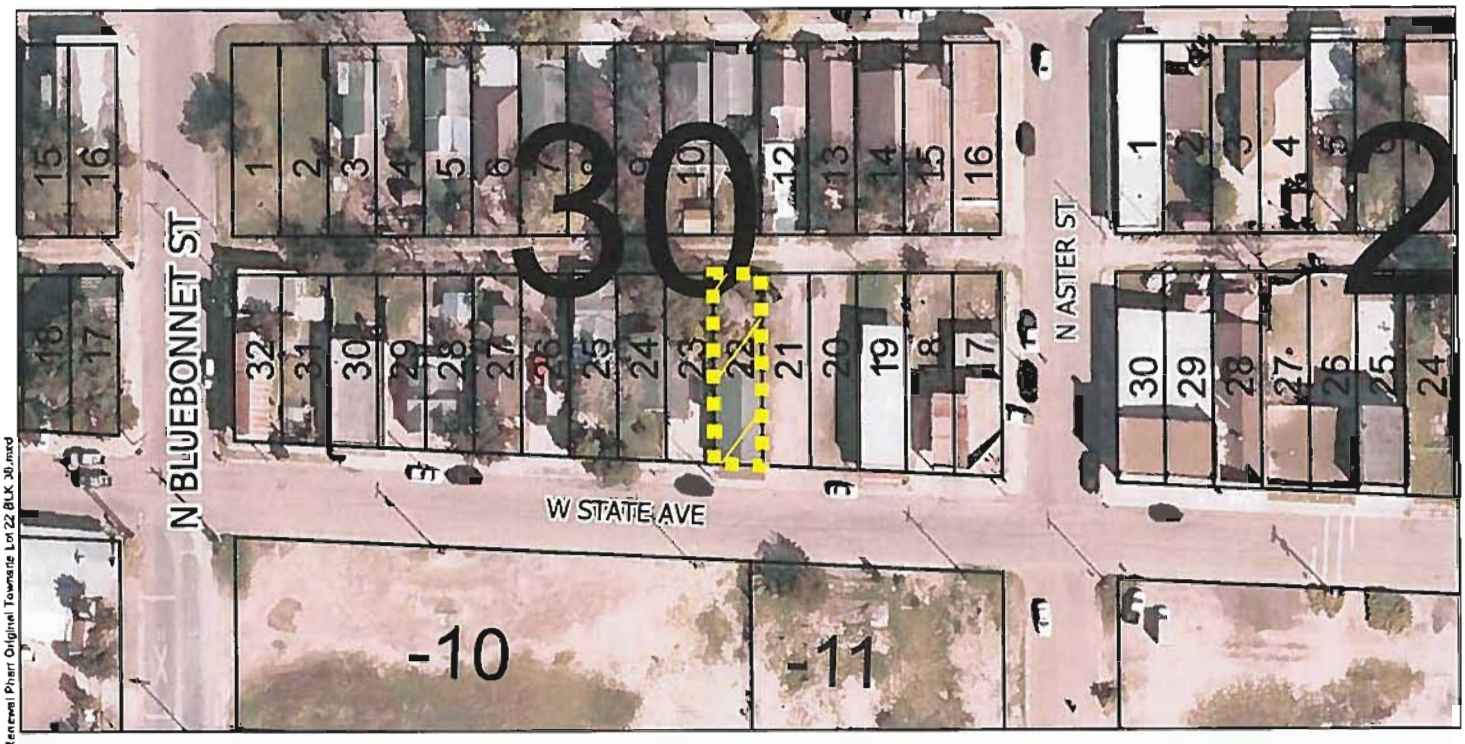
PLANNING STAFF RECOMMENDATIONS: Planning Staff is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

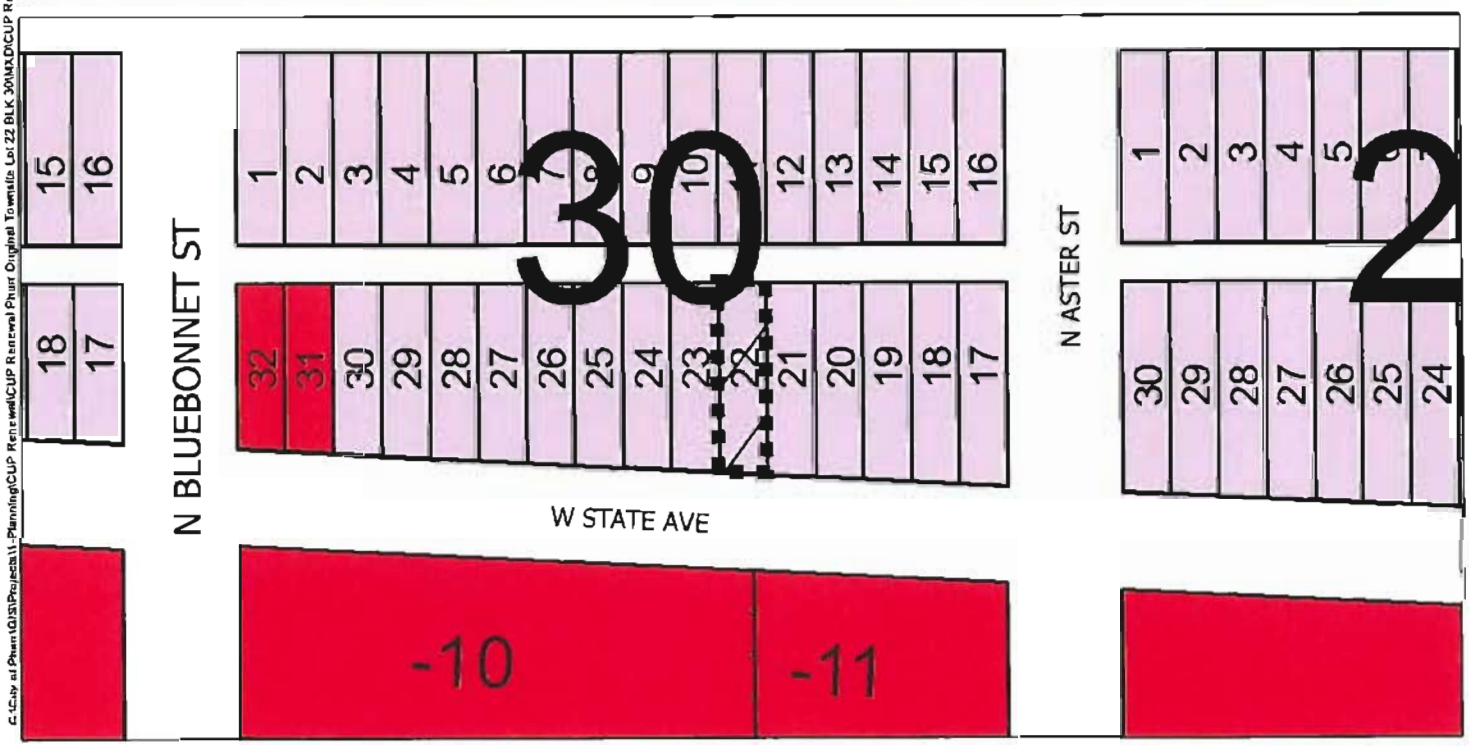
P:\Admin\MY FILES\CUPs\ABC\ABC_A PEDRAZA dba SEPI'S_2012

Conditional Use Permit Renewal
Pharr Original Townsite Lot 22 BLK 30
Sepi's / Alba Dora Pedraza

Pharr
All-America City
2006

Pharr Engineering





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

Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

N E S W

City of Pharr, Texas
Engineering Department
956.702 5355

Date: 6/9/2015

C:\City of Pharr\GIS\Projects\1_Planning\CUP Renewal\CUP Renewal Pharr Original Townsite Lot 22 BLK 30\MXD\CUP Renewal Pharr Original Townsite Lot 22 BLK 30.mxd

3955

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

OWNER/APPLICANT: ALBA D. PEDRAZA PHONE: 782-6651
ADDRESS: 212 W. STATE
TYPE OF BUSINESS: BAR NAME OF BUSINESS: SEPIS
LEGAL: SUBD.:

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

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 N/A	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 PREMISE WAS FOUND TO BE IN REASONABLE
2 CONDITION AT TIME OF INSPECTION
3
4
5

PREPARED BY: [signature] DATE: 5-11-15

RECEIVED BY: Alba Dora Pedraza DATE: 5-11-15

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

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

May 6, 2015

GILBERT PEDRAZA SEPIS
212 W STATE AVE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An Inspection of your facility on May 6, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Alba Dora Pedraza

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
MAY 06 2015

BY:

Pharr Police Department

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

Pharr
All-America City
2006

To: Edward Wylie, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 05/11/2015
Re: Conditional use Permit Renewal for ABC – File No. CUP#990583 (Pato's Place)

Maria Dolores Montenegro (TDL#09396581), d/b/a Pato's Place, is requesting a 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 29, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 226 W. State Ave. – Contact Number: 956-783-3190

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: 05/11/2015

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
MAY 11 2015

Pato's Place CUP Renewal

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT **RENEWA**L FOR ABC – FILE NO. CUP#120423 (SEPI'S)

Alba Dora Pedraza, d/b/a Sepi's, 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 more fully described as follows:

Legal Description: The Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

Physical Address: 212 West State Street.

Planning Staff is recommending **approva**l of the renewal of the Conditional Use Permit provided the site and applicant is in full compliance with all City Ordinances and City Departments requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC_A PEDRAZA dba SEPI'S_2012

"Triple Crown City"

Pharr

MAYOR
Ambrosio "Amos" Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

INTERIM CITY MANAGER
Juan G. Guerra

Executive Summary Letter

August 04, 2015

Conditional Use Permit **Renewal** for ABC – Kurai Chinese & Sushi Restaurant

Background:

Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Kurai Chinese & Sushi Restaurant

The property is located at 1201 South Jackson Road, Suite 1. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

Microsoft Word. PharrCPD on Cpdserver\Admin\MyFiles\CUPs/Renewal-El Tarco

Telephone (956) 402-4100 • Fax: (956) 702-5313 • P. O. Box 1729 • 118 S. Cage • Pharr, Texas 78577
www.pharr-tx.gov

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. CUP#120424 (KURAI CHINESE & SUSHI RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The properties physical address is 1201 South Jackson, Suite 1.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the north, south, and east. The Pharr City Limit lies to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

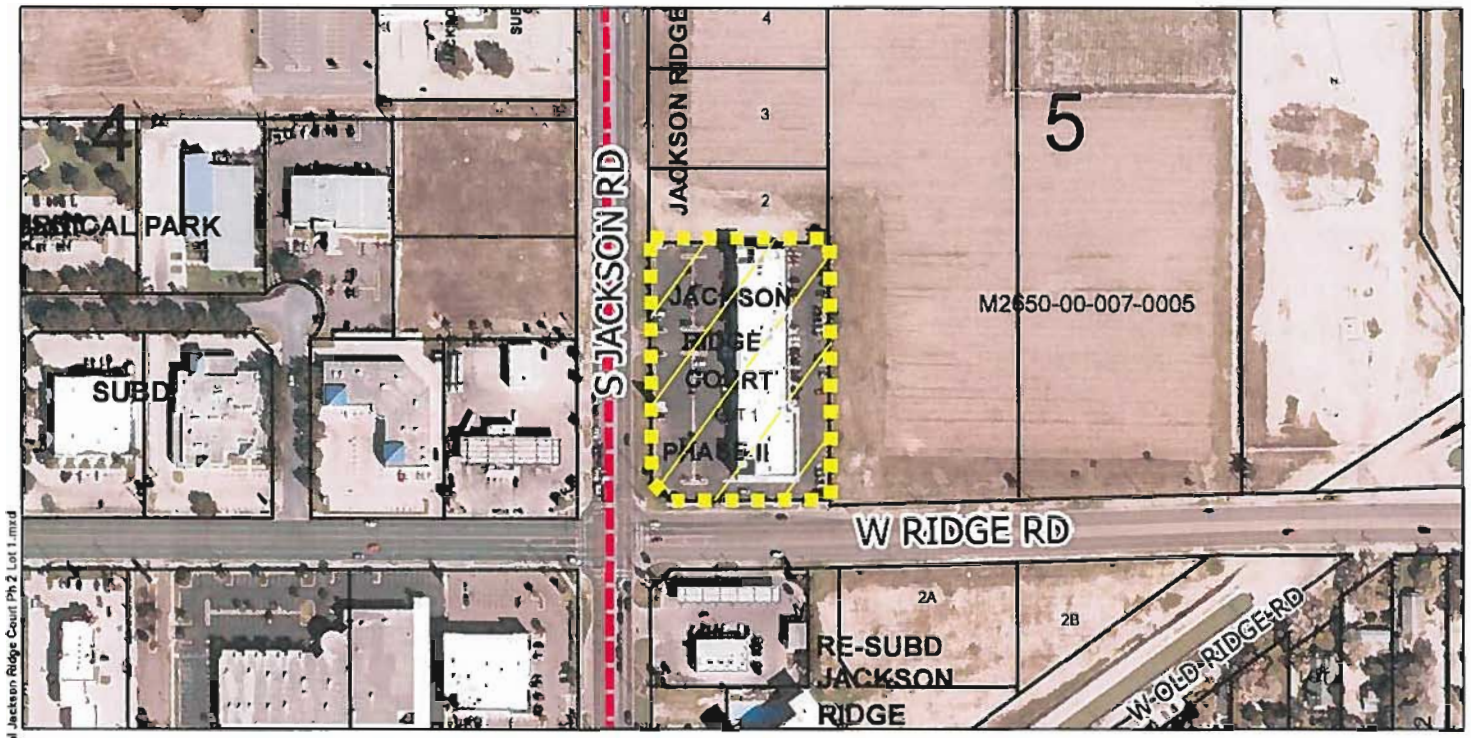
POLICE CHIEF:	Recommends approval of the Conditional Use Permit. (See attached memo)
PLANNING DEPT.:	Recommends approval of the Conditional Use Permit. (See attached memo)

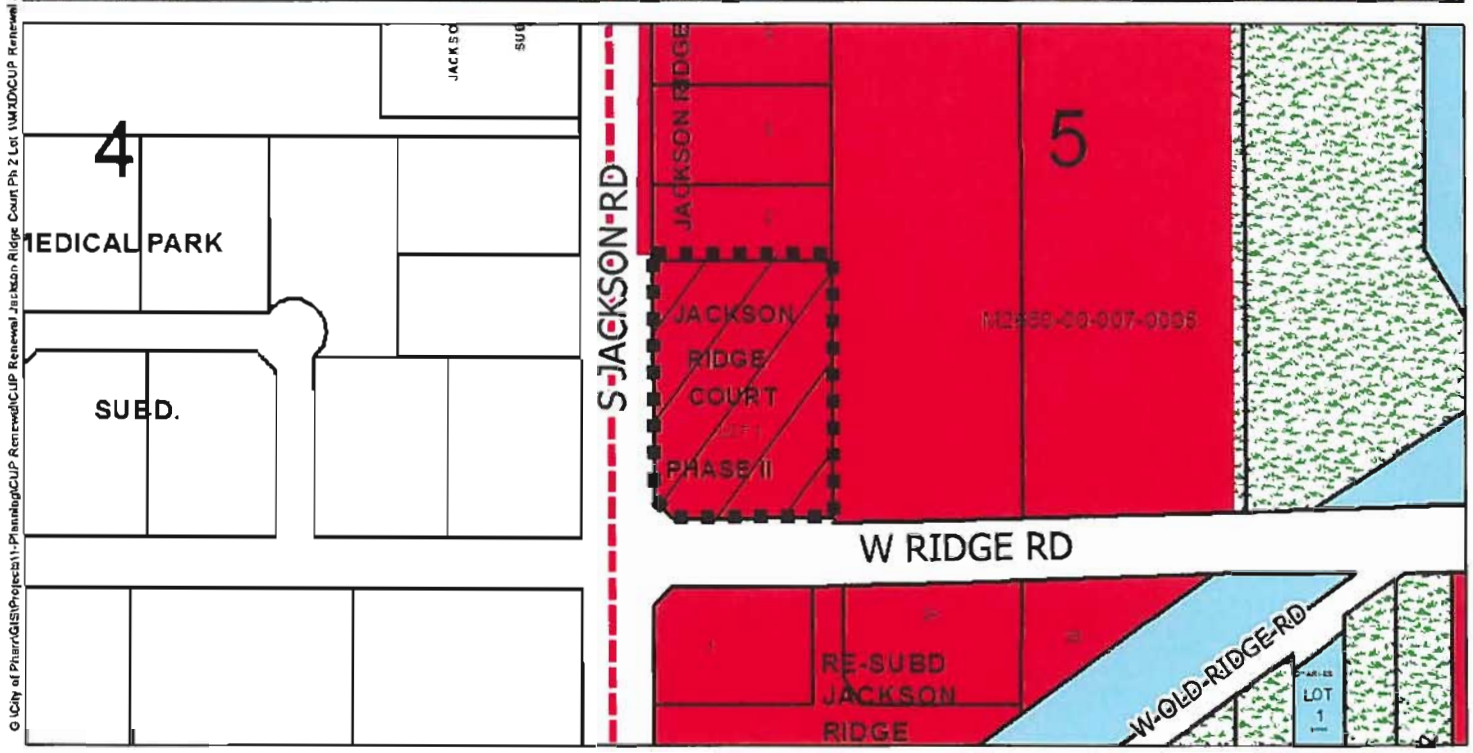
PLANNING STAFF RECOMMENDATIONS: Planning Staff is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and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

Conditional Use Permit Renewal
Jackson Ridge Court Ph 2 Lot 1
Kurai Chinese & Sushi Rest./ Organista

Pharr
All-America City
2006

Pharr Engineering





G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Jackson Ridge Court Ph 2 Lot 1\MXD\CUP Renewal Jackson Ridge Court Ph 2 Lot 1.mxd

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

Scale 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 8/9/2015

3802

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

OWNER/APPLICANT: ROMMEL OGALISTA PHONE: 278-5658
ADDRESS: 1201 S JACKSON
TYPE OF BUSINESS: RESTAURANT NAME OF BUSINESS: SUSHI RESTAURANT
LEGAL: SUBD.: ✓

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

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	4	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	ELECTRIC	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 PREMISE WAS FOUND TO BE IN REASONABLE
2 CONDITION AT TIME OF INSPECTION
3
4
5

PREPARED BY: [signature] DATE: 5-14-15
RECEIVED BY: [signature] DATE: 5-14-15

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

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

June 10, 2015

KURAI
1201 S JACKSON STE 1
PHARR, TX 78577

INSPECTION STATUS - PASSED

An Inspection of your facility on Jun 10, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Veronica Salazar

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
JUN 10 2015

BY:

Pharr Police Department

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

Pharr
All-America City
2006

To: Edward Wylie, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 05/11/2015
Re: Conditional use Permit Renewal for ABC – File No. CUP#120424 (Kurai Chinese & Sushi Restaurant)

Rommel Organista (TXDL# 35831483), d/b/a Kurai Chinese and Sushi Restaurant, is requesting a renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 1201 S. Jackson Rd. Suite #1 – Contact Number: 956-278-5658

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: 05/11/2015

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
MAY 11 2015

Kurai Sushi CUP Renewal

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. CUP#120424 (KURAI CHINESE & SUSHI RESTAURANT)

Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, has applied for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as follows:

Legal description: Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 1201 South Jackson Road, Suite 1

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

"Triple Crown City"

Pharr

MAYOR
Ambrosio "Amos" Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

INTERIM CITY MANAGER
Juan G. Guerra

Executive Summary Letter

August 04, 2015

Conditional Use Permit for ABC – Doc's Billiards & Sports Bar

Background:

Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Doc's Billiards & Sports Bar.

The property is located at 917 West Ferguson Street. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC_J Hernandez dba Docs Billards & Sports Bar_2013

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

www.pharr-tx.gov

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. CUP#130630 (DOC'S BILLIARDS & SPORTS BAR)

GENERAL INFORMATION:

APPLICANT: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The properties physical address is 917 West Ferguson Street.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the North, East and West, and Single-Family Residential District (R-1) to the South. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

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

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

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

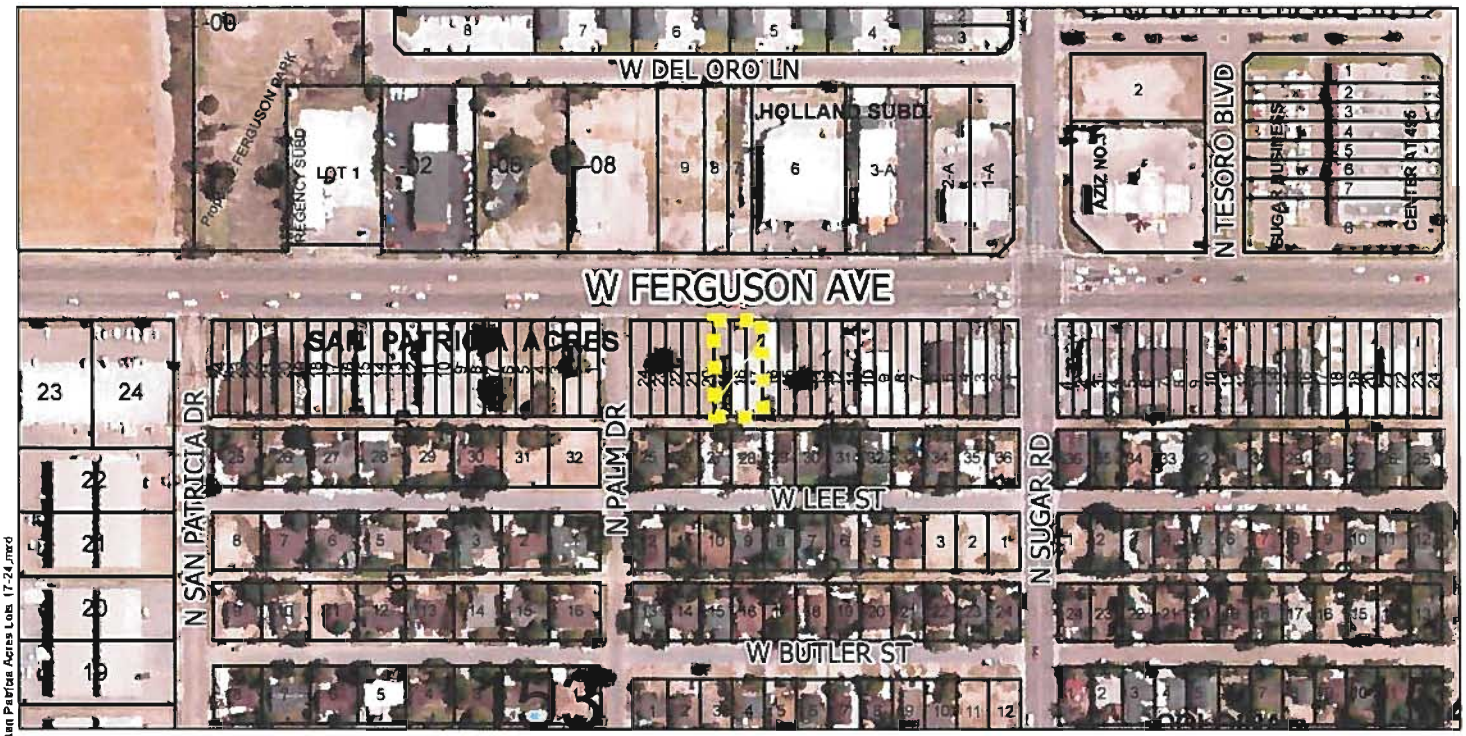
PLANNING STAFF RECOMMENDATIONS: Planning Staff is recommending **approval** of the renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with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

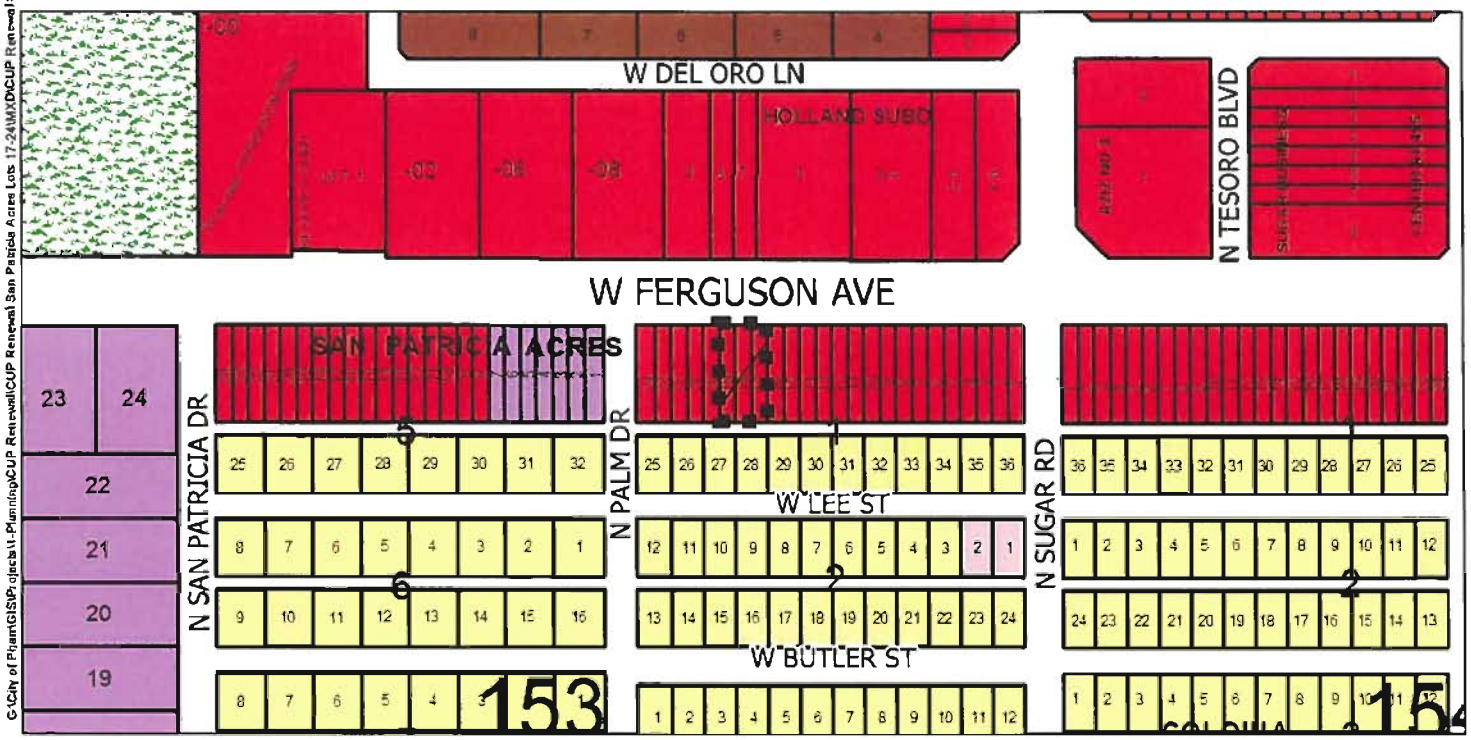
P:\Admin\MY FILES\CUPs\ABC_J Hernandez dba Docs Billards & Sports Bar_2013

Conditional Use Permit Renewal
San Patricia Acres Lots 17-24
Doc's Billiards & Sports Bar/JA Hernandez

Pharr
All-America City
2006

Pharr Engineering





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

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 6/26/2015

City of Pharr, Texas
Engineering Department
956.702.5355

3311

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

OWNER/APPLICANT: Jose Alberto Hernandez **PHONE:** (956) 239-0102
ADDRESS: 917 W. Ferguson
TYPE OF BUSINESS: Bar **NAME OF BUSINESS:** Doc's Billiards
LEGAL: Lots 17, 18 + 19 BLK 1 **SUBD.:** San Patricia Acres

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)	N/A	OK	SUBSTANDARD
8. BACKFLOW PREVENTION		OK	SUBSTANDARD
WATER HEATER:			
1. LOCATION	Back kitchen	OK	SUBSTANDARD
2. T.P. VALVE & DRAIN		OK	SUBSTANDARD
3. SHUT-OFF VALVE		OK	SUBSTANDARD
4. VENT		OK	SUBSTANDARD
GAS SYSTEM	N/A	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 At time of Inspection, Premise was Found
2 to be in reasonable compliance with building codes
3
4
5

PREPARED BY: [signature] **DATE:** 7/14/15

RECEIVED BY: [signature] **DATE:** 09/14/15

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

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

July 2, 2015

DOC'S SPORTS CLUB
917 W FERGUSON
PHARR, TX 78577

INSPECTION STATUS - PASSED

An Inspection of your facility on Jul 2, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

OK

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
JUL 13 2015
BY:

Pharr Police Department

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

Pharr
All-America City
2006

To: Edward Wylie, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 07/01/2015
Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#130630 (Doc's Billiards & Sports Bar)

Jose Alberto Hernandez, (TDL#10105881) d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Lots 17, 18, & 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 917 W. Ferguson / (956)-239-0102

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

REPLY

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

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

Signed: _____ Date: 07/01/2015

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
JUL 13 2015

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: TUESDAY, AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

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

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. CUP#130630 (DOC'S BILLIARDS & SPORTS BAR)

Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 917 West Ferguson.

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

Pharr
Development Services
Implementing your vision, improving your City

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **August 04, 2015**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#150539**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **May 15, 2015**

1. **Applicant:** Melden & Hunt, Inc., representing, Kamper Investments, LLC., owner.

2. **Requested Action:** Re-zoning request from Office Professional District (O-P) to a General Business District (C).

3. **Nature / Intent of Request:** For retail commercial use.

4. **Routing to Staff:**

	Initials	Date		
A. Edward M. Wylie, Director	EW	07-23-2015	☒ Approval	☐ Denial
B. Planning Staff Recommendations	RG	07-23-2015	☒ Approval	☐ Denial
C. Planning and Zoning Commission		07-27-2015	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: **TUESDAY, AUGUST 04, 2015**

TO: **MAYOR AND CITY COMMISSION**

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

THROUGH: **JUAN GUERRA, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From an Office Professional District (O-P) to a General Business District (C): The Lot 3, Blk. 4, Lowrie Subdivision of a tract "T", Pharr, Hidalgo County, Texas. The property is physically located at 614 South Cage Boulevard.**

REZONING CHECKLIST / GOALS:

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

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

DESCRIPTION OF PROPERTY:

Melden & Hunt, Inc., representing, Kamper Investments, LLC., owner, is requesting a change of zone from Office Professional District (O-P) to General Business District (C). The property is physically located at 614 South Cage Boulevard. The property consists of one (1) lot and is legally described as Lot 3, Blk. 4, Lowrie Subdivision of tract "T", Pharr, Hidalgo County, Texas.

The property fronts South Cage Boulevard, a 120 foot Principal Arterial with a posted speed limit of 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Office Professional District (O-P). The property was rezoned from Agricultural and/or Open Space District (A-O) to Office Professional District (O-P) on March 30, 1982, when the city adopted the zoning ordinance we use today. The property is designated for commercial use in the Land Use Plan. The owner of the property is requesting a change of zone to General Business District (C) in order to develop the property for retail commercial plaza use.

The adjacent zonings are General Business District (C) to the North and West and Office Professional District (O-P) to the East and South.

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

Eight (8) letters were mailed out to the surrounding property owners and a legal notice published in the Advance News Journal. Staff received one telephone call in favor of the item and one person signed up to speak at the public hearing.

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

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to **approve** the rezoning request from an Office Professional District (O-P) to a General Business District (C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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

P:\Admin\MY FILES\COZ\ Lowrie T\Lowwrie T Blk 4 Lot 3_Kamper Inv

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, Inc. representing Kamper Investments, LLC.
APPLICANT

Office Professional District (O-P)
CURRENT ZONE

614 S. Cage Boulevard
ADDRESS

General Business Distict (C)
PROPOSED ZONE

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

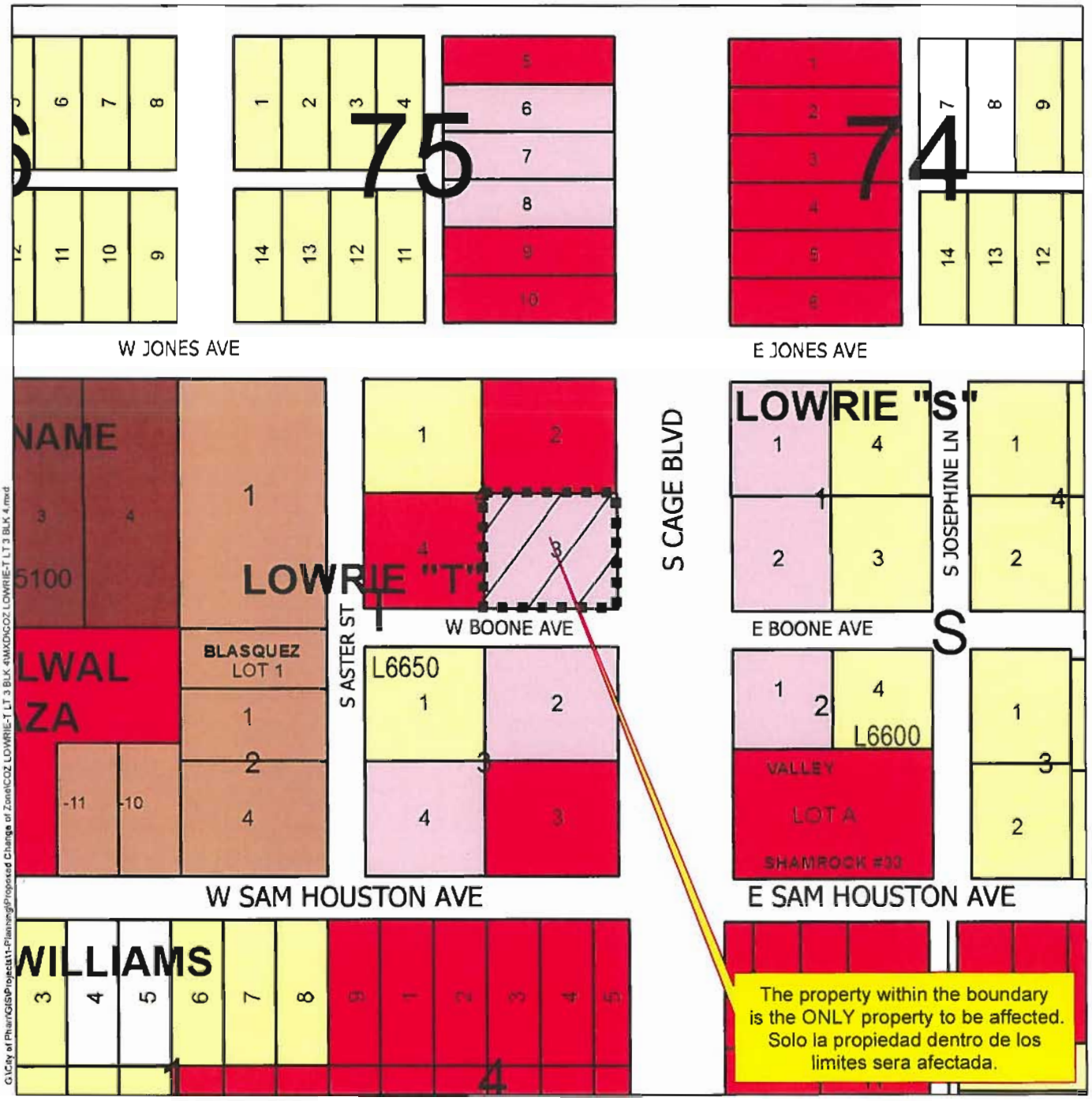
STAFF RECOMMENDATIONS: **Approval**

The property meets area requirements, has adequate ingress and egress.

Heriberto Martinez, Planner I
PREPARED BY

July 20, 2015
DATE

Proposed Change of Zone
LOWRIE-T LT 3 BLK 4
Mario Reyna / Melden & Hunt, Inc



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

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

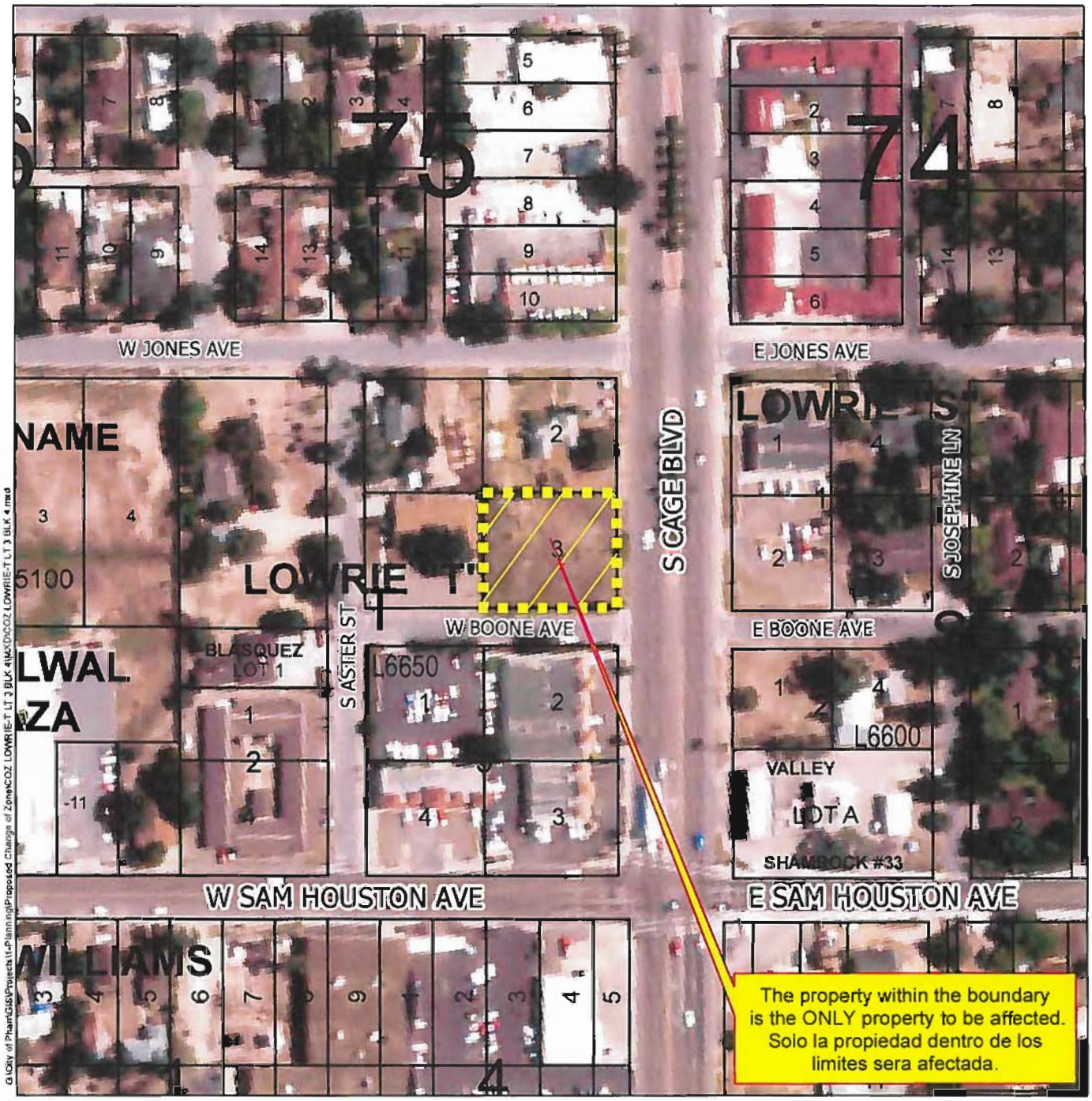
City of Pharr, Texas
Engineering Department
956.702.5355

Date: 5/15/2015

Proposed Change of Zone
LOWRIE-T LT 3 BLK 4
Mario Reyna / Melden & Hunt, Inc

Pharr
All-America City
2006

Pharr
Engineering



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N E S W

Date: 5/15/2015

76

MAP

OF

LOWRIE - SUBDIVISION

BEING A SUBDIVISION OF ACREAGE TRACT "T" CONTAINING 5.51 ACRES PHARR TOWNSITE, HIDALGO COUNTY TEXAS. SEE PAGE 25 MAP BOOK 3 OF SAID COUNTY'S RECORDS.

U

4.8 Ac.

STATE OF TEXAS
COUNTY OF HIDALGO

I, R.D. Gore, Civil Engineer and Surveyor do hereby certify that this map is a true and correct map of acreage Tract "T" of Pharr Townsite, in Hidalgo County, Texas as surveyed, mapped and platted by me during the month of [illegible] 1926. That it truly and correctly delineates all blocks, lots, streets, avenues and alleys, and the courts and accounts thereof, and gives the area of land being the same 5.51 Acres of land particularly described in the deed of dedication filed this day herewith and filed for record in the office of the County Clerk of said County.

In witness whereof I have hereunto set my hand at Pharr this [illegible] day of [illegible] 1926.

R.D. Gore

Sworn and subscribed before me this day of [illegible] 1926

C.E. Schlabowsky

Notary Public in and for Hidalgo County, Texas

STATE OF TEXAS
COUNTY OF HIDALGO

I, [illegible] County Clerk of Court of said County do hereby certify that the attached map certified to by R.D. Gore, Civil Engineer and Surveyor on the [illegible] day of [illegible] 1926, was filed for record in my office this [illegible] day of [illegible] 1926, at [illegible] o'clock [illegible] and duly recorded on the [illegible] day of [illegible] 1926 in the map records of said County in volume 3 Page 48

Witness my hand and the seal of said court of its office in Edinburg, Texas the day and year last written above.

[illegible]
County Clerk of Hidalgo County, Texas
by [illegible]
Deputy

SCALE 1" = 100'

Filed for Record this day
[illegible] 1926
at [illegible] o'clock [illegible] M
[illegible]
Clerk County Court Hidalgo County, Texas
By [illegible] Deputy

76 — 75 — 74

FOURTH STREET

JONES

BLVD

AVENUE

DRIVE

BOONE AVENUE

CALHOUN

CAGE

S

5.51 Ac.

CITY COUNTY ROAD LIMITS

Pharr
Development Services
Implementing your vision, improving your City

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **August 04, 2015**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#150540**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **May 15, 2015**

1. **Applicant:** Melden & Hunt, Inc., representing, Kamper Investments, LLC., owner.

2. **Requested Action:** Re-zoning request from a Single-Family Residential District (R-1) to a General Business District (C).

3. **Nature / Intent of Request:** For retail commercial use.

4. **Routing to Staff:**

	Initials	Date		
A. Edward M. Wylie, Director	EW	07-23-2015	☒ Approval	☐ Denial
B. Planning Staff Recommendations	[illegible]	07-23-2015	☒ Approval	☐ Denial
C. Planning and Zoning Commission		07-27-2015	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

FROM: EDWARD M. WYLIE, DIRECTOR

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

SUBJECT: **Re-zoning Request: From a Single-Family Residential District (R-1) to a General Business District (C): The East one-half (1/2) of Lot 1, Block 4, Lowrie Subdivision of tract "T", Pharr, Hidalgo County, Texas. The property is physically located within the 100 Block of West Jones Avenue.**

REZONING CHECKLIST / GOALS:

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

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

DESCRIPTION OF PROPERTY:

Melden & Hunt, Inc., representing, Kamper Investments, LLC., owner, is requesting a change of zone from Single-Family Residential District (R-1) to General Business District (C). The property is located within the 100 Block of West Jones Avenue. The property consists of 0.173 acres of Lot 1 and is legally described as the East one-half of Lot 1, Blk. 4, Lowrie Subdivision of tract "T", Pharr, Hidalgo County, Texas.

The property fronts West Jones Avenue, a 70 foot Minor Collector with a posted speed limit of 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single-Family Residential District (R-1). The property was rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on March 30, 1982, when the city adopted the zoning ordinance we use today. The property is designated for single-family residential use in the Land Use Plan. The owner of the property is requesting a change of zone to General Business District (C) in order to develop the property for retail commercial use.

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

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

Twelve (12) letters were mailed out to the surrounding property owners and a legal notice published in the Advance News Journal. Staff received one telephone call in favor of the item and one person signed up to speak at the public hearing.

Planning staff is recommending approval of the request to re-zone to General Business District (C). Applicant must subdivide and make part of Lots 2 and 3 of Lowrie Subdivision tract "T". If approved, applicant must subdivide and comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to **approve** the rezoning request from a Single-Family Residential District (R-1) to a General Business District (C) subject to staff's recommendations.

DESCRIPTION OF PROPERTY:

Melden & Hunt, Inc., representing, Kamper Investments, LLC., owner, is requesting a change of zone from Single-Family Residential District (R-1) to General Business District (C). The property is located within the 100 Block of West Jones Avenue. The property consists of 0.173 acres of Lot 1 and is legally described as the East one-half of Lot 1, Blk. 4, Lowrie Subdivision of tract "T", Pharr, Hidalgo County, Texas.

The property fronts West Jones Avenue, a 70 foot Minor Collector with a posted speed limit of 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single-Family Residential District (R-1). The property was rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on March 30, 1982, when the city adopted the zoning ordinance we use today. The property is designated for single-family residential use in the Land Use Plan. The owner of the property is requesting a change of zone to General Business District (C) in order to develop the property for retail commercial use.

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

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

Twelve (12) letters were mailed out to the surrounding property owners and a legal notice published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Planning staff is recommending approval of the request to re-zone to General Business District (C). Applicant must subdivide and make part of Lots 2 and 3 of Lowrie Subdivision tract "T". If approved, applicant must subdivide and comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to **approve** the rezoning request from a Single-Family Residential District (R-1) to a General Business District (C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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

P:\Admin\MY FILES\COZ\ Lowrie T\Lowwie T Blk 4 Lot 1_Kamper Inv

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, Inc. representing Kamper Investments, LLC.
APPLICANT

Single Family Residential District (R-1)
CURRENT ZONE

Within the 100 Block of west Jones Avenue
ADDRESS

General Business Distict (C)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS: **Approval**

The zoning approval is contingent to the subdivision replat for Lots 3, 2 and the east ½ of lot 1, Lowrie Subdivision of tract "T".

Heriberto Martinez, Planner I
PREPARED BY

July 20, 2015
DATE

------ Forwarded Message ------
From: "Mario Reyna" <mario@meldenandhunt.com>
To: ed.wylie@pharr-tx.gov
Cc: melanie.cano@pharr-tx.gov
Sent: 07/21/2015 4:04:18 PM
Subject: FW: Kamper Inv.

Mr. Wylie,

As per our conversation, once rezoned we will begin the subdivision process to covert the three lots into a one lot subdivision. I have attached an exhibit showing the conceptual site plan and another showing the tracts that

we are rezoning. Please let me know if you need any additional information.

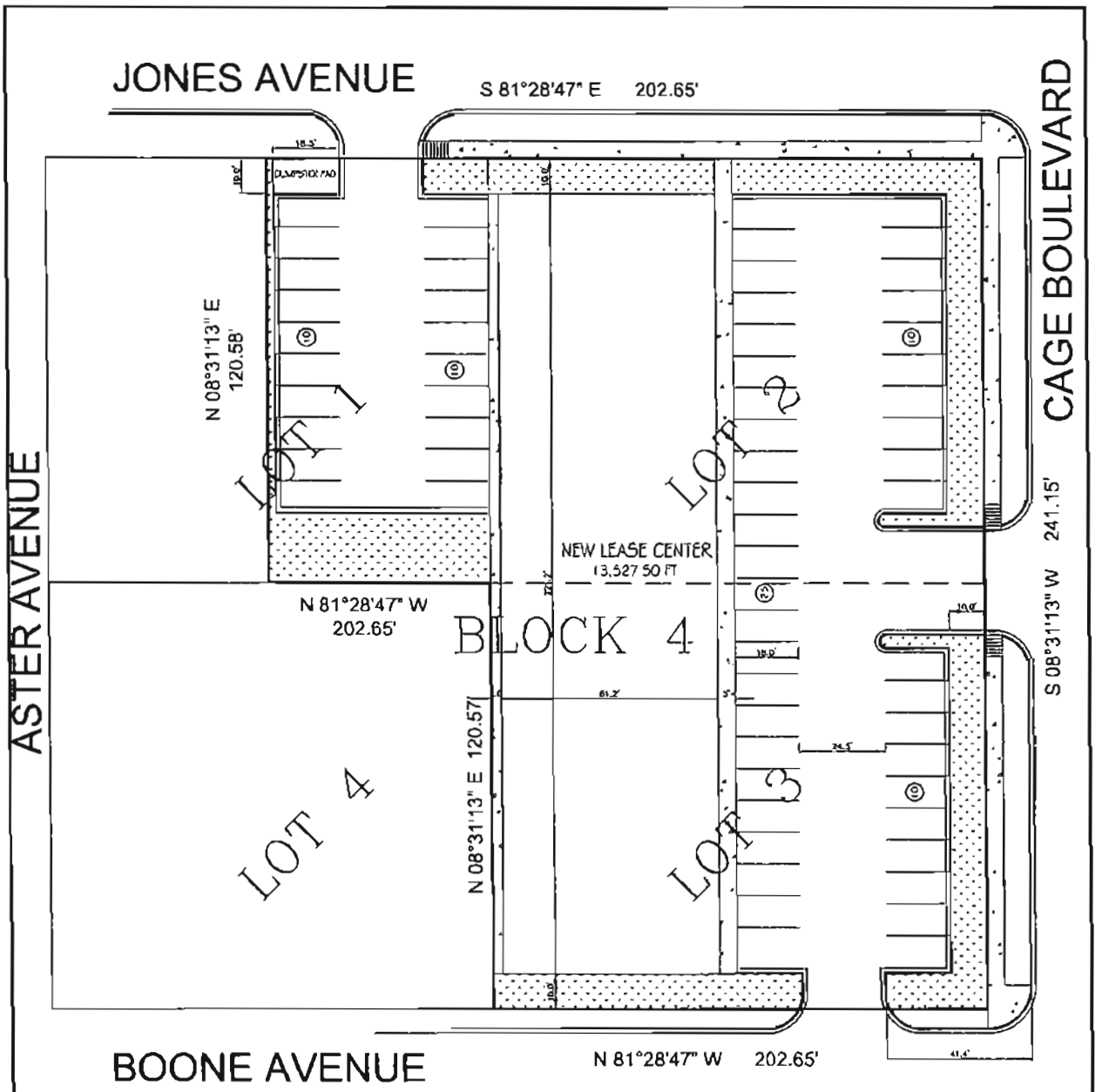
Thanks,

Mario Reyna, P.E.
Melden & Hunt, Inc.
115 W. McIntyre
Edinburg, TX78541
(956) 381-0981 (Office)
(956) 500-2734 (Cell)

From: Reyes Nava [mailto:reyes@meldenandhunt.com]
Sent: Tuesday, July 21, 2015 3:39 PM
To: Mario Reyna
Subject: Kamper Inv.

Please review corrections

Should you have any questions, please call or e-mail:
Reyes Nava, Eng. Tech. VI
Melden & Hunt, Inc.
115 W. McIntyre
Edinburg, TX78541
(956) 381-0981 office
(956) 381-1839 fax
mailto:reyes@meldenandhunt.com



CITY REQUIREMENTS	
LANDSCAPE REQUIREMENTS	
PROPERTY AREA	= 41,333 S.F.
LANDSCAPE AREA REQUIRED	= 8,266 S.F.
LANDSCAPE AREA PROVIDED	= 8,134 S.F.
PARKING REQUIREMENTS	
BUILDING SQUARE FOOTAGE	= 13,572 S.F.
RETAIL 12,072 S.F. / 300	= 12,072 S.F. = 43
RESTAURANT 1,500 S.F. / 100	= 1,500 S.F. = 15
PARKING SPACES REQUIRED	= 58
PARKING SPACES PROVIDED	= 63

N
W E
S

EXHIBIT #1

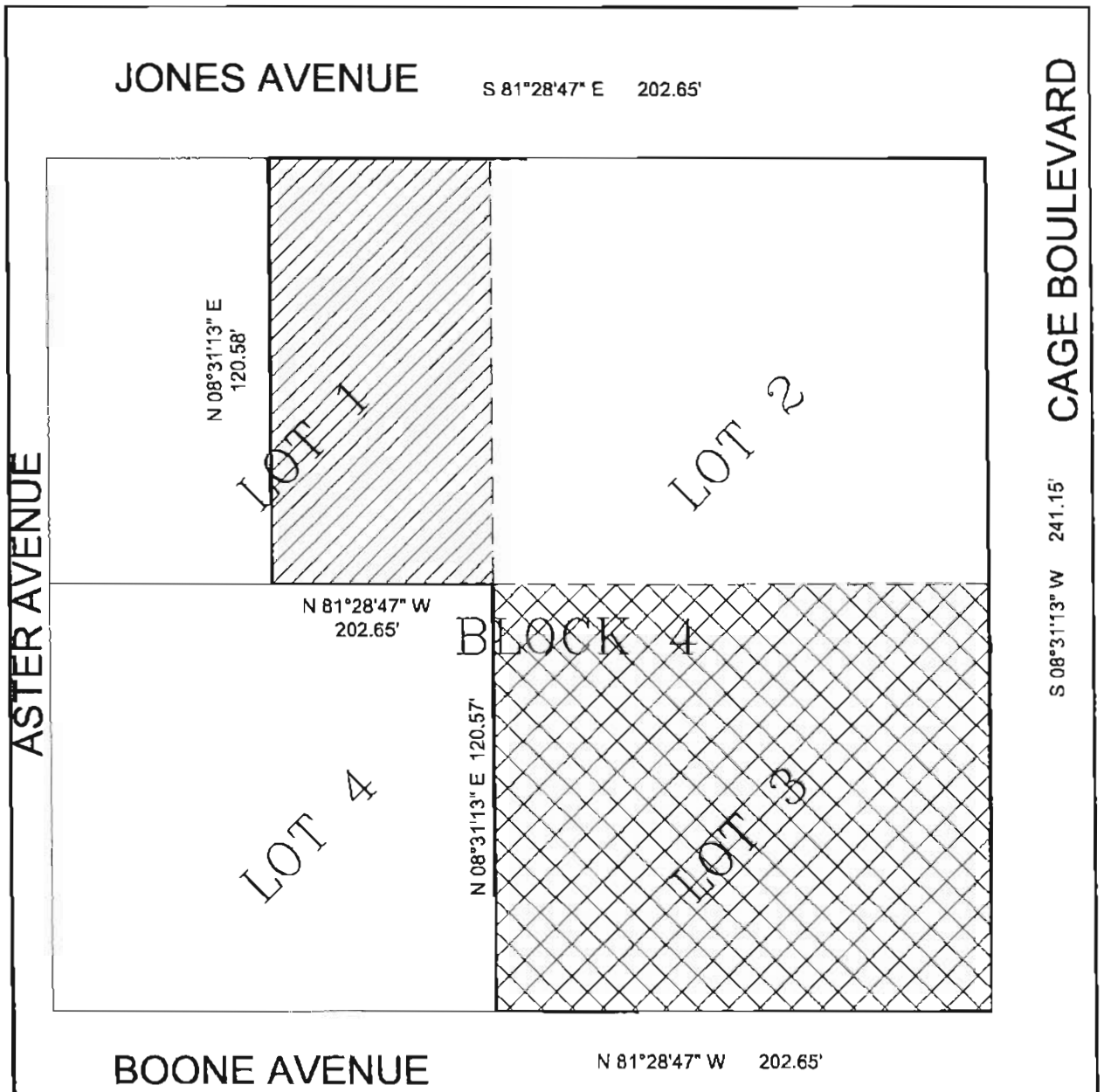
PROPOSED SITE PLAN FOR

THE EAST 1/2 OF LOT 1
AND ALL OF LOTS 2 & 3, BLOCK 4,
LOWRIE SUBDIVISION

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS SURVEYORS
TBPLS No 10096900
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-6501
115 W. McINTYRE
EDINBURG, TX 78541
PH. (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE 07-21-15
JOB No 15072.18
FILE NAME CHANGE OF ZONE
DRAWN BY R.H.

© COPYRIGHT 2013 MELDEN & HUNT, INC. ALL RIGHTS RESERVED



LEGEND

EXISTING ZONE IS SINGLE-FAMILY RESIDENTIAL DIST. (R-1)
GENERAL BUSINESS DIST. (C)

EXISTING ZONE IS OFFICE PROFESSIONAL DIST. (O-P)
GENERAL BUSINESS DIST. (C)

N
W E
S

EXHIBIT #2

PROPOSED CHANGE OF ZONE FOR

THE EAST 1/2 OF LOT 1
AND ALL OF LOTS 2 & 3, BLOCK 4,
LOWRIE SUBDIVISION

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS SURVEYORS
TBPLS No 10064500
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8501
115 W. McINTYRE
EDINBURG, TX 78541
PH. (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE 07-21-15
JOB No 15072 18
FILE NAME CHANGE OF ZONE
DRAWN BY R N

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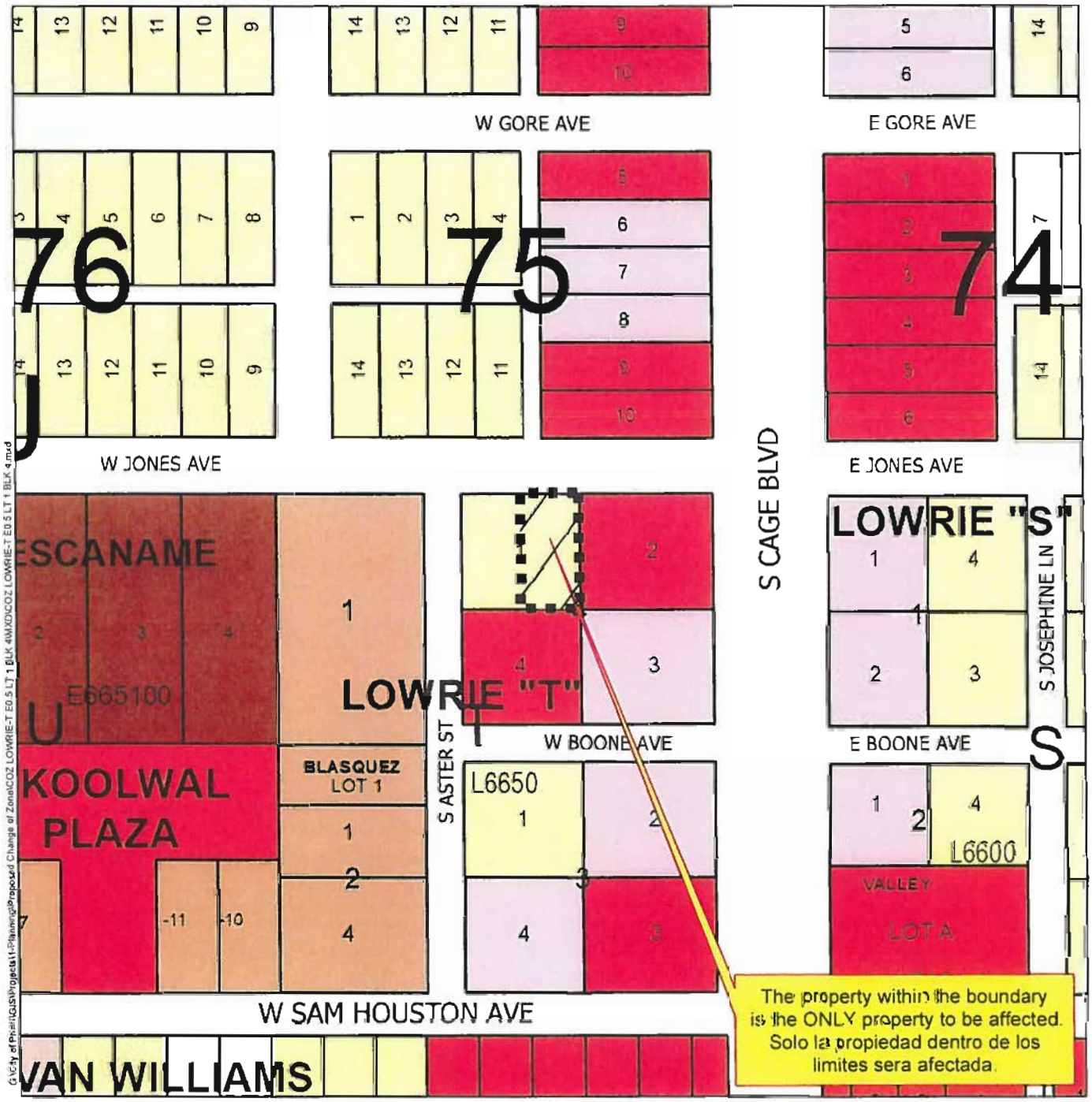
Proposed Change of Zone
LOWRIE "T" E1/2 LT 1 BLK 4
Mario Reyna / Melden & Hunt, Inc.



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

City of Pharr, Texas
Engineering Department
956 702 5355

Scale: 1 inch = 150 feet

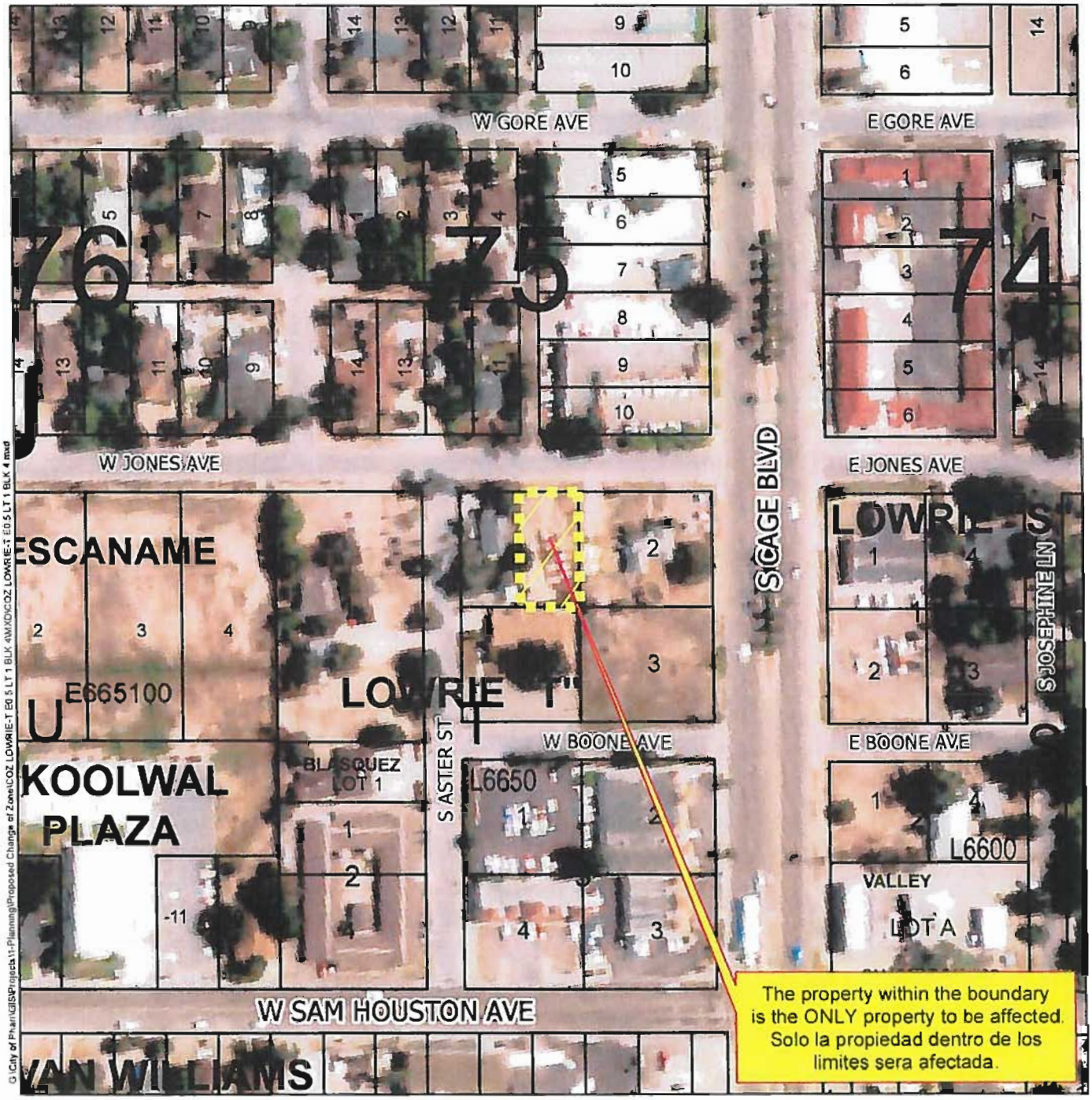
0 75 150 300 450 600 Feet

Date 5/15/2015

Proposed Change of Zone
LOWRIE "T" E1/2 LT 1 BLK 4
Mario Reyna / Melden & Hunt, Inc

Pharr
USA America City
2006

Pharr Engineering



Agricultural Open Space
Single Family
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High Density Multi-Family
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Valley View ISD
Planned Unit Development

City of Pharr, Texas
Engineering Department
956 702 5355

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date 5/15/2015

76

MAP

OF

LOWRIE - SUBDIVISION

BEING A SUBDIVISION OF ACREAGE TRACT "T" CONTAINING 5.91 ACRES PHARR TOWNSITE HIDALGO COUNTY TEXAS SEE PAGE 25 MAP BOOK 3 OF SAID COUNTY'S RECORDS

U
4.8 Ac

S
5.51 Ac

76 75 74

FOURTH STREET

JONES

BLVD

AVENUE

DRIVE

BOONE AVENUE

CALHOUN

CAGE

CITY COUNTY ROAD LIMITS

STATE OF TEXAS
COUNTY OF HIDALGO

I, M. D. Garza, Civil Engineer and Surveyor, do hereby certify that this map is a true and correct plat of Acreage Tract "T" of Pharr Townsite, in Hidalgo County, Texas, as surveyed, mapped and platted by me during the month of June 1956. That it truly and correctly delineates all streets, avenues and alleys, and the lines of the subdivision thereof, containing 5.91 Acres of land being the same 5.91 Acres of land purchased, described in the deed of conveyance executed this day by [illegible] and filed for record in the office of the County Clerk of said County, and filed for record in the office of the County Clerk of said County.

In witness whereof I have hereunto set my hand at Pharr, Texas, this 3 day of April 1956.

[illegible]

Sworn and subscribed before me this day of April 1956

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

STATE OF TEXAS
COUNTY OF HIDALGO

I, [illegible] County Clerk of Clerk of said County do hereby certify that the attached map certified to by [illegible] Civil Engineer and Surveyor on the 1st day of April 1956, was filed for record in my office this 27 day of July 1956, at 8:00 o'clock A.M. and duly recorded on the 8th day of [illegible] 1956, at 11:00 o'clock A.M. in the map records of said County in volume 3 Page 98

Witness my hand and the seal of said court at my office in Edinburg, Texas the day and year last written above.

[illegible]
County Clerk of Hidalgo County, Texas
by [illegible]
Deputy

SCALE 1 inch = 50

Filed for Record this day
August 8, 1956
8:11 o'clock A.M.
[illegible]
Clerk County Court Hidalgo County, Texas
By [illegible] Deputy

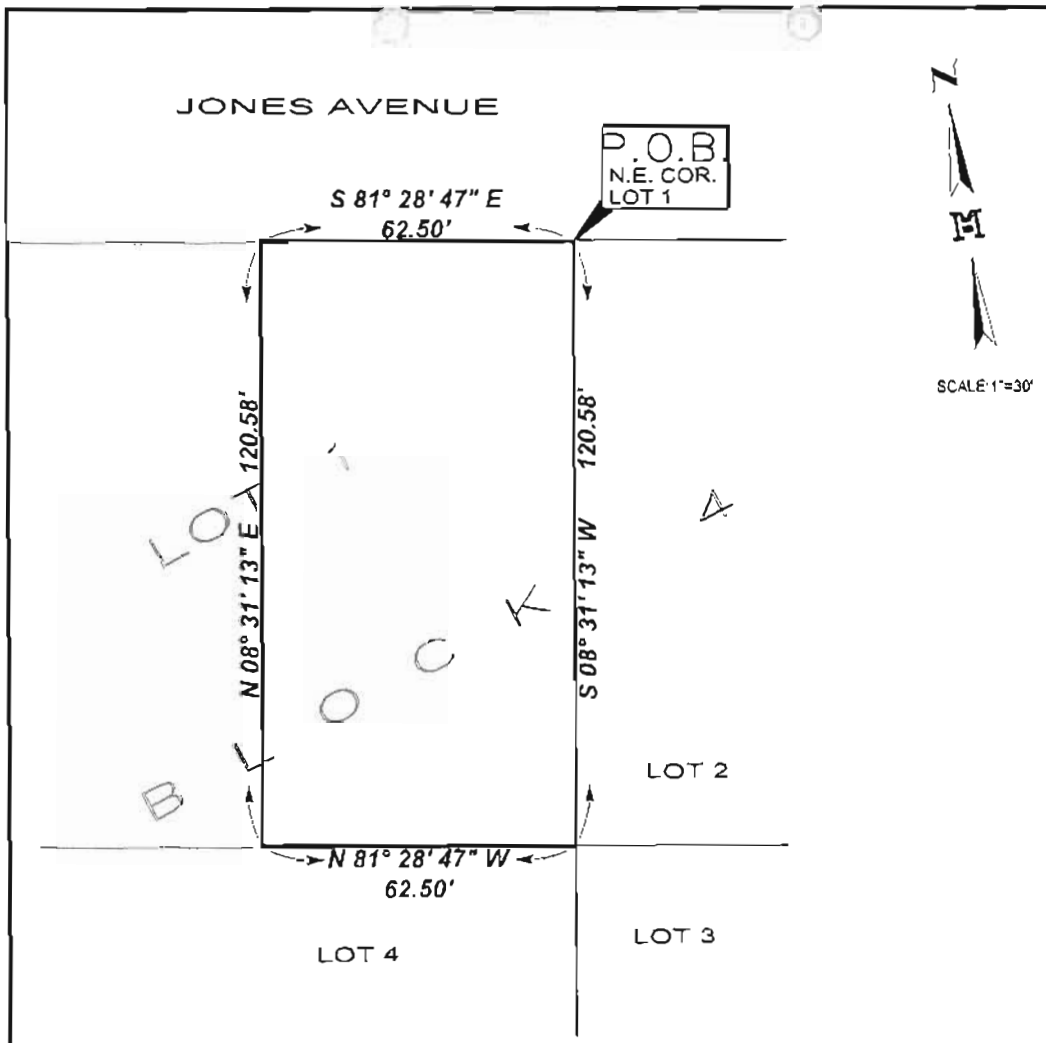

EXHIBIT "B"

PLAT SHOWING
0.173 AC. [7,536.25 SQ. FT.]
OUT OF LOT 1, BLOCK 4
LOWRIE SUBDIVISION
VOLUME 3, PAGE 48 H.C.M.R.
CITY OF PHARR
HIDALGO COUNTY, TEXAS

PREPARED BY:

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No 10096900
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE: 05/14/2015
JOB No 15072.18
FILE NAME: 15072 18
DRAWN BY: J.G.

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Pharr
Development Services
Implementing your vision, improving your City

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **August 04, 2015**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#150745**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **July 02, 2015**

1. **Applicant:** Santiago O. Alanis, owner.

2. **Requested Action:** Re-zoning request from a General Business District (C) to a Medium Density Multi-Family Residential District (R-3).

3. **Nature / Intent of Request:** In order to build apartments on said property.

4. **Routing to Staff:**

	Initials	Date		
A. Edward M. Wylie, Director	EW	07-23-2015	☒ Approval	☐ Denial
B. Planning Staff Recommendations	[illegible]	07-23-2015	☒ Approval	☐ Denial
C. Planning and Zoning Commission		07-27-2015	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: **TUESDAY, AUGUST 04, 2015**

TO: **MAYOR AND CITY COMMISSION**

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

THROUGH: **JUAN GUERRA, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From a General Business District (C) to a Medium Density Multi-Family Residential District (R-3): The North 0.65 acres out of land, more or less, Lot 4, Block 145, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The properties physical address is 1217 East Ferguson Avenue.**

REZONING CHECKLIST / GOALS:

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

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

DESCRIPTION OF PROPERTY:

Santiago O. Alanis is requesting a change of zone from General Business District (C) to a Medium Density Multi-Family Residential District (R-3). The property is located on the North side of East Ferguson Avenue. The property consists of one (1) Lot and is legally described as the North 0.65 acres of land, more or less, out of Lot 4, Block 145, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Ferguson Avenue, a 110 foot Principal Arterial which runs East and West with a posted speed limit of 40 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned General Business District (C). The property was rezoned from Agricultural and/or Open Space (A-O) to General Business District (C) on March 30, 1982 when the city adopted the zoning ordinance we use today. The property is designated for commercial use in the Land Use Plan. The owner of the property is requesting a change of zone to Medium Density Multi-Family Residential District (R-3) in order to build apartments on said property.

The adjacent zonings are Two Family Residential District (R-2) to the North, General Business District (C) to the West and East and Agricultural and/or Open Space District (A-O) to the South.

The Medium Density Multi-Family Residential District is established to provide adequate space and site diversification for medium density areas that are a mixture of single-family, duplex, and multifamily dwellings of up to eight units per lot. Multi-Family developments are not a buffer between single-family and commercial uses, and should be properly buffered from nonresidential uses and traffic, or from pollution and or environment hazards.

Seventeen (17) letters were mailed out to the surrounding property owners and a legal notice published in the Advance News Journal. Staff received one telephone call in favor of the item and one person signed up to speak at the public hearing.

Planning staff is recommending approval of the request to re-zone to Medium Density Multi-Family Residential District (R-3) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must subdivide and comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to **approve** the rezoning request from General Business District (C) to a Medium Density Multi-Family Residential District (R-3) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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

P:\Admin\MY FILES\COZ\LR BELL\LR Bell 8145 L4_SAtanis

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Sergio O. Alanis
APPLICANT

General Business District C
CURRENT ZONE

1217 East Ferguson Ave.
ADDRESS

Medium Density Multi-Family Residential District (R-3)
PROPOSED ZONE

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

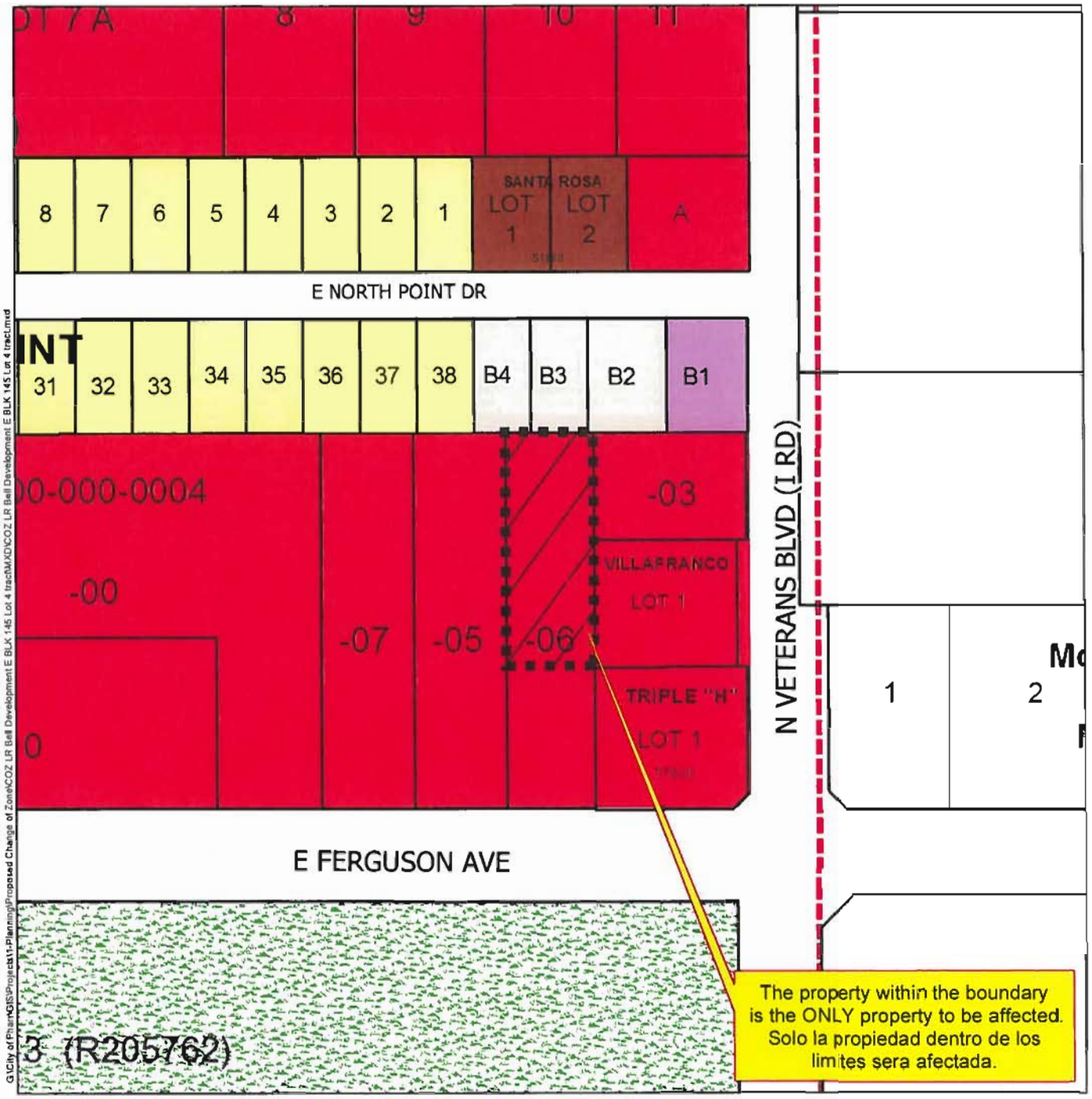
STAFF RECOMMENDATIONS: **Approval**

The property meets area requirements and has adequate ingress and egress.

Roland Gomez, Senior Planner
PREPARED BY

July 22, 2015
DATE

Proposed Change of Zone
LR Bell Development E BLK 145 Lot 4 tract
Santiago Alanis



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

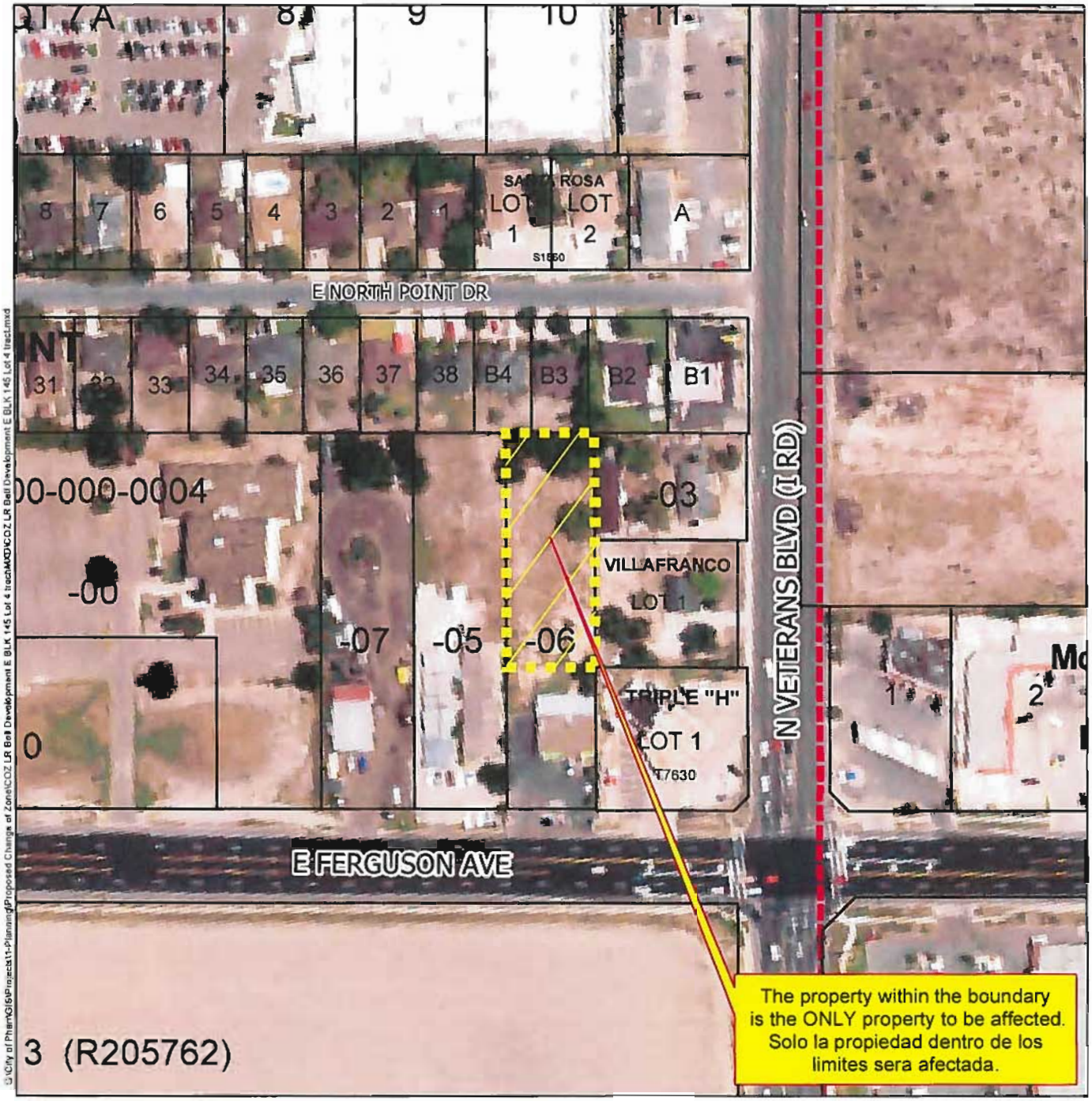
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date. 7/10/2015

Proposed Change of Zone
LR Bell Development E BLK 145 Lot 4 tract
Santiago Alanis



Agricultural Open Space
Single Family
Single Family Small Lot
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High Density Multi-Family
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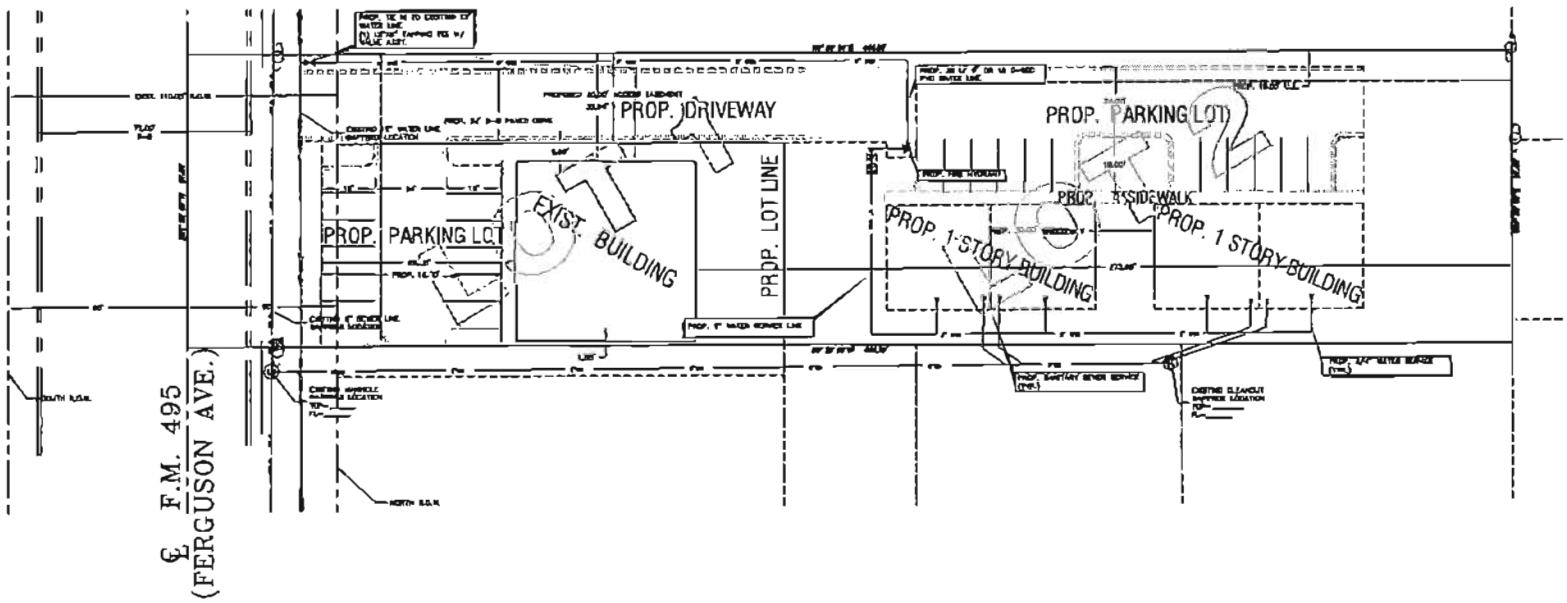
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

Date: 7/10/2015



SCALE: 1" = 20'

LEGEND

	EXIST. MARKER POLE
	EXIST. GUY WIRE
	EXIST. TREE
	EXIST. FENCE LINE
	EXIST. OVERHEAD ELECTRIC LINE
	EXIST. UNDERGROUND CABLE
	EXIST. 6" SANITARY SEWER LINE
	EXIST. SANITARY SEWER MANHOLE
	EXIST. 12" WATER LINE
	EXIST. LIGHT POLE
	PROP. FLUSH VALVE
	PROP. WATER VALVE
	PROP. FIRE HYDRANT
	PROP. WATER METER
	PROP. 6" WATER LINE
	BACK TO BACK
	UTILITY EASEMENT
	NATURAL GROUND
	BACK OF CURB
	TOP OF SIDEWALK
	TOP OF CURB
	TOP OF ASPHALT

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7028
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5162 (FAX) 956-380-5093

DRAWN: ABRAHAM IBANEZ
DESIGN: IVAN GARCIA P.E. 87113
REVIEW: IVAN GARCIA P.E. 87113
SURVEYED: IVAN GARCIA P.E. 87113
SCALE: 1" = 20'
DATE: JULY 2020

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 113863 ON JULY, 2020. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY

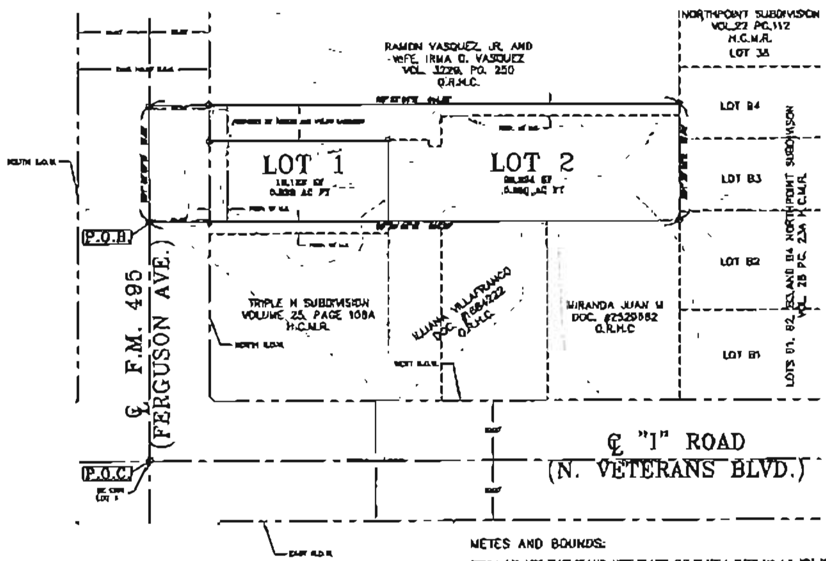
UTILITY LAYOUT
A 2 Z SUBDIVISION
HIDALGO COUNTY
PHARR, TEXAS

SUB 14 025

PLAN NO. 1

A 2 Z SUBDIVISION

BEING A 1.00 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 4, BLOCK 145, L.R. BELL DEVELOPMENT "E" SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 57, MAP RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS:

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

STATE OF TEXAS
CITY OF PHARR

[illegible]

LEOPOLDO "POLO" PALACIOS JR. — DATE
MAYOR, CITY OF PHARR

CITY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

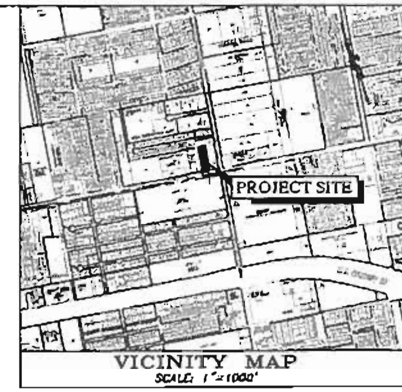
STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

NAME	ADDRESS	PHONE & FAX
OWNER(S): SANTIAGO ALANIS AND SPOUSE, AZANETH ALANIS	[illegible] JACKSON AVENUE, PHARR, TX [illegible]	[illegible]
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.	[illegible] 10TH AVENUE, EDINBURG, TX [illegible]	[illegible]
ENGINEER: IVAN GARCIA, P.E., R.P.L.S.	921 S. 10TH AVENUE, EDINBURG, TX [illegible]	[illegible]



VICINITY MAP
SCALE: 1" = 1000'

SCALE: 1" = 60'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH (4205)
(NAD 83)

LEGEND

[illegible]

GENERAL NOTES:

[illegible]

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
TEXAS LICENSED SURVEYING FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-6162 (FAX) 956-380-5083

PRELIMINARY

PLAT SHEET
A 2 Z SUBDIVISION
CITY OF PHARR, HIDALGO COUNTY, TX

SUB 14 025
1

MEMORANDUM

DATE: AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

FROM: PLANNING STAFF

SUBJECT: IGLESIA BAUTISTA BIBLICA SUBDIVISION
FILE NO. SUB#140612

GENERAL INFORMATION:

APPLICANT: R. Gutierrez Engineering Corporation, representing Daniel Gonzalez, is requesting final plat approval of the proposed Iglesia Bautista Biblica Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.924 acre tract of land, out of, the West 610 feet of the East 660 feet of the North 66 feet of the North 561 feet of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 7200 and 7300 Block of South Cage Boulevard.

ZONING: The property is zoned General Business District (C) and Agricultural and/or Open-Space District (A-O). The adjacent zones are Heavy Commercial District (H-C) to the North and West, General Business District (C) to the East, and Agricultural and/or Open-Space District (A-O) and General Business District (C) to the South. The property is designated for commercial use and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Existing church.

VARIANCES: None requested.

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

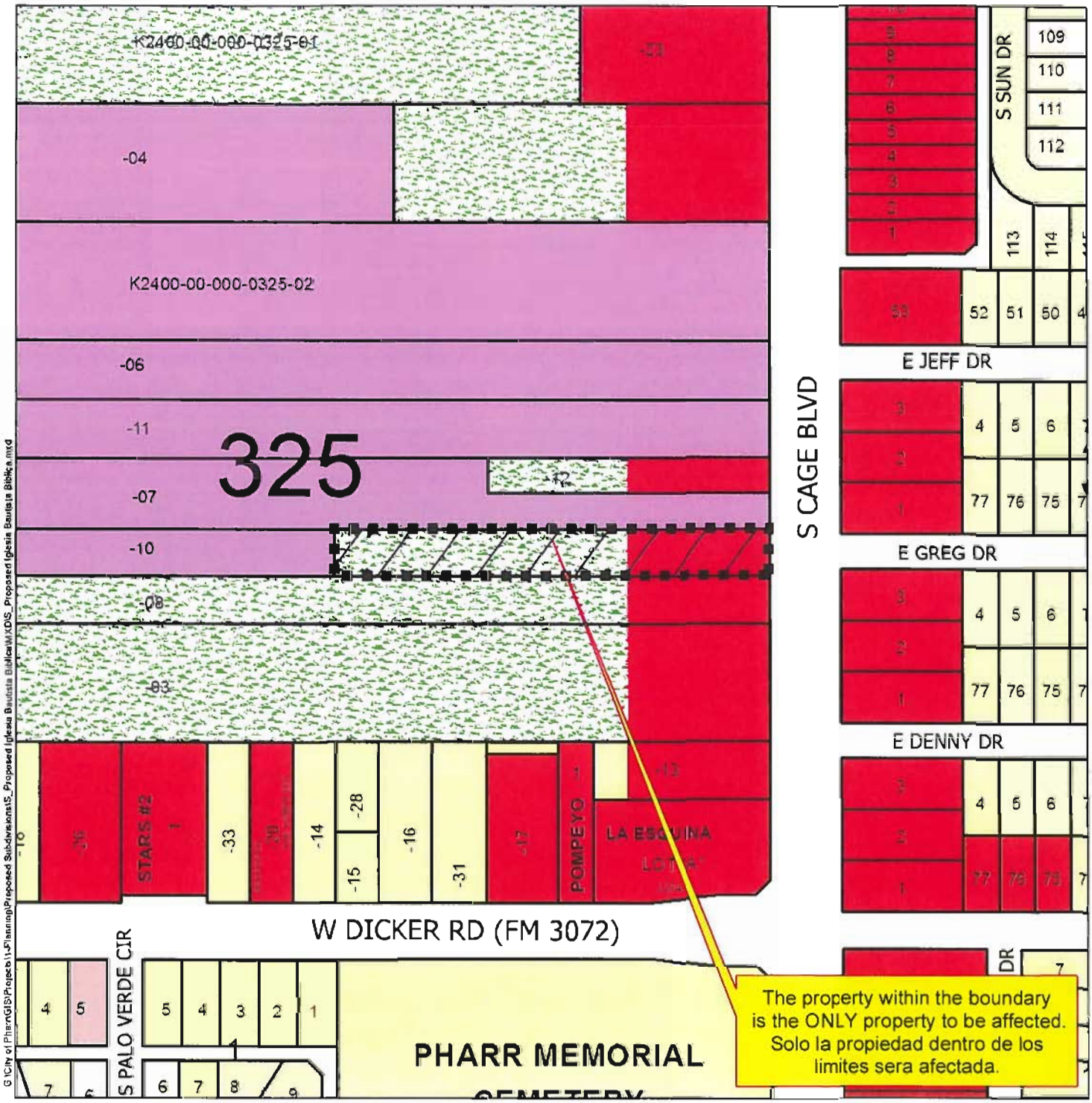
STREETS, PAVING AND R.O.W.:	1)	No Comment.
EASEMENTS:	1)	No Comment.
SIDEWALK: ADA:	1)	No Comment.
FIRE PROTECTION:	1)	No Comment.
WATER:	1)	No Comment.
SEWER:	1)	No Comment.
DRAINAGE:	1)	No Comment.
OTHER:	1)	No Comment.

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

Proposed Subdivision
Iglesia Bautista Biblica
R. Gutierrez Engineering Corp.

Pharr
All-America City
2006

Pharr Engineering



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Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

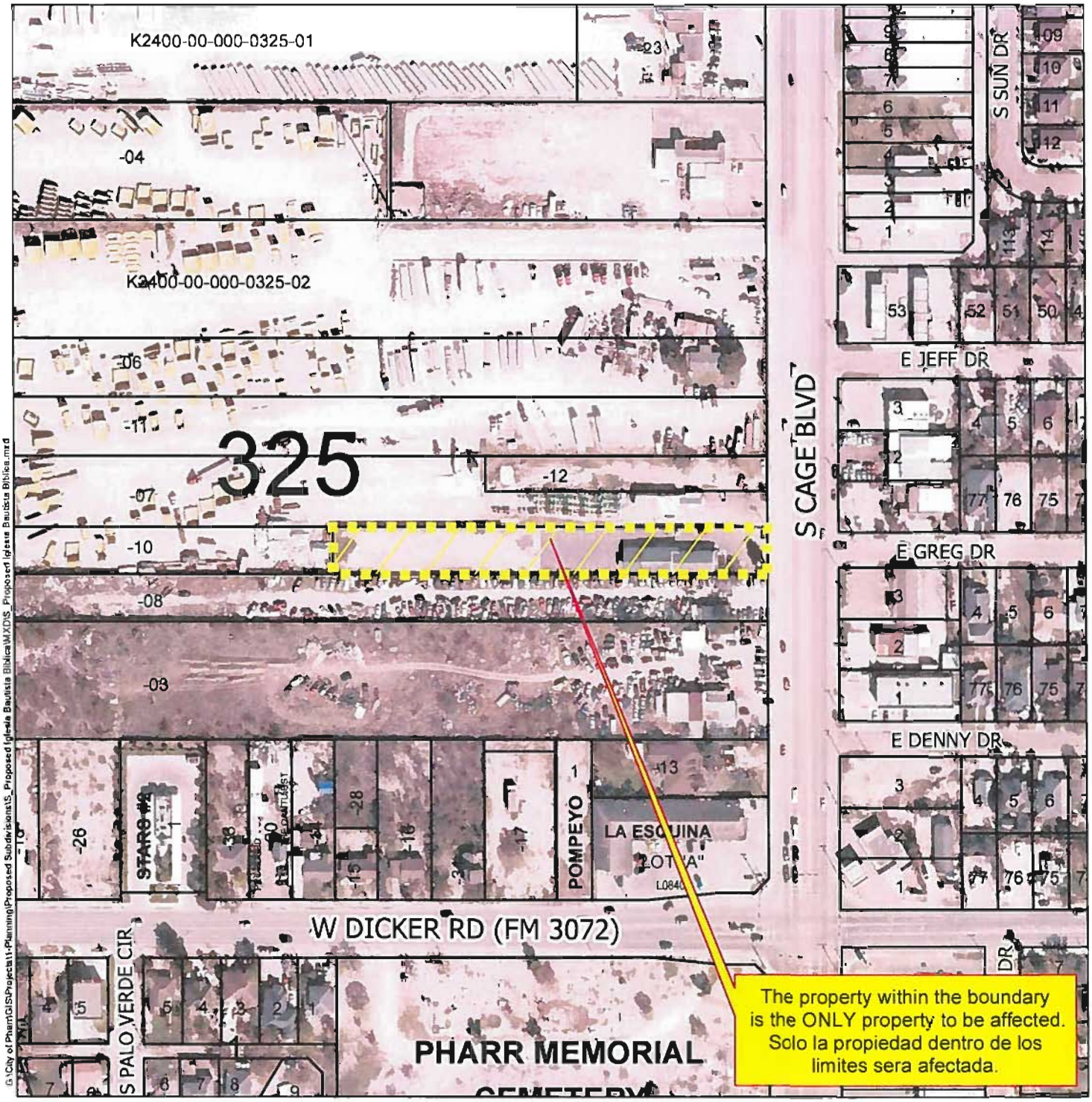
City of Pharr, Texas
Engineering Department
956.702.5355

Date. 7/23/2014

Proposed Subdivision
Iglesia Bautista Biblica
R. Gutierrez Engineering Corp.

Pharr
All-America City
2006

Pharr Engineering



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

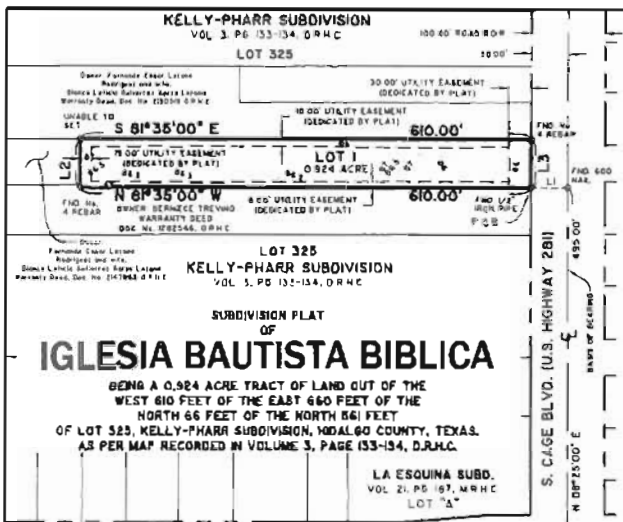
City of Pharr, Texas
Engineering Department
956 702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 7/23/2014



SUBDIVISION PLAT
OF

IGLESIA BAUTISTA BIBLICA

BEING A 0.924 ACRE TRACT OF LAND OUT OF THE WEST 610 FEET OF THE EAST 660 FEET OF THE NORTH 66 FEET OF THE NORTH 561 FEET OF LOT 325, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS. AS PER MAP RECORDED IN VOLUME 3, PAGE 133-134, D.R.H.C.

LA ESQUINA SUBD.
VOL. 21, PG. 167, M.R.H.C.
LOT "A"

STATE OF TEXAS §
COUNTY OF HIDALGO §

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS IGLESIA BAUTISTA BIBLICA TO THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

NAME _____

OWNER IGLESIA BAUTISTA BIBLICA
DANIEL GONZALEZ
ADDRESS 7200 SOUTH CAGE BLVD
PHARR, TX 78577

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED, IGLESIA BAUTISTA BIBLICA KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 2014

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

MY COMMISSION EXPIRES

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, HERNAN A. LUGO, P.E. A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

PRELIMINARY - SUBJECT TO REVISION
HERNAN A. LUGO, P.E.
LICENSED PROFESSIONAL ENGINEER No. 108729
R. GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577
DATE 07-01-2014

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

PRELIMINARY - SUBJECT TO REVISION
PABLO SOTO Jr.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4541
R. GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____ OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

NO	SHEET	REVISION	DATE	APPROVED

100 0 100
SCALE: 1" = 100'

METES AND BOUNDS

A 0.924 ACRE TRACT OF LAND OUT OF THE WEST 610.00 FEET OF THE EAST 660.00 FEET OF THE NORTH 66.00 FEET OF THE NORTH 561.00 FEET OF LOT 325, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS. SAID 0.924 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF LOT 325, KELLY-PHARR SUBDIVISION, **THENCE**, NORTH 00 DEGREES 25 MINUTES 00 SECONDS EAST, WITH EAST LINE OF LOT 325, KELLY-PHARR SUBDIVISION, A DISTANCE OF 495.00 FEET TO A 600 NAIL FOUND; **THENCE**, NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST, PARALLEL TO SOUTH LINE OF LOT 325, KELLY-PHARR SUBDIVISION, A DISTANCE OF 30.00 FEET TO A HALF INCH IRON PIPE FOUND AT THE WEST RIGHT-OF-WAY LINE OF CAGE BOULEVARD (U.S. HIGHWAY 281) FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE **POINT OF BEGINNING**;

THENCE, CONTINUING NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST, PARALLEL TO THE SOUTH LINE OF SAID LOT 325, A DISTANCE OF 610.00 FEET TO A No. REBAR FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08 DEGREES 25 MINUTES 00 SECONDS EAST, PARALLEL TO THE EAST LINE OF SAID LOT 325, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID LOT 325, A DISTANCE OF 600.00 FEET TO A No. 4 REBAR FOUND AT THE EXISTING WEST RIGHT OF WAY LINE OF SAID SOUTH CAGE BOULEVARD (U.S. HIGHWAY 281) FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 00 DEGREES 25 MINUTES 00 SECONDS WEST, WITH THE EXISTING WEST RIGHT OF WAY LINE OF SAID SOUTH CAGE BOULEVARD (U.S. HIGHWAY 281), A DISTANCE OF 66.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.924 ACRE TRACT OF LAND, MORE OR LESS

LOCATION MAP

PREPARED BY: R. GUTIERREZ ENGINEERING CORP.
130 E. PARK AVE.
PHARR, TEXAS 78577

DATE PREPARED: MAY 7, 2014
DATE SURVEYED: MAY 5, 2014

LINE DATA

LINE No.	BEARING	DISTANCE
L1	N 81°35'00" W	50.00'
L2	N 08°25'00" E	66.00'
L3	S 08°25'00" W	66.00'

GENERAL NOTES:

1. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS
2. BUILDING SETBACK LINES AS PER THE CITY OF PHARR ORDINANCE
3. PROPOSED STRUCTURES SHALL HAVE A MINIMUM FINISH FLOOR ELEVATION OF 18 INCHES ABOVE TOP OF CURB FOR SOUTH CAGE BLVD (U.S. HWY 281) AS CENTERED ON LOT
4. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED AN AREA OF APPROXIMATELY 0.92 ACRES AND A VOLUME OF APPROXIMATELY 0.92 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS

   NO BUILDING PERMIT SHALL BE ISSUED FOR THE PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT
5. ALL DETENTION AREAS WILL BE MAINTAINED BY OWNER'S
6. FLOOD ZONE: (B) - AREAS BETWEEN LIMITS OF 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL No. 480334 0500 B. EFFECTIVE DATE: JANUARY 2, 1981
7. LANDSCAPING REQUIREMENTS AS PER CITY ORDINANCE
8. FIRE HYDRANT(S) TO BE INSTALLED AT SUBDIVISION CONSTRUCTION AND ADDITIONAL FIRE PROTECTION MAY BE REQUIRED BY THE CITY OF PHARR AT BUILDING PERMIT STAGE
9. BENCH MARK: CITY OF PHARR REFERENCE MONUMENT No. 16 (3 1/4" INCH ALUMINUM DISK) - ELEVATION: 84.02. NORTH: 16570233.296, EAST: 1085822.613 - BENCH MARK IS LOCATED APPROXIMATELY 156 TO WEST AND 46.0 SOUTH FROM THE SOUTHEAST CORNER OF LOT 325. IT MUST BE NOTED THAT THE SURVEY TOPOGRAPHIC DATA FOR THIS DEVELOPMENT IS BASED ON, NAD. 83, NAVD 88, GEOID 12, 4203 TEXAS SOUTH WHICH WILL BE A PLUS OF 0.87 FEET HIGHER THEN THAT OF THE CITY OF PHARR REFERENCE MONUMENT No. 16
10. EROSION & SEDIMENTATION CONTROL SHALL COMPLY WITH CURRENT T.P.D.E.S. & EPPPP GUIDELINES
11. LOT 1 SHALL HAVE ONLY ONE ENTRANCE ALONG SOUTH CAGE BLVD. (U.S. HWY 281) AS PER TXDOT
12. ALL PROPOSED EASEMENTS ARE DEDICATED BY THIS PLAT
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE CITY

CITY OF PHARR,
MAYOR: LEOPOLDO "POLO" PALACIOS, Jr.
DATE _____

CITY OF PHARR,
CITY CLERK: HILDA PEDRAZA
DATE _____

APPROVAL BY PLANNING AND ZONING COMMISSION

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____ 2014, BY THE PLANNING AND ZONNING COMMISSION OF THE CITY OF PHARR, TEXAS

CHAIRPERSON, PLANNING AND ZONING COMMISSION

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

HIDALGO COUNTY DRAINAGE DISTRICT No. ONE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE _____ DAY OF _____ 2014

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

PRESIDENT _____ ATTEST: _____ SECRETARY

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782 2557 • (FAX) 956 782 2558
FIRM No. 486

PRELIMINARY

PRELIMINARY

KELLY-PHARR SUBDIVISION
VOL. 3, PG. 133-134, D.R.H.C.
LOT 325

LOT 1
0.994 ACRE

EXIST. BLDG.

EXIST. CALICHE PARKING

EXIST. ASPHALT PAVEMENT

10.00' UTILITY EASEMENT

15.00' UTILITY EASEMENT

8.00' UTILITY EASEMENT

30.00' UTILITY EASEMENT

EXIST. 12" SANITARY SEWER

EXIST. 15" SANITARY SEWER

EXIST. 100.00' R.O.W.

EXIST. GAS LINE

EXIST. TELEPHONE LINE

EXISTING WATER METER

EXISTING SANITARY SEWER SERVICE LINE

EXIST. 8" WATER LINE

EXIST. 18" WATER LINE

EXIST. MH TOP=86.43 FL=77.36

EXIST. MH

EXIST. MH TOP=84.80

P.O.B.

S 89°35'00" E 60.00'

S 00°25'00" W 66.00'

N 89°35'00" W 50.00'

N 89°35'00" W 60.00'

N 00°25'00" E 168.00'

498.00'

N 00°25'00" E

BASIS OF BEARING

OWNER
BERNECE TREVINO
WARRANTY DEED
DOC. NO. 1282546, D.R.H.C.

LOT 325
KELLY-PHARR SUBDIVISION
VOL. 3, PG. 133-134, D.R.H.C.

LOT "A"
LA ESQUINA SUBDIVISION
VOL. 21, PG. 197, D.R.H.C.

P.O.C.
S.E. CORNER OF
LOT 325,
KELLY-PHARR SUBDIVISION
VOL. 3, PG. 133-134, D.R.H.C.

S. CAGE BLVD. (U.S. HIGHWAY 281)

DICKER ROAD (F.M. 3072)

SCALE: 1" = 30'

LEGEND

- Sewer Manhole
- Iron Rod
- Flush Valve
- Flush Valve
- Water Valve
- Power Pole W/Light
- Power Pole
- Telephone Box
- Gas Valve
- Gas Marker
- Traffic Signal Box
- Electrical Box
- Elec. Meter
- Single Guy
- Down Guy
- Overhead Power Line
- Gas Line
- Telephone Line
- Water Line
- Fence Line

Professional Engineers & Land Surveyors
CIVIL PARK DRIVE - PHARR, TEXAS 78577
(956) 585-7500 - (956) 585-7501
REGISTRATION FIRM No. 10088-00

R. Gutierrez Engineering Corporation

PRELIMINARY SUBJECT TO REVISION

THE REAL APPEARANCE OF THIS DOCUMENT HAS BEEN ALTERED BY MEANS OF A MACHINE. DATE: 07-01-2014 ALTERATION OF A REALTY DOCUMENT WITHOUT PRIOR NOTICE FROM THE LINE REPRESENTABLE PROFESSIONAL OR AN OFFICE UNDER THE TEXAS TRADEMARK LAW IS PROHIBITED.

IGLESIA BAUTISTA BIBLICA
TOPOGRAPHY DAND
EXISTING UTILITY PLAN

CITY OF PHARR

REVISION	DATE	BY

SCALE: 1" = 30'
DATE: 03-01-14
SURVEY BY: -
DRAWN BY: JR
PREPARED BY: R.G.
CHECKED BY: R.G.

SHEET
1

MEMORANDUM

DATE: AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

FROM: PLANNING STAFF

SUBJECT: INTERENLACE SUBDIVISION
FILE NO. SUB#130822

GENERAL INFORMATION:

APPLICANT: Sam Engineering & Surveying Inc., representing Cesar Garcia Vigil, is requesting final plat approval of the proposed Interenlace Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 10.00 acre tract of land being the East 10.00 acres of the West 20.00 acres of Lot 358, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 600 and 800 Block of West Anaya Road.

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

PROPERTY PROPOSED USE: Cold storage warehouses.

VARIANCES: None requested.

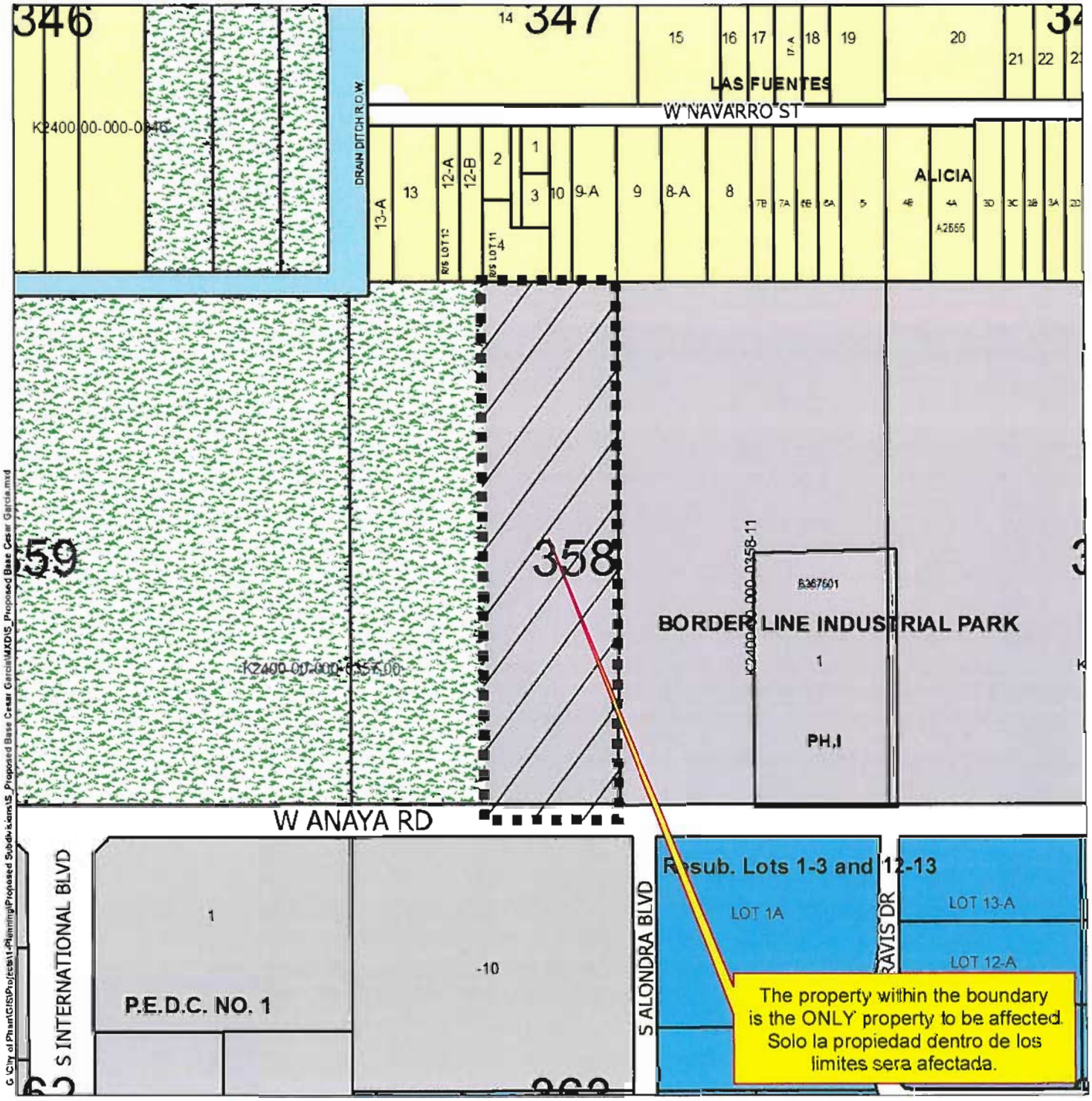
RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Interenlace Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:	1) No Comment.
EASEMENTS:	1) No Comment.
SIDEWALK: **ADA:**	1) No Comment.
FIRE PROTECTION:	1) No Comment.
WATER:	1) No Comment.
SEWER:	1) No Comment.
DRAINAGE:	1) No Comment.
OTHER:	1) No Comment.

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

Proposed Subdivision
Cesar Garcia
SAM Engineering & Surveying, Inc.

Pharr Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R O W
Government Owned
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Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

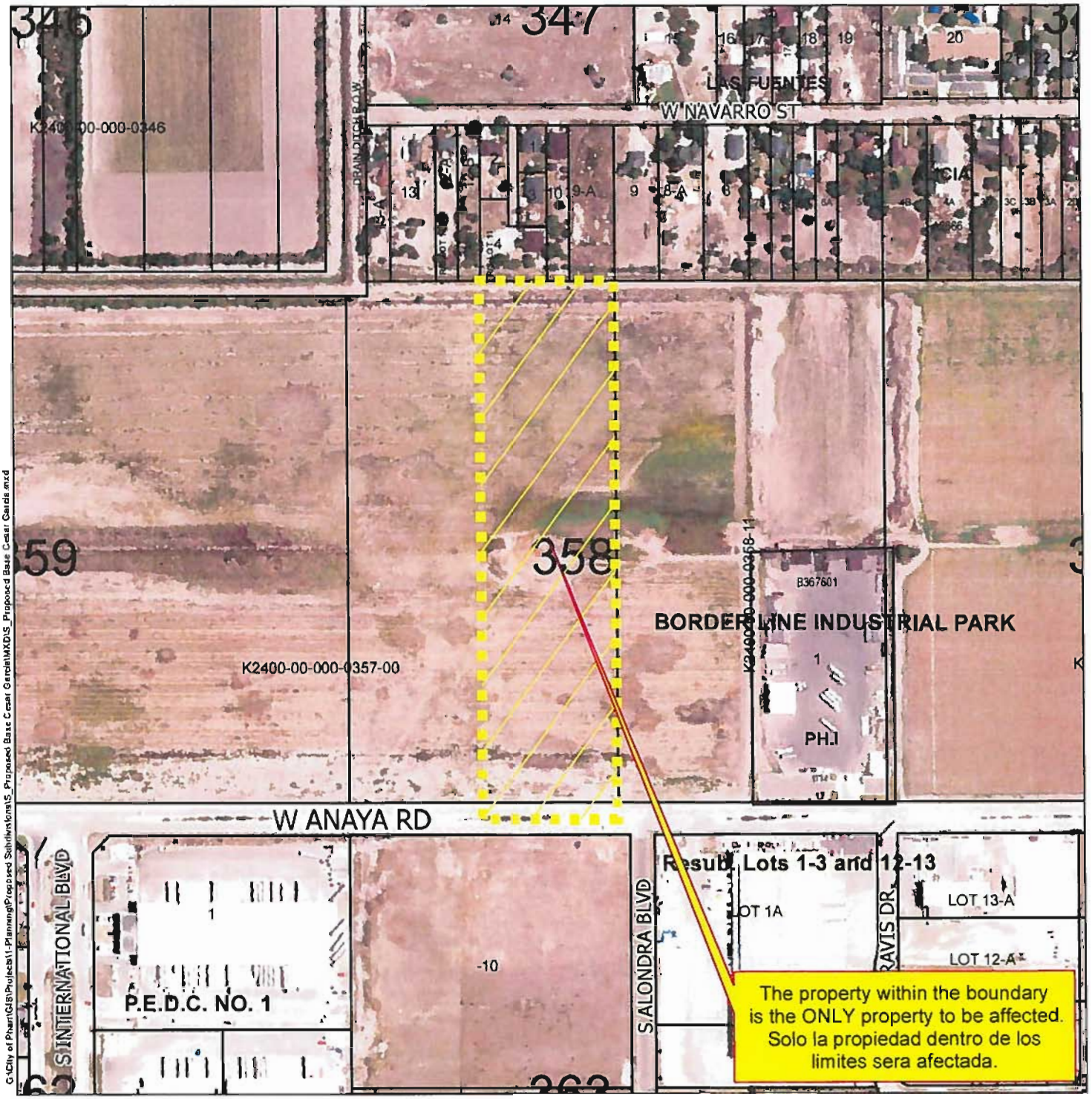
Scale: 1 inch = 350 feet

0 175 350 700 1,050 1,400 Feet

City of Pharr, Texas
Engineering Department
956 702.5355

Date: 7/20/2015

Proposed Subdivision
Cesar Garcia
SAM Engineering & Surveying, Inc.



Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
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PSJA ISD
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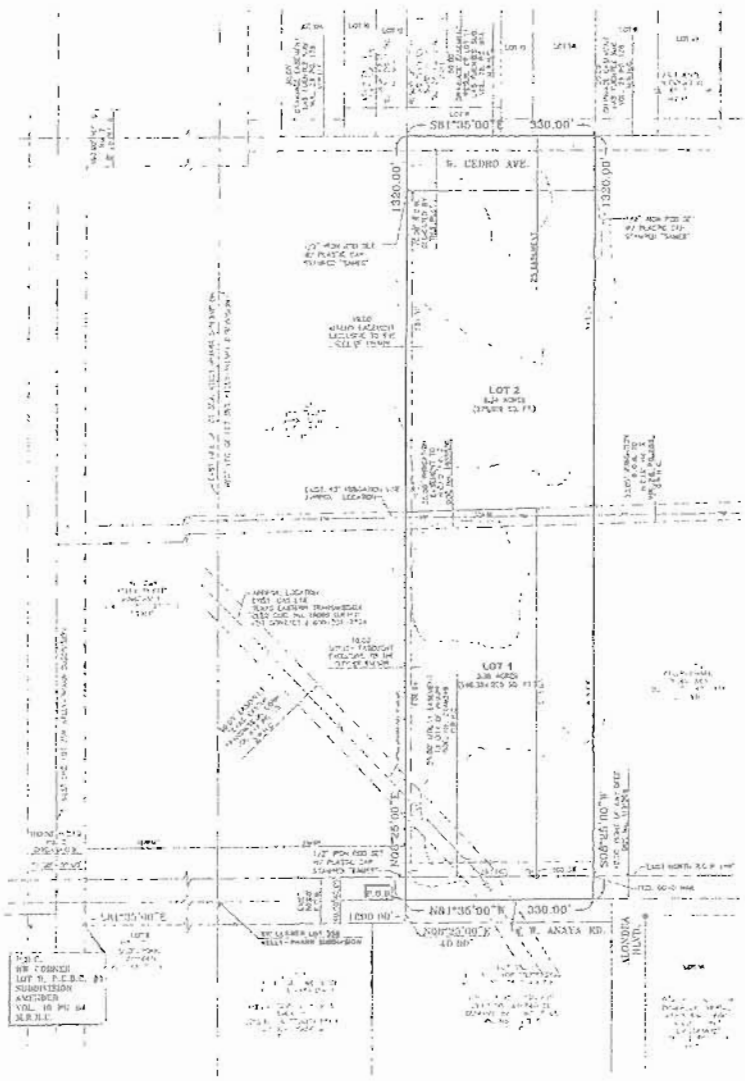
City of Pharr, Texas
Engineering Department
956 702 5355

Date: 7/20/2015



SCALE: 1"=100'

LEGEND

- ● – FND 1/2" IRON ROD
- △ – SET 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SAMES"
- ⊥ – FND 60 D-NAIL
- ⊙ PK – POINT OF BEGINNING
- FND – FOUND
- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING

BASIS OF BEARINGS:

1. BASIS OF BEARING SOUTH LINE OF LOT 2 OF KELLY-PHARR SUBDIVISION VOLUME 2, PAGE 132 (M), HIDALGO COUNTY, TEXAS.
2. ALL VEGETATION CONTROL ON THIS PROJECT AND TEMPORARILY DISTURBED AREA OFF MY PROPERTY.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

COUNTY CLERK'S RECORDED IN CERTIFICATE:

FILED FOR RECORD IN HIDALGO COUNTY, HONORABLE RAMIRO R. GONZALEZ HIDALGO COUNTY CLERK

ON _____ AT _____ O'CLOCK M.

INSTRUMENT NUMBER: _____

OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) CEDAR SARDIS, INC. THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HERE IN AS THE INTERENLACE SUBDIVISION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, COMMON AREAS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE NOT FILLED OR WHICH DO NOT CROSS, OR ARE INSTALLED, EXCEPT SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION ORDINANCE PROVISIONS OF THE CITY OF PHARR, AND THE SAME FOR THE PURPOSES THEREIN EXPRESSED, OTHER ON THE PLAT HEREOF ON ON THE OFFICIAL MINUTES OF THE GOVERNING AUTHORITY OF THE CITY OF PHARR.

CEDAR SARDIS, INC.
8300 LAMAR DR.
PHARR, TEXAS 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CEDAR SARDIS, INC., KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11TH DAY OF JUNE, 2015

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MARIA E. GARCIA
My Commission Expires
February 23, 2018

APPROVED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____, 20____ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

CHAIRPERSON, PLANNING AND ZONING COMMISSION — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF PHARR, HIDALGO COUNTY, HEREBY FIND THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF PHARR OR THEREON APPROVAL IS REQUIRED.

MAYOR, CITY OF PHARR — DATE

JOSEPHINE "PEGGY" PALACIOS JR.

ATTEST: CITY CLERK — DATE

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 THIS THE _____ DAY OF _____, 20____.

NO OBSTRUCTIONS OF ANY KIND (INCLUDING BUT NOT LIMITED TO TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 (HCID #2) OR ITS EASEMENTS.

PRESIDENT — ATTEST: SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HAVING CERTIFIED THAT THE DRAINAGE PLAN FOR THIS SUBDIVISION COMPLIES WITH THE DRAINAGE STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. BASED ON SUCH CERTIFICATE, THE DISTRICT ENGINEER CONTENDS IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE: _____

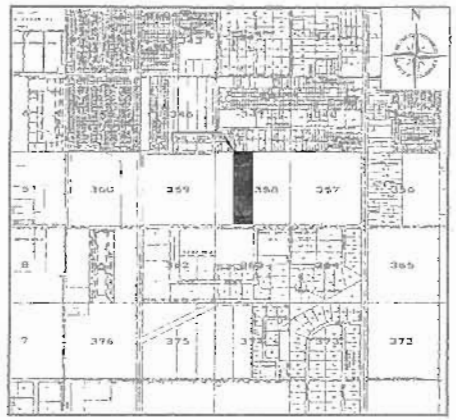
GENERAL NOTES:

1. FLOOD INFORMATION: FIRM PANEL "B" AREAS DEFINED INSIDE OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

   INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0005 B REVISED: JANUARY 2, 1981

2. BENCHMARK: CITY OF PHARR BM # 8 ELEV = 28.83, N: 16574973.8763, E: 1062333.8 LOCATED CENTERLINE OF CORNER OF THE INTERSECTION OF ALONDRA ROAD AND US HIGHWAY 281 (EXISTING)
3. SETBACKS AS PER CITY OF PHARR ORDINANCE.
4. MINIMUM FINISH FLOOR ELEVATION: 18 INCHES ABOVE TOP OF CURB AT CENTER OF LOT
5. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.
6. NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
7. A 5' SIDEWALK, WHEELCHAIR RAMPS, AND LANDING PER ADA REQUIREMENTS ARE TO BE CONSTRUCTED ALONG THE NORTH SIDE OF E. ANAYA ROAD, AND THE EAST SIDE OF NEW ROAD, AT THE TIME OF BUILDING PERMIT STAGE.
8. STORMWATER POLLUTION PREVENTION CONTROLS (SWPPP) CONSTRUCTION SHALL BE IN ACCORDANCE WITH TPDES GUIDELINES.
9. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE OWNER(S) OF RECORD FOR THE EXCLUSIVE USE OF THIS PROPERTY SHALL NOT EXCEED THE AREA OF 47% (JONES AND A 1/2 ACRE) OF APPROXIMATELY 0.0351 ACRE-FEET (1,529 SQ. FT.) OF AREA OF 0.72 ACRES AND A VOLUME OF APPROXIMATELY 1.89 ACRE-FEET (82,367 SQ. FT.) OF RESERVED FOR LOT 2. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.

   NO BUILDING PERMIT SHALL BE ISSUED FOR ANY PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR.
10. CURBS ARE TO MINIMUM DETENTION AREA.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PROCESS BEFORE PHASE 1 OR CREATE 10 PERMIT AND ADDITIONAL FIRE PROTECTION REQUIREMENTS.
13. DEVELOPMENT WORKER TO CONSTRUCT PERMANENT FENCE AROUND AROUND DETENTION POND/AREAS THAT ARE 3.5' OR DEEPER.
14. OWNERSHIP OF ALL PLAT NOTES AND EXPLANATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER OR ENTITY TO WHOM THE SECRETARY IS GRANTED.



LOCATION MAP
SCALE: 1"=1000'

INTERENLACE SUBDIVISION

A TRACT OF LAND (APPROXIMATELY 12.71 ACRES) BEING THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES, LOT 358, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 2, PAGE 132 (M), DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 10.00 ACRES (APPROXIMATELY 12.71 ACRES) BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

METES AND BOUNDS

A 10.00 ACRE (APPROXIMATELY 12.71 ACRES) TRACT OF LAND BEING THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES, LOT 358, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 2, PAGE 132 (M), DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 10.00 ACRES (APPROXIMATELY 12.71 ACRES) TRACT OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 9, P.C.D.C. #1 SUBDIVISION ACCORDING AS RECORDED IN VOLUME 18, PAGE 64, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2, CANAL RIGHT OF WAY AND THE SOUTH RIGHT OF WAY LINE OF WEST ANAYA ROAD, THENCE SOUTH 81°35'00" EAST, A DISTANCE OF 1010.00 FEET WITH THE NORTH LINE OF SAID P.C.D.C. #1 SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF SAID WEST ANAYA ROAD, TO A POINT, ON THE NORTH LINE OF A 2.43 ACRE TRACT CONVEYED TO CORPORATION OF COMMERCE EXCHANGE INC. AS RECORDED IN DRAINAGE EASEMENT DEED DOCUMENT NUMBER [illegible], THENCE NORTH 08°25'00" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE CENTER LINE OF SAID WEST ANAYA ROAD AND THE SOUTH LINE OF LOT 358, KELLY-PHARR SUBDIVISION FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING.

THENCE NORTH CONTINUE EAST, AT 40.00 FEET PASS A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET ON THE EXISTING NORTH RIGHT OF WAY LINE OF SAID WEST ANAYA ROAD, AT 1320.00 FEET PASS A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR A FUTURE SOUTH RIGHT OF WAY OF WEST ANAYA AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND.

THENCE SOUTH CONTINUE EAST, A DISTANCE OF 330.00 FEET WITH THE SOUTH LINE OF SAID LOT 2 (CEDRO SUBDIVISION) AND THE NORTH LINE OF SAID LOT 358, TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND.

THENCE SOUTH CONTINUE EAST, AT 40.00 FEET PASS A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET ON A FUTURE SOUTH RIGHT OF WAY LINE OF WEST ANAYA AVENUE, AT 1320.00 FEET PASS A POUND 60-D NAIL SET ON THE EXISTING NORTH RIGHT OF WAY LINE OF SAID WEST ANAYA ROAD AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 358, AND THE CENTER LINE OF SAID WEST ANAYA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND.

THENCE WEST WITH SOUTHEAST BOUND, A DISTANCE OF 330.00 FEET WITH THE CENTERLINE OF SAID WEST ANAYA ROAD AND THE SOUTH LINE OF SAID LOT 358, TO THE POINT OF BEGINNING, CONTAINING 12.00 ACRES (APPROXIMATELY 12.71 ACRES) GROSS, SUBJECT OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

"KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, SAMUEL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, BE AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT."

6/2/2015
SAMUEL D. MALDONADO — DATE
RPLS – No. 5021
PE – No. 81869

DATE OF PREPARATION: JUNE 2015

NO	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CEDAR SARDIS, INC.	8300 LAMAR DR.	PHARR, TEXAS 78577	(956) 787-3872	(956) 787-3872
ENGINEER:	SAMUEL D. MALDONADO, P.E.	200 S. CADE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS.	200 S. CADE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883

SAMES SAM Engineering & Surveying, Inc.
200 S. CADE BLVD.
PHARR, TEXAS 78577
TEL. (956) 702-8880
FAX: (956) 702-8883
REGISTRATION # F-10802

MEMORANDUM

DATE: AUGUST 04, 2015

TO: MAYOR AND CITY COMMISSION

FROM: PLANNING STAFF

SUBJECT: CENTER ON RIDGE ROAD SUBDIVISION PHASE I
FILE NO. SUB#141130

GENERAL INFORMATION:

APPLICANT: Dannenbaum Engineering Company, representing Charles Mueller, is requesting final plat approval of the proposed Center on Ridge Road Subdivision Phase I.

LEGAL DESCRIPTION: The property is legally described as being a 2.161 acre tract of land, out of, Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 400 and 500 Block of West Ridge 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, General Business District (C) to the East, and Agricultural and/or Open-Space District (A-O) to the South and West. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Commercial Development.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff is recommending final plat approval of the proposed Center on Ridge Road Subdivision Phase I subject to the following conditions:

STREETS, PAVING AND R.O.W.:	1) No Comment.
EASEMENTS:	1) No Comment.
SIDEWALK: ADA:	1) No Comment.
FIRE PROTECTION:	1) See attached comments.
WATER:	1) No Comment.
SEWER:	1) No Comment.
DRAINAGE:	1) No Comment.
OTHER:	1) No Comment.

PLANNING AND ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Center on Ridge Road Subdivision Phase I.

Pharr
Fire Department

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

Subdivision: Master plat of Center on Ridge Road Phase 1 (Final Inspection)

Reviewed By: Felipe Pedraza, Asst. Fire Marshal Date: July 8, 2015

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

Additional Comments:

☒ At the time of subdivision final, the subdivision was found to be within reasonable compliance.

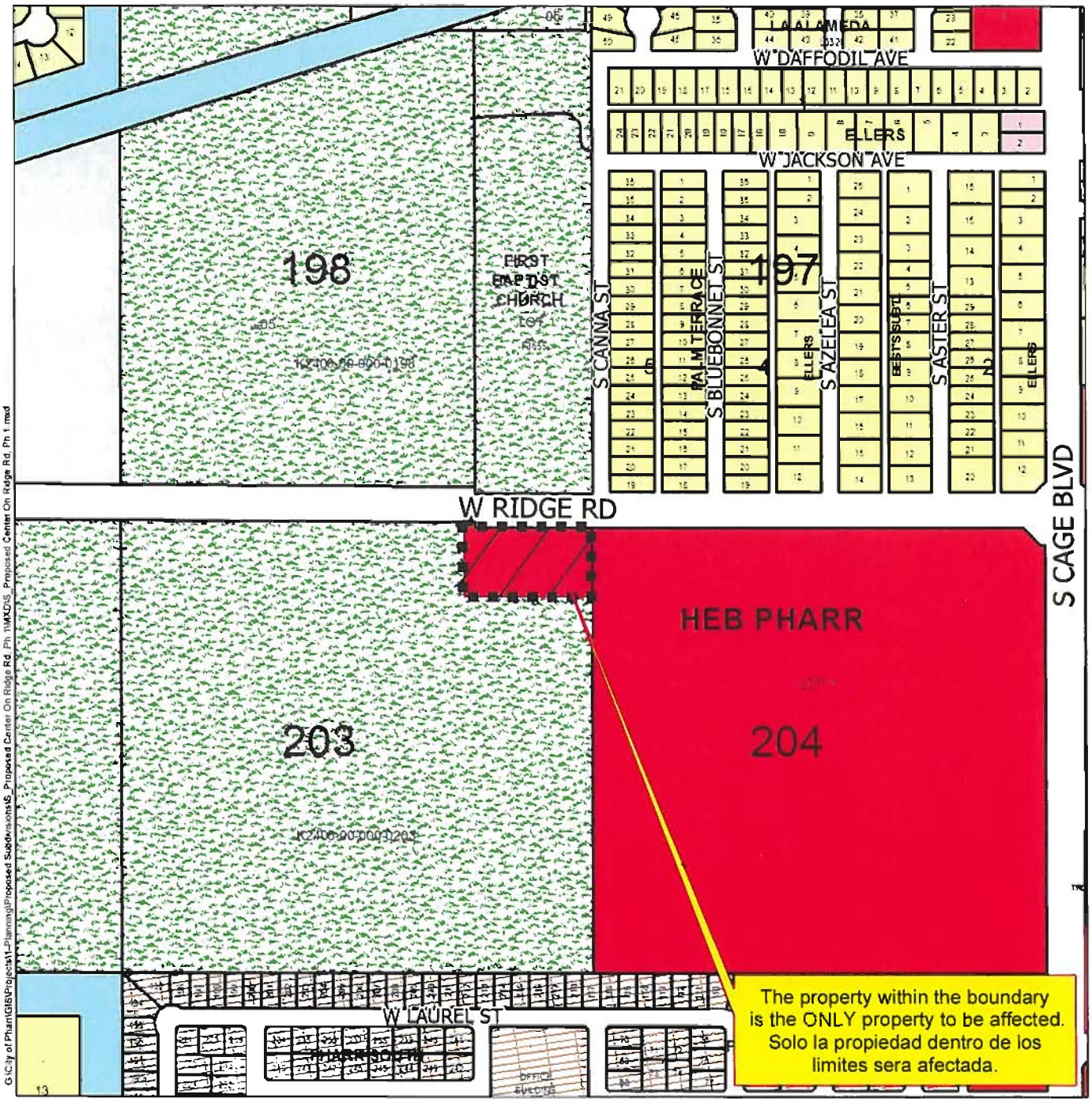
☒

☒

Proposed Subdivision
Center On Ridge Rd, Ph 1

Pharr
All America City
2006

Pharr Engineering



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

City of Pharr, Texas
Engineering Department
956.702.5355

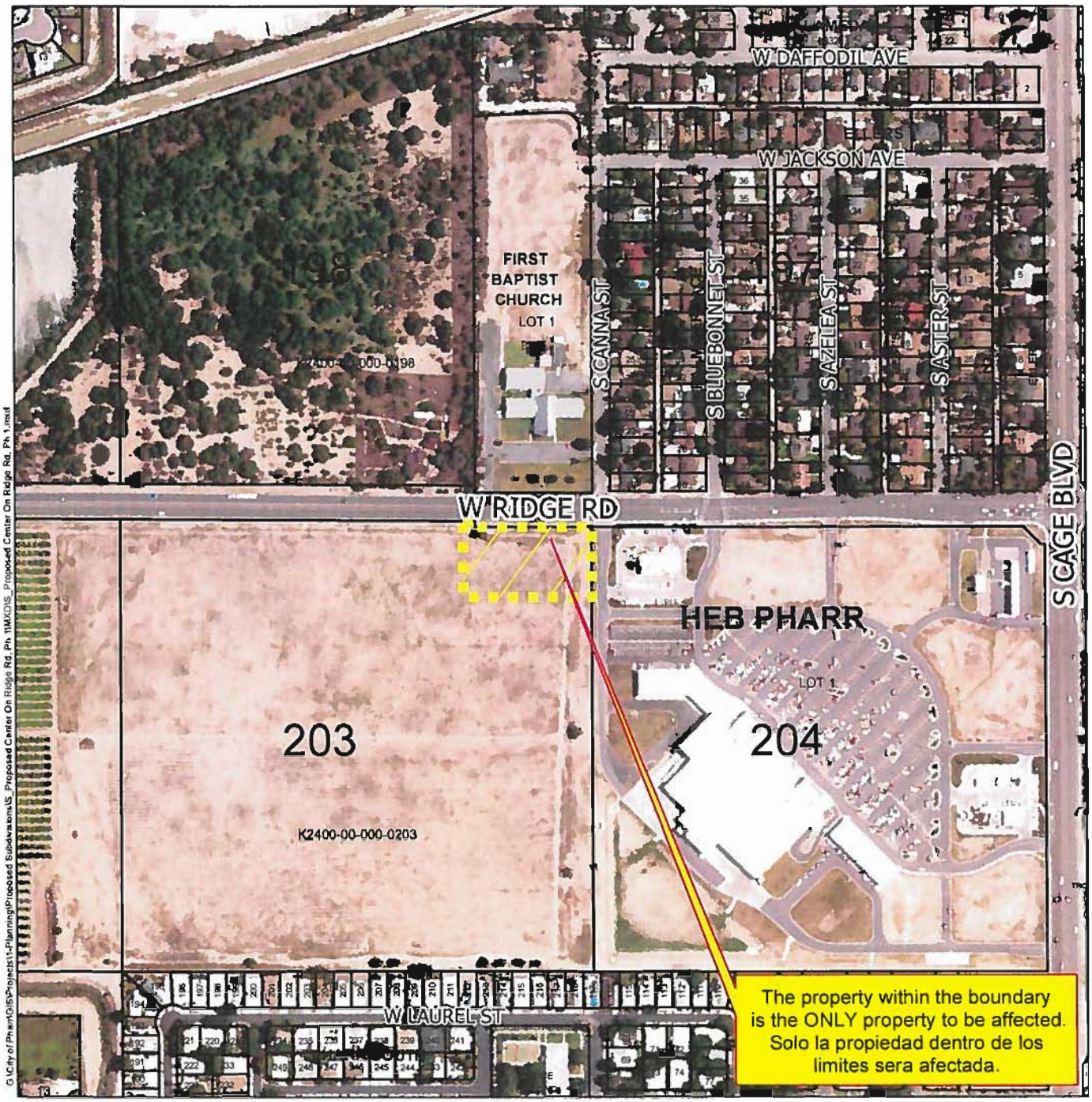
Scale: 1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet

N W E S

Date: 7/20/2015

Proposed Subdivision
Center On Ridge Rd, Ph 1



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

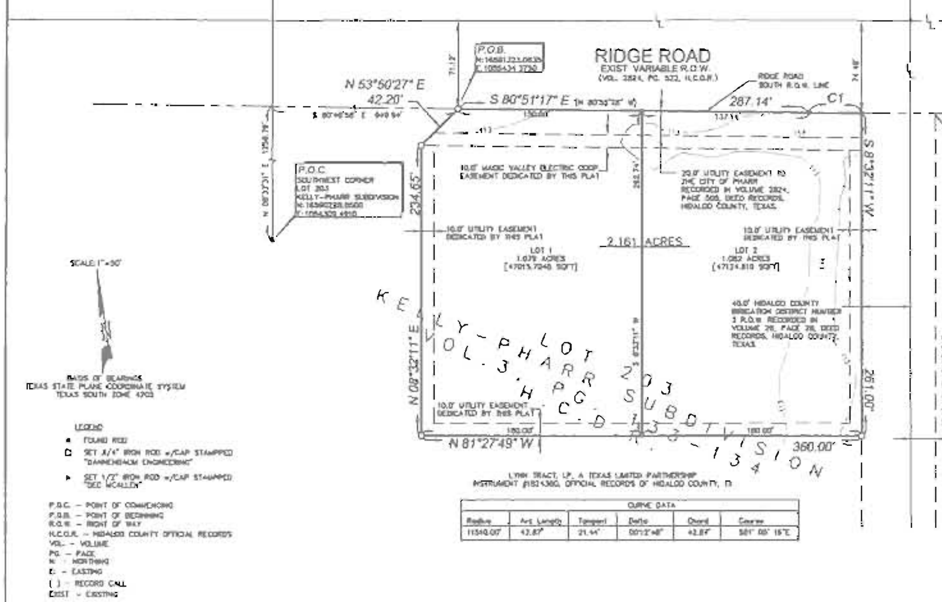
City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet

N W E S

Date: 7/20/2015



CURVE DATA					
Radius	Arc Length	Tangent	Delta	Chord	Course
11510.00'	42.87'	21.44'	00°12'48"	42.87'	S81° 00' 15"E

SUBDIVISION PLAT
OF
CENTER ON RIDGE ROAD, PHASE I

A 2.161 ACRE TRACT OF LAND, OUT OF LOT TWO HUNDRED AND THREE (203), KELLY-PHARR SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133-134, OF THE HIDALGO COUNTY DEED RECORDS, HIDALGO COUNTY, TEXAS, SAID LOT 204 BEING THE SAME AS CONVEYED LYNN TRACT, LP, A TEXAS LIMITED PARTNERSHIP, BY VIRTUE OF SPECIAL WARRANTY DEED, DATED OCTOBER 15, 2007, AS RECORDED IN DOCUMENT NUMBER 2007-1824380 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION:

BEING A 2.161 ACRE TRACT OF LAND, OUT OF LOT TWO HUNDRED AND THREE (203), KELLY-PHARR SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133-134, OF THE HIDALGO COUNTY DEED RECORDS, HIDALGO COUNTY TEXAS, SAID LOT 203 BEING THE SAME AS CONVEYED TO LYNN TRACT, LP, A TEXAS LIMITED PARTNERSHIP, BY VIRTUE OF SPECIAL WARRANTY DEED, DATED OCTOBER 15, 2007 AS RECORDED IN DOCUMENT NUMBER 2007-1824380 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY TEXAS (O.R.H.C.T.), SAID 2.161 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND ½ INCH IRON ROD (N 16590228.8500, E 1084309.4910) LOCATED ON THE SOUTHWEST CORNER OF SAID LOT 203, KELLY-PHARR SUBDIVISION; THENCE NORTH 08 DEGREES 32 MINUTES 11 SECONDS EAST WITH THE WEST BOUNDARY LINE OF SAID LOT 203, KELLY PHARR SUBDIVISION, A DISTANCE OF 1250.79 FEET TO A ½ INCH IRON ROD FOUND AT THE SOUTH VARIABLE WIDTH RIGHT OF WAY LINE OF RIDGE ROAD AS RECORDED IN VOLUME 2824, PAGE 522, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; THENCE SOUTH 80 DEGREES 49 MINUTES 58 SECONDS EAST ALONG THE SOUTH VARIABLE RIGHT OF WAY LINE OF SAID RIDGE ROAD A DISTANCE OF 849.94 FEET TO A SET 5/8-INCH IRON ROD WITH CAP STAMPED "DANNENBAUM ENGINEERING" (N 16591283.0835, E 1085434.3750) FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE SOUTH 80 DEGREES 51 MINUTES 17 SECONDS EAST (NORTH 80 DEGREES 55 MINUTES 28 SECONDS WEST – RECORD) WITH THE SAID SOUTH VARIABLE WIDTH RIGHT OF WAY LINE OF RIDGE ROAD AT A DISTANCE OF 150.00 FEET PASS A SET 1/2-INCH IRON ROD WITH A CAP STAMPED "DEC MCALLEN" AT THE NORTHEAST CORNER OF PROPOSED LOT 1 OF THIS TRACT OF LAND, SAME BEING THE NORTHWEST CORNER OF PROPOSED LOT 2 OF THIS TRACT OF LAND, A TOTAL DISTANCE OF 287.14 FEET TO A ½-INCH ROD FOUND AT A POINT OF CURVATURE TO THE LEFT OF THIS TRACT OF LAND;

THENCE ALONG SAID SOUTH VARIABLE WIDTH RIGHT OF WAY LINE OF RIDGE ROAD WITH AN ARC TO THE LEFT HAVING A RADIUS OF 11510.00 FEET, ARC LENGTH OF 42.87 FEET, TANGENT LENGTH OF 21.44 FEET, DELTA ANGLE OF 00 DEGREES 12 MINUTES 48 SECONDS AND A CHORD WITH A BEARING OF SOUTH 81 DEGREES 00 MINUTES 15 SECONDS EAST AND A LENGTH OF 42.87 FEET TO A ½ INCH ROD FOUND AT THE WEST LINE OF A 40.0 FOOT RIGHT OF WAY DEDICATED TO HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 AS RECORDED IN VOLUME 28, PAGE 28 OF THE DEED RECORDS OF HIDALGO COUNTY TEXAS FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08 DEGREES 32 MINUTES 11 SECONDS WEST WITH THE WEST LINE OF SAID 40.0 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 RIGHT OF WAY LINE A DISTANCE OF 261.00 FEET TO A SET 5/8 INCH IRON ROD WITH A CAP STAMPED "DANNENBAUM ENGINEERING" FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81 DEGREES 27 MINUTES 49 SECONDS WEST ACROSS SAID LOT 203 OF KELLY-PHARR SUBDIVISION AT A DISTANCE OF 180.00 FEET PASS SET 1/2 INCH IRON ROD WITH A CAP STAMPED "DEC MCALLEN" FOR THE SOUTHWEST CORNER OF SAID PROPOSED LOT 2 OF THIS TRACT OF LAND, SAME BEING THE SOUTHEAST CORNER OF PROPOSED LOT 1 OF THIS TRACT OF LAND, CONTINUING A TOTAL DISTANCE OF 360.00 FEET TO A SET 5/8-INCH IRON ROD WITH A CAP STAMPED "DANNENBAUM ENGINEERING" FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08 DEGREES 32 MINUTES 11 SECONDS EAST ACROSS SAID LOT 203 OF KELLY PHARR SUBDIVISION A DISTANCE OF 234.65 FEET TO A SET 5/8-INCH IRON ROD WITH A CAP STAMPED "DANNENBAUM ENGINEERING" FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 53 DEGREES 50 MINUTES 27 SECONDS EAST ALONG A PROPOSED 30 FOOT BY 30 FOOT CORNER CLIP A DISTANCE OF 42.20 FEET TO THE POINT OF BEGINNING, CONTAINING 2.161 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE 1st DAY OF July 20 15

NAME: MANUEL CARDENAS [illegible]
TEXAS R.P.L.S. 5388

PRINCIPAL CONTACT:

NAME		ADDRESS	CITY AND ZIP	PHONE	FAX
OWNER:	LYNN TRACT, LP, A TEXAS LIMITED PARTNERSHIP	1400 N. MCCOLL RD., SUITE 201,	MCALLEN, TX 78501	956-994-8802	956-994-8803
ENGINEER:	NATHANIEL OLIVAREZ	1109 W. NOLANA AVE., SUITE 208,	MCALLEN, TX 78504	956-429-0002	956-686-1822

STATE OF TEXAS
COUNTY OF HIDALGO

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

OWNER: LYNN TRACT, L.P., A TEXAS LIMITED PARTNERSHIP
CHARLES D. MUELLER MANAGER
1400 N. MCCOLL ROAD SUITE 201
MCALLEN, TEXAS, 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ______ KNOWN TO ME TO BE THE PERSON WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ______ DAY OF ______ 20____

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE CITY.

CITY OF PHARR CLERK ______ DATE ______

CITY OF PHARR MAYOR ______ DATE ______
LEOPOLDO "POLO" PALACIOS JR

APPROVAL BY PLANNING AND ZONING COMMISSION:

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION CITY OF PHARR, TEXAS, THIS ______ DAY OF ______ 20____ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR TEXAS.

CHAIRPERSON PLANNING AND ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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

BY HIDALGO COUNTY DRAINAGE DISTRICT NO 1 ______ DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATION

THIS PLAT HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE ______ DAY OF ______ 20____ NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

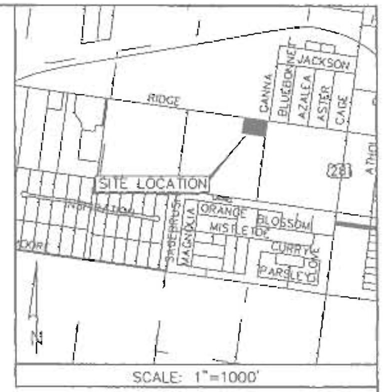
PRESIDENT ______ ATTEST ______ SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE TEXAS, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

DATED THIS THE 1ST DAY OF JULY 20 15

Nathaniel Olivarez, P.E.
NAME: NATHANIEL OLIVAREZ
TEXAS P.E. LICENSE # 111615



GENERAL PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION 18" ABOVE THE TOP OF CURB.

2. FLOOD ZONE DESIGNATION ZONE "C" AREAS OF MINIMAL FLOODING (NO SHADING).

COMMUNITY PANEL NUMBER 480334 0425 C MAP REVISED NOVEMBER 16, 1982

3. BUILDING SETBACKS AS PER CITY ORDINANCE.

4. REFERENCE D TO THE CITY OF PHARR BENCHMARK MONUMENT #35
NORTHING 16591462.611
EASTING 1085154.704
ELEVATION 112.81

5. A 5-FOOT CONCRETE SIDEWALK WITH ADA COMPLIANT RAMPS AND LANDINGS WILL BE REQUIRED IN ALL INTERIOR STREETS AND IN RIDGE ROAD AT BUILDING PERMIT STAGE.

6. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION HAS ESTIMATED THAT A VOLUME OF APPROXIMATELY 7962 CUBIC FEET (0.183 ACRE FEET) FOR LOT 1 AND 7996 CUBIC FEET (0.184 ACRE FEET) FOR LOT 2 WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.

7. OWNERS TO MAINTAIN DETENTION AREAS.

8. NO CONSTRUCTION OF ANY STRUCTURE IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE AND ADDITIONAL FIRE PROTECTION MAY BE REQUIRED AT TIME OF BUILDING PERMIT PHASE.

9. ANY DETENTION AREA BELOW A DEPTH OF THREE FEET SHALL BE ENCLOSED WITH A FENCE.

10. CONSTRUCTION SHALL COMPLY WITH ALL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (TPDES) REQUIREMENTS.

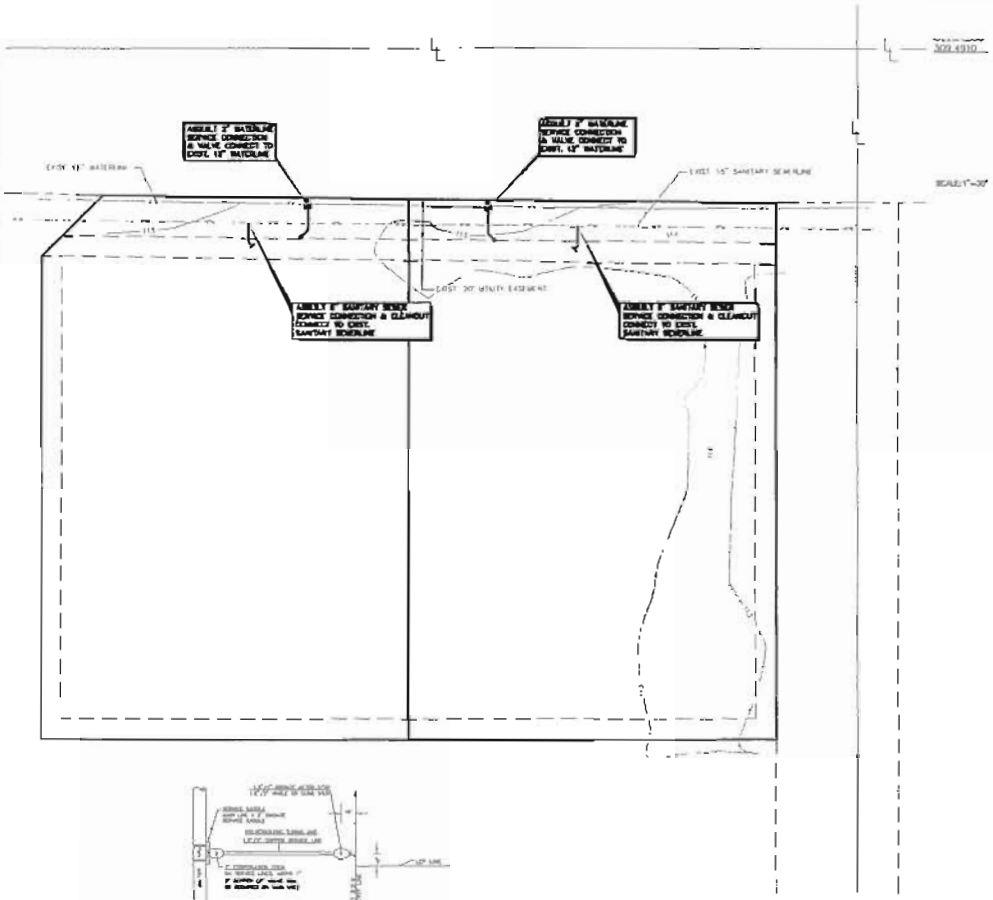
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

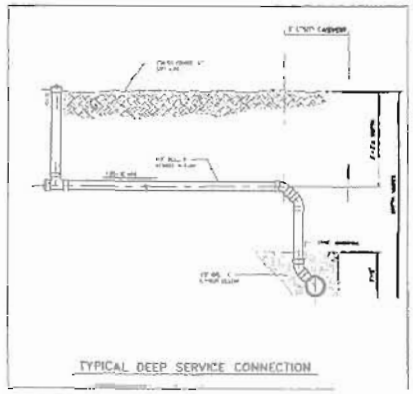
12. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.

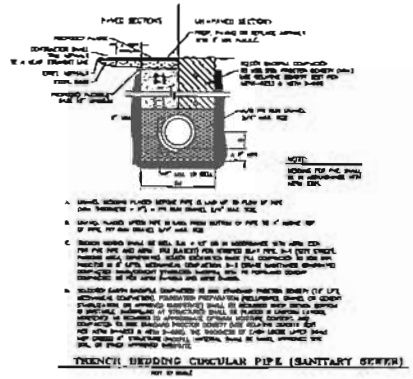
FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON ______ AT ______ AM/PM
INSTRUMENT NUMBER ______
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY ______ DEPUTY

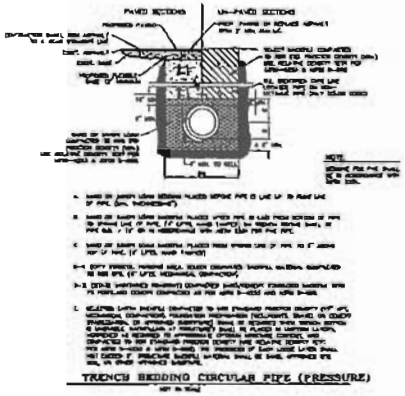
SHEET 3 OF 8

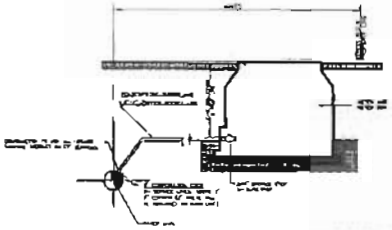
DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.L.S. FIRM REGISTRATION #1014041
1109 WEST NOLANA AVE., STE 208 McALLEN, TX 78504 (956) 682-3677

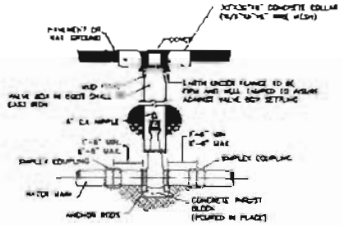












STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE TEXAS, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN DRAWN PROPER AND NECESSARY ENGINEERING CONSIDERATION.

DATED THIS THE 1st DAY OF July, 20 15

Nathaniel Olivares, P.E.
(NAME OF ENGINEER)
(REG. NO. 111613 OF TEXAS)

FILED FOR RECORD IN HIDALGO COUNTY, TEXAS
GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON _____ AT _____ M/PM
INSTRUMENT NUMBER _____
ON MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

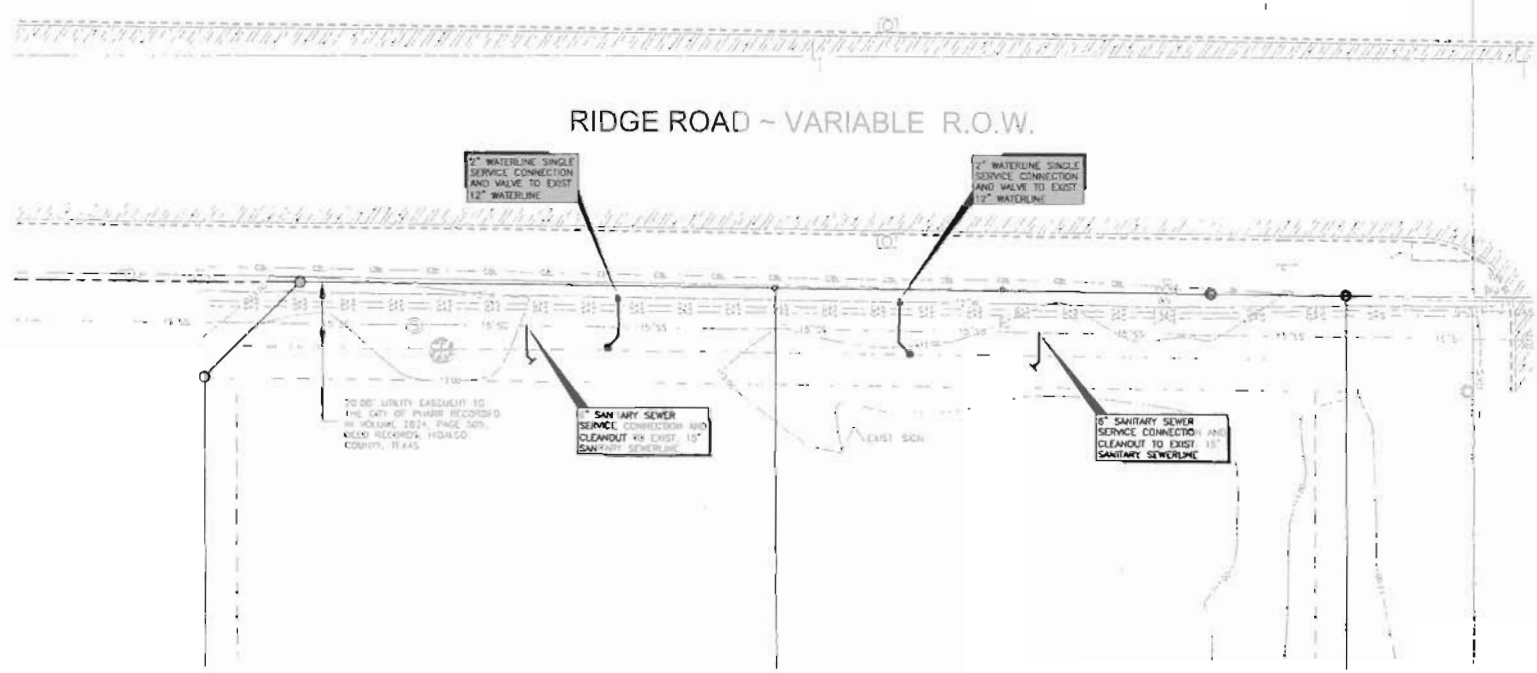
UTILITY SERVICE CONNECTIONS

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.L.S. FIRM REGISTRATION #1014041
1109 WEST NOLANA AVE. STE 203 McALLEN, TX 78504 (956) 682-3477

LEGEND

FOUND ROD
SET 5/8" IRON ROD w/"DANNENBAUM ENGINEERING" CAP
SET 1/2" IRON ROD w/"DCC McALLEN" CAP
POWER POLE
SANITARY SEWER MANHOLE
TREE/SHRUB
8 INCH SANITARY SEWER LINE
OVERHEAD ELECTRIC
2 INCH WATERLINE
12 INCH WATERLINE
UNDERGROUND CABLE
GAS LINE
CHAIN LINK FENCE
RIGHT OF WAY
FIRE HYDRANT
WATER VALVE
STORM INLET
STREET SIGN
IRRIGATION STAND PIPE
GAS MARKER

SCALE: 1" = 20'



ASBUILT UTILITY SERVICE CONNECTIONS

SCALE 1"=20'

RECORD DRAWING

THE UNDERSIGNED CERTIFIES THE INFORMATION SHOWN ON DC CONSTRUCTION COMPANY, L.L.C. "RECORD OF THE WORK", FURNISHED BY DC CONSTRUCTION COMPANY, L.L.C. TO DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC, AND AS BUILT SURVEY IS CORRECTLY INCORPORATED INTO THIS RECORD DRAWING. THE UNDER-SIGNED IS NOT RESPONSIBLE FOR CONTENT, ACCURACY OR COMPLETENESS OF DC CONSTRUCTION COMPANY, L.L.C., "RECORD OF THE WORK".

DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC

MA/MANUEL OLIVAREZ, P.E.

Jul 01, 2015

DESIGNED BY:	MO
DRAWN BY:	MC
CHECKED BY:	MO
APPROVED BY:	PS

REVISIONS

No	DATE	DESCRIPTION	APP
	01-05-2015	ISSUED FOR CONSTRUCTION	MO

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
1109 MOLANA AVE., STE 200 McALLEN, TX 78504 (956) 682-3677

CITY OF PHARR
CENTER ON RIDGE ROAD SUBDIVISION
ASBUILTS

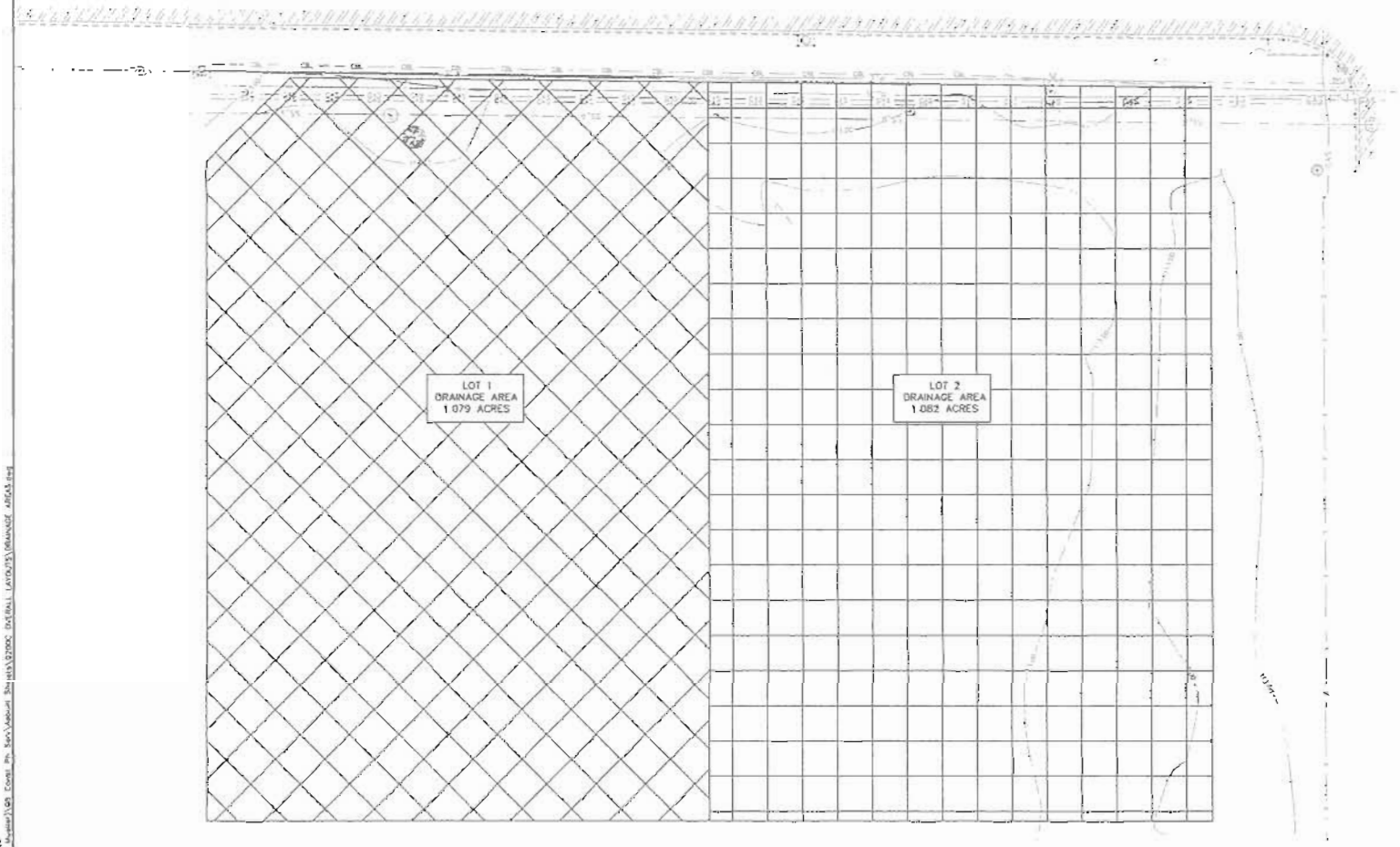
WATER AND SEWER SERVICE CONNECTION

SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 1499-01
DRAWING No: 02CDC-001
SHEET No:

21, 2015 - 11:58am mario.garcia
M:\1499-01 Synergy, LLC (Center) Mario\1\06 Const. Ph. Serv\Asbuilt Sheets\02CDC OVERALL LAYOUT\ASBUILT PLAN.dwg

RIDGE ROAD ~ VARIABLE R.O.W.



RECORD DRAWING

THE UNDERSIGNED CERTIFIES THE INFORMATION SHOWN ON OG CONSTRUCTION COMPANY, L.L.C. "RECORD OF THE WORK", FURNISHED BY OG CONSTRUCTION COMPANY, L.L.C. TO DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC, AND AS BUILT SURVEY IS CORRECTLY INCORPORATED INTO THIS RECORD DRAWING. THE UNDER-SIGNED IS NOT RESPONSIBLE FOR CONTENT, ACCURACY OR COMPLETENESS OF OG CONSTRUCTION COMPANY, L.L.C., "RECORD OF THE WORK".

DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC

NATHANIEL OLIVAREZ, P.E. Nathaniel Olivarez, P.E.

Jul 01, 2015

DESIGNED BY	ND		
DRAWN BY	MC		
CHECKED BY	ND		
APPROVED BY	RS		
DATE	JULY 2015		

REVISIONS

No	DATE	DESCRIPTION	APP
	01-05-2015	ISSUED FOR CONSTRUCTION	ND

DANNENBAUM

ENGINEERING COMPANY - McALLEN, LLC

T.B.P.E. FIRM REGISTRATION #8899

1904 NOLANA AVE., STE 200 McALLEN, TX 78504 (956) 682-3877

CITY OF PHARR

CENTER ON RIDGE ROAD SUBDIVISION

ASBUILTS

DRAINAGE AREA MAP

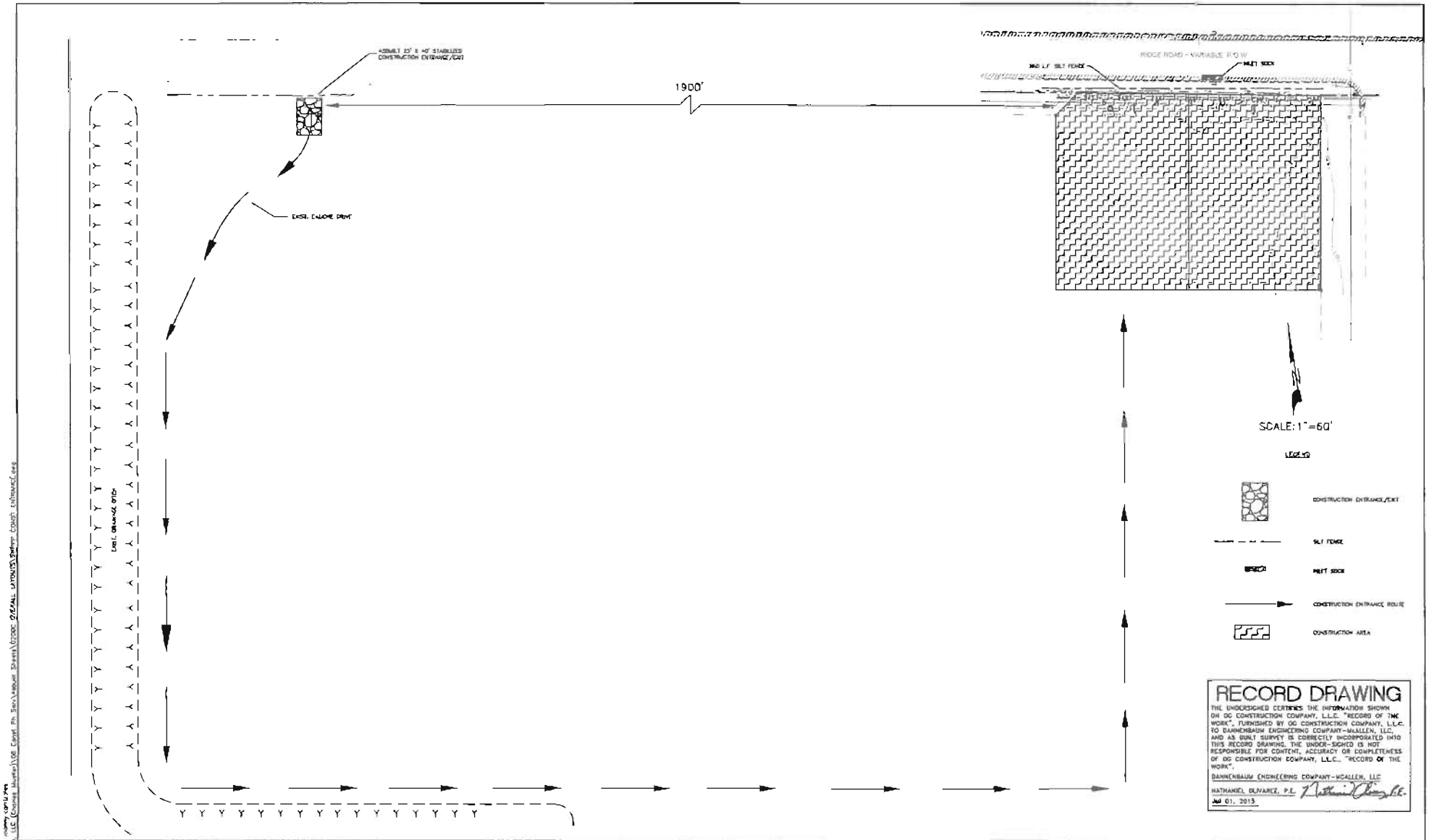
0 1"

SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4660-04

DRAWING No: 0200C-002

SHEET No: 6 OF 8



RECORD DRAWING

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DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC

NATHANIEL OLIVAREZ, P.E.

Jul 01, 2015

DESIGNED BY	NO
DRAWN BY	MC
CHECKED BY	NO
APPROVED BY	RS
DATE	JULY 2015

REVISIONS

No	DATE	DESCRIPTION	APP
	01-05-2015	ISSUED FOR CONSTRUCTION	NO

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
4100 NOLANA AVE., STE 200 McALLEN, TX 78504 (956) 623-3677

CITY OF PHARR
CENTER ON RIDGE ROAD SUBDIVISION
ASBUILTS

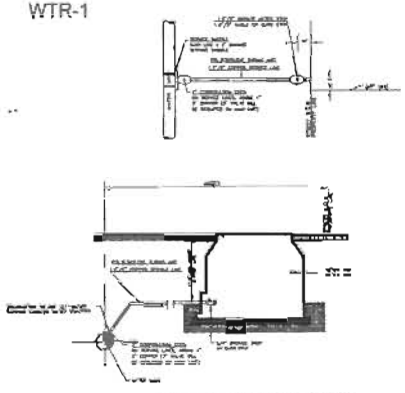
CONSTRUCTION ENTRANCE
STORM POLLUTION PREVENTION

0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No. 4050-01
DRAWING No. DG000C-000
SHEET No. 6A OF 8

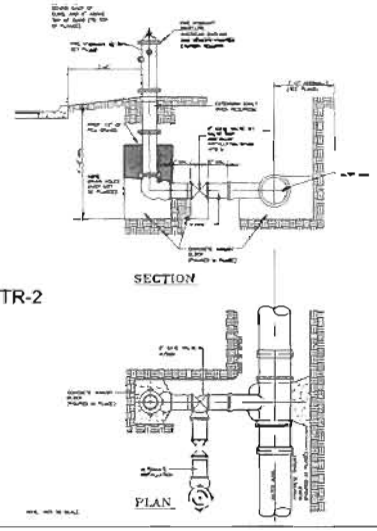
Jul 01, 2015 - 11:25am nolivarez
C:\1040\4050-01 Sheetrip, LLC (Center Market)\DG Const Ph Serv\Layout Sheets\DG000 ORIGINAL LAYOUTS\Storm Const Entrance.dwg

WTR-1

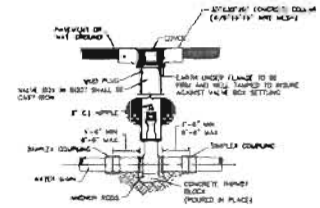


SINGLE WATER SERVICE CONNECTION

WTR-2



WTR-3



VALVE & VALVE BOX INSTALLATION

NOT TO SCALE

WTR-4

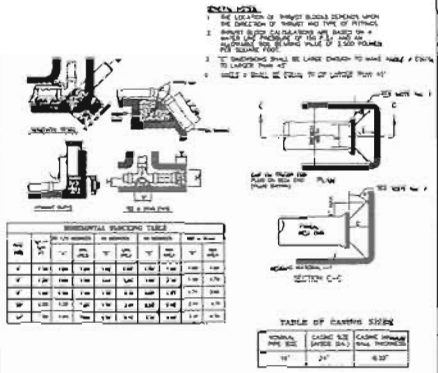


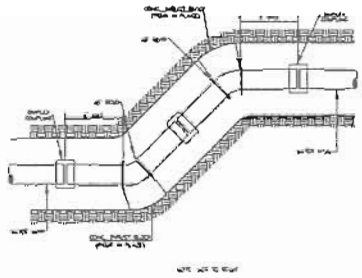
TABLE OF CAMPBIN SHEET

NOMINAL PIPE SIZE	CAMPBIN SIZE (SHEET DIA.)	CAMPBIN WALL THICKNESS
16"	24"	0.25"

THRUST BLOCK DETAILS

NOT TO SCALE

WTR-5



WATERLINE OFFSET DETAIL

NOT TO SCALE

RECORD DRAWING

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DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC

NATHANIEL DAVAREZ, P.E.

JUL 01, 2015

DESIGNED BY	ND
DRAWN BY	ND
CHECKED BY	ND
APPROVED BY	RS
DATE	JULY 2015

REVISIONS

No	DATE	DESCRIPTION	APP
	01-05-2015	ISSUED FOR CONSTRUCTION	ND

DANNENBAUM

ENGINEERING COMPANY - McALLEN, LLC

T.B.P.E. FIRM REGISTRATION #8995

1109 MOLANA AVE., STE 208 McALLEN, TX 78504 (956) 682-3677

CITY OF PHARR

CENTER ON RIDGE ROAD SUBDIVISION ASBUILTS

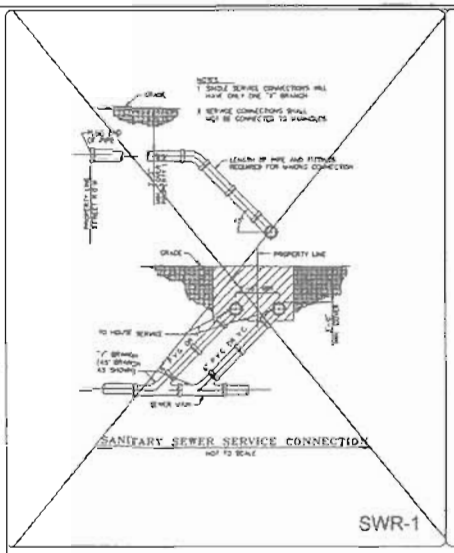
WATER DETAILS

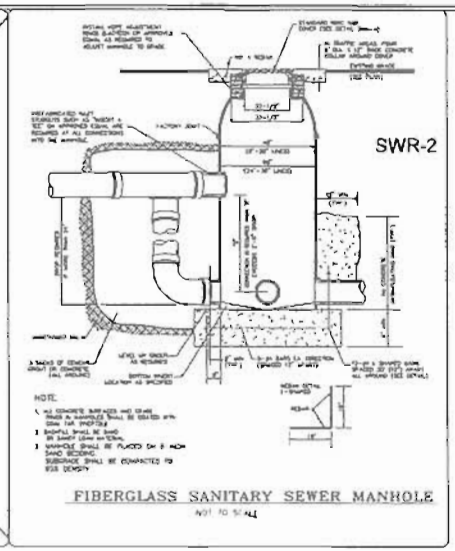
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

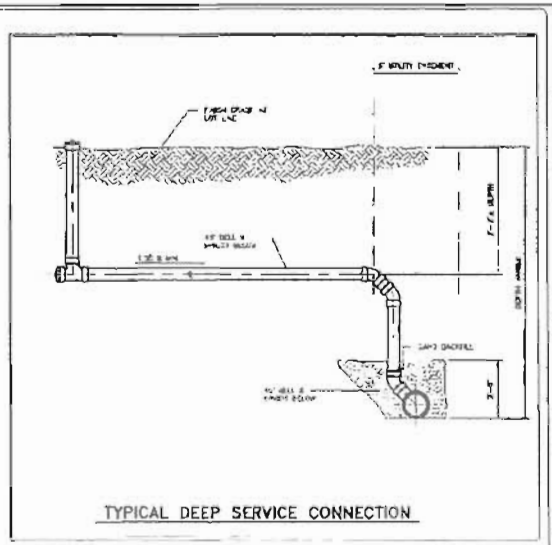
PROJECT No. 4620-01

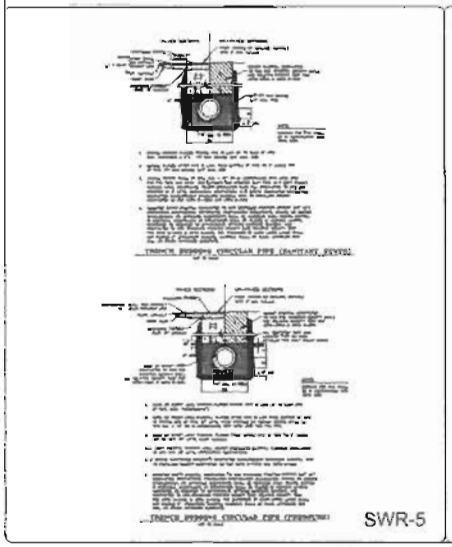
DRAWING No. D300C-001

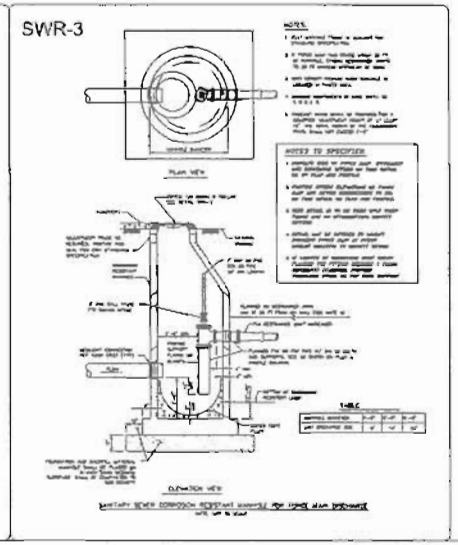
SHEET No. 7 OF 8

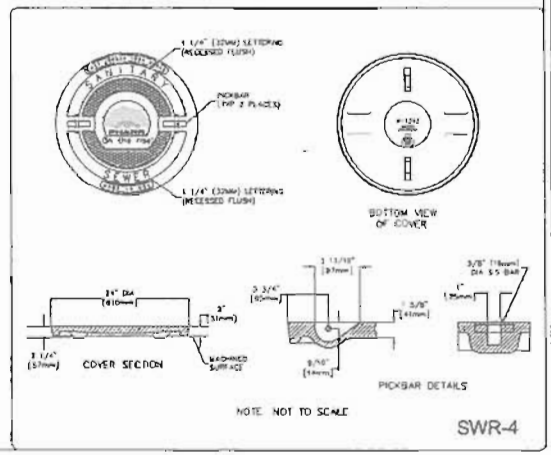












Pharr Engineering

City of Pharr Details
Sewer

SHEET IDENTIFICATION
SWR-A

RECORD DRAWING

THE UNDERSIGNED CERTIFIES THE INFORMATION SHOWN ON DG CONSTRUCTION COMPANY, L.L.C. "RECORD OF THE WORK", FURNISHED BY DG CONSTRUCTION COMPANY, L.L.C. TO DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC, AND AS BUILT SURVEY IS CORRECTLY INCORPORATED INTO THIS RECORD DRAWING. THE UNDER-SIGNED IS NOT RESPONSIBLE FOR CONTENT, ACCURACY OR COMPLETENESS OF DG CONSTRUCTION COMPANY, L.L.C., "RECORD OF THE WORK".

DANNENBAUM ENGINEERING COMPANY-McALLEN, LLC
NATHANIEL OLIVAREZ, P.E.
Jul 01, 2016

DESIGNED BY	NO
DRAWN BY	MC
CHECKED BY	NO
APPROVED BY	RS
DATE	JULY 2015

REVISIONS

No	DATE	DESCRIPTION	APP
	01-05-2015	ISSUED FOR CONSTRUCTION	NO

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
1106 NOLANA AVE., STE 206 McALLEN, TX 78504 (956) 682-3477

CITY OF PHARR
CENTER ON RIDGE ROAD SUBDIVISION
ASBUILTS

SANITRAY SEWER DETAILS

SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No	4680-01
DRAWING No	0300C-032
SHEET No	8 OF 8

Jul 01, 2016 - 11:11am

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 17th day of February, 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 3rd day of March, 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

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

ORDINANCE NO. O-2015-____

AN ORDINANCE AMENDING ORDINANCES NO. O-2015-11, O-2014- 48, 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 a 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)
-Greater of $15/hour or actual cost per non-certified security personnel
-$15/hour Ushers/Custodians/Ticket Takers

(1) BOGGUS FORD EVENTS CENTER: (3000 N. CAGE BLVD.)

Rate Per Day*

NON-TICKETED
Gala's, Weddings, Quinceaneras, Conventions, Other

June thru August	
Thursday thru Saturday	Sunday thru Wednesday
$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.

NOTE: Rent does not include ancillary charges required: security

Rate Per Day*

TICKETED
Concerts/Sporting/Other

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. Ay Pre-Box tickets not turned in are the sole promoter responsibility.

NOTE: Rent does not include ancillary charges required: security

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

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.

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.

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

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.

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

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.)

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.

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.

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.

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.

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.

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.

2. TIERRA DEL SOL: (700 E. HALL ACRES RD.)

FOR HALL AND BAR AREA ONLY.

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

PROPOSED

Rental Period	Time	Deposit	Class I	Class II	Class III
Sunday-Thursday	8:00 a.m. – 1:00 p.m.	$200	$400	$350	$300
	8:00 a.m. – 7:00 p.m.	$200	$900	$800	$700
	1:00 p.m. – 12 MID.	$200	$900	$800	$700
Friday	8:00 a.m. – 1:00 p.m.	$200	$500	$450	$400
	8:00 a.m. – 7:00 p.m.	$200	$1000	$900	$800
	1:00 p.m. – 12 MID.	$200	$1000	$900	$800
Saturday	8:00 a.m. – 1:00 p.m.	$200	$500	$450	$400
	8:00 a.m. – 7:00 p.m.	$200	$1100	$1000	$900
	1:00 p.m. – 1:00 a.m.	$200	$1200	$1100	$1000

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.

(2) LAS MILPAS COMMUNITY CENTER: (7107 S. CAGE BLVD.)

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

LOCATED AT: 7107 S. CAGE BLVD.

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: (205 W. POLK AVE.)

Rental Period	Time	Deposit (not refunded)	Rental Rate
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: (100 E. MOORE RD.)

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday - Thursday	6 p.m.-10 p.m.	$50	$100
Friday	6 p.m.-10 p.m.	$50	$150
Saturday and Sunday	8 a.m. to 10 p.m.	$50	$250

PROPOSED

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday - Thursday	6 p.m.-10 p.m.	$50	$375
Friday	6 p.m.-10 p.m.	$50	$375
Saturday and Sunday	8 a.m. to 10 p.m.	$50	$375

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 ____ day of _____, 2015, A.D.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, 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, A.D.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

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 ____ day of _____ , 2015, A.D.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

ORDINANCE NO. _____

ORDINANCE AUTHORIZING ISSUANCE, SALE AND DELIVERY OF CITY OF PHARR, TEXAS COMBINATION TAX AND INTERNATIONAL BRIDGE REVENUE REFUNDING BONDS, SERIES 2015A; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER AND THE FINANCE DIRECTOR PURSUANT TO THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTIONS 1207.007 AND 1207.008; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX; AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING BONDS; APPROVING AN OFFICIAL STATEMENT, EXECUTION OF AN ESCROW AGREEMENT, THE SUBSCRIPTION AND PURCHASE OF CERTAIN ESCROWED SECURITIES, AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO

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

WHEREAS, the City Commission of City of Pharr, Texas (the "City Commission"), has heretofore issued, sold, and delivered, and there are currently outstanding the following obligations which are secured by the full faith and credit of City of Pharr, Texas (the "City") and a revenue pledge by the City as set out below, sufficient to pay principal of and interest on the obligations as they become due:

City of Pharr, Texas Combination Tax & International Bridge Revenue Refunding Bonds, Series 2005A, dated August 15, 2005, now outstanding in the principal amount of $5,135,000 of which the principal amounts maturing on or after August 15, 2016, in whole or in part, can be redeemed on August 15, 2015, and on any date thereafter (the “Series 2005A Bonds”); and

WHEREAS, Chapter 1207, Texas Government Code, as amended, further authorizes the City Commission to enter into an escrow agreement with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City Commission and such paying agent may agree, provided that such deposits may be invested and reinvested in direct obligations of the United States, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Bonds; and

WHEREAS, the City Commission has determined that some or all of the maturities of the Series 2005A Callable Bonds (hereinafter the “Refunded Bonds Candidates”) may be refunded by the City with resulting debt service savings and hereby finds and determines that the refunding contemplated in this Ordinance will benefit the City by providing a present value savings of debt service payable by the City in an amount to be certified in the Officer Pricing Certificate, as hereinafter defined, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, Wilmington Trust, N.A., Dallas, Texas, currently serve as the paying agents for the Refunded Bonds; and

WHEREAS, _____ is hereby appointed as the Escrow Agent (hereinafter defined) for the refunding bonds;* and

WHEREAS, the City Commission hereby finds and declares it a public purpose, and deems it advisable, to refund the Series 2005A Callable Bonds maturing in the years _____ through and including ____ in order to achieve a total gross present value debt service savings in the amount of $_____, with a net present value savings in the amount of $_____;* and

WHEREAS, all the Refunded Bonds Candidates mature or are subject to redemption prior to maturity within 20 years of the date of the Bonds hereinafter authorized; and

WHEREAS, the City has determined to call for redemption the Refunded Bonds on _____.*

NOW, THEREFORE, BE IT ORDERED, ADJUDGED, AND DECREED BY THE CITY COMMISSION OF CITY OF PHARR, TEXAS:

1. Definitions. As used herein, the following terms and expressions shall have the meanings specified unless the context clearly indicates otherwise:

"Additional Obligations" shall mean the additional evidences of indebtedness, which the City reserves the right to issue and deliver in the future, as provided in Section 29 of this Ordinance.

"Attorney General" shall mean Attorney General of Texas.

"Bonds" shall mean the "City of Pharr, Texas Combination Tax and International Bridge Revenue Refunding Bonds, Series 2015A," (and include all substitute bonds and replacement bonds issued pursuant hereto), and the term "Bond" shall mean any of the Bonds.

"Bridge Board" shall mean the Board of Directors appointed by the City to manage and operate the Bridge Project pursuant to the City's Home-Rule Charter.

“Bridge Project” shall mean the City’s International Toll Bridge built with proceeds of the previously issued obligations, including any improvements or additions thereto, and the sites therefore. Bridge Project as used herein includes that portion of the International Toll Bridge which is situated within the United States of America and the State of Texas, spanning the Rio Grande River between a point within the United States and within fifteen miles of the City of Pharr, Texas in Hidalgo County, Texas, and a point opposite thereto in the vicinity of the City of Reynosa, in the State of Tamaulipas, United Mexican States, together with and including all permits, grants, franchises, rights and privileges of every kind granted or extended by the United States of America or the Congress thereof, or any department, officer, agency or governmental authority thereof; and by the United Mexican States or the Congress

thereof, or any department, officer, agency or governmental authority thereof; and by any State or municipality or political subdivision of either or both of said Nations, for or in relation to the construction, maintenance or operation of such toll bridge or in relation to the collection of tolls, rents and charges for the use thereof. The term shall also include all lands, rights of way, easements, leasehold, contractual or other interest of any kind in any lands or appurtenances to the International Toll Bridge and situated within the State of Texas and in the United States of America, held or used in any manner incident to or for the construction, maintenance or operation of the International Toll Bridge, or the approaches thereto, or for the use or occupancy of any buildings, structures, appurtenances, appliances, roads, streets, grounds or conveyances of facilities of any kind related or in any manner incident thereto; and including all buildings, structures, appurtenances, appliances, equipment and facilities of every kind, held or used in any manner incident to or for the maintenance and operation of the International Toll Bridge. In addition thereto such term shall also include any and all property, real, personal or mixed that may be acquired hereafter through purchase, construction or otherwise and used in connection with the International Toll Bridge, including but without limitation to the comprehensiveness of the term, replacements, additions, improvements and enlargements, as for instance a parallel structure to facilitate two-way traffic across the Rio Grande River.

"Business Day" shall mean any day which is not a Saturday, Sunday, legal holiday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"City" shall mean City of Pharr, Texas.

"City Commission" shall mean the City Commission of City of Pharr, Texas, and/or where appropriate, the Bridge Board or any successor to their duties and functions.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Computation Date" has the meaning set forth in Regulation Section 1.148-8(b)(1).

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, bank, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" shall mean _____ and its successors in the capacity of escrow agent for the Bonds.

"Fiscal Year" shall mean the City's then designated fiscal year which shall be the twelve-month period beginning on October 1 of one year and ending on September 30 of the following year or such other period of twelve months as may be approved by Commissioners.

"Gross Proceeds" when used with respect to the Bonds or any other issue of obligations of the City, means original proceeds, amounts received (including repayments of principal) as a result of investing the original proceeds of the issue, transferred proceeds, sinking fund proceeds, amounts invested in a reasonably required reserve or replacement fund, securities or obligations pledged by the City as security for payment of debt service on the Bonds or such other issue, and any other amounts used to pay debt service on the Bonds or such other issue, together with earnings from the investment of the foregoing.

"Gross Revenues" shall mean all of the revenues and income of every nature received or derived by the City from the operation and/or ownership of the Bridge Project, and its related facilities.

"Interest and Sinking Fund" shall mean the debt service fund established by the City pursuant to Section 21 of this Ordinance.

"Interest Payment Date" when used in connection with any Bond, shall mean February 15 and August 15 of each year, commencing _____ and continuing thereafter until maturity.

“International Toll Bridge” shall mean the international toll bridge spanning the Rio Grande River located within fifteen miles of the limits of the City constructed by the City in cooperation with the Republic of Mexico and the City of Reynosa, in the State of Tamaulipas, United Mexican States.

"Issue Price" means the aggregate initial offering price of each stated maturity of the Bonds to the public, at or below which a substantial amount of each stated maturity of the Bonds were sold to the public, including accrued interest and premium or discount, if any. For purposes of this definition, the term "public" does not include (a) the Purchaser, (b) members of the syndicate, if any, managed by the Purchaser, or (c) any bondhouses, brokers, dealers, and similar persons or organizations acting in the capacity of purchasers or wholesalers.

"Maintenance and Operation Expenses" shall mean all reasonable and necessary expenses required for the efficient operation and maintenance of the International Toll Bridge, including, without limitation, insurance premiums, administrative expenses, management fees, utilities, security and law enforcement expenses, the payment of salaries; and the payment of all other expenses properly incurred in operating and maintaining the bridge and keeping it in good repair and operating condition.

["Municipal Bond Insurance Policy" shall mean the financial guaranty insurance policy issued by _____ insuring the payment when due of the principal of and interest on the Bonds as provided therein.]

"Net Revenues" shall mean all income and revenues from the operation of the Bridge Project and its related facilities after the deduction of Maintenance and Operation Expenses.

"Non-purpose Investment" means any Investment Property in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Officer Pricing Certificate" shall mean a certificate relative to the final terms required to undertake the refunding of the Refunded Bonds.

"Ordinance" as used herein and in the Bonds shall mean this Ordinance and all amendments hereof and supplements hereto authorizing the Bonds.

"Outstanding" when used with reference to the means, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to the Ordinance, except: (a) any Bonds canceled by or on behalf of the City at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of the ordinance under which such Bonds were issued, or otherwise defeased as permitted by applicable law; and (c) any Bonds in lieu of or in substitution for which a replacement Bonds shall have been delivered pursuant to this Ordinance.

“Parity Obligations” shall mean the the Bonds and any Additional Obligations secured by a pledge of the Net Revenues on a parity with the Bonds.

"Paying Agent/Registrar" shall mean _____ and its successors in the capacities of paying agent and registrar for the Bonds.

“Pricing Officer” shall mean the the City Manager and the Finance Director) authorized by this Ordinance to execute the Officer Pricing Certificate.

"Purchaser" shall mean the initial purchaser of the Bonds designated in Section 33 hereof.

"Rebatable Arbitrage" has the meaning set forth in Regulation Section 1.148-2.

"Record Date," for the interest payable on any interest payment date means the close of business on the last business day of the month next preceding such interest payment date.

"Register" shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Bonds.

"Registered Owner or Owners" shall mean any person or entity that shall be the registered owner of any outstanding Bond.

"Regulations" means the income tax regulations issued pursuant to Sections 103, and 148 through 150 of the Code, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean any proposed temporary or final Income Tax Regulation designed to supplement or replace the specific Regulation referenced.

"Tax-Exempt Obligations” means (i), except as otherwise defined in the Regulations, obligations the interest on which is excludable from the gross income of any owner thereof under section 103 of the Code and is not an item of tax preference under section 57 of the Code.

"Yield" of

(1) any Investment Property has the meaning set forth in Regulation Section 1.103-13(c) as supplemented by Regulation Section 1.148-9, and

(2) the Bonds has the meaning set forth in Regulation Sections 1.148-3 and 1.148-9.

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the pledge and levy of ad valorem taxes to pay the principal of and interest on the Bonds.

2. Findings. The City Commission hereby finds and determines that the recitations contained in the preamble hereto are true and correct and incorporates the said recitals in the preamble as if set forth in full at this place.

3. Authorization; Amount; Purposes. The City's Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Bonds shall be issued as set forth in the Officer Pricing Certificate, and shall be issued in the original aggregate principal amount as hereinafter set out for the purpose of providing funds to refund the Refunded Bonds, to the extent provided in the Officer Pricing Certificate, and paying the costs and expenses of issuing the Bonds. As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, carrying out the procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the terms of the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Officer Pricing Certificate; provided that the following conditions are met: (a) the refunding results in a reduction of debt service costs to the City on a present value basis of not less than 4.50%; (b) the aggregate principal amount of the Refunding Bonds to be issued shall not exceed the aggregate principal amount of the Refunded Bonds Candidates; (c) the Bonds, as a whole, shall not bear a net effective interest rate greater than 2.50% per annum (as defined in Chapter 1204, Texas Government Code, as amended). The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to October 7, 2015. The Bonds shall be sold by negotiated sale to the Underwriter(s) pursuant to a bond purchase agreement in substantially the form presented to the City Commission on the date of adoption of this Ordinance at such price, with and subject to such terms as set forth in the Officer Pricing Certificate, to be executed by the Pricing Officer on behalf of the City, substantially, in the form attached hereto as Exhibit "A". The Bonds may be issued as set forth in the Officer Pricing Certificate.

4. Designation, Date and Interest Payment Dates. The Bonds shall be designated as the "City of Pharr, Texas Combination Tax and International Bridge Revenue Refunding Bonds, Series 2015A" and shall be dated _____ (the "Dated Date"). The Bonds shall bear interest at the rates set forth in Section 7 of this Ordinance from the later of the Dated Date or the most recent interest payment date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on _____, and semiannually thereafter on _____ and _____ of each year thereafter until maturity.

5. Initial Bond(s); Numbers and Denominations; Redemptions;

(a) Option For Initial Bonds

The Bonds herein authorized shall be initially issued either as (i) a single fully registered bond in the total principal amount of $_____ to become due and payable as provided in Section 6 and numbered T-1, or (ii) as separate fully registered bonds for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward, and in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee(s) thereof.

(b) Submission to Attorney General

The Initial Bond(s) shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the Initial Purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee(s) thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefore definitive Bonds of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefore; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee(s) thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Bond (s) submitted to the Attorney General of Texas may be typewritten, photocopied, or otherwise reproduced.

6. Denominations; Principal Amounts; Stated Maturity; Rates

The Bonds shall be initially issued bearing the numbers, in the denominations and principal amounts and bearing interest at the rates set forth in the following schedules, and may be transferred and exchanged as set out in this Ordinance. The Bonds shall mature on August 15 in each of the years and in the principal amounts as follows:

MATURITY SCHEDULE
$_____

Year of Maturity	Principal Amount	Interest Rates
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		

[Redemption. The City reserves the right, at its option, to redeem Bonds having stated maturities on and after _____, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on _____, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.]

7. Execution of Bonds; Seal. The Bonds shall be signed by the Mayor, and countersigned by the City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

8. Approval by Attorney General; Registration by Comptroller. The Mayor and the City Secretary are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and the City Secretary and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Bond(s) by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 18 of this Ordinance, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

9. Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Section 18 of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

10. Payment of Principal and Interest; Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is attached hereto as Exhibit "B", which is hereby authorized, approved and incorporated hereto by reference by the City and which the appropriate officials of the City Commission are hereby authorized to execute. The officers of the City Commission are each hereby authorized to execute, attest and affix the City's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance. All money transferred to the Paying Agent/Registrar in its capacity as registrar or paying agent for the Bonds under this Ordinance (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance. Subject to the provisions of Section 15, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

The principal or redemption price of the Bonds shall be payable without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal corporate trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable by check dated as of the Interest Payment Date and mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Bond shall be paid upon presentation and surrender of such Bond at the principal corporate trust office of the Paying Agent/Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

11. Successor Paying Agents/Registrars. The City covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The City reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next

succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Paying Agent/Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

12. Special Record Date. In the event of a nonpayment of interest on any scheduled payment date, which continues for thirty (30) days thereafter, the Paying Agent/Registrar, shall establish a new record date for the payment of such interest (the "Special Record Date"). The Paying Agent/Registrar shall establish a Special Record Date upon receipt of funds from or on behalf of the City to make such interest payment. Notice of the scheduled payment date (the "Scheduled Payment Date" which shall be 15 days after the Special Record Date) of past due interest and the Special Record Date shall be given by U.S. mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

13. Ownership; Unclaimed Principal and Interest. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefore from the City. The Paying Agent/Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

14. Registration, Transfer and Exchange. As long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form

satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period between any Record Date and the succeeding interest payment date or within 15 days prior to the first publication or mailing of notice of redemption of such Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

15. Mutilated, Lost or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(a) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

In accordance with Chapter 1207, Texas Government Code, as amended, each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered. This section further constitutes authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar.

16. Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

17. Form of Bonds. The form of the Bonds, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas and the Bond Insurance legend, if any, which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as follows, with such additions, deletions and variations, as may be necessary or desirable and not prohibited by this Ordinance. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, and may be produced by an combination of these methods or produced in any other similar manner, all as determined by the

officers executing such Bonds, as evidenced by their execution thereof.

The Initial Bond(s) submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced, and if initially issued as a single fully registered Bond, it shall be in the form attached hereto as Exhibit "C".

FORM OF BOND

UNITED STATES OF AMERICA
HIDALGO COUNTY
STATE OF TEXAS

REGISTERED
R-

REGISTERED
PRINCIPAL AMOUNT
$_____

CITY OF PHARR, TEXAS
COMBINATION TAX AND INTERNATIONAL BRIDGE REVENUE
REFUNDING BONDS, SERIES 2015A

INTEREST RATE: DATED DATE: MATURITY DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

City of Pharr, Texas (the "City"), for value received, promises to pay to the Registered Owner set forth above, or registered assigns, on the maturity date specified above upon presentation and surrender of this Bond at the principal corporate trust office of _____ or its successor (the "Paying Agent/Registrar"), the Principal Amount identified above payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the Dated Date identified above or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable semiannually on _____ and _____ of each year, beginning _____ until maturity, by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last business day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar.

IN THE EVENT of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the

past due interest (the "Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing such notice.

IF THE DATE for any payment due on the Bonds shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a duly authorized issue of bonds dated _____, aggregating $_____ (the "Bonds"), issued for the purpose of combining with available funds of the City, if any, to refund all or part of the outstanding City of Pharr, Texas Combination Tax and International Bridge Revenue Refunding Bonds, Series 2005A; and to pay costs and expenses of issuance, all pursuant to the Constitution and laws of the State of Texas including Chapter 1207, Texas Government Code, as amended, and an Ordinance adopted by the City Commission on April 7, 2015 (the "Ordinance").

[THE CITY reserves the right, at its option, to redeem Bonds having stated maturities on and after _____, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on _____, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.]

THE BONDS are issuable in the form of fully registered Bonds without coupons, in the denominations of $5,000 or any integral multiple of $5,000 for any one maturity. The Registered owner of any Bond may surrender the same in exchange for an equal aggregate principal amount of Bonds of the same maturity and of any other authorized denominations. Such exchange shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental changes required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THIS BOND, and the other Bonds of the series of which it is a part, are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limits prescribed by law and a pledge of the net revenues from the City's International Toll Bridge payable on a parity with any future Additional Obligations. Reference is hereby made to the Ordinance for a complete description of the terms, covenants, and provisions pursuant to which this Bond and the series of Bonds of which it is a part are secured and made payable, the respective rights thereunder of the Registered Owner of the Bonds and of the City and the Paying Agent/Registrar; and the terms upon which the Bonds, are to by registered and delivered. By acceptance of this Bond, the Registered Owner hereof expressly assents to all of the provisions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified Paying Agent/Registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this bond.

CITY OF PHARR, TEXAS

_____ _____

City Secretary Mayor

(SEAL)

[Form of Statement of Insurance]

[STATEMENT OF INSURANCE]

[TBD]

Form of Registration Certificate
of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO._____

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

Form of Paying Agent/Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Ordinance described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of Authentication: _____ [Paying Agent]

BY _____
Authorized Signature

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee) _____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature
Guaranteed: _____ _____

Registered Owner

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The Signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alterations, enlargement or change whatsoever.

18. Opinion of Bond Counsel; CUSIP. The approving opinion of The J. Ramirez Law Firm, San Juan, Texas, Bond Counsel, a City Secretary's certificate certifying that the Bond Counsel is on file with the City, CUSIP numbers, and if bond insurance is obtained by the purchaser, the appropriate legend as provided by the Insurer, may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

19. Funds Established To Pay The Bonds; Covenant. The following special funds, specially designated under the account of the "City of Pharr, Texas International Toll Bridge (the "Funds") have been created for the benefit of the Parity Obligations authorized to be issued hereunder. The City shall continue to maintain these Funds at an official depository bank of the City. They shall be kept separately and apart from all other funds and accounts of the City; and shall be secured in accordance with the requirements of the Laws of the State of Texas so long as the Parity Obligations or interest thereon, are Outstanding and unpaid:

"Revenue Fund"
"Interest and Sinking Fund"
"Operating Reserve Fund"
"Contingencies Fund"
"Redemption Fund"

20. Net Revenue Pledge; Revenue Fund. (a) The Bonds and the Parity Obligations are secured by and shall be payable from an irrevocable first lien on and pledge of the Net Revenues from the operation of Bridge Project remaining after payment of all Maintenance and Operation expenses thereof.

(b) There is hereby continued and there shall be maintained, a special fund entitled "City of Pharr, Texas International Bridge Revenue Fund" (hereinafter the "Revenue Fund").

(c) Deposits To And Application Of The Revenue Fund. All Gross Revenues of the Bridge Project as received are to be deposited to the Revenue Fund. All money at any time in the Revenue Fund shall be applied as hereinafter provided. Money in the Revenue Fund shall be invested as provided in this Ordinance, and interest earned on such investment deposited into the Revenue Fund.

(d) Payment of Maintenance and Operation Expenses. The money in the Revenue Fund is to be used by the Bridge Board, first, to pay the Maintenance and Operation Expenses of the Bridge Project. All money at any time in the Revenue Fund shall thereafter be applied to make transfers to the Funds as hereinafter provided.

21. Interest and Sinking Fund. (a) There shall be continued the special fund designated "City of Pharr, Texas International Toll Bridge Interest and Sinking Fund" (the "Interest and Sinking Fund").

(b) Deposits To And Application Of The Interest and Sinking Fund. (i) Concurrently with the delivery of the Bonds, there shall be transferred to the Interest and Sinking Fund an amount equal to the accrued interest, if any, received by the City from the proceeds of the sale of the Bonds ("Pre Issuance Accrued Interest"). Pre-Issuance Accrued Interest, along with funds of the City deposited to the Interest and Sinking Fund, shall be used to make the first interest payment due on the Bonds on _____. (ii) On or before the fifth day of each month thereafter, so long as the principal of or interest on any of the Parity Obligations is outstanding, the Bridge Board shall cause to be deposited Net Revenues to the Interest and Sinking Fund in the amounts sufficient for the payment of scheduled principal and interest on the Parity Obligations, but never in an amount less than 1/12th the sum of principal of and interest scheduled to mature on the Parity Obligations on the next two interest payment dates. The money thus deposited shall be used only for the purpose of making such payments of principal and interest on the Bonds. Transfers to the Interest and Sinking Fund shall take into consideration funds then on hand and available for debt service and the Bridge Board's judgment as to the balance to be maintained in the Interest and Sinking Fund. Money in this fund shall be invested as provided in this Ordinance, and interest earned on such investment is to be retained in the Interest and Sinking Fund.

22. Operating Reserve Fund. (a) There has previously been created and is hereby continued and maintained a special fund designated "City of Pharr, Texas International Toll Bridge Operating Reserve Fund" (the "Operating Reserve Fund"). The Operating Reserve Fund shall at all times contain an amount equal to one-third of the budgeted Maintenance and Operating Expenses for the fiscal year as provided in the Bridge Board's Annual Budget for the Fiscal year.

(b) Deposits To And Application Of The Operating Reserve Fund. On or before the fifth day of each month hereafter, there shall be transferred to the Operating Reserve Fund from the Revenue Fund, an amount equal to 1/12 of the annual budgeted Maintenance and Operating Expenses for the Bridge Project for the fiscal year. When and so long as the Operating Reserve Fund contains a sum equal to 1/3 of the budgeted Maintenance and Operating Expenses for the fiscal year, no further payments need be made therein. But in the event it becomes necessary to withdraw money from said Operating Reserve Fund to pay for the operation and maintenance of the Bridge Project, payments into the Operating Reserve Fund shall be commenced on the fifth day of the month following, at a rate which in the judgment of the Bridge Board will restore the Operating Reserve (within a reasonable period of time) to the required level. Money in the Operating Reserve shall be invested in the same manner as money in the Revenue Fund. Interest earned on such investment shall be deposited to the Revenue Fund for the Refunded Bonds.

23. Contingencies Fund. (a) There has been previously created and is hereby maintained a special fund to be designated "City of Pharr, Texas International Toll Bridge Contingencies Fund" (the "Contingencies Fund").

(b) Deposit To And Application Of The Contingencies Fund. The Bridge Board, in its judgment, shall determine the amount to be transferred to the Contingencies Fund from the Revenue

Fund, and the balance to be maintained therein to ensure the proper operation of the bridge facilities and to meet any contingencies. The money in the Contingencies Fund may be used first to pay principal of and interest on the Parity Obligations to the extent that money is not available for such purpose in the Interest and Sinking Fund. The money in the Contingencies Fund may not be withdrawn for any other purpose except pursuant to a resolution adopted by the Bridge Board setting forth specifically and fully the purposes for which it is to be used. The money in the Contingencies Fund may be used to pay items of extraordinary maintenance or extraordinary repairs and replacements and to the extent recommended, for capital improvements. Following any such withdrawal, payments into the Contingencies Fund shall be continued or resumed, as the case may be, commencing on the fifth day of the month following such use or depletion, at a rate which in the judgment of the Bridge Board is sufficient to maintain adequate revenues for the purposes for which the Contingencies Fund was established. Money in the Contingencies Fund shall be invested by the City in the same manner as money in the Interest and Sinking Fund. Interest earned on such investment shall be deposited in the Interest and Sinking Fund.

24. Redemption Fund. (a) There has been created and is hereby maintained a special fund designated "City of Pharr International Toll Bridge Redemption Fund" (the " Redemption Fund"). This is a discretionary fund in which the City has the right, but not the duty, to make available money it receives that constitutes an "Unallocated and Unpledged Balance", as calculated below, for optional redemption of Parity Obligations prior to maturity. Money designated for such purpose shall be transferred to the Redemption Fund. Money in this Fund shall be invested by the Bridge Board in the same manner as money in the Interest and Sinking Fund. Interest earned on such Fund shall be deposited in the Interest and Sinking Fund.

(b) Unallocated Balances/Bond Redemptions. Within thirty (30) days after the close of each fiscal year, the Bridge Board shall examine the condition of the Revenue Fund, the Interest and Sinking Fund, the Operating Reserve Fund, and the Contingencies Fund. If as of such date, all of the deposits required to have been made to, and minimum balances maintained in the Revenue Fund, Interest and Sinking Fund, the Operating Reserve Fund, and the Contingencies Fund, have been made into said respective Funds, the Bridge Board will take the following actions:

(i) Ascertain the amount of money to the credit of the Revenue Fund;
(ii) Ascertain the balances in, and the amounts required to be deposited to: the Revenue Fund, the Interest and Sinking Fund, Operating Reserve Fund and the Contingencies Fund, including claims which have been filed and those which have not been filed but which in the opinion of the Bridge Board will probably be filed;
(iii) Make an estimate of the Maintenance and Operation Expenses of the Bridge Project for the first four calendar months of the current calendar year;
(iv) Add the amount of item (ii) to the amount of item (iii); subtract the sum from item (i). The remainder shall constitute the *Unallocated and Unpledged Balance*;
(v) Upon written direction from the City, transfer to the Redemption Fund, the Unallocated and Unpledged Balance, or a portion of such sum, if any;
(vi) Transfer to the City's General Fund the remainder of such Unallocated and Unpledged Balance to be used for proper City purposes.

Prior to taking any action culminating in the transfer of the Unallocated and Unpledged

Balance to the City's General Fund, the Bridge Board shall have obtained a certificate by an independent Certified Public Accountant to the effect that the records of the Bridge Board show that all of the circumstances and conditions specified in the Ordinance as a condition to such transfer of money do exist. A copy of the certificate of the Certified Public Accountant and a certified copy of the Resolution of the Bridge Board authorizing the transfer is to be filed with the City Secretary.

25. Accounting Procedure For Funds. The expenditure of money deposited in each of the Funds shall be accounted for on the basis of the first-in, first-out, method.

26. Investments; Collateral. Any money held in the Revenue Fund, Interest and Sinking Fund, Operating Reserve Fund, the Contingencies Fund and the Redemption Fund, shall be separately invested and reinvested as authorized by the Texas Public Funds Investment Act of 1987, as amended, Chapter 2256, Texas Government Code (the "Investment Act"). All deposits of the Funds shall be collateralized as required under the Texas Public Funds Collateral Act.

Investment income from all of the Funds may be considered as project revenue for purposes of determining the level of rates and charges necessary to meet rate and debt service coverage requirements pursuant to Section 30(b) of this Ordinance.

27. Tax Levy and Pledge. (a) Tax Levy; Reduction In Tax Levy. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the City shall, in the manner and at the times prescribed by law compute and ascertain the rate and amount of ad valorem tax, which, subject to the limitations prescribed by law and based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and costs of tax collections, will be sufficient to pay the interest on the Bonds as such interest comes due, and to provide a sinking fund to pay the principal amounts set forth in Section 6 hereof, but never less than 2% of the original principal amount of the Bonds as a sinking fund each year, and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection. Such rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied against all taxable property in the City for each year while any of the Bonds are outstanding and unpaid, and said ad valorem taxes shall be assessed and collected each year and deposited to the credit of the aforesaid Fund. Said taxes are irrevocably pledged to the payment of the principal of and interest on the Bonds and Additional Obligations and to no other purpose.

(b) Reduction In Tax Levy. Notwithstanding the requirements of this Section 28, if revenues (i) are actually on deposit or budgeted for deposit in the Interest and Sinking Fund and balances in the Funds satisfy the requirements of this Ordinance in advance of the time when ad valorem taxes are scheduled to be levied pursuant to Section 28(a), or (ii) are budgeted for deposit therein in the Bridge Project in sufficient amounts to pay the principal and interest due during the subsequent year, such ad valorem tax levy may be reduced to the extent and by the amount of the Net Revenues and other funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

(c) Pledge of Funds. Except as limited by the final sentence of this paragraph, all Net Revenues and all Fund balances in the Revenue Fund, the Interest and Sinking Fund, and Redemption Fund are trust funds and are pledged to the payment of the principal of, premium, if any, and interest on the

Parity Obligations, subject only to the right of the City in this Ordinance to apply same to other purposes as provided herein. The lien and trust created herein are for the equal and ratable benefit of the owners of the Parity Obligations and for their additional security until all the Parity Obligations have been paid. Notwithstanding the foregoing provisions of this paragraph, all moneys on deposit in the Interest and Sinking Fund which were derived from ad valorem taxes may be used only to pay debt service on the Parity Obligations for which such taxes were issued.

28. Additional Obligations. The City shall have the right and power at any time and from time to time, and in one or more series or issues, to authorize, issue, and deliver additional evidences of indebtedness payable from the Net Revenues (herein called "Additional Obligations"), in any amounts, and for any lawful purpose. Such Additional Obligations, if and when authorized, issued, and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with the Parity Obligations, and all other outstanding Additional Obligations, from an irrevocable first lien on and pledge of the Net Revenues. The City hereby covenants and agrees that no Additional Obligations payable from the Net Revenues, shall be issued on a parity with the Parity Obligations unless and until the following conditions have been met:

(a) Neither the City nor the Bridge Board is then in default as to any covenant, condition or obligation prescribed by this Ordinance.

(b) The Mayor and the City Secretary of the City certify to the effect that the City is not in default as to any covenant, condition, or obligation in connection with all outstanding Bonds and Parity Obligations, and the ordinances authorizing same, and that the Interest and Sinking Fund and the Operating Reserve Fund each contains the amount then required to be therein.

(c) The Bridge Board has secured a certificate or opinion of a Certified Public Accountant to the effect that, according to the books and records of the Bridge Board, the Net Revenues of the Bridge Project for the last completed Fiscal Year, or for 12 consecutive months out of the 15 months, immediately preceding the month the ordinance authorizing the issuance of the Additional Obligations is adopted are at least equal to (i) 1.25 times the average annual debt service for all Outstanding Parity Obligations after giving effect to the issuance of the Additional Obligations then being issued; and (ii) 1.10 times the maximum annual debt service payment to be paid in a Fiscal year for the Outstanding Parity Obligations after giving effect to the issuance of the Additional Obligations then being issued. In making a determination of the Net Revenues, the Accountant may take into consideration a change in the rates and charges for service and facilities afforded by the Bridge Project that became effective at least sixty (60) days prior to the last day of the period for which Net Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro forma determination of the Net Revenues of the Bridge Project for the period of time covered by his or her certification or opinion based on such change in rates and charges being in effect for the entire period covered by the Accountant's certificate or opinion. As used in this Section, the term "Net Revenues" shall mean the Gross Revenues of the Bridge Project, after deducting the Maintenance and Operating Expenses of the Bridge Project, but not depreciation charges or other expenditures which, under generally accepted accounting principles, should be treated as capital expenditures;

(d) That the ordinance authorizing such Additional Obligations shall contain provisions for

increasing the monthly deposits to be made into the Interest and Sinking Fund so that the additional deposits into the Interest and Sinking Fund will assure the availability of money on time for the purpose of paying the installments of principal and interest of principal of such Additional Obligations;

(e) The Additional Obligations are scheduled to mature only on August 15, and the interest thereon is scheduled to be paid only on February 15 and August 15; and

When thus issued, such Additional Obligations will be secured by a pledge of the Net Revenues of the Bridge Project on a Parity in all things with the pledge securing the Bonds.

Notwithstanding the requirements set forth in subparagraphs (c) and (d) above, the City may issue obligations secured by a subordinate lien of Net Revenues, within the limits prescribed by law.

29. General Covenants. The City further covenants and agrees as follow:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and each ordinance authorizing the issuance of Additional Obligations, and in each and every Bond and Additional Obligations; that it will promptly pay or cause to be paid the principal of and interest on every Bond and Additional Obligations, on the dates and in the places and manner prescribed in such ordinances and Bonds and Additional Obligations; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Bridge Interest and Sinking Fund, and the Redemption Fund; and any holder of the Bonds and Additional Obligations may require the City, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this Ordinance or any ordinance authorizing the issuance of Additional Obligations, by all legal and equitable means.

(b) Rates And Charges. That so long as any of the Bonds remain outstanding and unpaid, it shall fix, maintain and collect uniform and nondiscriminatory charges for the facilities and services afforded by the Bridge Project which will produce income and revenues sufficient at all times in an amount equal to not less than 1.15 times the amounts necessary to: (i) pay all Maintenance and Operation Expenses, depreciation, replacement and betterment charges and expenses of the Bridge Project, and (ii) establish, accumulate and fully maintain the several Funds required in the Ordinance; taking into consideration funds then on hand and budgeted for such purposes as well as ad valorem taxes to be levied for such purposes, and that the City will give prompt consideration to the supported recommendations of the Bridge Board for the adjustment of such charges, designed to facilitate the duty of the Bridge Board to maintain and operate the Bridge Project and to assure adequate deposits into all Funds created by this Ordinance.

(c) No Free Service. The City and the Bridge Board covenant that no free vehicular or pedestrian passage will be permitted over the Bridge Project.

(d) Records And Accounts. That so long as any of the Bonds herein authorized or any interest thereon remain outstanding and unpaid, the Bridge Board will keep and maintain a proper and complete system of books, records and accounts pertaining to the operation of the Bridge Project, separate and apart from all other records and accounts in which complete and correct entries shall be made of all

transactions relating to the Bridge Project and that the Registered Owner of any of the Bonds or any duly authorized agent or agents of such Registered Owner, shall have the right at all reasonable times to inspect all such books, records, accounts and data relating thereto, and to inspect the properties comprising the Bridge Project. The Bridge Board officials, and to the extent involved the City Commission, are hereby instructed and directed to do any and all things necessary or convenient in reference to the keeping and maintaining of such books, records and accounts. Within thirty (30) days following the close of each fiscal year, the Bridge Board will cause an audit of such books and accounts to be made by an independent Certified Public Accountant, showing the receipts and disbursements for account of the Bridge Project for such fiscal year. Each such audit shall, in addition to any other items considered proper by the independent Certified Public Accountant, particularly include the following:

(1) A detailed statement of the income and expenditures for account of the Bridge Project for such fiscal year;

(2) A balance sheet as of the end of such fiscal year;

(3) The independent Certified Public Accountant's comments regarding the manner in which the Bridge Board has carried out the requirements of this Ordinance, and his recommendations for any changes or improvements in the operation, records and accounts of the Bridge Project;

(4) A list of the insurance policies in force at the end of the fiscal year on the properties of the Bridge Project, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

Expenses incurred in making the audits above required shall be considered as Maintenance and Operation Expenses of the Bridge Project and paid as such. The original purchaser of the Bonds and any Bond-holder shall have the right to discuss, with the independent Certified Public Accountant undertaking the annual audit, the contents thereof and to ask the City Secretary for such additional information as he may reasonably request.

(e) Maintenance and Operation. Assurance that The Bridge Project will be maintained in good condition and that it will be operated in an efficient manner and at a reasonable cost. So long as any of the Bonds are outstanding, the City agrees that the Bridge Board will maintain insurance for the benefit of the holders of the Bonds and of any Additional Obligations of the kinds and in the amounts which are recommended by the Consulting Engineer or its successor, and that during such time all policies of insurance shall be maintained in force and effect and that premium payments will be made promptly when due. All moneys received from losses under such insurance policies, other than public liability policies, are pledged as security for the Bonds and any Additional Obligations, until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged. Adequate provision for making good such loss or damage is to be made within ninety days after the date of the loss.

(f) Annual Budget. The Bridge Board will prepare a budget governing expenditures for the remainder of the current fiscal year. Each year hereafter, not less than thirty days prior to the close of

the each fiscal year the Bridge Board shall prepare a budget governing its expenditures for the fiscal year commencing October 1. Such budget shall be prepared in cooperation with the City Manager of the City. The Bridge Board shall give notice of a date on which the proposed budget will be considered by the Bridge Board. Notice thereof shall be given to the City Secretary of the City. The City Commission shall annually approve the budget of the Bridge Board. The Bridge Board covenants that on or before the first day of each fiscal year it will adopt the budget of current expenses and payments for the maintenance and operation of the Bridge Project for such fiscal year and that total appropriations thereof will not exceed the total appropriations in the preliminary budget. The Bridge Board may at any time adopt an amended or supplemental annual budget for the remainder of the then current fiscal year, and when so adopted the annual budget as so amended or supplemented shall be treated as the annual budget; provided, however, that before the adoption of any such amended or supplemental annual budget, the Bridge Board shall have obtained the recommendations of the Consulting Engineers in connection therewith.

(g) Sale of Encumbrance of Properties. That except as otherwise prescribed herein, the City shall not sell, or any manner dispose of, any properties comprising the Bridge Project, including property acquired later with the proceeds of the Bonds or Additional Obligations, and it acknowledges and accepts restraint from doing so until the Bonds shall have been paid in full as to both principal and interest at maturity, or redeemed under the provisions hereof relating to their redemptions prior to maturity; provided, however, that this covenant shall not be construed to prevent the disposal by the Bridge Board of property which in its judgment has become inexpedient for use in connection with the Bridge Project. In the event of the disposition of any property under such circumstances, the proceeds from such sale shall be used either in replacement of other property suitable for use and needed by the Bridge Project or be deposited in the Bridge Interest and Sinking Fund.

30. Sale; Bond Purchase Agreement; Official Statement.

(a) Sale of Bonds. The Bonds are hereby sold and shall be delivered to _____ (the "Purchaser(s)") at a price of $_____ (representing the par amount of the Bonds, plus a net original issue premium of $_____, less underwriter's discount of $_____) [plus accrued interest on the Bonds calculated on the basis of a 360-day year of twelve 30-day months from _____ to the date of closing]. The purchase contract presented to the City, in substantially the form attached hereto as Exhibit "D", with price and terms which are hereby found and determined to be the most advantageous reasonably obtained by the City is hereby approved. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such purchase contract on behalf of the City; and the Mayor and all other officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out herein and to provide for the issuance and delivery of the Bonds.

(b) Rule 15c2-12; Official Statement. The City Commission hereby approves the form and contents of the Preliminary Official Statement, and the final Official Statement, dated as of the date hereof, relating to the Bonds, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the reoffering of the Bonds by the Purchaser, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be

conclusively evidenced by their execution thereof. The Mayor is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined, and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the City.

31. Tax Exemption.

A. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

B. No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times prior to the last Stated Maturity of Bonds,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be refinanced or financed directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public, or

(2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be refinanced or financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

C. No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or

similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

D. Current Refunding. The Bonds are issued exclusively to refund the Refunded Bonds, and the Bonds will be issued less than 90 days before the redemption of the Refunded Bonds. The City represents as follows:

(1) Less than five percent of the proceeds of the Refunded Bonds has been or will be used, either directly or indirectly, in the trade or business of any person (including the United States or any agency, department, and instrumentality thereof) other than a governmental unit, and less than five percent of the debt service on the Refunded Bonds is secured or derived, either directly or indirectly, by payments made with respect to property so used; the Refunded Bonds would not have been and are not private activity bonds within the meaning of section 141 of the Code; and the proceeds of the Refunded Bonds were not at the time of issuance reasonably expected to be, have not been, and will not be, used directly or indirectly to make or finance loans to persons other than governmental units.

(2) The refunding is a current refunding (within the meaning of section 149(d)(5) of the Code) of the Refunded Bonds.

(3) The Refunded Bonds are being called for redemption, and will be redeemed, not later than the earliest date on which each such issue may be redeemed.

(4) The initial temporary period under section 148(c) of the Code will end (i) with respect to the proceeds of the Bonds not later than 30 days after the date of issue of such Bonds and (ii) with respect to proceeds of the Refunded Bonds on the Closing Date if not ended prior thereto.

(5) On and after the date of issue of the Bonds no proceeds of the Refunded Bonds will be invested in Nonpurpose Investments having a Yield in excess of the Yield on the Refunded Bonds to which any of such proceeds relate.

(6) In the issuance of the Bonds the City has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates and reduced debt service payments in early years.

F. Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the final Stated Maturity of the Bonds, directly or indirectly invest Gross Proceeds in any Investment Property (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investment Properties acquired with Gross Proceeds (or with money replaced thereby) whether then held or previously disposed of, exceeds the Yield of the Bonds.

G. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

H. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as such Secretary may prescribe.

I. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of such accounting for at least six years after the day on which the last Outstanding Bond is discharged. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) The City shall calculate, in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder, the Rebatable Arbitrage. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby, and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Debt Service Fund or its general fund, as permitted by applicable statute, regulation, or opinion of the Attorney General of the State of Texas, the amount described in paragraph (2) above, at the times, in the installments, to the place, in the manner, and accompanied by Form 8038-T or such other forms and such other information as is or may be required by section 148(f) of the Code, and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any delinquent amounts owed to it, interest thereon, and any assessed penalty.

J. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of

the Stated Maturity or final payment of the Bonds enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection I. of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

K. Elections. The City hereby directs and authorizes the Mayor to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code and Regulations as he deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

L. Bonds Not Hedge Bonds.

(1) At the time the Refunded Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such series of bonds within three years after such series was issued.

(2) Not more than 50% of the proceeds of each series of the Refunded Bonds was invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

32. Use of Net Proceeds. The City covenants and agrees that its use of the "Net Proceeds" (as hereinafter defined) of the Bonds will at all times satisfy the following requirements:

(i) The City will use proceeds of the Bonds in the amount of $_____, and $_____ to be retained in the form of cash, to purchase State and Local Government Series ("SLGS") securities of the U.S. Treasury, Bureau of Public Debt, deposited to the escrow to refund the Refunded Obligations.*

(ii) The City will use a portion of the Net Proceeds to pay the costs of issuing the Bonds.

(iii) The City has limited, with respect to the Refunded Bonds, and will limit the amount of original and investment proceeds of the Refunded Bonds used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than ten percent of the proceeds of the Refunded Bonds ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit.

(iv) The City has not permitted, with respect to the Refunded Bonds, more than five percent of the Net Proceeds of the Refunded Bonds to be used in the trade or business of any

person other than a governmental unit if such use is unrelated to the governmental purpose of such Bonds. Further, the amount of private-use proceeds of the Refunded Bonds in excess of five percent of the Net Proceeds of the Refunded Bonds ("excess private-use proceeds) did not and will not exceed the proceeds of the Refunded Bonds, expended for the governmental purpose of the Refunded Bonds.

(v) The City, with respect to the Refunded Bonds, has not permitted an amount of proceeds of the Refunded Bonds exceeding the lesser of (a) $5,000,000 or (b) five percent of the Net Proceeds of the Refunded Bonds to be used, directly or indirectly, to finance loans to persons other than governmental units.

When used in this Section, the term “Net Proceeds” of the Refunded Bonds shall mean the proceeds from the sale of the Refunded Bonds, including investment earnings on the proceeds of such issue, less accrued interest with respect to such issue.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or omit to take any action within its control, that, if taken or omitted, respectively, would cause the bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable regulations thereunder, except as permitted by section 149(b)(3) of the Code and such regulations.

(d) No-Arbitrage Covenant. The City shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds (including interest or other investment income derived from Bond proceeds), regulate investments of proceeds of the Bonds and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(e) Arbitrage Rebate. The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds and to identify the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a

reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(f) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and applicable regulations thereunder.

33. Redemption of Refunded Bonds. The City hereby irrevocably calls the following bonds for redemption prior to maturity on the date set forth below, and authorizes and directs notice of such redemptions to be given in accordance with the Ordinance authorizing the issuance of such bonds:

Bonds to be Redeemed	**Redemption Date**
City of Pharr, Texas Combination Tax and International Bridge Revenue Refunding Bonds, Series 2005A	_____

Said Refunded Bonds are hereby called for redemption and the respective Paying Agent/Registrar(s) for the Refunded Bonds are hereby directed to make appropriate arrangements so that Refunded Bonds may be redeemed on the redemption date.

34. Escrow Agreement. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the City and _____, as Escrow Agent, which shall be substantially in the form attached hereto as Exhibit "E", the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the programs designed for the City by the Purchasers and which shall be certified as to mathematical accuracy by Grant Thornton LLP, Certified Public Accountants, whose Report (the "Report") shall be attached to the Escrow Agreement, (b) to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Ordinance, and the Mayor is hereby authorized to execute and deliver such Escrow Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal.

To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the Mayor and the City Secretary of the City are hereby authorized to subscribe for, agree to purchase and purchase obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Verification Report to be attached to the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

35. Book-Entry Only Transfers and Transactions. Notwithstanding the provisions contained

in Sections 10 and 14 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by the Depository Trust company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Letter of Representations, by and between the City, the Paying Agent/Registrar and DTC (the "Depository Agreement") relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the bonds on the Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the Ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bonds to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 9 and 13 hereof.

36. The Depository Trust Company of New York. (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in paragraph (b) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owners at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in Bonds, (b) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to principal of or interest on the Bonds.

Except as provided in paragraph (c) of this Section, the City and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purposes of payment of principal of and interest on such Bond, giving notices of redemption and other matters with respect to such Bond, registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

(b) In the event that the City or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provision of this Ordinance.

Notwithstanding any other provision of the Ordinance to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

37. Ratings. The Mayor, financial advisor and other consultants are hereby authorized to take such action as the Mayor shall approve in seeking ratings on the Bonds from Fitchratings and Standard & Poor's Public Finance Ratings and any such action is hereby ratified and confirmed.

38. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

39. Defeasance. The City may defease the provisions of this Order and discharge its obligations to the Registered Owners of any or all of the Notes to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Notes plus interest thereon to the date of maturity, or (b) pursuant to an escrow or

trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Notes plus interest thereon to the date of maturity. Upon such deposit, such Notes shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

40. Amendments. The City may amend the Ordinance without the consent of or notice to any registered owners in any manner not detrimental to the interests of the registered owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the registered owners of all of the Bonds affected, no such amendment, addition, or rescission may (1) change the date specified as the date on which the principal of or any installment of interest on any Bond is due and payable, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Bond or interest thereon, change the place or places at or the coin or currency in which any Bond or interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any amendment, addition, or waiver.

41. Undertaking to Provide Information. (a) This section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) (the "Rule"). Capitalized terms used in this Section and not otherwise defined in this Order shall have the meanings assigned such terms in subsection (d) hereof. Under Texas law, the City must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified public accountant and must file each audit report with the State Comptroller within 120 days after the close of the City's fiscal year. The City's fiscal records and audit reports are available for public inspection during the regular business hours, and the City is required to provide a copy of the City's audit reports to any bondholder or any member of the public within a reasonable time on request upon payment of charges prescribed by the Texas General Services Commission.

(b) The City, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

(1) Annual Financial Information;
(2) Audited Financial Statements, if any; and
(3) Certain Specified Event Notices.

(c) (1) While any Bonds are Outstanding, the City shall provide the updated Annual Financial Information on or before 6 months from the end of the fiscal year of each year (the "Report Date"), beginning in the year 2015, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system, free of charge at www.emma.org. The City may adjust the Report Date if the City changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB, provided that the new Report Date shall be no later than 6 months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the City provides to the MSRB, the Annual Financial Information by specific reference to documents previously provided to the MSRB, or filed with the Securities and Exchange Commission and, if such a document is a final Official Statement within the meaning of the Rule, available from the MSRB. The current Report Date is June 30, of each year.

(2) If not provided as part of the Annual Financial Information, the City shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB. If Audited Financial Statements are not available by the required time, the City will provide unaudited financial statements by the required time and Audited Financial Statements when and if such Audited Financial Statements become available.

(3) The City shall provide a Specified Event Notice in a timely manner *not in excess of ten business days* after the occurrence of the event. Each Specified Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The City shall provide in a timely manner to the MSRB notice of any failure by the City while any Bonds are Outstanding to provide Annual Financial Information on or before the Report Date.

(d) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Order.

(1) "Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB") or operating data with respect to the City, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds contained in Tables 1 through 6 and 8 through 12 and in Appendix B of the City's Official Statement referenced in Section 21(b) of this Order.

(2) "Audited Financial Statements" means the City's annual financial statements,

prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(3) "Certain Specified Event" means any of the following events with respect to the Bonds:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of holders of the Bonds, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(4) "Specified Event Notice" means electronic notice of a Specified Event.

(e) Unless otherwise required by law and subject to technical and economic feasibility, the City shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the City's information.

(f) The continuing obligation hereunder of the City to provide Annual Financial Information, Audited Financial Statements, if any, and Material Event Notices shall terminate immediately once the Bonds no longer are Outstanding. This section or any provision hereof, shall be null and void in the event that the City delivers to the MSRB the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this section and by the City with the Rule.

(g) Any failure by the City to perform in accordance with this Section shall not constitute an event of default under this Order.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(h) The SEC has adopted amendments to the Rule which approve the establishment by the MSRB of the Electronic Municipal Market Access ("EMMA") which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the City will be made with the MSRB in electronic format only in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB.

(i) Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(j) The City has agreed to update information and to provide notices of certain specified events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although the registered and beneficial owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

(k) The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the registered and beneficial owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the continuing disclosure agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(l) During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

[42. Bond Insurance; Purchase of Policy Authorized. The purchase of and payment of the premium for municipal bond insurance from _____, in accordance with the terms of a commitment for such insurance presented to and approved by the City Commission attached hereto as Exhibit "F", is hereby authorized. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Certificates of an appropriate legend regarding such insurance is hereby approved.]

43. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Ordinance to be given to or filed with the City or the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

City:	City of Pharr. 118 N. Cage Blvd Pharr, Texas 78577
Paying Agent/Registrar:	[Paying Agent]

43. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted 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, as amended, Texas Government Code.

44. Effective Date. This Ordinance shall be in full force and effect from and upon its adoption.

45. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

46. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

47. Appropriation. The City hereby appropriates from current funds on hand, and directs the transfer to the Debt Service Fund for the Bonds of an amount of money sufficient, when added to the accrued interest received from the sale at the Bonds, to pay the principal interest scheduled to come due on the Bonds as provided in this Ordinance.

(*) All missing information within the foregoing sections to be supplemented with the terms of the Officer Pricing Certificate.

PASSED AND APPROVED on _____.

_____
Mayor
City of Pharr, Texas

ATTEST:

_____
City Secretary
City of Pharr, Texas

(SEAL)

EXHIBIT A

Officer Pricing Certificate

EXHIBIT B

Paying Agent/Registrar Agreement

EXHIBIT C

Form of the Initial Bond

EXHIBIT D

Bond Purchase Contract

EXHIBIT E

Escrow Agreement

EXHIBIT F

Commitment for Insurance

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF PHARR, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER AND THE FINANCE DIRECTOR PURSUANT TO THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTIONS 1207.007 AND 1207.008; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX; AUTHORIZING THE CURRENT REFUNDING OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT; APPROVING AN OFFICIAL STATEMENT, EXECUTION OF AN ESCROW AND TRUST AGREEMENT, THE SUBSCRIPTION AND PURCHASE OF CERTAIN FEDERAL SECURITIES, AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO.

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

WHEREAS, the City Commission (the "City Commission") of the City of Pharr, Texas (the "City"), has heretofore issued, sold, and delivered, and there are currently outstanding, obligations which are secured by the full faith and credit of the City and a pledge by the City to levy ad valorem taxes sufficient to pay principal of and interest on the bonds as they become due, of the following issues or series:

> City of Pharr, Texas General Obligation Refunding Bonds, Series 2005B, dated August 15, 2005, now outstanding in the principal amount of $10,210,000 of which the principal amounts maturing on or after August 15, 2016, in whole or in part, can be redeemed on August 15, 2015, and on any date thereafter (the “Series 2005B Callable Bonds”); and

WHEREAS, Chapter 1207, Texas Government Code, as amended, further authorizes the City Commission to enter into an escrow agreement with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City Commission and such paying agent may agree, provided that such deposits may be invested and reinvested in direct obligations of the United States, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Bonds; and

WHEREAS, the City Commission has determined that some or all of the maturities of the Series 2005B Callable Bonds (hereinafter the “Refunded Bonds Candidates”) may be refunded by the City with resulting debt service savings and hereby finds and determines that the refunding contemplated in this Ordinance will benefit the City by providing a present value savings of debt service payable by the City in an amount to be certified in the Officer Pricing Certificate, as hereinafter defined, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, Wilmington Trust, N.A., Dallas, Texas, currently serve as the paying agents for the Refunded Bonds; and

WHEREAS, _____ is hereby appointed as the Escrow Agent (hereinafter defined) for the refunding bonds;* and

WHEREAS, the City Commission hereby finds and declares it a public purpose, and deems it advisable, to refund the Series 2005B Callable Bonds maturing in the years _____ through and including ____ in order to achieve a total gross present value debt service savings in the amount of $_____, with a net present value savings in the amount of $_____;* and

WHEREAS, all the Refunded Bonds Candidates mature or are subject to redemption prior to maturity within 20 years of the date of the Bonds hereinafter authorized; and

WHEREAS, the City has determined to call for redemption the Refunded Bonds on _____.*

NOW, THEREFORE, BE IT ORDERED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS:

1. Definitions. Throughout this Ordinance the following terms and expressions as used herein shall have the meanings set forth below:

The term "Attorney General" shall mean the Attorney General of Texas.

The term "City Commission" shall mean the City Commission of the City of Pharr, Texas.

The term "Bonds" shall mean the "City of Pharr, Texas General Obligation Refunding Bonds, Series 2015B," (and include all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto), and the term "Bond" shall mean any of the Bonds.

The term "Business Day" shall mean any day that is not a Saturday, Sunday, a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term "City" shall mean the City of Pharr, Texas, and any successor to its duties and functions.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

The term "Debt Service Fund" shall mean the debt service fund required to be established by the City pursuant to Section 19 of this Ordinance.

The term "Defeasance Securities" shall mean (1) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (2) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

The term "DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

The term "DTC Participant" shall mean brokers and dealers, bank, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "Escrow Agent" shall mean _____ and its successors in the capacities of escrow agent for the Bonds.

The term "Fiscal Year" shall mean the City's then designated fiscal year which shall be the twelve-month period beginning on October 1 of one year and ending on September 30 of the following year or such other period of twelve months as may be approved by City Commission

The term "Interest Payment Date" when used in connection with any Bond, shall mean February 15 and August 15 of each year, commencing _____ and continuing thereafter until the earlier of maturity or redemption.

The term "Issue Date" shall mean the date on which the Bonds are delivered to, and paid for by the purchasers of the Bonds.

The term “Issuer” shall mean the City.

The term "MSRB" means the Municipal Securities Rulemaking Board.

[The term "Municipal Bond Insurance Policy" shall mean the financial guaranty insurance policy issued by _____ insuring the payment when due of the principal of and interest on the Bonds as provided therein.]

The term "Officer Pricing Certificate" shall mean a certificate relative to the final terms required to undertake the refunding of the Refunded Bonds.

The term "Ordinance" as used herein and in the Bonds shall mean this ordinance authorizing the Bonds.

The term "Outstanding", when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Bond canceled by or on behalf of the City at or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Ordinance.

The term "Owner" shall mean any person who shall be the registered owner of any outstanding Bond.

The term "Paying Agent/Registrar" shall mean _____ and its successors in the capacities of paying agent and registrar for the Bonds.

The term “Pricing Officer” shall mean the City Manager and the Finance Director) authorized by this Ordinance to execute the Officer Pricing Certificate.

The term "Purchaser" shall mean the initial purchaser of the Bonds designated in this Ordinance.

The term "Record Date," as used in connection with any Current Interest Bond, shall mean the close of business on the last business day of the month next preceding each Interest Payment Date.

The term "Register" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner of Bonds.

The term "Registered Owner or Owners" shall mean the person or entity in whose name any Bond is registered in the Register.

The term "Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "SEC" shall mean the United States Securities and Exchange Commission.

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

2. Findings. The City hereby finds and determines that the recitals contained in the preamble hereto are true and correct and hereby incorporates the said recitals in the preamble as if set forth in full at this place.

3. Authorization; Amount; Purposes. The City's Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Bonds shall be issued as set forth in the Officer Pricing Certificate, and shall be issued in the original aggregate principal amount as hereinafter set out for the purpose of providing funds to refund the Refunded Bonds, to the extent provided in the Officer Pricing Certificate, and paying the costs and expenses of issuing the Bonds. As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, carrying out the procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the terms of the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Officer Pricing Certificate; provided that the following conditions are met: (a) the refunding results in a reduction of debt service costs to the City on a present value basis of not less than 4.50%; (b) the aggregate principal amount of the Refunding Bonds to be issued shall not exceed the aggregate principal amount of the Refunded Bonds Candidates; (c) the Bonds, as a whole, shall not bear a net effective interest rate greater than 2.30% per annum (as defined in Chapter 1204, Texas Government Code, as amended). The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to October 7, 2015. The Bonds shall be sold by negotiated sale to the Underwriter(s) pursuant to a bond purchase agreement in substantially the form presented to the City Commission on the date of adoption of this Ordinance at such price, with and subject to such terms as set forth in the Officer Pricing Certificate, to be executed by the Pricing Officer on behalf of the City, substantially, in the form attached hereto as Exhibit "A". The Bonds may be issued as set forth in the Officer Pricing Certificate.

4. Designation, Date and Interest Payment Dates. The Bonds shall be designated as the "City of Pharr, Texas General Obligation Refunding Bonds, Series 2015B" and shall be dated for convenience purposes _____ (the "Dated Date"). The Bonds shall bear interest at the rates set forth in Section 5 of this Ordinance from the later of the Dated Date, or the most recent Interest Payment Date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on February 15 and August 15 of each year, commencing _____, until maturity or prior redemption of the Bonds.

5. Initial Bonds; Numbers and Denominations. The Bonds herein authorized shall be issued initially either (i) as a single fully registered Bond in the total principal amount of $_____ with principal installments to become due and payable as provided in this Section 5 and numbered T-1, or (ii) as separate fully registered Bonds for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward (the "Initial Bond(s)"), and, in either case, the Initial Bond(s) shall be registered in the name of the purchaser(s) (the "Underwriter(s)"). The Initial Bond(s) shall be submitted to the office of the Attorney General of the State of Texas for

approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the Paying Agent/Registrar. Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the Underwriter(s), or the designee(s) thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Underwriter(s) named at the address identified therefor; all pursuant to and in accordance with such written instructions from the City, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Bond(s) submitted to the Attorney General of Texas may be typewritten, photocopied, or otherwise reproduced.

The Bonds shall mature and be payable serially in each of the years and in the principal amounts as follows:

MATURITY SCHEDULE
$_____

Year of Maturity (August 15)	Principal Amount	Interest Rates (%)
2015		
2015		
2016		
2017		
2018		
2019		
2020		
2021		

[6. Optional Redemption Prior to Maturity. The City reserves the right, at its option, to redeem Bonds having stated maturities on and after _____, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on _____, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.]

7. Execution of Bonds; Seal. The Bonds shall be signed by the Mayor of the City and countersigned by the City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose signature shall be on the Bonds, or on any certification required in connection with the Bonds, shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds or certification required in connection with the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

8. Approval by Attorney General; Registration by Comptroller. The Initial Bond(s) shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The Mayor and the City Secretary of the City Commission are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and the City Secretary and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 17 of this Ordinance, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

9. Authentication. Except for the Initial Bonds, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Section 17 of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

10. Payment of Principal and Interest; Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a copy of which is attached hereto as Exhibit "B", which is hereby authorized, approved and incorporated hereto by reference by the City Commission and which the appropriate officials of the City are hereby authorized to execute. The officers of the City are each hereby authorized to execute, attest and affix the City's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance. All money transferred to the Paying Agent/Registrar in its capacity as registrar or paying agent for the Bonds under this Ordinance (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance. All matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

The principal or redemption price of the Bonds shall be payable without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the trust office of the

Paying Agent/Registrar. The interest on each Bond shall be payable by check dated as of the Interest Payment Date and mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Bond shall be paid upon presentation and surrender of such Bond at the principal trust office of the Paying Agent/Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

11. Successor Paying Agents/Registrars. The City covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The City reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

12. Special Record Date. In the event of a nonpayment of interest on any Interest Payment Date which continues for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest (the "Special Record Date"). The Paying Agent/Registrar shall establish a Special Record Date upon receipt of funds from or on behalf of the City to make such interest payment. The Special Record Date shall be fifteen days prior to the scheduled payment date of past due interest. Notice of the scheduled payment date of past due interest and the Special Record Date shall be given by U.S. mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

13. Ownership; Unclaimed Principal and Interest. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying

Agent/Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City. The Paying Agent/Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

14. Registration, Transfer and Exchange. As long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

15. Mutilated, Lost or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or

other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(a) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

In accordance with Chapter 1207, Texas Government Code, as amended, each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered. This section further constitutes authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar.

16. Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are

authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

17. Form of Bonds. The form of the Bonds, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as follows, with such additions, deletions and variations, including any guarantee legend or statement, as may be necessary or desirable and not prohibited by this Ordinance; except that the form of the single fully registered Initial Bond shall be modified and shall be in the form attached hereto as Exhibit "C":

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF TEXAS

REGISTERED
R-

REGISTERED
PRINCIPAL AMOUNT
$

CITY OF PHARR, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B

INTEREST RATE: DATED DATE: MATURITY DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

CITY OF PHARR, TEXAS (the "City"), for value received, promises to pay to the Registered Owner set forth above, or registered assigns, on the maturity date specified above (or on earlier redemption as herein provided), upon presentation and surrender of this Bond at the trust office of _____ or its successor (the "Paying Agent/Registrar"), the principal amount identified above (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the Dated Date identified above or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable semiannually on February 15 and August 15 of each year, beginning _____ until maturity of this Bond, by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last business day of the month next preceding each Interest Payment Date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity

or earlier redemption shall be paid upon presentation and surrender of this Bond at the corporate trust office of the Paying Agent/Registrar.

IN THE EVENT of a nonpayment of interest on any Interest Payment Date which continues for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest (the "Special Record Date"). The Paying Agent/Registrar shall establish a Special Record Date upon receipt of funds from or on behalf of the City to make such interest payment. The Special Record Date shall be fifteen days prior to the scheduled payment date of past due interest. Notice of the scheduled payment date of past due interest and the Special Record Date shall be given by U.S. mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

IF THE DATE for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

THIS BOND is one of a duly authorized issue of bonds dated _____, aggregating $_____ (the "Bonds"), issued for the purpose of combining with available funds of the City, if any, to refund all or part of the outstanding City of Pharr, Texas General Obligation Refunding Bonds, Series 2005B; and to pay costs and expenses of issuance, all pursuant to the Constitution and laws of the State of Texas including Chapter 1207, Texas Government Code, as amended, and an Ordinance adopted by the City Commission on April 7, 2015 (the "Ordinance").

[THE CITY reserves the right, at its option, to redeem Bonds having stated maturities on and after _____, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on _____, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND IS EXCHANGEABLE at the trust office of the Paying Agent/Registrar for the Bonds in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified Paying Agent/Registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this bond.

CITY OF PHARR, TEXAS

_____ _____

City Secretary Mayor

(SEAL)

[Form of Statement of Insurance]

[STATEMENT OF INSURANCE]

[TBD]

Form of Registration Certificate
of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO._____

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

_____
Comptroller of Public Accounts
of the State of Texas

Form of Paying Agent/Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Ordinance described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of Authentication

[Paying Agent]

as Paying Agent/Registrar

By: _____
Authorized Signature

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee) _____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature

Guaranteed: _____

_____
Registered Owner

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the same name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement, or change whatsoever.

18. Opinion of Bond Counsel; CUSIP. The approving opinion of The J. Ramirez Law Firm, San Juan, Texas, Bond Counsel and a secretarial certificate certifying that the Bond Counsel Opinion is on file with the City. CUSIP numbers may be printed on the Bonds, but errors or omissions in the printing of such information shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated "City of Pharr, Texas General Obligation Refunding Bonds, Series 2015B Debt Service Fund" (the "Debt Service Fund") is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Ordinance shall be deposited, as collected, in the Debt Service Fund. Money on deposit in the Debt Service Fund may, at the option of the City, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the City in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Bonds is excludable from gross income for federal income tax purposes.

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the City, within the limits prescribed by law, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures (but never less than 2% of the original principal amount of the Bonds in any year), full allowance being made for delinquencies and costs of collection. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 20. Sale; Bond Purchase Contract; Ratings. The Bonds are hereby sold and shall be delivered to _____ (the "Purchaser(s)") at a price of $_____ (representing the par amount of Bonds, plus a net original

issue premium on the Bonds of $_____, and less an underwriter's discount of $_____)[, plus accrued interest on the Bonds calculated on the basis of a 360-day year of twelve 30-day months from _____ to the Issue Date,] in accordance with the terms of the bond purchase contract presented to and hereby approved by the City Commission, in substantially the form attached hereto as Exhibit "D", which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such bond purchase contract on behalf of the City, and the Mayor and all other officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

The City hereby approves the form and contents of the Preliminary Official Statement, and the final Official Statement, dated as of the date hereof, relating to the Bonds, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the reoffering of the Bonds by the Purchaser, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined, and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Commission.

21. Tax Exemption.

(a) General Tax Covenant. The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the "Code") and applicable regulations. The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of this Section; provided, however, that the City shall not be required to comply with any particular requirement of this Section if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Bonds, the City covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) Use of Net Proceeds. The City covenants and agrees that its use of the "Net Proceeds" (as hereinafter defined) of the Bonds will at all times satisfy the following requirements:

(i) The City will use proceeds of the Bonds in the amount of $_____, and $_____ to be retained in the form of cash, to purchase State and Local Government Series ("SLGS") securities of the U.S. Treasury, Bureau of Public Debt, deposited to the escrow to refund the Refunded Obligations.*

(ii) The City will use a portion of the Net Proceeds to pay the costs of issuing the Bonds.

(iii) The City has limited, with respect to the Refunded Bonds, and will limit the amount of original and investment proceeds of the Refunded Bonds used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than ten percent of the proceeds of the Refunded Bonds ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit.

(iv) The City has not permitted, with respect to the Refunded Bonds, more than five percent of the Net Proceeds of the Refunded Bonds to be used in the trade or business of any person other than a governmental unit if such use is unrelated to the governmental purpose of such Bonds. Further, the amount of private-use proceeds of the Refunded Bonds in excess of five percent of the Net Proceeds of the Refunded Bonds ("excess private-use proceeds) did not and will not exceed the proceeds of the Refunded Bonds, expended for the governmental purpose of the Refunded Bonds.

(v) The City, with respect to the Refunded Bonds, has not permitted an amount of proceeds of the Refunded Bonds exceeding the lesser of (a) $5,000,000 or (b) five percent of the Net Proceeds of the Refunded Bonds to be used, directly or indirectly, to finance loans to persons other than governmental units.

When used in this Section, the term "Net Proceeds" of the Refunded Bonds shall mean the proceeds from the sale of the Refunded Bonds, including investment earnings on the proceeds of such issue, less accrued interest with respect to such issue.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or omit to take any action within its control, that, if taken or omitted, respectively, would cause the bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable regulations thereunder, except as permitted by section 149(b)(3) of the Code and such regulations.

(d) No-Arbitrage Covenant. The City shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds (including interest or other investment income derived from Bond proceeds), regulate investments of proceeds of the Bonds and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(e) Arbitrage Rebate. The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds and to identify the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(f) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and applicable regulations thereunder.

22. Redemption of Refunded Bonds. The City hereby irrevocably calls the following bonds for redemption prior to maturity on the date set forth below, and authorizes and directs notice of such redemptions to be given in accordance with the orders authorizing the issuance of such bonds:

Bonds to be Redeemed	Redemption Date
City of Pharr, Texas General Obligation Refunding Bonds, Series 2005B	_____

Said Refunded Bonds are hereby called for redemption and the respective Paying Agent(s)/Registrar(s) for the Refunded Bonds are hereby directed to make appropriate arrangements so that Refunded Bonds may be redeemed on the redemption dates.

23. Book-Entry Only Transfers and Transactions; Depository Trust Corporation

(a) Notwithstanding the provisions contained in Sections 10 and 14 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by the Depository Trust company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Letter of Representations, by and between the City, the Paying Agent/Registrar and DTC (the "Depository Agreement") relating to the Bonds.

(b) Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the bonds on the Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the Ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bonds to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 10 and 14 hereof.

(d) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in paragraph (g) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owners at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(e) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC

Participant with respect to any ownership interest in Bonds, (b) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to principal of or interest on the Bonds.

(f) Except as provided in paragraph (g) of this Section, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purposes of payment of principal of and interest on such Bond, giving notices of redemption and other matters with respect to such Bond, registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

(g) In the event that the City or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provision of this Ordinance.

(h) Notwithstanding any other provision of this Ordinance to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

24. Escrow and Trust Agreement. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow and Trust Agreement to be entered into by and between the City and _____, as Escrow Agent, which shall be substantially in the form attached hereto as Exhibit "E", the terms and provisions of which are hereby approved, subject to such insertions, addition and modifications as shall be necessary (a) to carry out the programs designed for the City by the Underwriters and which shall be certified as to mathematical accuracy by Grant Thornton L.L.P., Minneapolis, Minnesota, Certified Public Accountants, whose Verification Report shall be attached to the

Escrow and Trust Agreement, (b) to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Ordinance, and the Mayor or the Mayor Pro-Tem is hereby authorized to execute and deliver such Escrow and Trust Agreement on behalf of the City in multiple counterparts and the City Secretary or Assistant City Secretary is hereby authorized to attest thereto and affix the City's seal.

25. Amendments. The City may amend this Ordinance without the consent of or notice to any registered owners in any manner not detrimental to the interests of the registered owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; except that, without the consent of the registered owners of all of the Bonds affected, no such amendment, addition, or rescission may (1) change the date specified as the date on which the principal of or any installment of interest on any Bond is due and payable, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Bond or interest thereon, change the place or places at or the coin or currency in which any Bond or interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any amendment, addition, or waiver.

26. Undertaking to Provide Information. (a) This section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) (the "Rule"). Capitalized terms used in this Section and not otherwise defined in this Order shall have the meanings assigned such terms in subsection (d) hereof. Under Texas law, the City must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified public accountant and must file each audit report with the State Comptroller within 120 days after the close of the City's fiscal year. The City's fiscal records and audit reports are available for public inspection during the regular business hours, and the City is required to provide a copy of the City's audit reports to any bondholder or any member of the public within a reasonable time on request upon payment of charges prescribed by the Texas General Services Commission.

(b) The City, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

(1) Annual Financial Information;
(2) Audited Financial Statements, if any; and
(3) Certain Specified Event Notices.

(c) (1) While any Bonds are Outstanding, the City shall provide the updated Annual Financial Information on or before 6 months from the end of the fiscal year of each year (the "Report Date"), beginning in the year 2015, to the Municipal Securities Rulemaking Board (the

"MSRB") through its Electronic Municipal Market Access ("EMMA") system, free of charge at www.emma.org. The City may adjust the Report Date if the City changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB, provided that the new Report Date shall be no later than 6 months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the City provides to the MSRB, the Annual Financial Information by specific reference to documents previously provided to the MSRB, or filed with the Securities and Exchange Commission and, if such a document is a final Official Statement within the meaning of the Rule, available from the MSRB. The current Report Date is June 30, of each year.

(2) If not provided as part of the Annual Financial Information, the City shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB. If Audited Financial Statements are not available by the required time, the City will provide unaudited financial statements by the required time and Audited Financial Statements when and if such Audited Financial Statements become available.

(3) The City shall provide a Specified Event Notice in a timely manner *not in excess of ten business days* after the occurrence of the event. Each Specified Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The City shall provide in a timely manner to the MSRB notice of any failure by the City while any Bonds are Outstanding to provide Annual Financial Information on or before the Report Date.

(d) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Order.

(1) "Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB") or operating data with respect to the City, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds contained in Tables 1 through 6 and 8 through 12 and in Appendix B of the City's Official Statement referenced in Section 21(b) of this Order.

(2) "Audited Financial Statements" means the City's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(3) "Certain Specified Event" means any of the following events with respect to the Bonds:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(4) "Specified Event Notice" means electronic notice of a Specified Event.

(e) Unless otherwise required by law and subject to technical and economic feasibility, the City shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the City's information.

(f) The continuing obligation hereunder of the City to provide Annual Financial Information, Audited Financial Statements, if any, and Material Event Notices shall terminate immediately once the Bonds no longer are Outstanding. This section or any provision hereof,

shall be null and void in the event that the City delivers to the MSRB the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this section and by the City with the Rule.

(g) Any failure by the City to perform in accordance with this Section shall not constitute an event of default under this Order.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(h) The SEC has adopted amendments to the Rule which approve the establishment by the MSRB of the Electronic Municipal Market Access ("EMMA") which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the City will be made with the MSRB in electronic format only in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB.

(i) Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(j) The City has agreed to update information and to provide notices of certain specified events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although the registered and beneficial owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

(k) The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the registered and beneficial owners of a majority in aggregate

principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the continuing disclosure agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(l) During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

27. Purchase of United States Treasury Obligations. To assure the purchase of the federal securities referred to in the Escrow and Trust Agreement, the Mayor or Mayor Pro-Tem, and the Business Manager of the City are hereby authorized to subscribe for, agree to purchase and purchase obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Verification Report to be attached to the Escrow and Trust Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

28. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the bond purchase contract with the Purchasers and the Escrow Agreement, the Mayor and City Secretary of the City Commission and all other appropriate officers, agents and representatives of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds and refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the City's obligations under the Escrow Agreement, the bond purchase contract and this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of such Escrow Agreement and this Ordinance.

29. Ratings. The Mayor, the City Manager, and the financial advisor and other consultants are hereby authorized to take such action as the Mayor shall approve in seeking ratings on the Bonds from any rating service and any such action is hereby ratified and confirmed.

30. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

31. Defeasance. The City may defease the provisions of this Order and discharge its obligations to the Registered Owners of any or all of the Notes to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Notes plus interest thereon to the date of maturity, or (b) pursuant to an escrow or trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Notes plus interest thereon to the date of maturity. Upon such deposit, such Notes shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

32. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Ordinance to be given to or filed with the City or the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

City:	City of Pharr, Texas 118 N. Cage Blvd. Pharr, Texas 78577 Attention: Mayor
Paying Agent/ Registrar:	[Paying Agent] Attention: Trust Department

[33. Bond Insurance; Purchase of Policy Authorized. The purchase of and payment of the premium for municipal bond insurance from _____, in accordance with the terms of a commitment for such insurance presented to and approved by the City Commission attached hereto as Exhibit "F", is hereby authorized. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Certificates of an appropriate legend regarding such insurance is hereby approved.]

34. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and

purpose of said meeting was given, all as required by the Texas Opening Meetings Act, Chapter 551, Texas Government Code, as amended.

35. Effective Date. This Ordinance shall be in full force and effect from and upon its adoption.

36. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

37. Repealer. All resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

(*) All missing information within the foregoing sections to be supplemented with the terms of the Officer Pricing Certificate.

PASSED AND APPROVED on _____.

_____
Mayor
City of Pharr, Texas

ATTEST:

_____
City Secretary
City of Pharr, Texas

(SEAL)

EXHIBIT A

OFFICER PRICING CERTIFICATE

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT C

FORM OF INITIAL BOND

EXHIBIT D

BOND PURCHASE CONTRACT

EXHIBIT E

ESCROW AND TRUST AGREEMENT

EXHIBIT F

COMMITMENT FOR INSURANCE

AGENDA ITEM REQUEST

MEETING DATE: 08-04-2015

INITIATED BY: Hilda Pedraza DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Resolution appointing/re-appointing Regular member and Alternate member to the Amigos Del Valle, Inc. for FY 2015-2016.

PARTY MAKING THE REQUEST: Juan Guerra.

NATURE OF THE REQUEST: Request for appointment/re-appointment of members for ADV Board for FY2015-2016. Current members are Comm. Eleazar Guajardo (Regular member) and Comm. Ricardo Medina (Alternate member).

BUDGET:

EXPENDITURE REQUIRED: $n/a

CURRENT BUDGET: $n/a

ADDITIONAL FUNDING: $n/a

ROUTING:

LEGAL:_____ DATE:_____

FINANCE/PURCHASING:_____ DATE:_____

APPROVAL:

DEPT. HEAD: Hilda Pedraza DATE: 7-27-15

ASSISTANT CITY MANAGER:_____ DATE:_____

CITY MANAGER:_____ DATE: 7/27/15

STAFF RECOMMENDATION:

Approve the appointment/re-appointment of members to the Amigos Del Valle Board of Directors.

Amigos Del Valle, Inc.

1116 North Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-7743

BOARD OFFICERS
RICHARD MOLINA
City Commissioner, Edinburg
President
GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
Vice President
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Immediate Past President

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CHRIS TAMEZ
City of Raymondville
ANTONIO GONZALES
Mayor Pro Tem, San Benito
SHAY CANTU
City Commissioner, San Juan
RUBEN DE LA ROSA
City Commissioner, Harlingen
OMAR QUINTANILLA
Frost Bank, Vice-President
Finance / Banking
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR
DR. MANUEL OCHOA

July 17, 2015

Honorable Mayor Hernandez:

Thank you for the support the City of Pharr has provided for Amigos Del Valle, Inc. (ADV) for the fiscal year 2014-15. As a non-profit organization ADV continues to deliver results to those in most need around the Rio Grande Valley region. Mr. Javier Rodriguez, the representative for The City of Pharr, appointment to the Amigos Del Valle Board continues to provide leadership and is a great asset to the Board of Directors for the agency. Please accept this letter as an official request for your City's appointment(s) for next year's Board of Directors. The deadline for submission of your appointment is Friday, August 28, 2015.

Please submit the following information on your board appointment:

- Name of Representative/Alternative
- Elected position and/or job title,
- Personal Address & Social Security Number
- Contact information (phone number & email address)

Again thank you for your support. If you have any questions, please do not hesitate to contact me or Ms. Anita Jenny at your earliest convenience at (956) 581-9494, Extension 110.

Respectfully,

Dr. Manuel Ochoa

Manuel Ochoa, Ed. D.
Executive Director

REC'D
CC
JUL 27 2015
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

EQUAL HOUSING OPPORTUNITY

"Celebrating 40th Anniversary"
1974 - 2015

STATE OF TEXAS §

COUNTY OF HIDALGO §
CITY OF PHARR §

RESOLUTION
NO. R-2015-____

WHEREAS, The City of Pharr is a member of **AMIGOS DEL VALLE, INC.;** and

WHEREAS, The By-Laws of Amigos Del Valle, Inc., require each member entity to designate a Representative and an Alternate to its Board of Directors for fiscal year 2015-2016 (October 1, 2015 — September 30, 2016); and

WHEREAS, The Amigos Del Valle, Inc. amended By-Laws state that both the City's Representative and Alternate can be community representatives (elected officials, staff members, community volunteers) appointed by the Board of City Commissioners.

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

WHEREAS,_____is qualified to serve as the community representative to represent the City of Pharr and its residents on the Amigos Del Valle, Inc. Board of Directors.

WHEREAS,_____is qualified to serve as an Alternate to serve as the community alternate representative to attend meetings of the Board when the Representative is unable to attend; and

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of August, 2015.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

Pharr
Police Department

Pharr
All-America City
2006

AGENDA ITEM REQUEST

MEETING DATE: July 28, 2015

INITIATED BY: Ruben Villescas DEPARTMENT: Police

AGENDA ITEM: Resolution for authorization to approve a Policing Agreement between the P-SJ-A Independent School District and the City of Pharr to continue the "School Resource Officer Program" for 2015-2016

PARTY MAKING THE REQUEST: Chief Ruben Villescas

NATURE OF THE REQUEST: Resolution for authorization to approve a Policing Agreement between the P-SJ-A Independent School District and the City of Pharr

BUDGET:

EXPENDITURE REQUIRED: $130,146.72 (Reimbursed by PSJA on a monthly basis)

CURRENT BUDGET: $

ADDITIONAL FUNDING: $

REC'D
CC
JUL 28 2015
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

ROUTING:

LEGAL: DATE:

FINANCE/PURCHASING: DATE:

APPROVAL:

DEPT. HEAD: DATE: 7-28-2015

ASSISTANT CITY MANAGER: DATE:

CITY MANAGER: DATE: 7/28/15

STAFF RECOMMENDATION:

Pharr
Police Department

Pharr
All-America City
2006

MEMORANDUM

DATE: July 28, 2015

TO: Juan Guerra, Interim City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT: Resolution for authorization to approve a Policing Agreement between the P-SJ-A Independent School District and the City of Pharr to continue the "School Resource Officer Program" for 2015-2016

Background:

This request was forwarded to the city manager for consideration by the city commission.

This resolution is requested to obtain authorization from the City Council so that the Mayor may sign an agreement with the PSJA School District. This agreement will allow us to continue to participate in the "Pharr Police/PSJA ISD School Resource Officer Program", during the 2015-2016 school year. The Pharr Police/PSJA ISD School Resource Officer Program is a very successful program that has been in existence for the past (17) years. Originally the program was requested by the City of Pharr Police Department after experiencing a high volume of calls for service to the schools depleting the officers available to answer calls elsewhere in the city. We introduced the program requesting the school district to pay salaries for officers to be assigned to the schools thus alleviating our depleted manpower.

The program requires an agreement between the City of Pharr and the PSJA school district that places (1) Pharr Police officers at PSJA North High School, (1) at Buell Central High School, (1) Southwest High School located within the City of Pharr. The school district reimburses the City of Pharr $246.49 per day per officer for each day the officers work at one of the program schools. Our officers work as school resource officers for 176 school days for 8.25 hours per day, under this agreement. The total amount reimbursed by the school district per officer will be a rate of not less than $44,368.20 per school year. The remainder of the year, School Resource Officers will be assigned to regular patrol duties and be compensated by the City of Pharr.

Only City of Pharr Police Officers will be assigned to work schools located within the City of Pharr. The officer's duties are basically the same as any Pharr police officer but assigned to a particular school. They are referred as "school resource officers". This program allows the Pharr Police Department to reduce our calls for service, our response time to the schools,

educational programs presented to students and engage in problem solving with school educators to address law enforcement concerns within the school. The SRO program is a joint operation by the Alamo Police Department, San Juan Police Department and Pharr Police Department working with the P.S.J.A. school district to create safer learning environments for our young citizens. If authorized, the Pharr Police Department though the Office of Chief of Police will administer the "School Resource Officer Program".

Discussion:

The program director (Chief Ruben Villescas) will implement the program and be responsible for its operation. The program will be utilized during school hours Monday thru Friday. The school resource officers will be required to assist school administrators in areas of conflict resolution training, criminal enforcement, prevent crime, and provide counseling services when appropriate among other duties. If authorized, the program will be scheduled to be in effect upon the beginning of the school year. This agreement requires a resolution to authorize the City Mayor, Ambrosio Hernandez, to sign our agreement and enter into a contact with the PSJA school district.

Recommendation:

Based on the foregoing discussion, I hereby recommend that the city commission pass this resolution.

State of Texas **Resolution No. R-2015-___**

County of Hidalgo **City of Pharr**

Whereas, the City of Pharr authorizes Mayor Ambrosio Hernandez to sign an agreement with the PSJA school district, "School Resource Officer Program". Said agreement will be for the participation of the Pharr Police Department in the aforementioned program;

Whereas, The City of Pharr acting through the Office of Chief of Police, School Resource Officer program will work with the P.S.J.A. school district to provide school resource officers at the high schools and middle schools located in the City of Pharr;

Whereas, the City of Pharr authorizes its Finance Director to request reimbursements for salaries and fringe benefit costs accumulated by said school resource officers as per this agreement pursuant the School resource Officer Program;

Now, therefore, be it resolved by the board of commissioners of the City of Pharr, Texas:

That the Mayor of the City of Pharr, Texas, is hereby authorized to execute an agreement to provide for the implementation of said program.

The city finance director or the city police chief is hereby authorized to execute requests for reimbursement of salaries and fringe benefits incurred by the said Pharr Police Department school resource officers as per this contract.

Approved and adopted by the board of commissioners of the City of Pharr, Texas on this the 4th day of August, 2015, ad.

City of Pharr

_____

Ambrosio "Amos" Hernandez, Mayor

Attest:

_____

Hilda Pedraza, City Clerk

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 4 th day of August , 2015, ad.

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __4th_____ day of __August_____, 2015, ad.

City of Pharr

_____

Hilda Pedraza, City Clerk

Policing Agreement Between
Pharr-San Juan-Alamo Independent School District and City of Pharr

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA school and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan-Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers, it is hereby agreed that the City will station one (1) full time certified police officer at the Pharr-San Juan-Alamo North High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Southwest High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Buell Central High School Campus.

The salary for said police officers is to be reimbursed to Pharr by the District as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND OFFICERS

1. The City shall ensure that the police officers conduct in a professional and courteous manner at all times;

2. The City shall ensure that the police officers assigned to District campuses set herein shall abide by the laws of the State of Texas and the ordinance of the City of Pharr, Texas;

3. The officers will not be required to perform any ministerial, administrative, or other duties for District or other school officials.

4. In consultation with the principal or designee, the officers shall act and conduct activities pursuant to the four major responsibilities of School Resource Officers (SRO's):

Deterrence: Through an active presence and positive relationship between school staff, students, parents, and community members, the SRO deters school disruption and violence and promotes improved community and police relations.

Instruction: The SRO will teach law enforcement related topics at the request of the school administration. The SRO may teach the following on a regular basis. The list is not intended to be all inclusive list of subjects covered by the SRO.

a. Justification of rules of the law
b. Consequences of Crime
c. Juvenile and Adult criminal justice systems
d. Career opportunities in law enforcement
e. Substance abuse prevention
f. Violence and crime prevention

Advice/Mentoring: The SRO serves as an advisor about legal matters and as a resource on community service agencies to students, staff, parents, and community members and as a mentor to students.

Law Enforcement: The SRO shall enforce all federal and state laws in coordination with school administrators while protecting the safety of people and property.

5. The City will ensure that a uniformed police officer will be on each campus (1) at PSJA North H.S., (1) at the PSJA Southwest H.S., (1) at the PSJA Buell Central High School,

6. The Police Department agrees and understands the police officers will perform all SRO duties and responsibilities in coordination and consultation with the principal or designee.

7. The police officer shall report to the Police Department Shift Supervisor and receive all orders from him/her. Any such orders in contradiction to the District Safety Director or appropriate campus principal shall be conservatively followed in a manner that can easily be reconciled later as provided herein in "Resolution of Disputes".

8. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted; and

9. The police officer will perform any other police duties which the City and District mutually deem necessary to effectuate a safe school environment.

10. The Police Department agrees to accept the goals, objectives, role, and responsibilities of police officers as described and specified in the **School Resource Officer Program Guide** as reviewed and approved by the Police Department.

11. The Police Department agrees to select the participating police officers in accordance to the SRO qualifications specified by the School District.

B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO ISD:

1. The District will reimburse the City for the police officer's salary at a rate of but not less than $44,368.20 for each officer per year until the end of the school year on May 27, 2016. This amount shall be earned on a per day basis, at the rate of $ 246.49 per day, not to exceed 176 instructional (school) days (for the total of $130,146.72). The normal work day will consist of eight (8.25) hours that will be determined by both Police Administrators and respective campus principals as per the needs of the individual campuses set out herein;

2. Reimbursement will be paid on the monthly basis to the City, provided that, a timesheet signed by the principal, chief of police and officer is submitted;

3. The District will provide each City police officer with an office space where each is to be stationed.

4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said City police officers;

5. The District agrees and understands that the police officers will at all times be under the direction and control of the Police Department.

6. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted.

7. The District agrees to set the scope and duty of the police officers within the parameters of the School Resource Officer Program as described and specified in the District's School Resource Officer Program Guide that is reviewed, revised, and approved by the School District and Police Department.

8. In consultation with the Police Department, the District agrees to assign selected police officers to schools according to the police officer's strength and school needs.

9. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action in- consistent with this position.

C. ADDITIONAL DUTIES

Any additional duties required of the police officers shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the police officers after the normal business day.

D. RESOLUTIONS OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolution should be approved by the City Manager and Superintendent of Schools. If the resolution involves city ordinance, city council policy or directives, school board directives, the resolution shall be submitted to the District's Board of Trustees and the City Council for approval.

E. PERIODIC CONFERENCES

The City and the District agree to have periodic Conferences to allow input from both parties regarding the program. All conferences will be attended by Superintendent or his designee, Pharr-San Juan-Alamo North High School principal and/or designee, Pharr-San Juan-Alamo Southwest High School principal and/or designee, Pharr-San Juan-Alamo Buell Central High School principal and/or designee representation from the City's Mayor, Mayor-Pro-Tem, and Alternative Mayor Pro-Tem, City Manager, Chief of Police, or other authorized representatives.

F. TERMINATION OF CONTRACT

This contract will commence on August 24, 2015 and terminate on May 27, 2016 or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

G. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

H. MODIFICATION OF CONRACT

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

I. DEFAULT

If either party should default (the "Defaulting Party") with respect to and of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damage and/or specific performance for such default. A subsequent determination by the court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement. This section of the contract is limited to what is permitted by law.

SIGNED on this the: _____ day of _____, 2015

_____

Jesus "Jesse" Vela Jr
President, PSJA Board of Trustees

_____

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas

Pharr
Police Department

Pharr
All-America City
2006

AGENDA ITEM REQUEST

REC'D
CC
JUL 28 2015
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

MEETING DATE: July 28, 2015

INITIATED BY: Ruben Villescas DEPARTMENT: Police

AGENDA ITEM: Authorization for Resolution for a K9 Policing Agreement between the P-SJ-A Independent School District and the City of Pharr under the "School Resource Officer Program" for 2015-2016

PARTY MAKING THE REQUEST: Chief Ruben Villescas

NATURE OF THE REQUEST: Authorization for Resolution for a K9 Policing Agreement between the P-SJ-A Independent School District and the City of Pharr

BUDGET:

EXPENDITURE REQUIRED: $18,600.00 (Reimbursed by PSJA ISD on a monthly basis)

CURRENT BUDGET: $

ADDITIONAL FUNDING: $

ROUTING:

LEGAL: DATE:

FINANCE/PURCHASING: DATE:

APPROVAL:

DEPT. HEAD: DATE: 7-28-2015

ASSISTANT CITY MANAGER: DATE:

CITY MANAGER: DATE: 7/28/15

STAFF RECOMMENDATION:

Pharr
Police Department

Pharr
All-America City
2006

MEMORANDUM

DATE: July 28, 2015

TO: Juan Guerra, Interim City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT: Authorization for Resolution for a K9 Policing Agreement between the P-SJ-A Independent School District and the City of Pharr under the "School Resource Officer Program" for 2015-2016

Background:

Since the 2008-2009 P-SJ-A ISD (PSJA) school year the City of Pharr and PSJA entered into a K9 policing agreement in which the a Pharr police officer and K9 would provide services at PSJA campuses. This initiative was introduced in our respected efforts of keeping drugs out of the school campuses.

Discussion:

The PSJA ISD is requesting the continuation of the K9 policing agreement as in the 2015-2016 school year policing agreement that would provide a reimbursement to the City of Pharr of $50.00 for every hour of service. The city would be reimbursed at $50.00 a hour to recover overtime that included fringe benefits for an amount not to exceed $18,600.00. The city would be reimbursed at $50.00 a hour to recover overtime that included fringe benefits for an amount not to exceed $18,600.00. Both PSJA and the City of Pharr would then spend time further evaluating and assessing the K9 program for the upcoming school year.

Recommendation:

Based on the foregoing discussion, I hereby recommend that the city commission pass this resolution.

State of Texas **Resolution No.R-2015-__**
County of Hidalgo
City of Pharr

Whereas, the City of Pharr authorizes Mayor Ambrosio Hernandez to sign an agreement with the PSJA school district, "School Resource Officer Program". Said agreement will be for the participation of the Pharr Police Department in the K9 program;

Whereas, The City of Pharr acting through the Office of Chief of Police, School Resource Officer program will work with the P.S.J.A. school district to K9 Narcotic team at the P.S.J.A. ISD schools;

Whereas, the City of Pharr authorizes its Chief Finance Director to request reimbursements for salaries and fringe benefit costs accumulated by said K9 officers as per this agreement pursuant the School Resource Officer Program;

Now, therefore, be it resolved by the board of commissioners of the City of Pharr, Texas:

That the Mayor Ambrosio Hernandez of the City of Pharr, Texas, is hereby authorized to execute an agreement to provide for the implementation of said program.

The city finance director or the police chief are hereby authorized to execute requests for reimbursement of salaries and fringe benefits incurred by the said Pharr Police Department school resource officers as per this contract.

Approved and adopted by the board of commissioners of the City of Pharr, Texas on this the 4th day of August, 2015, ad.

City of Pharr

_____
Ambrosio "Amos" Hernandez, Mayor

Attest:

_____
Hilda Pedraza, City Clerk

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 4th day of August , 2015, ad.

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _4th_____ day of __August____, 2015, ad.

City of Pharr

_____

Hilda Pedraza, City Clerk

POLICING AGREEMENT BETWEEN
PHARR-SANJUAN-ALAMO INDEPENDENT SCHOOL DISTRICT
and CITY OF PHARR

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain a safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA schools and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interests in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide K9 policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified peace officers who are K9 handlers and certified narcotic sniffing dogs, it is hereby agreed that the City will have one (1) full time certified police K9 officers and narcotic sniffing dogs on standby for the Pharr-San Juan-Alamo Independent School District High Schools and Middle Schools.

The salary for said officers is to be reimbursed to Pharr by the District. As set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND OFFICERS

1. The City shall ensure that the officers conduct themselves in a professional and courteous manner at all times;

2. The City shall ensure that the K9 Teams called out to District campuses set out herein shall abide by the laws of the State of Texas;

3. The K9 Teams will not be required to perform any ministerial, administrative, or other duties for District or other school officials;

4. The K9 Teams will not perform the duties of any District security guards and will not enforce any school rules or policies which are not criminal in nature;

5. The K9 Teams when called out shall report to the campus requesting their services and report to a school administrator for assignments to be completed.

6. The K9 Teams will conduct the searches required and inform school administrator of any narcotic alerts.

7. If a narcotic alert is made, school personnel will have the option to handle said case administratively or refer it to the police agency that has jurisdiction over the school for a criminal case.

8. If a criminal case is derived on a campus located in the City of San Juan or the City of Alamo, Pharr Police K9 Teams will not conduct criminal investigations in these two cities. The respective police agency will have jurisdiction.

9. If a criminal case is derived on a campus located in the City of Pharr, the Pharr Police Department will handle the criminal case.

10. The K9 Teams will not conduct searches of persons to include students, parents, teachers, and administrators. Searches will only be done on parking lots, vehicles, empty rooms, lockers, and articles.

B. RESPONSIBLITIES OF THE P-SJ-A SCHOOL DISTRICT:

1. The District will reimburse the City for the K9 Team's salary at rate of no less than $50.00 an hour for each hour that the K9 Team is used not to exceed $18,600. This agreement will cover the school year until the end of the school year on May 27th, 2016. This amount shall be earned on an hourly basis, not to exceed 176 instructional (school) days. The normal work day will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein;

2. Reimbursement will be paid on a monthly basis to the City, provided that a timesheet signed by the principal, chief of police, and officer is submitted;

3. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said K9 Teams;

4. The District will provide space for the K9 Teams so the K9 Officer can groom and care for the narcotic dog while the animal is resting during searches. Said room will be used to keep the narcotic dog away from persons to ensure the safety of the animal and people.

5. The District agrees and understands that the K9 Teams will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers; and

C. ADDITIONAL DUTIES

Any additional duties required of the K9 Teams shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the K9 Teams after the normal business day.

D. RESOLUTION OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolutions should be approved by the District's Board of Trustees and City's Board of Commissioners.

E. PERIODIC CONFERENCES

The City and the District agree to have periodic Conferences to allow input from both parties regarding the program. All conferences may be attended by the Superintendent or his designee, High School and Middle School principals or designee.

F. TERMINATION OF CONTRACT

This contract will commence on August 24, 2015 and terminate on May 27, 2016 or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

G. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

H. MODIFICATIONOF AGREEMENT

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

I. DEFAULT

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the: _____ of day of _____. 2015.

Jesus "Jesse" Vela	Ambrosio "Amos" Hernandez
President, PSJA Board of Trustees	Mayor, City of Pharr, Texas

Pharr
Police Department

Pharr
All-America City
2006

AGENDA ITEM REQUEST

MEETING DATE: July 28, 2015

INITIATED BY: Ruben Villescas DEPARTMENT: Police

AGENDA ITEM: Resolution for authorization to enter a Policing Agreement between the Valley View Independent School District and the City of Pharr to continue the "School Resource Officer Program" for School Year 2015-2016

PARTY MAKING THE REQUEST: Chief Ruben Villescas

NATURE OF THE REQUEST: Resolution for authorization to enter a Policing Agreement between the Valley View Independent School District and the City of Pharr

BUDGET:

EXPENDITURE REQUIRED: $43,628.73 (Reimbursed by Valley View ISD on a monthly basis)

CURRENT BUDGET: $

ADDITIONAL FUNDING: $

JUL 28 2015
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: 7-28-2015

ASSISTANT CITY MANAGER: _____ DATE: _____

CITY MANAGER: _____ DATE: 7/28/15

STAFF RECOMMENDATION: _____

Pharr
Police Department

Pharr
All-America City
2006

MEMORANDUM

DATE: July 28, 2015

TO: Juan Guerra, Interim City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT: Resolution for authorization to enter a Policing Agreement between the Valley View Independent School District and the City of Pharr to continue the "School Resource Officer Program" for School Year 2015-2016

Background:

This request was forwarded to the city manager for consideration by the city commission.

This resolution is requested to obtain authorization from the City Council so that the City Manager may sign an agreement with the Valley View School District. This agreement will allow us to continue to participate in the "Pharr Police/Valley View ISD School Resource Officer Program", during the 2015-2016 school year. The Pharr Police/Valley View ISD School Resource Officer Program is a very successful program that has been in existence for the past (8) years. Originally the program was requested by the school district as they also have a similar program with the Hidalgo Police Department for schools located in their jurisdiction.

The program requires an agreement between the City of Pharr and the Valley View school district that places a Pharr Police officer at Valley View Middle School located within the City of Pharr. The school district reimburses the City of Pharr $246.49 per day per officer for each day the officers work at one of the program schools. Our officers work as school resource officers for 177 school days for 8.25 hours per day, under this agreement. The total amount reimbursed by the school district per officer will be a rate of not less than $43,628.73 per school year. The remainder of the year, the School Resource Officer will be assigned to regular patrol duties and be compensated by the City of Pharr.

Only City of Pharr Police Officers will be assigned to work schools located within the City of Pharr. The officer's duties are basically the same as any Pharr police officer but assigned to a particular school. They are referred as "school resource officers". This program allows the Pharr Police Department to reduce our calls for service, our response time to the schools, educational programs presented to students and engage in problem solving with school educators to address law enforcement concerns within the school. The SRO program is a joint operation

by the Pharr Police Department working with the Valley View school district to create safer learning environments for our young citizens. If authorized, the Pharr Police Department though the Office of Chief of Police will administer the "School Resource Officer Program".

Discussion:

The program director (Chief Ruben Villescas) will implement the program and be responsible for its operation. The program will be utilized during school hours Monday thru Friday. The school resource officers will be required to assist school administrators in areas of conflict resolution training, criminal enforcement, prevent crime, and provide counseling services when appropriate among other duties. If authorized, the program will be scheduled to be in effect upon the beginning of the school year. This agreement requires a resolution to authorize the City Mayor, Ambrosio Hernandez, to sign our agreement and enter into a contact with the Valley View school district.

Recommendation:

Based on the foregoing discussion, I hereby recommend that the city commission pass this resolution.

State of Texas **Resolution No.R-2015-____**

County of Hidalgo **City of Pharr**

Whereas, the City of Pharr authorizes Mayor Ambrosio Hernandez to sign an agreement with the Valley View school district, "School Resource Officer Program". Said agreement will be for the participation of the Pharr Police Department in the aforementioned program;

Whereas, The City of Pharr acting through the Office of Chief of Police, School Resource Officer program will work with the Valley View school district to provide school resource officers at the high schools and middle schools located in the City of Pharr;

Whereas, the City of Pharr authorizes its Finance Director to request reimbursements for salaries and fringe benefit costs accumulated by said school resource officers as per this agreement pursuant the School resource Officer Program;

Now, therefore, be it resolved by the board of commissioners of the City of Pharr, Texas:

That the Mayor of the City of Pharr, Texas, is hereby authorized to execute an agreement to provide for the implementation of said program.

The city finance director or the city police chief is hereby authorized to execute requests for reimbursement of salaries and fringe benefits incurred by the said Pharr Police Department school resource officers as per this contract.

Approved and adopted by the board of commissioners of the City of Pharr, Texas on this the 4th day of August, 2015, ad.

City of Pharr

_____

Ambrosio "Amos" Hernandez, Mayor

Attest:

_____

Hilda Pedraza, City Clerk

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 4 th day of August , 2015, ad.

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __4th_____ day of __August_____, 2015, ad.

City of Pharr

_____

Hilda Pedraza, City Clerk

POLICING AGREEMENT BETWEEN
VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
and CITY OF PHARR

WHEREAS, the Valley View Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Valley View Independent School District and the City of Pharr have worked in the past in providing a suitable environment in Valley View schools and other venues;

WHEREAS, the Valley View Independent School District and the City of Pharr have common interests in providing for a positive way of life without interference from third parties;

WHEREAS, the Valley View Independent School District and the City of Pharr, desire that the City of Pharr provide policing in Valley View School and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Valley View (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified peace officer, it is hereby agreed that the City will station (1) full time certified police officer on the Valley View Jr. High School Campus.

The salary for said officer is to be reimbursed to Pharr by the District. as set forth herein below.

A. RESPONSIBILITIES OF THE CITY OF PHARR AND OFFICERS

1. The City shall ensure that the officers conduct themselves in a professional and courteous manner at all times;

2. The City shall ensure that the officers assigned to District campuses set out herein shall abide by the laws of the State of Texas the ordinances of the City of Pharr, Texas;

3. The Officers will not be required to perform any ministerial, administrative, or other duties for District or other school officials;

4. The Officers will take reports, issue citations, make arrests, if necessary, and handle any City of Pharr Police Department investigations stemming from the District's activities at campuses set out herein;

5. The City will ensure that a uniformed officer will be on each campus continuously through out a normal instructional (school) day for the period of this agreement;

6. The Officers will not perform the duties of any District security guards and will not enforce any school rules or policies are not criminal in nature;

7. The Officer shall report to the Pharr Police Department Shift Supervisor and receive all orders from him/her;

8. Any normal instructional (school) day where an officer does not report to the campus will not qualify for reimbursement unless a replacement officer report to the campus and a

timesheet signed by the principal, chief of police, and officer is submitted; and

9. The Officers will perform any other police duties which the City deems necessary to effectuate a safe school environment.

B. RESPONSIBLITIES OF THE VALLEY VIEW SCHOOL DISTRICT:

1. The District will reimburse the City for the officer's salary at rate of not less than $ 43,628.73 for each officer per year until the end of the school year on May 31, 2016. This amount shall be earned on a per day basis, at the rate of $246.49 per day, not to exceed 177 instructional (school) days. The normal work day will consist of eight (8.25) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein;

2. Reimbursement will be paid on a monthly basis to the City, provided that. a timesheet signed by the principal, chief of police and officer is submitted;

3. The District will provide each City officer with office space whom each is to be stationed;

4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said City officers;

5. The District agrees and understands that the officers will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers; and

7. Any normal instructional (school) day where an officer does not report tot he campus will not qualify for reimbursement unless a replacement officer reports to the campus and a timesheet signed by the principal, chief of police, and officer is submitted.

C. ADDITIONAL DUTIES

Any additional duties required of the Officers shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the Officers after the normal business day.

D. RESOLUTION OF DISPUTES

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolutions should be approved by the District's Board of Trustees and City's Board of Commissioners.

E. PERIODIC CONFERENCES

Because this program is new to both parties, the City and the District agree to have periodic conferences to allow input from both parties regarding the program. All conferences will be attended by the Superintendent or his designee, Valley View Jr. High School principal or designee, and representation from the City's Mayor, Mayor-Pro-Tem, Alternate Mayor Pro.Tem, or other authorized representative.

F. TERMINATION OF CONTRACT

This contract will commence on August 24, 2015 and terminate on May 31, 2016 or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

G. RENEWAL OF CONTRACT

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

H. MODIFICATION OF AGREEMENT

This document constitutes the entire agreement between the City of Pharr, Texas and Valley View Independent School District an may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

I. DEFAULT

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the: _____ of day of _____. 2015.

_____
Francisco Jimenez
President, Valley View Board of Trustees

_____
Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas

Pharr

AGENDA ITEM REQUEST

MEETING DATE: 8/4/2015

INITIATED BY: Melanie Cano DEPARTMENT: Development Services

AGENDA ITEM:

PARTY MAKING THE REQUEST: Development Services Department

NATURE OF THE REQUEST: Request to appoint a new member to the Board of Adjustments.

BUDGET:

EXPENDITURE REQUIRED: $0

CURRENT BUDGET: $0

ADDITIONAL FUNDING: $0

ROUTING:

LEGAL: DATE:

FINANCE/PURCHASING: DATE:

APPROVAL:

DEPT. HEAD: DATE: 7/30/15

ASSISTANT CITY MANAGER: DATE:

CITY MANAGER: DATE: 7/30/15

STAFF RECOMMENDATION: Staff recommends the appointment of a new member.

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: July 29, 2015

TO: MAYOR AND CITY COMMISSION

FROM: EDWARD WYLIE, DIRECTOR

THROUGH: JUAN GUERRA, INTERIM CITY MANAGER

SUBJECT: APPOINTMENT TO BOARD OF ADJUSTMENT

Due to the resignation of Romeo Cuellar, the appointment of one (1) regular member is needed at this time to the Board of Adjustments.

Attached please find a resolution for your consideration.

Thank you.

P/AdminExec/BOA/Memo to CC for reappointment

THE STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { } **RESOLUTION NO.R-2015-_____**

WHEREAS, the Board of Commissioners shall appoint a Board of Adjustments composed of five (5) regular members and two (2) two alternate members who shall be residents of the City of Pharr, Texas; and

WHEREAS, Romeo Cuellar has resigned as member of the Board of Adjustment; and

WHEREAS, re-appointment/appointment of the one (1) regular member needs to be made at this time in accordance with City Charter Article IV Section 7.

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

The following residents of the City of Pharr are hereby appointed members of the Board of Adjustments:

NAME: **LENGTH OF TERM**

1.

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE _____ DAY OF _____, 2015.

CITY OF PHARR

_____

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST

_____

HILDA PEDRAZA, CITY CLERK

Pharr Administration

interoffice
MEMORANDUM

To: Mayor and City Commission

From: Imelda Barrera, Assistant City Clerk IB.

Subject: **Agenda Item – Consultation with the Board of Commissioners on pending Personnel Action Forms**

Date: July 30, 2015

No backup is needed for this item.

Thank you.

Pharr
Administration

interoffice
MEMORANDUM

To: Mayor and City Commission

From: Imelda Barrera, Assistant City Clerk IB.

Subject: **Agenda Item – Consultation with the Board of Commissioners on review of the city organization structure.**

Date: July 30, 2015

No backup is needed for this item.

Thank you.

Pharr Engineering

Memorandum

To: Juan Guerra – Interim City Manager

From: William F. Ueckert Jr., P.E. - City Engineer

Date: July 29, 2015

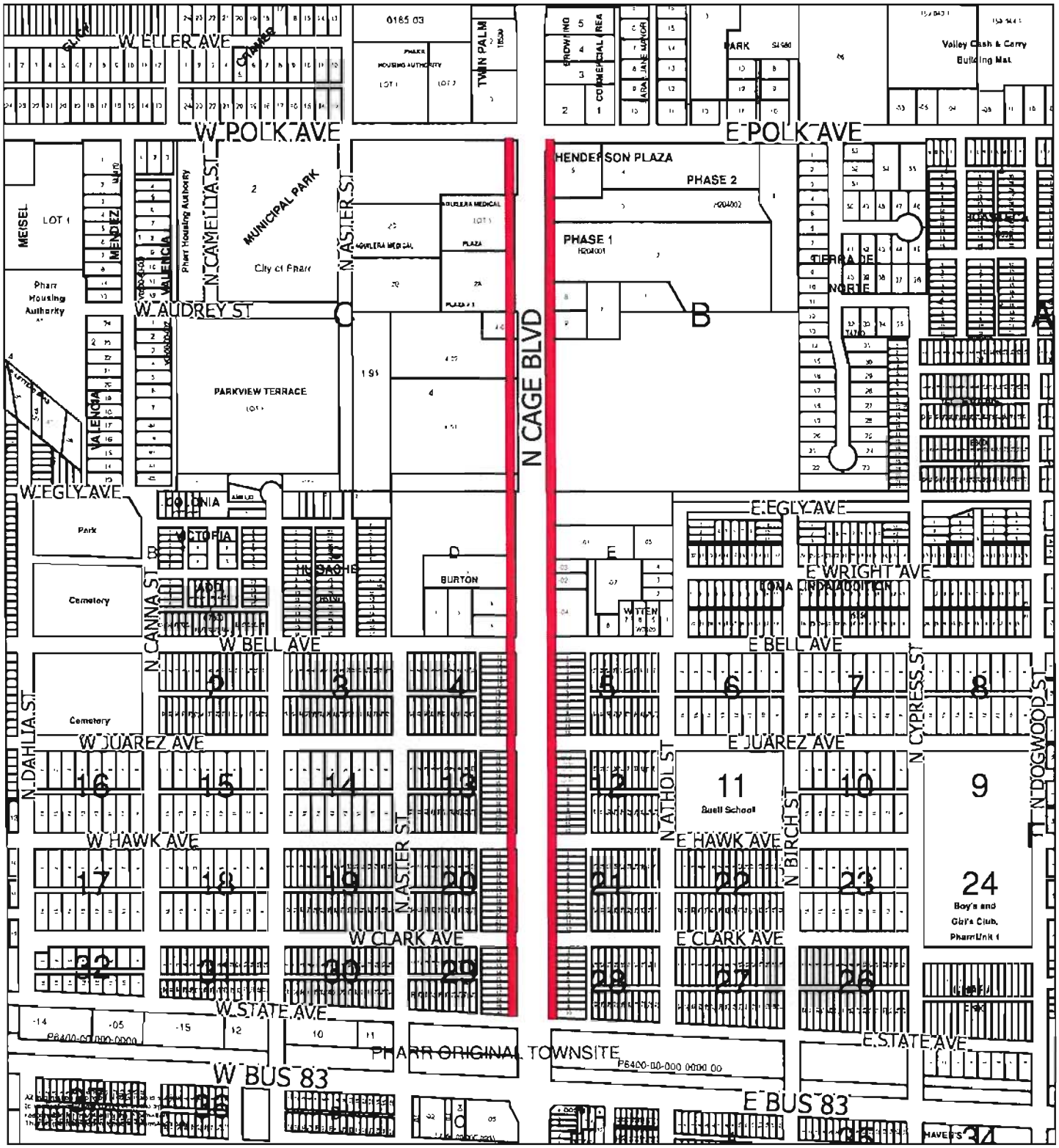
Re: **Agenda Item -Discussion and possible action, if any, on authorizing Interim - City Manager to negotiate contract with SAMES Engineering for the preparation of plans for downtown street light project from US Business 83 to Polk Avenue.**

Juan:

TxDOT has requested plans for the placement of the Downtown Street Project. As you are aware Lumitec will be installing the lights but they have no plans to present to TxDOT. Therefore, the city will need to proceed to develop plans for TxDOT to review.

City of Pharr

Downtown Street Light Project

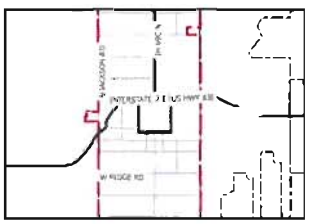


Pharr City Limit

City of Pharr, Texas
Engineering Department
956 402.4242

Scale: 1 inch = 500 feet

0 250 500 1,000 1,500 2,000 Feet



Pharr
Administration

interoffice
MEMORANDUM

To: Mayor and City Commission

From: Imelda Barrera, Assistant City Clerk IB.

Subject: **Agenda Item – Appointment of City Manager**

Date: July 31, 2015

No backup is needed for this item.

Thank you.

REC'D
CC

JUL 28 2015
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

Pharr

AGENDA ITEM REQUEST

MEETING DATE: 8/4/2015

INITIATED BY: Finance Dept. /Karla Moya DEPARTMENT: Finance Dept.

AGENDA ITEM: To select Professional Audit Services for FY ending in 14-15

PARTY MAKING THE REQUEST: Karla Moya-Interim Finance Director

NATURE OF THE REQUEST:

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

ROUTING:

LEGAL: DATE:

FINANCE/PURCHASING: Karla Moya DATE: 7/28/15

APPROVAL:

DEPT. HEAD: DATE:

ASSISTANT CITY MANAGER: DATE:

CITY MANAGER: DATE: 7/30/15

STAFF RECOMMENDATION:

To approve selection or Proposals for Professional Audit Services for FY 14.15

Pharr
Finance Department

RFP TABULATION

Contract. FY 2014-2015-Auditing Services
Date & Time of RFP Opening: July 23rd, 2015 @ 2:00 p.m.

Selection Criteria	Oscar R. Gonzalez, CPA & Associates, PPLC	BMC, LLP	
1 **Mandatory Elements**			
a Firm Independent and Texas Licensed	YES	YES	
b. Meet Conflict of Interest Requirement	YES	YES	
c. Firm adheres to RFP Instructions	YES	YES	
d Quality Control Review Submitted	YES	YES	
e. Liability Insurance	YES	YES	
f. Comparable audits performed	YES	YES	**
2 **Expertise and Experience**			
a. Past experience on comparable government engagements	YES	YES	**
Qualified personnel to perform services	YES	YES	
3 **Price**			
City of Pharr Audit	$ 36,300	$ 52,000	
City of Pharr Single Audit	8,000	7,000	
PEDC Audit	6,000	8,000	
Coverage Ratio Certification	1,000	Included	
Other	350	-	
	$ 51,650	$ 67,000	
4 **Audit Approach**			
Adequate Proposed Staff	YES	YES	
Adequate Sampling Techniques	YES	YES	
Adequate Analytical Procedures	YES	YES	
Adequate Compliance Procedures	YES	YES	

** **BMC, LLP** does not disclose any experience with another City only County and Drainage Districts

Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
Mayor Tony Martinez, Brownsville.....1st Vice-President
Mayor Celeste Sanchez, San Benito.....2nd Vice-President
Hon. Norma G. Garcia, Member-at-Large.....Secretary
Council Member Richard Molina, Edinburg.....Treasurer
Mayor Chris Boswell, Harlingen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio 'Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Victor Gonzalez, Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Ambrosio "Amos" Hernandez
Mayor, Pharr

Shay Cantu
Commissioner, San Juan

David Suarez
Mayor, Weslaco

Wanda F. Garza
South Texas College, McAllen

Stella E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

July 16, 2015

Pharr Fire Department
118 S Cage Blvd 3rd Floor
Pharr, TX 78577

RE: FY 16-17 LRGVDC PSAP INTERLOCAL AGREEMENT

Mr. Juan Guerra,

Attached you will find copies of the FY 16-17 LRGVDC PSAP Interlocal Agreement renewal. As required by the Commission on State Emergency Communications (CSEC), we must renew this agreement every two years to be in compliance with our 9-1-1 service agreement with them.

We must have all renewals executed no later than August 31, 2015 in order for CSEC to release our Start-up funding and not impact 9-1-1 service for your area. We need for the city to approve and sign pages 8 and 9 of this agreement to complete the renewal process.

Thank you for your immediate attention to this request, and please contact me or Sergio Castro at (956) 682-3481 should there be any questions on the agreement submitted.

REC'D_____
CC_____
JUL 20 2015
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

Sincerely,

Kenneth N. Jones, Jr.
Executive Director

cc: Mayor Ambrosio Hernandez

MAIN OFFICE * 301 W. Railroad St. * Weslaco, TX * 78596 * TEL: (956) 682-3481* FAX: (956) 631-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE: www.lrgvdc.org
PRINTED ON RECYCLED PAPER

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **City of Pharr - Fire Department** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Pharr Fire Department** PSAP(s) located at **118 S Cage Blvd 3rd Floor Pharr, TX 78577**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for the **City of Pharr**; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements **(please refer to Attachment G: Site Requirements)**.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **City of Pharr** and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Lower Rio Grande Valley Development Council
Attn: 9-1-1 Department
301 W. Railroad St.
Weslaco, TX 78596

The Local Government's address is:

Pharr Fire Department
118 S Cage Blvd 3rd Floor
Pharr, TX 78577

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2015 and shall terminate on August 31, 2017.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Lower Rio Grande Valley Development Council

By:_____

Printed Name: Kenneth N Jones, Jr.

Title: Executive Director

Date:_____

City of Pharr

By:_____

Printed Name:_____

Title:_____

Date:_____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Pharr Fire**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council	**City of Pharr**
By:	By:
Printed Name: Kenneth N. Jones Jr.	Printed Name:
Title: Executive Director	Title:
Date:	Date:

Attachment B
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Lower Rio Grande Valley Development Council** (RPC) and _____ (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 — Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;

ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)

ii. Printers

iii. Recorders (as funding allows)

Section 2.0 — Program Deliverables;

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1 @wscicom.com.

Attachment C
Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C
Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C
Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: http://www.csec.texas.gov and http://www.csec.texas.gov/statutes

2. CSEC Rules: http://www.csec.texas.gov

3. CSEC Program Policy Statements:
   http://www.csec.texas.gov/program-policy-statements/9-1-1-program

Attachment F
Acronyms

LRGVDC - Lower Rio Grande Valley Development Council
CSEC - Commission on State Emergency Communications
APCO - Association of Public-Safety Communications Officials
NENA - National Emergency Number Association
RPC - Regional Planning Commissions
PPS - Program Policy Statements
UGMS - Uniform Grant Management Systems
TCLEOSE — Texas Commission on Law Enforcement Officers Standards & Education
PSAP - Public Safety Answering Point
ADA - Americans with Disabilities Act of 1990
TDD - Telecommunications Device for the Deaf
TTY - Teletypewriter
UPS - Uninterruptible Power Supply
CPE - Customer Premise Equipment
ANI - Automatic Number Identification
ALI - Automatic Location Identification
GPS - Global Positioning System
GIS - Geographic Information System
RTX - Re-transmit / Re-bid
MSAG - Master Street Address Guide
DBMS - Database Management System
NRF - No Record Found
TNCR - Telephone Number Change Request
EMS - Emergency Management System

Attachment G
SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.
2.2.4 A 3/4 inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

Attachment G
SITE REQUIREMENTS (continued)

2.3. Structural Requirements and Guidelines

2.3.1The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G
Site Requirements (continued)

2.6 Acoustics

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

2.9. Grounding & Bonding information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits. etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

a. Dedicated grounding conductor extended from the site's earth electrode system
b. Building structural steel. provided it is bonded to the site's earth electrode system
c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
d. Metallic conduit, raceway or panel containing service conductors
e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
f. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing feeder conductors
g. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps. etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
b. The feeder breaker shall be designated "9-1-1 Panel"

Attachment G
Site Requirements (continued)

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

a. Operator positions (both telephone sets and displays)
b. ANI and ALI controllers
c. ALI link modems and Network interfaces
d. Telephone common equipment
e. TDD/TTY devices
f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

Attachment G
Site Requirements (continued)

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

a. From the 9-1-1 equipment location to the room in which the attendants are located.
b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

Attachment H
PSAP Equipment Inventory (provided by RPC)

PHARR FD						
TAG # (BLUE)	SERIAL OR PART #	NEW TAG	NEW SERIAL	DESCRIPTION	NEW DESCRIPTION	PRICE
MC3288	SG8111901687			MONITOR	POS1 PHARR FD	$ 877.91
MC3289	2UA12107ZM			COMPUTER	POS1 PHARR FD	$ 2,084.88
		MC4500	BJ171T000S	UPS		$ 8,221.79
4790	CN727SE41X			PROCURVE		$ 589.00
4791	CN727SE3PA			PROCURVE		$ 589.00
		MC3953	CNDF230781	PRINTER HP		$ 400.00
MC3292	USE106N89K				AUX PHARR FD	$ 2,557.50
4793	FTX1208YOOT			CISCO 1841		$ 159.95
4794	DT0411496			MP 118		$ 525.99
MC3290	SG112001856			MONITOR	POS2 PHARR FD	$ 877.91
MC3291	2UA12307MT			COMPUTER	POS2 PHARR FD	$ 2,084.88
MC4198	31093201348			TTY		$ 450.00
MC4199				SNOM PHONE		$ 179.00
MC2746				2 POST RACK		

Attachment I
PSAP Insurance (provided by local government)

Pharr
Police Department

CD
CC
JUL 29 2015
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

Pharr
All-America City
2006

AGENDA ITEM REQUEST

MEETING DATE: July 29, 2015

INITIATED BY: Ruben Villescas **DEPARTMENT:** Police

AGENDA ITEM: Consideration and action, if any, on Interlocal Agreement between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Pharr for E9 -1 - 1 Public Safety Answering Point Services (PSAP).

PARTY MAKING THE REQUEST: Chief Ruben Villescas

NATURE OF THE REQUEST: Consideration and action, if any, on interlocal agreement between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Pharr for E9 -1 - 1 Public Safety Answering Point Services (PSAP).

BUDGET:

EXPENDITURE REQUIRED: $None (funded thru CSEC grants)

CURRENT BUDGET: $

ADDITIONAL FUNDING: $

ROUTING:

LEGAL: _____ **DATE:** _____

FINANCE/PURCHASING: _____ **DATE:** _____

APPROVAL:

DEPT. HEAD: _____ **DATE:** 7-29-2015

ASSISTANT CITY MANAGER: _____ **DATE:** _____

CITY MANAGER: _____ **DATE:** 7/30/15

STAFF RECOMMENDATION: _____

Pharr
Police Department

Pharr
All-America City
2006

MEMORANDUM

DATE: July 29, 2015

TO: Juan Guerra, Interim City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT: Consideration and action, if any, on Interlocal Agreement between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Pharr for E9 -1 - 1 Public Safety Answering Point Services (PSAP).

Background/ Discussion:

This request was forwarded to the city manager for consideration by the city commission.

These agreements are renewed every (2) years and allows for the City of Pharr to continue utilizing Emergency 9-1-1 Public Safety Answering Point Services provided thru the LRGVDC and funded thru the Commission on State Emergency Communications grant funds.

Recommendation:

Based on the foregoing discussion, I hereby recommend that the city commission authorize Mayor Ambrosio " Amos" Hernandez to sign and enter this agreement.

Lower Rio Grande Valley Development Council

Mayor James E. Darling, McAllen.....President
Mayor Tony Martinez, Brownsville.....1st Vice-President
Mayor Celeste Sanchez, San Benito.....2nd Vice-President
Hon. Norma G. Garcia, Member-at-Large.....Secretary
Council Member Richard Molina, Edinburg.....Treasurer
Mayor Chris Boswell, Harlingen.....Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County

Aurelio 'Keter" Guerra
Judge, Willacy County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Victor Gonzalez, Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Ambrosio "Amos" Hernandez
Mayor, Pharr

Shay Cantu
Commissioner, San Juan

David Suarez
Mayor, Weslaco

Wanda F. Garza
South Texas College, McAllen

Stella E. Garcia, Ph. D
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy Navigation District

Steve Brewer
Member-at-Large

Mayor Pro-tem Eddy Gonzalez
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

July 16, 2015

Pharr Police Department
1900 S Cage Blvd
Pharr, TX 78577

RE: FY 16-17 LRGVDC PSAP INTERLOCAL AGREEMENT

Mr. Juan Guerra,

Attached you will find copies of the FY 16-17 LRGVDC PSAP Interlocal Agreement renewal. As required by the Commission on State Emergency Communications (CSEC), we must renew this agreement every two years to be in compliance with our 9-1-1 service agreement with them.

We must have all renewals executed no later than August 31, 2015 in order for CSEC to release our Start-up funding and not impact 9-1-1 service for your area. We need for the city to approve and sign pages 8 and 9 of this agreement to complete the renewal process.

Thank you for your immediate attention to this request, and please contact me or Sergio Castro at (956) 682-3481 should there be any questions on the agreement submitted.

Sincerely,

Kenneth N. Jones, Jr.
Executive Director

cc: Mayor Ambrosio Hernandez

REC'D
CC

JUL 20 2015
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

MAIN OFFICE * 301 W. Railroad St. * Weslaco, TX * 78596 * TEL: (956) 682-3481* FAX: (956) 631-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE: www.lrgvdc.org
PRINTED ON RECYCLED PAPER

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **City of Pharr - Police Department** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Pharr Police Department** PSAP(s) located at **1900 S Cage Blvd Pharr, TX 78577**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for the **City of Pharr**; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements **(please refer to Attachment G: Site Requirements)**.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by _ **City of Pharr** and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Lower Rio Grande Valley Development Council
Attn: 9-1-1 Department
301 W. Railroad St.
Weslaco, TX 78596

The Local Government's address is:

Pharr Police Department
1900 S Cage Blvd
Pharr, TX 78577

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2015 and shall terminate on August 31, 2017.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Lower Rio Grande Valley Development Council

By: _____

Printed Name: Kenneth N Jones, Jr.

Title: Executive Director

Date: _____

City of Pharr

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Pharr Police Department**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council	**City of Pharr**
By:	By:
Printed Name: Kenneth N. Jones Jr.	Printed Name:
Title: Executive Director	Title:
Date:	Date:

Attachment B
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Lower Rio Grande Valley Development Council** (RPC) and _____ (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 — Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;

ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)

ii. Printers

iii. Recorders (as funding allows)

Section 2.0 — Program Deliverables;

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1 @wscicom.com.

Attachment C
Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C
Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C
Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: http://www.csec.texas.gov and http://www.csec.texas.gov/statutes

2. CSEC Rules: http://www.csec.texas.gov

3. CSEC Program Policy Statements:
   http://www.csec.texas.gov/program-policy-statements/9-1-1-program

Attachment F
Acronyms

LRGVDC - Lower Rio Grande Valley Development Council
CSEC - Commission on State Emergency Communications
APCO - Association of Public-Safety Communications Officials
NENA - National Emergency Number Association
RPC - Regional Planning Commissions
PPS - Program Policy Statements
UGMS - Uniform Grant Management Systems
TCLEOSE — Texas Commission on Law Enforcement Officers Standards & Education
PSAP - Public Safety Answering Point
ADA - Americans with Disabilities Act of 1990
TDD - Telecommunications Device for the Deaf
TTY - Teletypewriter
UPS - Uninterruptible Power Supply
CPE - Customer Premise Equipment
ANI - Automatic Number Identification
ALI - Automatic Location Identification
GPS - Global Positioning System
GIS - Geographic Information System
RTX - Re-transmit / Re-bid
MSAG - Master Street Address Guide
DBMS - Database Management System
NRF - No Record Found
TNCR - Telephone Number Change Request
EMS - Emergency Management System

Attachment G
SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.
2.2.4 A 3/4 inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

Attachment G
SITE REQUIREMENTS (continued)

2.3. Structural Requirements and Guidelines

2.3.1The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G
Site Requirements (continued)

2.6 Acoustics

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

2.9. Grounding & Bonding information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits. etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

a. Dedicated grounding conductor extended from the site's earth electrode system
b. Building structural steel. provided it is bonded to the site's earth electrode system
c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
d. Metallic conduit, raceway or panel containing service conductors
e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
f. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing feeder conductors
g. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps. etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
b. The feeder breaker shall be designated "9-1-1 Panel"

Attachment G
Site Requirements (continued)

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

a. Operator positions (both telephone sets and displays)
b. ANI and ALI controllers
c. ALI link modems and Network interfaces
d. Telephone common equipment
e. TDD/TTY devices
f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

a. From the 9-1-1 equipment location to the room in which the attendants are located.
b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

Attachment H
PSAP Equipment Inventory (provided by RPC)

PHARR PD						
TAG # (BLUE)	TAG # (WHITE)	SERIAL OR PART #	NEW SERIAL	DESCRIPTION	NEW DESCRIPTION	PRICE
	MC3283	SG8112001610		MONITOR	POS1 PHARR PD	$ 877.91
	MC3285	SG8111901054		MONITOR	POS2 PHARR PD	$ 877.91
	MC3284	2UA12107X7		COMPUTER	POS1 PHARR PD	$ 2,084.88
	MC3286	2UA121080L		COMPUTER	POS2 PHARR PD	$ 2,084.88
	MC4488		BJ117T0027	UPS		$ 8,221.79
4770		CN724SE32Z		PROCURVE		$ 589.00
4771		CN724SE2QQ		PROCURVE		$ 589.00
4772		FTX1208Z00Y		CISCO 1841		$ 159.95
	MC3954		CNDF271352	PRINTER HP 2600		$ 400.00
	MC3287	USE121N3N3			AUX PHARR PD	$ 2,557.50
4776		DT0420461		MP 118		$ 525.99
	MC4197	31093201345		TTY		$ 450.00
	MC4489	GCM3311H80		HP BACKROOM		$ 168.54
	MC4196			SNOM PHONE		$ 179.00

Attachment I
PSAP Insurance (provided by local government)

REC'D
CC

JUL 29 2015

CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

Pharr

AGENDA ITEM REQUEST

MEETING DATE: 8-4-15

INITIATED BY: Francisco Marin DEPARTMENT: Parks and Recreation

AGENDA ITEM: Request for Approval to Enter Into an Agreement with Active Network, LLC, to Provide the City with Online Registration Services that will be used by the Parks and Recreation Department, as well as the Pharr Police Athletic League.

PARTY MAKING THE REQUEST: City of Pharr Parks and Recreation Department

NATURE OF THE REQUEST: Request for Approval to Enter Into an Agreement with Active Network, LLC, to Provide Online Registration Services to the City.

BUDGET:

EXPENDITURE REQUIRED: $0

CURRENT BUDGET: $0

ADDITIONAL FUNDING: $0

ROUTING:

LEGAL: DATE:

FINANCE/PURCHASING: DATE:

APPROVAL:

DEPT. HEAD: DATE:

ASSISTANT CITY MANAGER: DATE:

CITY MANAGER: DATE: 7/30/15

STAFF RECOMMENDATION: Staff recommends that the city approve of this item.

City of Pharr, TX

Doug Ellis, Account Executive
ACTIVE Network
469.729.3035
Doug. Ellis@ACTIVEnetwork.com

PROJECT GOALS:

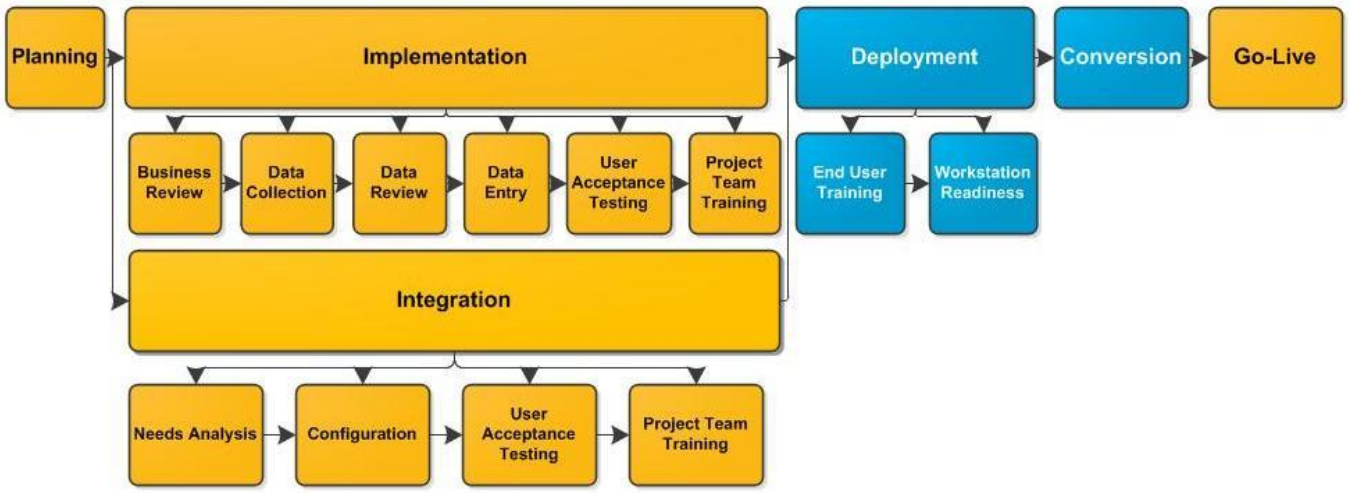
- More Online Access
  - Provide additional information to participants.
  - Allow participants to update and manage their own accounts.
  - Ability to offer online registration for more programs than we do today due to system limitations
- Access Implement a Fully Hosted All-In-One Application
  - All-in-one application that includes activity registration, facility reservations, league scheduling and point of sale.
  - Provides true scalability – no longer restricted to a limited under of licenses
  - Access from anywhere with internet access (valid username and password required)
  - Increased data security in a state of the art hosting facility (private cloud)
- Improve Customer Service (Internally & Externally)
  - Intuitive System
  - Detailed Information at both Participant and Staff's finger tips
- Integrated Credit Card Processing
  - PCI Level 1 Compliant
  - Mitigate Risk and Liability
- Increase Visibility through Reporting & Tracking
  - Ability to improve marketing and decision making by understanding our customer base
- Enhance Marketing / Communication Tools
  - Ability to send mass email and text messages directly from the system
  - Integration with Facebook to empower participants to share program information
- Improve Financial Visibility
  - Run various reports on membership, activity participation, program effectiveness and point of sale transactions

IMPLEMENTATION, TRAINING & SUPPORT

ACTIVE offers technical support, 24x7x365 for system critical technical support. We also have a dedicated account management team to help with non-technical needs. Plus, during your upgrade to ACTIVE Net you'll have a service consultant to help you implement the technology, offering friendly support for all your needs.

Implementation & Training:

- Project Manager from ACTIVE and Project Consultant are assigned before implementation:
  - Kick-off call
  - Pre-Implementation Training
- 1 on 1 Implementation with an ACTIVE Consultant
  - Assessment and Planning
  - Training
- System Design
- Configuration and Testing
- System Deployment and Go-Live Assistance
- Project Closure (Summary Documentation and Wrap-up)



STANDARD 6

Package

***ACTIVE Net* Service Package STANDARD 6 consists of the following Services:**

- **remote business process review**
- **remote functionality review & data collection preparation**
- **remote data collection review**
- **remote data entry (system inventory and policy controls)**
- **remote user testing**
- **remote train the trainer training**
- **remote Go Live preparation**
- **remote hardware configuration**

The scope of Services is contained to the 6 functionalities of choice.

Schedule

Initiation	Project Launch	Remote
Week 1	Business Process Review	Remote
Week 2	Module 1, 2, & 3 Review & Data Collection Preparation	Remote
Week 3	Module 4, 5, & 6 Review & Data Collection Preparation	Remote
Week 4	Module 1, 2, & 3 Data Collection Review	Remote
Week 5	Module 4, 5, & 6 Data Collection Review	Remote
Week 6	Module 1 & 2 User Testing	Remote
Week 7	Module 3 & 4 User Testing	Remote
Week 8	Module 5 & 6 User Testing	Remote
Week 9	Module ALL User Testing	Remote
Week 10	Module 1 & 2 Training	Remote
Week 11	Module 3 & 4 Training	Remote
Week 12	Module 5 & 6 Training	Remote
Week 13	System Training	Remote
Week 14	Go Live Prep	Remote

Account Management:
All of our software partners have a dedicated Account Manager assigned as your main point of contact throughout ACTIVE. Their role is to help support you with market knowledge and as a non-technical point of contact to help with all of your needs.

Available Support:

- ACTIVE's Customer Support Analysts accessible via phone, messaging and email.
- Self-service support:
    - Searchable knowledgebase
    - User guides & Online forums
- Online Services Team and eMarketing Center
    - Tips and templates for promoting online registration through email campaigns & website optimization

MINIMUM REQUIREMENTS FOR ACTIVE NET

Hardware Requirements

Processor: 300 MHz

RAM: 512 MB

Hard Drive: 1GB free space

Internet Access: DSL/Cable or faster

- Please note that wireless networks are not recommended for training sessions or front desk environments

Please Note - Peripheral Support:

- Depending on the peripheral configuration employed, ACTIVE Net may require the presence of one or more open serial or USB ports.
- System requirements may also vary depending on purchased peripheral hardware (card readers, printers, cameras, gate kickers, etc.) and accompanying software.

Software Requirements

Operating System: ACTIVE Net is certified for Windows 2000 or higher.

Web Browser:

- Internet Explorer 6.0 or higher is preferred for ACTIVE Net administration.
- Additional settings may need to be changed during training.
- Additional browsers (e.g., Firefox, Chrome, Safari) are supported for public access.

Java: Java must be installed for ACTIVE Net administration. To check if you have the latest version of Java installed, go to: http://www.java.com/en/download/installed.jsp

Adobe Acrobat Reader: Version 6 is required for most report generation within ACTIVE Net. http://get.adobe.com/reader/

Flash: If using Resource Scheduler or Enhanced Customer View, Flash Player is required. http://get.adobe.com/flashplayer/

PROPOSED SOLUTION

Company Address	717 North Harwood Suite 2500 Dallas, Texas 75201 US	Created Date	5/29/2015
		Quote Number	
		Expiration Date	9/31/2015
		Currency	USD
Prepared By	Doug Ellis	Contact Name	Frank Marin
Phone	(469) 729-3035	Phone	(956) 787-5981
E-mail	Doug.ellis@activenetwork.com	Email	rhunter@wfparish@org
Bill To Name	City of Pharr, TX		
Bill To Contact	Frank Marin	Ship To Contact	Frank Marin
Bill To Address		Ship To Address	

Product	Product Type	Description	Quantity	Sales Price	Fee %	Total Price
ACTIVE Net - Service Package Standard - Bundled	Service	Professional service rates for organizations anticipated to have less than $1,500,000 in total annual transaction revenue that passes through ACTIVE Net. *The professional service fees for the ACTIVE Net - Service Package Standard - Bundled (as defined below) is $30,468 USD (the ""Professional Service Fee""), but is provided to Client at no additional cost subject to Client fulfilling all of its obligations under the Agreement during the full initial term of the Agreement, including without limitation, meeting or exceeding all agreed minimum transaction volume requirements. If Client fails to fulfill such obligations, Client shall, within thirty (30) days of written demand by Active, pay to Active the full amount of the Professional Service Fee. ACTIVE Net - Service Package Standard - Bundled consists of the following Services, but is exclusive of airfare. It also includes 6 Functionality Modules of the Client's choosing, as indicated below: Functional Services: • remote project launch • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • remote train the trainer training • remote Go Live preparation • remote post	1			
ACTIVE Net - Functionality: Activity Registration	SaaS		1			
ACTIVE Net - Functionality: Camps	SaaS		1			
ACTIVE Net - Functionality: Daycare	SaaS		1			
ACTIVE Net - Functionality: Facility Reservation	SaaS		1			
ACTIVE Net - Functionality: League Scheduling	SaaS		1			
ACTIVE Net - Functionality: POS	SaaS		1			
ACTIVE Net - Technical Services: ACH Remittance	Service	ACTIVE Net Technical Services: ACH Remittance consists of the following Services: • remote configuration, testing & training	1			

ACTIVE Net - ACH Remittance- Every 1 week	Service		1			
ACTIVE Net - Recreation - Staff Interface - Technology Fee - includes Standard Services Package	SaaS	Bundled Technology Rate and Professional Service Fee for Recreation organizations anticipated to have less than $1,500,000 in total annual transaction revenue that passes through ACTIVE Net.	1		3.50	
ACTIVE Net - Recreation - Public Interface - Online Transaction Fee - includes Standard Services Package	SaaS	Bundled Technology Rate and Professional Service Fee for Recreation organizations anticipated to have less than $1,500,000 in total annual transaction revenue that passes through ACTIVE Net.	1		6.50	
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1		0.50	
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Migration Loyalty Rates for first term of contract for organizations under $1,500,000 in annual revenue through ACTIVE Net.	1		3.00	
ACTIVE Net - Public Interface Fee Set up - absorbed by client	SaaS		1			
ACTIVE Net - Public Interface - ($2.00 Service Charge Minimum)	SaaS		1			
ACTIVE Net - (credit card refunds - flat fee)	SaaS		1	0.10		0.10
ACTIVE Net - ACTIVE Advantage - opt out	SaaS		1			
ACTIVE Net - Magazine Offer - opt out	SaaS		1			
ACTIVE Net - SaaS						

Total Price USD 0.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice

SOFTWARE AS A SERVICE TRANSACTION MODEL

ACTIVE Net eliminates the need for costly software and IT infrastructure investments. ACTIVE Network owns and maintains the entire database and web server infrastructure. Using the hosted Active Net solution means low-cost automation for your team since you won't have to user licenses, servers or separate maintenance agreements.

We provide an integrated merchant account, securely process all online and offline transactions and safely store your data and back it up every 30 minutes.

Online Registration	Software Licensing & Maintenance	Product Upgrades
ACTIVE will help you with online adoption to ensure your online registration site gets the most traffic possible.	Our software supports unlimited users and locations.	ACTIVE manages all updates and upgrades so there's no additional work for you.
Support	**Infrastructure Costs**	**PCI Compliance**
ACTIVE offers unlimited technical support, 24x7x365 system critical technical support and a dedicated account management team to help with non-technical needs.	ACTIVE hosts and manages the IT infrastructure in SSAE 16 Compliant and top level, tier 4 Data Centers, which means peace of mind and lower costs for you.	ACTIVE maintains PCI level 1 compliance, taking the responsibility for risk and validation requirements at the point card data is entered into ACTIVE Net.
Payment Processing	**One-Stop Shop**	**Predictable Processing Costs**
ACTIVE Net includes credit card processing for all transactions regardless of brand, rewards or type used.	ACTIVE provides the application, hosting and payment processing. Includes all gateway, authorization, 'card-not-present' and interchange fees.	Our rates do not change by the card brand or type used (rewards/affinity programs).

SOFTWARE AS A SERVICE (SaaS) FEES

As a fully-hosted, transaction-based technology took, ACTIVE Net virtually eliminates the need for costly software and IT infrastructure investments.

Safe, Secure and Fully-Hosted

ACTIVE owns and maintains the entire databases and web server infrastructure hosting your ACTIVE Net solution, meaning low-cost automation for your team. We provide our own merchant account (so you don't have to), securely process all online and offline transaction and safely store your data.

Staff-Interface Transactions (Walk-In, Phone-In, Mail-In)

When a participant registers and pays for a class on site with cash, a check, or credit card, the Organization is charged a transaction fee.

Staff Interface Transaction Fees		
Technology Base Fee	3.5%	
Additional Fee for Credit Cards	3.0%	(6.50% total)
Additional Fee for ECP	0.5%	(3.50% total)

Staff Interface CASH / CHECK Transaction Example:	
Class / Program Fee:	$50.00
Standard Transaction Fee: (2.5%)	$1.75
Participant Pays:	$50.00
Organization Nets:	$48.25
ACTIVE Collects:	$1.75

Staff Interface CREDIT CARD Transaction Example:	
Class / Program Fee:	$50.00
Standard Transaction Fee: (3.5%)	$1.75
Additional Credit Card Fee: (3%)	$1.50
Participant Pays:	$50.00
Organization Nets:	$46.75
ACTIVE Collects:	$3.25

Public Interface Transactions (Self-Serve Online)

When a participant registers and pays for an event, program or reservation over the internet, ACTIVE charges a transaction fee to the registrant. This fee is in addition to your class / program fee.

Public Interface Transaction Fees		
Online Processing Fee:	6.5%	($2.00 Minimum)

Public Interface Transaction Example:	
Class / Program Fee:	$50.00
Online Processing Fee: (6.5%)	$3.25
Participant Pays:	$53.25
Organization Nets:	$50.00
The ACTIVE Network Collects:	$3.25

Four Easy Options for handling the Public Interface Fees:

1. Pass Processing Fee On to your Participant (as shown in the example above)
2. Organization Can Absorb the Processing Fee
3. Organization can Split 50/50 between Absorbing and Passing On
4. Charge the Participants up to $X amount and absorb the difference.

DATA CENTERS & SECURITY

Maintaining a Software-as-a-Service (SaaS) environment with market leading availability and security is something that ACTIVE embraces as a core strength, and it's what sets us apart from the competition. Our commitment is to consistently maintain a state-of-the-art data center and application infrastructure that is supported by a team of highly skilled, highly trained, technology professionals to keep your data "always on", safe and secure.

OVERVIEW:

- **Datacenter Capabilities**: Our primary datacenter is designed to meet the Uptime Institute's Tier IV datacenter standards and incorporates multiple, active power and cooling distribution paths, has redundant components, and is fault tolerant; providing 99.995% availability of those functions. In the event of any local/regional blackouts or disaster, the datacenter would continue to provide uninterrupted. All Datacenters hold a current SSAE16 certificate and can be provided on request.

SECURITY:

- **Physical Security**: At present, ACTIVE's datacenters implement five layers of physical security:
    1. Perimeter – Blast walls, locked gates, no clear avenue of approach/entry and lack of exterior signage.
    2. Exterior Walls – Reinforced concrete with a minimum of reinforced, alarmed doors. Perimeter video cameras. Entry to lobby requires verification against an authorized list.
    3. Mantraps – once inside the lobby, steel mantraps block entry to the datacenter.
    4. Manned Access Control – Access beyond the mantrap requires ID and biometric authentication controlled by 24/7-armed guards. Additional audio and camera surveillance are implemented.
    5. Caged Spaces – Within the datacenter, all Active Network operated equipment is separated and contained within an individually locked and monitored cage.
- **Network Security**: Digital traffic into and out of the facility goes through multiple layers of firewall and denial-of-service hardware based protection using best-in-class equipment from manufacturers such as Juniper, Cisco, and F5.
    - SSL cryptographic protocol ensures information is secured at the transport layer, end-to-end, using 128-bit encryption keys
    - Application and data servers each reside in its own segmented network environment separated from network access by a DMZ that is protected by our own double layer of enterprise class firewalls.
    - CISSP certified professionals use a comprehensive suite of tools to inspect network activity, watching for and protecting against any external threats
- **Data Security**: All customer account information is encrypted in the database and strong passwords are enforced by the application interface. Data access is only allowed through specific service accounts that

have server and process specific permissions. Our integrated application security architecture prevents anyone but the customer from accessing his or her data.

- **Testing**: Our products are regularly tested from the Internet for vulnerabilities with industry leading audit review and penetration testing expert Trustwave®.
    - Monthly tests to ensure highest published payment industry and government standards
    - Fully accredited to meet the scanning requirements for the Payment Card Industry (PCI) standard used by Visa, MasterCard, American Express, and other consumer credit providers
    - ACTIVE also conducts weekly internal vulnerability scans to identify potential areas of risk and drive remediation on an ongoing basis independent of our external scans
- **PCI Compliance**: The PCI standards cover everything from network security, to application security, to background screening of our employees. We participate in Visa's Payment Card Industry (PCI) data security standards compliance audit and hold the highest available certification, a Level 1 Payment Processor Certification for all our payment processing.

OPERATIONS:

- **Monitoring and Response**: All systems required for supporting the application and services are fully monitored by a suite of tools. We perform monitoring, alerting and notification on multiple tiers of the technology architecture.
    - Core Infrastructure Monitoring – Our entire technology stack is monitored 24x7.
    - Customer Experience Monitoring – We implement a separate 3rd party service that continuously tests our web facing products for key functions from a variety of geographic locations, beyond our own data centers. Should error conditions occur in any of our monitoring tools, alerts are immediately forwarded to engineering staff for investigation and resolution.
    - We also operate a network operations center (NOC) that is fully staffed 7/24/365.
- **Data Protection & Recovery**: We protect critical customer data contained in the database with back ups on a regular basis throughout each day. We replicate both nightly incremental and full backups to a secondary server within the local data center for online storage, and create tape backups for offsite storage. Online storage allows duplication of data to occur in near-real time versus the hours or days it may take to recover from tape-based media only.

  All systems and services have the confidence of maximized uptime through:
    - Fully Redundant Data Center Facilities
    - Replicated databases, redundant servers as well as offsite data storage
    - Production Data protected by continual real-time mirroring, replication and digital backup
    - Uninterruptible power supplies and generator backup for all production systems

Back up timing:

- Transaction Log – Every 10 minutes
- Incremental Backup – Nightly
- Full Backup – Weekly
- Backup Storage – Every 2 months

CONTACT US

Please let us know if you need more detail on anything presented in this proposal or if you have any questions about ACTIVE or our recreation solution, ACTIVE Net. We are always here to help answer questions.

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