



**TAKE NOTICE THAT A REGULAR-SPECIAL MEETING  
OF THE BOARD OF COMMISSIONERS  
OF THE CITY OF PHARR, TEXAS  
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,  
118 S. CAGE BLVD., 2<sup>ND</sup> FLOOR, PHARR, TEXAS  
COMMENCING AT 5:00 P.M. ON  
WEDNESDAY, JULY 1, 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. CITY MANAGER'S REPORTS:** *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

- A) City Engineer's Report
- B) City Events of Interest

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

AGENDA REGULAR-SPECIAL MEETING  
JULY 1, 2015

- A) Consideration and action, if any, authorizing Interim City Manager to advertise for Request for Proposals for Professional Audit Services for FY ending in 14-15.
- B) Consideration and action, if any, authorizing Interim City Manager to advertise for polymer for the Water Treatment Plant and Wastewater Treatment Plant.
- C) Consideration and action, if any, authorizing Interim City Manager for permission to advertise for chlorine services for the Water Treatment Plant and Wastewater Treatment Plant.
- D) Consideration and action, if any, authorizing Interim City Manager for permission to advertise for sludge management services for the Water Treatment Plant and Wastewater Treatment Plant.
- E) Consideration and action on Planning & Zoning Cases:  
**Public Hearing**
  - 1. Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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 being a 0.04 acre tract of land, more or less, out of Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140545

**REGULAR AGENDA – OPEN SESSION:**

**4. 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-2015-03 for budget amendments to the FY 2014 – 2015 budget.
- C) Consideration and action, if any, on Resolution appointing/re-appointing members to the Pharr-Reynosa International Toll Bridge Board.
- D) Consideration and action, if any, on Resolution appointing Stakeholders Group for “Your Vision! Pharr 2025 – Pharr Into the Future” Comprehensive Plan.
- E) Consideration and action, if any, on Resolution rescinding Resolution No. R-2015-20 and any eminent domain authority and proceedings for a 39.65 acre tract of land out of Kelly-Pharr Subdivision Lots 251, 261 and 262, Pharr, Hidalgo County, Texas

- F) Consideration and action, if any, on Resolution declaring a collapsed section of the manhole in sanitary sewer collection system located on 1301 E. Jones (in the rear) known as the "Old St. Jude" lift station wet well a state of emergency.
- G) Consideration and action, if any, on Resolution related to the proposed posted speed limit for the Owassa Road widening project from Jackson Road to I-69.

**5. ADMINISTRATIVE:**

- A) Consultation with the Board of Commissioners on pending Personnel Action Forms.
- B) Consultation with the Board of Commissioners on review of the city organization structure.
- C) Consideration and action, if any, accepting the 2015 Action Plan for Community Development Block Grant (CDBG) funding allocations.
- D) Consideration and action, if any, on PSJA ISD signage and plaque design and placement at the Pharr Aquatic Center
- E) Consideration and action, if any, on request from Pharr-San Juan-Alamo ISD for use of the Boggus Ford Events Center on May 16, 2016; May 17, 2016; May 18, 2016; May 19, 2016 and May 26, 2016 for their annual DAP Banquets and graduation ceremonies.
- F) Consideration and action, if any, on sponsorship donation in the amount of \$500.00 for Juleanty Ms. Belleza Latina Pageant.
- G) Consideration and action, if any, on counter offer for Kelly-Pharr Tract West 5 acres – South 10 acres – East 20 acres of Lot 327, Lot 3.

**6. PURCHASING:**

- A) Consideration and action, if any, authorizing the purchase of three police vehicles.

**7. CONTRACTS/AGREEMENTS:**

- A) Consideration and action, if any, authorizing Interim City Manager to negotiate and execute contract for engineering design services for Hi-Line Street Improvements from Cage Boulevard to Jackson Road.

AGENDA REGULAR-SPECIAL MEETING  
JULY 1, 2015

- B) Consideration and action, if any, authorizing Interim City Manager to negotiate and execute contract for engineering design services for Navarro Street improvements.
  - C) Consideration and action, if any, on contractual agreement with Roy Padilla for consulting services.
  - D) Consideration and action, if any, on a one-year agreement with Creative Alignment Consulting for grant research, development, training, and mentoring.
  - E) Consideration and action, if any, on contract with Transcend, Inc. d/b/a SPA Skate Parks.
  - F) Consideration and action, if any, on contract with Texas Descon, L.P. for City of Pharr Northside Park (Dr. Long School) Special Needs Facility.
  - G) Consideration and action, if any, on agreement with Dykema Cox Smith law firm.
  - H) Consideration and action, if any, on mutual separation agreement and release with Federico Sandoval.
8. **CLOSED SESSION:** *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 3 - 7 in accordance with the following below:*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

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

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

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

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

10. **ADJOURNMENT**.

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext 1003/1007 or FAX 956/702-5313 or E-mail [hilda.pedraza@pharr-tx.gov](mailto:hilda.pedraza@pharr-tx.gov) or [imelda.barrera@pharr-tx.gov](mailto: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-Special Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at [www.pharr-tx.gov](http://www.pharr-tx.gov). This Notice was posted on the 26th day of June 2015, at 6:00 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 26th DAY OF June 2015.**

  
HILDA PEDRAZA, TRMC  
CITY CLERK *QB.*



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

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

**City Engineer's Report  
July 1, 2015**

**Design Projects:**

**Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road**

Aldaña Engineering & Traffic Design has submitted 90% plans, specifications and estimate. Staff has reviewed them and provided comments to the Engineer.

**City of Pharr Bicycle Accessible Improvements**

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

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

Plans and Specifications are about complete. Staff is working on final plan quantities and changes.

**Jones Box Park – Pedestrian Bridge**

Preliminary Engineering design is underway.

**Navarro Street Roadway & Drainage Improvements**

Engineering Design contract negotiation is on this meeting's agenda.

**Owassa Road**

Final stage of the Environmental document is underway. Resolution letter regarding the change to the posted speed limit is on the agenda and is required in order for TxDOT to release the FONSI. Final selection of pavement cross sections are underway and utility coordination with utility companies is ongoing.

**Construction Projects:**

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

Asphalt paving operations are almost complete on Central Capote Ave, from S. Cage Blvd to the DPS exit from the International Bridge and Toro Street. Paving on Austin Street from Highline Road to Lamar drive has been completed. Work on Capote Central east of DPS exit & Lamar Drive and Matador Drive is currently underway.

Contract Amount:	\$1,617,323.00
Current Expenditures:	\$ 682,902.00
Percent Completed:	41.10%

**East Anaya Road**

Public Works has begun work on the east portion of Anaya Road from Veterans Blvd to Mould Drive. Asphalt material has been removed and work on flexible material is underway.

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

**Northside Park – Special Needs**

Contractor is currently working on the site grading; installation of the rubberized mat on the playground area has been completed. Descon has documented 54 rain days as of March 27, 2015.

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 foundation has been poured.

Contract Amount:	\$83,126.55
Current Expenditures:	\$1,235.00
Percent Completed:	1.56%

#### **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**



**AGENDA ITEM REQUEST**

MEETING DATE: 7/1/2015

INITIATED BY: Finance Dept. /Karla Moya DEPARTMENT: Finance Dept.

AGENDA ITEM: **To get permission to advertise for Request for Proposals for 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: 6/17/15

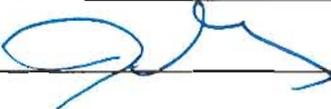
**APPROVAL:**

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

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

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

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

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

DATE: 6/18/15

**STAFF RECOMMENDATION:**

**To advertise for Request for Proposals for Professional Audit Services for FY 14.15**



**AGENDA ITEM REQUEST**

MEETING DATE: July 1, 2015

INITIATED BY: David Garza DEPARTMENT: Public Utilities

AGENDA ITEM: Consideration and action, if any, for permission to advertise for polymer for the Water Treatment Plant and Wastewater Treatment Plant

PARTY MAKING THE REQUEST: David Garza

NATURE OF THE REQUEST: To advertise for polymer

**BUDGET:**

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

**ROUTING:**

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

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

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

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

**APPROVAL:**

DEPT. HEAD: \_\_\_\_\_ *[Signature]*

DATE: 6/23/15

ASSISTANT CITY MANAGER: \_\_\_\_\_ *[Signature]*

DATE: 6/23/15

CITY MANAGER: \_\_\_\_\_ *[Signature]*

DATE: 6/24/15

**STAFF RECOMMENDATION:**

**Staff recommends approval.**



**AGENDA ITEM REQUEST**

MEETING DATE: July 1, 2015

INITIATED BY: David Garza DEPARTMENT: Public Utilities

AGENDA ITEM: Consideration and action, if any, for permission to advertise for chlorine services for the Water Treatment Plant and Wastewater Treatment Plant

PARTY MAKING THE REQUEST: David Garza

NATURE OF THE REQUEST: To advertise for chlorine services

**BUDGET:**

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

**ROUTING:**

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

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

**APPROVAL:**

DEPT. HEAD:  DATE: 6/23/15

ASSISTANT CITY MANAGER:  DATE: 6/23/15

CITY MANAGER:  DATE: 6/24/15

**STAFF RECOMMENDATION:**

**Staff recommends approval.**



**AGENDA ITEM REQUEST**

MEETING DATE: July 1, 2015

INITIATED BY: David Garza DEPARTMENT: Public Utilities

AGENDA ITEM: Consideration and action, if any, for permission to advertise for sludge management services for the Water Treatment Plant and Wastewater Treatment Plant

PARTY MAKING THE REQUEST: David Garza

NATURE OF THE REQUEST: To advertise for sludge management services

**BUDGET:**

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

**ROUTING:**

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

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

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

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

**APPROVAL:**

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

DATE: 6/23/15

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

DATE: 6/23/15

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

DATE: 6/24/15

**STAFF RECOMMENDATION:**

Staff recommends approval.



MAYOR  
Ambrosio "Amos" Hernández

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

## Executive Summary Letter

July 01, 2015

Conditional Use Permit for ABC –

100% Antojitos Mexicanos

### Background:

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for 100% Antojitos Mexicanos.

The property is located at 1201 South Jackson Road, Suite 9. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

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

P:\Admin\WY FILES\CUP\ABC-100% ANTOJITOS MEXICANOS\_J MENDEZ\_2014



## **MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

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

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

**DATE:** JULY 01, 2015

**RE:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#140545 (100% ANTOJITOS MEXICANOS)

### **GENERAL INFORMATION:**

**APPLICANT:** Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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 being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 1201 South Jackson Road, Suite 9.

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

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

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

**COMMENTS:**

**POLICE CHIEF:**

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

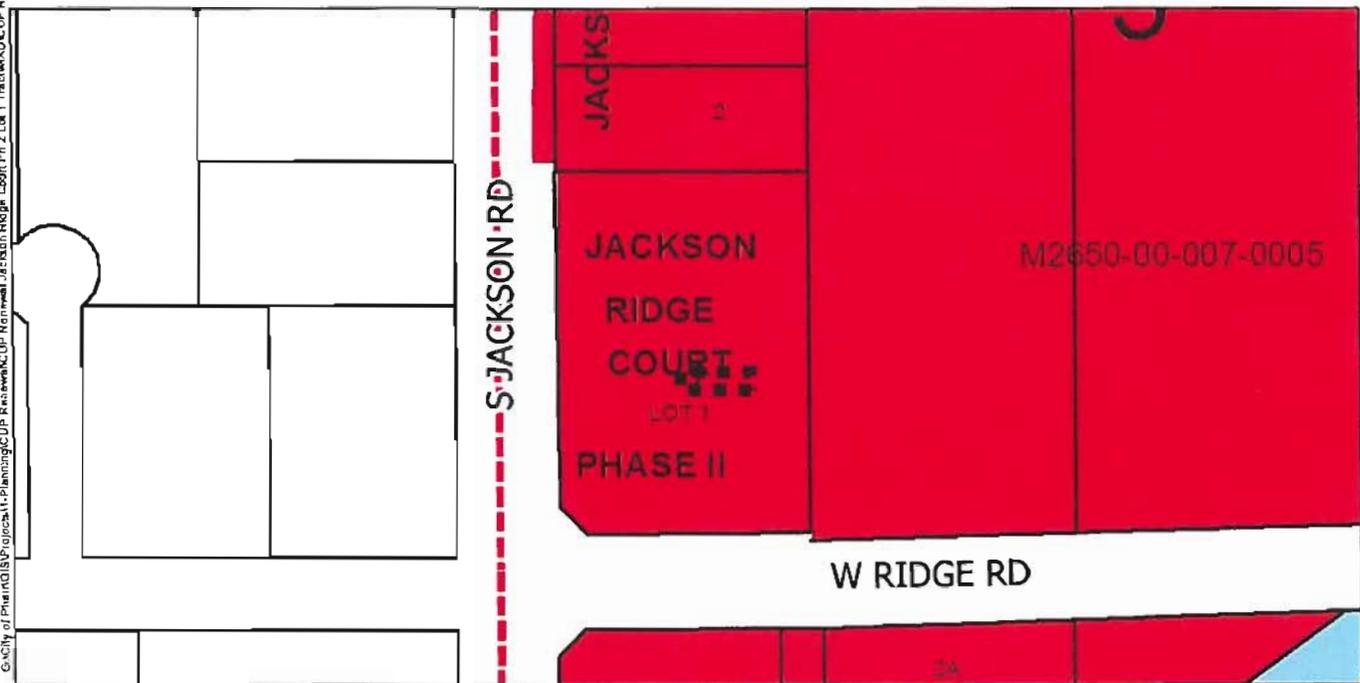
**PLANNING DEPARTMENT:**

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

**PLANNING STAFF  
RECOMMENDATIONS:**

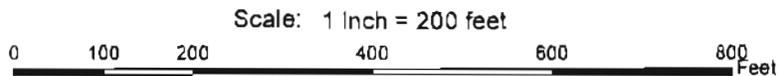
Planning Staff is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site/applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal  
 Jackson Ridge Court Ph 2 .04 Ac of Lot 1  
 100% Antojitos Mexicanos / Jose Ruben Mendez



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

City of Pharr, Texas  
 Engineering Department  
 956.702.5355



Date: 6/12/2015

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

3957

OWNER/APPLICANT: JOSE R. MENDEZ PHONE: 655-6518  
 ADDRESS: 1201 S JACKSON  
 TYPE OF BUSINESS: RESTAURANT NAME OF BUSINESS: ANTOJITOS MEXICANOS  
 LEGAL: \_\_\_\_\_ SUBD.: \_\_\_\_\_

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

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

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

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

**ELECTRICAL:**  
 1. SERVICE ENTRANCE  OK \_\_\_\_\_ SUBSTANDARD  
 2. SERVICE EQUIPMENT  OK \_\_\_\_\_ SUBSTANDARD  
 3. WIRING SYSTEM  OK \_\_\_\_\_ SUBSTANDARD  
 4. LIGHT FIXTURE  OK \_\_\_\_\_ SUBSTANDARD  
 5. RECEPTACLE OUTLETS (GFCI WHERE REQUIRED)  OK \_\_\_\_\_ SUBSTANDARD

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

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

**WATER HEATER:**  
 1. LOCATION A.H.C.  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 COMPLIES WITH ALL CODES
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

PREPARED BY: [Signature] DATE: 5-12-15  
 RECEIVED BY: [Signature] DATE: 5-12-15

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 11, 2015

100 % ANTOJITOS MEXICANOS  
1201 S JACKSON  
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 11, 2015 revealed no violations.

---

2960 EDUARDO LUGO  
Inspector

---

Antonio Ramirez

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

MAY 11 2015



# Pharr Police Department

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



OK  
Ca

To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 05/11/2015  
Re: Conditional use Permit for ABC – File No. CUP#140545 (100% Antojitos Mexicanos)

Jose Ruben Mendez (TXDL#12103672), d/b/a 100% Antojitos Mexicanos, has filed with the Planning and Zoning Commission requesting for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Being a .04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 1201 S. Jackson Rd. Suite #9 – Contact Number: 956-655-6518

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: \_\_\_\_\_

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.  
Date: 05/11/2015

MAY 11 2015

100% Antojitos Mexicanos CUP Request

BY: \_\_\_\_\_



## **INTEROFFICE MEMORANDUM**

**To:** MAYOR AND CITY COMMISSION

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

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

**Subject:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#140545 (100% ANTOJITOS MEXICANOS)

**Date:** JULY 01, 2015

---

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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:** Being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

**Physical Address:** 1201 South Jackson Road, Suite 9.

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



MAYOR  
Ambrosio "Amos" Hernández

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

## Executive Summary Letter

July 01, 2015

Conditional Use Permit for ABC –

100% Antojitos Mexicanos

### Background:

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for 100% Antojitos Mexicanos.

The property is located at 1201 South Jackson Road, Suite 9. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

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

P:\Admin\WY FILES\CUP\ABC-100% ANTOJITOS MEXICANOS\_J MENDEZ\_2014



**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.  
**THROUGH:** JUAN GUERRA, INTERIM CITY MANAGER  
**DATE:** JULY 01, 2015  
**RE:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#140545 (100% ANTOJITOS MEXICANOS)

**GENERAL INFORMATION:**

**APPLICANT:** Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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 being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 1201 South Jackson Road, Suite 9.

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

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

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

**COMMENTS:**

**POLICE CHIEF:**

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

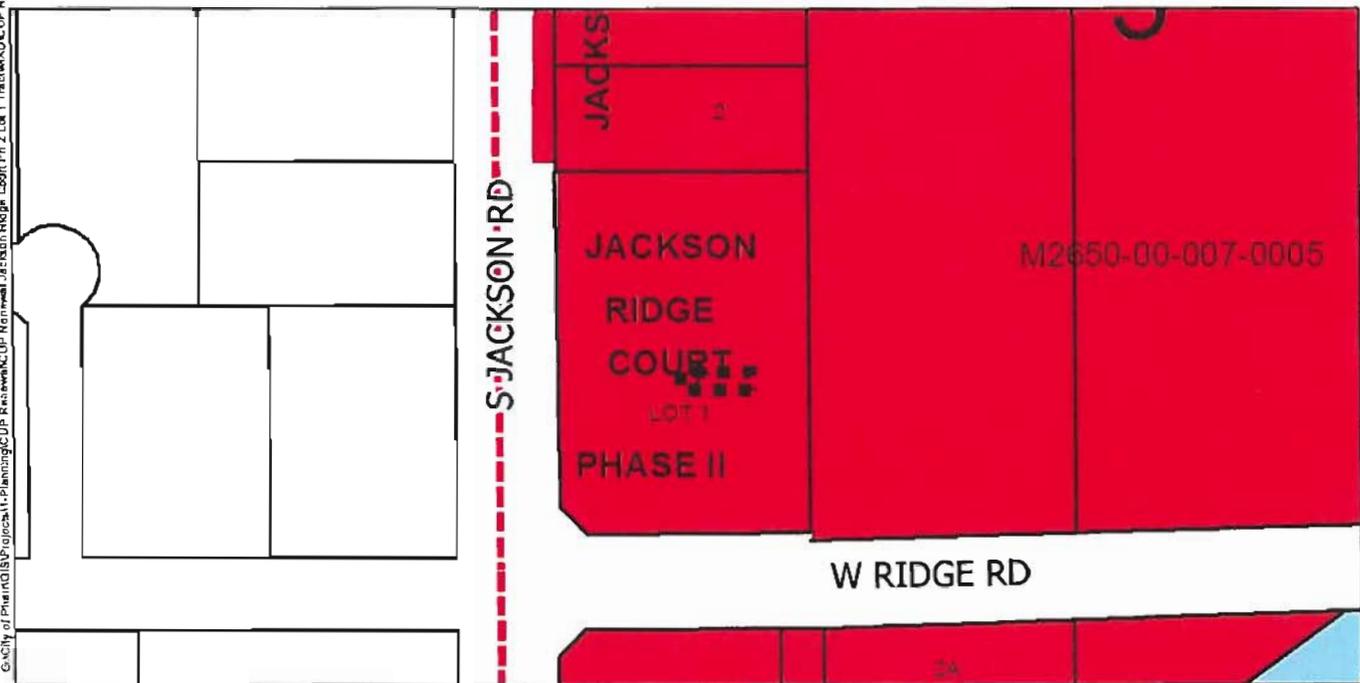
**PLANNING DEPARTMENT:**

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

**PLANNING STAFF  
RECOMMENDATIONS:**

Planning Staff is recommending **approval** of the request for 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/applicant being in compliance with all City Ordinances and City Department requirements.

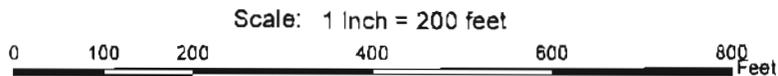
Conditional Use Permit Renewal  
 Jackson Ridge Court Ph 2 .04 Ac of Lot 1  
 100% Antojitos Mexicanos / Jose Ruben Mendez



City of Pharr GIS Project - Planning/CLUP Renewal/CLUP Renewal Jackson Ridge Court Ph 2 Lot 1 Tract M2650-00-007-0005

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

City of Pharr, Texas  
 Engineering Department  
 956.702.5355



Date: 6/12/2015

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

3957

OWNER/APPLICANT: JOSE R. MENDEZ PHONE: 655-6518  
 ADDRESS: 1201 S JACKSON  
 TYPE OF BUSINESS: RESTAURANT NAME OF BUSINESS: ANTOJITOS MEXICANOS  
 LEGAL: \_\_\_\_\_ SUBD.: \_\_\_\_\_

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

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

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

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

**ELECTRICAL:**  
 1. SERVICE ENTRANCE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 2. SERVICE EQUIPMENT \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. WIRING SYSTEM \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. LIGHT FIXTURE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 5. RECEPTACLE OUTLETS (GFCI WHERE REQUIRED) \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

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

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

**WATER HEATER:**  
 1. LOCATION A.H.C. \_\_\_\_\_  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 COMPLIES WITH ALL CODES
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

PREPARED BY: [Signature] DATE: 5-12-15  
 RECEIVED BY: [Signature] DATE: 5-12-15

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 11, 2015

100 % ANTOJITOS MEXICANOS  
1201 S JACKSON  
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 11, 2015 revealed no violations.

---

2960 EDUARDO LUGO  
Inspector

---

Antonio Ramirez

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

MAY 11 2015



# Pharr Police Department

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



OK  
Ca

To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 05/11/2015  
Re: Conditional use Permit for ABC – File No. CUP#140545 (100% Antojitos Mexicanos)

Jose Ruben Mendez (TXDL#12103672), d/b/a 100% Antojitos Mexicanos, has filed with the Planning and Zoning Commission requesting for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Being a .04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 1201 S. Jackson Rd. Suite #9 – Contact Number: 956-655-6518

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: \_\_\_\_\_

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.  
Date: 05/11/2015

MAY 11 2015

100% Antojitos Mexicanos CUP Request

BY: \_\_\_\_\_



## **INTEROFFICE MEMORANDUM**

**To:** MAYOR AND CITY COMMISSION

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

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

**Subject:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#140545 (100% ANTOJITOS MEXICANOS)

**Date:** JULY 01, 2015

---

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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:** Being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

**Physical Address:** 1201 South Jackson Road, Suite 9.

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

**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.

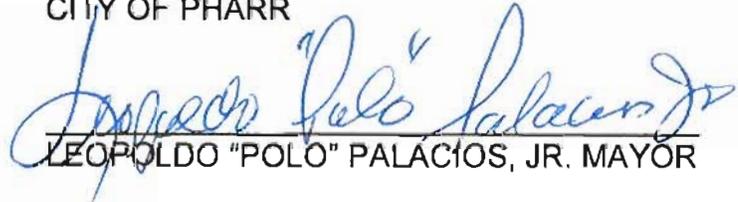
**SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE.** The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence 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 17<sup>th</sup> 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 3<sup>rd</sup> day of March, 2015.

CITY OF PHARR  
  
LEÓPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

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

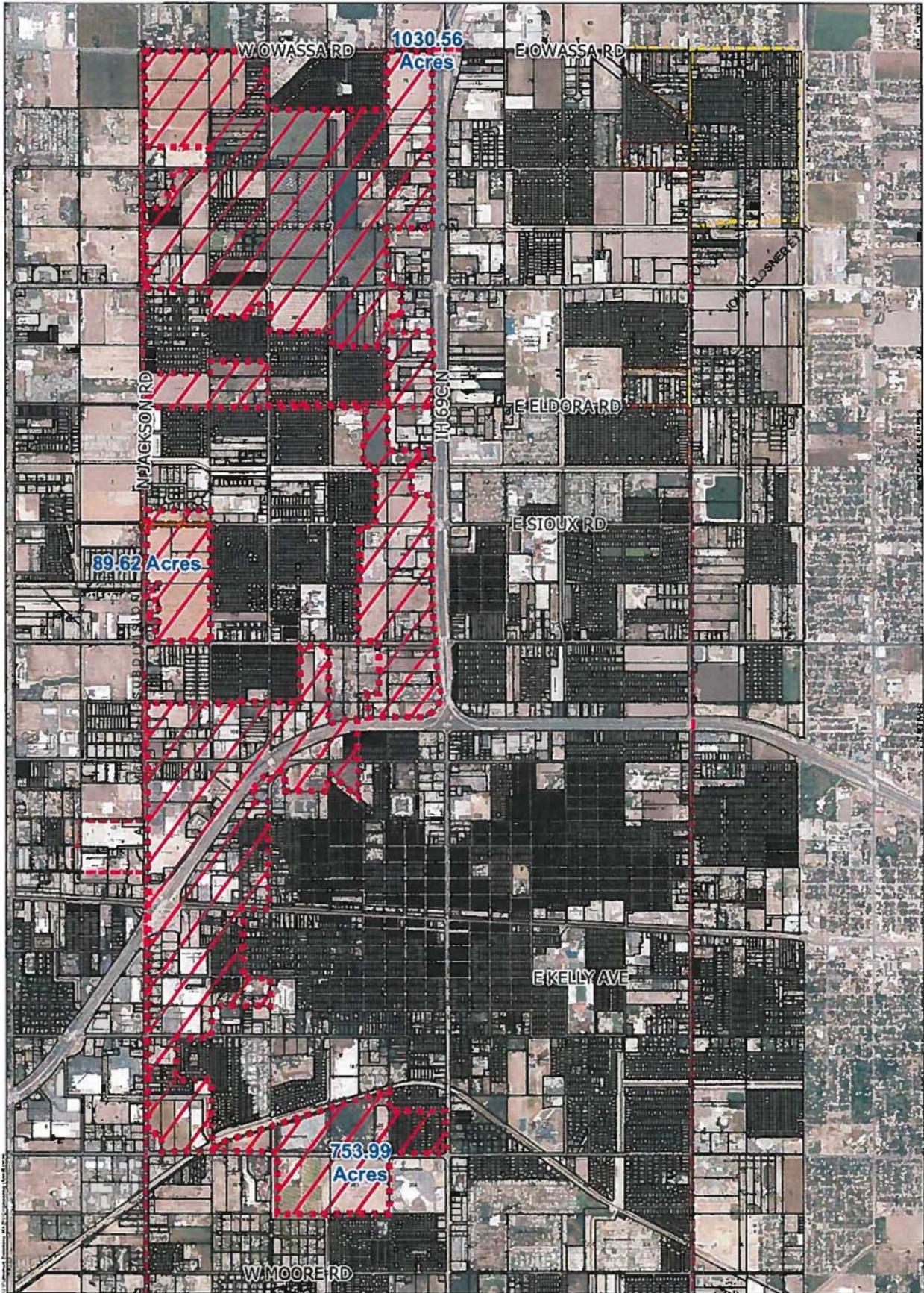
PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

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

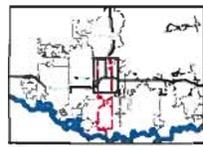
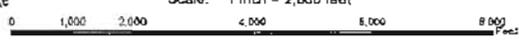


As a condition of approval of this map, the City of Pharr, Texas, Engineering Department, shall be responsible for the accuracy of the information presented hereon. The City of Pharr, Texas, Engineering Department, shall be responsible for the accuracy of the information presented hereon.

City of Pharr, Texas  
Engineering Department  
956.402.4221

- Legend**
- Pharr City Limits
  - Pharr ETJ
  - TIRZ Area: 1,874.17 Ac

Scale: 1 Inch = 2,000 feet



**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.

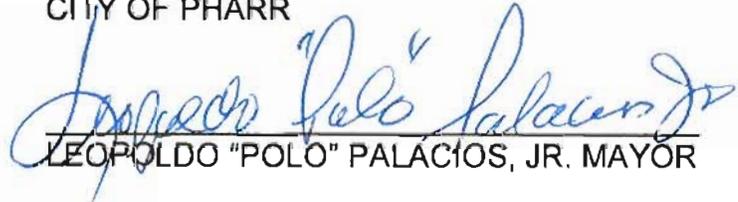
**SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE.** The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence 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 17<sup>th</sup> 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 3<sup>rd</sup> day of March, 2015.

CITY OF PHARR  
  
LEÓPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

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

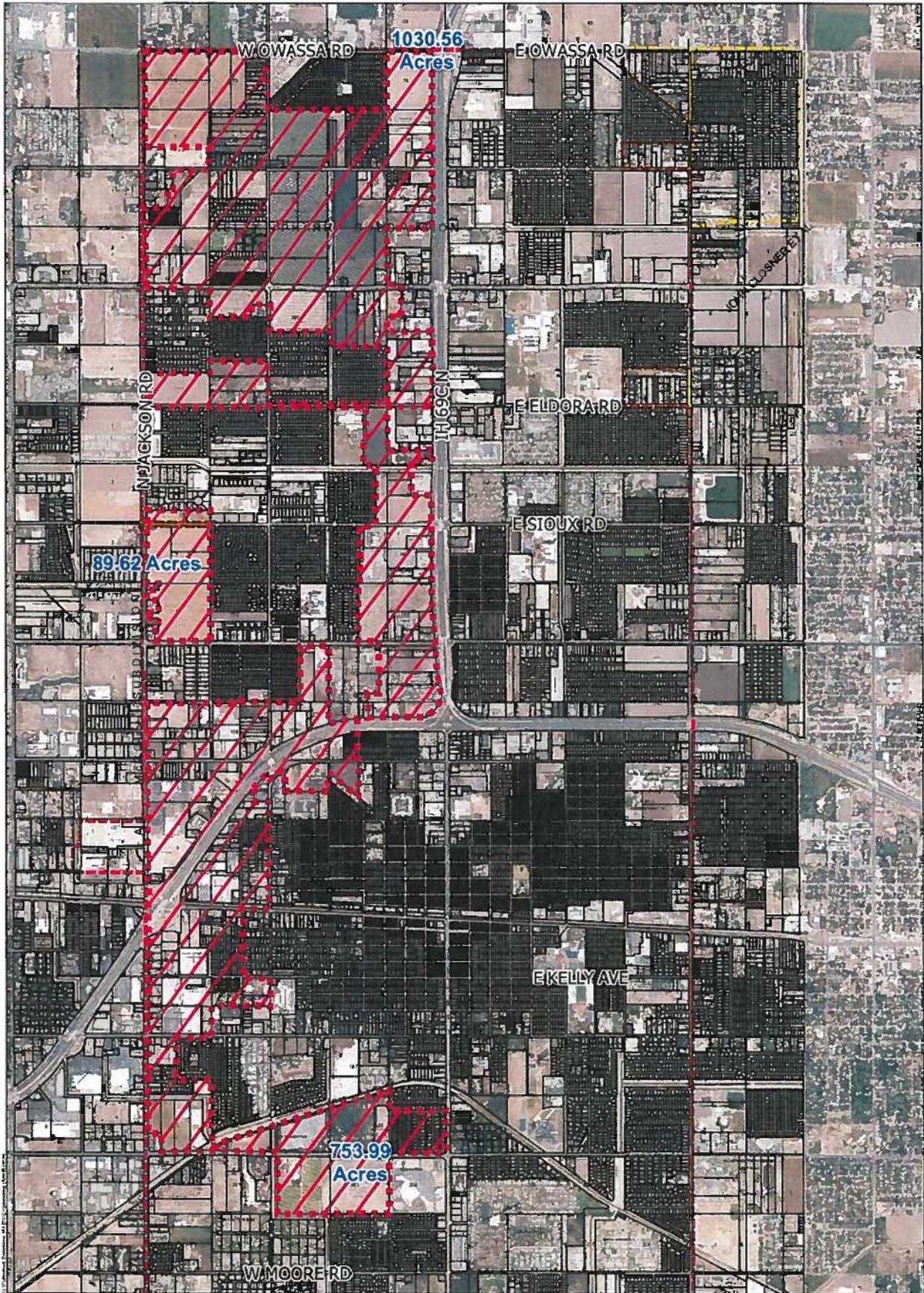
PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

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

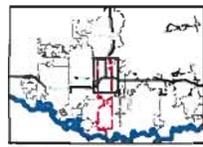
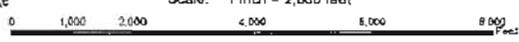


As a condition of approval of this map, the City of Pharr, Texas, Engineering Department is required to accept liability for any errors, omissions, or inaccuracies in the information provided. This map is intended for general informational use only.

City of Pharr, Texas  
Engineering Department  
956.402.4221

- Legend**
- Pharr City Limits
  - Pharr ETJ
  - TIRZ Area: 1,874.17 Ac

Scale: 1 Inch = 2,000 feet





**AGENDA ITEM REQUEST**

MEETING DATE: 7/1/15

INITIATED BY: Karla Moya DEPARTMENT: Finance

AGENDA ITEM: Consideration and action, on Ordinance for budget amendments to the FY 2014-2015 budget.

PARTY MAKING THE REQUEST: Karla Moya, Interim Finance Director

NATURE OF THE REQUEST: Ordinance

**BUDGET:**

EXPENDITURE REQUIRED:

CURRENT BUDGET:

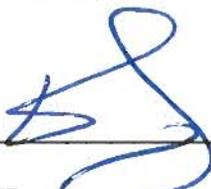
ADDITIONAL FUNDING:

**ROUTING:**

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

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

**APPROVAL:**

DEPT. HEAD:  \_\_\_\_\_ DATE: 6/24/15

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

CITY MANAGER:  \_\_\_\_\_ DATE: 6/24/15

**STAFF RECOMMENDATION:**

**Approval of budget amendments to the FY 2014-2015 budget.**

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

§  
§  
§

RESOLUTION  
NO. R-2015- 42

**WHEREAS**, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

**WHEREAS**, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

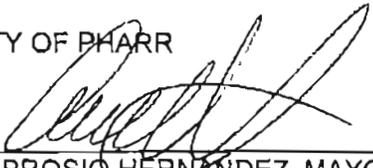
**WHEREAS**, the City Commission needs to appoint/re-appoint five (5) members to the Toll Bridge Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:** The following members are hereby appointed to the Toll Bridge Board:

<u>NAME</u>	<u>POSITION # 1</u>
1. PHIL DYRE	LENGTH OF TERM 8/01/16
2. LARRY HERNANDEZ	<u>POSITION # 2</u> LENGTH OF TERM 8/01/16
3. EDGAR DELGADILLO	<u>POSITION # 3</u> LENGTH OF TERM 8/01/16
4. PERLA TAMEZ	<u>POSITION # 4</u> LENGTH OF TERM 8/01/16
5. ADALBERTO CAMPERO	<u>POSITION # 5</u> LENGTH OF TERM 8/01/16

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 16<sup>th</sup> day of June, 2015.

CITY OF PHARR

  
\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

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



**AGENDA ITEM REQUEST**

MEETING DATE: ~~6-11-15~~ 7-1-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Resolution to create and appoint the "Your Vision! Pharr 2025 – Pharr Into the Future" Stakeholders group

PARTY MAKING THE REQUEST: Development Services

NATURE OF THE REQUEST: Resolution Adoption

**BUDGET:**

EXPENDITURE REQUIRED: \$ 0

CURRENT BUDGET: \$ 0

ADDITIONAL FUNDING: \$ 0

**ROUTING:**

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

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

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

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

**APPROVAL:**

DEPT. HEAD: *E. Wylie*

DATE: 6-11-15

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

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

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

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

**STAFF RECOMMENDATION:**

Staff is recommending approval of the Resolution to Create and Appoint the Stakeholder Group

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

STATE OF TEXAS

§

CITY OF PHARR

§

§

RESOLUTION

NO: \_\_\_\_\_

**WHEREAS**, Appendix A, Zoning Ordinance No. 82-13, of the City of Pharr Code of Ordinances states that a comprehensive master plan shall be enacted to promote the safety, health and general welfare of the community; and

**WHEREAS**, the previous Land Use and Throughfare Plan prepared in 2000 is out of date due to changing conditions and does not address other elements of long-range planning in details such as land use, transportation, economic development, housing and the extra-territorial jurisdiction; and

**WHEREAS**, on January 22, 2015. The City entered into an Inter-local Agreement with Texas A&M university for general oversight and preparation of an update to the Pharr Into the Future Comprehensive Master Plan; and

**WHEREAS**, the City of Pharr City Commission hereby creates a Stakeholder Group, to serve without compensation and at the pleasure of the City Commission; and

**WHEREAS**, City of Pharr City Commission seeks to appoint the members of the Stakeholder Group, which is to be a temporary advisory board to the Planning Commission.

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

The City of Pharr City Commission hereby officially creates and appoints a 15 member Stakeholder Group, and designates the following persons as members of such Committee.

The following residents of the City of Pharr are hereby appointed as members of the Pharr into the Future Master Plans Steering Committee.

**NAME:**

**LENGTH OF TERM**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

- 7.
- 8.
- 9.
- 10.
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- 15

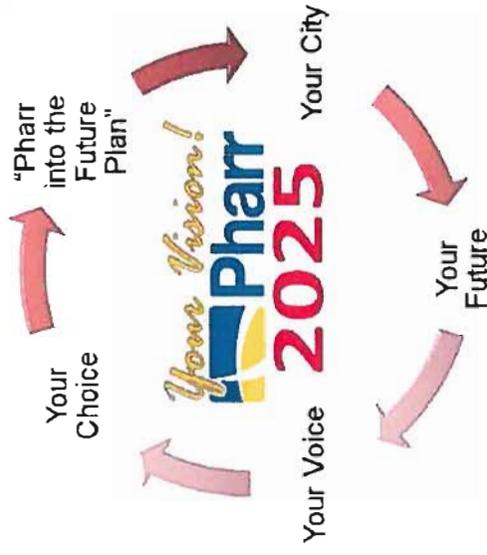
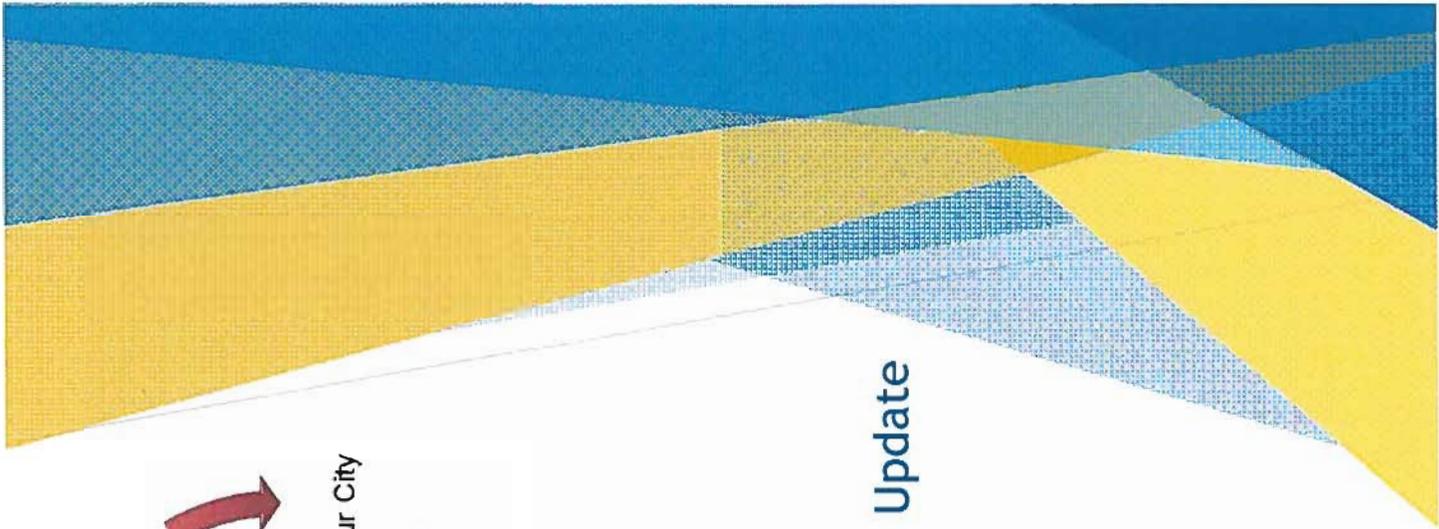
**PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

CITY OF PHARR

\_\_\_\_\_  
Ambrosio Hernandez, Mayor

ATTEST

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



# Development Services

Your Vision! Pharr 2025 - Comprehensive Plan Update

▶ The City of Pharr is undertaking the Updated Comprehensive Planning process, exploring many economic, social and cultural aspects of the City's future.

This planning process will:

- \* Provide a strategic direction for the city's future;
- \* Identify assets, opportunities, and needs;
- \* Identify issues that must be addressed in order to reach a common vision;
- \* Bring together all the city-based sector plans to provide a unified City Plan;
- \* Culminate vital surveys and public feedback into this joint collaborative effort to develop the **"Your Vision! Pharr 2025 - Pharr into the Future"** Comprehensive Plan.

Staff from the Texas A&M University Engineering Extension Service (TEEX) have been meeting with all departments and compiling data and information to update the plan.

The next major step is to hold a series of public meetings in different areas of the City and appoint a Stakeholder Group to conduct SWOT Analysis' (Strengths, Weakness, Opportunities and Threats) on the inputs deemed most valuable by the citizens of Pharr.

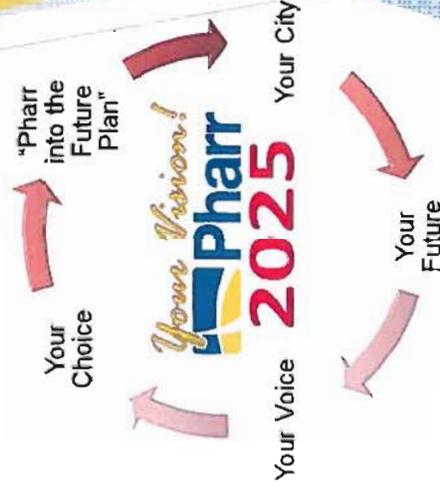
**Staff is recommending the public meetings be concentrated on the following topics:**

**IMAGE**

- Quality of Life
- Image of the City of Pharr as a place to live and do business
- School image and relation with City
- Image control and public relations techniques
- Business incentives
- Economic stability
- Recycling
- Public health and medical facilities

**LAND USE**

- New Zoning Districts (to include, overlay districts, entertainment districts and downtown district)
- Incorporate Parks Master Plan
- Re-categorize zoning districts
- Target housing and neighborhood revitalization areas
- Community facilities and services (libraries, police sub-stations)



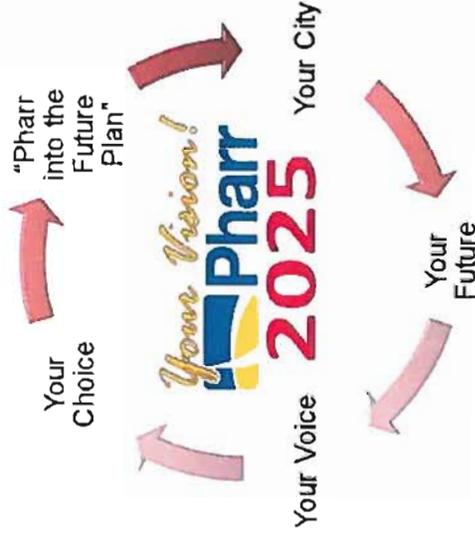
Staff is recommending the public meetings be concentrated on the following topics:

## ECONOMIC DEVELOPMENT

- E-Government
- Tourism/Eco-tourism/Sports Tourism
- Promotion of International Bridge
- Tax Increment Financing Zones (TIF)
- Bond Rating
- Certificates of Obligation
- General Obligation Bonds
- Revenue Bonds
- Property Tax Rates
- Sales Tax
- Hotel/Motel Tax
- Fees
- Other funding sources

## TRANSPORTATION

- Bus stations (inter-city/intra-city)
- Street ROW
- Thoroughfare Plan
- State and Federal Public Aid Systems
- Metropolitan Planning Organization
- Regional Mobility Authority



Staff is recommending the public meetings be concentrated on the following topics:

**ANNEXATION / EXTRA-TERRITORIAL JURISDICTION**

- Master Planned Community
- Land Use Mix
- Financing Options/TIRZ/EDC
- Facility Planning and Costs (water, wastewater, roadways, etc.)



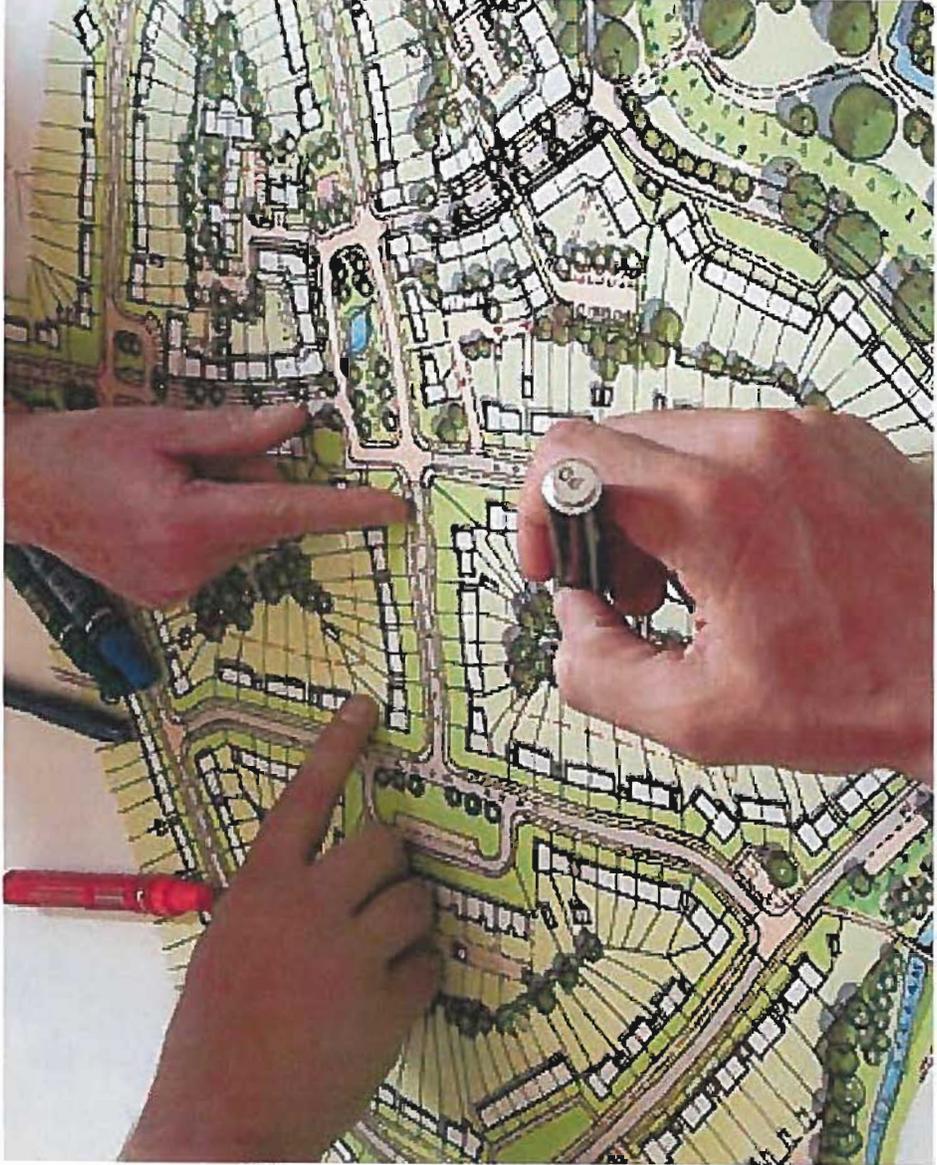
**Staff is also recommending Private and/or Corporate citizens from the following disciplines be appointed to the 15 member Stakeholders Group and report back to the City Commission with results and recommendations:**

- Nonprofit/charitable/community organization
- Small business owner
- Large business owner
- City government
- County government
- Medical Field
- Education
- Youth
- Older adults
- Faith based
- New resident
- Long term resident
- Public safety
- Housing
- Transportation



THE FOLLOWING  
SLIDES ARE FOR  
INFORMTIONAL  
PURPOSES OF THE  
CITY COMMISSION AND  
ARE NOT PART OF THE  
FORMAL  
PRESENTATION.

# The City of Pharr Comprehensive Plan Update



*Shaping  
the  
Future  
of Pharr*

*Keeping  
our  
Priorities  
in Line*

## What is a Comprehensive Plan and why do we need it?

The Comprehensive Plan will illustrate and provide an overall strategy for how the City of Pharr intends to shape itself over time. It is a framework that provides over-arching policy direction and serves as the “Umbrella” document for all the individual Plans. It will serve as a guide to making decisions regarding land use, development, zoning and capital improvements.

Some current policies from the 2000 Plan will remain in the new plan because they reflect a continuing and long-term strategic direction that is still important to the City of Pharr.

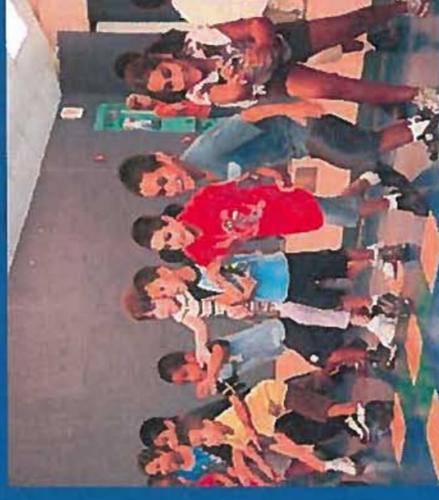
Other goals and policies will be added to address issues that were not as critical on the late 1990’s but that are important to shape the City of Pharr of the 21<sup>st</sup> Century. For example, recycling and the use of renewable energy sources was not addressed in the 2000 Comprehensive Plan but is a very important and viable concern today.



## What will be included in the updated Comprehensive Master Plan?

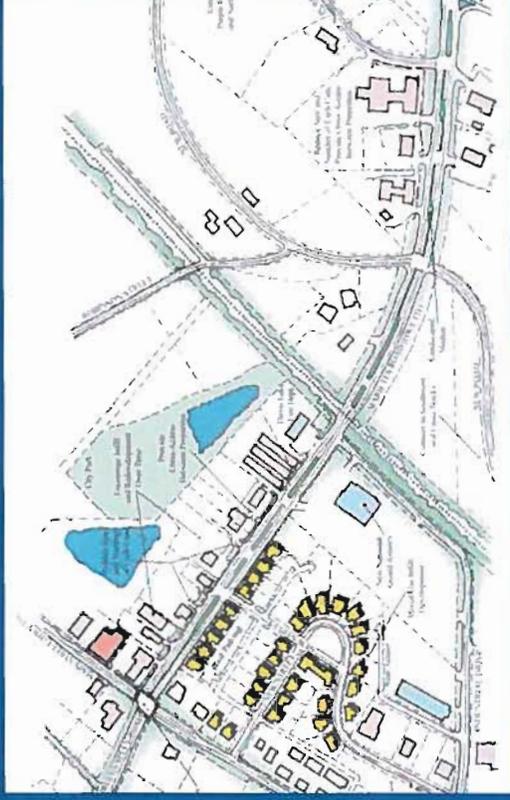
The updated Comprehensive Master Plan will be broken up into **five (5)** major components, these components are what is required for the update, but are by no means limited to or all inclusive:

- 1. IMAGE**
- 2. LAND USE**
- 3. ECONOMIC DEVELOPMENT**
- 4. TRANSPORTATION**
- 5. ANNEXATION / EXTRA-TERRITORIAL JURISDICTION**



## Current Plans and Documents to be Included and/or Updated

- City of Pharr – Parks Master Plan
- City of Pharr - Preservation Master Plan
- City of Pharr – Water System Master Plan
- City of Pharr – Wastewater System Master Plan
- Utility and Infrastructure GIS Mapping Data
- LRDVDC Regional Strategic Plan
- City of Pharr - Potable Water Master Plan
- Lift Stations Evaluations 1997
- Hidalgo County Thoroughfare Plan
- Rio Grande Valley Regional Mobility Plan
- US 281/Pharr International Bridge Corridor Study
- US Census Data



The geographical scope of the update will include:

- Current corporate boundaries of the City of Pharr;
- Extra-territorial jurisdictions.

Staff anticipates this new plan will have an effective **shelf life of 10-15 years**. The update process must include and consult with the following:

- A comprehensive citizen and community participation program;
- Extensive consultation with interested agencies, business' and organizations;
- City staff, appointed officials and elected officials.



**Vision:** Provide a sustainable mix of land uses that will maintain the quality of life elements that will enhance the livability of the City of Pharr and promote economic development and redevelopment at appropriate locations.

**GOAL 1.0-** Promote the City of Pharr as a community in which to live, work and play.

**GOAL 2.0-** Protect existing residential uses from the impacts of new suburban developments.

**GOAL 3.0-** Manage growth to achieve an efficient and orderly community.

**GOAL 4.0-** Provide a diversity of quality housing types for all ages and income levels.

**GOAL 5.0-** Promote commercial, retail, and employment land uses that are compatible with adjacent land uses and meet economic goals.

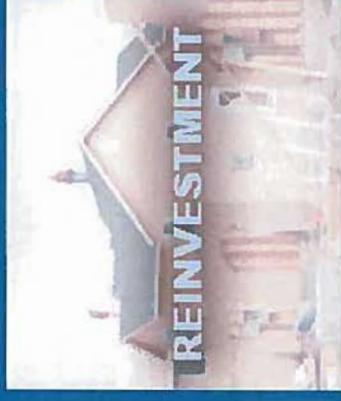
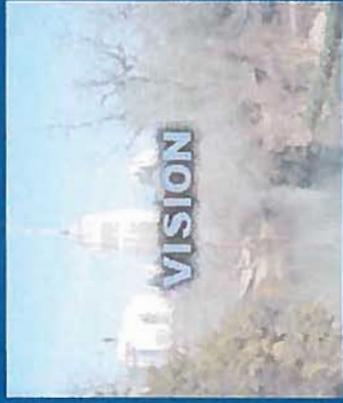
**GOAL 6.0-** Direct development into identified growth areas.

**GOAL 7.0-** Reduce automobile dependency in growth areas by efficient organization of land uses and other methods.

**GOAL 8.0-** Promote cost efficient and logical expansion of infrastructure .



# HOW DO WE REACH OUR ULTIMATE GOAL?





**AGENDA ITEM REQUEST**

MEETING DATE: 7-1-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Resolution to rescind offer and forego Eminent Domain Proceedings

PARTY MAKING THE REQUEST: Edward Wylie

NATURE OF THE REQUEST: Resolution Adoption

**BUDGET:**

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

**ROUTING:**

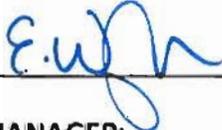
LEGAL: \_\_\_\_\_

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

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

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

**APPROVAL:**

DEPT. HEAD:  DATE: 6-25-15

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

CITY MANAGER:  DATE: 6/26/15

**STAFF RECOMMENDATION:**

**Property is no longer needed for STC, staff is recommending to cancel all negotiations to purchase the property**

RESOLUTION NO. R-2015 \_\_\_\_\_

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

**A RESOLUTION RESCINDING RESOLUTION R-2015-20 DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY;  
RATIFICATION OF PRIOR ACTS**

**WHEREAS**, the City of Pharr after conferring with interested political subdivisions including but not limited to educational institutions has determined the property described as:

*A 39.65 ACRES TRACT OF LAND MORE FULLY DESCRIBED AS: KELLY PHARR TRACT S 20 AC - LOT 252 19.24 AC and KELLY PHARR TRACT NE PT OF 261 19.86 AC and KELLY PHARR TRACT NE 1/2AC OF 262 .45 AC, PHARR, HIDALGO COUNTY, TEXAS*

no longer would accommodate the need for specific facilities and growth for public use. As a result, all notices related to initiation of any legal proceedings and intentions as to the above land are to be rescinded herein.

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

**SECTION 1: RESCISSION OF EMINENT DOMAIN AUTHORITY.**

A. Be it known that hereafter, the City of Pharr rescinds, revokes, and withdraws Resolution R-2015-20 and any intent, notices, and legal proceedings related to *A 39.65 ACRES TRACT OF LAND MORE FULLY DESCRIBED AS: KELLY PHARR TRACT S 20 AC - LOT 252 19.24 AC and KELLY PHARR TRACT NE PT OF 261 19.86 AC and KELLY PHARR TRACT NE 1/2AC OF 262 .45 AC, PHARR, HIDALGO COUNTY, TEXAS.*

B. Any and all personnel, officers, officials, and the City Attorney are directed to terminate any eminent domain proceedings and actions. The City of Pharr, reserves for itself, the right to amend any resolution and any other final action necessary to institute and adopt legislative provisions and legal proceedings.

**SECTION 2: SAVINGS CLAUSE.**

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

**SECTION 3: SEVERABILITY CLAUSE.**

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

**SECTION 4: EFFECTIVE DATE.**

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

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

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

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO "AMOS" HERNANDEZ,  
MAYOR

ATTEST:

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

The State of Texas

§  
§  
§  
§  
§

Resolution No. R-

County of Hidalgo

City of Pharr

**WHEREAS**, the City of Pharr has identified a collapsed section of the manhole in sanitary sewer collection system located on 1301 E Jones (in the rear) known as the "Old St Jude" lift station wet well in the city of Pharr, Hidalgo County, Texas; and

**WHEREAS**, because of the collapsed manhole, vacuum trucks have been working to vacuum up sewage to prevent sewage from backing up and minimized or prevent sewage from entering into homes in the affected areas; and

**WHEREAS**, the City of Pharr is taking corrective action to prevent violating TPDES Permit No. 10596-001 permit condition 2.d., which states, "Shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment";

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, that the City Manager of the City of Pharr, Texas, is hereby authorized to declare this an emergency and take the necessary corrective measures to prevent any adverse effect on human health or the environment.

**READ, PASSED AND APPROVED 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



**AGENDA ITEM REQUEST**

MEETING DATE: ~~June 16, 2015~~ 7-1-15

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM: Consideration and action, if any on Resolution related to the proposed posted speed limit for the Owassa Road widening project from Jackson Road to I-69.

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

NATURE OF THE REQUEST: Requesting that the posted speed limit within that section not to exceed 40 MPH.

**BUDGET:**

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$ 0

**ROUTING:**

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

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

**APPROVAL:**

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

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

CITY MANAGER:  \_\_\_\_\_ DATE: 6/11/15

**STAFF RECOMMENDATION:**

Staff recommends approval. This resolution is required in order for TxDOT Environmental Division to clear the FONSI for the Owassa Road Project.



## Memorandum

**To:** Juan Guerra – Interim City Manager

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

**Date:** June 11, 2015

**Re:** **Agenda Item - Consideration and action, if any on Resolution related to the proposed posted speed limit for the Owassa Road widening project from Jackson Road to I-69.**

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Juan:

The Texas Department of Transportation has asked us to provide a commitment in writing stating that the posted speed limit on Owassa Road from Jackson Road to I-69, will not exceed 40 mph unless a noise wall/barrier is installed as required by the findings on the Traffic Noise Analysis Study conducted in November of 2013.

TxDOT's Environmental Division has made this a requirement in order to clear the FONSI for this project. Attached is the resolution.

**RESOLUTION NO. R-2015- \_\_\_\_\_**

**WHEREAS**, Owassa Road is an off - state system, major urban collector that divides the city of Pharr to the south and the city of Edinburg to the north. The existing facility is a two - lane undivided roadway with no shoulders and a varying pavement width between 22 and 24 feet; and

**WHEREAS**, the proposed Owassa Road widening project would add capacity to the existing facility by providing a four lane roadway with a continuous center left - turn lane. The expanded facility would measure approximately 66 feet wide and would extend from Jackson Road to I-69-C for a total distance of 1.2 miles; and

**WHEREAS**, a traffic noise analysis was conducted in accordance with the Texas Department Of Transportation *2011 Guidelines for Analysis and Abatement of Highway Traffic Noise* due to the added capacity being proposed to the existing facility; and

**WHEREAS**, the findings of such study indicated that a posted speed limit in excess of 40 mph would have a traffic noise impact on adjacent areas and noise abatement measures would have to be provided:

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

The City of Pharr will increase the speed limit from 30 mph to 40 mph on Owassa Road from Jackson Road to I-69-C after the widening and reconstruction of said roadway is completed but shall install a noise wall/barrier as required by the Traffic Noise Analysis Study conducted in November 2013 for Owassa Road in accordance with TxDOT Practices if the posted speed limit exceeds 40 mph.

The City adopts Resolution No. R-2015-\_\_\_\_\_ approving the changes mentioned.

The Mayor is hereby authorized to act on behalf of the City in all matters related to this project.

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

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS** on this \_\_\_\_\_ day of June, 2015,

ATTEST:

CITY OF PHARR

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

\_\_\_\_\_  
AMBROSIO HERNANDEZ  
MAYOR



interoffice  
MEMORANDUM

**To:** Mayor and City Commission

**From:** Imelda Barrera, Assistant City Clerk *CPB*

**Subject:** Agenda Item – Consultation with the Board of Commissioners on pending Personnel Action Forms.

**Date:** July 1, 2015

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No backup information is needed for this item.

Thank you.



interoffice  
MEMORANDUM

**To:** Mayor and City Commission

**From:** Imelda Barrera, Assistant City Clerk *U.B.*

**Subject:** Agenda Item – Consultation with the Board of Commissioners on review of the city organization structure.

**Date:** July 1, 2015

---

No backup information is needed for this item.

Thank you.



RECEIVED  
JUN 23 2015

CITY MANAGERS OFFICE

**AGENDA ITEM REQUEST**

MEETING DATE: 7/8 2015

INITIATED BY: Javier Rodriguez DEPARTMENT: CDBG

AGENDA ITEM: Community Development Block Grant Resolution on Action Plan 2015  
(For Discussion/Approval: Action Plan 2015)

PARTY MAKING THE REQUEST: CDBG Office

NATURE OF THE REQUEST: Action Plan Approval to Submit to HUD

**BUDGET:**

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

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

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

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

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

**APPROVAL:**

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

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

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

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

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

DATE: 6/23/15

**STAFF RECOMMENDATION:**

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

# MEMORANDUM

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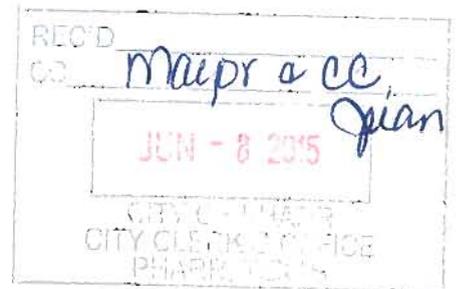
DATE: June 3, 2015

TO: **Mayor, Dr. Ambrosio Hernandez**  
**City Commissioners:**  
Eleazar Guajardo, Place 1  
Roberto Carrillo, Place 2  
Oscar Elizondo, Place 3  
Edmund Maldonado, Place 4  
Ricardo Medina, Place 5  
Mario Bracamontes, Place 6  
**Interim City Manager, Juan G. Guerra**

FROM: **Director of CDBG, Javier Rodriguez**

*JR*

**SUBJECT: *Community Development Block Grant (CDBG):  
Approval of Action Plan 2015***



Please be advised that the CDBG Office is currently working on finalizing the City of Pharr's Action Plan 2015; the Action Plan is due at the U.S. Department of Housing & Urban Development's San Antonio Office by August 15, 2015. Attached with this memorandum page is (1) a brief synopsis of the CDBG's programmatic system of rules, and (2) a spreadsheet of all agencies that submitted an application requesting CDBG funds with the accompanying 2015 recommendations.

The CDBG Office has complied with three (3) public hearings and a 30-day Comment Period soliciting citizen's participation on the recommendations. At this time, the only item pending is for City Commission to review and approve the Community Development Council's recommendations. City Commission has the authority to change and approve any or all of the recommended awards.

The development of the action plan commences on the month of January and is completed in August, annually. The program year is administered from October 1<sup>st</sup> through September 30<sup>th</sup> of the following year. If you have any questions on this City Commission agenda item or would like to meet and further discuss the implementation and objectives of the CDBG program, do not hesitate to contact me or Santiago Salinas, CDBG Manager at (956) 702-5360.

CDBG PY 2015-2016					
	AGENCY	AMOUNT REQUESTED	CDC RECOMMENDATIONS	COMMISSION APPROVAL	
	ADMINISTRATION 20%	\$ 222,469.00	\$ 222,469.00		
	SEC. 108 LOAN	\$ 400,000.00	\$ 400,000.00		
1	COMMUNITY ACTION CORP	\$ 100,000.00	\$ 56,000.00		
2	FIRE DEPT. LUCAS-CHEST COMPRESSION	\$ 15,000.00	\$ -		
3	FIRE DEPT. LASER EXTINGUISHER	\$ 16,000.00	\$ -		
4	FIRE DEPT. SPARKY FIRE TRUCK	\$ 10,727.00	\$ 10,727.00		
5	FIRE DEPT. CAMERAS	\$ 36,000.00	\$ 36,000.00		
6	FIRE DEPT. 4MONITORS	\$ 9,112.00	\$ -		
7	FIRE DEPT. 911 REALITY TRAINING	\$ 10,000.00	\$ -		
8	FIRE DEPT. AIR PHONE INTERCOME	\$ 12,118.75	\$ -		
9	PARKS & RECREATION-NATURE PARK	\$ 300,000.00	\$ 240,000.00		
10	PHARR PUBLIC WORKS	\$ 173,000.00	\$ -		
	<b>TOTAL NON-PUBLIC SERVICES</b>	<b>\$ 681,957.75</b>	<b>\$ 342,727.00</b>		
11	AMIGOS DEL VALLE	\$ 10,000.00	\$ 7,000.00		
12	AREA AGENCY ON AGING	\$ 5,000.00	\$ 5,000.00		
13	BOYS & GIRLS CLUB	\$ 175,000.00	\$ 60,000.00		
14	CASA OF HIDALGO CO.	\$ 5,000.00	\$ -		
15	CHILDREN'S ADVOCACY CENTER	\$ 15,000.00	\$ 5,000.00		
16	DENTIST WHO CARE	\$ 20,000.00	\$ 9,000.00		
17	DOWN TOWN ASSISTANCE PROGRAM	\$ 40,000.00	\$ -		
18	FIRE PREVENTION EDUCATION	\$ 6,000.00	\$ 5,000.00		
19	FOOD BANK	\$ 25,000.00	\$ 9,000.00		
20	GOOD SAMARITAN SERVICES	\$ 10,000.00	\$ 5,000.00		
21	LRGVDC-VALLEY METRO	\$ 35,000.00	\$ 32,000.00		
22	MUJERES UNIDAS	\$ 10,000.00	\$ 5,000.00		
23	RGV LITERACY CENTER	\$ 25,000.00	\$ 9,000.00		
24	RGV-FAMILIES OF MURERED CHILDREN	\$ 5,000.00	\$ -		
25	SALVATION ARMY	\$ 5,000.00	\$ 5,000.00		
26	SILVER RIBBON COMMUNITY PARTNERS	\$ 10,000.00	\$ -		
27	SU CASA DE ESPERANZA	\$ 15,000.00	\$ 9,000.00		
	<b>TOTAL PUBLIC SERVICES</b>	<b>\$ 416,000.00</b>	<b>\$ 165,000.00</b>		
	<b>PY 2015-2016</b>	<b>\$ 1,130,196.00</b>			
	<b>20% admin</b>	<b>\$ 226,039.20</b>	<b>ADMINISTRATION</b>	<b>\$ 222,469.00</b>	
	<b>SEC108</b>	<b>\$ 400,000.00</b>	<b>SECTION 108</b>	<b>\$ 400,000.00</b>	
	<b>Non Public Services</b>	<b>\$ 343,196.00</b>	<b>NON-PUBLIC SERVICES</b>	<b>\$ 342,727.00</b>	
	<b>15%Public Services</b>	<b>\$ 169,529.40</b>	<b>PUBLIC SERVICES</b>	<b>\$ 165,000.00</b>	

## **CDBG OBJECTIVES**

The primary objectives of the Community Development Block Grant (CDBG) Program are the development of viable urban communities by providing (1) affordable, decent housing, (2) a suitable living environment, and (3) expanding economic opportunities, principally for persons of low and moderate income. Any activity may be financed in whole or in part by CDBG funds only if it accomplishes one of the following national objectives of the block grant program:

**A. Principally benefit low moderate income persons**

At least 70% of the City's CD funds must be used for activities that benefit low and moderate income persons. The low and moderate income benefit is determined either by the income of the household receiving CD services or by geographical location.

**B. Aid in the prevention of elimination of slums and blight**

If, instead of qualifying under the low/moderate income benefit provision, the activity qualifies under the prevention or elimination of slums and blight provision, it must:

1. be in a slum, blight, deteriorated, or defined by state or local law; and the area must contain a number of deteriorated or dilapidated buildings or improvements throughout the area. Activities undertaken must be designed to address one or more of the conditions which qualify the area, or
2. be designed to eliminate the specific conditions of blight or physical decay on a spot basis not located in the slum or blighted area.

**C. Be designed to meet a need having a particular urgency**

To qualify under these criteria an activity must be "designed to alleviate a serious and immediate threat to health or welfare of the community which is of recent origin" and which the city is unable to finance out of its own other sources.

In order to achieve its goal within the permissible limits of three national objectives, the City may contract with agencies who present unique opportunities for the City to maximize the beneficial impact of its resources. Agencies that have programs which are uniquely designed to meet the needs of low and moderate income persons are encouraged to submit a prospectus for consideration.

CDBG Program Administration cap is 20% of the Entitlement Annual Allocation  
CDBG Program Public Services cap is 15% of the Entitlement Annual Allocation

**Definition of CDBG**

CDBG stands for Community Development Block Grant. Through the Housing and Community Development Act of 1974, local government with populations of 50,000 or more become eligible for funds from the U.S. Department of Housing and Urban Development (HUD) to implement a wide range of programs and projects dealing with neighborhoods improvements and city services. In order to receive the funds under the CDBG Program, the City must file an application to HUD that contains the One Year Action Plan for the use of the funds. In 2013 the City submitted a Consolidated Plan & Strategy which assesses, identifies, and forecasts needs for up to five years. In addition, the City must comply with Federal laws concerning civil rights, payment of wages, environment review, monitoring requirements, fair housing and any other regulations. Most importantly, all funded activities must meet at least three national objectives which are: elimination of slum or blight and/or benefit of low-income families or persons and/or be of urgent need.

### **Primary Objectives**

Title 1 of the Housing and Community Act of 1974 as amended, authorizes the Community Development Block Grant (CDBG) to improve and enhance the quality of life for the citizens of Pharr, with emphasis on low and moderate-income persons residing in targeted areas of the city.

Specific Objectives must provide for the:

1. Promotion of diversity vitality of neighborhoods
2. Elimination of slums and blight, and deterioration of community facilities
3. Elimination of conditions detrimental to health, safety, and public welfare
4. Conservation and expansion of housing
5. Reduction of income group isolation within communities
6. Economic development, with emphasis on assisting low-income individuals

### **Census Tracts and Income**

The U.S. Census Bureau has divided the nation into census tracts for statistical tabulation purposes; Pharr has been divided into 9 tracts. Tracts of enumeration are generally designed to be relatively uniform with respect to a population count and/or number of households. Census tracts are further divided into block groups for other statistical purposes, in order for a block group within a census tract to be eligible for CDBG target area designation; at least 51% of its population must have a median income at or below 80% of Hidalgo County median income. The City utilizes the most recent 2010 census data.

### **Citizen Participation**

The citizens of Pharr are asked to identify problems that exist on a neighborhood scale, which impact low income households. The City Commission appoints 11 citizens to the Community Development Committee (CDC). To provide broad citizen participation, neighborhood meetings or public hearings are held by CDC and City staff to solicit public input. After the CDC makes their recommendation, the City Commission holds a public hearing to consider the CDC recommendations and subsequently approves the CDBG application.

### **Environmental Policies and Review**

The City is required to determine the impact of its community development projects or activities on environmental quality. Where applicable, multiple criteria including policies and various governmental regulations must be considered during the production of the environmental review, which is submitted to HUD with the One Year Action Plan.

### **Project Implementation**

Upon notification of funding approval, project coordinators must make arrangements to begin their projects as soon as the City receives approval from HUD to disperse funds. Any proposed project not scheduled to begin during that upcoming fiscal year will not be considered for funding. The reason for this is that HUD monitors the City as the City monitors the fund recipients. If at the end of the grant year a City sub-grantee or City project has not begun spending their allocated funds, the City's funds may be frozen or withdrawn by HUD. Any measure imposed by HUD of this nature would mean that the City would receive less funding in future years.

### General Requirements for CDBG funded Activity/Projects

- CDBG projects must be located within the low income areas of the City of Pharr.
- Projects may be funded either in whole or in part.
- Services may be funded based on negotiated unit cost to provide the service.
- **All agencies must provide beneficiary applications with each monthly report.**  
Confidential information can be whited out.
- Photos of funded activity must be provided at least on a quarterly basis (before/after, when applicable)
- Subrecipient Monthly Report due no later than the 10<sup>th</sup> of each month. Regardless of any reimbursement request, **REPORTS ARE DUE MONTHLY.**
- CDBG is a reimbursable program; expenses must be incurred to reimburse
- Equipment, materials, must be inventoried and labeled with stock number (if applicable). Please notify CDBG office when such items are purchased to set an inventory inspection appointment
- All beneficiaries must be accounted for only ONCE to avoid duplication of numbers
- By signing the Subrecipient Agreement, agency acknowledges having read the requirements and consents to abiding by them

## Sonia Hinojosa

---

**From:** Juan Guerra <juan.guerra@pharr-tx.gov>  
**Sent:** Thursday, June 18, 2015 1:37 PM  
**To:** 'Sonia H. Padron'  
**Cc:** 'Hilda Pedraza'  
**Subject:** Agenda

Please put on the July 1 agenda:

Consideration and action, if any, on PSJA ISD signage and plaque design and placement at the Pharr Aquatic Center

Please use the attachment as backup. Please note, PSJA is asking for the interior flag placements along with Natatorium Main Entrance 2.

Thank you,

Juan G. Guerra, CPA, MBA  
Interim City Manager  
P.O. Box 1729  
118 S. Cage Blvd.  
City of Pharr, TX 78577  
Phone: (956) 402-4000 ext. 1001  
[juan.guerra@pharr-tx.gov](mailto:juan.guerra@pharr-tx.gov)  
[www.pharr-tx.gov](http://www.pharr-tx.gov)

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This email contains attachments that are delivered for download using City of Pharr SmartAttach technology. The link(s) to the download(s) will expire on 2015/07/03 (15 days) and you will no longer be able to download the attachment after expiration.

Download Link 1/4: [Natatorium main entrance2\(1\).jpg](#) (1.83 MB)

Download Link 2/4: [Natatorium Interior2\(1\).jpg](#) (2.27 MB)

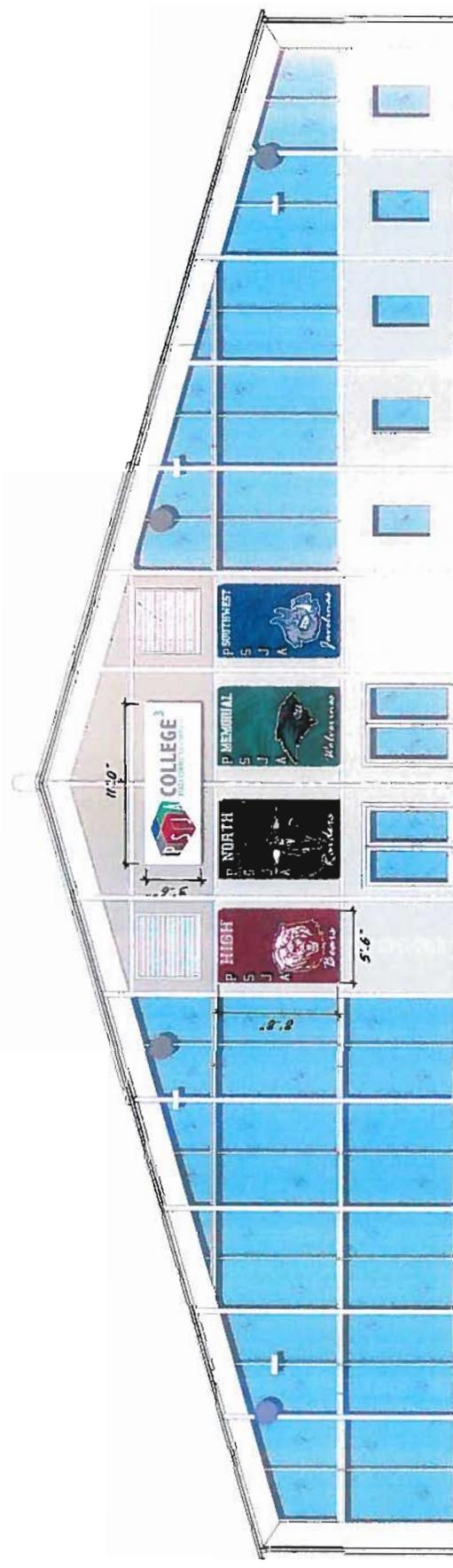
Download Link 3/4: [Aquatics southeast entrance.jpg](#) (2.82 MB)

Download Link 4/4: [Natatorium main entrance1\(1\).jpg](#) (1.84 MB)

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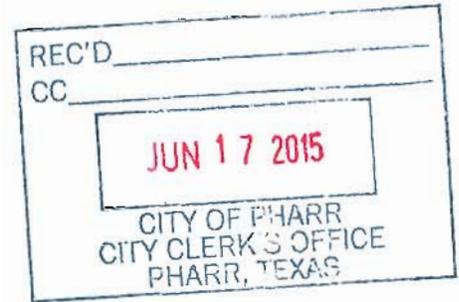






June 9, 2015

Juan Guerra  
Interim Pharr City Manager  
118 South Cage Blvd. / PO Box 1729  
Pharr, TX 78577



Dear Mr. Juan Guerra,

I am writing to request your consideration to provide the Boggus Ford Center free of charge for the annual 2015-2016 DAP Banquets for PSJA High School, PSJA North ECHS, PSJA Southwest ECHS and PSJA Memorial ECHS. The dates being requested are as follows:

PSJA Memorial ECHS	May 16, 2016
PSJA Southwest ECHS	May 17, 2016
PSJA North ECHS	May 18, 2016
PSJA Early College School	May 19, 2016

In addition, I am also requesting the use of the events center for the graduation of PSJA Thomas Jefferson TSTEM Early College High School on May 26, 2016.

Please let me know if these dates will be available for setup purposes. If you have any questions, please call me at (956) 354-2009. Thank you in advance for your consideration.



Daniel P. King, PhD  
Superintendent of Schools



6/18/15

**START COLLEGE NOW! COMPLETE EARLY! GO FAR!**

601 E. Kelly St., Pharr, TX 78577 P: (956) 354-2000 F: (956) 354-3000 [www.psjaisd.us](http://www.psjaisd.us)

*It is the policy of Pharr-San Juan-Alamo ISD not to discriminate on the basis of sex, disability, race, color, religion, national origin or age.*

## Hilda Pedraza

---

**From:** Edmund Maldonado [REDACTED]  
**Sent:** Monday, June 22, 2015 5:07 PM  
**To:** hilda.pedraza@pharr-tx.gov  
**Subject:** Sponsorship

Spoke w mayor  
Please add sponsorship to agenda  
500.00 donation for Juleanty pageant

Sent from my iPhone



**AGENDA ITEM REQUEST**

MEETING DATE: 7-1-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Counter Offer for land purchase

PARTY MAKING THE REQUEST: Edward Wylie

NATURE OF THE REQUEST: Staff has received a counter offer from the property owner for the land purchase

**BUDGET:**

EXPENDITURE REQUIRED: \$Unknown

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

**ROUTING:**

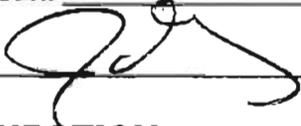
LEGAL: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**APPROVAL:**

DEPT. HEAD:  DATE: 6-25-15

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

CITY MANAGER:  DATE: 6/26/15

**STAFF RECOMMENDATION:**

**Staff is recommending to authorize a counter offer or initiate Eminent Domain Proceedings. NO backup data was provided with the counter offer to support it.**

Oscar Santos  
1200 E. Jackson Ave.  
Pharr, Tx. 78577

6-23-2015

The Legal description of your property is:

**The West 5 acres out of the South 10 acres of Lot 327, aka Lot 3, KELLY-PHARR  
SUBDIVISION, City of Pharr, Hidalgo County, Texas.**

To Whom It May Concern:

I Oscar Santos the owner of the said property, have read the Pharr City Commission letter of attempt to purchase the property. I will not accept the City of Pharr formal offer of \$150,000.00 for the property rights. I will make a counter offer of \$425,000.00 for the above described property. If you should have any other questions feel free to call my office at 956-618-4504.

Thank you,

  
Oscar Santos



"Triple Crown City"



MAYOR  
Ambrosio "Amos" Hernández

June 18, 2015

Oscar Santos  
1200 E. Jackson Ave.  
Pharr, TX 78577-6162

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

The Legal description of your property is:

**The West 5 acres out of the South 10 acres of Lot 327, aka Lot 3, KELLY-PHARR SUBDIVISION, City of Pharr, Hidalgo County, Texas.**

Mr. Santos:

The Pharr City Commission has recently passed Resolution No. R-2015-45 authorizing staff to acquire the property described above. The City of Pharr has determined that this property is necessary for the furtherance of public improvements and associated projects that are beneficial to the residents and inhabitants. The City of Pharr has determined it is necessary to establish procedures for determining just compensation for the parcel to be acquired. My task is to coordinate all activities pertaining to the acquisition of this property.

In accordance, the City of Pharr is making a formal offer of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS and no/100 (\$150,000.00)** for the required property rights, save and except oil, gas and Sulphur rights with no right of exploration on the above described property, subject to clear title being secured.

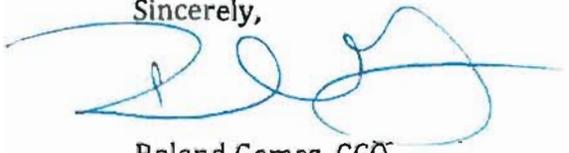
If you desire to accept this offer or make a counter offer, please advise me as soon as possible. **If this offer is not accepted within ten (10) days from the date of this letter, it must be considered as having been rejected.** If you elect to reject this offer, eminent domain proceedings will be initiated by the City of Pharr. Thereafter, the Court will appoint three disinterested freeholders to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commission will hear the evidence presented and arrive at an award which will be filed with the Court. The City may then deposit the amount of the award with the Court, at which time the City of Pharr will be entitled to take possession of the property involved.

After deposit is made, you may withdraw your share of the award. If the award exceeds the amount of the subsequent judgment, you are required to repay the City the excess amount. If either you or the City is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

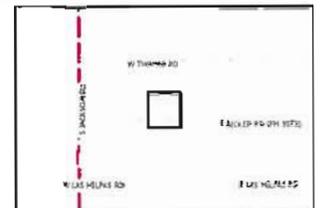
Please make arrangements to contact me at 956-402-4242 at your earliest convenience so that we may negotiate for the acquisition. You may also come by the office at 118 S. Cage Blvd., 1<sup>st</sup> floor.

I have enclosed a copy of the Appraisal for your information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roland Gomez', with a stylized flourish extending to the right.

Roland Gomez, CCO  
Senior City Planner  
Pharr Development Services





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THE STATE OF TEXAS  
LANDOWNER'S  
BILL OF RIGHTS

---

PREPARED BY THE



OFFICE OF THE  
ATTORNEY GENERAL OF TEXAS



# STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

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This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use. determine the value of your property or to assist you in any condemnation proceeding.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

## CONDEMNATION PROCEDURE

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Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

## HOW THE TAKING PROCESS BEGINS

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The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

## CONDEMNATION PROCEEDINGS

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If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

## SPECIAL COMMISSIONERS' HEARING

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After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

## SPECIAL COMMISSIONERS' AWARD

After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, if the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

## OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

## DISMISSAL OF THE CONDEMNATION ACTION

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

## RELOCATION COSTS

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If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. However, during condemnation proceedings, reimbursement for relocation costs may not be available if those costs are separately recoverable under another law. Texas law limits the total amount of available relocation costs to the market value of the property being moved. Further, the law provides that moving costs are limited to the amount that a move would cost if it were within 50 miles.

## RECLAMATION OPTIONS

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If private property was condemned by a governmental entity, and the public use for which the property was acquired is canceled before that property is used for that public purpose, no actual progress is made toward the public use within ten years or the property becomes unnecessary for public use within ten years, landowners may have the right to repurchase the property for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

## DISCLAIMER

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The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

## ADDITIONAL RESOURCES

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Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.

**Restricted Appraisal Report**

**Property Address:**

800 Block of Dicker Road  
Pharr, Texas

**Owner:**

Oscar Santos

**Prepared For**

Mr. Ed Wylie  
CITY OF PHARR  
118 S. Cage Blvd.  
Pharr, Texas 78577

**Date of Report**

June 5, 2015

**Aguirre & Patterson, Inc.**

Real Estate Appraisal & Consulting Services

# Aguirre & Patterson, Inc.

REAL ESTATE APPRAISERS  
JOE W. PATTERSON, MAI, SRA

BETO R. AGUIRRE, Associate  
CONNIE C. FIELDER, Associate  
JOE E. CHEANEY, Associate  
BILLY G. DOYLE, Associate  
KIM E. RANSON, Associate  
TISH KEATING, Associate  
JAIME J. AGUIRRE, Associate

CHRIS THOMPSON, Associate  
ELIZABETH RUBIO, Associate  
IRENE B. THOMPSON, Associate  
BRIAN K. PAYNE, Associate  
SIDNEY MEADOWS, Associate

June 5, 2015

Mr. Ed Wylie  
CITY OF PHARR  
118 S. Cage Boulevard  
Pharr, Texas 78577

Re: A Restricted Appraisal Report of a 4.2 net acre tract of land located in the 800 Block of West Dicker Road in Pharr Texas, 78577; Oscar Santos.

Dear Mr. Wylie:

This is a restricted appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it represents no discussions of the data, reasoning, and analyses that are used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and is intended for client use only. The rationale for how the appraisers arrived at the opinions and conclusions set forth in this report may not be understood properly without additional information in the appraisers' workfile. The appraisers are not responsible for the unauthorized use of this report.

**PURPOSE OF THE APPRAISAL:** The purpose of the appraisal is to provide the appraisers' best opinion of the market value "as is" of the subject real estate as of the date of this report and subject to certain Assumptions and Limiting Conditions contained herein.

**INTENDED USE OF THE REPORT:** The intended use of this appraisal is for purchase consideration.

**INTENDED USER OF REPORT:** The intended user of this appraisal is the City of Pharr only.

**LEGAL DESCRIPTION:**

The Wet 5 acres out of the South 10 acres of Lot 327, aka Lot 4, KELLY-PHARR SUBDIVISION, City of Pharr, Hidalgo County, Texas. (Subject to Survey)

**DEFINITION OF MARKET VALUE:** The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from the seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Sources: The Office of the Comptroller of Currency 12 C.F.R., Part 34, Subpart C-1 Appraisals 34-42 Definition (g); and, The Code of Federal Regulations, Title 12, Chapter III, Subchapter B, Sect. 323.2(g).

INTEREST VALUED: Fee Simple.

EFFECTIVE DATE OF VALUE: June 5, 2015

DATE OF REPORT: June 5, 2015

SCOPE OF THE APPRAISAL: In preparing this appraisal, the appraisers did the following: completed a drive-by inspection of the subject property; obtained information from the Hidalgo County Appraisal District regarding the subject property; analyze data such as demographics, supply and demand, property size, location and zoning; perform a highest and best use analysis of the subject property; applied the Sales Comparison Approach to arrive at an estimate of market value; and presented the value opinion in a Restricted Appraisal Report format.

REAL ESTATE APPRAISED: The subject property consists of a rectangular shaped tract of land with approximately 330 feet of frontage along the north side of Dicker Road, and a gross depth of 660 feet (subject to survey). The subject tract contains approximately 5 acres gross. The appraisers assume that the subject property is encumbered by the same ROW that affects the adjacent tract to the east: the South 20 feet which is located within the Dicker Road ROW and the North 80 feet of the South 100 feet which is located within the Hidalgo County Irrigation District #2 ROW. The resulting net area is assumed to be 4.2 acres (subject to survey). The site is generally level and is unimproved. According to FIRM Panel No. 480334 0500 B, revised January 2, 1981, the subject is located within flood zone "B" designated area. According to the City of Pharr, the subject is zoned for agricultural use. Utilities available include water, sewer, telephone and electricity. The subject is located within Census Tract 213.02.

FLOOD DESIGNATION AND DISCLAIMER: The appraisers are not experts in determining the flood zone designation for the subject. No responsibility is assumed on our part for accurately determining the subject's flood zone. If an official survey or flood designation certificate is not provided, the appraisers estimate flood designation based on available FEMA flood maps and/or recorded subdivision maps. Because some of the information may be inconclusive, the appraisers' opinion of value is predicated on the assumption that the flood zone indicated herein is correct.

**HIGHEST AND BEST USE:** The highest and best use of both land as though vacant and property as improved, a use must meet four criteria. The criteria are that the highest and best use must be (1) legally permissible, (2) physically possible, (3) financially feasible, and (4) maximally productive. These criteria should usually be considered sequentially; it makes no difference that a use is financially feasible if it is physically impossible to construct an improvement or if such a use is not legally permitted. Only when there is a reasonable possibility that one of the prior unacceptable conditions can be changed is it appropriate to proceed with the analysis.

1) **Legally Permissible:** The subject is partially zoned for agricultural use by the City of Pharr. There are no known deed restrictions.

2) **Physically Possible:** The subject has sufficient area for agricultural use. However, the surrounding land use pattern is primarily for residential development, with some commercial and industrial use interspersed along the frontage. Commercial, industrial and/or residential use is considered physically possible.

3) **Financially Feasible:** All of the uses considered physically and legally permissible are also considered financially feasible. The amount of net income which can be produced should exceed the combined operating expenses, financial expenses, and capital amortization. The physically possible uses are expected to produce positive returns and are regarded as financially feasible.

4) **Maximally Productive:** Among the financially feasible uses, the use that provides the highest rate of return, or value, is the highest and best use. The physically possible uses are anticipated to produce the highest rate of return.

Highest and Best use "As Vacant" and "As Improved" – Based upon the preceding analysis, the appraisers estimate that the highest and best use of the subject property is a mixed commercial, industrial, and residential use.

With adequate advertising, exposure and aggressive marketing, the appraisers estimate the marketing period not to exceed eighteen to twenty-four months.

Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable exposure period for this type of property at the market value estimated in this report would not have exceeded twenty-four months.

**SUMMARY OF ANALYSIS AND VALUATION:** The value estimated herein is subject to a detailed appraisal. The appraisers' best opinion of the market value "as is" of the subject property as of June 5, 2015, is estimated to be as follows:

**ONE HUNDRED AND FIFTY THOUSAND DOLLARS  
(\$150,000.00)**

Respectfully submitted,



Joe Patterson, MAI, SRA  
President, TX-1321595-G



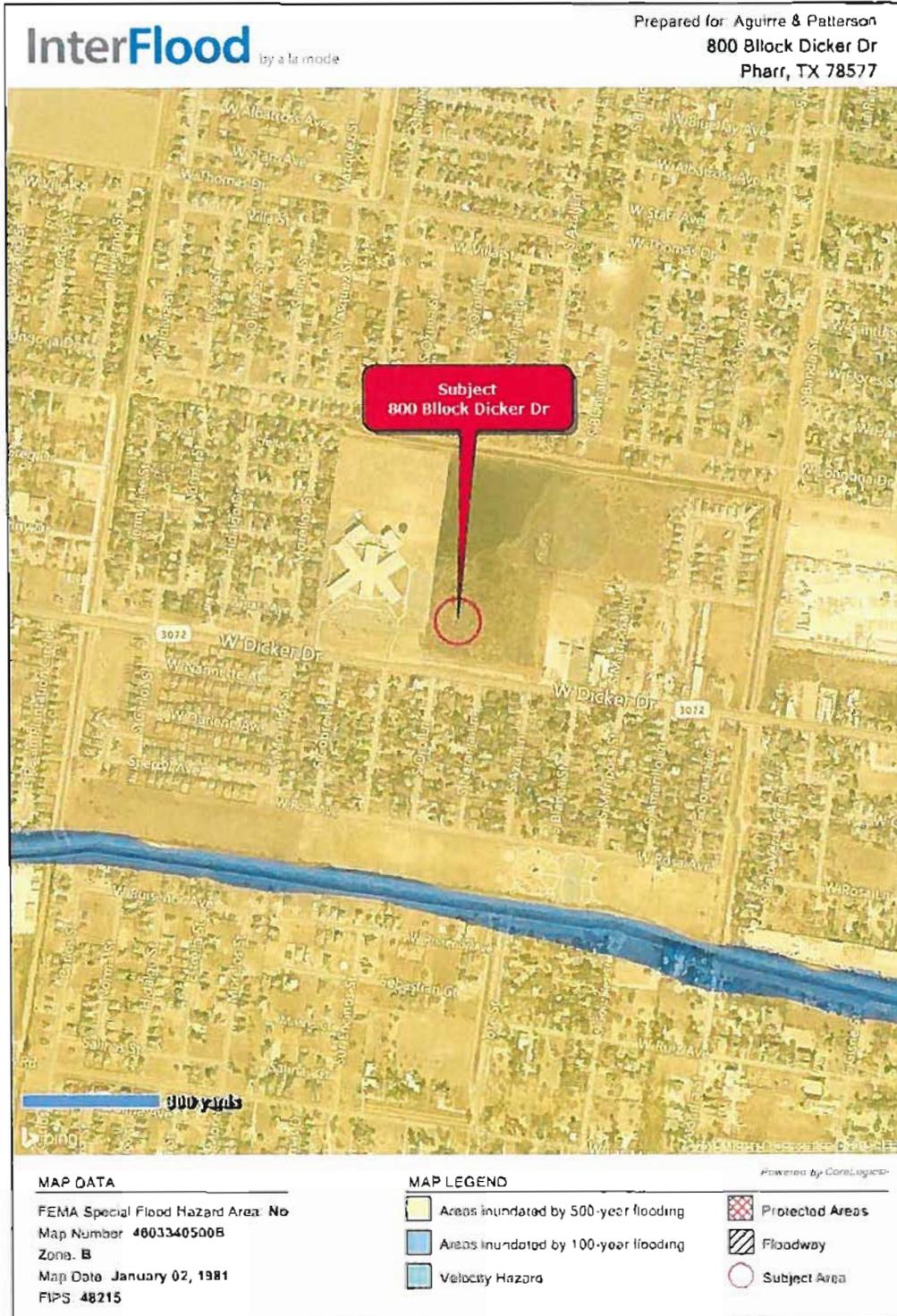
Irene B. Thompson  
Associate, TX-1336175-G

SUBJECT AERIAL VIEW



Note: lot lines are approximate and for illustration purposes only.

# SUBJECT FLOOD MAP



# SUBJECT ZONING MAP

## City of Pharr - Public Map



## SUMMARY PAGE

**Available Financing:** Typical terms would be 15% to 50% down; 4% to 10% interest rate; amortized over a period of 7-15 years; balloon in 3-10 years.

**Environmental Hazard:** The appraisers did not notice any environmental hazards; however, the appraisers are not qualified to detect the existence of or cost to cure environmental contamination. The value estimated in this report is predicated on the assumption that no such condition exists.

**Statement of Competency:** The appraisers have a combined total of over 59 years experience in the real estate appraisal business which has included the appraisal of similar properties; therefore, have attained the necessary knowledge and experience to competently complete this assignment (See Qualifications).

**Income Property Provision:** Not applicable.

**Contingency Provision:** The appraisers certify that their compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. Furthermore, this appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**Data Sources:** Sources used in investigating comparable sales include local multiple listing services, lenders, realtors, builders, developers, individuals and other appraisers.

**Personal Property:** This appraisal does not include furniture, fixtures, and equipment in the market value estimate. The final value estimate does not include intangible items such as trademarks or goodwill. The exclusion of these items is estimated to have no impact on the market value estimate.

**External Value:** The appraisers estimate that the subject has no significant natural, cultural, recreational or scientific value.

**Pertinent Information:** No environmental study is provided.

**Market/Trends:** Signs of recent sales activity and increased lending indicate that the local real estate market is steadily recovering from a stagnant economic climate. This trend of tempered recovery is expected to continue for the remainder of 2015.

**Provision for Disabilities Act:** The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a compliance survey and analysis of this property to determine whether or not it is in conformity with the various details requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance within the requirements of ADA in estimated the value of the property has not been considered.

**Statement of Compliance:** This appraisal conforms to the generally accepted standards of the Uniform Standards of Professional Appraisal Practice (USPAP).

SUMMARY PAGE (continued)

Marketing & Exposure Time: The marketing time for the subject is estimated to be 18-24 months. A reasonable exposure period would have been 24 months.

History: According to the Hidalgo County Appraisal District, the current owner of record is Oscar Santos, who has maintained ownership in excess of three years. The subject property does not appear to have been listed for sale through the local MLS within the past three years. No further information was discovered by the appraisers in the normal course of business.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ✓ The statements of fact contained in this report are true and correct.
- ✓ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✓ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✓ I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ✓ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✓ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✓ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✓ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- ✓ I have (or have not) made a personal inspection of the property that is the subject of this report.
- ✓ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✓ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- ✓ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✓ As of the date of this report, Joe W. Patterson, MAI, SRA has completed the continuing education program of the Appraisal Institute.



Joe Patterson, MAI, SRA  
TX-1321595-G

Did  Did Not Physically  
Inspect the Property



Irene B. Thompson  
TX-1336175-G

Did  Did Not Physically  
Inspect the Property

## ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that are used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraisers are not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsail, or structures that render it more or less valuable.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority for any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

#### ASSUMPTIONS AND LIMITING CONDITIONS (continued)

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. A comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the results of routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under that stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with property written qualifications and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or the media without prior written consent and approval of the appraiser.

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1321595 G**

Issued: **10/25/2013**

Expires: **12/31/2015**

Appraiser: **JOSEPH WILLIAM PATTERSON III**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldrixon  
Commissioner

QUALIFICATIONS OF THE APPRAISER  
JOSEPH W. PATTERSON, III

State Licensing and Certification

Licensed and certified by the State of Texas as a General Real Estate Appraiser: License Number TX-1321595-G (Date of Issue: October 25, 2013 and Date of Expiration: December 31, 2015)

Professional Designations

Member of Appraisal Institute with MAI and SRA Designations

Education

Bachelor of Business Administration from Baylor University, Waco, Texas

Graduate Study at Baylor University Law School, Waco, Texas

Continuing Education in Real Estate and Appraising at University of Houston, University of North Carolina, San Diego University, University of Colorado, University of Illinois, Mills College (Oakland), and University of Texas Pan American

Professional Affiliations

Member of the McAllen Board of Realtors

Member of the Texas Association of Realtors

Member of the National Association of Realtors

Professional Offices Held

President of Rotary Club of McAllen, Texas, Chapter #2076, 1996-1997

President of the Society of Real Estate Appraiser, Rio Grande Valley, Chapter #144 – 1983-1984

Board of Directors of the Society of Real Estate Appraiser, Waco, Texas, Chapter #145 – 1975-1977

Board of Directors of the Society of Real Estate Appraiser, Rio Grande Valley, Chapter #144 – 1976-1991

Board of Directors of the American Institute of Real Estate Appraisers, South Texas Chapter #29 – 1986-1991

Teaching Experience

Instructor for Real Estate Appraising and Real Estate Law at Hill Junior College, Hillsboro, Texas

Substitute Instructor for Real Estate Principle, Real Estate Law, Real Estate Finance, Real Estate Appraising and Business

QUALIFICATIONS OF THE APPRAISER (continued)  
JOSEPH W. PATTERSON III

Professional Experience

Joe Patterson began his appraisal experience in 1971 as an independent appraiser with Smith Real Estate Association in Waco, Texas for five years. He was also a staff appraiser for First Federal Savings and Loan Association in Waco, Texas for one year. He then associated himself with D.U. Buckner, a local MAI, for seven years as an independent fee appraiser. In 1986 he opened his own office, J.W. Patterson and Associates, and currently covers the Rio Grande Valley area from his McAllen office.

As an appraiser for the past 41 years, he has worked on the following types of properties: single family residences, duplexes, apartments, manufacturing properties, shopping centers, discount houses and supermarkets, hospitals, hotels and hotels, funeral homes, restaurants, developments, churches, schools, medical clinics, warehouses, banks, farms, ranches, bowling alleys, convention centers, grain elevators, gins, condominium projects, food processing plants, civilian airport facilities, and "FIRREA" affordable housing program. Other assignments include partial taking, eminent domain, easements, and partial interests.

Joe has also served as the guest speaker and lecturer for numerous local service clubs, professional organizations and schools, including University of Texas Pan American.

Recently Completed Course Studies

USPAP Update 2012/2013, No. 101, offered by the Columbia Institute, Austin, Texas, January 18, 2013

Appraising in a Depressed Market, No. 125, offered by the Columbia Institute, Austin, Texas, January 16, 2013

Interagency Rules of Banks and Credit Unions, No. 011, offered by the Columbia Institute, Austin, Texas, January 15, 2013

Write It Right, No 148, offered by the Columbia Institute, Austin, Texas, January 17, 2013

Online Appraisal Curriculum Overview – Residential, offered by the Appraisal Institute, January 14, 2013,

Online Business Practices and Ethics, offered by the Appraisal Institute, December 12, 2012

Report Writing-the UAD, No. 120, offered by the Columbia Institute, Harlingen, Texas, August 2, 2011

The Mortgage Loan System, No. 015, offered by the Columbia Institute, Harlingen, Texas, August 1, 2011

Practice of Appraisal Review – FHA Protocol, No. 145, offered by the Columbia Institute, Harlingen, Texas, February 2011

USPAP Update 2010-2011, No. 101, offered by the Columbia Institute, Harlingen, Texas, March 2011

USPAP Update No. 101, September 2009

Identifying Relevant Characteristics Course 019 – The Columbia Institute, Sept. 2009

FHA Today Course 114 – The Columbia Institute, March 2009

Fannie Mae Today Course 116 – The Columbia Institute, March 2009

Basic Appraisal Principles, The Appraisal Institute, North Texas Chapter, May 2007

Scope of Work and Appraiser Due Dillgence, No. 36, The Columbia Institute, April 2007

USPAP Update No. 101, The Columbia Institute, April 2007

QUALIFICATIONS OF THE APPRAISER (continued)  
JOSEPH W. PATTERSON III

Fundamental of Appraisal Review No. 105, The Columbia Institute, April 2007  
FHA, the URAR & the 1025 No. 104, The Columbia Institute, April 2007  
Business Practices and Ethics, The Appraisal Institute, February 2007  
Uniform Standards of Professional Practice, USPAP Update, The Appraisal Institute, Houston Chapter, September 2005  
Litigation Skills for this Appraiser, The Appraisal Institute Houston Chapter, Sept. 2005  
Ethics & Special Purpose Properties, The Appraisal Institute, September 2005  
Appraising from Blueprints and Specifications, The Appraisal Institute Online Continuing Education Program, Chicago, Illinois, February, 2005  
Uniform Standards of Professional Practice, USPAP Update, The Appraisal Institute North Texas Chapter, June 2003  
Small Hotel/Hotel Valuation, the Appraisal Institute Online Continuing Education Program, Chicago, Illinois, November 2002  
Appraisal Procedures, The Appraisal Institute, Daniels College of Business, Denver, Colorado, August, 2002  
Techniques of Appraisal Review, The Columbia Institute, Course #108, October 2001  
Residential Appraisal Update, The Columbia Institute, course #117, October 2001  
Standards of Professional Practice, Part C, The Appraisal Institute, September 2001  
GIS and Appraising, The Appraisal Institute, Austin, Texas, August, 1999  
1999 FHA Appraisal Rules #119, The Columbia Institute, September 1999  
Standards of Professional Practice, Part C, The Appraisal Institute, September 1999  
Comprehensive Examination Prep, the Appraisal Institute, February 1998

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

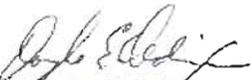
Number: **TX 1336175 G**

Issued: **06/03/2014**

Expires: **06/30/2016**

Appraiser: **IRENE BECERRA THOMPSON**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

QUALIFICATIONS OF THE APPRAISER  
IRENE B. THOMPSON

State Licensing and Certification

Licensed and certified by the State of Texas as a General Real Estate Appraiser: License Number TX-1336175-G (Date of Issue: June 3, 2014; Date of Expiration: June 30, 2016)

Education

Graduate, Weslaco High School, May, 1992

Three years education toward Bachelor of Arts in History and Philosophy, Brown University, September, 1992 through May, 1995

Continuing Education in Real Estate and Appraising at The Appraisal Institute, Lincoln Graduate Center, The Columbia Institute, Trinity University, Lon Morris College, and Geo Leonard School of Real Estate.

Professional Experience

Irene Thompson has been associated with Aguirre & Patterson, Inc. from September, 1998, to the present. As an independent appraiser, Mrs. Thompson has gained valuable experience appraising various types of properties throughout the Rio Grande Valley. The following is a list of the types of properties Mrs. Thompson has appraised: single-family residences, multi-family apartments, residential condominiums, residential lots, unimproved land tracts, subdivisions, right of ways, easements, dine-in and fast food restaurants, condominium shell facilities, single-tenant and multi-tenant retail centers, professional business centers, commercial buildings, convenience stores, professional offices, medical clinics, assisted living centers, rehabilitation hospitals, banquet halls, community centers, churches, public schools, charter schools, adult and child day care centers, office/warehouses, distribution warehouses, manufacturing warehouses, condominium warehouses, cold storage facilities, cement plants, farms, ranches, motels, hotels, mobile home and RV parks, unimproved commercial lots, self-service and automatic car washes, government facilities subject to GSA leases, golf courses, auto service/quick lube auto shops, and leasehold estates.

Recently Completed Course Studies

7-Hour USPAP Update, McKissock, June 2014

Appraisal of Self-Storage Facilities, McKissock, June 2014

Land and Site Valuation, McKissock, May 2014

Environmental Issues for Appraisers, McKissock, May, 2014

Mold, Pollution and The Appraiser, McKissock, May 2014

7-Hour USPAP Update, McKissock, May 2012

Ad Valorem Tax Consultation, McKissock, May 2012

Disclosures & Disclaimers, McKissock, May 2012

How to Analyze and Value Income Properties for Financing, McKissock, May 2012

Private Appraisal Assignments, McKissock, May 2012

Analyzing Operating Expenses, The Appraisal Institute, May 6, 2010

Advanced Internet Search Strategies, The Appraisal Institute, May 5, 2010

Uniform Standards of Professional Appraisal Practice, Update – The Appraisal Institute, February 22, 2010

FHA Today, No. 114, The Columbia Institute, March 2, 2009

Technology for Today's Appraiser, McKissock, May 30, 2008

QUALIFICATIONS OF THE APPRAISER  
IRENE B. THOMPSON (continued)

Survey of the Cost Approach, No. 106, The Columbia Institute, April 8, 2008  
FHA, the URAR & the 1025, No. 104, The Columbia Institute, April 7, 2008  
Uniform Standards of Professional Appraisal Practice, Update – The Appraisal Institute, May 24, 2007  
Uniform Standards of Professional Appraisal Practice (Course USPAP) – Online – Center for Career Education – March 20, 2006  
Fundamentals of Real Estate Appraisal – Correspondence – Lon Morris College – February 1, 2006  
Appraising Residential Properties – Correspondence - Lon Morris College - August 18, 2004  
Uniform Standards of Professional Appraisal Practice, Update (Course- USPAP 2004) – The Appraisal Institute, February 27, 2004  
Industry Update Manufactured Housing – Lincoln Graduate Center, February 24, 2003  
New Fannie Mae Appraisal Guide – The Columbia Institute, March 14, 2003  
Uniform Standards of Professional Appraisal Practice, Update (Course- USPAP 2002) – The Appraisal Institute, April 27, 2002  
Principles and Techniques of Appraisal Review (Course - 108) - The Columbia Institute, June 9, 2001  
Farm and Land Appraisal (Course - 637) - National Association of Master Appraisers, Lincoln Graduate Center, April 28, 2001  
Income Property Appraisal (Course – 231) – Correspondence – Lon Morris College, February 28, 2000  
Uniform Standards of Professional Appraisal Practice (Course – USPAP 99) Correspondence – Trinity University, September 1, 1999  
Principles of Real Estate (Course – 111) – Geo Leonard School of Real Estate, August 9, 1998  
Real Estate Appraisal (Course – 211) – Geo Leonard School of Real Estate, August 29, 1998  
Practice of Real Estate Appraisal (Course – 636) – Lincoln Graduate Center, February 2, 1999  
Real Estate Law (Course – 311) – Geo Leonard School of Real Estate, February 20, 1999

This is a brief guide to update all on the Eminent Domain (Condemnation) process.

Step 1: City makes a “bona fide offer” and negotiates price. Property owner is given ten (10) days to respond.

Step 2: On or after the 31<sup>st</sup> day after the initial offer is received by the landowner the City must make a final offer. Offer must be equal to or above the initial offer and the landowner is given at least 14 days to respond to the offer before condemnation proceedings may be filed.

Step 3: City Attorney will file the Condemnation Petition in District Court

Step 4: Judge will appoint 3 Special Commissioners to hear the petition. The City and the landowner have the right to reject one of the commissioners and the judge will re-appoint one. The commissioners have no authority to consider whether the condemnation is proper, they are only there to determine compensation to the landowner.

Step 5: The Special Commissioners will schedule a hearing, hear evidence, injury to the property, use, etc. then grant an award to the property owner. Could be what the City offered or could be more.

Step 6: City deposits the money in the registry of the court and takes possession of the property. Construction can begin.

Step 7: If the landowner is dissatisfied with the award, they may object with the court on or before the 20<sup>th</sup> day after the Special Commission files their determination on the award with the court. If an objection is filed the condemnation will be set for either a judge or jury trial.



**AGENDA ITEM REQUEST**

MEETING DATE: July 1, 2015

INITIATED BY: Chief Ruben Villegas DEPARTMENT: Police

AGENDA ITEM: Consideration and Action on Authorizing purchase of three police vehicles.

PARTY MAKING THE REQUEST: Ruben Villegas

NATURE OF THE REQUEST: Consideration and Action to Authorize Purchase of Police Vehicles

**BUDGET:**

EXPENDITURE REQUIRED: \$ 93,070.00

CURRENT BUDGET: \$ 91000.00

ADDITIONAL FUNDING: \$ 2,070.00

**ROUTING:**

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

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

**APPROVAL:**

DEPT. HEAD:  DATE: 6-25-2015

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

CITY MANAGER:  DATE: 6/26/15

**STAFF RECOMMENDATION:**

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



"Triple Crown City"



**POLICE CHIEF**  
**Ruben Villescas**

**To: Mayor and City Commission**  
**Thru: Juan Guerra, Interim-City Manager**  
**From: Ruben Villescas, Police Chief**  
**Date: June 25, 2015**  
**Subj: Request for Authorization to Purchase Police Vehicles**

**Background:**

This request was forwarded to the city manager for consideration by the city commission. The Pharr Police Department seeks authorization to use \$73,000.00 in unused Capital Outlay FY 14-15 Lease Funds and \$18,000.00 from a TML reimbursement payout totaling \$91,000.00 to purchase three Police emergency vehicles.

**Discussion:**

The police department is using two Police Vehicles that have exceeded their use for police operations. Unit #116 and Unit #117 each have over 100,000 miles and are incurring extensive maintenance costs. It is the plan of the Pharr Police Department to replace these two vehicles which require immediate attention.

On June 16, 2015, a Pharr Police Department unit was involved in a crash that subsequently led TML Insurance representatives to declare the vehicle involved as a total loss. Risk Management Department informed the Pharr Police Department that a reimbursement of \$18,000.00 dollars would be given for the wrecked vehicle.

We are seeking to use the Lease Funds from Capital Outlay FY 14-15 and reimbursement monies for the purchase of two Chevrolet 1500 Trucks and one Chevrolet Caprice Classic Sedan totaling \$93,070.00. The additional funding of \$2,070.00 required be used from seized assets. The purchase will be made under the HGAC state contract and obtained thru Caldwell Chevrolet. These vehicles will be used for Patrol Operations.

**Recommendation:**

**I recommend that approval be given for the Pharr Police Department to purchase both the Chevrolet 1500 Trucks and the Chevrolet Caprice Classic Sedan.**



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.: VE11-13

Date Prepared: 6/24/2015

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	CITY OF PHARR	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JOEL ROBLES	Prepared By:	AVERY KNAPP
Phone:	956-283-8086 / C-956-878-3233	Phone:	979-567-6116
Fax:	956-784-7832	Fax:	979-567-0853
Email:	JOEL.ROBLES@PD.PHARR-TX.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A40	Description:	2015 CHEVROLET 1500 SILVERADO CREW CAB CK15543
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 25,616.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FOUR WHEEL DRIVE 4X4	2965	DEEP TINT GLASS AKO	200
5.3L-V8, SSV PACKAGE, DUAL BATTERIES	INCL	Z71 SUSPENSION PACKAGE Z71	400
LOCKING REAR AXLE DIFFERENTIAL G80	395	BLUETOOTH CAPABILITY 104	150
TRANSFER CASE ELECTRONIC AUTOTRAC NQH	200	SKID PLATE PACKAGE	INCL
ADDITIONAL KEY/REMOTE AMF	150	CLOTH 40-20-40 FRONT/VINYL REAR BENCH	INCL
TRAILER TOW PACKAGE Z82	375	OEM LH SPOTLIGHT 7X6	529
WT CONV PKG (PWR EQUIPMENT & KEYLESS) PCR	320	Subtotal from Additional Sheet(s):	
65/70R17 ALL TERRAIN TIRES RC3		<b>Subtotal B:</b>	1524

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal from Additional Sheet(s):	
		<b>Subtotal C:</b>	0

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

**D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)**

Description	Cost	Description	Cost
DELIVERY	995		
EXTERIOR COLOR BLACK			
		<b>Subtotal D:</b>	995

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)** 32,195

Quantity Ordered:	2	Subtotal of A + B + C + D:	33,195	<b>Subtotal E:</b>	64,390
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**F. H-GAC Fee Calculation (From Current Fee Tables)** **Subtotal F:** 600

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
		<b>Subtotal G:</b>	0

**Delivery Date:** 45-75 DAYS APPX

**II. Total Purchase Price (E+F+G):** 65,590





**AGENDA ITEM REQUEST**

MEETING DATE: June 16, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM: Discussion and possible action, if any, on authorizing Interim - City Manager to negotiate contract with Javier Hinojosa Engineering for Engineering Design Services of Hi-Line Street Improvements – Cage Blvd to Jackson Road.

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

NATURE OF THE REQUEST: Preparation Final Plans and Specifications

**BUDGET:**

EXPENDITURE REQUIRED: \$ 35,000

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

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

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

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

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

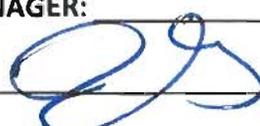
**APPROVAL:**

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

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

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

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

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

DATE: 6/11/15

**STAFF RECOMMENDATION:**

Staff recommends to negotiate contract with Javier Hinojosa Engineering.



## Memorandum

**To:** Juan Guerra – Interim - City Manager

**From:** William F. Ueckert Jr., P.E. - City Engineer

**Date:** June 12, 2015

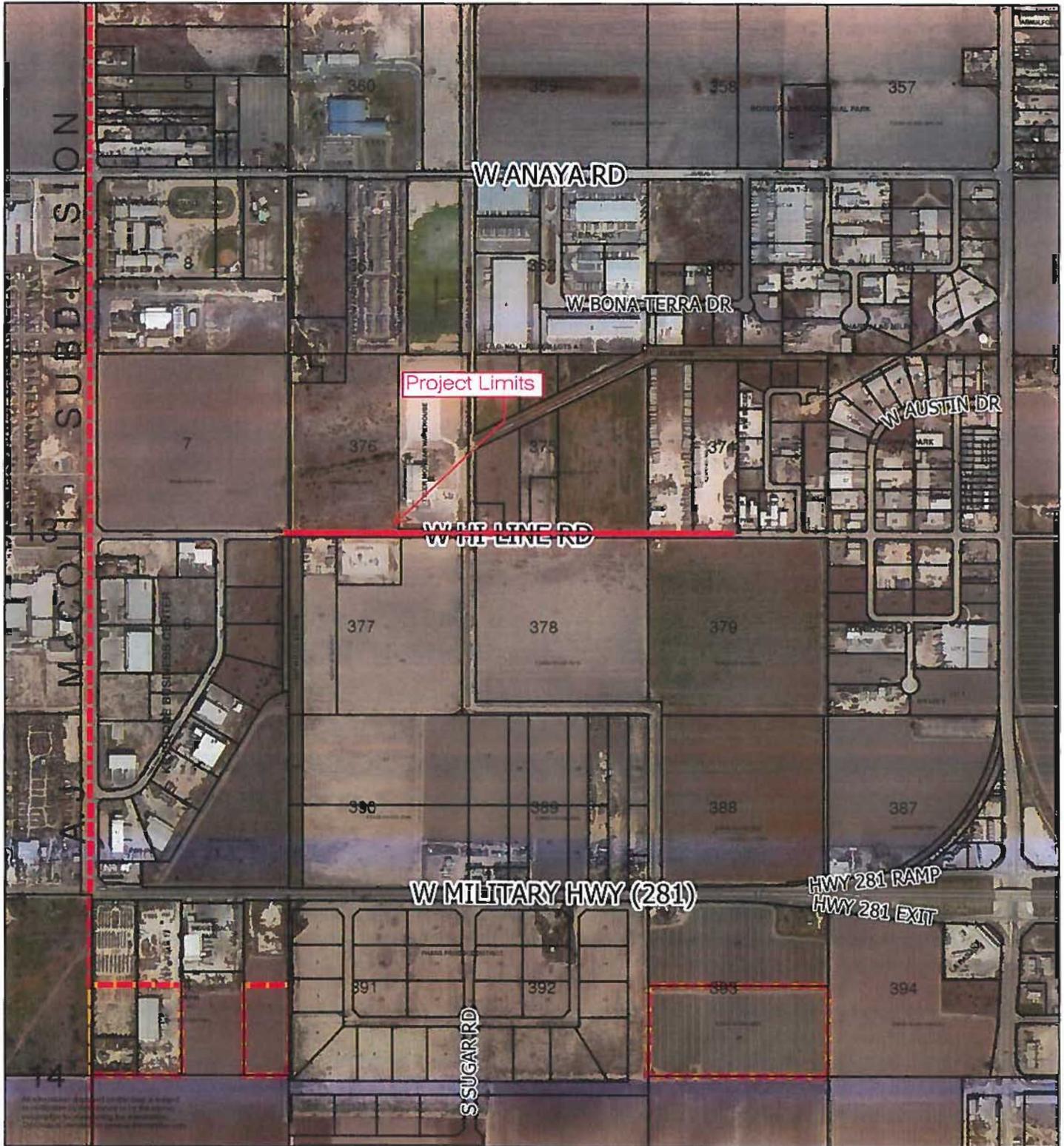
**Re:** Discussion and possible action, if any, on authorizing Interim - City Manager to negotiate contract with Javier Hinojosa Engineering for Engineering Design Services of Hi-Line Street Improvements – Cage Blvd to Jackson Road.

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Juan:

Engineering department is requesting for the interim city manager to negotiate a contract with Javier Hinojosa Engineering for the preparation of plans and specifications for Hi-Line Street Improvements. (attached location map). The street improvements will consist of constructing a 30 feet asphalt pavement width without curb & gutter. The estimated construction cost is \$950,000 without any utility adjustments.

The selection of Javier Hinojosa Engineering for this project is because the firm has already prepare preliminary engineering plans for this project.



 Pharr City Limit  
 Pharr ETJ  
 City of Pharr, Texas  
 Engineering Department  
 956.402.4242

Scale: 1 inch = 1,000 feet





**AGENDA ITEM REQUEST**

MEETING DATE: June 16, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM: Discussion and possible action, if any, on authorizing Interim - City Manager to negotiate contract with R. Gutierrez Engineering for Engineering Design Services for Navarro Street.

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

NATURE OF THE REQUEST: Preparation Final Plans and Specifications

**BUDGET:**

EXPENDITURE REQUIRED: \$ 25,000

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

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

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

**APPROVAL:**

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

ASSISTANT CITY MANAGER:  DATE: 6-11-15

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

**STAFF RECOMMENDATION:**

Staff recommends to negotiate contract with R. Gutierrez Engineering.



## Memorandum

**To:** Juan Guerra – Interim - City Manager

**From:** William F. Ueckert Jr., P.E. - City Engineer

**Date:** June 12, 2015

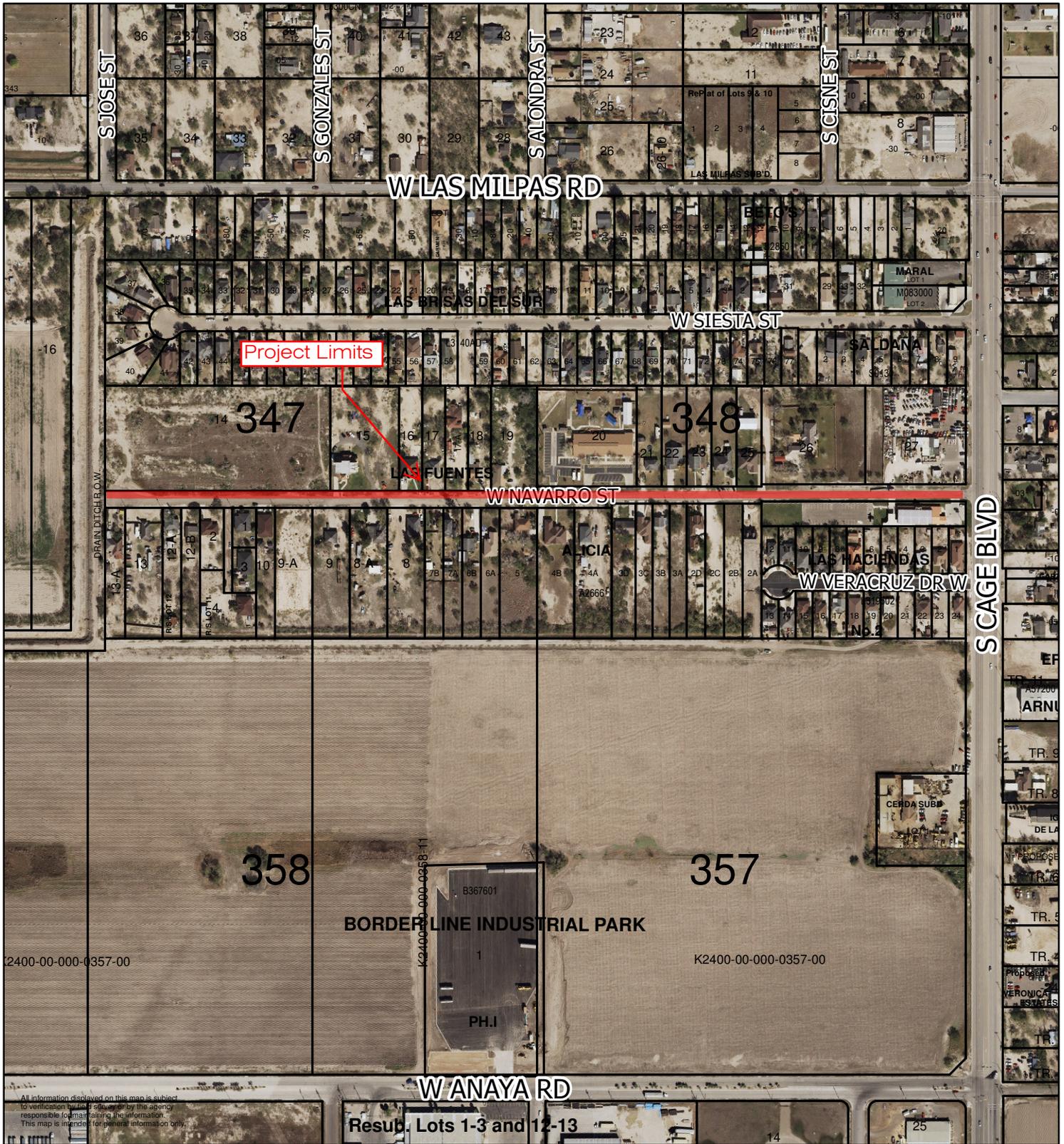
**Re:** **Discussion and possible action, if any, on authorizing Interim - City Manager to negotiate contract with R. Gutierrez Engineering for Engineering Design Services for Navarro Street.**

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Juan:

Engineering department is requesting for the interim city manager to negotiate a contract with R. Gutierrez Engineering for the preparation of plans and specifications for Navarro Street. (attached location map) The street improvements will consist of constructing curb & gutter, asphalt pavement, drainage improvements, sidewalks and street lighting. The estimated construction cost is \$800,000 without any utility adjustments.

The selection of R. Gutierrez Engineering is because the firm has already prepare preliminary engineering plans for this project.



All information displayed on this map is subject to verification by the City of Pharr, Texas Engineering Department. This map is intended for general information only.



## **INDEPENDENT CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** is made by between **ROY PADILLA** (hereinafter "**PADILLA**"), and **CITY OF PHARR**, a political subdivision of the State of Texas (hereinafter "**City**") and, both parties agree to the offer, acceptance, and considerations expressed within this agreement as followed:

1. **Advisory Support.** Padilla agrees to assist the City by providing comprehensive advisory support related to security measures to administrative staff. Padilla shall further provide written reports to the governing body and City administration on a quarterly basis of all services, support, and other activity. Padilla shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.
2. **Consideration.** As consideration for the services to be performed herein, City shall pay Padilla \$1,500.00 monthly.
3. **Term.** The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2014 and shall expire on the 30<sup>th</sup> day of September, 2015.
4. **Termination/Default.** Either City or Padilla may terminate this Agreement prior to the expiration of the term with or without cause.
5. **Applicable law; Venue.** It is agreed that Texas laws shall govern this agreement, and venue shall be agreed to in Hidalgo County, Texas.
6. **Independent Contractor/Non-Disclosure.** The parties stipulate and agree that: (a) Padilla shall be an independent contractor for all purposes under this Agreement, and as such, no part of Padilla's work-product, methods, or process provided to City shall be directed or controlled by City; (b) Padilla is not prohibited from providing services to any other entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) Padilla will provide its own equipment, supplies, and necessities to perform under this agreement; (d) Padilla acknowledges and agrees that it may be personally liable for self-employment taxation; (e) Padilla is not entitled to any benefits as may be applicable to the personnel of the City; (f) Padilla further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this agreement with any person or third-party including but not limited to any other domestic or foreign municipality unless authorized by City.
7. **Modification/Waiver.** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties. No course of prior dealings between the parties and no use of trade shall be relevant or admissible to supplement, explain or vary the terms of this Agreement, whether the same be consistent with the terms of this Agreement or otherwise.

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

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

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

EXECUTED this 17<sup>th</sup> day of October, 2014.

City of Pharr

By: Leopoldo Polo Palacios

Printed/Typed

Name: Leopoldo "Polo" Palacios, Jr

Title: *Mayor*

ROY PADILLA

[Signature]  
Signature

APPROVED BY  
CITY COMMISSION  
ON: 10-07-14



***Creative Alignment Consulting  
Grants Research, Development, Writing, Training & Mentoring  
Proposal to The City of Pharr***

This proposal is respectfully submitted to The City of Pharr for grants research, grant development, grant proposal writing, services. The proposal includes services available, general fees, background information with retainer proposed. ***Creative Alignment Consulting*** is a consulting firm, housed at 219 S. Cage in Pharr, Texas, that provides an infusion of energy and expertise for organizations of all sizes and types. The company provides a wealth of experience in business strategies, grant writing, and program evaluation. We deliver customized services to meet the needs of each client, which can include funding research grant proposal writing, strategic partnership development, grants training and mentoring, grants management, and more. ***Creative Alignment Consulting*** proposes to provide The City of Pharr:

**Grants Research:** includes searching and developing a list of potential funding sources FREE of CHARGE Letters of Inquiry (LOI) are also completed FREE of CHARGE.

**Grant Proposal Development:** includes consulting, utilizing needs assessments, and brainstorming workable solutions, as well as cultivating SMART goals and objectives. (SMART = Specific, Measureable, Achievable, Realistic and Time-defined.) This service includes the development of an evaluation plan, preparation of all documents for submission, proof reading, submission to the funding source and follow-up. Generally, Creative Alignment Consulting fees are the following:

- Foundation, or corporation grants applications fee ranges from \$1000 - \$2000.
- State and Federal grants fees begin at \$2,000 - \$10,000 dollars, depending on the length and complexity of the partnership development and documents.

**Grant Proposal Training & Mentoring:** Consultants will train The City of Pharr grant writers in the "Beyond Grants 101 Curriculum" designed by Laura Reagan and taught at UTPA for the last four years. Services will include guiding, revising and proofreading the proposal development process. Creative Alignment Consulting will oversee the grant proposal submission process also. Course cost is \$250 per person.

### **Specific Services for the City of Pharr Retainer Proposed:**

***Combining these services and in order to build capacity in City of Pharr employees, Creative Alignment Consulting housed at 219 S. Cage, Ste. #9, Pharr, Texas, proposes a monthly retainer fee of \$1,500 for the period of one year to establish, train and submit proposals that competitively score for foundation, state and federal grant opportunities.***

Creative Alignment Consulting will develop the resources necessary to submit competitive proposals, such as, proposal appendices, synthesize useable Pharr data and demographics necessary for proposal submissions and further research funding opportunities specific to the strategic needs of The City of Pharr the first month of the retained contract.

Beyond Grants 101 Course, Training and Mentoring will be delivered as part of the monthly retainer fee when city grant writers are hired.

Thereafter, months 2 – 12 of the contract, a major grant proposal will be submitted for the City of Pharr for opportunities ranging from \$10,000 - \$250,000 per award (included in the retainer fee). *However, federal grant proposals above \$250,000 will have a separate fee ranging from \$2000 - \$10,000 because of the complexity and specialization involved.*

Creative Alignment Consulting proposes monthly invoicing of the retainer with defined services and deliverables (specifically monthly grant proposals). Federal grant opportunities above \$250,000 will have prior approval of the interim city manager or city manager prior to development of the proposal and will be invoiced separately upon completion and timely submission of the proposal.

#### **Deliverables include but are not limited to:**

- **City of Pharr trained writers**
- **Grants Notebook with Appendices, Data, Demographic Graphics**
- **12 – 15 Major Competitive Grant Templates annually, varying size and complexity**

#### ***Background***

Laura Reagan-Porras, Owner of ***Creative Alignment Consulting*** holds a Masters in Sociology specializing in borderland studies with a grants win record of \$50,000,000 serving primarily Rio Grande Valley families through community based, non-profit organizations and a few school districts. However, she has won over \$2,000,000 in funding for South Texas College when employed as their grant writer. She provides grant development mentoring through UTPA Continuing Education in a workshop series she designed called, *Beyond Grants 101*. Her published research includes “Dynamic Duos: A Case Study of Effective Mentoring Program Evaluation” in the *Journal of Applied Social Sciences*, April 2013. She is a skilled program developer which enhances her grant development success and program evaluation expertise. Programs developed include but are not limited to: Together Time, a co-parenting education program; Texas AIM (Academic Innovation & Mentoring), a TEA best practice for dropout prevention implemented Texas-wide in partnership with the Texas Alliance of Boys & Girls Clubs and most recently, Heart 2 Heart Parents, a parenting sociology, [www.heart2heartparents.com](http://www.heart2heartparents.com). She has successfully

evaluated the Dual Enrollment Engineering Academy at South Texas College for the U.S. Department of Education.

***Recent Grant Writing Successes of Creative Alignment Consultants & Associates***

<b>GRANTS</b>	<b>AMOUNT</b>
Developing Knowledge about What Works to Make Schools Safe	\$4,137,035
Teacher Incentive Fund Grant	\$12,500,000
Texas School Ready!	\$251,703
Texas Technology Lending Program	\$125,000
Workforce Solutions	\$405,920
AT&T	\$118,540

**Identified City of Pharr Strategic Needs and Sample Funding Opportunities**

<b><i>Need</i></b>	<b><i>RFP – Grant Opportunities</i></b>		
<b>Brick and Mortar</b>	Meadows & Kresge Foundations		<b>Open</b>
<b>Las Milpas</b>			
USDA Rural Community Development Initiative		Utilities Programs	<b>08/13/15</b>
USDA Rural Business Enterprise Grant Programs (RBEG)	Business and Cooperative Programs		
<b>Housing</b>			
USDA Rural Housing Preservation Grants	Utilities Programs	05/20/2015	<b>07/06/2015</b>
<b>Police</b>			
DOJ COPS-COMMUNITY-POLICING-DEVELOPMENT-2015	Community Oriented Policing Services		<b>Due 6/19/15</b>
<b>Parks &amp; Rec and PAL Program</b>			
DOJ COPS-CAMP-APPLICATION-2015	Community Oriented Policing Services		05/18/2015
<b>DUE – Open Ended</b>			

# ***Laura L. Reagan-Porras***

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## ***Creative Alignment Consulting***

2004 Pin Oak Rd.

Edinburg, TX 78539

Phone: (956) 250-3689

Email: [creativealignmentconsulting@gmail.com](mailto:creativealignmentconsulting@gmail.com)

## **QUALIFICATIONS:**

- Winning fund raising and grant proposal writing experience with varied client base of Creative Alignment Consulting; \$50,100,000 in awards over a 12 year history for non-profits and local education agencies.
- Passionate community advocate with specialization in child/youth development, mentoring, academic success models, poverty issues
- Free lance writer and researcher on issues of social concern
- Talented community and coalition builder as evidenced by the organization of the Boys & Girls Club of McAllen Youth First Afterschool Alliance, RGV Allied Health Training Alliance, an area 10 hospital system collaboration; the REACH Community *Promotora* Coalition; The Hidalgo County Fatherhood Initiative
- Progressive managerial experience as executive director or program developer in the non-profit sector
- Astute, culturally sensitive communicator in English and Spanish

## **EDUCATION:**

MS Sociology, specializing in borderland studies from UTPA, 1998

BA Sociology/Spanish, Northeast Louisiana University, 1992

## **EMPLOYMENT**

- 2002 – Current    **Owner of Creative Alignment Consulting**, a firm dedicated to capacity building, specializing in program development, grant writing, social research, evaluative reporting and strategic planning. Contracts include PSJA ISD, South Texas College, UTB/TSC, UTHSCSA, VIDA, Sylvan Learning RGV with multiple school district partners, BGC Edinburg, Pharr, Rio Grande City, PDAP & Food Bank RGV
- 2012 – 2013    **Chief Development Officer, Food Bank RGV**, development and oversight of strategic funding and marketing plan; responsible for winning \$1,000,000.
- 2005 – 2012    **Chief Professional Officer, Boys & Girls Club of McAllen**, responsible for implementation of strategic plan and resource development which included major programmatic growth and innovation. Service census doubled and budget tripled during tenure; served 16,000 with a budget of \$3,600,000.

- 2004 – 2005      **Grant Developer – South Texas College**, oversight of college grant strategy; successful funding over \$2,200,000 during tenure.
- 2002 – 2004      **Program Developer/ Instructional Designer, Valley Initiative for Development and Advancement (VIDA)**, the labor market intermediary of the Rio Grande Valley. Designed and conducted a feasibility study on the labor shortages in allied health, automotive and building trades funded by H1B Department of Labor grant. Served as facilitator of the Alliance, which developed a three-year strategic plan for addressing the RGV Nursing Shortage. Co-wrote and acted as primary researcher for the proposal called, “Growing Our Own,” *that won the largest grant ever awarded by USDOL-ETA for \$4M.*
- 2001 - 2002      **Executive Director, Communities United For Health (CUPS)**  
An international non-profit agency that organizes and recruits volunteer groups on both sides of the border for building health clinics and water systems with communities along the U.S. – Mexico border. Wrote proposals and conducted fund raising and consciousness raising events.
- 1998 – 2000      **Project Coordinator (Regional Director), Texas Fiesta Educativa/El Valle Community Parent Training Resource Center.** Responsible for the successful program design and implementation of goals and objectives for Department of Education grant for the Resource Center. Advocated skillfully for families of children with disabilities. Organized conferences. Supervised staff.
- 1998-2001      **Co-Director, Common Boundaries**  
A social research service, established to facilitate culturally appropriate projects in the humanities that reflect our unique Borderland milieu. Secured a grant for independent research on RGV drinking attitudes designed and conducted research project and presented data at professional conference.
- 1992-1996      **Substance Abuse Counselor, International Mission Board**  
Developed community based programs for projects in Mexico City  
Developed and promoted a faith-based support network to help alcoholics and their families, called *Vencedores*. Produced video to support the substance abuse program, for continental use called *Vidas Cruzadas*. Developed youth conferences on mental health issues utilizing conversational English classes.

## PROFESSIONAL ACCOMPLISHMENTS:

- Developed strategic growth and funding plan as Executive Director of the Boys & Girls Club of McAllen that doubled service census to 16,000 and tripled the budget to \$3.6 M in 7 years with the largest award of \$5M.
- Co-founder, program developer and operations manual writer of Texas AIM (Academic Innovation & Mentoring) a dropout prevention academic success model for Limited English Proficient students throughout the State of Texas. (Texas AIM is an ongoing partnership between the Texas Alliance of Boys & Girls Clubs and Sylvan Learning.) 88% of participants passed the statewide exams.
- Served as evaluator on the U.S. Department of Education funded Dual Enrollment Engineering Academy utilizing an evaluation matrix of the US Dept. of Ed matrix successfully for three years for South Texas College and multiple school districts.
- Chief Collaborating Researcher and Co-Writer for DOL Report and Proposal, "Growing Our Own." (Project recently awarded \$4 million dollars from USDOL-ETA, the largest grant by this branch of the Department of Labor.)
- Numerous facilitation and evaluation projects; the most recent project is the Summer Educator Intern Program of the Academic Leadership Alliance, a partnership of Tech Prep of the RGV, MEDC and Region One Education Service, and RGV Rural Schools and Communities Consortium. (See attachment for more coalition building activities and evaluation projects.)
- Successful fund-raising campaign for the Boys & Girls Club of McAllen, Forty Years of Progress Gala, 2006; Second Annual Habitat for Humanity Golf Tournament, 2004; Walk El Valle, 2003;
- Numerous newspaper articles on children with disabilities issues (the Individuals with Disabilities Education Act, parenting and teaching strategies)
- Published work on rural communities, *The Labor Market of Monte Alto: A Sociological Perspective*;
- Published interviews in the CDC's publication, "Minority Health" on the *Promotora* Movement in community health and an upcoming Department of Labor Report on the RGV Allied Health Training Alliance.
- Field Consultant for "It Takes One Campaign" for the Boys & Girls Club of America Southwest Region

- Bi monthly Columnist for a local newspaper, The Rio Grande Valley Town Crier on mentoring and youth development success stories called, *Simply Make a Difference*; copies of columns at under mentoring tab [www.bgreatmcallen.org](http://www.bgreatmcallen.org).
- *Dynamic Duos: Case Review of Effective Mentoring Programs* was published in South Texas Studies, July 2012 and revisions will be published in the Journal of Applied Social Science for Fall 2013.
- Freelance writer published in multiple regional parenting magazines. Clips available at <http://laurareagan-porras.writersresidence.com>.

### **Major Grant Proposal Wins & Successful Project Evaluations**

- 2002** Chief Collaborating Researcher and Co-Writer for DOL Report and Proposal, "Growing Our Own." (Project recently awarded \$4 million dollars from USDOL-ETA, the largest grant by this branch of the Department of Labor.)
- 2003** TEA 21<sup>st</sup> cclc, Cycle3 for \$5,000,000 renewable over 5 years for Hidalgo ISD Rural Consortium
- 2008** Co-wrote the model for Texas AIM (Academic Mentoring Success) that secured TEA funding through a legislative rider for 30 BGC sites across the state of Texas. Co-wrote the advocacy pieces that helped sell the legislators the value of Texas AIM, a public private partnership with Sylvan Learning for \$3,000,000.
- 2008 – 2010**  
Evaluator for STC's Dual Enrollment Engineering Program. Project was funded by the US Department of Education and utilized their evaluation matrix, achieving successful compliance for all three years of the project.
- 2009** Wrote the operation manual for Texas AIM, a statewide for dropout prevention
- 2009** TEA 21<sup>st</sup> cclc, Cycle 6 for \$5,000,000 renewable over 5 years for BGC McAllen In its fourth year now.
- 2010** Developed the advocacy piece to secure additional \$3,000,000 additional funding for Texas AIM.
- 2011** Texas Dept. of HHS, Teenage Pregnancy Prevention, \$130,000
- 2012** Walmart Foundation for the Food Bank Rio Grande Valley, Outreach \$50,000
- 2012** Meadows Foundation for VIDA-ISIS Project, \$97,000
- 2013** Walmart Foundation for Food Bank RGV, \$150,000 for new refrigerated vehicle

**2013 Published successful mentoring program evaluation in Journal of Applied Social Science, April 2013.**

2013 Hearst Foundation for VIDA, \$72,000

2014 ACE State of Texas funding for VIDA, \$500,000.  
DOJ Developing Knowledge for School Security, \$4,600,000

**References:**

Veronica Gonzales; Vice President of Advancement UTPA; (866) 441-UTPA;  
[gonzalesv@utpa.edu](mailto:gonzalesv@utpa.edu).

Laura Hinojosa, Hidalgo County District Clerk; (956) 605-1010;  
[lauraleehinojosa@gmail.com](mailto:lauraleehinojosa@gmail.com).

Susan Valverde; Executive Director of Sylvan Learning; (956) 457-3879;  
[susan@rgvsylvan.com](mailto:susan@rgvsylvan.com).



## Code of Ethics



Revised 10/5/11

The Grant Professionals Association (GPA), a non-profit membership association, is committed to serving the greater public good by practicing the highest ethical and professional standards. Ethics refer to the rules or standards governing the conduct of a person or members of a profession [1].

Members have joined forces to be the leading authority and resource for the practice of grantsmanship in all sectors of the field. Membership in this association promotes positive relationships between grant professionals and their stakeholders, provides a vehicle for grant professionals to gain professional growth and development, and enhances the public image and recognition of the profession within the greater philanthropic, public, and private funding communities. Members' foundation is stimulated by the rich diversity within the grant profession.

Members, among others, are to:

- Practice their profession with the highest sense of integrity, honesty, and truthfulness to maintain and broaden public confidence
- Adhere to all applicable laws and regulations in all aspects of grantsmanship
- Continually improve their professional knowledge and skills
- Promote positive relationships between grant professionals and their stakeholders
- Value the privacy, freedom, choice and interests of all those affected by their actions
- Ensure that funds are solicited according to program guidelines
- Adhere to acceptable means of compensation for services performed; pro bono work is encouraged
- Foster cultural diversity and pluralistic values and treat all people with dignity and respect
- Become leaders and role models in the field of grantsmanship
- Encourage colleagues to embrace and practice GPA's Code of Ethics and Standards of Professional Practice.

### **Standards of Professional Practice**

As members respect and honor the above principles and guidelines established by the GPA Code of Ethics, any infringement or breach of standards outlined in the Code are subject to disciplinary sanctions, including expulsion, to be determined by a committee elected by their peers.

### **Professional Obligations:**

1. Members shall act according to the highest ethical standards of their institution, profession, and conscience.
2. Members shall obey all applicable local, state, provincial, and federal civil and criminal laws and regulations.
3. Members shall avoid the appearance of any criminal offense or professional misconduct.
4. Members shall disclose all relationships that might constitute, or appear to constitute, conflicts of interest.

5. Members shall not be associated directly or indirectly with any service, product, individuals, or organizations in a way that they know is misleading.
6. Members shall not abuse any relationship with a donor, prospect, volunteer or employee to the benefit of the member or the member's organization.
7. Members shall recognize their individual boundaries of competence and are forthcoming and truthful about their professional experience, knowledge and expertise.
8. Members shall continually strive to improve their personal competence.

**Solicitation and Use of Funds:**

9. Members shall take care to ensure that all solicitation materials are accurate and correctly reflect the organization's mission and use of solicited funds.
10. Members shall take care to ensure that grants are used in accordance with the grant's intent.

**If Applicable:**

11. Members shall take care to ensure proper use of funds, including timely reports on the use and management of such funds.
12. Members shall obtain explicit consent by the grantor before altering the conditions of grant agreements.

**Presentation of Information:**

13. Members shall not disclose privileged information to unauthorized parties. Information acquired from consumers is confidential. This includes verbal and written disclosures, records, and video or audio recording of an activity or presentation without appropriate releases.
14. Members shall not plagiarize [2] in any professional work, including, but not limited to: grant proposals, journal articles/magazines, scholarly works, advertising/marketing materials, websites, scientific articles, self-plagiarism, etc.
15. Members are responsible for knowing the confidentiality regulations within their jurisdiction.
16. Members shall use accurate and consistent accounting methods that conform to the appropriate guidelines adopted by the American Institute of Certified Public Accountants (AICPA) for the type of organization involved. (In countries outside of the United States, comparable authority should be utilized).

**Compensation:**

17. Members shall work for a salary or fee.
18. Members may accept performance-based compensation, such as bonuses, provided such bonuses are in accordance with prevailing practices within the members' own organizations and are not based on a percentage of grant monies.
19. Members shall not accept or pay a finder's fee [3], commission [4], or percentage compensation based on grants and shall take care to discourage their organizations from making such payments.
20. Compensation should not be written into grants unless allowed by the funder.

[1] Defined by American Heritage Dictionary

[2] Plagiarize – to steal or pass off (the ideas or words of another) as one's own; use (another's production) without crediting the source; to commit literary theft; present as new and original an idea or product derived from an existing source.

[3] Finder's fee – payment made for introducing a nonprofit to a funder and/or contingent upon the nonprofit receiving a grant from that funder.

[4] Commission – flat-rate fee or percentage paid for services rendered when a grant is awarded.

## Sonia Hinojosa

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**From:** Juan Guerra <juan.guerra@pharr-tx.gov>  
**Sent:** Monday, June 22, 2015 11:03 AM  
**To:** 'Sonia Hinojosa'  
**Subject:** FW: Creative Alignment Consulting Proposal for Grant Development by Laura Reagan-Porras

Please use the following as backup as a reference list to the grant consultant's agenda package:

Dr. Daniel King  
PSJA ISD Superintendent  
[drking@psjaisd.us](mailto:drking@psjaisd.us)  
956-354-2000  
Ask for Superintendent's Office

Mr. Narciso Garcia  
PSJA ISD Deputy Superintendent  
[narciso.garcia@psjaisd.us](mailto:narciso.garcia@psjaisd.us)  
956-354-2000

Dr. Sandra Quiroz  
PSJA ISD Director of Grants, Research and Evaluation  
[Sandra.quiroz@psjaisd.us](mailto:Sandra.quiroz@psjaisd.us)

Dr. Shirley Reed, President  
South Texas College  
[sareed@southtexascollege.edu](mailto:sareed@southtexascollege.edu)  
1-800-742-7822  
Ask for Office of the President

Veronica Gonzales  
Director of Government Relations  
(866) 441-UTPA  
[gonzalesv@utpa.edu](mailto:gonzalesv@utpa.edu)  
[gonzalesv@utrgv.edu](mailto:gonzalesv@utrgv.edu)

Laura Hinojosa  
Hidalgo County District Clerk  
(956) 605-1010;  
[lauraleehinojosa@gmail.com](mailto:lauraleehinojosa@gmail.com).

Susan Valverde  
Executive Director of Sylvan Learning  
(956) 457-3879  
[susan@rgvsylvan.com](mailto:susan@rgvsylvan.com).



**AGENDA ITEM REQUEST**

MEETING DATE: 7-1-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Termination of contract with Transcend, Inc. d/b/a SPA Skateparks

PARTY MAKING THE REQUEST: Edward Wylie

NATURE OF THE REQUEST: Contract Termination

**BUDGET:**

EXPENDITURE REQUIRED: \$17,050.00 (possible)

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

**ROUTING:**

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

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

**APPROVAL:**

DEPT. HEAD:  DATE: 6-25-15

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

CITY MANAGER:  DATE: 6/26/15

**STAFF RECOMMENDATION:**

During a Capital Improvements Meeting it was determined that the Skate park was no longer a priority for a Capital Improvement Project.

**Staff Recommends termination of contract before next phase of Plans and Specifications**

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**DESIGN/BUILD AGREEMENT BETWEEN CITY OF PHARR  
AND TRANSCEND, INC. D/B/A SPA SKATEPARKS**

THIS AGREEMENT BETWEEN THE CITY OF PHARR AND TRANSCEND, INC. D/B/A SPA SKATEPARKS (this "Agreement") is made and entered into effective as of the 3rd day of March 2015, and between CITY OF PHARR, TEXAS (the "City"), and TRANSCEND, INC. D/B/A SPA SKATEPARKS (the "Contractor").

**WITNESSETH:**

A The City owns certain real property, with improvements situated thereon, located at 205 W Polk Ave, Pharr, TX 78577 and known locally as Victor Garcia Municipal Park (the "Property").

B The City desires to have certain improvements constructed on the Property consisting of the new Pharr Skatepark, including the design and creation of a paved skateboard area to include a paved bowl and/or street style elements (the "Improvements"), such Improvements to be constructed in accordance with the Plans and Specifications hereinafter described.

C Contractor desires to serve as the original or general contractor for the aforementioned construction project (the "Project") for purposes of furnishing the necessary labor and materials (collectively, the "Work," as more specifically detailed in the Scope of Work and Budget, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes) to be utilized in the construction of such Improvements, and Contractor shall, subject to and in accordance with the terms and provisions of this Agreement, supervise the construction of, purchase the materials and furnish the equipment necessary to timely complete, the Project.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Contractor hereby agree as follows:

1 Conceptual Design and Development. Contractor shall prepare a draft master plan for the Project which it agrees to promptly revise to the satisfaction of the City with input from the public in conjunction with conceptual design and development. It includes preparation of a base plan, preparation of illustrative drawings and computer renderings thereof, a preliminary cost estimate and a final conceptual design (collectively, the "Design Drawings"). The City shall pay Contractor the sum of seventeen thousand and fifty dollars (\$17,050) upon Contractor's completion of such revisions, as agreed to by the parties.

2 Plans and Specifications. Promptly upon acceptance and approval of the Design Drawings in writing by the City, Contractor shall prepare all construction documents for the Project, including a layout plan, a drainage plan, construction details and such other plans or specifications as may be required for the Project, consistent with the Design Drawings (collectively, the "Plans and Specifications") Such Plans and specifications shall be signed and sealed by a Texas Registered Professional Landscape Architect. Upon acceptance and approval of

the Plans and Specifications in writing by the City, the City shall pay Contractor the sum of twelve thousand nine hundred and fifty dollars (\$12,950).

3 Construction Cost. The construction cost for the skatepark shall be \$270,000, to include all labor and materials complete in place.

4 Bonds. Contractor shall provide a performance and payment bond in the amount of 100% on the construction cost (\$270,000) prior to receiving Notice to Proceed for construction

5 Subcontractors. All portions of the Work not performed directly by Contractor or Contractor's employees shall be performed under subcontracts that shall be subject to, and will conform to the requirements of this Agreement and the other Contract Documents. Promptly after acceptance and approval of the Plans and Specifications by The City, Contractor shall furnish to the City a written list identifying all subcontractors Contractor proposes to use for the Work to be performed hereunder, if any. The Contractor shall assume the obligation to pay for and control the work performed by subcontractors, if any.

6 Construction Work. Utilities for the Work. Contractor shall, in a good and workmanlike manner and in accordance with this Agreement, prosecute and perform the Work necessary to construct the Improvements described in and reflected on the Plans and Specifications. Contractor understands and acknowledges that the City is entering into this Agreement in reliance upon Contractor's special skill and abilities in performing the Work hereunder. Contractor has visited the Project site and immediately adjacent areas and has become familiar with the local conditions under which the Work is to be performed. Contractor shall supervise and direct the Work to be performed in connection with the construction of the Improvements upon the Property and the completion of the Project using Contractor's best efforts, skill, judgment, abilities and attention, and Contractor shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures, and for coordinating and implementing all portions of the Work to be performed under this Agreement. The City will provide temporary water service for the Work. If electrical service already exists to the site, Contractor may use the City's electrical service for the Work at no cost. If, however, there is no existing electrical service to the site and a service request to an electrical provider is required by the Contractor, then it will be at Contractor's responsibility and cost. Contractor will cooperate with the City and any of the City's separate or other contractors or laborers whose work might interfere with the Work to be performed by Contractor hereunder, and Contractor shall, as requested by the City, participate in the preparation of coordinated plans and schedules to alleviate any such interference or congestion. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation, storage and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned them. Contractor will clean up and haul away all debris resulting from the performance of the Work hereunder and will at all times keep and leave the Project in as clean and orderly condition as the circumstances will permit. All materials, equipment, furnishings and fixtures incorporated in the Work will be new unless otherwise specified, and all Work to be performed hereunder will be of a good quality, free from faults and defects, and in conformance with the provisions of this Agreement, the Plans and Specifications and any other written instrument or document approved by the City and

Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project (this Agreement, the exhibits attached hereto, the Plans and Specifications, the Budget and such other written instruments or documents, if any, approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project are sometimes hereinafter referred to collectively as the "Contract Documents").

7 Adequate Safety Precautions. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its obligations pursuant to this Agreement. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (a) employees at the Project and other persons who may be affected thereby, (b) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site, and (c) all other property at the Project site or adjacent thereto, such as trees, shrubs, walkways, pavement, driveways, streets and utilities not designated for removal, relocation or replacement during the course of construction. Contractor shall erect and maintain, as may be dictated by the conditions surrounding the performance of the Work, reasonable safeguards for the safety and protection of all persons and property, including, without limitation, posting danger signs and warnings against potential hazards, promulgating safety regulations, and installing and maintaining safety and silt fencing around the perimeter of the Project site, if necessary. If and to the extent any hazardous materials or equipment or other unusual methods become necessary for the execution of the Work, Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel. The Contractor shall be responsible for regulating access to the Project site, and for excluding the public from the Project site during the period when the Work is being performed, provided that Contractor shall cooperate with such efforts.

8 Commencement and Completion of Construction Work; Mobilization Fee. Contractor shall commence the construction portion of Work promptly upon receiving a Notice to Proceed from the City, which notice shall be given only upon the City's approval of the Plans and Specifications, it being understood that the City shall not unreasonably withhold the Notice to Proceed. After completion of Plans and Specifications as described in Section 2 above and included with the Contractor's first payment application for construction, the City shall pay to Contractor a Mobilization Fee in an amount equal to ten percent (10%) of the total Budget for the Work. At Contractor's sole risk, Contractor may commence preparing for the Work at the Property prior to receiving the Notice to Proceed, subject to the terms of this Agreement, provided that no such Work preparation shall occur at the Property prior to March 3, 2015 unless pursuant to written instructions from the City to Contractor. The Contractor will obtain any required permits and licenses prior to commencement of construction. Contractor will, from and after the date on which construction commences, diligently and continuously perform and prosecute the Work to its completion in accordance with the Contract Documents, and shall use its best efforts to achieve final completion of the entire Project within one hundred and eighty (180) days after Contractor's receipt of the City's Notice to Proceed for Construction phase (such date of required completion being referred to herein as the "Scheduled Completion Date"). Notwithstanding any provision contained herein which could be construed to the contrary, final Completion (herein so called) of the Project shall not be deemed to have occurred until and unless (a) construction thereof is sufficiently complete so that the Project may be used by the City for its intended purpose, subject only to minor "punch list"-type items, (b) all required permits, licenses, certificates of compliance, certificates of occupancy and other approvals from the applicable governmental authorities

exercising jurisdiction over the Project shall have been issued, (c) all utilities required as part of Contractor's Work, if any, to service the Improvements have been connected and are available for immediate use and (d) The City shall have conducted an inspection of the Project, shall have reasonably approved of same, and shall have reasonably determined that all Work has been completed substantially in compliance with the Contract Documents, subject only to completion of punch-list items. Within ten (10) days of notice from Contractor that Completion has occurred, the City and Contractor shall inspect the Work for purposes of creating a list of punch-list items. Upon Completion of the Project, if requested by the City, Contractor shall join with the City in the execution of an Affidavit of Completion (herein so called) or similar instrument evidencing Completion of the Project; provided, however, that any failure or refusal on the part of Contractor to execute such Affidavit of Completion upon Completion of the Project shall not prejudice the right of the City to unilaterally execute such Affidavit of Completion and cause the same to immediately be filed of record in the county in which the Property is located.

9 Contractor Delay. Contractor shall be excused for the period of any delay in performance of any obligations hereunder when it is prevented from doing so by the wrongful or negligent acts or omissions of the City or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualties, adverse weather conditions, inability to obtain any material or service, or acts of God.

10 Contractor's Fee. For and in consideration of the faithful performance of this Contract in accordance with all terms herein contained, the City agrees to pay the total cost of the Work as set forth in the Budget in the amount of three hundred thousand dollars (\$300,000), inclusive of the specific payments made to Contractor as provided above. Such fee will be paid by the City to Contractor as the Work progresses as described in Paragraph 10 below. Contractor shall be entitled to no other compensation for the Work to be performed hereunder, and Contractor expressly covenants and agrees that all expenses incurred by Contractor in the conduct of its activities and the performance of its obligations and services hereunder shall be borne exclusively by Contractor (even if at variance with the Budget), and Contractor shall be solely responsible for the payment of same. Contractor understands and agrees that Contractor shall not be entitled to any benefits not expressly specified in this Agreement.

11 Changes in the Work. No change, modification, addition, deletion or other revision to the Work and/or the Contract Documents in furtherance of the Project shall be valid, binding or effective unless a written change order approved by the City and signed by the City and Contractor shall authorize the same. In the event of any such written change order approved by the City and signed by the City and Contractor, the value of the labor or materials, or both, added or omitted from the Work to be performed in furtherance of the Project shall be computed and determined by Contractor, subject to the written approval and acceptance by the City, and the amount so determined shall be added to or deducted from the Budget. Contractor shall have no claim for additional work performed by Contractor unless such work has been done pursuant to a written change order approved by and signed by the City and Contractor. If, as the result of any valid change order effected pursuant to the provisions of this Paragraph 7, the applicable changes in the Work may reasonably be expected to delay Contractor in achieving Completion of the Project, the City and Contractor may agree and stipulate in the written change order itself that the Scheduled Completion Date will be extended by the appropriate number of days corresponding to the

anticipated delay. However, absent any such stipulation in the change order serving to extend the Scheduled Completion Date, the Scheduled Completion Date shall not be deemed to be extended and Contractor will be expected to achieve Completion of the Project (including those portions of the Work covered by the change order) on or prior to the Scheduled Completion Date.

12 Progress Payments. All payments to Contractor hereunder shall be made on a work-in-place based on submitted schedule of values basis following inspection and approval by the City, such approval not to be unreasonably withheld. Every four (4) weeks or less during the progress of construction, Contractor will submit to the City an application for payment (referred to herein as an "Application for Payment") covering the portion of the Work performed (and materials used) for which payment has not been previously made. Each such Application for Payment shall be in form and substance reasonably satisfactory to the City and shall include, without limitation, (a) the amount due for the Work performed for which Contractor is requesting payment, (b) a reasonably detailed breakdown and itemization of such Work and the amount due, (c) the percentage of completion of the Work performed, (d) the sum of all prior payments made from the City to Contractor hereunder and (e) such other information and attachments as shall be reasonably required by the City for purposes of evaluating the Work performed for which Contractor is requesting payment. At the time Contractor submits an Application for Payment to the City, if requested by the City, Contractor will also provide to the City true, correct and legible copies of all invoices and bills for labor and materials incorporated in the Work and which are to be paid from the proceeds of the payment to be made by the City at such time. Within five (5) business days following the timely submission of an Application for Payment by Contractor to the City, the City shall provide notice to Contractor stating either (1) that the Application for Payment as submitted by Contractor has been approved by the City, or (2) that payment will be withheld until Contractor shall perform such corrective measures as shall reasonably be specified by the City to ensure that the Work performed for which payment is to be made conforms in all substantive respects to the Contract Documents. Within thirty (30) days following the City's receipt of the Application for Payment or, as applicable, within thirty (30) days after Contractor's completion of such corrective measures as shall have been reasonably identified by the City as aforesaid, and subject to the other provisions of this Agreement, the City shall make payment to Contractor.

13 Effect of Application for Payment. Each Application for Payment made from Contractor to the City hereunder shall be deemed a representation and warranty by Contractor to the City that, as of the date of such Application for Payment, (a) there exists no Event of Default (as hereinafter defined) and no event or condition that, with notice or lapse of time, or both, would constitute an Event of Default, (b) there has been no material variance from the Contract Documents with respect to the Work performed through the date of such Application for Payment and (c) all Work performed in furtherance of the construction of the Improvements at the then current state of construction has been done in a good and workmanlike manner, and all materials, equipment, furnishings and fixtures usually furnished and installed at such time have been so furnished and installed in a good and workmanlike manner.

14 Retainage. During the period in which the Work is being performed and for thirty (30) days thereafter, the City shall retain five percent (5%) of the amounts paid by the City under Paragraph 8 above (the "Retainage"). Subject to the provisions of this Agreement, such Retainage as aforesaid will be advanced to Contractor as the final payment hereunder upon the later of (i) the

expiration of thirty-one (31) days following Completion of the Project or (ii) Contractor's completion of the punch-list items referred to in Paragraph 6 above.

15 Withholding of Payments. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall not be obligated to make any payment to Contractor hereunder (whether a progress payment or the final payment) if any one or more of the following conditions exist:

a An Event of Default, or any event or condition which, with notice or lapse of time, or both, would constitute an Event of Default, has occurred;

16 Inspection by the City. The City shall have the right, but not the obligation, at any time and from time to time during construction of the Improvements to inspect the progress of the Work and to ensure that the same is being prosecuted and performed fully in accordance with the Contract Documents; provided, however, no inspection made by the City shall relieve Contractor of any of its obligations hereunder, including, without limitation, Contractor's obligations to correct defects in the Work and to provide the warranties set forth in this Agreement. In addition, the City, at its own expense, shall have the right, but not the obligation, to appoint a person or firm with architectural and/or engineering expertise (for convenience, referred to herein as the "the City's Engineer") to observe, inspect, monitor and test the Work performed hereunder and the progress of construction at the Project. Contractor covenants and agrees that the City's Engineer Inspector shall be permitted to visit and be on the Project from time to time for such purposes and Contractor shall use its best efforts to cooperate fully with the City's Engineer Inspector in the performance of its duties and to supply the City's Engineer with such materials and information as the City's Engineer may reasonably request for such purposes.

17 Correction of Work. All Work not conforming to the requirements of the Contract Documents, or which is rejected by any governmental authority, will be considered defective. Contractor shall promptly correct defects in the Work, whether observed before or after final completion of the Project and whether or not fabricated, installed or completed. Contractor shall bear all costs and expenses of correcting defective Work. The City may correct any defective Work (a) which Contractor does not undertake to correct within ten (10) days following written notice from the City to Contractor of the need for such correction or which Contractor thereafter fails to continue to correct with due diligence, or (b) without notice, in the case of an emergency. In the event the City undertakes to correct defects in the Work as aforesaid, Contractor shall reimburse the City for all costs and expenses reasonably incurred in connection therewith promptly on demand, supported by reasonable documentation of such costs and expenses. The provisions of this paragraph will apply to Work done or furnished by Contractor or its employees. If the City, in its sole and absolute discretion and without any obligation to do so, elects to accept Work which is defective, then the City may do so instead of requiring its correction, in which case the fee payable to Contractor under Paragraph 8 above will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made to Contractor hereunder.

18 No Liens. So long as the City makes payments in accordance with the terms hereof, Contractor shall not voluntarily file, permit to be filed or otherwise impose any mechanic's, materialman's, laborer's or other similar lien or encumbrance on any portion of the Project or the Property. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, Contractor shall, immediately on request, and at no cost, charge or expense to the City, cause the same to be

released, canceled and discharged of record. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, and if Contractor shall not cause such lien, encumbrance or claim to be released, canceled and discharged promptly (and in no event later than thirty (30) days following written notice from the City requesting Contractor to do so), and the existence of such lien, encumbrance or claim has resulted in or will soon result in a material adverse effect on the City or the City's business, the City shall have the right to pay all sums reasonably necessary to obtain such release, cancellation and discharge and the cost thereof shall be reimbursed to the City from Contractor on demand. Contractor shall defend, indemnify and hold harmless the City and the Project (including the Property and all improvements thereon) from and against any and all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien, encumbrance or claim thereof. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall in no event be required to make payments to Contractor hereunder at any time when any such lien, encumbrance or claim thereof shall be outstanding. Additionally, the City may withhold from any payment due to Contractor hereunder such amounts as are necessary to pay any and all claims for which the City has received notice (for convenience, a "Claim Notice") from any person or party providing labor and/or materials, including, without limitation, specially fabricated materials, used in the construction of the Improvements on the Project, and the City may pay such claims directly to such persons or parties as shall have provided the City with the Claim Notice. Any amounts so withheld shall be in addition to any Retainage withheld from any payment due Contractor hereunder and may be retained by the City until such time as a release of such claim described in the Claim Notice is received by the City from the claimant in form and substance acceptable to The City.

19 Contractor's Representative. Jamie Curtis ("Curtis") is hereby designated as the person in charge of the Work to be performed by Contractor under this Agreement. Curtis will participate in and will at all times be completely familiar with the performance by Contractor of the Work hereunder and will serve as the Contractor's point of contact between the City and Contractor.

20 Communications With the City. As to any matter on which the City's input shall be required hereunder, Contractor shall provide the City with all necessary materials and information from which the City may formulate its input and thereafter provide the City with a reasonable opportunity to respond. Upon request by the City, Contractor shall prepare and distribute minutes of all meetings and conferences held with the City to the participants of such meetings and conferences indicating Contractor's interpretation of the decisions reached and actions to be taken resulting therefrom.

21 Ownership of Documents and Drawings. All drawings, models, renderings, plans and specifications, including, without limitation, the Plans and Specifications, together with any other documents or information prepared by Contractor for the City in connection with the Project, shall be the property of the City. They shall not be used by Contractor on any project other than the Project unless expressly so authorized in writing by the City. In the event of a termination of this Agreement for any reason, Contractor will promptly deliver to the City the originals of all drawings, models, renderings, plans and specifications, including the Plans and Specifications, prepared to the date of termination. The City shall have the right to use such materials for completion of the Project.

22 Insurance. Contractor shall, at its sole cost and expense (subject to Paragraph 3 above), maintain in force and effect comprehensive commercial liability insurance for protection from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's operations under this Agreement. Such policy of insurance (i) shall name the City as an additional insured and contain clauses waiving the insurer's rights of subrogation against The City and (ii) shall (except as expressly provided otherwise herein) be in the following minimum coverage amounts: bodily injury coverage shall be in an amount not less than \$1,000,000.00 per occurrence, and property damage coverage shall be in an amount not less than \$1,000,000.00 per occurrence. If not already provided to the City, a certificate of insurance evidencing such coverage must be furnished to the City concurrently with the execution of this Agreement and in all events before Contractor commences the Work. Such certificate of insurance shall specify the additional insured status of the City mentioned above as well as the waivers of subrogation.

23 Warranties Concerning Improvements. Contractor warrants and represents to the City that the Work performed in connection with the construction of the Improvements shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to the City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of the City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after one (1) year from the project acceptance by the City, per section 8.

24 Compliance With Laws; Payment of Taxes. Contractor warrants and represents to the City that the Project and all Work to be performed in connection therewith and in furtherance thereof shall conform to all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances and with those of any other governmental or quasi-governmental body having jurisdiction over the Project, or any portion thereof. Contractor has reviewed the Plans and Specifications and is satisfied that they do not call for construction that would violate such laws, rules, etc. Contractor will pay all employment, social security and other taxes imposed upon it as an employer in connection with its performance of this Agreement and will furnish evidence, when requested by the City, showing that payment of all such taxes has been made. Contractor shall pay timely when due all local, state and federal taxes in connection with the Work to be performed hereunder and Contractor's business operations generally.

25 Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless The City, and its agents, employees and representatives, from and against any and all claims, causes of action, damages, losses and expenses of any nature whatsoever, including, injury to or death of any person or persons, without limitation, court costs, attorneys' fees and related legal expenses, arising out of or resulting from any material defects in the Work or any negligence in the performance of the Work hereunder or occurring in connection therewith. Without limiting the generality of the preceding sentence, Contractor understands and acknowledges that the indemnity provided pursuant to this paragraph shall extend to and cover, and Contractor shall accordingly defend, indemnify and hold harmless the City, its agents, employees and representatives, from and against, any and all claims, causes of action, damages, losses and expenses of any nature whatsoever brought or asserted by any person or party

whomsoever (including, without limitation, any third party purchaser of the Project) arising out of or resulting from defects in the Work. Such obligations of indemnity on the part of Contractor hereunder shall survive the expiration or any termination of this Agreement.

26 Default by the City and Contractor's Remedies. If the City fails to make payment to Contractor hereunder for a period of ten (10) days after the date on which such payment became due pursuant to the provisions hereof, Contractor may, upon seven (7) additional days' written notice to the City, in addition to any other remedies which may be available to Contractor, (a) bring a suit at law against the City for recovery of sums due Contractor and/or (b) discontinue the performance of the Work hereunder until such time as the appropriate payment is received by Contractor. All payments not made timely hereunder shall bear interest, without the necessity of demand or presentment, which are hereby waived, from the date due at the rate of eight percent (8%) per annum. No waiver by Contractor of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of Contractor, and no delay or omission in the exercise or enforcement by Contractor of any rights or remedies shall ever be construed as a waiver of any right or remedy of Contractor.

27 Default by Contractor. Any one or more of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

a The breach by Contractor of any warranty or representation contained herein;

b The failure of Contractor to perform or observe any term, provision, covenant, agreement or condition contained herein or in any of the other Contract Documents and the continuance of such failure for five (5) days following written notice thereof from the City to Contractor, except that if the nature of the particular failure on the part of Contractor is such that, by its nature, cannot be cured, the City shall not be required to give Contractor notice of such failure, and such failure shall constitute an Event of Default immediately upon its occurrence;

c The insolvency of Contractor;

d The appointment of a receiver of Contractor, or of all or any substantial part of its property, and the failure of such receiver to be discharged within thirty (30) days thereafter;

e The admission by Contractor in writing of its inability to pay its debts generally as they become due;

f The execution by Contractor of an assignment for the benefit of its creditors;

g The filing by or against Contractor of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding, or the act of Contractor in instituting or voluntarily being or becoming a party to any other judicial proceeding intended to effect a discharge of the debts of Contractor, in whole or in

part, or a postponement of the maturity or the collection thereof, or a suspension of any other rights or powers granted to The City herein or in any other documents executed in connection herewith;

h The failure of Contractor to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable; or

i The failure of any attachment, sequestration or similar proceeding against any of Contractor's property to remain undischarged or unbonded by Contractor, or undismissed, for a period of thirty (30) days after the commencement thereof.

28 The City's Remedies. Without limitation of the right of the City to all remedies available to the City as otherwise provided herein, at law and/or in equity, upon the occurrence of an Event of Default, the City, at its option, without any further notice or demand whatsoever, which are hereby waived, may perform such acts or expend such sums as shall be reasonably necessary to remedy any such Event of Default and may deduct the cost thereof from payments then or thereafter due Contractor hereunder. Upon the occurrence of an Event of Default, at the City's option, and without prejudice to any other remedy the City may have, the City may terminate this Agreement and may finish the Work by whatever method the City may deem expedient, and to the extent the costs thereof shall reasonably exceed those which would have otherwise become due to Contractor hereunder had Contractor timely and properly performed its obligations under this Agreement, Contractor shall pay and reimburse the City on demand for such costs, together with interest thereon calculated at the lesser of (i) the maximum rate of interest allowed by applicable federal or state law or (ii) eight percent (8%) per annum. All rights and remedies of the City hereunder are cumulative of each other and of every other right or remedy which the City may otherwise have at law or in equity, and the exercise of one or more rights or remedies by the City shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. No waiver by the City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of the City, and no delay or omission in the exercise or enforcement by the City of any rights or remedies shall ever be construed as a waiver of any right or remedy of the City.

29 Collection Rights. With respect to any sums or charges which may become due from one party to the other pursuant to the provisions of this Agreement, the party to whom such sums are due shall have all rights and remedies available at law or in equity to collect such sums or charges, including, without limitation, the right to set off any such sums or charges against payments becoming due to the other party hereunder.

30 Termination by the City. Notwithstanding any provision contained in this Agreement which could be construed to the contrary, and irrespective of whether there shall have occurred an Event of Default, the City may terminate this Agreement at any time effective upon fifteen (15) days' written notice to Contractor of such termination, whereupon neither party shall have any further liability or obligation to the other hereunder, except as otherwise expressly provided herein. In the event of any such termination by the City pursuant to this provision, Contractor shall be entitled to be paid an amount which is equitable in the circumstances for Work performed hereunder as of the date of termination (including Contractor's fee hereunder earned as of such date), together with Contractor's actual and provable costs and/or losses with respect to

materials, equipment, tools and storage, including reasonable profit and overhead, mobilization and demobilization. In the event the City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within ten (10) days after termination, the City shall obtain, at its own expense, a Professional Engineer's sealed opinion of the amount due in consideration of all circumstances surrounding the termination and shall make payment accordingly. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 24 above.

31 Independent Contractor. It is understood and agreed that the relationship of Contractor to the City shall be that of an independent contractor. Nothing contained herein shall be deemed or construed to (a) make Contractor the agent, servant or employee of the City, or (b) create any partnership, joint venture or other association between the City and Contractor. Contractor shall not have the right to bind the City to any obligations whatsoever, and this Agreement shall not be construed to make the City liable to any person or party for debts or claims of any character accruing to them against Contractor.

32 Notices. Notices to be given by either party hereto shall be in writing and shall be deemed to have been served, given and received (a) if hand delivered, when delivered in person to the address set forth hereinafter for the party to whom notice is given, (b) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, properly addressed to the party to whom notice is given at the address hereinafter specified, or (c) if faxed, when verifiable confirmation of delivery is received by the sender of such fax to the party whose fax address is hereinafter specified. Until changed by written notice, the parties' addresses for notices are as set forth on the signature page attached hereto.

33 Assignment. Without the prior written consent of the City, Contractor shall not assign any of its rights or delegate any of its duties hereunder. Any such attempted assignment or delegation, without the prior written consent of the City as aforesaid, shall be null and void. the City may assign its rights and obligations under this Agreement from time to time to any third party provided such third party assignee expressly assumes the City's obligations hereunder, provided that the City shall not be released by any such assignment from the performance of any obligations hereunder.

34 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

35 Time of Essence. Time is of the essence of this Agreement and any breach of same shall go to the essence thereof, and Contractor, in agreeing to use its best efforts to complete the Work within the time period prescribed herein, has taken into consideration and made allowances for common and foreseeable hindrances incident to the Work to be performed hereunder.

36 Attorneys' Fees. Should any party bring suit against the other party concerning matters arising out of this Agreement, the prevailing party shall be entitled to recover from the other party court costs, reasonable attorneys' fees and related legal expenses incurred in connection with such suit.

37 Applicable Law. This Agreement is to be governed and construed under the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in Hidalgo county where the Property is located.

38 Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, if any, whether written or oral, between the City and Contractor concerning the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the City or Contractor unless in writing and signed by both parties to this Agreement.

39 Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Agreement.

40 Singular and Plural; Gender. Where required for proper interpretation, words in the singular shall mean the plural, and vice versa; the masculine gender shall include the neuter and the feminine, and vice versa.

41 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

42 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

43 Construction. The parties hereto each acknowledge and agree that this Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing same to be drafted.

44 Authority. Each person executing this Agreement, by their execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Agreement against such party following such execution.

45 Waiver of Consequential Damages. Anything herein to the contrary notwithstanding, each of the parties hereto hereby waives all claims against the other for consequential damages.

## Exhibit A

### Scope of Work & Budget

City of Pharr  
118 S. Cage Blvd. | Pharr, TX | 78577  
c/o: Francisco Marin  
Parks and Community Services Director

Dear Mr. Marin,

Thank you for the opportunity to work with your community on the development of a modern concrete youth park in Pharr. Consistent with our recent discussions, we respectfully submit the following Scope of Work and Budget for the Project. This Scope of Work is intended to supplement and further define the details of the Skatepark Design/Build Agreement between City of Pharr and Transcend, Inc. d/b/a SPA Skateparks and shall be an exhibit thereto.

#### SPA Skateparks Scope of Work:

- Community Consultation & Concept Design. Includes 1-2 in person public/staff /focus group input meetings.
- Prepare technical specifications and professionally sealed construction drawings
- Skatepark size, features and arrangement will be determined by the final design approved by the City and City's Representative.
- Construction to begin after written approval of plans and specifications and issuance of Notice to Proceed for construction by City.
- Construction Work. All Labor and Materials required for the grading/drainage, forming, placing and finishing of all proposed concrete features and flatwork. All labor and materials required for the fabrication and installation of all proposed steel work including structural steel, steel coping/edging, grind rails and other miscellaneous steel.
- Earthworks per suitable geotechnical report
- Project management. Foreman or other approved capable representative on site during construction.

#### SPA Skateparks Scope of Work **Does Not Include** the following items:

- Labor and materials required for landscaping and irrigation procedures (ie. trees, stone work, pathways, planting, sod, hydro-seed, trees etc.) lighting, fencing, park signage, shade structures and site amenities unless otherwise agreed to in writing by both parties.
- Costs for Geotechnical report, materials testing, survey, contractor registration fees, City permits and fees
- All other detail outside of the skate park features and hard surface concrete/steel work unless otherwise agreed to in writing by both parties
- All aspects of Work not included in SPA Skateparks Scope of Work above

#### Total contract price for the Pharr Design Build Skatepark Project:

- **Project Cost Not To Exceed: Three hundred thousand dollars (\$300,000).**

IN WITNESS WHEREOF, the parties have executed this Agreement between City of Pharr and Transcend, Inc. d/b/a SPA Skateparks as of the day and year first above written.

**THE CITY:  
CITY OF PHARR**

By: 

Name: Fred Sandoval

Title: City Manager

Address: 118 South Cage

Pharr, TX 78577

Phone: 956-402-4100

Fax: \_\_\_\_\_

**APPROVED BY  
CITY COMMISSION**  
ON: 01-22-2015 *Handwritten*

**THE CONTRACTOR  
TRANSCEND, INC. D/B/A SPA SKATEPARKS**

By: 

Name: Yann Curtis

Title: Corporate Secretary

Address: 1301 Orlando Road  
Austin, Texas 78733

Phone: 512-203-5445

Fax: 512-236-5272



# CERTIFICATE OF LIABILITY INSURANCE

SPASK-2 OP ID: JU

DATE (MM/DD/YYYY)  
03/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Texas Associates Insurors Building 3, Suite 300 1120 Capital of Texas Hwy S. Austin, TX 78746	<b>CONTACT NAME:</b> Gary J. Grissom <b>PHONE (A/C, No, Ext):</b> 512-328-7676 <b>FAX (A/C, No):</b> 512-327-8337 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale Insurance</td> <td>003292</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Co</td> <td>22945</td> </tr> <tr> <td>INSURER C: Progressive County Mutual</td> <td>24260</td> </tr> <tr> <td>INSURER D: Hanover Insurance</td> <td>22292</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance	003292	INSURER B: Texas Mutual Insurance Co	22945	INSURER C: Progressive County Mutual	24260	INSURER D: Hanover Insurance	22292	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> Transcend, Inc. 1301 Orlando Rd Austin, TX 78733														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	CPS2046047	09/09/2014	09/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02169291-1	04/19/2014	04/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			UBS0002313	09/09/2014	09/09/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF0001194434	09/09/2014	09/09/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Equipment Leasd &amp; Owned</b>			IHDA30741400	09/05/2014	09/09/2015	Limit 60,620 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE(S) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 205 W Polk Ave, Pharr, TX 78577 and known locally as Victor Garcia Municipal Park Blanket additional insured and waiver of subrogation per policy conditions which include per written contract.

<b>CERTIFICATE HOLDER</b>  CITYPHA  City of Pharr 118 S. Cage Blvd. Pharr, TX 78577	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**AGENDA ITEM REQUEST**

MEETING DATE: 7-1-15

INITIATED BY: Edward Wylie DEPARTMENT: Development Services

AGENDA ITEM: Legal Update on Special Needs Park

PARTY MAKING THE REQUEST: Edward Wylie

NATURE OF THE REQUEST: Legal Update and Direction on expired contract and uncompleted project

**BUDGET:**

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$0

ADDITIONAL FUNDING: \$0

**ROUTING:**

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

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

**APPROVAL:**

DEPT. HEAD:  DATE: 6-25-15

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

CITY MANAGER:  DATE: 6/26/15

**STAFF RECOMMENDATION:**

**Contractor is currently out of contract time and is 183+ days in default. Legal options and update to be given by City Attorney**

6.25.15

*VIA CM, RRR*  
*7014 1820 0000 7147 5856*

Texas Descon, LP  
P.O. Box 3547  
McAllen, Texas 78502

Re: **NOTICE OF CLAIM FOR NORTHSIDE PARK - SPECIAL  
NEEDS FACILITY**

Dear Texas Descon, L.P. and Representatives:

Please be advised that I am the City Attorney of the City of Pharr and am authorized to discuss the matters contained herein. You are hereby notified that the City of Pharr is pursuing a legal claim against you for completion, damages, and all proximate relief.

As you know, the City of Pharr approved the special needs park project to provide a public place for the community that was unique and much needed for local families. The project was originally funded in February 18, 2013, and the Notice to Proceed was issued on April 10, 2014 (attached). The contract completion date was October 2014. The funding for the project was also supported by the U.S. Housing and Urban Development as administered by the City of Pharr's Community Development Block Grant.

On October 27, 2014, City of Pharr personnel advised of your failure to meet the construction schedule and awaited reason for a revision of the schedule. The City's notice was never responded to. Again, on January 12, 2015, city personnel once again placed you on notice of the failure to timely complete the project and advised that the project was eighty three (83) days past the contract deadline. Since these notices, there has been no project activity other than demands from subcontractors for payment. As a courtesy, I am attaching both notices for your review.

It has been your duty and responsibility to comply with the agreed terms of the special needs park project so as to fully and timely satisfy the construction plans within the allocated budgetary amounts. You have repeatedly failed to fully honor the construction contract and are in material breach of the contract. Your actions and inactions have not only caused a breach of contract, but the representations are also false, misleading, and deceptive to the City of Pharr in violation of §17.46(b)(5) of the Texas Deceptive Trade Practices Act – Consumer Protective Act.

The City of Pharr hereby claims that you have acted unlawfully and that your inability to satisfy legal obligations will have a fiscal impact, and also impact the general welfare and needs of the community.

Today, my office is requesting copies of all invoices and payments made for all work performed and materials purchased in furtherance of the special needs park project from the time of bidding to the present—including change orders. This request is made pursuant to Chapter 162 of the Texas Property Code (Trust Fund Statute).

I am forwarding this notice to your bond and surety providers, as well as, the U.S. Housing and Urban Development offices. You should also forward this legal claim to your bond and surety companies so that the proper and necessary legal steps can be initiated. Any further communication between you and your agents with any representatives from the City of Pharr shall cease and be directed to me.

If you have any questions or wish to discuss this matter further, please do not hesitate to call. I will earnestly await your response and remain,

Sincerely,

THE PRUNEDA LAW FIRM, P.L.L.C.

A handwritten signature in black ink, appearing to read "Michael Pruneda", with a long horizontal flourish extending to the right.

Michael Pruneda

cc:

*Via CM, RRR*  
7014 1820 0000 7147 5863

*Zurich American Insurance Company*  
*Fidelity and Deposit Company of Maryland,*

*Colonial American Casualty and Surety Co.  
15303 Dallas Pkwy.; Suite 800, Addison, Texas 75001*

Elva F. Garcia, Director  
Office of Community Planning and Development  
HUD -San Antonio  
H.F. Garcia Federal Bldg/US Courthouse  
615 E. Houston Street, Suite 347  
San Antonio, TX 78205



"Triple Crown City"



MAYOR  
Leo "Polo" Palacios, Jr.

## NOTICE TO PROCEED

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

DATE: April 10, 2014

PROJECT NAME: Northside Park – Special Needs Facility

PROJECT LOCATION: Adjacent to Dr. Long Elementary School

BID NUMBER: 1213-01-522-0018

CONTRACT AMOUNT: \$708,150.00

This is to inform you that **Texas Descon, L.P.** may proceed with the construction of the above referenced project as of **April 10, 2014**. The construction period for this project will be **One Hundred Eighty (180)** calendar days. The construction time will expire on **October 21, 2014**. Please review and abide by the construction plans and specifications throughout the execution of the work. Please submit a proposed construction schedule to the City Engineer for concurrence as soon as possible. Failure to submit the proposed construction schedule may delay payments. If there are any questions, please call William F. Ueckert Jr., P.E., City Engineer at 402-4242.

Fred Sandoval  
City Manager

Cc: Hilda Pedraza, Pharr City Secretary  
William F. Ueckert, Jr., P.E., Pharr City Engineer  
David Garza, Pharr Assistant City Manager  
Frank Marin, Pharr Park & Recreation Director

"Triple Crown City"



MAYOR  
Leo "Polo" Palacios, Jr.

COMMISSIONERS  
Arturo J. Cortez  
Roberto "Bobby" Carrillo  
Oscar Elozando, Jr.  
Edmund Maldonado, Jr.  
Aquiles "Jimmy" Garza  
Adan Farias

CITY MANAGER  
Fred Sandoval

October 27, 2014

Mr. Romeo Garcia  
Project Manager  
Texas Descon, L.P.  
P.O. Box 3547  
McAllen, TX 78502

Re: Northside Park – Special Needs – Completion Date

Dear: Mr. Garcia:

This letter is our request to provide a revised construction schedule.

- The completion date for the above referenced project was October 21, 2014 which is currently six (6) days behind schedule. Please provide a revised construction schedule which would take into consideration any rain days that you may have.
- The next pay request please submit the number of rain days that you may be requesting.

If there are any questions, please feel free to call.

Sincerely Yours,

William F. Ueckert Jr., P.E.  
City Engineer  
City of Pharr  
118 South Cage, 1<sup>st</sup> Floor  
Pharr, TX 78577

"Triple Crown City"



MAYOR  
Leo "Polo" Palacios, Jr.

COMMISSIONERS  
Miguel J. Cortez  
Roberto "Bobby" Corrallo  
Oscar Elozondo, Jr.  
Edmund Maldonado, Jr.  
Aguiles "Jimmy" Garza  
Adan Farias

CITY MANAGER  
Fred Sandoval

January 12, 2015

Texas Descon 4S, LCC  
Mr. Michael Smith  
P.O. Box 3547  
McAllen, TX 78502

Re: North side Park Special Needs Facility

Dear Mr. Smith:

On April 10, 2014 the City of Pharr issued a Notice to Proceed to your company to begin construction with a completion date of October 21, 2014. As of to date you have exceeded the completion date by 83 calendar days. I've attached the Notice to Proceed.

Therefore, I'm requesting a revised construction schedule and an explanation of why the delay. Please submit the schedule as soon as possible.

If there are any questions, please feel free to call.

Sincerely Yours,

William F. Ueckert Jr., P.E.  
City Engineer  
City of Pharr  
118 South Cage, 1<sup>st</sup> Floor  
Pharr, TX 78577

**Subject:** Fwd: Dr. Long Park Activity  
**From:** "Michael Pruneda"  
<[michael@michaelpruneda.com](mailto:michael@michaelpruneda.com)>  
**Sent:** 06/25/2015 8:37:54 AM  
**To:** "Edward Wylie" <[ed.wylie@pharr-tx.gov](mailto:ed.wylie@pharr-tx.gov)>

Begin forwarded message:

**From:** "Garcia, Elva F" <[ELVA.F.GARCIA@hud.gov](mailto:ELVA.F.GARCIA@hud.gov)>  
**Date:** June 25, 2015 at 8:12:37 AM CDT  
**To:** Santiago Salinas <[santiago.salinas@pharr-tx.gov](mailto:santiago.salinas@pharr-tx.gov)>, "Rios, David" <[David.Rios@hud.gov](mailto:David.Rios@hud.gov)>  
**Cc:** "[mayor@pharr-tx.gov](mailto:mayor@pharr-tx.gov)" <[mayor@pharr-tx.gov](mailto:mayor@pharr-tx.gov)>, Javier <[javier.rodriquez@pharr-tx.gov](mailto:javier.rodriquez@pharr-tx.gov)>, Juan Guerra <[juan.guerra@pharr-tx.gov](mailto:juan.guerra@pharr-tx.gov)>, David Garza <[dgarza@pharr-tx.gov](mailto:dgarza@pharr-tx.gov)>, mario palomo <[mario.palomo@pharr-tx.gov](mailto:mario.palomo@pharr-tx.gov)>, Michael Pruneda <[michael@michaelpruneda.com](mailto:michael@michaelpruneda.com)>, William Ueckert <[william.ueckert@pharr-tx.gov](mailto:william.ueckert@pharr-tx.gov)>, Frank Marin <[frank.marin@pharr-tx.gov](mailto:frank.marin@pharr-tx.gov)>  
**Subject:RE: Dr. Long Park Activity**

Morning Santiago,

In accordance with the CDBG regulations at 24 CFR 570.501, the City is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The City is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise. I assume that based on the City's Purchasing/Procurement policies and the contract that the City executed with Texas Descon, L.P. there are remedial actions outlined in the contract. Based on your message below it appears that the City Attorney is taking those actions to enforce your contract.

This project was originally funded in IDIS February 18, 2013, after significant delays the Notice to Proceed was issued April 10, 2014, with a proposed completion date of October 2014. As you state in your message below the project is still not complete, however a review of IDIS indicates that all CDBG funds in the amount of \$481,370.85 (for Activity 309) have been expended. We did not find an Activity 304 in IDIS for the Phase II.

Our first question is, why were all CDBG funds expended, when the project is not complete? Were progress inspections done prior to releasing payments? Who completed those inspections?

I would caution the City that HUD can enforce corrective and remedial actions, as noted in 24 CFR 570.910, by asking the City to reimburse its line of credit using non-federal funds in any amounts expended for an incomplete project. Once repaid the funds can be re-programmed to an eligible activity. Please note, that until this project is completed, the City remains out of compliance, as an eligible activity has not been completed nor has it met a national objective of the CDBG program.

In as much as the process of taking legal action may cause additional significant delays, we would recommend that the City complete the project with its own general funds until such time as a settlement can be reached, thus ensuring that the project has met both the eligibility and national objective requirements of the CDBG Program.

Should you have additional questions please contact our office.

*Elva F. Garcia, Director*

Office of Community Planning and Development

HUD -San Antonio

H.F. Garcia Federal Bldg/US Courthouse

615 E. Houston Street, Suite 347

San Antonio, TX 78205

Office: 210-475-6800, ext. 2295

Fax: 210-472-6825



**From:** Santiago Salinas [<mailto:santiago.salinas@pharr-tx.gov>]  
**Sent:** Wednesday, June 24, 2015 4:56 PM  
**To:** Garcia, Elva F; Rios, David  
**Cc:** [mayor@pharr-tx.gov](mailto:mayor@pharr-tx.gov); Javier; Juan Guerra; David Garza; Santiago Salinas; marlo palomo; Michael Pruneda; William Ueckert; Frank Marin  
**Subject:** Dr. Long Park Activity

Elva/David:

Please be advised that the City Attorney is in the process of contacting the Bond Company for Texas Descon, L.P. the Prime Contractor for the Dr. Long City Park project (IDIS Activity #309).

The City has determined to pursue this measure against Texas Descon, L.P. due to that the bonded party has failed to perform certain specified duties on the project; therefore, this is the sole source of effective relief to complete the project.

I know that currently, David Rios is out of the office and will not return til next Tuesday, but is there any forms/process CDBG office needs to follow in a matter like this one.

The Park consisted of a PhaseII component of Special Needs Playground equipment (IDIS Activity#304), as well.

Please advise on any forms, etc. to incorporate into our measures.

Santiago Salinas, Jr.

CDBG Manager

Community Development

City of Pharr, Hidalgo County, Texas

(956) 702-5360

SENT VIA -- [GW1.PHARR-TX.GOV](mailto:GW1.PHARR-TX.GOV) -- CITY OF PHARR, TEXAS

Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is

corrupted or does not reach its intended destination.

# DYKEMA COX SMITH

Dykema Cox Smith  
Commerce Center West  
1400 North McColl Road, Suite 204  
McAllen, Texas 78501

WWW.DYKEMA.COM

Tel: 956.984.7400

Fax: 956.984.7499

**Raymond A. Cowley**

Direct Dial: 956.984.7401

Email: [rcowley@Dykema.com](mailto:rcowley@Dykema.com)

June 25, 2015

Via E-Mail: [juan.guerra@pharr-tx.gov](mailto:juan.guerra@pharr-tx.gov)

Mr. Juan Guerra  
Interim City Manager  
City of Pharr  
118 S. Cage Blvd.  
Pharr, Texas 78577

Re: City of Pharr

Dear Mr. Guerra:

Thank you for the opportunity to be of service to The City of Pharr ("the City"). We will endeavor to provide the highest quality legal services in a responsive, efficient manner. We would like to take a moment to clarify the terms and conditions of our representation.

## **Scope of Service**

You have asked our firm to represent the City in connection with an internal investigation.

While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide in the future.

## **Staffing**

I will be the attorney primarily responsible for the representation, with the assistance of other attorneys and/or paralegals as may be appropriate. It is important that you are satisfied with our services and responsiveness at all times. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My telephone number is (956) 984-7400.

It is our goal to provide quality legal services in an efficient, economical manner. This may require involving other firm attorneys with the requisite skills, and paralegals, who are not attorneys but who prepare documents and do support work under an attorney's supervision.

### **Fees, Disbursements, and Other Charges**

This matter will be billed on an hourly rate basis. My billing rate for this matter is \$300 per hour. In addition to our fees, we will bill you for disbursements and other charges as described in the General Provisions enclosed with this letter. I will bill monthly, and I do not require an advance retainer.

Please contact me if you have questions or concerns about our fees or billing procedures.

### **Conflicting Representation**

It is agreed that our firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you. Our firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used in any such other matter by such client to your material disadvantage.

### **Electronic Communications**

Technology is ever evolving and electronic communications cannot be fully protected from unauthorized interception. In addition, human error may at times result in electronic communications being missent. Nonetheless, for efficiency purposes, you authorize the firm to transmit information, including information of a confidential nature relating to our representation of you by facsimile, unencrypted e-mail or cellular telephone when we believe that is appropriate. Should you have any concerns about our use of facsimile, unencrypted e-mail or cellular telephone, you should advise us as to the preferred mode of transmitting such information relating to your work.

### **General Provisions**

The General Provisions attached to this letter set forth additional terms and conditions. These General Provisions are incorporated into this letter and apply to our representation to the extent not expressly inconsistent with this letter.

### **Complaint to State Bar**

The State Bar of Texas requires that we advise you as follows:

"The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional

DyKEMA COX SMITH

June 25, 2015

Page 3

misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call."

**Texas Lawyer's Creed**

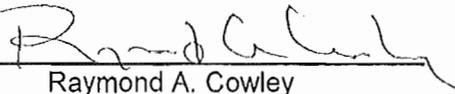
Under the Rules of the Texas Supreme Court and the State Bar of Texas, we are required to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached.

If this letter correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy and return it to me. Upon your acceptance, these terms and conditions will apply retroactively to the date we first performed services on your behalf. This letter will not become effective and we will have no obligation to provide legal services until you sign and return the copy of this letter.

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

**DYKEMA COX SMITH**

By:   
Raymond A. Cowley  
For the Firm

I/we read and understand the terms and conditions set forth in this letter (including the attached General Provisions) and agree to them.

Date: \_\_\_\_\_

\_\_\_\_\_  
CITY OF PHARR

## General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Dykema Cox Smith and our clients:

1. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.

2. In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, air freight, computerized research, depositions, court transcripts, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others that exceed \$750.00 (such as experts, investigators, witnesses, consultants, and court reporters) will not be paid by our firm and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time for a client's convenience, furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

4. Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services.

5. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.

6. We have the right to terminate representation subject to applicable legal and ethical rules governing attorney-client relationships. We also have the right to terminate the representation for good cause or if the client's conduct interferes with an effective attorney-client relationship. Reasons for terminating the representation may include, but are not limited to, the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstances that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical.

We also reserve the right to withdraw from our representation if the continuation of the representation will result in an unreasonable financial burden on the firm or the client has rendered the representation unreasonably difficult. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any document (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

7. The parties hereto agree that this Agreement is performable in Bexar County, Texas and that the sole and exclusive venue for any claim arising under this Agreement shall be in the state and federal courts sitting in Bexar County, Texas.

THE TEXAS LAWYER'S CREED  
A MANDATE FOR PROFESSIONALISM

Promulgated by  
The Supreme Court of Texas and the Court of Criminal Appeals  
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been

agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

#### IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

#### ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In

fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

*In Chambers, this 7th day of November, 1989.*

The Supreme Court of Texas  
Thomas. R. Phillips, Chief Justice

Franklin S. Spears

C. L. Ray  
Raul A. Gonzales  
Oscar H. Mauzy  
Eugene A. Cook  
Jack Hightower  
Nathan L. Hecht  
Lloyd A. Doggett  
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge  
W. C. Davis  
Sam Houston Clinton  
Marvin O. Teague  
Chuck Miller  
Charles F. (Chuck) Campbell  
Bill White  
M. P. Duncan, III  
David A. Berchelmann, Jr.  
Judges



interoffice  
MEMORANDUM

**To:** Mayor and City Commission

**From:** Imelda Barrera, Assistant City Clerk *IB*

**Subject:** Agenda Item – Consideration and action, if any, on mutual separation agreement and release with Federico Sandoval.

**Date:** June 16, 2015

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This item will be discussed in executive session.

Thank you.