



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 5:30 P.M. ON
TUESDAY, MAY 19, 2015**

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

1. CALL TO ORDER:

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

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

- A) City Engineer's Report
- B) Submission of monthly report – Pharr Municipal Court
- C) Submission of April 2015 Tax Collection Report
- D) Submission of May 2015 Sales Tax Report
- E) City events of interest
- F) Legislative/Project Update

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

- A) Consideration and action, if any, authorizing City Manager to advertise for Catastrophic Event Debris Removal Services.
- B) Consideration and action, if any, rejecting bids for the purchase and delivery of fuel for the Public Works Department facility and authorize City Manager to re-advertise for bids.

AGENDA REGULAR MEETING
MAY 19, 2015

- C) Consideration and action, if any, authorizing City Manager to advertise for proposals for bank depository services.
- D) Consideration and action, if any, on Change Order #1 in the total amount of add \$44,124.00 and add 10 calendar days for the Capote & Las Milpas Parks Street Improvements Project.
- E) Consideration and action on Planning & Zoning Cases:
Public Hearing
 - 1. Mario I. Ledezma, d/b/a La Frontera Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lots 4 and 5, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5808 South Cage Boulevard. CUP#150431 (Tabled Item)
 - 2. Luby's Bevco Inc. d/b/a Luby's Cafeteria, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, El Centro Mall No. 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1900 West Expressway 83. CUP#130419

PLATS:

- 3. Sam Engineering & Surveying, representing Maria De La Luz Santana and Jose Luis Delgado, are requesting final plat approval of the proposed G & D Event Center Subdivision. The property is legally described as being a 2.20 acre tract of land, out of Lot 111, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1002 East Nolana Loop. SUB#131128
- 4. MGE, representing Pharr-San Juan-Alamo I.S.D., is requesting final plat approval of the proposed PSJA ISD Palmer Elementary Subdivision. The property is legally described as a 21.70 acre tract of land, out of Lot 232, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located between the 1200 and 1600 Block of West Hall Acres Road. SUB#130820

REGULAR AGENDA – OPEN SESSION:

4. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance amending Ordinance No.O-2012-33 adopting the City of Pharr Purchasing Manual. (TABLED)
- B) Consideration and action, if any, on Ordinance designating the City of Pharr – TIF Reinvestment Zone #2. (TABLED)
- C) Consideration and action, if any, on Resolution authorizing review of Texas Gas Service Company's ("TGS") Cost of Service Adjustment ("COSA") Tariff.

- D) Consideration and action, if any, on Resolution authorizing Pharr Police Department to submit grant application to the Texas Office of Attorney General for the Victim Coordinator and Liaison Grant Project.
- E) Consideration and action, if any, on Resolution appointing/reappointing members of the Pharr Economic Development Corporation !! Board of Directors.

5. ADMINISTRATIVE:

- A) Consideration and action, if any, approving list and public auction of City of Pharr Departments surplus awarded, unclaimed and seized property.
- B) Presentation and possible action, if any, on the City of Pharr organizational structure at all levels, to include all executive management and all directors.
- C) Consideration and action, if any, on public comments during City Commission meetings.
- D) Presentation and possible action, if any, on project relating to a bridge to cross a canal to link the neighborhood north of West Las Milpas Road to Jones Box Park.
- E) Presentation and possible action, if any, on project relating to a library and recreation center in south Pharr.
- F) Consideration and action, if any, on request from the City of Pharr to the Pharr Economic Development Corporation to increase their contribution to VIDA, from \$50,000 to \$100,000.
- G) Presentation and possible action, if any, on lending and predatory lending ordinances and/or resolutions that in favor of protecting the citizens of Pharr.
- H) Discussion and presentation on current Metro transportation in south Pharr.
- I) Consideration and action, if any, on request from the City of Pharr to the Lower Rio Grande Valley Development Council on Metro transportation in the City of Pharr.
- J) Presentation and possible action, if any, on City of Pharr paving program and/or plans, to include south Pharr.
- K) Consideration and action, if any, on City of Pharr paving program and/or plans.

- L) Consideration and action, if any, on the Mayor and City Commission "Utility Bill Assistance Program" to be implemented, if possible, this current fiscal year.
- M) Consideration and action, if any, on the Mayor and City Commission "Utility Rate Reduction Plan" to be implemented, if possible, this current fiscal year.
- N) Consideration and action, if any, on the Mayor and City Commission "Property Tax Plan" for the fiscal year starting October 1, 2015.
- O) Consideration and action, if any, on the Mayor and City Commission "City Employee Living Wage Plan" for the fiscal year starting October 1, 2015.
- P) Presentation and action, if any, on the base and total rate of pay for civil service employees in comparison to similar cities in the Rio Grande Valley.
- Q) Consideration and action, if any, on base and total rate of pay for civil service employees for the fiscal year starting October 1, 2015.

6. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any on Memorandum of Understanding between the City of Pharr and the Area Agency on Aging for the Cage Blvd. and Helmer Street Sidewalks Improvements Project funded through the Section 5310 Program.
- B) Consideration and action, if any, on agreement between the City of Pharr and the Boys and Girls Club of Pharr for concession services at the Pharr Aquatic Center.

7. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 4 -6 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.

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

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

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

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

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

9. **ADJOURNMENT.**

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 15th day of May 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).



WITNESSED BY HAND AND SEAL, this 15TH DAY OF MAY 2015.

Hilda Pedraza

HILDA PEDRAZA, TRMC
CITY CLERK

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

Title: _____

**City Engineer's Report
May 19, 2015**

Design Projects:

Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road

A meeting was held on April 22, 2015 with Aldaña Engineering & Traffic Design to discuss the completion of preliminary plans and specifications; key items were discussed with staff.

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 90% completed.

International Trade Center – Bridge

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

Owassa Road

The Opportunity for a Public Hearing Notice period has ended. One request for a Public Hearing was received; however after meeting with the resident the request was retracted. Next step is to submit the Certification of Opportunity for a Public Hearing to proceed with the environmental clearance. Final selection of pavement cross sections are underway and utility coordination with utility companies is ongoing.

Skate Park – Polk Ave.

Site survey has been completed and preliminary geotechnical work has begun. Preliminary design is also underway.

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 is currently underway.

Contract Amount:	\$1,617,323.00
Current Expenditures:	\$ 332,671.30
Percent Completed:	34%

East Anaya Road

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

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

Egly & Sugar Drainage Detention Pond-Offsite Improvements

A bid opening was held on February 10, 2015. We are waiting on Garco Industries to submit signed contracts and bonds so we can issue the Notice to Proceed.

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

A pre-construction meeting was held on April 22, 2015. Submittals for signal equipment are currently under review. Traffic control has already been installed.

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

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



Capote Industrial Park Street Improvements –Capote Central (East of DPS exit)



Capote Industrial Park Street Improvements –Capote Central (East of DPS exit)

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

	CURRENT MONTH	PRIOR YEAR	CURRENT YEAR	YEAR TO DATE PRIOR YEAR
FINES & ADM.				
ARREST(CITY)	\$108,374.40	\$75,629.11	\$ 700,284.86	\$ 631,059.52
STATE TAX	\$69,615.11	\$42,754.46	\$ 425,615.49	\$ 341,088.14
TECHNOLOGY	\$3,931.80	\$2,572.30	\$ 24,850.13	\$ 21,039.31
SECURITY	\$2,948.88	\$1,924.42	\$ 18,629.27	\$ 15,760.30
SEATBELT	\$309.50	\$109.50	\$ 1,446.32	\$ 1,948.06
JUVENILE CASE MANAGER	\$5,321.13	\$2,869.82	\$ 31,473.40	\$ 17,798.26
SCOFFLAW	\$80.00		\$ 920.00	
COLL. AGY	\$87.93	\$413.59	\$ 2,467.78	\$ 2,944.78
TOTAL	\$190,668.75	\$126,273.20	\$ 1,205,678.25	\$ 1,031,638.37

TRAFFIC:	MONTHLY	YEAR TO DATE
1. New Cases filed this month	1,051	10,267
2. Disposition prior to trial:		
Fined	1543	7878
Cases Dismissed	110	844
3. Disposition at Trial		
Trial by Judge-Guilty:	4	22
Dismissed at Trial:	19	58
4. Cases Dismissed :		
a. After Drivers Safety Course	13	28
b. After Deffered Disposition	276	1076
c. After Proof of Fin. Respons.	24	190
d. & Compliance Dismissal	94	768
Total Cases Heard	3134	21,131

NON-TRAFFIC CASE DISPOSITION(S):

Cases cited this month	713	2042
Number of guilty pleas (T/S)	0	1737
Dismissed - Dismissed at Trial	2	9
Deferred Disposition	0	26
Released to Border Patrol	21	106
Transferred to MHMR/Detox Unit	0	0
Other(Animal Control/City Ord.)	21	109
Fined	14	18
Dismissed	3	94
Total Cases Heard:	774	4141

MUNICIPAL COURT FINANCIAL REPORT - APRIL 2015

	CURRENT APRIL	YEAR TO DATE 7 MONTH	BUDGET	BUDGET BALANCE	PERCENT
FINE & FEE	\$ 108,374.40	\$ 700,284.86	\$ 1,125,000.00		62.00%
TECHNOLOGY	\$ 3,931.80	\$ 24,858.13	\$ -		
SECURITY	\$ 2,948.88	\$ 18,629.27	\$ -		
SEATBELT	\$ 309.50	\$ 1,446.32	\$ -		
SCOFFLAW	\$ 80.00	\$ 920.00	\$ -		
JCM	\$ 5,321.13	\$ 31,473.40	\$ -		
	\$ 120,965.71	\$ 777,611.98			

	FINE & FEES	TECHNOLOGY	SECURITY	SEATBELTS	JCM	SCOFFLAW	TOTALS
OCT. 2014	\$ 66,668.88	\$ 2,211.40	\$ 1,655.67	\$ 107.00	\$ 2,625.97	\$ 40.00	\$ 73,308.92
NOV. 2014	\$ 55,841.21	\$ 1,925.08	\$ 1,443.91	\$ 107.00	\$ 2,202.70	\$ 80.00	\$ 61,599.90
DEC. 2014	\$ 64,943.83	\$ 1,943.04	\$ 1,457.19	\$ 43.50	\$ 2,255.89	\$ 260.00	\$ 70,903.45
JAN. 2015	\$ 88,664.10	\$ 3,518.52	\$ 2,639.07	\$ 231.81	\$ 4,356.50	\$ 160.00	\$ 99,570.00
FEB. 2015	\$ 149,920.92	\$ 5,194.27	\$ 3,889.87	\$ 334.50	\$ 6,582.19	\$ 80.00	\$ 166,001.75
MARCH. 2015	\$ 165,871.52	\$ 6,126.02	\$ 4,594.68	\$ 313.01	\$ 8,129.02	\$ 220.00	\$ 185,254.25
APRIL. 2015	\$ 108,374.40	\$ 3,931.80	\$ 2,948.88	\$ 309.50	\$ 5,321.13	\$ 80.00	\$ 120,965.71
MAY. 2015							
JUNE. 2015							
JULY. 2015							
AUG. 2015							
SEPT. 2015							
	\$ 700,284.46	\$ 24,858.13	\$ 18,629.27	\$ 1,446.32	\$ 31,473.40	\$ 920.00	\$ 777,611.98

CURRENT YEAR TOTALS FOR MONTHLY REPORTS

	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	TOTALS
FINES	\$ 66,668.88	\$ 55,841.21	\$ 64,943.83	\$ 88,664.10	\$ 149,920.92	\$ 165,871.52	\$ 108,374.40	\$ 700,284.86
STATE TAX	\$ 34,445.66	\$ 30,375.63	\$ 31,033.29	\$ 59,001.10	\$ 91,175.03	\$ 109,969.67	\$ 69,615.11	\$ 425,615.49
TECH	\$ 2,211.40	\$ 1,925.08	\$ 1,943.04	\$ 3,518.52	\$ 5,194.27	\$ 6,126.02	\$ 3,931.80	\$ 24,850.13
SEC	\$ 1,655.67	\$ 1,443.91	\$ 1,457.19	\$ 2,639.07	\$ 3,889.87	\$ 4,594.68	\$ 2,948.88	\$ 18,629.27
SB	\$ 107.00	\$ 107.00	\$ 43.50	\$ 231.81	\$ 334.50	\$ 313.01	\$ 309.50	\$ 1,446.32
JMC	\$ 2,625.97	\$ 2,202.70	\$ 2,255.89	\$ 4,356.50	\$ 6,582.19	\$ 8,129.02	\$ 5,321.13	\$ 31,473.40
SCOFFLAW	\$ 40.00	\$ 80.00	\$ 260.00	\$ 160.00	\$ 80.00	\$ 220.00	\$ 80.00	\$ 920.00
COLL. AGY	\$ 251.47	\$ 188.11	\$ 170.86	\$ 307.55	\$ 1,034.37	\$ 427.49	\$ 87.93	\$ 2,467.78
	\$ 108,006.05	\$ 92,163.64	\$ 102,107.60	\$ 158,878.65	\$ 258,211.15	\$ 295,651.41	\$ 190,668.75	\$ 1,205,687.25

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

COMPARATIVE RATE OF COLLECTIONS

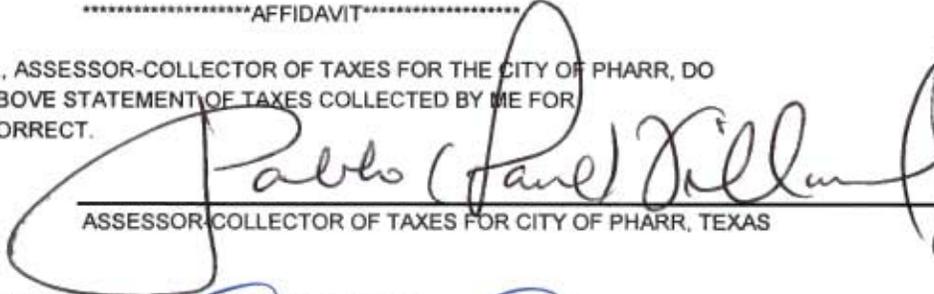
CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2014/2015	COLLECTED 2013/2014
2014 TAX ROLL	16,044,972.57	14,827,159.05	-	154,639.06	1,372,452.58	91.53%	91.82%
2013 & PRIOR YRS ROLLBACK	2,413,349.92	443,448.57	-	(28,156.74)	1,941,744.61	18.59%	17.12%
	-	-	-	-	-	#DIV/0!	63.65%
TOTALS	18,458,322.49	15,270,607.62	-	126,482.32	3,314,197.19		

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

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	192,793.56	(990.10) CURRENT
CURRENT YEAR-P&I	19,454.73	
PRIOR YEARS-BASE TAX	52,256.98	(1,038.41) PRIOR
PRIOR YEARS-P&I	24,320.33	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	12,065.39	
TOTAL COLLECTIONS	300,890.99	(2,028.51)
LESS TRANSFERRED	200,540.94	
LESS IN TRANSIT	94,817.08	
LESS DUE TO HCAD COMM. FEE	19.97	
LESS DUE TO CO TREASURER	5,513.00	
BALANCE	-	

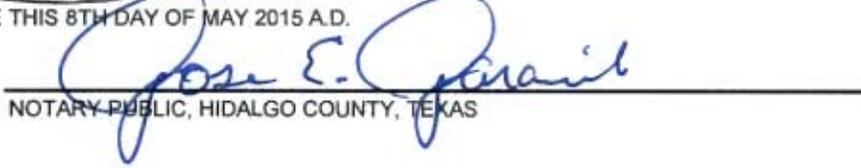
*****AFFIDAVIT*****

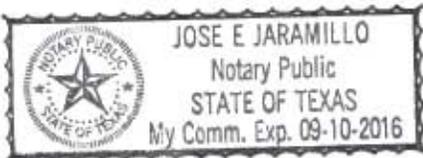
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2015 IS CORRECT.


ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MAY 2015 A.D.


NOTARY PUBLIC, HIDALGO COUNTY, TEXAS





Pharr
Administration
interoffice
MEMORANDUM

To: Mayor and City Commission
From: Hilda Pedraza, TRMC City Clerk
Subject: Agenda Item – Submission of May 2015 Sales Tax Report
Date: May 19, 2015

Staff will be present report at the meeting.

Thank you.



AGENDA ITEM REQUEST

MEETING DATE: May 19, 2015

INITIATED BY: Roy Garcia DEPARTMENT: Public Works

AGENDA ITEM: Consideration and action if any, authorizing City Manager to advertise for Catastrophic Event Debris Removal Services.

PARTY MAKING THE REQUEST: Public Works Department

NATURE OF THE REQUEST: Debris Removal Services

BUDGET:

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

APPROVAL:

DEPT. HEAD: _____

DATE: _____

ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: [Signature]

DATE: 5/12/15

STAFF RECOMMENDATION:

Approval



AGENDA ITEM REQUEST

MEETING DATE: 5-19-15

INITIATED BY: Roy Garcia DEPARTMENT: Public Works

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

PARTY MAKING THE REQUEST: Public Works

NATURE OF THE REQUEST: Advertise

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET: \$230,000.00

ADDITIONAL FUNDING:

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: [Signature] DATE: 5/19/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION: Approval



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, authorizing City Manager to advertise for proposals for bank depository services

No back-up information is needed for this item.

Thank you.



AGENDA ITEM REQUEST

MEETING DATE: May 19, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM:

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

NATURE OF THE REQUEST: Consideration and action, if any, on Change Order #1 in the total amount of add \$42,024.00 and add 10 calendar days for the Capote & Las Milpas Parks Street Improvements Project

BUDGET:

EXPENDITURE REQUIRED: \$ 42,024.00

CURRENT BUDGET: \$ 1,617,323.00

ADDITIONAL FUNDING: \$ 42,024.00

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Staff recommends approving Change order #2



CHANGE ORDER

Contractor: Foremost Paving Inc.

Change Order No.: 1

Project: Capote Industrial Park and Pharr/Las Milpas Park

Date: 05/19/2015

Street Improvements

Notice to Proceed Date: March 5, 2015

Change Order Amount: \$ 44,124.00

You are directed to make the following changes in the Contract Documents:

Addition of Wheel Chair Ramps 2 Each = \$2,900.00 Hauling Caliche Material = \$2,100.00
Lime Stabilization of existing base material = \$9,874.00
Sanitary Sewer Line Adjustment = \$29,250.00

Reason for Change Order:

Crossing required Wheel Chair Ramp, Hauling Caliche Material, Base material stabilization, adjustment of sanitary sewer line on Lamar Dr. Cost from contractor attached.

Contract Price

Contract Time(Calendar Days)

Original Contract: \$ 1,617,323.00
Previous Change Order: (+/-) _____
This Change Order: (+/-) \$ 44,124.00
Revised Contract Amount: \$ 1,661,447.00

Original Completion Date: 10/01/15
Additional Days: 10
Revised Completion Date: 10/11/15

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Foremost Paving Inc

Contractor

Authorized Signature

Date

Recommended:

William F. Ueckert Jr.

Project Engineer

Authorized Signature

Date

William F. Ueckert Jr., P.E.

City Engineer

Authorized Signature

Date

Approved:

Fred Sandoval

City Manager

Authorized Signature

Date



FOREMOST PAVING, INC.

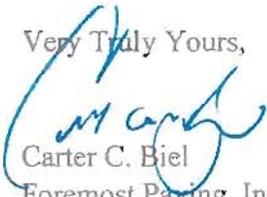
P.O. BOX 29 WESLACO, TEXAS 78599-0029

CHANGE ORDER REQUEST
Revised

Date: April 9, 2015
Project: Capote & Las Milpas Parks Street Improvements
Engineer: William F. Ueckert Jr. P.E.
Owner: City of Pharr

Foremost Paving, Inc. respectfully submits this
Change Order Proposal for your review and approval.

<u>Description</u>	<u>Total Cost</u>
Item #1 TxDOT Specs Wheel Chair Ramp Type 2 – 1 EA	\$1,550.00
Item #2 TxDOT Specs Wheel Chair Ramp Type 10 – 1 EA	\$1,350.00
Total Change Order Cost	<u>\$2,900.00</u>

Very Truly Yours,

Carter C. Biel
Foremost Paving, Inc.
Estimator

PHYSICAL ADDRESS:
22630 N. FM 88
ELSA, TEXAS 78543

PHONE: 956-316-8900
FAX: 956-316-8901



FOREMOST PAVING, INC.

P.O. BOX 29 WESLACO, TEXAS 78599-0029

CHANGE ORDER REQUEST

Revised

Date: April 29, 2015

Project: Capote & Las Milpas Parks Street Improvements

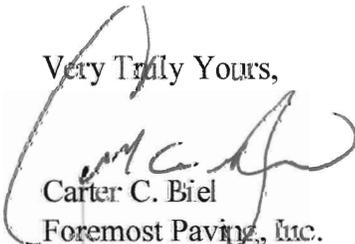
Engineer: William F. Ueckert Jr. P.E.

Owner: City of Pharr

Foremost Paving, Inc. respectfully submits this
Change Order Proposal for your review and approval.

Description	Qty.	Unit Cost	Total Cost
Item #1 Salvage caliche load and haul from Capote location to the Las Milpas location.	Approx. 1,000 TCY	\$2.10	\$2,100.00
Total Change Order Cost			<u>\$2,100.00</u>

Very Truly Yours,



Carter C. Biel
Foremost Paving, Inc.
Estimator

PHYSICAL ADDRESS:
22630 N. FM 88
ELSA, TEXAS 78543

PHONE: 956-316-8900
FAX: 956-316-8901



FOREMOST PAVING, INC.

P.O. BOX 29 WESLACO, TEXAS 78599-0029

CHANGE ORDER REQUEST

Date: May 01, 2015
Project: Capote & Las Milpas Parks Street Improvements
Engineer: William F. Ueckert Jr. P.E.
Owner: City of Pharr

Foremost Paving, Inc. respectfully submits this
Change Order Proposal for your review and approval.

Description	Qty.	Unit Cost	Total Cost
Item #1 Lime stabilization of saturated subgrade.	Approx. 4.5 TONS	\$988.89	\$4,450.00
Total Change Order Cost			<u>\$4,450.00</u>

Very Truly Yours,

Carter C. Biel
Foremost Paving, Inc.
Estimator

PHYSICAL ADDRESS:
22630 N. FM 88
ELSA, TEXAS 78543

PHONE: 956-316-8900
FAX: 956-316-8901



FOREMOST PAVING, INC.

P.O. BOX 29 WESLACO, TEXAS 78599-0029

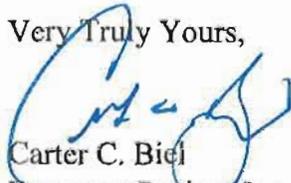
CHANGE ORDER REQUEST

Date: May 15, 2015
Project: Capote & Las Milpas Parks Street Improvements
Engineer: William F. Ueckert Jr. P.E.
Owner: City of Pharr

Foremost Paving, Inc. respectfully submits this
Change Order Proposal for your review and approval.

Description	Qty.	Unit Cost	Total Cost
Item #1 Lime stabilization of existing and new caliche flex base 9" depth 3% lime by weight.	452 SY	\$12.00	\$5,424.00
Item #2 Sanitary Sewer adjustment. 8" SDR 26 PVC including all fittings, elbows, cleanouts and service connections	550 LF	\$45.00	\$24,750.00
Item #3 Sanitary Sewer Manhole. 3 FT Fiberglass complete with ring and cover.	1 EA	\$4,500.00	\$4,500.00
Total Change Order Cost			\$34,674.00

Very Truly Yours,



Carter C. Biel
Foremost Paving, Inc.
Estimator

PHYSICAL ADDRESS:
22630 N. FM 88
ELSA, TEXAS 78543

PHONE: 956-316-8900
FAX: 956-316-8901



MEMORANDUM

TO: MAYOR AND CITY COMMISSION

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

THROUGH: FRED SANDOVAL, CITY MANAGER

DATE: MAY 19, 2015

RE: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC –
FILE NO. CUP#150431 (LA FRONTERA BAR)

GENERAL INFORMATION:

APPLICANT: Mario I. Ledezma, d/b/a La Frontera Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lots 4 and 5, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5808 South Cage Boulevard.

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

COMMENTS:

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

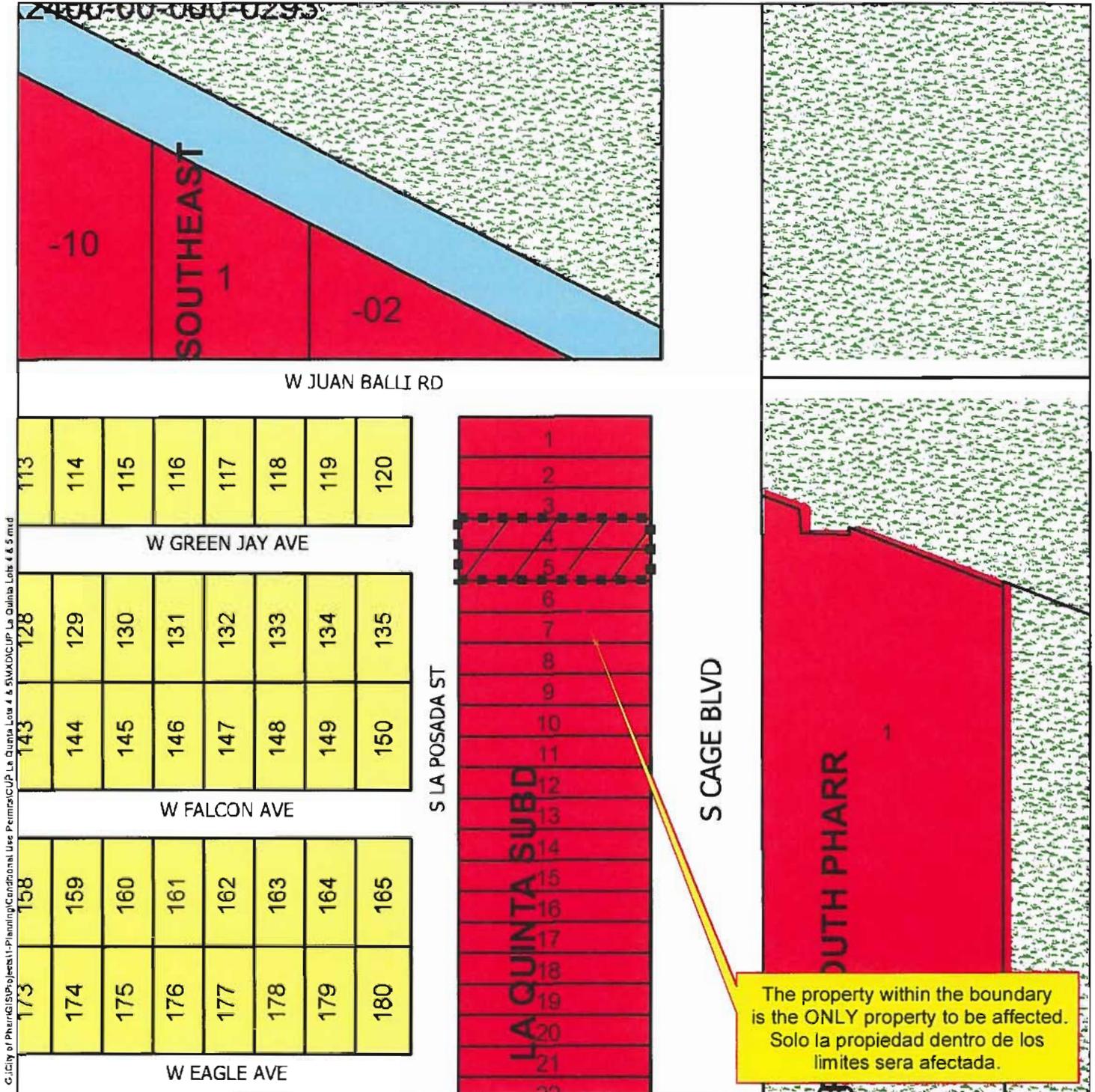
POLICE CHIEF: Recommends approval of the Conditional Use Permit. (See attached memo)

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

NOTIFICATION OF PUBLIC: Twenty-Seven (27) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received two (2) people in opposition of the item and two (2) people signed up for the public hearing.

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

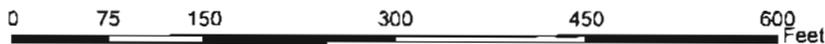
PLANNING & ZONING COMMISSION: Pending the outcome of the Planning and Zoning Commission Meeting of May 11, 2015



G:\City of Pharr\GIS\Projects\11-Planning\Conditional Use Permits\CUP-La Quinta Lots 4 & 5.mxd

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

Scale: 1 inch = 150 feet

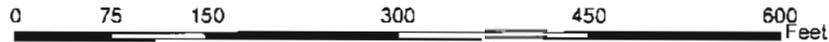




City of Pharr GIS Project - Planning Conditional Use Permit - CUP La Quinta Lots 4 & 5.mxd

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

Scale: 1 inch = 150 feet



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

3827

OWNER/APPLICANT: MARIO LEDOLMA PHONE: 249-5295
 ADDRESS: 5808 S. CASE
 TYPE OF BUSINESS: Bar + Grill NAME OF BUSINESS: LA FRONTERA Bar
 LEGAL: lots 4+5 SUBD.: La Quinta Subdivision

EXISTING BUILDING YES NO
 IF YES, PREVIOUS TYPE OF OCCUPANCY(S) Bar + Grill
 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) 100 OK SUBSTANDARD
 2 NUMBER OF EXITS 2 OK SUBSTANDARD
 3 MEANS OF EGRESS LIGHTING 2 OK SUBSTANDARD
 4 EXIT SIGNS 2 OK SUBSTANDARD
 5 DOOR HARDWARE OK SUBSTANDARD

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

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

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

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

WATER HEATER:
 1. LOCATION OK SUBSTANDARD
 2. T P. VALVE & DRAIN OK SUBSTANDARD
 3. SHUT-OFF VALVE OK SUBSTANDARD
 4. VENT OK SUBSTANDARD

GAS SYSTEM Electric OK SUBSTANDARD
PREMISE OK SUBSTANDARD
GARBAGE CONTAINER OK SUBSTANDARD

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

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

- 1 _____
- 2 NEED SIGN FOR MUN R.V.L.
- 3 _____
- 4 _____
- 5 _____

PREPARED BY: [Signature] DATE: 4/27/15
 RECEIVED BY: [Signature] DATE: _____

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

April 23, 2015

LA FRONTERA BAR
5808 S CAGE BLVD
PHARR, TX 78577

OK
WJ

INSPECTION STATUS - PASSED

An inspection of your facility on Apr 23, 2015 revealed no violations.

Inspection Note SHALL PROVIDE OCCUPANCY LOAD
SHALL REPAINT FIRE LANES
SHALL REMOVE TABLE AND CHAIRS FROM FRONT DOOR

RRZ

1602 ROGELIO RODRIGUEZ
Inspector

Mario Ledezma

Mario ledezma

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.
APR 30 2015



Pharr Police Department

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



OK
EW

To: Edward Wylie, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 04/24/2015
Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#150431 (La Frontera Bar)

Mario I. Ledezma, (TID#29230087) d/b/a La Frontera Bar, 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: Lots 4 & 5 La Quinta Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 5808 S. Cage Blvd.

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

REPLY

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

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

Signed:

Date: 04/24/2015



APR 24 2015

La Frontera Bar CUP Request

By: _____



INTEROFFICE MEMORANDUM

To: MAYOR AND CITY COMMISSION

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

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC –
FILE NO. CUP#150431 (LA FRONTERA BAR)

DATE: MAY 12, 2015

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

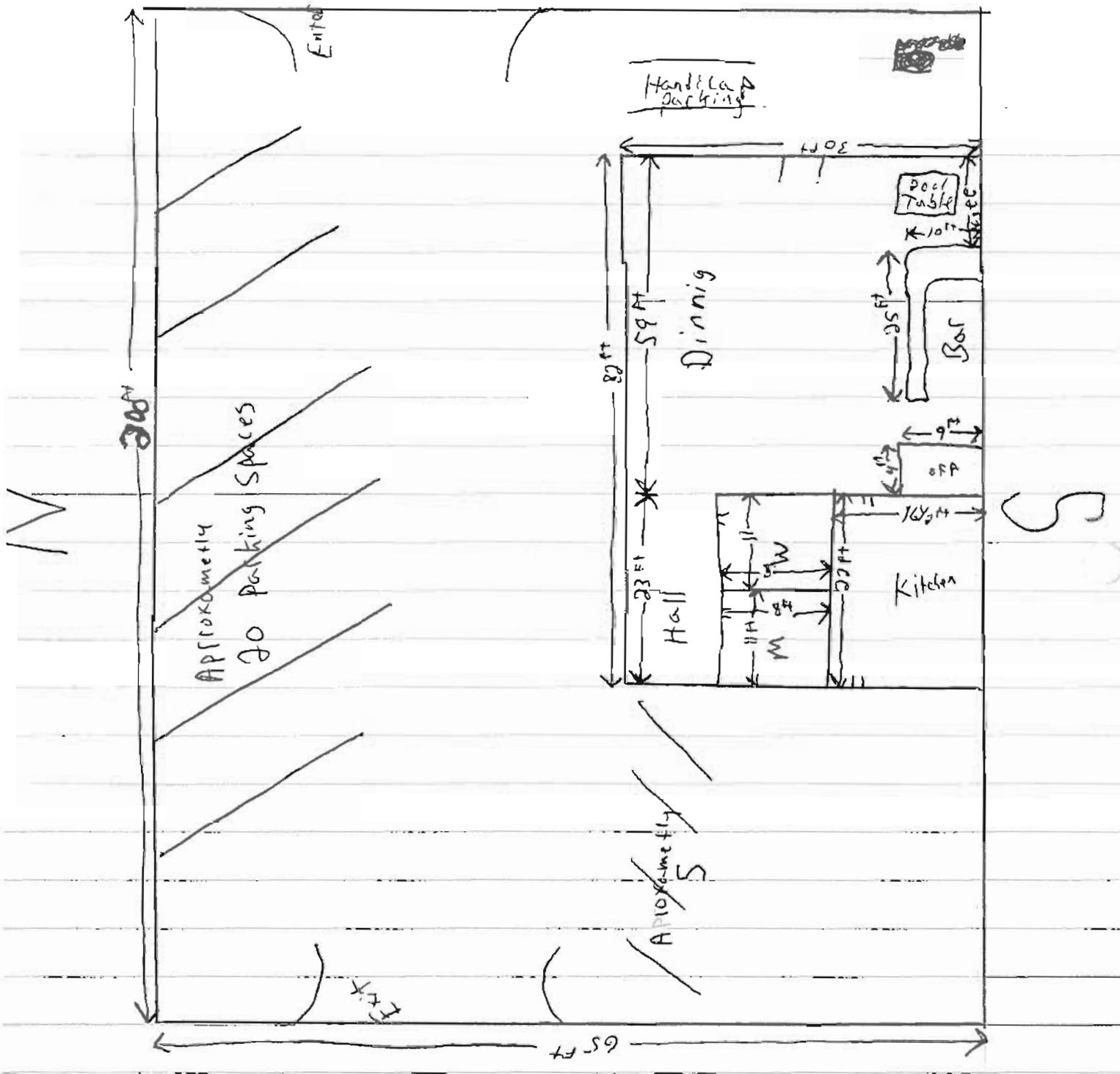
Legal Description: Lots 4 and 5, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 5808 South Cage Boulevard.

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

41

Cage BLVD





"Triple Crown City"



MAYOR
Leo "Polo" Palacios, Jr.

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

Executive Summary Letter

May 19, 2015

Conditional Use Permit and Late Hours Permit Renewal for ABC – Luby's Cafeteria

Background:

Luby's Bevco Inc., d/b/a Luby's Cafeteria, is requesting the renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Luby's Cafeteria.

The property is located at 1900 West Expressway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_LUBY'S BEVCO CO dba LUBY'S CAFETERIA 2013



MEMORANDUM

TO: MAYOR AND CITY COMMISSION

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

THROUGH: FRED SANDOVAL, CITY MANAGER

DATE: MAY 19, 2015

RE: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT **RENEWAL**
FOR ABC – FILE NO. CUP#130419 (LUBY'S CAFETERIA)

GENERAL INFORMATION:

APPLICANT: Luby's Bevco Inc. d/b/a Luby's Cafeteria, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, El Centro Mall No. 2 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1900 West Expressway 83.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, west and east. 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)e
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FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)e
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POLICE CHIEF:

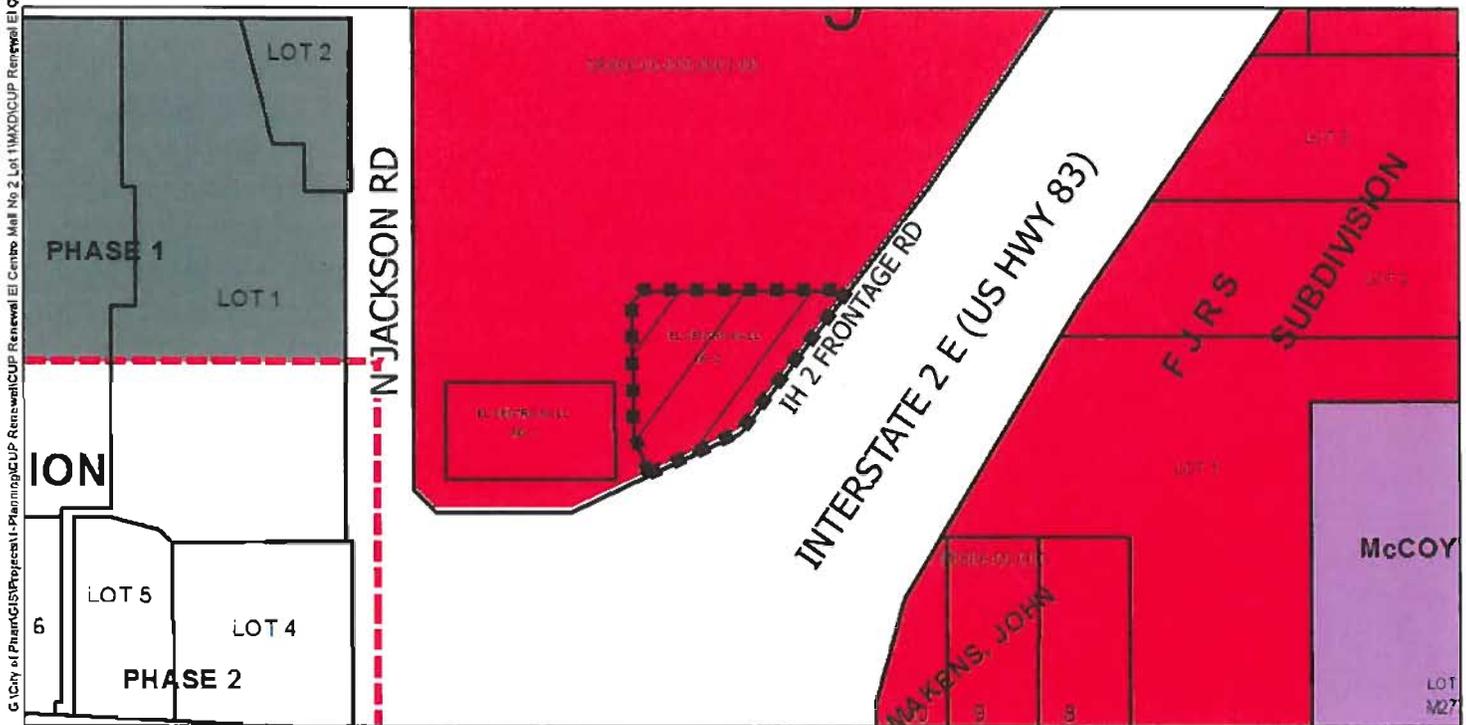
Recommends approval of the Conditional Use Permit. (See attached memo)

PLANNING DEPT.:

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

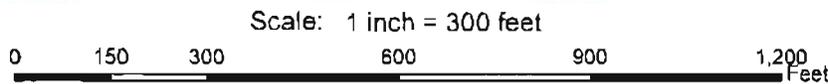
**PLANNING STAFF
RECOMMENDATIONS:**

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



G:\City of Pharr\GIS\Projects\1-Planning\CUP-Renewal\CUP-Renewal-El Centro Mall No 2 Lot 1\MXDC\CUP-Renewal-El Centro Mall No 2 Lot 1.mxd

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



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

3914

OWNER/APPLICANT: Matt Stevens PHONE: 791-7217
 ADDRESS: 1900 W. Expressway 97
 TYPE OF BUSINESS: Restaurant/Cafeteria NAME OF BUSINESS:
 LEGAL: Lot 1 SUBD.: El Centro Mall No. 2

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

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

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

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

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

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

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

WATER HEATER:
 1. LOCATION OK SUBSTANDARD
 2. T.P. VALVE & DRAIN OK SUBSTANDARD
 3. SHUT-OFF VALVE OK SUBSTANDARD
 4. VENT OK SUBSTANDARD

GAS SYSTEM OK SUBSTANDARD
PREMISE OK SUBSTANDARD
GARBAGE CONTAINER OK SUBSTANDARD

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

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

PREPARED BY: [Signature] DATE: 4-17-15
 RECEIVED BY: [Signature] DATE: 4/17/15

RECEIVED
 PHARR DEVELOPMENT
 SERVICES DEPT.
 APR 17 2015

PASSED

FAILED: _____

PASSED WITH CONDITIONS: _____

RE-INSPECT DATE: _____

[Signature]

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 13, 2015

LUBY'S CAFETERIA
1900 W EXPRESSWAY 83
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 13, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Tony GARCIA



Pharr Police Department

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



OK
w

To: Edward Wylie, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 04/06/2015
Re: Conditional use Permit Renewal for ABC – File No. CUP#130419 (Luby's Cafeteria)

Luby's Cafeteria, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Lot 1, El Centro Mall No. 2 Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 1900 W. Expressway 83 – Contact Number: 956-781-7717

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

REPLY

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

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

Signed: _____

Date: 04/06/2015

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 06 2015
Luby's Cafeteria CUP Renewal

00000



INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COMMISSION

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

THROUGH: FRED SANDOVAL, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. CUP#130419 (LUBY'S CAFETERIA)

DATE: MAY 19, 2015

Luby's Bevco Inc, d/b/a Luby's Cafeteria, 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: Lot 1, El Centro Mall No. 2 Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 1900 West Expressway 83.

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



MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MAY 19, 2015
RE: G & D EVENT CENTER SUBDIVISION
FILE NO. SUB#131128

GENERAL INFORMATION:

APPLICANT: Sam Engineering & Surveying, representing Maria De La Luz Santana and Jose Luis Delgado, are requesting final plat approval of the proposed G & D Event Center Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 2.20 acre tract of land, out of Lot 111, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The properties physical address is 1002 East Nolana Loop.

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

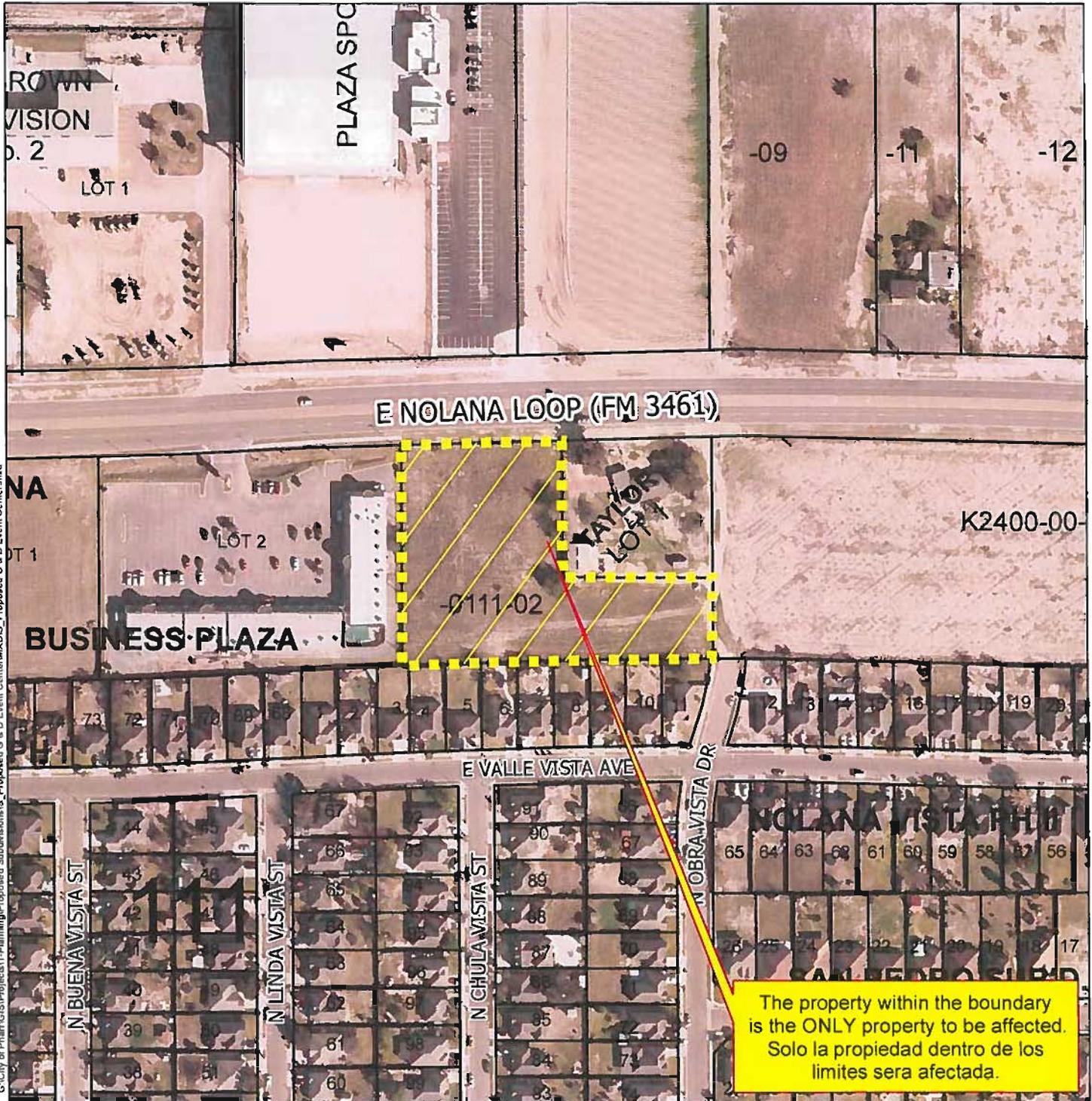
PROPERTY PROPOSED USE: Event center.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed G & D Event Center Subdivision subject to the following conditions:

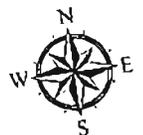
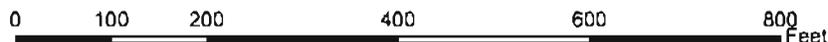
- STREETS, PAVING AND R.O.W.:** 1) No Comments.
- EASEMENTS:** 1) No Comments.
- SIDEWALK:
ADA:** 1) No Comments.
- FIRE PROTECTION:** 1) See attach comments.
- WATER:** 1) North Alamo Water Supply Corporation.
- SEWER:** 1) No Comments.
- DRAINAGE:** 1) No Comments.
- OTHER:** 1) No Comments.

- PLANNING AND ZONING COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed G & D Event Center Subdivision.



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\8_Proposed G & D Event Center\MXDIS_Proposed G & D Event Center.mxd

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





MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF
DATE: MAY 19, 2015
RE: PSJA ISD PALMER ELEMENTARY SUBDIVISION
FILE NO. SUB#130820

GENERAL INFORMATION:

APPLICANT: MGE, representing Pharr-San Juan-Alamo I.S.D., is requesting final plat approval of the proposed PSJA ISD Palmer Elementary Subdivision.

LEGAL DESCRIPTION: The property is legally described as a 21.70 acre tract of land, out of Lot 232, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located between the 1200 and 1600 Block of West Hall Acres Road.

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

PROPERTY PROPOSED USE: New elementary school.

VARIANCES: None.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed PSJA ISD Palmer Elementary Subdivision subject to the following conditions:

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

EASEMENTS: 1) No Comment.

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

FIRE PROTECTION: 1) No Comment.

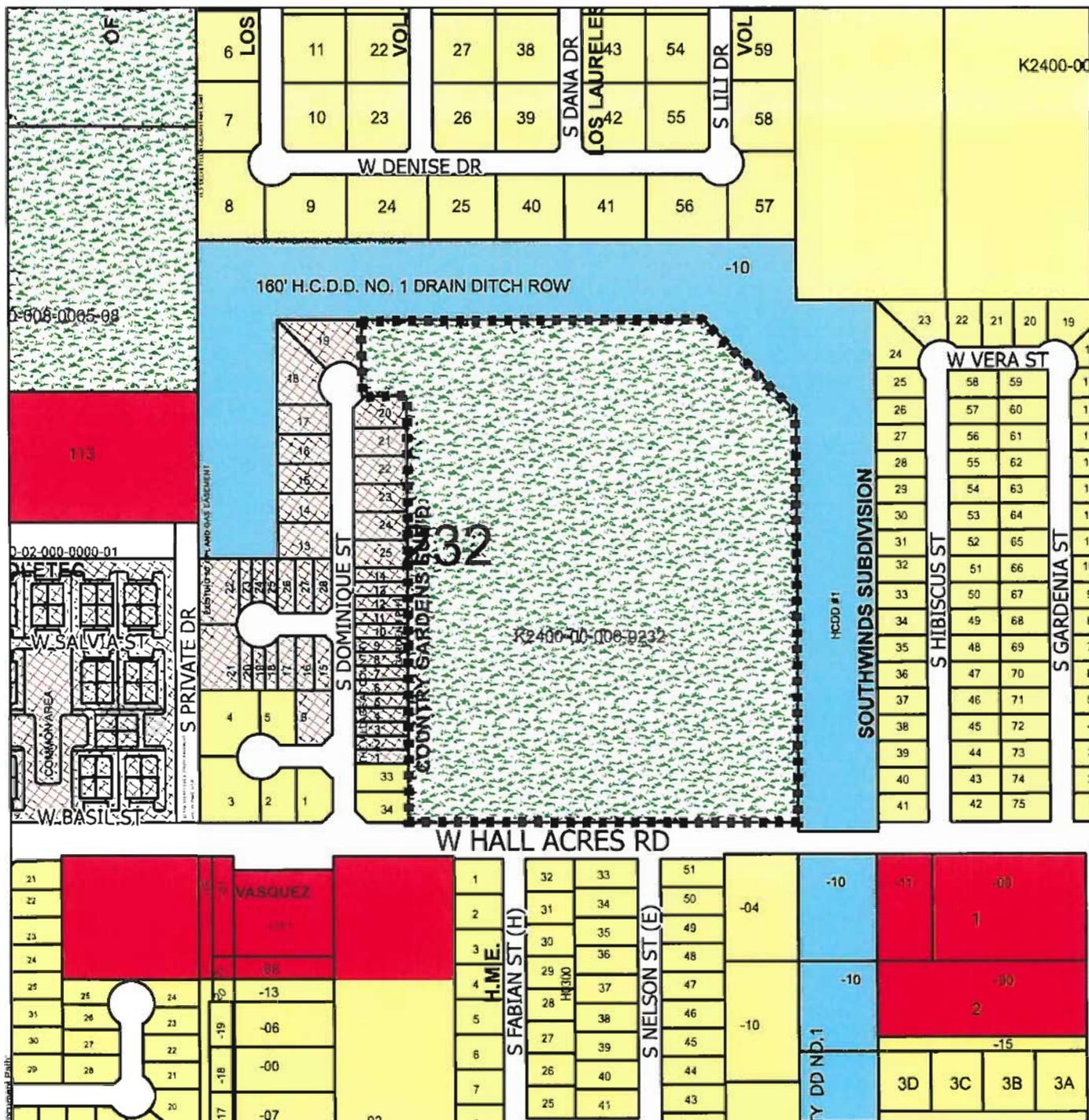
WATER: 1) No Comment.

SEWER: 1) No Comment.

DRAINAGE: 1) No Comment.

OTHER: 1) No Comment.

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



Legend

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

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

Palmer Elementary

Location Map



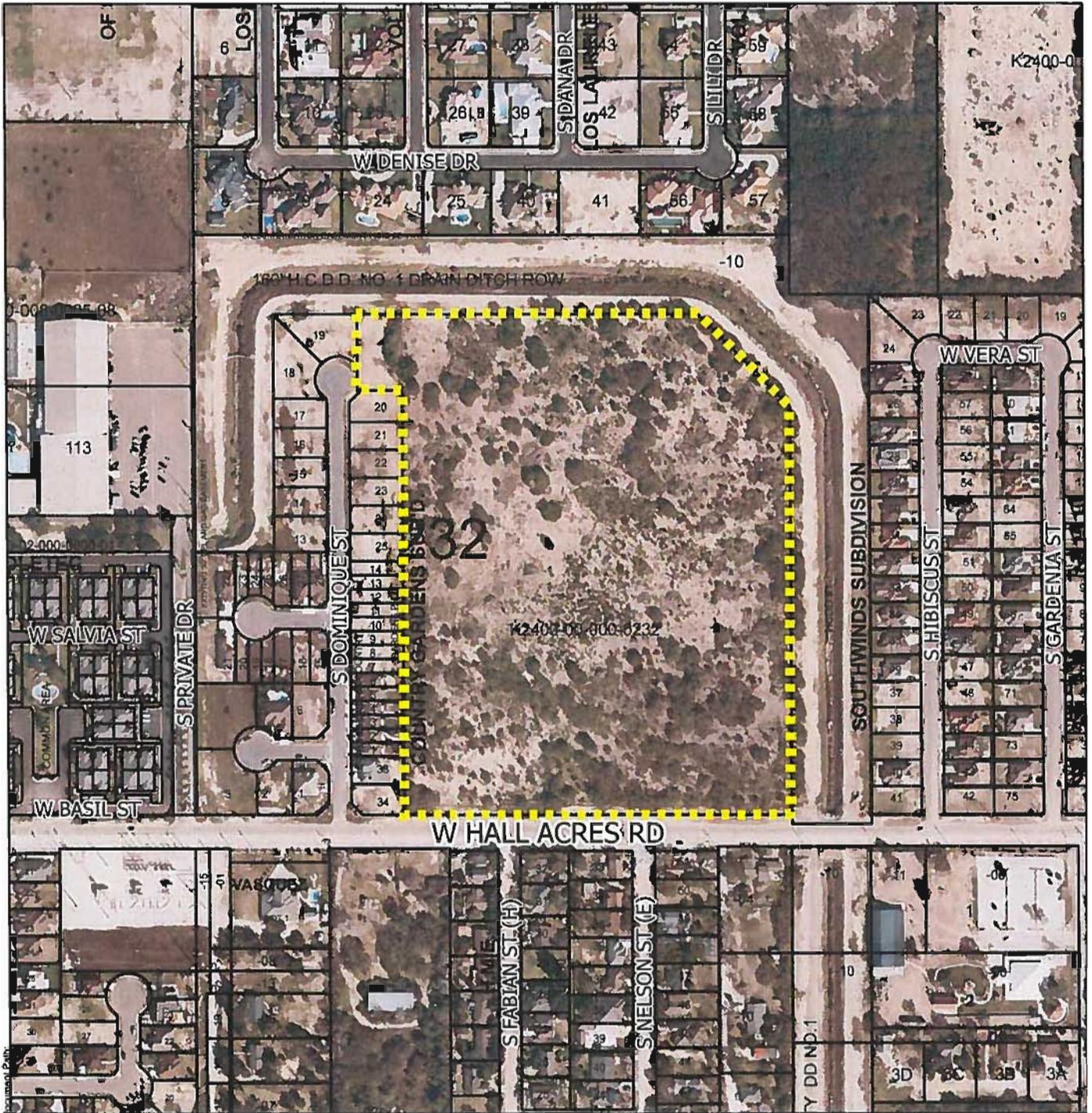
Source: COP, Hidalgo County Appraisal District

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



Scale: 1 inch = 318 feet





Legend

- ACAD_Lot_Lines
- Footprint Image
- Green: Band_2
- Blue: Band_3
- Red: Band_1
- Pharr City Limit
- Pharr ETJ

InformationTechnology -GIS City of Pharr, Texas 118 S Cage Blvd. (956) 402-4900 x4921	<h2 style="margin: 0;">Palmer Elementary</h2> <h3 style="margin: 0;">Location Map</h3>	
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Source: COP, Hidalgo County Appraisal District <small>All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.</small>	<p>Scale: 1 inch = 318 feet</p>	
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AGENDA ITEM REQUEST

MEETING DATE: 3/17/15 ~~4-7-15~~ ~~4-21-15~~ ~~5-12-15~~ 5-19-15

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

AGENDA ITEM: Adoption of Updated Purchasing Policy

PARTY MAKING THE REQUEST: Juan G. Guerra CFO

NATURE OF THE REQUEST: Ordinance/Resolution

BUDGET:

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

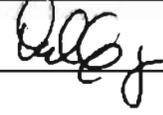
ROUTING:

LEGAL: _____ DATE: _____

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

APPROVAL:

DEPT. HEAD:  DATE: 3/9/15

ASSISTANT CITY MANAGER:  DATE: 3/9/15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Approval of Ordinance/Resolution to adopt the updated Purchasing Policy

ORDINANCE NO: 0-2015-

AN ORDINANCE AMENDING ORDINANCE NOS. 0-2012-33, 0-2010-29 AND 1985-8527, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS PURCHASING AGENT; ADOPTING THE CITY OF PHARR PURCHASING MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as purchasing agent for the City and shall purchase all merchandise material and supplies needed by the City and will establish a suitable storehouse where such supplies shall be kept and from which the same shall be issued as needed. He shall adopt such rules and regulations as he shall deem necessary governing requisitions and transaction of business between himself and the department heads, officers and employees of the City.

SECTION 2: REPEALING CLAUSE. This Ordinance, as well as the attached purchasing policies, shall be enforce and apply to all personnel and agents of the City of Pharr and vendors. This ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished, and repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of March, 2015.

CITY OF PHARR

ATTEST:

Leopoldo "Polo" Palacios, Jr., Mayor

Hilda Pedraza, City Clerk

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of April, 2015.

CITY OF PHARR

ATTEST:

Leopoldo "Polo" Palacios, Jr., Mayor

Hilda Pedraza, City Clerk

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 12th day of May, 2015.

CITY OF PHARR

ATTEST:

Leopoldo "Polo" Palacios, Jr., Mayor

Hilda Pedraza, City Clerk

Pharr



2006

CITY OF PHARR, TX

PURCHASING MANUAL



MARCH 2015

RECIPIENTS OF:



Prepared By: Finance Department

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CHAPTER 1 – INTRODUCTION

1.A –AUTHORITY

As per the City of Pharr's Code of Ordinances; Ordinance No. 85-27: the Agent of Purchasing by virtue of being the City Manager's designated representative shall have full authority to purchase or provide for the purchasing of materials, supplies and equipment for the use of all departments, commissions, and boards comprising the City government. The Agent of Purchasing shall have full authority towards monitoring the activity of all purchasing for the City of Pharr and keep proper documentation of same.

The Purchasing Division is located in the Finance Department. The Finance Department will provide assistance in all purchasing activities. Each department director is responsible for their department's purchases.

This purchasing manual is subordinate to the State of Texas laws and regulations as set forth in the State of Texas Local Government Code, City Charter, and City ordinances.

1.B – PURCHASING DIVISION

Per the City Manager, the Purchasing Division (Division) is a branch of the Finance Department in the City of Pharr (City). The Division's responsibility is to assist all City departments in the acquisition of goods and services at the most cost effective manner. The Division is the central point for all purchase orders.

It is the objective of the City to assure fair and competitive access by responsible vendors/contractors to the purchasing requirements of the City and to conduct business activities in such a manner as to foster public confidence in the integrity of the City. The City adheres to all State of Texas laws and regulations as set forth in the State of Texas Local Government Code and as published in the Cities purchasing manual and as approved by the City Commission of the City.

1.C – GOALS OF THESE POLICIES AND PROCEDURES

The goals of the Purchasing Manual are to:

- Acquaint all persons (internal and external) in respect to the City's purchasing policies and procedures;
- Attempt to gain the most value for in every purchase;
- Provide added security in attempting to insure public spending is not used to enrich elected officials or government employees or to confer favors on favored constituents;
- Establish a good strong business-like relationship with all interested vendors;
- Ensure public funds are safeguarded. Although the purchasing office does not usually designate the types of purchases to be made, purchases are reviewed for completeness and are tested on a sample basis for adequate departmental purchasing methods;
- Ensure fair and open competition among bidders; and
- Ensure local businesses have an added opportunity in the contract awards process. This serves an interest of the City as a whole by assisting local vendors stay in business.

1.D – RESPONSIBILITIES OF CITY EMPLOYEES

The City wants to promote and protect its governmental integrity. Public employees must, therefore, discharge their duties impartially to assure fair, competitive access to City procurement. All City Staff engaged in procurement for the City shall comply with the ethical standards set forth in the following section.

The employees of the City responsible for purchasing activities should:

- Purchase the proper goods or services to suit the City's need;
- Get the best possible price for the goods or services using City policies;
- Have the goods or services available when and where the City needs it;
- Assure a continuing supply of needed goods and services;
- Guard against misappropriation of City funds;
- Facilitate cooperation with other governmental units;
- Maximize competition from responsible bidders;
- Safeguard public funds and receive the best value for the public dollar;
- Never use public spending to enrich elected officials or City employees; and
- Never make purchases for personal use in the City's name.

1.E – PURCHASING MANUAL REVIEW

This Purchasing Manual will be reviewed at least annually and approved by the City Commission at least every two fiscal years.

CHAPTER 2 – PURCHASING ETHICS (For City Representatives & Vendors)

The statutes governing local government purchasing impose criminal penalties for violating the provisions of the various Acts enacted by the Legislature to oversee purchasing. Any misuse of the City's purchasing power carries various legal and/or future employment consequences.

The City also requires ethical conduct from those who do business with the City. City representatives and vendors/entities are required to adhere to all federal, state, and municipal laws and ordinances.

2.A – DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, pursuant to H.B.914 and per Chapter 176, LGC, conflict of interest should be disclosed at all times. Vendors/entities wishing to do business with the City, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city, must disclose any potential conflict of interest (example: elected member/employee of the City that provide services to the City for compensation). The City may not disqualify the entities with a conflict of interest, so long as the conflict is disclosed.

It is the entity's responsibility to notify the City of a potential conflict of interest and to fill out the questionnaire. It is the responsibility of the City's representative to inform senior management or the Division of a potential conflict of interest by the entity. Failure to do so results in a breach of ethics.

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, vendors or respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations' with the City or submits to the City 'an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

An entity/vendor or respondent that-

(1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity;

Or

(2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity.' Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions."

Conflict of interest forms are maintained by the City's Finance Department Accounts Payable Division.

The forms required to comply with the above Government Code are available on the City's Finance Department Accounts Payable Division webpage and on the Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIS.pdf>.

2.B – CONFLICTS OF INTEREST

It shall be a breach of ethics for any employee of the City to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2.C – PERSONAL GAIN

It shall be a breach of ethics to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee's duties. Any personal gain by a representative of the City must be disclosed and a conflict of interest form submitted to the City.

2.D – INFLUENCE OF A PUBLIC EMPLOYEE

It shall be a breach of ethics to attempt to influence any City representative to violate the standards of conduct set forth by the City.

2.E – PARTICIPATING IN PROCUREMENT'S WITH FAMILY

It shall be a breach of ethics for any representative of the City to participate directly or indirectly in procurement activity for the City, and failing to disclose it, when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

2.F – GRATUITIES

It shall be a breach of ethics of city employment to offer, give or agree to give any representative of the City or for any representative of the City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefore pending before the City.

2.G – KICKBACKS

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of Pharr, or any person associated therewith, as an inducement for the award of a subcontract or order.

2.H – CONFIDENTIAL INFORMATION

It shall be a breach of ethics for any representative of the City knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

2.I – PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE

No City representative may purchase City property for their own personal use unless it is purchased through the City's public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials or supplies.

2.J – PRIVATE PURCHASES THROUGH CITY FACILITIES

No City representative may use the purchasing power of the City to make private purchases. In addition, they should not have private purchases sent to the City C.O.D. to be paid for by the representative.

- Such purchases may give citizens the erroneous impression that something dishonest is being perpetrated;
- It may be considered a mild form of blackmail on the merchant involved who desires to do business with the City; and/or
- It may evade sales tax, which is illegal

CHAPTER 3 – PURCHASING PROCESS

3.A – GENERAL AUTHORITY

The City has attempted to incorporate local, state and federal laws into this manual. The City, however, does not warrant that these policies include all such laws. Local, state and federal laws will prevail over these rules where applicable.

The Department Director has the authority to release a purchase order. A purchase order is a contract between the City and a vendor. The contract is not binding until it is accepted by the vendor. The City will not recognize the issuance of orders by unauthorized individuals and payment of the obligations will not be approved. Department Directors are responsible for their purchase orders. Failure to comply with the purchasing procedures may be subject to review by the City Manager. The only exceptions are emergency purchases made during or after normal working hours to keep necessary equipment or machinery in operation or to avoid work stoppage.

The Purchase Order authorizes the supplier to ship and invoice for the goods ordered and acts as a contract between the City and the supplier. The primary purpose of the Purchase Order is to expedite and control the buying activities of the City.

3.B – PURCHASING LIMITS AND REQUIREMENTS – NON-MAINTENANCE

At no time shall purchases be broken down into smaller quantities or specialized activities so as to avoid the requirements stated below. It is against state law and City policy to do so.

1. Purchases less than \$2,000

Purchases less than \$2,000 do not require competitive bidding, quotation forms. Quotes may be advantageous to obtain them regardless of the purchase price, so the City encourages them at all prices. Directors may, without further approval of the Division, make purchases less than \$2,000. Directors must authorize invoices for payment and forward to the Division.

This purchase order requires approval by the following City representatives: Department Director.

2. Purchases of \$2,000 to less than \$5,000

Purchases \$2,000 to less than \$5,000 will require written quotations with at least three quote prices. This is an informal process. The Department Director will validate the authenticity of the quotations. If the department solicits only one quotation because of the lack of bidders, the department Director shall note that explanation on a quotation page. The Director will authorize the invoice for payment once the items are received. Something documenting the original quotations, supporting documentation, and invoice shall be forwarded to the Division for payment processing.

This purchase order requires approval by the following City representatives: Department Director.

3. Purchases of \$5,000 to less than \$50,000

The Department Director must submit every purchase request for \$5,000 or more to the City Manager for approval prior to purchasing the item. This is a formal process; quotes must be on the vendor's official letterhead/form.

The City Commission must approve in advance all capital expenditures for \$5,000 or more if the City administration proposes to award the bid to other than the low bidder meeting specifications.

This purchase order requires approval by the following City representatives: Department Director, City Manager.

4. Purchases for \$50,000 or More

City Commission must approve in advance all expenditures for \$50,000 or more. With the approval of the City's annual budget containing a listing of all capital expenditures, approval is already provided. If the asset is not in the annual budget's list of capital expenditures, separate Commission approval will be needed.

The requesting department will initiate the request for formal competitive bids/proposals for goods, services, or contractual needs. The City Clerk will maintain and provide guidance for all bid activities.

City Commission must grant permission to advertise for formal bids/proposals. Notice to bidders must be advertised in two (2) consecutive weeks, with the first date of publication being at least fourteen (14) days prior to the opening of the bids or proposals. The department director initiating the bid process along with a Finance Department representative will conduct a public bid opening and tabulate the bids. The Finance representative will open the bids and read them aloud in the City's effort to ensure no tampering of bid documents. Competitive bids are awarded by the City Commission. The decision is based on a combination of price, quality, delivery time and service reputation. The bid will be awarded to the lowest responsible bidder, but the City reserves the right to reject any or all bids if it is in the best interest of the City. Competitive sealed proposals, used for high technology procurements, are opened so as to avoid disclosure of the contents of proposals to competing bidders until after the award of the bid.

This purchase order requires approval by the following City representatives: Department Director, City Manager, and City Commission official approval.

4.i Purchases Exempt From Competitive Bidding

State law provides a number of exceptions to the competitive bidding process. Under the State of Texas' Professional Services Procurement Act, a contract for the purchase of a personal or professional service is exempt from competitive bidding requirements if the City grants the exemption.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

The professional fees under the contract must be consistent with the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

Professional services include:

- Accounting;
- Architecture;
- Landscape architecture;
- Land surveying;
- Medicine;
- Optometry;
- Professional engineering;
- Real estate appraisal; or
- Nursing.

Professional services may include “members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence,” according to the Texas Attorney General’s Office.

Some of the areas not mentioned in the Professional Services Procurement Act that state courts and Texas attorneys general have ruled as excused under the professional and personal exemption include:

- Contracts for preparing tax rolls, tax reports, tax statements, inventory and proof rolls;
- Contracts involving the coordination of investigation of crimes;
- Contracts for services of a construction manager;
- Contracts for services of a third-party administrator of insurance benefits;
- Employment of an auditor; and
- Contracts for plat books and abstracts

Except for those professions specifically covered under the Professional Services Procurement Act and listed above, the City may still ask for competitive bids for professional services if it believes it is in the City’s best interests.

4.ii Other Exemptions

The following is a list of other areas that are exempt from competitive bidding requirements.

- Any land or right-of-way;
- An item that can be obtained from only one source, including:

- items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
- films, manuscripts or books;
- electric power, gas, water, and other utility services; and
- captive replacement parts or components for equipment;
- An item of food;
- Personal property sold:
 - at an auction by a state licensed auctioneer;
 - at a going-out-of-business sale; or
 - by a political subdivision of the state, a state agency, or an entity of the federal government; or
- Any work performed under a contract for community and economic development made by a county designed to reasonably increase participation by historically underutilized businesses in public contract awards by establishing a contract percentage goal for those businesses.

3.C – PURCHASING REQUIREMENTS – REPAIR & MAINTENANCE

Purchase of repair and maintenance services will require an open PO to be issued. The requesting department will go out for bids to obtain an hourly rate from the top 3 most advantageous businesses. During the bidding process, it must state that priority will be given to emergency equipment repair.

3.D – LIABILITIES NOT REQUIRING PURCHASE ORDERS

There are certain City liabilities that do not require purchase orders due to the nature of the purchase and their billing. The only liabilities the City recognizes without purchase orders, other than those expressed in section 3.B.1, are for utility services (example: water, electricity, gas, etc...) and for payroll related liabilities (pension, health insurance, etc...).

3.E – PURCHASE ORDER PROCESS

The Purchase Order (PO) process is centralized through the Division. The following steps are the basic City purchasing order procedures:

1. The Division controls all PO's.
2. The Division provides 25 blank PO forms to each department.
3. PO forms are filled out and approved per section 3.B **BEFORE** making purchases, **ENSURING** that budgeted funds are available, excluding maintenance items.
4. The department makes purchases based on departmental needs.
5. The department turns in all PO forms and invoices/statements to the Division for entry. Departments are responsible for the timely submission of all PO's, invoices, and statements.
6. The Division enters PO's throughout the month in the City's Incode accounting system.

7. The PO's are not present in the account line item detail until the PO's are posted; they are posted once payments are made.

3.F – PURCHASE ORDER PAYMENT PROCESS

The timely processing of payments to vendors is addressed via State law. The Local Government Code, Chapter 2251 sets out:

- Required deadlines for payment to vendors;
- Requirements for vendors' payments to their subcontractors;
- Penalties for failure to comply with the Act; and
- Exceptions to the Act.

It requires that the City pay all payments owed not later than 30 days after the goods or services are received or the date that the invoice is received, whichever is later. This Act also requires that vendors follow the same rules for payments to their subcontractors,

When the City believes there is an error on an invoice received from a vendor, it has until the 21st day after receipt to notify the vendor of the dispute. Then, if the dispute is resolved in favor of the City, the vendor must submit a new invoice and the City has 30 days from receipt of the new invoice in which to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date the invoice became overdue.

Other times when the Act provides exceptions are:

- When there is a bona fide dispute between the City and a vendor, contractor, subcontractor or a supplier concerning the supplies, materials or equipment delivered or the services performed which causes the payment to be late;
- When there is a bona fide dispute between the vendor and a subcontractor, or between a subcontractor and its supplier concerning the supplies, materials or equipment delivered or the services performed which causes the payment to be late;
- When the terms of a federal contract, grant, regulation or statute prevent the City from making a timely payment with federal funds; or
- When the invoice is not mailed to the proper office, if an office address is specified in the instructions on the purchase order.

1. Standard Accounts Payable Cycle

The Accounts Payable Division (AP) is in the Finance Department. AP works closely with the Division in ensuring the prompt payment of City purchasing liabilities.

AP's standard payment cycle is posted twice a month, on the 15th and at the end of the month. The payment cycle is as follows:

1. Invoices/statements are sent to AP AT LEAST 4 DAYS PRIOR TO PAYMENT DATE.
2. The department director responsible for the purchase liability must approve the invoice and submit the associated PO form for proper documentation
3. AP will enter the information into accounting system
4. Once all documentation is turned in and approved for payment, checks will be processed

5. Checks will then be mailed out unless specifically requested otherwise

2. Check Request Purpose and Use

Check Request forms are to be used for prompt payments and do not go through the standard City policy of using a semi-monthly payment cycle. They are only to be used for certain time-sensitive payment requests. Constant use of this procedure goes against the purchase order process and standard payment cycle, which leaves the door open to possible discrepancies in operations. Attempts to minimize the use of Check Requests should continue at all times. Due to the need for prompt payment, the following items are approved for the use of the Check Request procedure:

- Travel related pre-payments
- Emergency payments so as to avoid penalties or to comply with Chapter 6 of this manual
- Time sensitive **NON-RECURRING** items approved by the City Manager
- Construction contracts
- Purchase from entities that do not accept PO's
- Events Center close-out

The steps in preparing a Check Request are similar to the standard accounts payable cycle. The summary steps are as follows:

1. Check Requests must be properly filled out and approved with all data prior to being submitted to AP for processing.
2. Check Requests must be approved by the requesting department's director, City Manager, and Finance Director
3. Once filled out and proper approvals and documentation attached, AP will process it to produce a check.
4. The check will go directly to the department requesting the check request unless specifically requested otherwise.

3.G – UNBUDGETED EXPENDITURES

Departments may find themselves in situations where unexpected purchases are required, which are at times unbudgeted. Unbudgeted expenditures are not routine but do happen on occasion. The following outlines the City's standard procedures for unbudgeted expenditures:

- Departments will review their adopted budgets and will make every effort to purchase the required unexpected items/services utilizing their adopted budget. Budget adjustments (reallocated unexpended budget funds, not to exceed \$10,000) will be performed if there are excess funds in their budgets;
- If the department does not have sufficient budget funds to cover the unbudgeted purchase, they will contact the Finance Department to ask if there are any excess funds within the fund the department is budgeted from:
 - If Finance has concluded that there are excess funds, Finance will allow the purchase and input the funds in the department via a Budget Amendment.

- If Finance has concluded that there are no excess funds, Finance will attempt to cover the cost of the unbudgeted purchase via reallocation of another department's budget within the same fund (everyone will be notified of the budget reallocation). If reallocation of funds is not possible, Finance will not allow the purchase.

3.H – RECEIVING AND INSPECTION

After an item is purchased, the task of receiving and inspection rests with all City representatives accepting the materials, goods, or supplies. This should be done as promptly as possible to take advantage of early payment discounts and/or to give the Division the processing time needed to avoid interest and penalties. All items must be inspected upon receipt, and whenever possible, in the presence of the vendor or shipper. Inspection should include:

- Verification of correct delivery site
- Verification of correct quantities
- Verification of correct PO number on the packing slip
- Checking for damaged or defective goods
- Receiving Complete Orders: sign and date the packing slip, attach the packing slip to the PO, and immediately submit it to the Division
- Receiving Partial Orders: make a copy of the P.O. and cross out any items that are not received, sign and date the partial packing slip, and submit it to the Division for processing. The original PO will be submitted for the final payment of the PO.

3.I – INVOICES

An invoice is an itemized statement of merchandise or service provided by the vendor. Invoices are sent by the vendor for payment by the City after purchases are made. It contains the same information as the purchase order and is the means of settlement of financial obligations incurred when the PO is issued.

- All invoices must be sent directly to the Division where they are held until the PO receiving or partial (copy of original) has been processed
- Should the using department receive an invoice, the department will forward it immediately to the Division for prompt payment and to avoid interest penalty. Vendors should be notified that all future invoices are to be sent directly to the Division
- Payment is overdue on the 31st day after the later of: (Texas Government Code, Chapter 2251.021)
 - ✓ The date the City receives the goods under the contract
 - ✓ The date the performance of the service under the contract is completed; or
 - ✓ The date the City receives an invoice for the goods or services

CHAPTER 4 – QUOTATION PROCESS – FORMAL/INFORMAL

The quotation process is the documentation of the City's purchasing representative's attempt to obtain the best purchase price available. This documentation can be informal and formal, based on the cost of the item being purchased per section 3.B.

1. **Formal Quote**

The requesting department will ask the vendor providing the quote to mail/fax/email their quote for the item being purchased. This quote must be on the vendor's letterhead/stationary.

2. **Informal Quote**

The requesting department may ask the vendor providing the quote to state their quote over the phone for the item being purchased. The quote will then be noted by the requesting department via memo format using the internal template provided by the Finance Department.

CHAPTER 5 – BID PROCESS (RFP/RFQ)

5.1 – SEALED BID OR PROPOSAL PROCEDURES

The bid activity must be coordinated with and maintained by the City Clerk. It is the policy of the City to use a sealed bid proposal or design/build procedure in compliance with Chapter 252 of the State of Texas Local Government Code for any procurement which will total \$50,000 or more. The requesting department will prepare and solicit all procurement's requiring sealed bids.

5.2 – REQUIREMENTS UNDER STATE LAW

The Texas Local Government Code requires that before a municipality may enter into a contract, other than a contract for insurance, that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must comply with the procedure prescribed by Chapter 252.021 for competitive sealed bidding or competitive sealed proposals.

5.3 – ADVERTISING AND ADVERTISING TIME REQUIREMENTS

Permission to advertise must be obtained from the City Commission. Section 252.041 of Chapter 252 requires that the sealed bid be advertised publicly with notice of the time and place at which the bids will be publicly opened and read aloud. The public notice must be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality that is listed as the City's paper of record (Advance News). The date of the first publication must be before the 14th day before the date set to publicly open the bids. In addition to the paper of record, the City, at its option, may also advertise online and with other publications and/or organizations.

5.4 – BID SPECIFICATIONS AND DEPARTMENT REQUISITIONS

All sealed bids must include a set of complete and detailed specifications of the item or items and/or services to be purchased. THE CREATION IS THE SOLE RESPONSIBILITY OF THE REQUESTING DEPARTMENT. The Finance Department will assist the requesting department in any way necessary, but will not be responsible for the final content of the specifications. The City Clerk is responsible for all remaining parts of the bids/proposals terms, conditions and document requirements including any legal terminology required by law.

Vendors can be consulted as a source for specification information as long as they are advised that a sealed bid procedure will be used and the vendor cannot be treated with any type of favoritism. Specifications used by other governmental entities or sources is acceptable, and therefore, should be contacted if needed for this assistance. In addition, previous specifications submitted to Finance will be kept available for reference.

In order to assure fair and competitive bids, brand names should not be used in specifications unless it is made clear to each bidder that the brand name is being used for reference only. This can be accomplished by adding an "or equal" statement behind the brand name. This statement will indicate to the bidder that other brand names will be considered if they offer specifications that are equal or better than the specifications listed in the bid. Brand names can be specified, as

the only brand that will be accepted in cases where the brand specified is the only product that will work with the existing parts or equipment.

An approved purchase order must be submitted to Finance for all formal bids and proposals. The requisition must include the funding account number and budgeted amount authorized for the purchase. The requisition along with the specifications should be submitted for approval as called for in the purchasing manual. **WITHOUT THE AUTHORIZED APPROVALS INDICATING SUFFICIENT FUNDS ARE AVAILABLE FINANCE WILL NOT PROCESS A BID.**

5.5 – BID PREPARATION AND ADMINISTRATION

All sealed bids and proposals will be prepared and administered by the requesting department and coordinated with the City Clerk. The only exceptions are projects that involve engineering and architect design services. The requesting department will be responsible for notifying the City Clerk on any bid or proposal that they issue, the dates of any advertisements, pre-bid conferences and bid opening dates. The City Clerk will be responsible for posting the bids on the City Internet Web site to insure all bid information is available on the Web site. On both bids and proposals, a bid number will be assigned and advertising dates, pre-bid meeting dates and the bid opening date set. The Finance Director or his designee or the designee assigned for bids/proposals will be responsible for the bid opening and reading of the bids received. Once opened, a pre-audit bid tabulation will be created. Once a complete audit and bid tabulation is completed by the requesting department, the tabulation along with all bids will be sent to the City Clerk. When all bids have been reviewed, the requesting department will be responsible for submitting to the City Clerk a recommendation of bid award and background wording to be included in the Agenda Memo to the City Commission.

5.6 – BID OPENING PROCEDURES

Receiving competitive bids and proposals must be done properly in order to ensure that no possibility of favoritism or even the appearance of favoritism exists.

Each bid or proposal must be returned to the City Clerk's office, with the bid/proposal identification number marked on the outside of the envelope/box. Only one bid/proposal should be submitted per envelope. If more than one bid is to be submitted, require that the vendor use separate envelopes for each one. The bid/proposal envelope should be time and date stamped in the designated office as soon as it is received. The bid/proposal envelope should then be filed unopened together with the other bids/proposals for the same invitation/request number.

Bids/proposals are opened at the hour specified in the invitation/request at the place named in the RFP. Vendors and the public are invited and encouraged to attend the bid opening. In case no observers attend the bid opening, always have a member of another office act as witness so that charges or irregularities can be disproved.

In order to establish a standardized format of bid openings the following procedures should be followed:

1. The Finance Director or his designee or the designee assigned by the requesting department bids shall conduct all bid openings.
2. In addition to the Finance Director or his representative there will be at least one city employee from the department who submitted the purchase request at all bid openings. This employee will be knowledgeable of the bid specifications and should be prepared to answer all questions that pertain to the specifications. At bid openings the requesting department representative will act as the recorder of all information that is read at the bid opening and will publicly confirm that all information was read completely and truthfully.
3. At Bid Openings all bids will be opened and all pricing will be called out in accordance with the bid opening procedures.

5.7 – BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS

The requesting department is solely responsible for reviewing the specifications offered in each bid to insure the specifications meet the bid requirements and must provide a review of any bid that did not meet the specifications. If the bids offered meet the specifications requested, the recommendation may then be made based on the procedures set out in the State of Texas Local Government Code Chapter 252, Sub Chapter C, 252.043. Under this chapter entitled Award of Contract, the City may award the contract based on:

Sub-section (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or the bidder who provides goods or services at the best value for the municipality”.

Sub-section (b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder’s goods or services;
- (3) the quality of the bidder’s goods or services;
- (4) the extent to which the goods or services meet the municipality needs;
- (5) the bidder’s past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contacting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder’s goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

Sub-section (c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Sub-section (f) The Governing body may reject any and all bids.

Sub-section (h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

In addition under the State of Texas Local Government Code Chapter 271, Sub Chapter 271.9051 a Municipality may consider a bidder's principal place of business where the Municipality has a population of 250,000 or less. The sections of this Sub Chapter states:

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

Other considerations of a bid award may be:

- the safety record of the bidder considered
- Companies or individuals indebted to the municipality
- Inclusion of required bonding and insurance
- Any other consideration as listed in the State of Texas Local Government Code

5.7.1 – BID NUMBER SEQUENCES

The bid number will consist of four sections totaling 13 digits. The first sections will consist of four digits indicating the fiscal year. The next section will consist of two digits indicating the fund. The third section consists of three digits identifying the requesting department's departmental account number. The last section consists of the number of bids the City as a whole has managed throughout the fiscal year. The City Clerk is responsible for assigning the bid number to the requesting department.

5.8 – BID DISCREPANCIES AND DISQUALIFICATIONS

There are several reasons that require a bid to be disqualified. These reasons are as follows:

1. Any bid received that is not signed by an authorized company representative.

2. Any bid received that did not return required information such as addendum/s, bonding and/or insurance requirements. This requirement may be waived as a technicality but must be approved by the City Attorney's office.

3. Also subject to disqualification are bids/proposals where prices are conditional on award of another bid, or when prices are subject to unlimited escalation. If allowed by the specification, prices may be subject to escalation based on an independent wholesale index. (e.g., for oil and gas products, the net terminal price or current Oil Price Information Service prices.)

5.9 – AGENDA REQUIREMENT RESPONSIBILITIES (ALL CAPITAL PURCHASES/PROJECTS)

All capital items purchased by the City must be submitted to the City Commission for approval. During the budget process, all capital items are budgeted and approved by the City Commission once they approve the budget. The capital items needed outside of the budget process must be submitted to the City Commission for approval after ensuring adequate funds are available.

5.10 – RELEASE OF BID INFORMATION

All requests for historic information concerning a bid, specifications on a bid or other matters relating to bids of the City can only be conveyed via an open records request and should be made through the City Clerk's Office. All open records request forms are to be kept and filed in a manner that makes retrieval of the information that was requested and the information that was returned easily accessible.

5.11 – CHANGE ORDERS

After awarding the contract, the governing body may make changes to plans, specifications or quantities if necessary. But the total contract amount may not be increased unless the increase will be paid from current funds, or is provided for by issuing debt. If a change order involves a decrease or an increase of \$25,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders. No increase of more than 25 percent may be made, and the contractor must agree to any decrease of 25 percent or more.

5.12 – BONDING

By State Statute, any person, persons, firm, or corporation (prime contractor) entering into a contract in excess of \$ 50,000.00 with the City for the construction, alteration or repair of any public building or prosecution of completion of any public work, shall be required before commencing such work, to provide the following bonds, issued by a corporate Surety duly authorized and admitted to do business in the State of Texas.

PUBLIC WORK: Although the term public work is not defined by statute, it is generally understood to mean construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. Contracting for demolition of real property would also fall under this definition.

5.12.1 – BONDING REQUIREMENTS

To ensure that the successful bidder will enter into a contract with the City and complete the project as defined by the bid specifications, bidders may be required to provide the City with surety bonds guaranteeing successful completion of the contract. There are three types of surety bonds commonly used with City contracts; the bid bond, performance (and maintenance) bond, and the payment bond. A surety is a firm (usually an insurance company) that will guarantee that the bidder will perform as defined by the specifications. The City will only accept corporate sureties as bonding entities. Personal sureties are unacceptable.

5.12.2 – BID BOND

It is the City's option whether or not to require bidders to provide the City with a bid bond along with their bid submissions. State statutes do not address bid bonds for Municipalities.

Bid bonds are issued by a Surety financially guaranteeing that the successful bidder will enter into an agreement with the City to perform the project or provide the service as defined by the specifications. The City requires that the bid bond be accompanied with an appropriately completed "Power of Attorney" executing the bid bond for the bidder. As an alternative, the City may accept a cashier's check, with the City named as payee, to be held in escrow until the successful bidder signs the City's project contract.

BID BOND AMOUNT: The bid bond minimum limit (or cashier's check) is five percent (5%) of the total amount bid.

5.12.3 – PERFORMANCE BOND

Performance bonds financially guarantee that once the successful bidder enters into a contract with the City to perform work, the contractor will complete the project. Should the contractor fail, then the Surety will, generally, hire an alternate contractor to complete the work, allow the City to select another contractor and pay the difference between the first contractor's price and the new contractor's price, or pay the original contractor whatever it takes to complete the project.

PERFORMANCE BOND AMOUNT: Performance bonds must be written for one hundred percent (100%) of the total bid price.

5.12.4 – PAYMENT BOND

A payment bond will pay any outstanding bills for labor, materials, and supplies used in the City's project from the contractor's subcontractors and suppliers should the prime contractor default on their payment.

PAYMENT BOND AMOUNT: Payment bonds must be written for one hundred percent (100%) of the total bid price

5.12.5 – MAINTENANCE BOND

Maintenance bonds financially guarantee that the Contractor will maintain and keep in good repair the work contracted to be done and performed from the date of acceptance of the work by the City for a predetermined period of time. For public works projects, the bond would also include any necessary back filling that may arise because of sunken conditions in ditches.

The bond is designed to provide financial protection to the City for all defective conditions arising by reason of defective material, work, or labor performed by the Contractor. In the event the Contractor does not fulfill its maintenance obligation, the bonding company will pay to maintain the project as defined in the contract specifications.

5.13 – INSURANCE REQUIREMENTS

Whenever the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be executed upon award of the contract, that transfers the risk of the project from the City to the contractor. Because the contractor may or may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Most contracts are tailored for individual projects and programs; therefore, certain elements of the insurance required should be addressed in every contract document. One of the most important elements is the actual insurance coverage, which include the coverage types and limits that are dependent upon the nature of the project/program.

Although not all of the coverage's are required for every project (and limits will vary by exposure), understanding the coverage's provided by these policies is important to assure that all of the City's potential liabilities and exposures from the project are properly protected. Should any questions arise about the amounts of types of insurance requirements the initiating department should contact the Risk Managers office.

5.14 – TECHNOLOGY COMPETITIVE SEALED PROPOSALS

Municipalities may use the Competitive Sealed Proposal procedure for high technology procurements. Local Government Code 252.021. High technology procurement is defined as the procurement of equipment, goods, or services of a highly technical nature, including, but not limited to: data processing equipment, software, and firmware used in conjunction with data processing equipment, telecommunications equipment, radio and microwave systems, and electronic distributed control systems (including building energy management systems), and technical services relating to such items.

Notice requirements for high technology proposals are the same as for general contracts. Requests for Proposals must solicit quotations and must specify the relative importance of price and other evaluation factors. The City may hold discussions with bidders who submit proposals and are determined to be responsibly qualified for the award of the contract. Each bidder must be treated fairly and equally with respect to any opportunity for discussion and revision.

Proposals are evaluated one against the other, and then initially ranked. The proposals are then negotiated, and re-ranked. Further negotiations will be required and a final selection made. A department head or his designee may meet in private session with each proposer, and negotiate for exactly what is needed. Negotiations are not limited to one meeting.

Offers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the final offers, revisions may be permitted after submissions and before the award of the contract. Throughout the proposal process, information identified by the vendor as trade secrets or proprietary information, and contained in the proposals, must be kept confidential by law.

After proposals are received, the City may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best possible proposal for each vendor.

CHAPTER 6 – EMERGENCY PURCHASES

The City may make emergency or exempted purchases without competitive bidding under specific circumstances. Purchases that are required immediately for purposes that could not reasonably have been foreseen are generally exempt from bids. They may be subject to other requirements, however, such as certification that an emergency exists. When it is necessary to preserve or protect the public health, competitive bidding requirements are waived regardless of how the conditions were brought about. If there is time to give proper notice and for an advertisement to be made, then it is not an emergency situation.

6.A – Procedure for Making Emergency Purchases

The following are procedures for dealing with emergency purchases:

- **Qualification:** The purchase must qualify as an emergency purchase as defined in state law local government code chapters 252, 262 and 271.
- **Designation:** The emergency purchase designation indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids are required.
- **Normal working hours:** All emergency purchases occurring during normal working hours are processed through the City as follows:
 - The requesting department will notify the Division by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately;
 - Simultaneously, a PO is prepared and hand-carried through the approval process;
 - The requesting department contacts as many vendors as necessary to arrange the emergency purchase. If there is not enough time to get authorization, the purchase can be completed by telephone, and the purchase order completed after the fact and delivered to the vendor; and
 - The buyer requests expedited delivery. The person making the requisition may be required to pick up the emergency purchase from the vendor if timely delivery is not available.
- **Evenings, weekends and holidays:** When purchasing support is unavailable, process emergency purchases as follows:
 - The responsible official of the requesting department takes whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency. If possible, only those goods or services needed during the evening, weekend or holiday are procured; and
 - On the first working day following the emergency, the responsible official prepares a PO and hand carries it to the Division. The person making the purchase must attach the invoices, bills of materials, receipts or other documents related to the purchase to the PO.
- The official in charge of the requesting department must certify in writing on the next business day, or as soon as possible, why the emergency purchase was necessary and why it was an emergency.

CHAPTER 7 – SOLE SOURCE PURCHASES

Quotes are not required if the materials, goods, or supplies can only be purchased from a sole vendor, in other words, a sole source. Reasonable efforts must be made to ensure purchases from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources. Sole source purchases are subject to possible review by the City Attorney.

For a sole source purchase, at least one (1) of the following must exist:

- Available from only one source because of patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books
- Gas, water, and other utility services, (in most instances)
- Captive replacement parts or components for equipment
- Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- Sole source purchases are approved only after the lack of alternate sources has been determined and proof of sole source is documented via memo by the department director.

The requesting department should do everything possible to strengthen the City's bargaining position. Costs related to procurement should always be considered before an order is issued. Post-purchase costs could include multi-year maintenance contracts, replacement parts or trade-in value.

7.A – Procedure for Sole Source Purchases

Sole source purchases are handled the same as other purchases, with these exceptions:

1. The Finance Director must approve all sole source purchases. The approval should be done before a PO is issued.
2. The PO is then completed in accordance with the standard purchasing procedures.
3. If the item is a sole source purchase, the requesting department director must prepare a statement and attached it to the PO that says a sufficient number of vendors have been contacted to determine that only one practical source of supply exists or states the reasons only one source exists. This statement must be attached to the PO.

CHAPTER 8 – DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL

8.A – SURPLUS EQUIPMENT AND PROPERTY

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment or equivalent service;
3. Donated to an entity with City Commission approval;
4. Recycled; or
5. If the item has no value except for salvage, the procedure will take place per section 8.B.

Personal property does not include real estate such as land, including the building or improvements on it, or its natural assets, such as minerals and water. The City may sell real property owned by the City by sealed bid under Local Government Code §272.001 or by public auction under this section.

To sell real property by public auction, the City must publish notice of the auction. According to Local Government Code, §253.008, the notice must be published once a week for at least three consecutive weeks, with the first publication at least 20 days before the date the auction is held, in a newspaper of general circulation in both the county in which the City is located and the county in which the property is located. The notice must contain a description of the property, including location, and the date, time and location at which the auction is to be held.

8.B – SALVAGE MATERIAL

Disposal of salvage materials, scrap metals, copper, brass, etc., may be sold after attempting to obtain 3 offers.

CHAPTER 9 – CREDIT CARDS

9.A – CREDIT CARD USE AUTHORIZATION

Credit card purchases are authorized for:

- Unforeseen non-routine, charges that are considered an emergency need
- Travel related charges
- Meeting preparation purposes
- Vendors that do not accept PO's

9.B – Responsibilities

Management of the City's credit cards require a team effort. The levels of responsibilities are as follows:

➤ **Cardholder**

- Comply with all purchasing policies and procedures.
- Review, Approve and Initial receipts, card holder statement/department summary.
- Hold and secure credit card.
- Compare charge slip with receipts and verify totals are the same.
- Turn in all charge slips, invoices, receipts daily to department representative.
- Notify Finance Department of lost and stolen card.
- Responsible for all missing documentation.

➤ **Department Representative**

- Receive daily all receipts, charge slips, invoices and credit slips.
- Verify receipt total and charge slip total agree.
- Write general ledger account number on each receipt.
- If the card is used for meals, must write on receipt who was present and purpose of the meal.
- Have cardholder sign each receipt as a validated charge.
- Reconcile monthly card statement total for agreement with receipts.
- Submit cardholder statement and supporting receipts in a timely manner (2 days after the purchase) to the Finance Department.
- Comply with all purchasing policies and procedures.

➤ **Finance/Account Administrator**

- Monitor charges for proper account codes and fund availability.
- Receive approved cardholder statements, receipts and supporting documentation.
- Confirm charges/receipts are authorized by department representatives and/or cardholder.
- Check individual receipts for account coding accuracy.
- Notify departments when approved monthly department statements are not received.
- Notify Credit Card Company of any disputes.
- Initiate training program for all cardholders/department representatives.

- Cancellation/termination of credit cards.
- Coordinate and maintain internal controls.
- Receive monthly City statements.
- Receive approved cardholder statements, receipts, and summary reconcile statements to City Total Summary.
- Pay all non-disputed monthly charges for consolidated statement.
- Process accounting data and issue accounts payable check.
- File and store statements, receipts, monthly check and etc.

9.C – LIMITATIONS ON USE OF CREDIT CARD

The credit card is to be used for City authorized purchases only. The card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.

9.D – MISSING DOCUMENTATION

If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must try to obtain a copy and if this is not possible, detail the purchase must be attached via memorandum. The detail will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor name and why there is no supporting documentation. Continued incidents of missing documentation will result in disciplinary action, to include cancellation of credit card for six months.

9.E – DISPUTES/RETURNS

The Finance Department must be notified of all disputes. All documentation concerning the disputed items will be turned into the Finance Department as soon as possible. The Finance Department will contact the Credit Card Company and follow dispute procedures.

The Cardholder is responsible for obtaining a credit memo from a supplier, when the merchandise that was purchased with the City Credit Card is returned to the supplier. The credited amount will be applied to the cardholder's account. **Cash refunds are prohibited.**

9.F – RECONCILIATION OF CREDIT CARD PURCHASES

1. The Credit Card Company will mail/email billing statements to the Finance Department and in return Finance will send a departmental statement to the each department representative. Statements will list all transactions processed during the billing cycle.

2. Department Representative reconciles receipts against monthly statement within two (2) days of receipt.
3. Cardholder must sign and approve all

9.G – LOST OR STOLEN CREDIT CARDS

If a credit card is lost or stolen, the cardholder or department representative must immediately notify the Finance Department. The cardholder will be responsible for reporting all information necessary to reduce the liability to the City for a lost or stolen card. Disciplinary action will be taken in the event that the Finance Department is not notified.

9.H – TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends his or her employment or is transferred to another department, the Finance department must be immediately notified to ensure that the card is canceled or necessary action is taken. Credit Card is to be collected by the Department Representative and sent to the Finance Department for cancellation.

CHAPTER 10 - MISCELLANEOUS

10.A – SALES TAX

The City of Pharr is exempt from all Federal Excise Tax And the State of Texas Limited Sales Excise and User Tax. All purchases should be tax exempt.

10.B – PREFERANCE TO LOCAL VENDORS

The City will always make every effort to purchase from Pharr vendors. This preference is deemed as being in the best interest of the city. Local vendors are afforded a 5% cost difference in comparison to non-Pharr vendors. This preference applies to items under the State of Texas bid mandated purchasing per section 3.B.

10.C – PURCHASING THROUGH STATE CONTRACTS

Through cooperative purchasing, the City can save time and money in our purchasing procedures. The Local Government Code (§§271.081 - 271.083) provides for purchasing by the City through state contracts. This frequently saves time and effort in local purchasing. In addition, all statutory bidding requirements are satisfied when purchases are made through state contracts, and the vendors are frequently the same ones with whom the City is already dealing.

There may be some drawbacks. Some prices on state contracts may not be as low as a local contract. Requesting departments should also consider levels of service and other service related options not included on the contract or in the quoted price.

10.D – PURCHASES OTHER THAN COOPERATIVE PURCHASING USING FEDERAL & HOMELAND SECURITY FUNDS

If purchases are made from other than a cooperative purchasing contract using federal funds, example: Homeland Security Funds, the department purchasing shall:

1. Check with the GSA Excluded Parties List System (EPLS) website www.epls.gov to verify that the vendor to be used by the City is not on the excluded parties list. Due to the EPLS constantly changing, this action needs to be done every time a purchase order is issued.
2. Attach a copy of the screen indicating the vendor is not debarred at the time of the procurement and include that copy with the procurement records for audit and monitoring purposes. If the vendor is debarred, we cannot do business with that vendor.

10.E – EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES

The City will reimburse purchases made by employees on behalf of City business. Items that are not reimbursable include: tobacco products, alcoholic beverages, and other questionable expenses. Questionable expenses will ultimately be decided upon by the City Manager.

10.F – PURCHASING LAWS

Texas purchasing law is located in a number of places in the statutes. City purchasing is primarily in Chapter 252 of the Local Government Code. Statutes pertaining to both cities and counties, plus other types of local governments, are included in Chapter 271 of the Local Government Code. Conflicts of interest by local government officials are covered in Chapter 171 of the Local Government Code.

Other statutes pertaining to purchasing or contracting are in Vernon's Civil Statutes or in other parts of Vernon's Texas Codes. Since the law is so fragmented, it is helpful to have this listing of where to find different statutes and each act's general contents.

Attorney general opinions offer valuable guidance in interpreting and applying the laws. Consult them whenever questions arise. The attorney general's opinions are available from:

Attorney General of Texas
Opinion Committee
209 West 14th Street
Austin, TX 78701-2548

Telephone (512) 463-2110

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ORDINANCE NO. O-2015-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. FINDINGS.

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

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

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

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

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

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

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

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

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

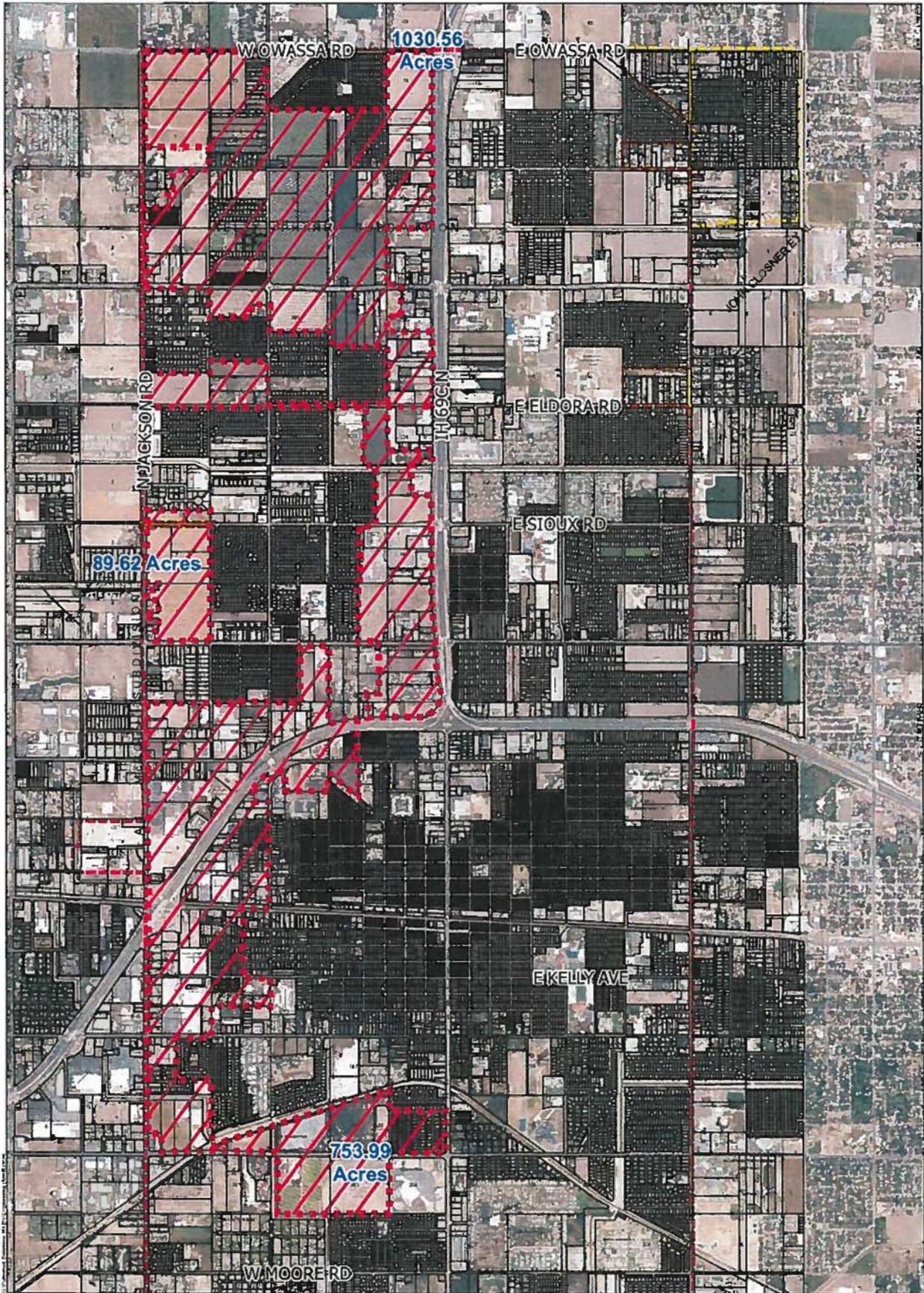
PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Legend

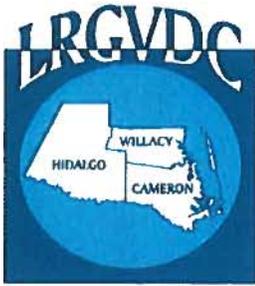
- Pharr City Limits
- Pharr ETJ
- TIRZ Area: 1,874.17 Ac

All information displayed on this map is subject to verification by the authority to the extent required by applicable laws and regulations. This map is intended for general informational use.

City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 Inch = 2,000 feet





Lower Rio Grande Valley Development Council

Mayor Chris Boswell, Harlingen.....President
 Mayor Tony Martinez, Brownsvill.....1st Vice-President
 Mayor James E. Darling, McAllen.....2nd Vice-President
 Mayor Celeste Sanchez, San Benito.....Secretary
 Mayor Pro-tem Armando Garza, Jr., San Juan.....Treasurer
 Hon. Norma G. Garcia, Member-at-LargeImmediate Past President

BOARD MEMBERS

Sofia Benavides
 Commissioner, Cameron County

Eduardo "Eddie" Cantu
 Commissioner, Hidalgo County

Aurelio "Keter" Guerra
 Judge, Willacy County

Pilar Garza
 Mayor Pro-tem, Alamo

Irene Munoz
 Mayor, Donna

Daniel A. Guzman
 Commissioner, Edcouch

Richard Molina
 Councilmember, Edinburg

Victor Gonzalez, Jr.
 Mayor, La Feria

Rosa Perez
 Alderwoman, La Villa

Henry Hinojosa
 Mayor, Mercedes

Norie Gonzalez Garza
 Mayor Pro-tem, Mission

Leo "Polo" Palacios, Jr.
 Mayor, Pharr

David Suarez
 Mayor, Weslaco

Stella E. Garcia, Ph. D
 TSTC, Harlingen

Rene Reyna
 Superintendent, Donna I.S.D.

Ronald Mills
 Willacy Navigation District

Troy Allen
 Delta Lake Irrigation District

Mayor Pro-tem Eddy Gonzalez
 Member-at-Large

Steve Brewer
 Member-at-Large

Arturo Ramirez
 Grassroots Organizations

EXECUTIVE DIRECTOR
 Kenneth N. Jones, Jr.

MEMORANDUM

TO: City Manager and City Attorney

FROM: Kenneth N. Jones, Jr., LRGVDC Executive Director 

SUBJ: Request for City Commission Action RE: Texas Gas Service
 COSA Filing

DATE: May 7, 2015

Recently, the LRGVDC Board of Directors heard a presentation by Texas Gas Service Company representatives regarding the 2015 Cost Of Service Adjustment (COSA) Tariff filing with thirty-four (34) cities in its Rio Grande Service Area. As in the past, the LRGVDC Board supports the efforts of the Valley Cities Gas Coalition (VCGC) and took action partnering with the City of Weslaco to coordinate the VCGC efforts for this COSA filing.

I have attached a proposed resolution to be presented to your city commission for action at the earliest opportunity. This resolution will engage Mr. Geoffrey Gay of the Law Firm of Lloyd Gosselink Rochelle and Townsend, P.C. to review Texas Gas Company's COSA filing. Mr. Gay has successfully assisted the Valley Cities in the past and is very familiar with Texas Gas Service Company's structure. The expenses incurred by the cities for legal or consultant professional services will be reimbursed by Texas Gas Service.

Upon adoption of the Resolution please send a copy to each of the following:

Lloyd Gosselink Rochelle & Townsend, P.C.
 Attn: Mr. Geoffrey Gay
 P. O. Box 1725
 Austin, TX 78767-1725

ggay@lglawfirm.com

Rio Grande Valley Texas Gas Service
Attn: Mr. Tom Capps, Director of Operations
P. O. Box 531827
Harlingen, TX 78553-1827

tom.capps@onegas.com

LRGVDC
Attn: Kenneth N. Jones, Jr.
301 W. Railroad St.
Weslaco, TX 78596

knjones@lrgvdc.org and dmorales@lrgvdc.org

Please let me know in advance the scheduling of this resolution on your city commission agenda so I can attend as many meetings as possible to address questions the elected officials may have. Thank you for your attention to this request and please contact me should there be any questions.

RESOLUTION NO. 2015 - ____

RESOLUTION OF THE CITY OF _____, TEXAS
AUTHORIZING REVIEW OF TEXAS GAS SERVICE
COMPANY'S (TGS) COST OF SERVICE ADJUSTMENT
(COSA) TARIFF; APPROVING OF A JOINT REVIEW OF
TGS' APPLICATION ALONG WITH OTHER CITIES SERVED
BY TGS; HIRING LEGAL AND CONSULTING SERVICES TO
NEGOTIATE WITH THE COMPANY AND DIRECT ANY
NECESSARY LITIGATION AND APPEALS; REQUIRING TGS
TO REIMBURSE ALL REASONABLE COSTS ASSOCIATED
WITH CITIES' EFFORTS IN THIS RATEMAKING EFFORT;
FINDING THAT THE MEETING AT WHICH THIS
RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS
REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO TGS AND LEGAL COUNSEL

WHEREAS, on April 29, 2015 Texas Gas Service Company, a division of One Gas, Inc., (TGS or Company) filed with the City of _____ (City) a Cost Of Service Adjustment (COSA) Tariff seeking to increase natural gas rates to all customers residing in the City; and,

WHEREAS, it is in the public interest for the City to participate with other Valley Cities Served by TGS in the COSA filing in order to protect the interests of the City as well as the interests of TGS customers residing and conducting business within the City; and,

WHEREAS, the Cities Coalition will conduct a review of the Company's application and will hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and,

WHEREAS, pursuant to a settlement agreement between the City and the company dated August 14, 2009 provides that costs incurred by cities associated with this proceeding are to be reimbursed by the Company.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF _____, TEXAS:

1. That the City is authorized to participate with other Valley Cities in TGS' COSA filing to protect the interests of the City and protect the interests of TGS customers residing and conducting business within the municipal city limits, and accepts the City of Weslaco as the lead municipality in this effort.
2. Subject to the right to terminate employment at any time, the city hereby authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and Karl J. Nalepa of the consulting firm Resolved Energy to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of the COSA filing.
3. That the City's reasonable legal and consulting expenses shall be reimbursed by TGS.

4. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law; and the public notice of the time, place, and purpose was given as required.
5. A copy of this resolution shall be sent to Geoffrey Gay at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725 and to Tom Capps, Director of Operations Rio Grande Valley, Texas Gas Service, P.O. Box 531827, Harlingen, TX 78553-1827.

PASSED AND APPROVED this ___ day of May, 2015.

CITY OF _____

_____, MAYOR

ATTEST:

_____**CITY SECRETARY**

APPROVED AS TO FORM:

_____**CITY ATTORNEY**



AGENDA ITEM REQUEST

MEETING DATE: May 13, 2015

INITIATED BY: Ruben Villescas DEPARTMENT: Police

AGENDA ITEM: Request for Authorization and Resolution to Allow the Pharr Police Department to submit Grant Application to the Texas Office of Attorney General for the "Victim Coordinator and Liaison Grant Project" (Continuation Grant)

MAKING THE REQUEST: Chief Ruben Villescas

NATURE OF THE REQUEST: Request for Resolution for Authorization to Allow the Pharr Police Department to submit Grant Application to the Texas Office of Attorney General for the "Victim Coordinator and Liaison Grant Project"

BUDGET:

EXPENDITURE REQUIRED: None, it is a 100 % funded grant

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD:  DATE: _____

ASSISTANT CITY MANAGER:  DATE: 5-14-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION: Recommend Approval

To: Mayor and City Commission
Thru: Federico Sandoval, City Manager
From: Ruben Villescas, Police Chief
Date: May 13, 2015
Subj: Request for Authorization and Resolution to Allow the Pharr Police Department to submit Grant Application to the Texas Office of Attorney General for the "Victim Coordinator and Liaison Grant Project"

Background:

This request was forwarded to the city manager for consideration by the city commission.

This resolution is requested to authorize the Pharr Police Department to apply for a Crime Victims Coordinators and Liaison Grant Project that will reimburse the City of Pharr for wages paid to an individual who will coordinate and administer all victim assistance services for the City of Pharr Police Department. The Grant application is submitted to the Criminal Justice Division, Office of the Attorney General for a grant under, The Victim Coordinator and Liaison Grant. (This is a continuation grant)

This resolution will authorize Police Chief Ruben Villescas to sign our grant application and enter into a contact with the Office of Attorney General, Criminal Justice Division for the implementation of this program. The resolution will also authorize the City Finance Director to request funds for the expenses required.

Discussion:

The program director Chief Ruben Villescas or designee will implement the program and be responsible for its operation. The program will be utilized during working hours Monday thru Friday. The Victims Assistance Project will be required to assist victims of crimes in filling out applications for assistance as well as obtaining social services available to include criminal investigations. If authorized the program will be scheduled to be in effect upon receipt of funds.

Recommendation:

I recommend that approval be given for the City of Pharr Mayor to Sign a resolution Authorizing Police Chief Ruben Villescas to submit a application to the Texas Office of Attorney General for the "Victim Coordinator and Liaison Grant Project"

**STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION
TO THE
OAG CRIME VICTIM SERVICES DIVISION— REQUIRED
REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, MAY 27
2015, OR THE APPLICATION WILL NOT BE CONSIDERED.**

INSTRUCTIONS: Initial each numbered line and submit this signed required document with the Application.

LEGAL NAME OF APPLICANT: City of Pharr Police Department

UNIQUE APPLICATION NUMBER: V0001-16-0008

1. _____ **THIS APPLICATION IS FOR** (check one):

- _____ Other Victim Assistance Grant (OVAG)
- Victim Coordinator and Liaison Grant (VCLG)
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

2. _____ **TRUE AND CORRECT INFORMATION.** The undersigned certifies that the information contained in this Application is true and correct to the best of his or her knowledge.

3. _____ **OAG CERTIFICATIONS AND ASSURANCES.** The undersigned has read and understands the Certifications and Assurances contained in the Application Kit.

4. _____ **DEADLINES AND SUBMISSION OF APPLICATION.** The undersigned understands that the deadline for submission is 5:00 p.m. CDT Wednesday, May 27, 2015 and that to meet the deadline, the Applicant must submit electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:

- It is the Applicant's responsibility to submit the Application to the OAG in the specified manner and by the specified date and time
- Applications submitted in other formats will not be accepted
- The OAG accepts no responsibility for delays in electronic submission delivery
- Late Applications will not be considered under any circumstance
- Proof of sending a document by email or other means is not proof that the OAG received the information

5. _____ **JOB DESCRIPTIONS FOR EACH REQUESTED POSITION.** The undersigned understands that the most recent job description for each position requested in the proposed budget must be submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. _____ **RESOLUTION OF GOVERNING BODY.** The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Authorized Official Signature/Title

Authorized Official Printed Name

Date

City of Pharr
RESOLUTION OF GOVERNING BODY

RESOLUTION OF GOVERNING BODY—REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, MAY 27, 2015. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

LEGAL NAME OF APPLICANT: City of Pharr Police Department

UNIQUE APPLICATION NUMBER (if applicable): V0001-16-0008

Be it known as follows:

WHEREAS, the City of Pharr Police Department, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

- Other Victim Assistance Grant (OVAG)
- Victim Coordinator and Liaison Grant (VCLG)
- Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

WHEREAS, the City of Pharr Police Department, [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the City of Pharr Police Department, [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Ruben Villescas

Position Title: Chief of Police

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Signature

Printed Name

Date

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2013-52

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S.

WHEREAS, the terms of Mayor Leopoldo "Polo" Palacios, Jr., Comm. Oscar Elizondo, Jr., Comm. Aquiles Garza, Victor Carrillo, Jr., Cruz Cantu, Carlos Villegas, and Jim Brewster have expired; the City Commission needs to appoint/re-appoint seven (7) members to the PEDC II Board of Directors.

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

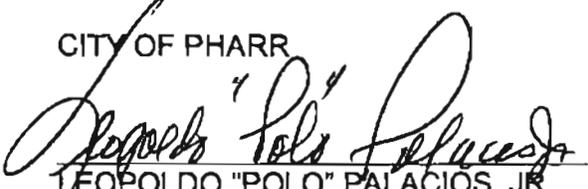
That the following persons are hereby appointed and/or reappointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.

<u>NAME:</u>	<u>LENGTH OF TERM:</u>
1. LEOPOLDO PALACIOS, JR.	term ending 9/3/2015
2. AQUILES "JIMMY" GARZA	term ending 9/3/2015
3. OSCAR ELIZONDO	term ending 9/3/2015
4. JIM BREWSTER	term ending 9/3/2014
5. CRUZ CANTU	term ending 9/3/2014
6. VICTOR CARRILLO	term ending 9/3/2014
7. CARLOS VILLEGAS	term ending 9/3/2014

Said Directors shall serve at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of September, 2013.

CITY OF PHARR


LEOPOLDO "POLO" PALACIOS, JR.
MAYOR

ATTEST:


HILDA PEDRAZA, CITY CLERK



AGENDA ITEM REQUEST

MEETING DATE: May 11, 2015

INITIATED BY: Ruben Villescas DEPARTMENT: Police

AGENDA ITEM: Consideration and Action, if any, Approving List and Public Auction of City of Pharr Departments Surplus, Awarded, Unclaimed and Seized Property

PARTY MAKING THE REQUEST: Chief Ruben Villescas

NATURE OF THE REQUEST: Request for Approving Surplus List and Authorize Auction

BUDGET:

EXPENDITURE REQUIRED: \$ None (Auctioneer will collect % from sales of surplus property

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

ROUTING:

LEGAL: _____

DATE: _____

FINANCE/PURCHASING: _____

DATE: _____

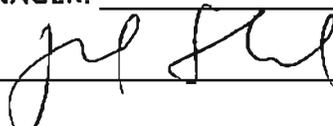
APPROVAL:

DEPT. HEAD: 

DATE: _____

ASSISTANT CITY MANAGER: _____

DATE: _____

CITY MANAGER: 

DATE: 05/12/15

STAFF RECOMMENDATION:



Pharr Police Department

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



To: Mayor and Commissioners
Thru: Fred Sandoval, City Manager
From: Ruben Villescascas, Police Chief
Date: May 11, 2015

Subject: Consideration and Action, if any, Approving List and Public Auction of City of Pharr Departments Surplus, Awarded, Unclaimed and Seized Property

Background:

The City of Pharr purchasing manual Chapter 8 addresses procedures for the Disposal of Surplus/Salvage Equipment/Material.

8.A – SURPLUS EQUIPMENT AND PROPERTY

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment;
3. Donated to an entity with City Commission approval;
4. Recycled; or
5. If the item has no value except for salvage, the procedure will take place per section 8.B.

Discussion:

The City of Pharr Police Department had compiled a list of surplus, awarded, unclaimed and seized property for auction. This list also includes all city departments as surplus equipment and property.

We will be using the services of Bond and Bond Auctioneers of San Juan, Texas who has held past public auctions for this City. Pursuant to Local Government Code, §253.008, a notice was published once a week for at least three consecutive weeks, with the first publication at least 20 days before the date the auction is to be held, in a newspaper of general circulation in both the county in which the City is located and the county in which the property is located.

Recommendation:

I recommend that the city commission approve for the listed surplus, awarded, unclaimed and seized property and authorize its auction.

Ruben Villescascas *Chief of Police*

Office: (956)784-7794 • rvillescascas@pharrpd.net

FOUND PROPERTY 2015

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
14-10957 (A)	PINK BICYCLE NO S/N	03/20/2014	FOUND
14-8386 (A)	BLACK LEATHER HILFIGER WALLET	03/2/2014	FOUND
14-11796 (A)	RED SEARS CRAFTSMAN 60 GALLON AIR COMPRESSOR S/N#118866	03/26/2014	FOUND
14-13647 (A)	BLACK SPEAKER BOX W/SPEAKERS	04/07/2014	FOUND
14-13647 (A)	BLK HARD CASE W/TYPEWRITER INSIDE	04/07/2014	FOUND
14-14647 (A)	NIKE BACK PACK BLUE AND BLACK	04/13/2014	FOUND
14-14647 (A)	NIKE BACK PACK GRAY AND BLACK	04/13/2014	FOUND
14-14675 (A)	BLACK BOX WITH 2 SPEAKERS AND AMPLIFIER LTO OEX-400 S/N# 710945013305	04/13/2014	FOUND
14-14675 (A)	3 BLACK IN COLOR MIC STANDS	04/13/2014	FOUND
14-14675 (A)	LIGHT BROWN BAG (NAUTICA FRAGRANCE)	04/13/2014	FOUND
14-14675 (A)	8 MICROPHONE CORDS	04/13/2014	FOUND
14-14675 (A)	BROWN BELT	04/13/2014	FOUND
14-14675 (A)	GRAY MICROPHONE	04/13/2014	FOUND
14-14675 (A)	BLACK IN COLOR MICROPHONE	04/13/2014	FOUND
14-15871 (A)	BLACK AND RED BACK PACK	04/20/2014	FOUND
14-15871 (A)	2 SCREW DRIVER	04/20/2014	FOUND
14-15871 (A)	2 PLIERS	04/20/2014	FOUND
14-15871 (A)	11 WASH RINGS	04/20/2014	FOUND
14-15871 (A)	IRON	04/20/2014	FOUND
14-15871 (A)	WACH WIRE BRUSH	04/20/2014	FOUND
14-15871 (A)	ELECTRIC RAZOR	04/20/2014	FOUND
14-15871 (A)	BLACK AND METAL LEVEL	04/20/2014	FOUND
14-15871 (A)	BLACK SCRAPER	04/20/2014	FOUND

FOUND PROPERTY 2015

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
14-15871 (A)	PURPLE BICYCLE NO S/N	04/20/2014	FOUND
14-15366 (A)	BROWN IN COLOR BAT	04/17/2014	FOUND
14-22765 (A)	BLACK SUNGLASSES	06/05/2014	FOUND
14-22765 (A)	BLACK RIFLE SCOPE	06/05/2014	FOUND
14-17415	WALLET (AWARDED)	04/30/2014	FOUND
14-22910 (A)	BLACK WALLET	06/06/2014	FOUND
14-27152 (A)	PAIR OF GOLD EARRINGS WITH HEART SHAPE DESIGNS	07/03/2014	FOUND
14-27152 (A)	GOLD CROSS MEDALLION WITH A RED RUBY IN THE CENTER	07/03/2014	FOUND
14-27152 (A)	1 EARRING LONG BLUE IN COLOR	07/03/2014	FOUND
14-29813 (A)	SUNGLASSES	07/21/2014	FOUND
14-36760 (A)	SMALL BRW IN COLOR POCKET KNIFE	09/09/2014	FOUND
14-43576	WALLET (AWARDED)	10/27/2014	FOUND
14-30778 (A)	LARGE BLK NINE WEST PURSE	07/28/2014	FOUND
14-30778 (A)	5 VARIOUS COLORED PENS	07/28/2014	FOUND
14-30778 (A)	4- 3 READING AND 1 PAIR SUNGLASSES	07/28/2014	FOUND
14-30778 (A)	PURPLE COMB	07/28/2014	FOUND
14-30778 (A)	BLK WAITER TICKET BOOK	07/28/2014	FOUND
14-30778 (A)	BLK APRON	07/28/2014	FOUND
14-30778 (A)	PINK CHANGE PURSE	07/28/2014	FOUND
14-30778 (A)	SMALL MIRROR	07/28/2014	FOUND
14-41672 (A)	GREEN IN COLOR PURSE	10/13/2014	FOUND
14-41672 (A)	BROWN IN COLOR WALLET	10/13/2014	FOUND
14-41672 (A)	BLACK IN COLOR WALLET	10/13/2014	FOUND
14-41672 (A)	YOU CAN HEAL YOUR LIFE BOOK	10/13/2014	FOUND

SAFEKEEPING 2015

AWARDED

AUCTION II

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
08-65240	TWO CD'S & FOUR CASSETTES	12-24-2008	SAFEKEEPING
14-23693	RYOBI WEDEATER S/N ATN631210 & TWO SMALL BATTERYS & GREEN LAWNMOVER S/N 050111513934	06-11-2014	SAFEKEEPING
14-15109	BLACK & YELLOW AXE	04/15/2014	SAFEKEEPING
08-65948	BLK CELLPHONE SPRINT S/N 801KPQJO380012	12/28/2008	SAFEKEEPING
08-65948	BLK & GREY GLASSES	12/28/2008	SAFEKEEPING
12-51383	BLACK HELMET	09/17/2012	SAFEKEEPING
14-39754	BLACK CELLPHONE SAMSUNG S/N 268435462905260313	09/29/2014	SAFEKEEPING
14-40511	LG CELLPHONE W/ PINK CASE S/N 406CYRN249742	10/04/2014	SAFEKEEPING
14-15727	BLACK SAMSUNG CELLPHONE S/N RV1C76M2EYA	04/19/2014	SAFEKEEPING
14-28994	WHITE SAMSUNG CELLPHONE S/N A0000044E8079F	07/16/2014	SAFEKEEPING
12-41383	BLACK MOTORCYCLE HELMET	09/17/2012	SAFEKEEPING
14-47279	BLACK AND YELLOW BATTERY	11/23/2014	SAFEKEEPING
14-47279	DETACHABLE FACE KENWOOD	11/23/2014	SAFEKEEPING
14-37029	2 RED IN COLOR SIDE MIRRORS	09/11/2014	SAFEKEEPING
14-37029	4 BLACK IN OCLOR SIDE MIRRORS	09/11/2014	SAFEKEEPING
14-37029	2 SIDE MIRRORS	09/11/2014	SAFEKEEPING
14-35008	WHITE BEATS HEAD PHONES (SN-2468556YSH)	08/27/2014	SAFEKEEPING
14-35008	2 I RED MONSTE HEAD PHONES 1 WHITE HEAD PHONES	08/27/2014	SAFEKEEPING
14-35008	RED USB CORD	08/27/2014	SAFEKEEPING
14-35008	1 BLACK SMALL POCKET KNIFE 1 GOLD POCKET KNIFE	08/27/2014	SAFEKEEPING
14-35008	1 GREEN NOKIA CELL PHONE 1 BLACK LG CELL PHONE 1 WHITE APPLE I PHONE	08/27/2014	SAFEKEEPING
14-35008	I PHONE CASE WHITE OTTER BOX	08/27/2014	SAFEKEEPING
14-36157	BLACK SUNGLASSES LEFT SIDE CSA2943	08/27/2014	SAFEKEEPING
14-36157	BLK/GRAY GUESS SUNGLASSES LEFT SIDE GU6623	08/27/2014	SAFEKEEPING
14-36157	GRAY SUNGLASSES WITH PURPLE LENSES	08/27/2014	SAFEKEEPING
14-36157	YELLOW/BROWN SUNGLASSES LEFT SIDE GLP	08/27/2014	SAFEKEEPING
14-36157	BROWN WITH YELLOW SUNGLASSES LET SIDE L1479FOR GD	08/27/2014	SAFEKEEPING
14-36157	BROWN LENSES LEFT SIDE CHING CE SUNGLASSES	08/27/2014	SAFEKEEPING
14-36157	PURPLE LENSES WITH GRAY SIDE SUNGLASSES	08/27/2014	SAFEKEEPING
14-36157	BROWN SUNGLASSES WITH BROWN LENSES WITH A HEAR ON THE LEFT LENSE	08/27/2014	SAFEKEEPING
14-36157	BLACK SUNGLASSES WITH WHITE ROCKS LEFT SIDE SOLAR SHIEDLS	08/27/2014	SAFEKEEPING
14-36157	BLACK 3D VINEMARK PLASTIC RECYCLABE GLASSES	08/27/2014	SAFEKEEPING
14-36157	BLACK USB CORD	08/27/2014	SAFEKEEPING
14-36157	BLACK MONSTER AUXILARY CORD	08/27/2014	SAFEKEEPING
14-36157	CAMBRIDGE CLASSIC 100% T SHIRT IN A BAG	08/27/2014	SAFEKEEPING
14-36157	JL AUDIO AMPLIFIER S#30201006354	08/27/2014	SAFEKEEPING
14-36157	BLACK AUXILARY CORD	08/27/2014	SAFEKEEPING
14-36157	RED NINTENDO DSI WITH BLACK AND YELLOW COVER	08/27/2014	SAFEKEEPING

14-36157	BOX WHITE WITH BLACK USB	08/27/2014	SAFEKEEPING
14-36157	BLAKC AND BLUE STERING WHEEL COVER	08/27/2014	SAFEKEEPING
14-36157	BLACK CHARGER FOR THE CAR	08/27/2014	SAFEKEEPING
14-36157	BLACK FINEST CAR CHARGER	08/27/2014	SAFEKEEPING
14-36157	HTC CHARGER FOR A PHONE	08/27/2014	SAFEKEEPING
14-36157	RCA CAR CONNECTION PACK	08/27/2014	SAFEKEEPING
14-36157	BLACK USB CORD FOR THE COMPUTER	08/27/2014	SAFEKEEPING
14-36157	BLACK EXTENSION CORD	08/27/2014	SAFEKEEPING
14-36157	BLACK BACKPACK WITH RED INSIDE	08/27/2014	SAFEKEEPING
14-36157	BALCK JACKET STARTING SIDE LARGE	08/27/2014	SAFEKEEPING
14-36157	BLAKC AND BLUE MARVAL HEROS SMALL BAGPACK	08/27/2014	SAFEKEEPING
14-36157	WHITE SAMDUNG WALL PLUG	08/27/2014	SAFEKEEPING
14-36157	BLAK AND GRAY PHONE COVER INCIPIO	08/27/2014	SAFEKEEPING
14-36157	WHITE WILL CONTROL	08/27/2014	SAFEKEEPING
14-36157	PORTABLE RED AND BLAKC WITH FERNY	08/27/2014	SAFEKEEPING
14-36157	BLACK CHARGE FOR PHONE	08/27/2014	SAFEKEEPING
14-36157	TURQUIIDE BAG	08/27/2014	SAFEKEEPING
14-36157	XBOX 360 BATMAN GAME	08/27/2014	SAFEKEEPING
14-36157	2 YELLOW BRACELETS	08/27/2014	SAFEKEEPING
14-36157	BLACK AND YELLOW NECKLASE	08/27/2014	SAFEKEEPING
14-36157	SYLVANIA TWO LIGHT BULBS	08/27/2014	SAFEKEEPING
14-36157	SMALL BOOK GODS ARMOR BEARRER	08/27/2014	SAFEKEEPING
14-36157	BOOK INDIANA ALLIANCES THE SPANISH IN THE SOUTHWEST	08/27/2014	SAFEKEEPING
14-36157	ESSENTIONAL OF SOCIOGY BOOK	08/27/2014	SAFEKEEPING
14-36157	THE HUMAN BODY IN HEALTHE AND ILLNESS BOOK	08/27/2014	SAFEKEEPING
14-36157	JUST THE ESSENTINALS OF ELEMENTARY BOOK	08/27/2014	SAFEKEEPING
14-36157	GRAY SWEATER WITH THE LETTERS VANS INSIDE THE FRONT	08/27/2014	SAFEKEEPING
14-36157	BLACK AND BLUE SEAT FOR THE CAR	08/27/2014	SAFEKEEPING
14-36157	BLACK AND WHTIE BAGPACK WITH A WHITE BOX WITH RECIPTS INSIDE	08/27/2014	SAFEKEEPING
14-36157	BLACK AND YELLOW MEASURING TAPE	08/27/2014	SAFEKEEPING
14-36157	TWO BAGS OF WAL MART BAG WITH 4 SETS OF SCRUBS WITH PAPER BLUE CAP	08/27/2014	SAFEKEEPING
14-36157	ELECTRICAL TRAINER TOW INSTALLIOTION IN STRUCIONS	08/27/2014	SAFEKEEPING
14-36157	BIG YELLOW STRAP	08/27/2014	SAFEKEEPING
14-45038	RED MAGNA MENS BICYCLE SERIAL#DJELO12712 MODEL 820590	08/27/2014	SAFEKEEPING
13-42429	BLACK FLIP CELL PHONE	10/11/2013	SAFEKEEPING
14-48321	BICYCLE BLACK WITH RED BASKET	11/30/2014	SAFEKEEPING
12-31919	RED, WHITE , BLUE ELECTRICAL WIRING SEVERAL YARD LONG	07/21/2014	SAFEKEEPING
12-31919	HACK SAW	07/21/2014	SAFEKEEPING
12-31919	BLACK AND WHITE POCKET KNIFE	07/21/2014	SAFEKEEPING
13-43727	TAILGATE GRAY COLORED CHEVY SILVERADO	10/22/2013	SAFEKEEPING
14-50329	BROWN MICHEAL KORS WALLET	12/16/2014	SAFEKEEPING
14-50329	BROWN POLO PURSE W BROWN STRAPS	12/16/2014	SAFEKEEPING
14-50329	SMALL BOTTLE OF VITORIA SECRET HAND CREAM	12/16/2014	SAFEKEEPING
14-50329	VEHICLE REGISTRATION TITLE (TEXAS)	12/16/2014	SAFEKEEPING

ART 18.16

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
11-33980	4 PAIRS OF VARIOUS SHOES	08/11/2011	ART. 18.16
11-40682	PAIR OF TVIEW MOBILE ENTERTAINMENT SOLUTIONS SN/T700SVD		ART. 18.16
12-52279	DELL TOUCH SCREEN COMPUTER MONITOR SN/00196-228-196791	11/23/2012	ART. 18.16
14-18432	BLUE THRUSTER ZONE BOYS BICYCLE MODEL/GS32092;SN/GR07135376	05/07/2014	ART. 18.16
14-18432	PURPLE/BLACK MAGNA ELECSHOCK BOYS BICYCLE MODEL//87/-78 SN/99TD66096	05/07/2014	ART. 18.16
14-21373	RED IN COLOR NEXT BICYCLE SN/37122418	05/27/2014	ART. 18.16
14-23117	BLACK T-SHIRT ELIZABETH BY LIZ CLAIBORNE	06/07/2014	ART. 18.16
14-23117	BROWN PANTS ST JOHNS BOY WRANGER STRECH	06/07/2014	ART. 18.16
14-23117	BROWN PANTS DOCKERS 18 MED	06/07/2014	ART. 18.16
14-23117	LIGHT BLUE FLOWER DESIGN SCRUB L.A.B.	06/07/2014	ART. 18.16
14-23117	LIGHT BLUE FLOWER DESIGN SCRUB G.A.L.S.	06/07/2014	ART. 18.16
14-23117	BLUE BLOUSE LANDS END 18-20 XL	06/07/2014	ART. 18.16
14-23117	MAROON PREGNACY PANTS BRIGGS NEW YORK 18	06/07/2014	ART. 18.16
14-23117	RED SLACK PANTS EAST 5 TH WOMEN	06/07/2014	ART. 18.16
14-23117	TAN IN COLOR BOTTON UP SHIRT PURITANS MEN	06/07/2014	ART. 18.16
14-23117	PURPLE BOTTON UP SHIRT DOCKER S LONG SLEEVE	06/07/2014	ART. 18.16
14-23117	LIGHT PURPLE BOTTON UP SHIRT VAN HUESON 17 LONG SLEEVE	06/07/2014	ART. 18.16
14-23117	TEAL BOTTON UP SHIRT SA TEEN GB M LONG SLEEVE	06/07/2014	ART. 18.16
14-23117	PURPLE BOTTON UP SHIRT GEOFFERY BOONE SA TEEN LONG SLEEVE	06/07/2014	ART. 18.16
14-23117	YELLOW TSHIRT AMERICAN WOODLAND 1X WOMEN	06/07/2014	ART. 18.16
14-23117	PINK TSHIRT AMERICAN WOOLAND 1X WOMEN	06/07/2014	ART. 18.16
14-23117	BLACK WITH WHITE DOTS SCARF	06/07/2014	ART. 18.16
14-23117	WHITE TSHIRT LONG SLEEVE PASSPUAS 3X WOMEN	06/07/2014	ART. 18.16
14-23117	PINK BLOUSE AVENUE 18-20	06/07/2014	ART. 18.16
14-23117	GOLD/BLACK EVENING DRESS PELICANA XL	06/07/2014	ART. 18.16
14-23117	BLACK STONE WASH JEANS JNCO JEANS 30W X 30L	06/07/2014	ART. 18.16
14-23117	GREEN STRIPPED BLOUSE BROHENY BLACK WOMEN	06/07/2014	ART. 18.16
14-23117	YELLOW SLEEVELESS PULLOVER I.E. COLORED XL	06/07/2014	ART. 18.16
14-23117	PURPLE STRIPPED BLOUSE BRITTENY BLACK WOMEN	06/07/2014	ART. 18.16
14-23117	BLUE BLOUSE SONOMA 1X WOMEN LIFE STYLE	06/07/2014	ART. 18.16
14-23117	7 PICTURE WOODEN/PLASTIC FRAMES	06/07/2014	ART. 18.16
14-23117	WHITE PLASTIC BAG FILLED WITH BOOK AND MISC ITEMS	06/07/2014	ART. 18.16
14-23117	PLASTIC BOX FILLED WITH MISC ITEMS	06/07/2014	ART. 18.16
14-23117	GREEN LONG SLEEVE SHIRT MULTIPLES 2X	06/07/2014	ART. 18.16
14-23117	GREEN WITH GREEN DOT SCARF	06/07/2014	ART. 18.16
14-23117	BLACK MUSCLE SHIRT WHITE STAY TEE	06/07/2014	ART. 18.16

**CITY OF PHARR AUCTION 2014
PUBLIC UTILITIES DEPARTMENT INVENTORY LIST**

ITEM #	Year	Make	Model	DESCRIPTION	SERIAL #	OPERATABLE Y/N	TITLE AVAILABLE Y/N	City I.D. #	GENERAL FUND (GF) OR SEIZURE (\$)
#84		John Deere	W004X2X105 908	Gator		Y			GF
#84		Gravely	911186	Lawn Mower	000764	Y			GF
#84				2" Trash Pump		N			GF
#82	2005	Chevrolet	Cobalt	Car	1G1AK52F957565772	Y	Y	718	18.17
#83		Hampton Bay	HBT120A	AC Window Unit	DL1379271099	Y			GF
#83				34 – Folding Chairs		Y			GF
#83				7 – Folding Tables 8ft		Y			GF
#83				Chalkboard 10ft Blue		Y			GF
#83		TimeIPS	Black	Digital Time Clock	A10335S12501680	Y			GF
#83		APC	UPS ES 750	Black Battery Backup	3B1009X73132	N			GF
#83				Gray Electric Box		Y			GF
#83		Panasonic	NN-SA651S	Silver Microwave	6D02240557	N			GF
#83				Office Chair Black		N			GF
#83		InterTel	Axxess	Phone Box	SSL0107434	Y			GF
#83		NEC	NP200	Projector	8701888CD	N			GF
#83		Bretford		Projector Screen		Y/Torn			GF
#83		Micro Innovations		Scroll Track Mouse	CC5300100922	Y			GF
#83		InterTel	8560	Telephone	IDD2M0404242	Y			GF
#83		InterTel	8520	Telephone	IDC0C071315E	Y			GF
#83		InterTel	8520	Telephone	IDC0C070516G	Y			GF
#83		InterTel	8560	Telephone	IDD2M0404235	Y			GF
#83		InterTel	8520	Telephone	IDC0C07130HP	Y			GF
#83		InterTel	8520	Telephone	IDC0C07040GH	Y			GF
#83		InterTel	8560	Telephone	No SN#	Y			GF
#83		InterTel	8520	Telephone	IDC0C07130HS	Y			GF
#83		Dell	RT7D20	Wired Keyboard	04N454	Y			GF
#83		Dell	OX7636	Wired Mouse	HCD54231421	Y			GF
#83		Dell	RT7D20	Wired Mouse	LZA32190693	Y			GF
#83			CC-2	Security Light		N			GF
#83				Soap Dispenser		N			GF

**CITY OF PHARR AUCTION 2014
PUBLIC UTILITIES DEPARTMENT INVENTORY LIST**



interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – Presentation and possible action, if any, on the City of Pharr organizational structure at all levels, to include all executive management and all directors

Date: May 19, 2015

Backup information will be presented at the meeting, if any.

Thank you.



Pharr
Administration
interoffice
MEMORANDUM

To: Mayor and City Commission
From: Hilda Pedraza, TRMC City Clerk
Subject: Agenda Item – public comments during City Commission meetings
Date: May 19, 2015

No backup information is needed for this item.

Thank you.



interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – project relating to a bridge to cross a canal to link the neighborhood north of West Las Milpas Road to Jones Box Park.

Date: May 19, 2015

No backup information is needed for this item.

Thank you.



Pharr
Administration
interoffice
MEMORANDUM

To: Mayor and City Commission
From: Hilda Pedraza, TRMC City Clerk
Subject: Agenda Item –the project relating to a library and recreation center in south Pharr.
Date: May 19, 2015

No backup information is needed for this item.

Thank you.



interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – request from the City of Pharr to the Pharr Economic Development Corporation to increase their contribution to VIDA, from \$50,000 to \$100,000.

Date: May 19, 2015

Backup information will be presented at the meeting, if any.

Thank you.



Pharr
Administration
interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, TRMC City Clerk

Subject: Agenda Item – lending and predatory lending ordinances and/or resolutions that in favor of protecting the citizens of Pharr.

Date: May 19, 2015

Backup information will be presented at the meeting, if any.

Thank you.



Pharr
Administration
interoffice
MEMORANDUM

To: Mayor and City Commission
From: Hilda Pedraza, TRMC City Clerk
Subject: Agenda Item –current Metro transportation in south Pharr.
Date: May 19, 2015

No backup information is needed for this item.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on request from the City of Pharr to the Lower Rio Grande Valley Development Council on Metro transportation in the City of Pharr.

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Presentation and possible action, if any, on City of Pharr paving program and/or plans, to include south Pharr

No back-up information is needed for this item.

Thank you.



interoffice
MEMORANDUM

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on City of Pharr paving program and/or plans

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on the Mayor and City Commission “Utility Bill Assistance Program” to be implemented, if possible, this current fiscal year

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on the Mayor and City Commission “Utility Rate Reduction Plan” to be implemented, if possible, this current fiscal year

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on the Mayor and City Commission “Property Tax Plan” for the fiscal year starting October 1, 2015

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on the Mayor and City Commission “City Employee Living Wage Plan” for the fiscal year starting October 1, 2015

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on base and total rate of pay for civil service employees for the fiscal year starting October 1, 2015

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Presentation and action, if any, on the base and total rate of pay for civil service employees in comparison to similar cities in the Rio Grande Valley

Back-up information will be presented at the meeting, if any.

Thank you.



i n t e r o f f i c e
M E M O R A N D U M

To: Mayor and City Commission

From: Hilda Pedraza, City Clerk

Date: May 19, 2015

Re: Agenda Item – Consideration and action, if any, on base and total rate of pay for civil service employees for the fiscal year starting October 1, 2015

Back-up information will be presented at the meeting, if any.

Thank you.



AGENDA ITEM REQUEST

MEETING DATE: May 19, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM:

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

NATURE OF THE REQUEST: Consideration and action, if any on Memorandum of Understanding between the City of Pharr and the Area Agency on Aging for the Cage Blvd & Helmer Street Sidewalks Improvements Project funded through the Section 5310 Program.

BUDGET:

EXPENDITURE REQUIRED: \$0

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$ 0

ROUTING:

LEGAL: _____ DATE: _____

FINANCE/PURCHASING: _____ DATE: _____

APPROVAL:

DEPT. HEAD: _____ DATE: _____

ASSISTANT CITY MANAGER:  DATE: 5-14-15

CITY MANAGER: _____ DATE: _____

STAFF RECOMMENDATION:

Staff recommends approval. This is an MOU between the City of Pharr and the Area Agency on Aging that will allow the LRGVDC to utilized "traditional funds" available from YR 2013 that will lapse this upcoming September.



Memorandum

To: Fred Sandoval – City Manager

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

Date: May 14, 2015

Re: **Agenda Item - Consideration and action, if any on Memorandum of Understanding between the City of Pharr and the Area Agency on Aging for the Cage Blvd & Helmer Street Sidewalks Improvements Project funded through the Section 5310 Program.**

Fred:

The City of Pharr was recently awarded Section 5310 Program funds for the Cage Blvd & Helmer Street Sidewalks Improvements through the Hidalgo County Metropolitan Organization.

The Lower Rio Grande Valley Development Council, which is the designated recipient for Federal Transit Administration funds under the Section 5310 Program, has asked us to provide a Memorandum of Understanding between the City of Pharr and the Area Agency on Aging in order to utilize "traditional funds" available from YR 2013 that will lapse this upcoming September.

I recommend that we approve the Memorandum of Understanding with the Area Agency on Aging. Attached is the Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is effective when executed by both parties ("Effective Date") by and between City of Pharr, and the Area Agency on Aging (AAA), a state-designated agency for aging.

A. PURPOSE:

The purpose of this MOU is to establish the rights and responsibilities of each party in an effort to provide accessible sidewalks, ramps, crosswalks and other accessible features beyond what is required by the Americans with Disabilities Act (ADA) targeted to seniors and persons with disabilities through the Section 5310 program. The goals are to increase mobility, education, and accessibility, and thereby increase use of the transit system and other forms of transportation, including transportation alternatives, and identify capital needs, for seniors and persons with disabilities.

B. GENERAL STATEMENT OF SERVICES TO BE PERFORMED:

1. City of Pharr

- i. City of Pharr will oversee, and maintain records of all documents and materials related to this project.
- ii. City of Pharr will secure all permits and clearances for the construction of said improvements on state right of way.
- iv. City of Pharr will submit reimbursements request to the Lower Rio Grande Valley Development Council for the construction of this project and perform all project management activities
- v. City of Pharr will secure the local match required by the 5310 program.

2. Area Agency on Aging

- i. AAA will assist in the creation of goals to increase mobility, education, and accessibility for seniors and persons with disabilities.
- ii. AAA will provide any required information to the city of Pharr in order to identify areas within the City that are in need of improvements in order to improve accessibility to seniors and persons with disabilities.
- iii. AAA agrees to assist, collaborate, and provide technical assistance to City of Pharr to ensure the success of the project(s).

C. TERM:

The term of this MOU begins on the Effective Date and continues indefinitely unless terminated by either party with a thirty (30) day notice. This MOU may be amended or extended upon mutual agreement of the LRGVDC and AAA.

Executed effective as of the Effective Date by the following duly authorized representatives of the Agreement Parties:

AAA:

Area Agency on Aging

By: 

Name: Jose Gonzalez
Title: Director

Date: 5/11/15

City of Pharr:

City of Pharr

By: _____

Name: Fred Sandoval
Title: City Manager

Date: _____

Reviewed and Approved:

Lower Rio Grande Valley Development Council

By: _____

Name: Kenneth N. Jones Jr.

Title: Executive Director

Date: _____

APPENDIX A
Project Description

**CONCESSION AGREEMENT FOR
MUNICIPAL FOOD AND BEVERAGE SERVICES**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into between the **CITY OF PHARR, TEXAS** (hereinafter the "City") and **THE BOYS AND GIRLS CLUB OF PHARR** (hereinafter "Concessionaire").

RECITALS

The City owns and operates the Pharr Aquatic Center (hereinafter specified by name as "Facility") to which the public is invited and at which, as a part of the City's customary activities, food and beverages and related concessions services are provided for sale to the public.

NOW, THEREFORE, in consideration of the foregoing and the terms, provisions and conditions set forth herein, the parties hereto, expressly intending to be legally bound hereby, agree as follows:

1.

Definitions

1.1 "Services" Shall mean any and all kinds, types and categories of food and food products, and candy, and related items, which presently are or may at any time during the term be sold or provided in, at or from the Facility.

1.2 "Gross Receipts" shall mean the gross revenues received by Concessionaire at the Facility from all categories of Services sold or provided there, whether for cash or credit, but including only the net amounts received by the Concessionaire from any subcontractors pursuant to their activities at the Facility, and excluding federal, state and local sales, excise and equivalent taxes levied upon Services sales, gratuities paid to or collected by Concessionaire's employees, and returned items.

1.3 "Contract Year" shall mean the period beginning on May 30, 2015 and ending on August 23, 2015 for effective term of this agreement.

2.

License and Grant

2.1 The City hereby grants and licenses to Concessionaire for and throughout the term of this Agreement and all extensions and renewals thereof, the exclusive right to use and occupy the City's facilities at the Pharr Aquatic Center for a food service office, storage, preparation areas, concession stands and related areas, including but not limited to all such areas, improvements, furnishings, trade fixtures and equipment.

2.2 The City hereby grants and licenses to Concessionaire the exclusive right to provide and sell the "Services" at the Facility except as otherwise provided herein.

2.3 This concession contract does not require or permit continuous operation by Concessionaire, but rather requires that Concessionaire shall provide the merchandise and personnel necessary to sell and serve to the public for a reasonable period of time prior, during and after activities scheduled at the Facility, with such operating hours and personnel requirements as are needed, subject to the approval of city personnel.

2.4 The City shall give Concessionaire at least fifteen (15) days (or as much notice as is available) advance written notice of the nature of each scheduled event and such information as is available regarding the probable attendance. The City shall notify the Concessionaire of the cancellation of previously scheduled activities of which due notice has been given to the Facility within two (2) hours of receipt by the city personnel of notice of the cancellation. Concessionaire shall be held strictly accountable for furnishing full and adequate service for the full period of time required for any activity of which it has had notice in accordance herewith.

2.5 Concessionaire shall not be required to make available its areas of the Facility or any equipment or trade fixtures to any third party(ies) or to the City for use and/or occupancy for the purpose of providing any Services at any time.

2.6 The City hereby grants to Concessionaire the non-exclusive right to use all common and other areas, system(s), fixtures and equipment at the Facilities (including but not limited to the related areas) to the extent same shall be reasonably necessary for Concessionaire's sale and provisions of Services, together with appurtenances now or hereafter associated therewith for provision of such Services.

2.7 The exclusive right under this agreement does not include activities that may be hosted by the City for city related purposes or other exempt events as may deemed excluded by city personnel.

3.

Term and Commencement Date

3.1 The term of this Agreement (hereinafter the "Term") shall commence on May 30, 2015 and expire on August 23, 2015.

3.2 The Term automatically shall be extended for a period equal to the number of days during which the City is unable to operate the Facilities by reason of casualty, strikes and/or labor disputes, natural disasters, acts of God, or other conditions beyond the control of the City, or during a period in which Concessionaire is prevented from providing its services hereunder by reason of any of the aforesaid, or by reason of the remodeling, refurbishing, repairing, moving, or similar activities preventing operation of the Facilities.

4.

Equipment and Fixtures for Use and Improvements by Concessionaire

Concessionaire shall take possession of the improvements, equipment, fixtures and furnishings (except as otherwise set forth herein) in the areas to be occupied by Concessionaire, which

Concessionaire agrees to accept in "as is" condition, on the commencement date of the Term. Any additional equipment necessary for Concessionaire to perform Services hereunder shall be provided by Concessionaire.

4.

Financial Reporting

4.1 **Reporting.** Concessionaire's accounting periods during each Contract Year shall be defined as each month during the term of this Agreement and any extension thereof

4.2 Concessionaire shall at all times allow access to its books, records, receipts, and any other information, financial and otherwise, related to services directly related to the services provided under this agreement. Failure to comply with this provision shall be a cause of termination of agreement by the City without further obligation.

5.

Duties of Concessionaire

Concessionaire hereby agrees that throughout the Term of this Agreement it will at its expense:

5.1 Maintain and provide its Services at all events at the Facilities in a manner equivalent to those provided at comparable first-class facilities.

5.2 Provide and/or sell all food, beverages, candy and all other Services in a fresh and wholesome condition. If, in the reasonable opinion of the City, it is necessary to discontinue the sale of any item of Service approved for sale because same is undesirable or injurious to the public, Concessionaire shall refrain from offering or providing said item or items.

5.3 Have appropriate food service areas and facilities open and in operation at reasonable times in order to serve patrons at Facilities' events. No areas need be staffed or in operation when there are no activities, no need all areas remain open if the Facility patronage does not warrant or require

same, however, Concessionaire shall be held strictly accountable for furnishing full and adequate Service for the number of patrons at any given event and for the full period of time required for any activities of which it has had notice, in accordance with this Agreement. The adequacy of Services performed hereunder shall be determined solely by the City or its designees. The City shall provide Concessionaire with reasonable advance notice of the date and nature of all scheduled activities and such other information then available regarding the probably attendance at such events and shall provide notice of any cancellations.

5.4 Use its best efforts to promote, encourage and maximize its sales of Services hereunder. Food and beverage products of the City's or its Lessees' sponsors and advertiser, at the City's request, shall be non-exclusively featured and sold by Concessionaire to the extent permitted by law, provided such products can be obtained by Concessionaire at comparable reasonable prices and terms for products of like kind, quality and quantity.

5.5 Provide its Services at prices not higher than those charged at comparable facilities in cities the size of the City of Pharr, Texas in areas throughout the southwest and which are agreeable to the City and shall post such prices on suitable menu boards. Price settings shall be agreed to mutually by both Concessionaire and City.

5.6 Maintain the food preparation and service areas under its control in a clean and sanitary condition, and at the close of each day during which Concessionaire has provided its Services, clean Concessionaire's food preparation and service areas, and deliver the trash, garbage, litter and refuse accumulated therein to refuse containers provided by the City and Concessionaire. Refuse containers shall be located at agreed upon areas adjacent to the areas under the management of Concessionaire for removal by the City at the City's expense; provided, however, that Concessionaire shall have no responsibility with respect to all public areas.

5.7 Maintain, repair and replace all improvements, furnishings, fixtures, small wear, and other items provided by Concessionaire throughout the Term of this Agreement.

5.8 Concessionaire shall be responsible for all repairs, maintenance and replacements of all improvements, furnishings, fixtures and equipment located in the areas under the exclusive control and use of Concessionaire. The City shall be responsible for maintenance, repairs and replacements to only electrical, heating, ventilation, air conditioning, sewer, plumbing and other utility systems throughout the Facilities, and the foundation, walls, and roof.

5.9 All Concessionaire's personnel shall be acceptable to the City, in the City's reasonable judgement, and shall be identified by numbers or letters prominently displayed on their uniform(s) or badge(s). Concessionaire shall employ at all times a manager who is reasonable satisfactory to the City and who will be available, or a specified satisfactory alternate, at the Facilities during the provision of Services. Concessionaire's employees shall at all times reflect personal cleanliness and be clean shaven or properly trimmed, be polite and courteous in their dealings with Facilities patrons, be attired in suitable, attractive uniforms of a standard style and color, which uniforms shall be subject to the City's reasonable approval, and shall not unreasonably disturb or offend such patrons or interfere with a program or event in progress. Concessionaire shall supervise its employees to ensure the practice of said standards of cleanliness, courtesy and service. Concessionaire employees shall be subject to all rules and regulations established from time to time by the City.

5.10 Concessionaire shall not act in any manner prohibited by federal, state or local laws, rules and regulations. Concessionaire shall also comply at all times with City's financial policies including recordkeeping of reimbursable expenses. Concessionaire shall also provide any records and receipts as may be requested from time to time by City.

5.11 Post in a conspicuous place at each stand, whether permanent or temporary, a menu including a complete list of prices for all items offered for sale.

5.12 Bear all costs and expenses of its operations hereunder, including but not limited to, all wages and labor costs, costs of small wears, inventory and supplies and other charges related to Concessionaire's preparation, sale, and provision of Services, and maintain in commercially-acceptable condition all uniforms provided by Concessionaire, which uniforms shall remain the sole and exclusive property of Concessionaire.

5.13 Hold harmless and indemnify the City, agents, employees, insurers, and attorneys against any and all damage, expenses, cost, loss or liability, and judgment of every kind whatsoever by reason of any injury to persons and/or property occasioned by any act, omission, neglect or wrongdoing by Concessionaire or by any of Concessionaire's officers, servants, agents, representatives or employees.

5.14 Provide throughout the Term at its expense, Workmen's Compensation Insurance, and General Liability Insurance in the amounts set forth below, and cause the City to be names as an additional insured (except Worker's Compensation), and furnish to the City certificates of insurance, not cancelable except upon ten (10) days' advance written notice. The following minimum amounts of insurance shall be certified:

- (1) Workmen's Compensation Insurance-Statutory Limits
- (2) General Liability Policy that cover Premises, Products and Completed Operations, and Liquor Liability:

\$2,000,000.00 per occurrence

\$2,000,000.00 general policy annual aggregate

5.15 Observe and comply with, at its own expense, all statutes, ordinances, orders, regulations and requirements of all federal, state and local governments pertaining to Concessionaire

Services at the Facilities; provided, however, that Concessionaire shall not be required to make any structural improvements, replacements, or modifications, changes to utility lines or other systems or to any physical areas of the Facility including but not limited to any alterations, additions or modifications as may be required by OSHA, the American's with Disabilities Act, or by building, fire and related codes, except to the extent that Concessionaire's negligence shall have caused such condition(s) in violation of the foregoing.

5.16 Obtain all licenses and permits required for it to perform hereunder and correct promptly any violation thereof.

5.17 Pay all taxes arising by reason of Concessionaire's property, occupancy, use, revenues, sales and Gross Receipts hereunder, including all sales and equivalent taxes.

5.18 Concessionaire shall make its best commercial efforts to reasonably assist the City with booked activities at the Facilities.

5.19 Concessionaire shall use its best efforts to participate in special promotional events with the City of its lessees, but may only participate in those promotional events which shall provide a reasonable financial return to the City, the Concessionaire, and the lessee.

6.

Duties of City

The City hereby agrees that its responsibilities shall be as follows:

6.1 For and throughout the Term and all extensions and renewals thereof, Concessionaire shall have the full, quiet and unobstructed use and quiet enjoyment of the Facility's areas licensed to Concessionaire, along with all improvements, furniture, fixtures and equipment (as granted herein), and

the right of Concessionaire to exclusively to provide its Services at the Facilities throughout the Term of this Agreement.

6.2 Consult in good faith, respond in a timely manner and not unreasonably withhold its consent to all requests from Concessionaire pursuant to this Agreement.

6.3 Perform its repair, maintenance and replacement responsibilities as provided in this Agreement.

6.4 The City will provide to Concessionaire without charge all utilities and utility services (including but not limited to water, electricity, gas, heating, ventilation, air conditioning, and sewage, but excluding local telephone and long distance service), as are reasonably for Concessionaire's performance.

7.

Termination

7.1 Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.

7.4 Concessionaire agrees that at the expiration of the Term or termination of this Agreement, it will vacate all premises and facilities and return to the City all equipment furnished to it in the same condition as of the initial commencement date of the Agreement, except for (i) ordinary wear and tear; (ii) loss or damage occurring without the negligence of Concessionaire; and (iii) damage occurring through fire, flood, theft, or other unavoidable occurrences without the negligence of Concessionaire.

8.

Interest in Real Estate

The City and Concessionaire acknowledge that this Agreement conveys no interest in real estate.

9.

Surrender of Premises

Concessionaire acknowledges that upon expiration or termination of this Agreement, the City withdraws any permission for the use of the Facilities and Concessionaire agrees that upon termination of this Agreement it will turn over the Facilities to the City on demand without any harm or damage. In the event that it is necessary for the City to file a suit for forcible detainer and related appeals, Concessionaire agrees to pay reasonable attorney's fees and costs of suit.

10.

Assignment

This Agreement may not be assigned by Concessionaire except upon the express written consent of the City. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The terms and conditions shall be unaffected by any change of ownership, re-incorporation or transfer of the City's interest in or management of the Facilities or any part thereof.

11.

Miscellaneous Provisions

11.1 **Waiver of Subrogation.** The City and Concessionaire hereby waive any and all right of recovery from each other for loss caused by the perils defined in their respective fire, extended coverage and sprinkler leakage insurance policies. Neither party shall be liable to the other for any loss of or damage to the property, equipment, building, or premises in which there is an insurable interest held by the other, resulting from any perils covered by their fire, extended coverage and sprinkler leakage insurance, notwithstanding the fact that such loss or damage may have resulted from the negligence of their respective employees or agents, and their respective insurance policies shall be endorsed accordingly.

11.2 **Force Majeure and Other Contingencies.** Except as expressly provided herein, neither party shall be obligated to perform hereunder and neither shall be deemed to be in default if performance is prohibited by (i) fire, earthquake, flood, act of God, riot, civil commotion, labor dispute(s) or related problems, or other occurrence of condition of like nature, or (ii) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or any other governmental laws and regulations.

11.3 **Merger.** This Agreement constitutes the full and complete understanding of the parties. This Agreement may not be amended or modified except by a writing executed by both parties hereto.

11.4 **Law Governing.** This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Hidalgo County, Texas.

11.5 **Authority to Contract.** The parties hereby represent, warrant, and guarantee that they are each duly authorized to enter into this Agreement, and those individuals executing this Agreement on behalf of each of the parties have the right and authority to so act.

IN WITNESS WHEREOF, the parties hereto have caused their officers to enter into the executive this Agreement the day and year first above written.

CITY OF PHARR

Fred Sandoval, City Manager

DATE

BOYS AND GIRLS CLUB OF PHARR

Alfredo Mata Jr., Executive Director/C.P.O.
Boys and Girls Club of Pharr

DATE