



**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., 2<sup>ND</sup> FLOOR, PHARR, TEXAS  
COMMENCING AT 5:00 P.M. ON  
TUESDAY, JUNE 2, 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:  
Update on four (4) year street paving program and/or plans
- B) CDBG Reports:  
Update on Rio Metro Transportation route expansion
- C) City Events of Interest
- D) 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) Approval of Minutes for April 21 2015 - Regular Called Meeting.

B) **PUBLIC HEARING:** solicitation of comments on Edward Byrne Memorial Justice Assistance Grant Program FY 2015 award for \$21,435.00 for the purchase of mobile data terminals.

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

1. Maria Dolores Montenegro, d/b/a Pato's Place, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as the West 8.6 feet Lot 29 and all of Lot 30, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The properties physical address is 226 West State Avenue. CUP#990583
2. All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, 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 Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas. The properties physical address is 819 West Ferguson. CUP#120419
3. National Concessions Services, Ltd., c/o Maria E. Megret, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Tip-O-Tex Subdivision, Pharr, Hidalgo County, Texas. The properties physical address is 3000 North Cage Boulevard. CUP#110535
4. Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The properties physical address is 11 South Cage Boulevard. CUP#911291

#### **REGULAR AGENDA – OPEN SESSION:**

#### **4. ORDINANCES AND RESOLUTIONS:**

- A) Consideration and action, if any, on 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 Consideration and action, if any, on Ordinance designating the City of Pharr – TIF Reinvestment Zone #2. **(TABLED)**
- C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-32 (public comments).
- D) Consideration and action, if any, ratifying Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem.

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- E) Consideration and action, if any, on Resolution appointing/re-appointing members to the Pharr Public Facilities Corporation #1 Board of Directors (unexpired terms).
- F) Consideration and action, if any, on Resolution appointing/re-appointing members to the Pharr Public Facilities Corporation #2 Board of Directors (unexpired terms).
- G) Consideration and action, if any, on Resolution appointing/re-appointing members to the Pharr Public Facilities Corporation #3 Board of Directors (unexpired terms).
- H) Consideration and action, if any, on Resolution appointing/re-appointing Board of Directors for the Tax Increment Reinvestment Zone Number One (unexpired terms).
- I) Consideration and action, if any, on Resolution appointing one (1) member to the Civil Service Commission (unexpired term).
- J) Consideration and action, if any, on Resolution authorizing Police Department to submit application and accept Edward Byrne Memorial Justice Assistance Grant Program FY2015 award for \$21,435 for the purchase of mobile data terminals project.
- K) Consideration and action, if any, on Resolution authorizing Police Department to submit the 2015 Oriented Policing Services (COPS) Hiring Grant Program application.

**5. ADMINISTRATIVE:**

- A) Consideration and action, if any, on recommendations for projects within the Pharr Land Port of Entry (LPOE) facility funded through the TxDOT Coordinated Border Infrastructure (CBI) program.
- B) Consideration and action, if any, on 2015 Texas International Produce Association Golf Tournament sponsorship for \$1,000.
- C) Consideration and action, if any, on 2015 Foro Internacional INDEX Reynosa sponsorship for \$15,000 pesos (\$1,072 US dollars).
- D) Consideration and action, if any, on 2<sup>nd</sup> Annual Pharr Police Athletic League Fishing Tournament sponsorship for \$1,000.
- E) Consideration and action, if any, on 2015 Havana Nights sponsorship for \$1,000.

- F) Consideration and action, if any, authorizing advertisement for the sale and/or auction of property legally described as Lot 9, Block 44, Pharr Original Townsite, Pharr, Hidalgo County, Texas.
- G) Consideration and action, if any, authorizing advertisement for bids for Health Insurance Services for FY 2015-2016.
- H) Consideration and action, if any, appointing interim City Manager with modified duties and responsibilities.

**6. CONTRACTS/AGREEMENTS:**

- A) Consideration and action, if any, on Interlocal Agreement with Cameron County Regional Mobility Authority.
- B) Consideration and action, if any, on termination of agreement for provision of professional services between the City of Pharr and the Pharr Economic Development Corporation II.
- C) Consideration and action, if any, on Letter of Intent with LCNG/Eco-Fuels International for establishment of Anaerobic Digester/Chemical Processing plant.

**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 3 - 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.

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

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

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

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

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](mailto:hilda.pedraza@pharr-tx.gov) or [sonia.hinojosa@pharr-tx.gov](mailto: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](http://www.pharr-tx.gov). This Notice was posted on the 29<sup>th</sup> day of May 2015, at 5:00 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

**WITNESS MY HAND AND SEAL, this 29<sup>th</sup> DAY OF MAY, 2015.**



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

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

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



interoffice  
MEMORANDUM

**To:** Mayor and City Commission  
**From:** Hilda Pedraza, TRMC City Clerk  
**Subject:** Agenda Item - City Engineer's Report  
**Date:** June 2, 2015

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City Engineer will present report at the meeting.

Thank you.



**Pharr**  
Administration  
interoffice  
MEMORANDUM

**To:** Mayor and City Commission

**From:** Hilda Pedraza, TRMC City Clerk

**Subject:** Agenda Item - CDBG Report:  
Update on Rio Metro Transportation route expansion

**Date:** June 2, 2015

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Staff will present report at the meeting.

Thank you.

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
TUESDAY, APRIL 21, 2015 AT 12:00 P.M.  
118 SOUTH CAGE 2<sup>ND</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, April 21, 2015 and following is the record of attendance.

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

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Fred Sandoval, City Manager  
David Garza, Asst. City Mgr./Utilities Dir.  
Hilda Pedraza, City Clerk  
Javier Rodriguez, C.D. Director  
Karla Moya, Assistant Finance Director  
Ruben Villescas, Police Chief  
Jaime Guzman, Fire Chief  
Frank Marin, Parks & Recreation Dir.  
Roy Garcia, Public Works Director  
Fred Brouwen, Director of Operations  
Edward Wylie, Pharr Dev. Services Dir.  
Adolfo Garcia, Library Director  
Raul Garza, Admin. Services Director  
Gary Rodriguez, Public Information Officer  
Jason Arms, I.T. Director  
Roel Garza, Athletics Director  
Roy S. Garcia, Boggus Ford Events Center  
Tony Sandoval, EDC Asst. Director  
Sergio Contreras, External Affairs Dir.

**CITY ATTORNEY  
CITY ENGINEER**

Michael Pruneda, City Attorney  
Bill Ueckert, City Engineer

**ITEM 1 CALL TO ORDER:**

Mayor Palacios called the meeting to order at 12:04 p.m. Roll Call established a quorum.

**A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY  
ABSENT MEMBER OF THE GOVERNING BODY**

All present.

**B) PLEDGE OF ALLEGIANCE / INVOCATION**

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

**ITEM 2 CITY MANAGER'S REPORTS:**

- A) City Engineer's Report
- B) Submission of monthly report – Pharr Municipal Court
- C) Submission of March 2014 Tax Collection Report
- D) Submission of April 2014 Sales Tax Report
- E) City events of interest
- F) Legislative/Project Update

Mayor Palacios introduced the items.

Fred Sandoval, City Manager, stated the City Engineer and Municipal Court Judge were in the audience and any questions could be entertained at this time. There being no questions, Fred Sandoval, City Manager, announced sales taxes were up by 8% and he reminded everyone that early voting begins next Monday, April 27, 2015 and asked everyone to go out to vote.

Mayor Palacios read a petition he received in which the citizens were requesting that the streets be repaved. He announced he was retiring next month from being in office after 31 years and stated he was not able to give his release speech yesterday he stated he would be doing one in the next few days. He stated he had received calls from people campaigning talking negatively about him and added he was still Mayor and felt he did not deserve to be treated this way. He further added he has not done anything illegal and asked the public to stop talking negatively about him.

Comm. Maldonado thanked Mayor Palacios for his many years of service.

**ITEM 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) APPROVAL OF MINUTES FOR MARCH 17, 2015 - REGULAR CALLED  
MEETING AND APRIL 1, 2015 – SPECIAL CALLED MEETING**

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

**PUBLIC HEARING**

1. Javier Hinojosa, representing Manuel Mendez, President M and R Commodities, Inc., requested a change of zone from an Agricultural and/or Open Space District (A-O) to a Heavy Commercial District (H-C). The property is legally described as being 22.74 acres of land out of Lots 79 and 82 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1100 Block of East Owassa Road. COZ#150314
2. Quintanilla, Headley and Associates, Inc., representing Cruz Cantu III, President of Esponjas Development Ltd., requested change of zone from an Agricultural and/or Open Space District (A-O) to a General Business District (C). The property is legally described as being a 3.63 acre tract of land out of Lot 8, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located between the 1400 and 1500 Block of South Jackson Road. COZ#150315
3. Quintanilla, Headley and Associates, Inc., representing Cruz Cantu III, president of Esponjas Development Ltd., requested a change of zone from an Agricultural and/or Open Space District (A-O) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as being a 16.92 acre tract of land out of Lot 8, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1400 and 1500 Block of South Jackson Road. COZ#150316
4. Jose De Hoyos Jr., requested a change of zone from a Two Family Residential District (R-2) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as Lot 5 of the Replat of Lots 9 and 10, Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 8100 Block of South Cisne Street. COZ#150317
5. Jose De Hoyos Jr., requested a change of zone from a Two Family Residential District (R-2) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as Lot 6 of the Replat of Lots 9 and 10, Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 8100 Block of South Cisne Street. COZ#150318
6. Jose De Hoyos Jr., requested a change of zone from a Two Family Residential District (R-2) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as Lot 7 of the Replat of Lots 9 and 10, Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 8100 Block of South Cisne Street. COZ#150319
7. Jose De Hoyos Jr., requested a change of zone from a Two Family Residential District (R-2) to a Medium Density Multi-Family Residential District (R-3). The property is legally described as Lot 8 of the Replat of Lots 9 and 10, Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 8100 Block of South Cisne Street. COZ#150320
8. Diane E. Borchardt, representing SBA 2012 TC Assets, LLC, requested a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in General Business District (C). The property is legally described as John Maken's Subdivision Block 6, Lot 6, Pharr, Hidalgo County, Texas. The property is physically located at 500 North Jackson Road. CUP#150321

9. Adoralia Reveles, d/b/a El Rincon Del Taco, requested a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Cantu-Guerra No. 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 405 North Veterans Boulevard. CUP#150323

PLATS:

10. R. Gutierrez Engineering Corp., representing Iliana Villafranco, requested final plat approval of the proposed Villafranco Subdivision. The property is legally described as being a 0.613 acre tract of land out of Lot 4, Block 145, L.R. Bell Development "E", Pharr, Hidalgo County, Texas. The property is located within the 1900 Block of North Veterans Boulevard. (I RD.)

Fred Sandoval, City Manager, introduced items 3A through 3B (10).

Comm. Carrillo **moved** to approve items 3A through 3B(10) under the consent agenda. Comm. Elizondo seconded the motion and when put to a vote, it carried unanimously.

Ordinance Nos. O-2015-15, O-2015-16, O-2015-17, O-2015-18, O-2015-19, O-2015-20 and O-2015-21 are filed with the City Clerk's Office.

**REGULAR AGENDA – OPEN SESSION:**

**ITEM 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**

Fred Sandoval, City Manager, introduced the item and recommended that the item be tabled.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING A PRESIDING JUDGE FOR PRECINCTS 61, 116, AND 240 (PHARR HOUSING AUTHORITY) FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 9, 2015**

Fred Sandoval, City Manager, introduced the item.

Hilda Pedraza, City Clerk, stated an appointment was needed for a Presiding Judge for precincts 61, 116 and 240 for the polling location at the Pharr Housing Authority. She stated she had contacted Gloria Rodriguez from precinct 116 who had expressed her willingness to serve.

Comm. Farias **moved** to appoint Gloria Rodriguez as the Presiding Judge for precincts 61, 116 and 240. Comm. Garza seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2015-22 is filed with the City Clerk's Office.

**C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NOS. O-2013-42 AND O-2011-12 SECTION 18 OF THE CODE OF ORDINANCES; ADOPTING PROVISIONS RELATED TO PHARR ANIMAL SHELTER**

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

Comm. Garza **moved** to approve. Comm. Cortez seconded the motion.

Mayor Palacios asked what changes were being done. Fred Sandoval, City Manager, stated some of the changes were concerning larger animals such as those brought in by circuses. Roy Garcia, Director of Public Works, stated an animal permit application had been adopted for anyone owning livestock on property consisting of an acre or more and for the wild animals for circuses, etc.

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

Ordinance No. O-2015-23 is filed with the City Clerk's Office.

**D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DESIGNATING THE CITY OF PHARR – TIF REINVESTMENT ZONE #2. (TABLED)**

Fred Sandoval, City Manager, introduced the item and recommended this item remain tabled.

**E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE SETTING GUIDELINES AND FRAMEWORK FOR NEIGHBORHOOD EMPOWERMENT ZONE/ BUSINESS IMPROVEMENT DISTRICT #2**

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

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

Ordinance No. O-2015-24 is filed with the City Clerk's Office.

**F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPROVING HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION, TRANSPORTATION POLICY COMMITTEE'S REQUEST THAT THE GOVERNOR OF THE STATE OF TEXAS RE-DESIGNATE THE HIDALGO COUNTY MPO AS THE TRANSPORTATION POLICY COMMITTEE OF THE MPO**

Fred Sandoval, City Manager, introduced the item and stated this was being recommended by Hidalgo County Metropolitan Planning Organization (MPO) and recommended approval.

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

Resolution No. R-2015-23 is filed with the City Clerk's Office.

**G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CANCELLING/RE-SCHEDULING THE CITY COMMISSION REGULAR MEETING OF MAY 5, 2015**

Fred Sandoval, City Manager, introduced the item and stated the next regular scheduled meeting was scheduled for Tuesday, May 5, 2015 which was the last day of early voting. He stated due to the elections he recommended the meeting be re-scheduled.

Comm. Carrillo asked what day would the canvassing of the election candidates take place and if the meeting could be held after the canvassing. Hilda Pedraza, City Clerk, explained the scheduling of the canvass would depend on the number of provisional ballots received since they needed to be sent to the County for qualification and then returned back to the city.

Comm. Carrillo **moved** to re-schedule the meeting to Tuesday, May 12, 2015 at 5:00 p.m. Comm. Elizondo seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes to one (1) nay. Mayor Palacios voted against the motion.

Resolution No. R-2015-24 is filed with the City Clerk's Office.

**H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION OF SUPPORT FOR HIDALGO COUNTY PRECINCT 2 REGIONAL HIKE AND BIKE TRAIL PROJECT**

Fred Sandoval, City Manager, introduced the item and stated this was an on-going project with Precinct 2 Hidalgo County and recommended approval.

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

Resolution No. R-2015-25 is filed with the City Clerk's Office.

**ITEM 5 ADMINISTRATIVE:**

**A) CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR USED TIRES AND RUBBER SCRAP REMOVAL AND DISPOSAL/RECYCLING SERVICES**

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

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

**B) CONSIDERATION AND ACTION, IF ANY, ON PURCHASE OF REAL PROPERTY FOR SOUTH TEXAS COLLEGE AND REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE**

Fred Sandoval, City Manager, introduced the item and stated this item would be discussed in closed session.

**ITEM 6 CONTRACTS/AGREEMENTS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN THE CITY OF PHARR AND BOND AND BOND AUCTIONEERS & REALTY FOR AN AUCTION OF CITY SURPLUS PROPERTY**

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

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

**B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACT WITH ALDANA ENGINEERING FOR DESIGN TRAFFIC SIGNAL AT ELDORA ROAD AND SUGAR ROAD**

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

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

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

**ITEM 7 CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT WILL MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 3 – 6**

Mayor Palacios stated the time being 12:20 pm; the Board of Commissioners would be entering a closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

**ITEM 8 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN EXECUTIVE SESSION**

Mayor Palacios stated the time being 12:32 pm; the board had completed its closed session and would be resuming the open meeting.

Kenneth Fletcher raised a point of order and asked that he be recognized to speak as he had signed up for the public hearing portion of the meeting. Mayor Palacios allowed Mr. Fletcher to speak.

Kenneth Fletcher congratulated Mayor Palacios for his years of service. He voiced his concerns with problems arising with Costco and stated he welcomed new business and asked that the residences be buffered from the noise created by the businesses. He suggested that with the communication towers in Las Milpas that short range free television be added since the cable companies have been experiencing sound problems.

Lupe Chavez asked for his recognition to speak and thanked Mayor Palacios for his years of service. He voiced his concerns with the dangerous bridge crossing at Jones Box Park. He stated he had approached Community Development Department and Parks and Recreation Department several years ago about children crossing a very steep drainage ditch to get to the park. He asked that the City's Engineering Department and City Manager's Office take this matter under urgent review and build a pedestrian crossing bridge.

**ITEM 5 B) CONSIDERATION AND ACTION, IF ANY, ON PURCHASE OF REAL PROPERTY FOR SOUTH TEXAS COLLEGE AND REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE**

Fred Sandoval, City Manager, re-introduced the item and stated this was an on-going project. He further stated no action was needed at this time.

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

Fred Sandoval, City Manager, introduced the item and stated no action would be taken at this time.

**ITEM 9 ADJOURNMENT:**

There being no other business to come before the board, Comm. Garza **moved** to adjourn. Comm. Elizondo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 12:39 p.m.

CITY OF PHARR

\_\_\_\_\_  
LEOPOLDO "POLO" PALACIOS, JR.  
MAYOR

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

**ON THIS THE 21<sup>ST</sup> DAY OF APRIL, 2015** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

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

APPROVED:



**AGENDA ITEM REQUEST**

MEETING DATE: May 27, 2015

INITIATED BY: Ruben Villescas DEPARTMENT: Police

AGENDA ITEM: Request for a Public Hearing by the Pharr Police Department on the Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Local Solicitation of \$21,435.00 for Funding the Purchase of Mobile Data Terminals

PARTY MAKING THE REQUEST: Chief Ruben Villescas

NATURE OF THE REQUEST: Request for Public Hearing on Proposed use of Edward Byrne Memorial Justice Assistance Grant Funds

**BUDGET:**

EXPENDITURE REQUIRED: \$

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

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

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

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

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

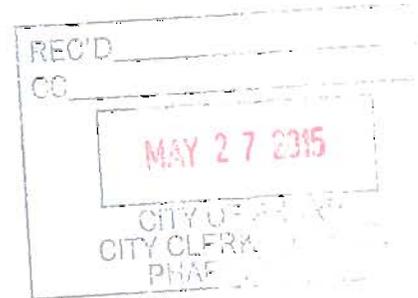
**APPROVAL:**

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

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

CITY MANAGER:  DATE: 5/28/15

STAFF RECOMMENDATION: \_\_\_\_\_





## Pharr Police Department

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



To: Mayor and City Commission  
Thru: Fred Sandoval , City Manager  
From: Ruben Villescás, Police Chief  
Date: May 27, 2015

Subject: **Request for a Public Hearing** by the Pharr Police Department on the Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Local Solicitation of \$21,435.00 for Funding the Purchase of Mobile Data Terminals

This request was routed to the City Manager's office for consideration by the city commission.

### **Background:**

The Pharr Police Department received notification from the Department of Justice Bureau of Justice Assistance of our allocation of \$21,435.00 under the Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Local Solicitation. We have to submit a grant application that required that it be made available to the governing body for review. The application further required that the public be provided an opportunity to comment on the grant application. The grant does not require any matching funds from the city.

### **Discussion:**

This department presently utilizes in-car mobile data terminals for street patrol operations in its execution of law enforcement duties providing for the public safety of its citizens. The patrol operations will be equipped with (8) mobile data terminals to replace terminal that have reached their replacement period.

This department several years ago instituted a technology program to improve our efficiency and effectiveness. We are presently utilizing intelligence-led policing in our law enforcement efforts. These devices are mobile and will be used in patrol operations and international bridge police operations.

The total cost for the (8) Mobile Data Terminals is \$22,750.00 at a cost of \$2,843.00 each. The department has received notification that the grant allocation for the City of Pharr Police Department is \$21,435.00. The difference will be paid from seized assets.

**Recommendation:**

Based on the foregoing discussion, I hereby recommend that the City Commission approve a resolution authorizing, Police Chief Ruben Villegas, to submit application, accept the award and pursue purchase of **Mobile Data Terminals**.

**Edward Byrne Memorial Justice assistance Grant (JAG) Program FY 2015 Local Solicitation CFDA # 16.738  
PROGRAM ABSTRACT 5**

**Name:** Ruben Villescas, Chief of Police- City of Pharr Police Department  
**Title Project:** Mobile Data Terminals (MDT) Project  
**Federal Amount Request:** \$21,435  
**Applying Category:** Law Enforcement Program  
**Proposed Time Line:** October 1, 2015 – September 30, 2018

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance Law enforcement programs. The top five identifiers associated with this project are: 1) **Communications**, 2) **Equipment – General**, 3) **Computer software/hardware**, 4) **Officer Safety**, and 5) **Geo-mapping** etc.

**Project Goal:**

The goal of this project is to purchase, replace, or upgrade and install 8 Mobile Data Terminals (MDT) on patrol vehicles, thus, providing us with field reporting tool capabilities and reducing officers' risks by not necessitating that they leave the safety of their patrol car(s).

**Objectives:**

We are committed to the highest professional standards working in partnership with our citizens to problem solve and meet the challenges of the 21st century by creating a safer community and improving citizens quality of life. The introduction of information sharing communication systems, such as mobile data terminals (MDT) in patrol vehicles is one of the most important and significant pieces of information sharing technology for street officers (first responders) today. It has been well-documented and highlighted that crime fighting MDT's are the foundation of law enforcement's capacity to prevent, solve, and control crime

The proposed stated objectives for the Pharr Police Department are:

- 1) To improve response times to calls for service and
- 2) To increase officer effectiveness by providing easier access to database files, which in turn results in improved officer safety and enhanced information sharing capabilities (i.e., information sharing regarding stolen vehicles, wanted persons, missing persons and other important information is available to patrol and detective units in a very short period of time with MDT's etc.).

**Output/Outcome Indicators:**

The following output/outcome indicators will be **notable milestones** in quantitatively evaluating the program's effectiveness in due course: 1) #of MDT purchased, 2) # of Incident Reports Conducted, 3) # of Accidents Reports Conducted and 4) # of Electronic Citations



"Triple Crown City"



MAYOR  
Leo "Polo" Palacios, Jr.

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

CITY MANAGER  
Fred Sandoval

## Executive Summary Letter

June 02, 2015

Conditional Use Permit **Renewal** for ABC –

Pato's Place

### Background:

Maria Dolores Montenegro, d/b/a Pato's Place, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 15th renewal for Pato's Place.

The property is located at 226 West State Avenue. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

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

P:\Admin\WY FILES\CUPs\ABC\ABC\_Patos Place\_Maria Dolores Montenegro\_1999



## **MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**DATE:** JUNE 02, 2015

**RE:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#990583 (PATO'S PLACE)

### **GENERAL INFORMATION:**

**APPLICANT:** Maria Dolores Montenegro, d/b/a Pato's Place, is requesting the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

**LEGAL DESCRIPTION:** The property is legally described as the West 8.6 feet of Lot 29 and all of Lot 30, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The properties physical address is 226 West State Avenue.

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

**COMMENTS:**

<b>CODE ENFORCEMENT</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
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<b>FIRE MARSHAL:</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
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**POLICE CHIEF:**

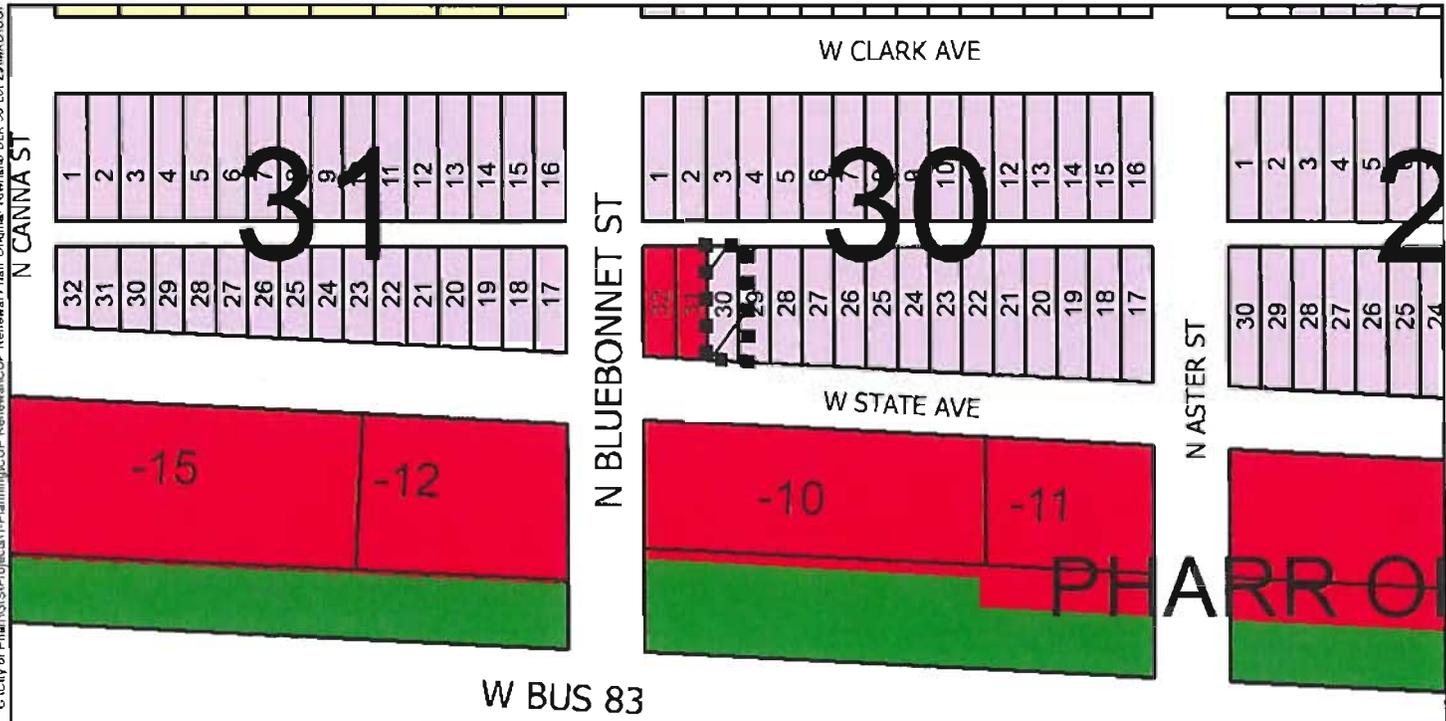
Recommends approval of the Conditional Use Permit. (See attached memo)

**PLANNING DEPT.:**

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

**PLANNING STAFF  
RECOMMENDATIONS:**

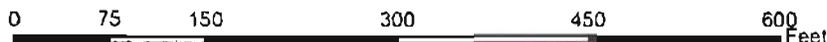
Planning Staff is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Business District (C-2) subject to site/applicant being in compliance with all City Ordinances and City Department requirements.



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\Pharr Original Townsite BLK 30 Lot 29.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**

3959

OWNER/APPLICANT: MARIA MONTELEGRO PHONE: 783-3190  
 ADDRESS: 226 W. STATE  
 TYPE OF BUSINESS: BAR NAME OF BUSINESS: PAPA'S PLACE  
 LEGAL: \_\_\_\_\_ SUBD.: \_\_\_\_\_

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

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

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

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

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

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

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

**WATER HEATER:**  
 1. LOCATION \_\_\_\_\_ N/A  OK \_\_\_\_\_ SUBSTANDARD  
 2. T.P. VALVE & DRAIN \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 3. SHUT-OFF VALVE \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
 4. VENT \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**GAS SYSTEM** \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
**PREMISE** \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD  
**GARBAGE CONTAINER** \_\_\_\_\_  OK \_\_\_\_\_ SUBSTANDARD

**BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:**

1. PREMISE WAS FOUND TO BE UNSUBSTANTIAL
2. CONDITIONS AT TIME OF INSPECTION
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

PREPARED BY: [Signature] DATE: 5-7-15  
 RECEIVED BY: Maria Montelegro DATE: 5-7-15

**PASSED**  
 \_\_\_\_\_  
**FAILED:**  
 \_\_\_\_\_  
**PASSED WITH CONDITIONS:**  
 \_\_\_\_\_  
**RE-INSPECT 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, TX 78577  
(956) 402-4400  
fireprevention@pharrfd.net

Jacob Salinas  
Fire Marshal

Dagoberto Soto  
Asst. Fire Marshal

Felipe Pedraza  
Asst. Fire Marshal

Roy Rodriguez  
Fire Inspector

Eduardo Lugo  
Fire Inspector

Cynthia Puente  
Fire Inspector

05/18/2015

PATO'S PLACE  
226 W STATE AVE  
PHARR, TX 78577

Occupancy ID: 20213

At the time of inspection, the premises located at 226 W STATE AVE were found to be in reasonable compliance with the adopted City of Pharr Ordinance No. 0-2010-48 (International Fire Code 2012).

Thank you for your cooperation.

RODRIGUEZ, ROGELIO





## Pharr Police Department

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



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

Maria Dolores Montenegro (REDACTED), d/b/a Pato's Place, is requesting a renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Business District (C-2). The property is more fully described as follows:

Legal Description: Lot 29, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas

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

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

### REPLY

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

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

Signed: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Joel Robles", written over a horizontal line.

Date: 05/11/2015



**INTEROFFICE MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#990583 (PATO'S PLACE)

**DATE:** JUNE 02, 2015

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Maria Dolores Montenegro, d/b/a Pato's Place, is requesting a renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as follows:

Legal description: The West 8.6 feet of Lot 29 and all of Lot 30, Block 30, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 226 West State Avenue.

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



"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

June 02, 2015

Conditional Use Permit **Renewal** for ABC –

Jackie's

Background:

All Square Inc, Represented by Ramiro Armendariz, d/b/a Jackies, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Jackie's.

The property is located at 819 West Ferguson. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC-RENEWAL\RNWL-JACKIES\_R.ARMENDARIZ



**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.  
**THROUGH:** FRED SANDOVAL, CITY MANAGER  
**DATE:** JUNE 02, 2015  
**RE:** CONDITIONAL USE PERMIT & LATE HOURS **RENEWAL** FOR ABC –  
FILE NO. CUP#120419: (JACKIES)

**GENERAL INFORMATION:**

**APPLICANT:** All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, 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 Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas.

**LOCATION:** The properties physical address is 819 West Ferguson.

**ZONING:** The property is currently zoned General Business District (C). The adjacent zonings are General Business District (C) to the north, east, and west, and Single-Family Residential District (R-1) to the south. The area is generally designated for commercial use in the Land Use Plan.

<b>COMMENTS:</b>	<b>CODE ENFORCEMENT</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
	<b>FIRE MARSHAL:</b>	Recommends approval of the Conditional Use Permit. (See attached memo)

**POLICE CHIEF:**

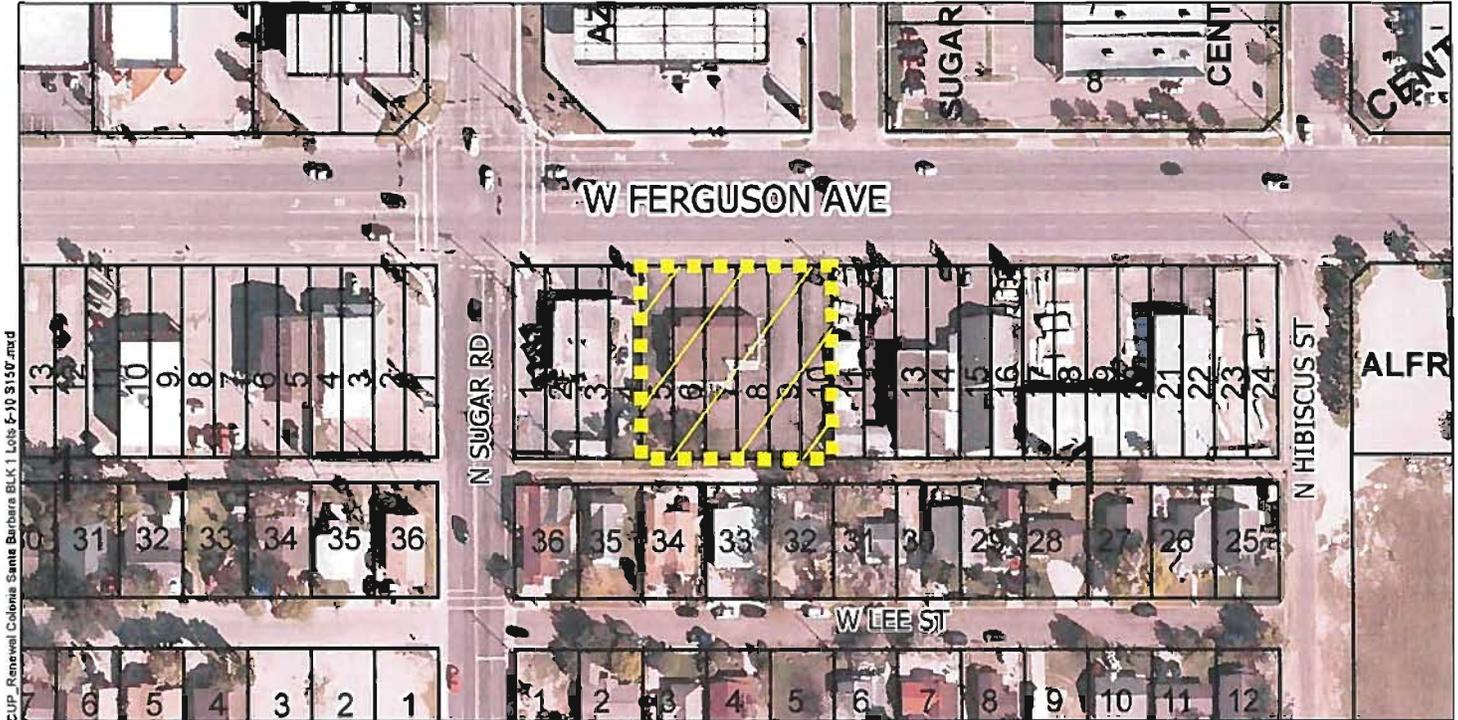
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING DEPT.:**

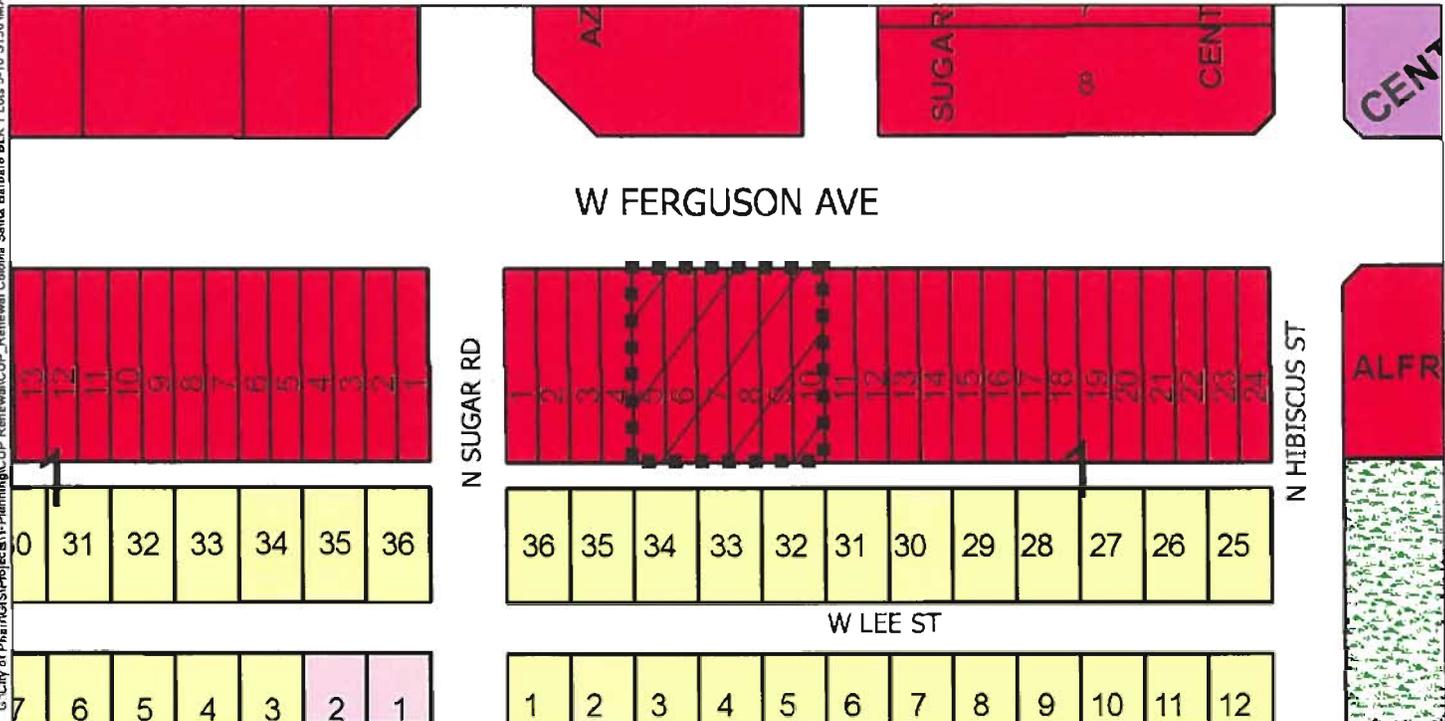
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING STAFF  
RECOMMENDATIONS:**

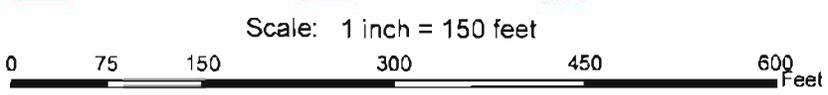
Planning Staff is recommending **approval** of the renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant being in compliance with all City Ordinances and City Department requirements.



G:\City of Pharr\GIS\Projects\11-Planning\CUP\_Renewal\Colonia Santa Barbara BLK 1 Lots 5-10 S150'.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**

3965

OWNER/APPLICANT: Ramiro Armandariz PHONE: 956-797-9475  
 ADDRESS: 814 W. Park Ave  
 TYPE OF BUSINESS: Flor & Grill NAME OF BUSINESS: Jockey 9  
 LEGAL: Lot 9-10 Block 1 SUBD.: Col. Santa Barbara Pharr Hockley Tr.

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  OK  SUBSTANDARD  
     - EXTERIOR  OK  SUBSTANDARD  
     - INTERIOR  OK  SUBSTANDARD  
 3. CEILING  OK  SUBSTANDARD  
 4. ROOF  OK  SUBSTANDARD

**MEANS OF EGRESS:**

1. OCCUPANT LOAD (IF APPLICABLE) 25  OK  SUBSTANDARD  
 2. NUMBER OF EXITS 2  OK  SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING  OK  SUBSTANDARD  
 4. EXIT SIGNS  OK  SUBSTANDARD  
 5. DOOR HARDWARE  OK  SUBSTANDARD

**ACCESSIBILITY:**

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

**ELECTRICAL:**

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

**MECHANICAL:**

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

**PLUMBING:**

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

**WATER HEATER:**

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

**GAS SYSTEM**

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: 5-14-15  
 RECEIVED BY: [Signature] DATE: 5-14-15

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

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



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

May 7, 2015

JACKIE'S BAR AND GRILL  
819 W FERGUSON AVE  
PHARR, TX 78577

**INSPECTION STATUS - PASSED**

An inspection of your facility on May 7, 2015 revealed no violations.

Inspection Note ANNUAL INSPECTION

---

1602 ROGELIO RODRIGUEZ  
Inspector

---

Michelle Acevedo

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

MAY 11 2015



# Pharr Police Department

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



OK

To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 05/11/2015  
Re: Conditional use Permit & Late Hours Renewal for ABC – File No. CUP#120419 (Jackie's)

All Square Inc. represented by Mr. Ramiro Armendariz (██████████), d/b/a Jackie's is requesting a 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: Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas

Physical Address: 819 W. Ferguson – Contact Number: 956-783-7475

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: Joel Robles

Date: 05/11/2015

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

MAY 11 2015

Jackie's CUP Renewal

BY: Pella



## **INTEROFFICE MEMORANDUM**

**To:** MAYOR AND CITY COMMISSION

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

**Subject:** CONDITIONAL USE PERMIT & LATE HOURS **RENEWAL** FOR ABC  
FILE NO. CUP#120419: (JACKIES)

**Date:** JUNE 02, 2015

---

All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, 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:** Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas.

**Physical Address:** 819 West Ferguson.

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



"Triple Crown City"



MAYOR  
Leo "Polo" Palacios, Jr.

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

CITY MANAGER  
Fred Sandoval

Executive Summary Letter

June 02, 2015

Conditional Use Permit **Renewal** for ABC –

Boggus Ford Events Center

Background:

National Concessions Services, Ltd., c/o Maria E. Megret, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for the Boggus Ford Events Center.

The property is located at 3000 North Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC\_NATIONAL CONCESSIONS SERVICE dba PHARR EVENTS CENTER\_2011



**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** EDWARD M. WYLIE, DIRECTOR/DEPUTY E.M.C.  
**THROUGH:** FRED SANDOVAL, CITY MANAGER  
**DATE:** JUNE 02, 2015  
**RE:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC  
FILE NO. CUP#110535 (BOGGUS FORD EVENTS CENTER)

**GENERAL INFORMATION:**

**APPLICANT:** National Concessions Services, Ltd., c/o Maria E. Megret, is requesting the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as Lot 1, Tip-O-Tex Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The properties physical address is 3000 North Cage Boulevard.

**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural Open-Space District (A-O) to the north, Limited Industrial District (LI) to the south, Mobile-Home Residential District (R-MH) to the east and General Business District (C) to the west. The area is generally designated for commercial use in the Land Use Plan.

<b>COMMENTS:</b>	<b>CODE ENFORCEMENT</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
	<b>FIRE MARSHAL:</b>	Recommends approval of the Conditional Use Permit. (See attached memo)

**POLICE CHIEF:**

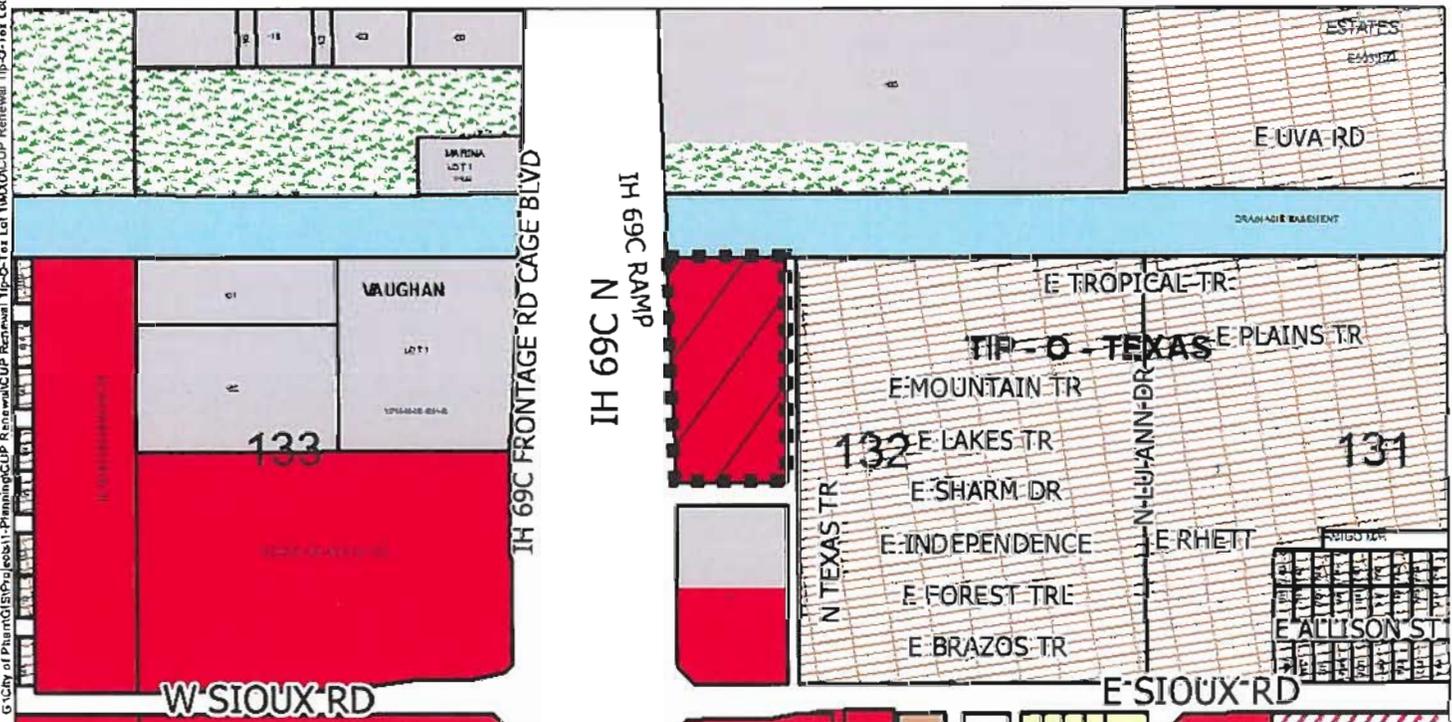
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING DEPT.:**

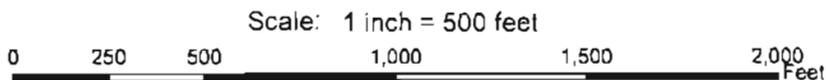
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING STAFF  
RECOMMENDATIONS:**

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



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



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

3882

OWNER/APPLICANT: Maxima and CONCESSION SERVICE LTD PHONE: 915-449-0456  
 ADDRESS: 4000 W. Loop  
 TYPE OF BUSINESS: Event Center NAME OF BUSINESS: Boys and Girls Club  
 LEGAL: Lot 1 SUBD.: Tip of the Saddle

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 4  OK  SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING  OK  SUBSTANDARD  
 4. EXIT SIGNS  OK  SUBSTANDARD  
 5. DOOR HARDWARE  OK  SUBSTANDARD

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

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

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

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

**PASSED**  
  
**FAILED:**  
 \_\_\_\_\_  
**PASSED WITH CONDITIONS:**  
 \_\_\_\_\_  
**RE-INSPECT DATE:**  
 \_\_\_\_\_

**BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

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

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



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

May 6, 2015

NATIONAL CONCESSION SERVICES LTD.  
3000 N CAGE  
PHARR, TX 78577

OK

**INSPECTION STATUS - PASSED**

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

2960 EDUARDO LUGO  
Inspector

Felix De La Garza

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

MAY 06 2015

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



# Pharr Police Department

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



To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 05/11/2015  
Re: Conditional use Permit Renewal for ABC – File No. CUP#960636 (Pharr Event’s Center)

National Concession Services, Ltd., c/o Maria E. Megret [REDACTED] is requesting a renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Lot 1, Tip-O-Tex Subdivision, Pharr, Hidalgo County, Texas

Physical Address: 3000 N. Cage Blvd. – Contact Number: 915-449-0456

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: Joel Robles

Date: 05/11/2015

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

MAY 11 2015

Pharr Event’s Center CUP Renewal

BY: [Signature]



## INTEROFFICE MEMORANDUM

**To:** MAYOR AND CITY COMMISSION

**From:** EDWARD M. WYLIE, DEVELOPMENT SERVICES DIRECTOR 

**Through:** FRED SANDOVAL, CITY MANAGER

**Subject:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#110535 – (BOGGUS FORD EVENTS CENTER)

**Date:** JUNE 02, 2015

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National Concessions Services, Ltd., c/o Maria E. Megret, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as follows:

Legal description: Lot 1, Tip-O-Tex Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 3000 North Cage Boulevard.

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



"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

June 02, 2015

Conditional Use Permit **Renewal** for ABC –

Junction Cafe

### Background:

Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 23rd renewal for Junction Cafe.

The property is located at 11 South Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

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

Microsoft Word PharrCPD on Cpdserver\Admin\MyFiles\CUP5\Renewal-Junction Caf 



## **MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**DATE:** JUNE 02, 2015

**RE:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#911291 (JUNCTION CAFÉ)

### **GENERAL INFORMATION:**

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

**LEGAL DESCRIPTION:** The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The properties physical address is 11 South Cage Boulevard.

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

<b>COMMENTS:</b>	<b>CODE ENFORCEMENT</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
	<b>FIRE MARSHAL:</b>	Recommends approval of the Conditional Use Permit. (See attached memo)

**POLICE CHIEF:**

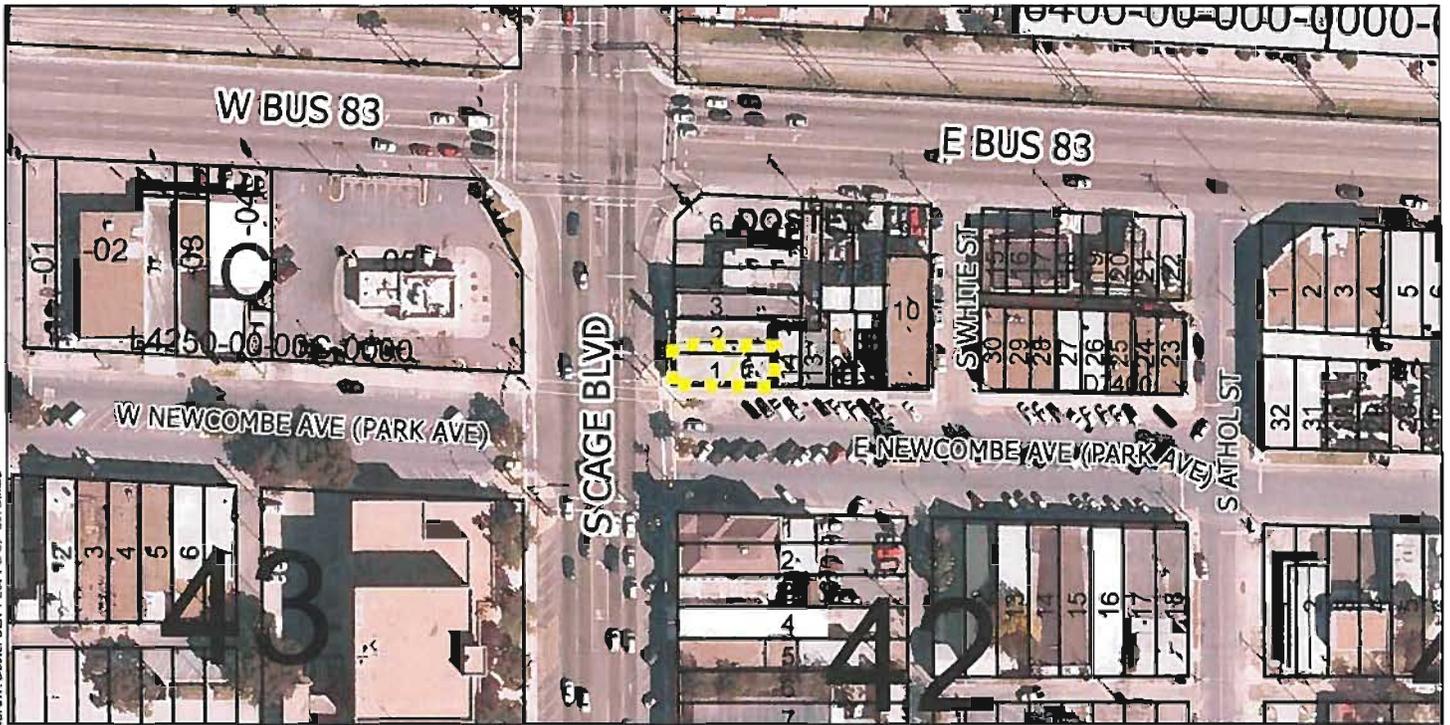
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING DEPT.:**

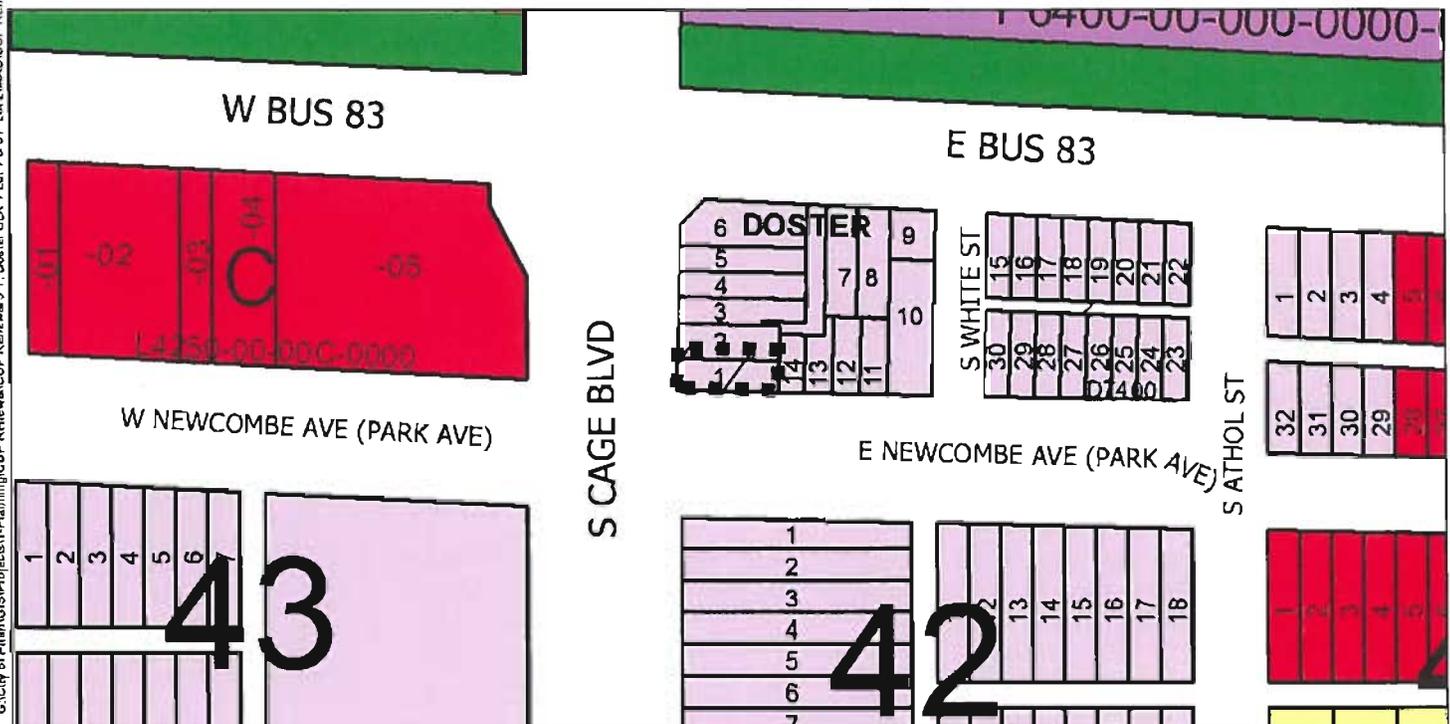
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING STAFF  
RECOMMENDATIONS:**

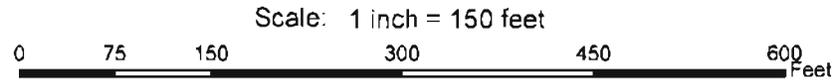
Planning Staff is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site being in compliance with all City Ordinances and City Department requirements.



G:\City of Pharr\GIS\Projects\Planning\CUP Renewal\J.T. Doster BLK 1 Lot 1 & S7' Lot 2.mxd



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



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

3958

OWNER/APPLICANT: RAUL FOLG PHONE: 783-4895  
 ADDRESS: 11 SOUTH CAFE  
 TYPE OF BUSINESS: CAFE NAME OF BUSINESS: JUNCTIONAL CAFE  
 LEGAL: \_\_\_\_\_ SUBD.: \_\_\_\_\_

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

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

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

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

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

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

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

**WATER HEATER:**  
 1. LOCATION OUTSIDE \_\_\_\_\_  SUBSTANDARD  
 2. T.P. VALVE & DRAIN \_\_\_\_\_  SUBSTANDARD  
 3. SHUT-OFF VALVE \_\_\_\_\_  SUBSTANDARD  
 4. VENT \_\_\_\_\_  SUBSTANDARD

**GAS SYSTEM** \_\_\_\_\_  SUBSTANDARD  
**PREMISE** \_\_\_\_\_  SUBSTANDARD  
**GARBAGE CONTAINER** \_\_\_\_\_  SUBSTANDARD

**PASSED**  
 \_\_\_\_\_  
**FAILED:**  
 \_\_\_\_\_  
**PASSED WITH CONDITIONS:**  
 \_\_\_\_\_  
**RE-INSPECT DATE:**  
 \_\_\_\_\_

**BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:**  
 1. PREMISE WAS FOUND TO BE IN REASONABLE  
 2. CONDITION AT TIME OF INSPECTION  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

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

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



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

May 19, 2015

JUNCTION CAFE  
11 S CAGE BLVD  
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 19, 2015 revealed no violations.

---

2960 EDUARDO LUGO  
Inspector

---

Raul Fong

RECEIVED  
PHARR DEVELOPMENT  
SERVICES DEPT.

MAY 19 2015

By: \_\_\_\_\_



# Pharr Police Department

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



To: Edward Wylie, Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 05/11/2015  
Re: Conditional use Permit Renewal for ABC – File No. CUP#911291 (Junction Cafe)

Raul Fong, (TDL#09223442), d/b/a Junction Cafe is requesting a renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Business District (C-2). The property is more fully described as follows:

Legal Description: Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas

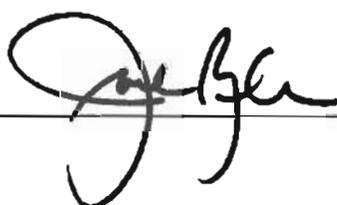
Physical Address: 11 S. Cage Blvd. – Contact Number: 956-783-4885

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

### REPLY

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

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

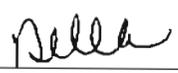
Signed: 

Date: 05/11/2015

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

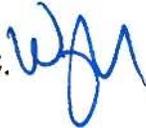
MAY 11 2015

Junction Cafe CUP Renewal

BY: 



**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** FRED SANDOVAL, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –  
FILE NO. CUP#911291 (JUNCTION CAFÉ)

**DATE:** JUNE 02, 2015

---

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

**Legal Description:** Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

**Physical Address:** 11 South Cage Boulevard.

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



**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 17<sup>th</sup> 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 7<sup>th</sup> 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 12<sup>th</sup> 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 15<sup>th</sup> 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](http://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

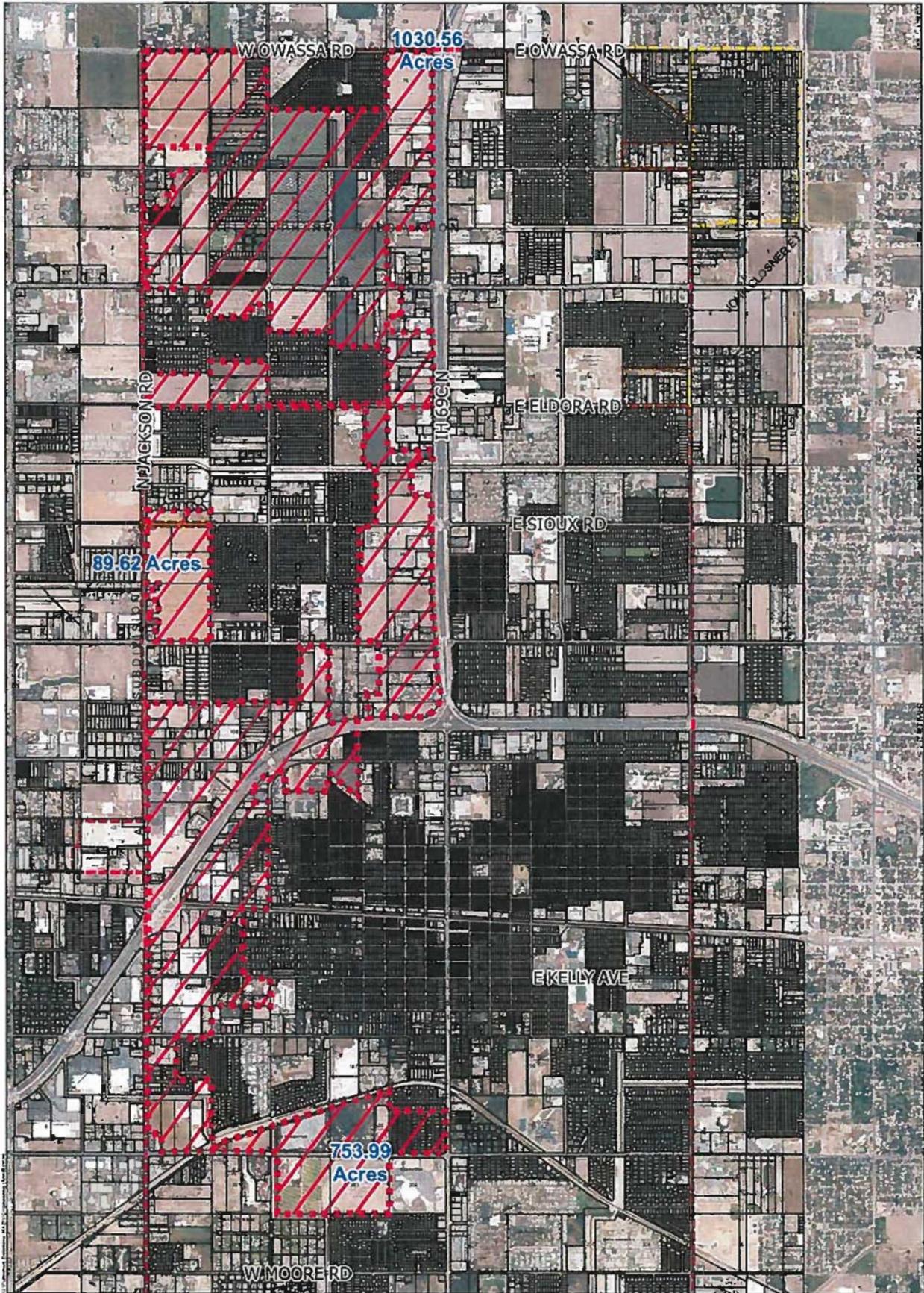
PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

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 city's property records for accuracy and is not a guarantee. This map is intended for general informational use only.

City of Pharr, Texas  
Engineering Department  
956.402.4221

Scale: 1 Inch = 2,000 feet



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE—O-2010-32 OF THE CITY PHARR, TEXAS; INCLUDING PROCEDURES FOR PLACEMENT OF ITEMS ON THE OFFICIAL AGENDA OF MEETINGS OF THE CITY OF PHARR; PROHIBITING DISCLOSURE OF DISCUSSION BY ANY OFFICIAL OR PERSON PRESENT DURING CLOSED SESSIONS; DECLARING SUCH DISCLOSURE TO BE A VIOLATION OF CHARTER AS WELL AS A CRIMINAL ACT RESULTING IN PENALTIES, FINES, OTHER PUNISHMENT; DECORUM AND ORDER OF PERSONS PRESENT; SEARCH OF PERSONS AND POSSESSIONS; PUBLIC HEARING POLICY; GENERAL PUBLIC COMMENTS; PLACEMENT OF AGENDA ITEMS AND RECONSIDERATION OF ITEMS; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.**

§ **WHEREAS**, the community has over the years urged that the image of the City of Pharr and its citizenry be improved by focusing on problem solving and the diverse exchange of ideas;

§ **WHEREAS**, the City of Pharr has become what it is today as a result of the exchange of ideas of those interested in the development and growth of the city;

§ **WHEREAS**, the governing body may hold meetings that are open to the public and viewed by many interested in the on-goings of Pharr city business;

§ **WHEREAS**, the governing body may desire that any and all public discourse be limited to issues listed on the official, legally posted agenda;

§ **WHEREAS**, the business of the City of Pharr should be conducted with respect, dignity, and accountability;

§ **WHEREAS**, the City of Pharr acts to immediately impose procedures for the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues;

§ **WHEREAS**, the City of Pharr expects that its elected and other officials protect, defend, and further the interests of the City of Pharr;

§ **WHEREAS**, the City of Pharr elected and other officials should be held to a standard of the utmost loyalty in faithfully carrying out the duties of the office each holds;

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

**SECTION 1: DEFINITIONS; OPEN MEETINGS; PUBLIC HEARINGS.**

- (a) **“Governing body”** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as the Pharr Board of Commissioners, board, commission, committee, or any authorized group of persons elected or appointed that serve the interests of the City of Pharr by official means in a final or advisory capacity.
- (b) Meetings of the governing body are public meetings unless excepted in accordance with applicable state laws or this ordinance. All matters included herein will further the public’s health, safety, and welfare.
- (c) **Public Hearings; Those Affected; Public Hearing Sign in Requirement.** If a public hearing is listed on a legally posted agenda, a person or entity that received notice from the city on a pending item for consideration, a person that may be positively or adversely affected physically, by use or damage to property, or to any other legally recognizable interest, may be allowed to address the governing body during the public hearing portion of the meeting following registration with the presiding city clerk and prior to the scheduled meeting. A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk’s office. The public hearing sign-in form shall include the person or entity’s name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.
- (d) **General Public Participation; Sign in Requirement; Time Limit; Limitation on Speakers.** A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding city clerk and prior to the scheduled meeting. The governing body may not, at its discretion, include a scheduled public participation during a special called meeting or a workshop session. A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form for general public participation shall be promulgated by the city clerk and be made available at the city clerk’s office. The sign-in form shall include the person

or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public participation portion of the agenda has ended.

## SECTION 2: **PROCEDURES.**

- (a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no person shall be denied an opportunity to address the governing body on an agenda item on the day for which the item is scheduled because of a variance to the order of procedure.
- (b) No person shall address the governing body without first being recognized by the mayor or presiding officer.
- (c) Any person, either individually or in a representative capacity, shall not address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section.
- (d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.
- (e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.
- (f) Each person addressing the governing body shall give his name and address in an audible tone of voice for the record, state the subject he wishes to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either directly or through a member of the governing body, without the permission of the presiding officer. No question may be asked a member of the governing body, or a member of the city staff, without the permission of the presiding officer.

- (g) In order to expedite matters and to avoid repetitious presentations, whenever any identifiable group of persons wishes to address the governing body on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the governing body and, in case additional matters are to be presented by any other member of such group, to limit the number of such persons addressing the board.
- (h) After a motion has been made or a public hearing has been closed, no member of the public shall address the governing body on the matter under consideration without first securing permission to do so by the presiding officer.
- (i) Any person, business, corporation, or other entity that desires to solicit services to the city shall not use a public hearing agenda item for discussion or consideration of such services. The governing body will consider solicitations only if placed on the agenda and, if applicable, after such legal requirements have been satisfied for the purchasing and contracting of such services.

### SECTION 3: **ORDER AND DECORUM.**

- (a) **Board members.** While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
- (b) **Employees.** Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.
- (c) **Persons addressing the board.** Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that may impede, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body. Only persons authorized to address the governing body may use exhibits, displays, and other visual aids as they may relate to the subject of the presentation.
- (d) **Members of the audience; Search.** All persons in close proximity to members of the governing body and official meeting areas shall be subject

to a search of purses, bags, backpacks, and other items used for carrying personal possessions. It shall be unlawful for any person to engage in disorderly conduct such as: hand clapping, stomping of feet, whistling, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. Use of placards, banners, signs, exhibits, displays, clothing, and other visual aids or devices that display sentiments that may be threatening, abusive, profane, or result in any disorderly conduct are not permitted in the governing body's meeting area during meeting times. No conversation among persons in the audience shall take place that may disturb the order of business. All mobile and other communication devices including telephones shall be on silent or a non-audible mode. Hand clapping may be allowed as an exception to this provision in instances allowed by the presiding officer such as celebratory or positive acknowledgment.

#### SECTION 4. **DISTURBANCE ABATEMENT.**

- (a) **Warning.** All persons at the meetings of the governing body shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, such officer may order him/her to remove himself/herself from the meeting. If he/she does not remove himself/herself, the presiding officer may order that the city manager or a law enforcement officer have the person removed.
- (b) **Removal.** The chief of police, or such member of the police department as the presiding officer may designate, shall be sergeant-at-arms of the board of commissioners meetings. The chief shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who disturbs the proceedings of the governing body.
- (c) **Necessitating removal.** It shall be unlawful for any person at a meeting of the governing body to resist removal by the sergeant-at-arms.
- (d) **Motions to enforce.** Any member of the governing body may move to require the presiding officer to enforce the terms of this section, and the affirmative vote of a majority of the governing body shall require him to do so.
- (e) **Adjournment.** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned and the remaining business considered at the next regular

meeting.

**SECTION 5: USE OF CAMERAS AND RECORDERS.**

Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in a reasonable manner in the public section of the commission chamber.

**SECTION 6: PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.**

The rules and procedures set out herein shall be applicable to the city's elected body, and other boards and committees unless otherwise indicated herein.

**SECTION 7: NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.**

All or part of the provisions of this ordinance may be placed in an area to be viewed by the public at or near the meeting site.

**SECTION 8: PLACEMENT OF ITEMS ON THE OFFICIAL MEETING AGENDA.**

(a) Any elected or appointed official shall be prohibited from placing any item for the purposes of discussion or to be acted upon if the subject matter may result in either an unbudgeted expenditure of funds, or interference with a pending investigation or other legal matter.

(b) Matters that have been voted on the governing body shall not be placed on the agenda for reconsideration within six (6) months, unless a member of the governing body on the prevailing side, or a member of the governing body appointed or elected to the governing body since the matter was considered, makes a written request to the reconsider the matter in question.

**SECTION 9: CLOSED SESSION DELIBERATIONS.**

It shall be unlawful for any person present during a closed session meeting of the governing body to disclose the matters discussed or any information received during the closed session to a non-private third party unless otherwise ordered by a court of law. Violation of this provision by an elected or appointed official shall be deemed a failure to faithfully execute the duties of office under Article X, Section 4 of the Pharr City Charter. Violation of this provision may also result in the maximum fine allowed by law as well as other relief at law or equity allowed by law for violation and enforcement of Ordinances.

**SECTION 10: ENFORCEMENT; PUNISHMENT; PENALTIES.**

(a) Should any person or business violate the prohibitions contained herein,

the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action, and any and all other relief as may be necessary.

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

(c) A liable party shall be subject to a civil penalty up to \$200 per violation, in addition to court costs, and other fees allowed by law.

SECTION 11: **SAVINGS CLAUSE.** Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 12: **SEVERABILITY CLAUSE.** The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 13: **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 14: **DECLARING AN EMERGENCY CLAUSE.**

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with—by a vote of not less than a majority of all the members of the Board of Commissioners—in accordance with the Charter of the City of Pharr, Texas. This Ordinance shall take effect not less than ten (10) days after passage. The Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

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

CITY OF PHARR

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

ATTEST:

\_\_\_\_\_  
PHARR CITY CLERK

STATE OF TEXAS

§

**RESOLUTION**

COUNTY OF HIDALGO

§

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

CITY OF PHARR

§

**WHEREAS**, in accordance with the City Charter of the City of Pharr, Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners of the City of Pharr; as soon as practical following the election and qualification and on annually basis of new members of the Board of Commissioners;

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

1. Oscar Elizondo is hereby appointed Mayor Pro Tem of the City of Pharr.
2. Edmund Maldonado is hereby appointed Alternate Mayor Pro Tem of the City of Pharr.

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 2<sup>nd</sup> day of June, 2015.

CITY OF PHARR

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

ATTEST:

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



**AGENDA ITEM REQUEST**

MEETING DATE: 06-02-2015

INITIATED BY: Hilda Pedraza DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Resolution appointing/re-appointing seven (7) members to the Public Facilities Corporation #1 [unexpired terms].

PARTY MAKING THE REQUEST: Fred Sandoval

NATURE OF THE REQUEST: Under the articles of incorporation, the terms of Leopoldo "Polo" Palacios, Arturo J. Cortez, Aquiles "Jimmy" Garza, and Adan Farias on the PPFC#1 ended when their terms as Mayor and Commissioners ended.

**BUDGET:**

EXPENDITURE REQUIRED: \$n/a

CURRENT BUDGET: \$n/a

ADDITIONAL FUNDING: \$n/a

**ROUTING:**

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

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

**APPROVAL:**

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

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

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

**STAFF RECOMMENDATION:**

**Approve the appointment/re-appointments of members to the PPFC#1 Board of Directors.**

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

§  
§  
§

RESOLUTION  
NO. R-2014-40

**WHEREAS**, Resolution No. R-2011-53 authorized and crated the Pharr Public Facilities Corporation #1 pursuant to Chapter 303 of the Texas Local Government Code; and

**WHEREAS**, in accordance with Article 9 of the Articles of Incorporation, the Pharr Public Facilities Corporation #1 shall be managed and composed of no less than three (3) persons, of all whom shall be members of the Governing Body and shall serve for a term of not more than six (6) years; and

**WHEREAS**, Eduardo "Eddie" Cantu is no longer a member of the Governing Body; and the terms of Leopoldo "Polo" Palacios, Jr.; Adan Farias; Arturo J. Cortez; Roberto Carrillo; Oscar Elizondo, Jr.; and Aquiles Garza expired; and

**WHEREAS**, seven (7) members need to be appointed/re-appointed.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Public Facilities Corporation #1:

1. Leopoldo "Polo" Palacios, Jr.
2. Arturo J. Cortez
3. Roberto "Bobby" Carrillo
4. Oscar Elizondo, Jr.
5. Edmund Maldonado, Jr.
6. Aquiles "Jimmy" Garza
7. Adan Farias

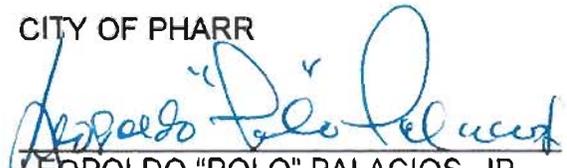
Said Directors shall serve a term of not more than six (6) years or until a successor is appointed.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 1<sup>st</sup> day of July, 2014.

ATTEST:

  
HILDA PEDRAZA, CITY CLERK

CITY OF PHARR

  
LEOPOLDO "POLO" PALACIOS, JR.  
MAYOR



**AGENDA ITEM REQUEST**

MEETING DATE: 06-02-2015

INITIATED BY: Hilda Pedraza DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Resolution appointing/re-appointing seven (7) members to the Public Facilities Corporation #2 (unexpired terms).

PARTY MAKING THE REQUEST: Fred Sandoval

NATURE OF THE REQUEST: Under the articles of Incorporation, the terms of Leopoldo "Polo" Palacios, Arturo J. Cortez, Aquiles "Jimmy" Garza, and Adan Farias on the PPFC#2 ended when their terms as Mayor and Commissioners ended.

**BUDGET:**

EXPENDITURE REQUIRED: \$n/a

CURRENT BUDGET: \$n/a

ADDITIONAL FUNDING: \$n/a

**ROUTING:**

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

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

**APPROVAL:**

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

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

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

**STAFF RECOMMENDATION:**

**Approve the appointment/re-appointments of members to the PPFC#2 Board of Directors.**

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

§  
§  
§

RESOLUTION  
NO. R-2014-41

**WHEREAS**, Resolution No. R-2011-61 authorized and crated the Pharr Public Facilities Corporation #2 pursuant to Chapter 303 of the Texas Local Government Code; and

**WHEREAS**, in accordance with Article Seven of the Articles of Incorporation, the Pharr Public Facilities Corporation #2 shall be managed and composed of no less than three (3) persons, of all whom shall be members of the Governing Body and shall serve for a term of not more than six (6) years; and

**WHEREAS**, Eduardo "Eddie" Cantu is no longer a member of the Governing Body; and the terms of Leopoldo "Polo" Palacios, Jr.; Adan Farias; Arturo J. Cortez; Roberto Carrillo; Oscar Elizondo, Jr.; and Aquiles Garza expired; and

**WHEREAS**, seven (7) members need to be appointed/re-appointed.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Public Facilities Corporation #2:

1. Leopoldo "Polo" Palacios, Jr.
2. Arturo J. Cortez
3. Roberto "Bobby" Carrillo
4. Oscar Elizondo, Jr.
5. Edmund Maldonado, Jr.
6. Aquiles "Jimmy" Garza
7. Adan Farias

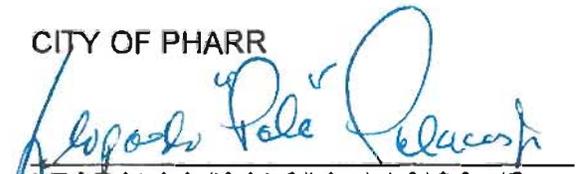
Said Directors shall serve a term of not more than six (6) years or until a successor is appointed.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 1<sup>st</sup> day of July, 2014.

ATTEST:

  
HILDA PEDRAZA, CITY CLERK

CITY OF PHARR

  
LEOPOLDO "POLO" PALACIOS, JR.  
MAYOR



**AGENDA ITEM REQUEST**

MEETING DATE: 06-02-2015

INITIATED BY: Hilda Pedraza DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Resolution appointing/re-appointing seven (7) members to the Public Facilities Corporation #3 (unexpired terms).

PARTY MAKING THE REQUEST: Fred Sandoval

NATURE OF THE REQUEST: Under the articles of incorporation, the terms of Leopoldo "Polo" Palacios, Arturo J. Cortez, Aquiles "Jimmy" Garza, and Adan Farias on the PPFC#3 ended when their terms as Mayor and Commissioners ended.

**BUDGET:**

EXPENDITURE REQUIRED: \$n/a

CURRENT BUDGET: \$n/a

ADDITIONAL FUNDING: \$n/a

**ROUTING:**

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

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

**APPROVAL:**

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

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

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

**STAFF RECOMMENDATION:**

**Approve the appointment/re-appointments of members to the PPFC#3 Board of Directors.**

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

§  
§  
§

RESOLUTION  
NO. R-2014-42

**WHEREAS**, Resolution No. R-2011-86 authorized and crated the Pharr Public Facilities Corporation #3 pursuant to Chapter 303 of the Texas Local Government Code; and

**WHEREAS**, in accordance with the Article Two of the Bylaws of Incorporation, the Pharr Public Facilities Corporation #3 shall be composed of seven (7) members, of all whom shall be members of the Governing Body and shall serve for a term of two (2) years; and

**WHEREAS**, Eduardo "Eddie" Cantu is no longer a member of the Governing Body; and the terms of Leopoldo "Polo" Palacios, Jr.; Adan Farias; Arturo J. Cortez; Roberto Carrillo; Oscar Elizondo, Jr.; and Aquiles Garza expired; and

**WHEREAS**, seven (7) members need to be appointed/re-appointed.

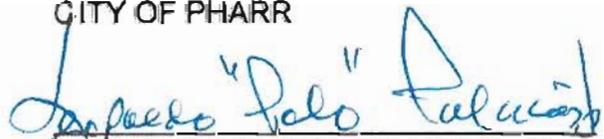
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS:**

That the following persons are hereby appointed to the Board of Directors of the Pharr Public Facilities Corporation #3:

<u>NAME:</u>	<u>TERM:</u>
1. Leopoldo "Polo" Palacios, Jr.	2 YEARS
2. Arturo J. Cortez	2 YEARS
3. Roberto "Bobby" Carrillo	2 YEARS
4. Oscar Elizondo, Jr.	2 YEARS
5. Edmund Maldonado, Jr.	2 YEARS
6. Aquiles "Jimmy" Garza	2 YEARS
7. Adan Farias	2 YEARS

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 1<sup>st</sup> day of July, 2014.

CITY OF PHARR



LEOPOLDO "POLO" PALACIOS, JR.  
MAYOR

ATTEST:

  
HILDA PEDRAZA, CITY CLERK



**AGENDA ITEM REQUEST**

MEETING DATE: 06-02-2015

INITIATED BY: Hilda Pedraza DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Resolution appointing/re-appointing members to the Tax Increment Reinvestment Zone Number One Board of Directors [unexpired terms].

PARTY MAKING THE REQUEST: Fred Sandoval

NATURE OF THE REQUEST: The terms of Leopoldo Palacios, Adan Farias, and Aquiles "Jimmy" Garza on the TIRZ #1 ended when their terms as Mayor and Commissioners ended.

**BUDGET:**

EXPENDITURE REQUIRED: \$n/a

CURRENT BUDGET: \$n/a

ADDITIONAL FUNDING: \$n/a

**ROUTING:**

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

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

**APPROVAL:**

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

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

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

**STAFF RECOMMENDATION: Approve the appointment/re-appointments of 5 members to the TIRZ #1 Board of Directors.**

**RESOLUTION NO. R-2014-15**

**A RESOLUTION APPOINTING/RE-APPOINTING BOARD OF DIRECTORS FOR THE  
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE**

**WHEREAS**, the City of Commission adopted Ordinance O-2011-46, which created a Board of Directors for the Tax Increment Reinvestment Zone Number One consisting of not less than five (5) and not more than fifteen (15) members; and

**WHEREAS**, members of said board shall serve a two (2) year term; and

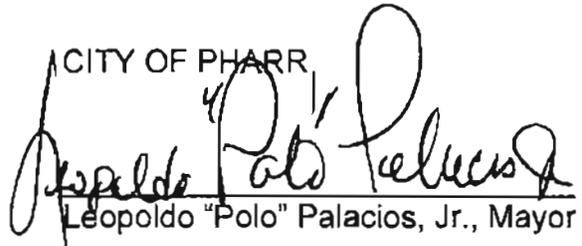
**WHEREAS**, the terms of Leopoldo "Polo" Palacios, Jr.; Adan Farias; Oscar Elizondo; Aquiles "Jimmy" Garza; and Roberto Villarreal (Hidalgo County) have expired; and

**WHEREAS**, five (5) members need to be appointed/re-appointed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, that the following members are hereby appointed.

1. LEOPOLDO "POLO" PALACIOS, JR., Chairman
2. ADAN FARIAS
3. OSCAR ELIZONDO
4. AQUILES "JIMMY" GARZA
5. \_\_\_\_\_, Hidalgo County, To Be Appointed by  
Hidalgo County

PASSED AND APPROVED this 6<sup>th</sup> day of March, 2014, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR  
  
Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST

  
Hilda Pedraza, City Clerk



**AGENDA ITEM REQUEST**

MEETING DATE: June 2, 2015

INITIATED BY: Aida Vega DEPARTMENT: ADMINISTRATION

AGENDA ITEM: Consideration and action appointing a Civil Service Member  
\_\_\_\_\_  
\_\_\_\_\_

PARTY MAKING THE REQUEST: Fred Sandoval

NATURE OF THE REQUEST: Fill a vacancy of a Civil Service Member as a result of a resignation

**BUDGET:**

EXPENDITURE REQUIRED: \$ n/a

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

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

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

**APPROVAL:**

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

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

CITY MANAGER: [Signature] DATE: 5/29/15

**STAFF RECOMMENDATION: Appointment of Vittorio (Vito) Puente to fill the un-expired term as a member of the Civil Service Commission.**

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

WHEREAS, the City Commission of the City of Pharr has adopted a Resolution creating the Pharr Firefighters and Police Officer’s Civil Service Commission; and

WHEREAS, under the provision of the Texas Fire and Police Civil Service section 143.006(b), the Civil Service Commission is comprised of three (3) members to be appointed by the Chief Executive Officer and confirmed by the governing body of the municipality; and

WHEREAS, a person appointed to the commission must be of good moral character; be a United States citizen; be a resident of the municipality who has resided in the municipality for more than three years; be over 25 years of age and not have held a public office within the preceding three years;

WHEREAS, members of said commission shall serve staggered three year terms with the term of one member expiring each year; and

WHEREAS, a vacancy has occurred as a result of a resignation and an appointment of a member is needed for the remainder of the unexpired term.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, that the following citizen is hereby confirmed as a member of the Pharr Firefighter’s and Police Officer’s Civil Service Commission.

NAME	LENGTH OF TERM
_____	3-year term (un-expired ending 10/03/16)

APPROVED, PASSED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2<sup>nd</sup> day of JUNE 2015.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO “AMOS” HERNANDEZ,  
MAYOR

ATTEST:

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



**AGENDA ITEM REQUEST**

MEETING DATE: May 27, 2015

INITIATED BY: Ruben Villegas DEPARTMENT: Police

AGENDA ITEM: Request for authorization to Submit Application to and Accept Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Award for \$21,435.00 for the Purchase of Mobile Data Terminals Project

PARTY MAKING THE REQUEST: Chief Ruben Villegas

NATURE OF THE REQUEST: Request for Resolution authorizing submittal and acceptance of Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Award for \$21,435.00

**BUDGET:**

EXPENDITURE REQUIRED:

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

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

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

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

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

**APPROVAL:**

DEPT. HEAD: 

DATE: 5-27-2015

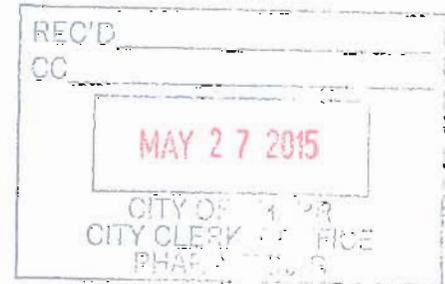
ASSISTANT CITY MANAGER: \_\_\_\_\_

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

CITY MANAGER: 

DATE: 5/27/15

STAFF RECOMMENDATION: \_\_\_\_\_





## *Pharr Police Department*

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



**To: Mayor and City Commission**  
**Thru: Fred Sandoval , City Manager**  
**From: Ruben Villescas, Police Chief**  
**Date: May 27, 2015**

**Subject: Request for authorization to Submit Application to and Accept Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Award for \$21,435.00 for the Purchase of Mobile Data Terminals Project**

**This request was routed to the City Manager's office for consideration by the city commission.**

### **Background:**

The Pharr Police Department received notification from the Department of Justice Bureau of Justice Assistance of our allocation of \$21,435.00 under the Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Local Solicitation. We have to submit a grant application that required that it be made available to the governing body for review. The application further required that the public be provided an opportunity to comment on the grant application. The grant does not require any matching funds from the city.

### **Discussion:**

This department presently utilizes in-car mobile data terminals for street patrol operations in its execution of law enforcement duties providing for the public safety of its citizens. The patrol operations will be equipped with (8) mobile data terminals to replace terminal that have reached their replacement period.

This department several years ago instituted a technology program to improve our efficiency and effectiveness. We are presently utilizing intelligence-led policing in our law enforcement efforts. These devices are mobile and will be used in patrol operations and international bridge police operations.

The total cost for the (8) Mobile Data Terminals is \$22,750.00 at a cost of \$2,843.00 each. The department has received notification that the grant allocation for the City of Pharr Police Department is \$21,435.00. The difference will be paid from seized assets.

**Recommendation:**

Based on the foregoing discussion, I hereby recommend that the City Commission approve a resolution authorizing, Police Chief Ruben Villegas, to submit application, accept the award and pursue purchase of **Mobile Data Terminals**.

**PHARR POLICE DEPARTMENT**

**RESOLUTION 2015-# \_\_\_\_\_**

**RESOLUTION OF THE CITY OF PHARR (POLICE DEPARTMENT) TO RECEIVE DIRECT AWARD GRANT IN THE AMOUNT OF \$21,435 FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE FY 2015 LOCAL SOLICITATION (CFDA #16.738).**

**WHEREAS**, The Pharr Police Department finds it in the best interest of the citizens of Pharr, Texas that the Mobile Data Terminals (MDT) project be operated for the fiscal year 10-1-15 to 09-30-2016; and

**WHEREAS**, the US Department of Justice through the **Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation (CFDA #16.738)** has allocate \$21,435 in grant funds to the City of Pharr Police Department for supporting law enforcement, crime prevention and criminal justice programs; and

**WHEREAS**, Pharr Police Department agrees that in the event of loss or misuse of the US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) funds, Pharr Police Department assures that the funds will be returned to the Justice Assistance Grant (JAG) in full.

**WHEREAS**, Pharr Police Department designates Ruben Villescas, Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The City of Pharr City Commission approves the Pharr Police Department submission of the grant US Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG) Division.

**WHEREAS**, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds through the Edward Byrne Memorial Justice Assistance Grant (JAG), The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full.

Passed and Approved This 2<sup>nd</sup> Day of June, 2015.

**City of Pharr**

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

**Attest:**

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



**AGENDA ITEM REQUEST**

MEETING DATE: May 27, 2015

INITIATED BY: Ruben Villescasc DEPARTMENT: Police

AGENDA ITEM: Consideration and Action Authorizing a Resolution for Police Department Submittal of Application to the "COPS HIRING PROGRAM"

PARTY MAKING THE REQUEST: Chief Ruben Villescasc

NATURE OF THE REQUEST: Request for Resolution authorizing submittal of Cops grant application

**BUDGET:**

EXPENDITURE REQUIRED: \$278,799.00 for 3 years (25 % match) of \$750,000.00 grant

CURRENT BUDGET: \$

ADDITIONAL FUNDING: \$

**ROUTING:**

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

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

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

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

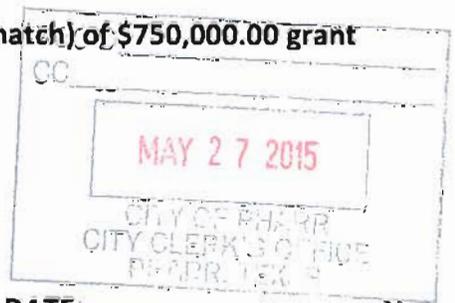
**APPROVAL:**

DEPT. HEAD:  DATE: 5-27-15

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

CITY MANAGER:  DATE: 5/28/15

STAFF RECOMMENDATION: \_\_\_\_\_





## Pharr Police Department

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



**To: Mayor and City Commission**  
**Thru: Federico Sandoval, City Manager**  
**From: Ruben Villegas, Police Chief**  
**Date: May 27, 2015**  
**Subj: Consideration and Action Authorizing a Resolution for Police Department Submittal of Application to the "COPS HIRING PROGRAM"**

### Background:

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

The Office of Community Oriented Policing Services under the U.S. Department of Justice announced the grant funding opportunity under the **COPS HIRING PROGRAM (CHP)**. This resolution is requested to authorize the City of Pharr Police Department to apply for COPS HIRING PROGRAM funding to hire additional police officers.

- CHP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to increase their community policing capacity, problem solving and crime-prevention efforts.
- **There is a local match requirement for CHP of 25%,**
- **CHP grants will provide 75% funding** for approved entry-level salaries and benefits for **3 years (36 months) for newly-hired**, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a future date, as a result of local budget cuts.

**\*In addition, there is a cap on the federal funding of \$125,000 per position over the three-year grant period.**

- **At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 1-year.**

This resolution will authorize City Manager and/or his designee Police Chief Ruben Villegas, to sign and submit a grant application to the United States Department of Justice acting through the Office of Community Policing services, **COPS HIRING PROGRAM**.

**Discussion:**

This grant only authorizes this department to be able to apply for 5% of present authorized positions 126. If authorized we will submit for (6) police officers

The CHR funding is for salaries and fringe benefits and does not include training expense or special police equipment that would need to be purchased for the newly funded officers. Consideration also would need to be given that with an increase of police officers a need for additional police units will emerge along with additional police supervisors and support staff (communication officers) to manage the increased radio transmissions.

This item has been discussed and reviewed with Chief Financial Officer Juan Guerra.

**Recommendation:**

Based on the foregoing discussion, I hereby recommend that the city commission approve this resolution and authorize for an application to be submitted to the Department of Justice Office of Community Policing Services.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PHARR  
AUTHORIZING THE SUBMISSION OF THE 2015 COPS HIRING GRANT  
PROGRAM APPLICATION TO THE UNITED STATES DEPARTMENT OF  
JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES**

**WHEREAS**, the United States Department of Justice Community Oriented Policing Services (COPS) Hiring Program grant provides funding to assist community policing efforts in communities which have reduced or will reduce full-time sworn officer positions, due to local fiscal distress; and

**WHEREAS**, the city of Pharr Police Department, is applying for funding support in the amount of \$750,000.00 to United States Department of Justice Community Oriented Policing Services (COPS) Hiring Program;

**WHEREAS**, the city of Pharr Police Department will hire or rehire 6 additional career law enforcement officers in an effort to create and preserve jobs and increase community policing capacity and crime prevention efforts; and

**WHEREAS**, the United States Department of Justice Community Oriented Policing Services (COPS) Hiring Program if awards the Pharr Police Department hires or rehires military veteran under 2015 CHP whenever possible and if applicants who commit to hiring or rehiring at least one military veteran under CHP will receive additional consideration for CHP funding;

**WHEREAS**, in addition we will receive additional consideration if the community policing problem covers in FY 2015, for CHP applicants who select "Homicide/Gun Violence," "Homeland Security Problems" or "Building Trust" as their problem/focus area;

**WHEREAS**, CHP funds will provide up of 75 percent funding of the approved entry-level salaries and fringe benefits of newly-hired and/or rehired full-time officers for a 36-month grant period, with a minimum of 25 percent local cash match requirement and a maximum federal share \$125,000 per officer position; and

**WHEREAS**, under CHP, the retention requirement establishes that grant recipients (city of Pharr) must plan to retain each officer position awarded for at least one year (12 months) following the conclusion of three years (36 months) of federal funding for that position.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby approves Resolution No. 2015-\_\_\_\_\_, authorizing the submission of the 2015 COPS Hiring Grant Program application to the United States Department of Justice Office of Community Policing Services.

**BE IT FURTHER RESOLVED** that the City Council hereby authorizes the City Manager or her designee(s) to execute the contract agreement and all other documents required by the Department of Justice on behalf of the City of Pharr in the event that the grant is awarded.

**Approved and adopted by the board of commissioners of the City of Pharr, Texas on this the   2nd   day of  June , 2015, ad.**

**City of Pharr**

---

**Ambrosio Hernandez, Mayor**

**Attest:**

---

**Hilda Pedraza, City Clerk**



**AGENDA ITEM REQUEST**

MEETING DATE: June 2, 2015

INITIATED BY: William F Ueckert Jr. DEPARTMENT: Engineering

AGENDA ITEM:

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

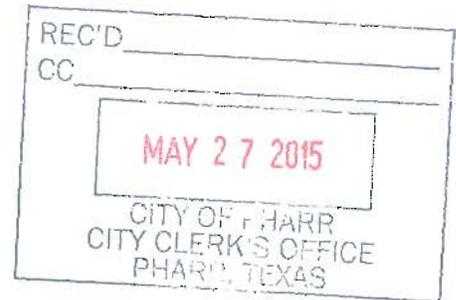
NATURE OF THE REQUEST: Consideration and action, on recommendations for projects within the Pharr Land Port of Entry (LPOE) facility funded through the TxDOT Coordinated Border Infrastructure (CBI) program.

**BUDGET:**

EXPENDITURE REQUIRED: \$ 9,900,000

CURRENT BUDGET: \$ 0

ADDITIONAL FUNDING: \$ 0



**ROUTING:**

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

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

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

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

**APPROVAL:**

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

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

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

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

CITY MANAGER: [Signature]

DATE: 5/27/15

**STAFF RECOMMENDATION:**

Staff recommends approval.



## Memorandum

**To:** Fred Brouwen – Director of Operations

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

**Date:** May 14, 2015

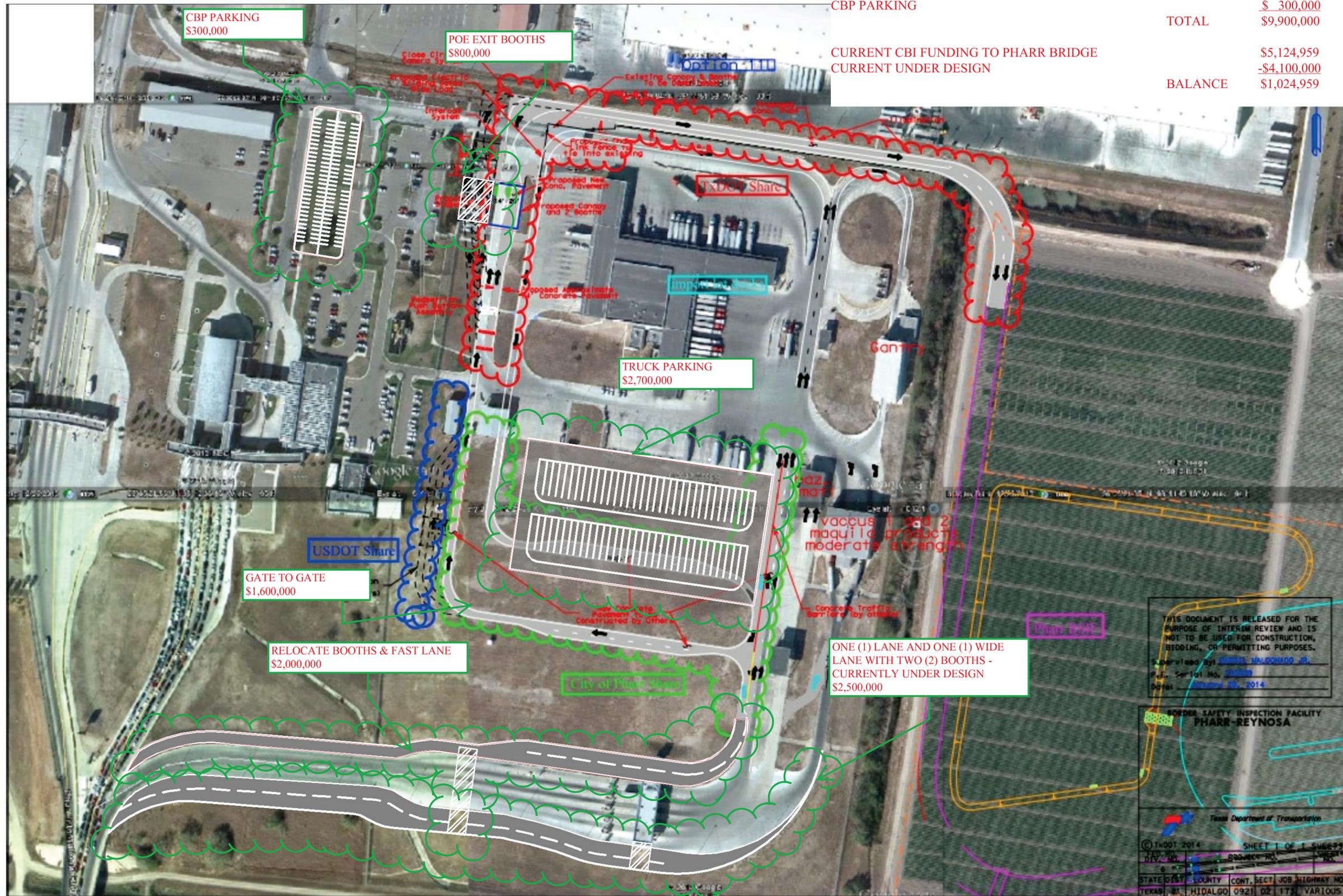
**Re:** **Agenda Item - Consideration and action, on recommendations for projects within the Pharr Land Port of Entry (LPOE) facility funded through the TxDOT Coordinated Border Infrastructure (CBI) program.**

---

Fred:

Below is a list of recommended projects with estimated construction costs. The projects are ranked based on current needs. Total Construction Cost is \$ 9,900,000.

1. One Lane & One Wide Loan Lane to be added at the entrance to the facility - \$ 2,500,000
2. Gate to Gate Lane - \$1,600,000
3. Truck Parking - \$ 2,700,000
4. Exit Booths (2) - \$800,000
5. Relocate Entry Booths & Construct Fast Lane - \$ 2,000,000
6. Custom Employee Parking - \$ 300,000



PROJECTS	
ONE LANE & ONE WIDE LANE (CURRENTLY UNDER DESIGN)	\$2,500,000
GATE TO GATE (CURRENTLY UNDER DESIGN)	\$1,600,000
TRUCK PARKING	\$2,700,000
POE EXIT BOOTHS	\$ 800,000
RELOCATE BOOTHS & FAST LANE	\$2,000,000
CBP PARKING	\$ 300,000
<b>TOTAL</b>	<b>\$9,900,000</b>

CURRENT CBI FUNDING TO PHARR BRIDGE	\$5,124,959
CURRENT UNDER DESIGN	-\$4,100,000
<b>BALANCE</b>	<b>\$1,024,959</b>

CBP PARKING  
\$300,000

POE EXIT BOOTHS  
\$800,000

TRUCK PARKING  
\$2,700,000

GATE TO GATE  
\$1,600,000

RELOCATE BOOTHS & FAST LANE  
\$2,000,000

ONE (1) LANE AND ONE (1) WIDE  
LANE WITH TWO (2) BOOTHS -  
CURRENTLY UNDER DESIGN  
\$2,500,000

THIS DOCUMENT IS RELEASED FOR THE  
PURPOSE OF INTERIM REVIEW AND IS  
NOT TO BE USED FOR CONSTRUCTION,  
BIDDING, OR PERMITTING PURPOSES.  
Supervised by: **DAVID MALCORNADO JR.**  
P.E. Serial No. **000000**  
Date: **November 20, 2014**

BORDER SAFETY INSPECTION FACILITY  
PHARR-REYNOSA

Texas Department of Transportation  
© TXDOT 2014 SHEET 1 OF 1 SHEET 95  
DIV. NO. PROJECT NO. SHEET NO.  
STATE DIST. COUNTY CONT. SECT. JOB HIGHWAY NO.  
TEXAS 31 HIDALGO 0921 02 173 VARIOUS

# CITY OF PHARR

PHARR/REYNOSA INTERNATIONAL BRIDGE NORTHBOUND LANES  
PROJECT-PHASE II (CSJ 0921-02-193)  
Pharr, Texas

Opinion of Probable Construction Cost  
May 21, 2015

Item	Description	Unit	Estimated Quantity	Unit Price	Line Item Total
1	Barricades	MO	4	\$3,000.00	\$12,000.00
2	Temporary Sediment Control Fence	LS	1	\$8,000.00	\$8,000.00
3	Mobilization	LS	1	\$25,000.00	\$25,000.00
4	Remove Curb	LF	2,146	\$15.00	\$32,190.00
5	Remove Sidewalk	LF	104	\$25.00	\$2,600.00
6	Remove Inlet	EA	4	\$3,000.00	\$12,000.00
7	Remove 24" RCP	LF	125	\$20.00	\$2,500.00
8	Remove 15" RCP	LF	36	\$2.00	\$72.00
9	Remove Conc. Lined Channel	LF	60	\$15.00	\$900.00
10	Remove Conc. Headwall/Wingwall	EA	2	\$3,000.00	\$6,000.00
11	Remove Conc. (X-ray Pad)	EA	1	\$6,000.00	\$6,000.00
12	Remove Conc. Riprap	SY	34	\$15.00	\$510.00
13	Remove Guard Rail and Posts	LF	64	\$25.00	\$1,600.00
14	Relocate Light Pole	EA	11	\$5,000.00	\$55,000.00
15	Relocate Electric Box	EA	1	\$1,500.00	\$1,500.00
16	Relocate Chain Link Fence	LF	612	\$25.00	\$15,300.00
17	Relocate Sign (Fast Lane)	EA	1	\$500.00	\$500.00
18	Relocate Water Meter	EA	1	\$1,000.00	\$1,000.00
19	Embankment	CY	16,845	\$15.00	\$252,675.00
20	Seeding	SY	16,845	\$2.00	\$33,690.00
21	Conc. Pavement	SY	17,290	\$100.00	\$1,729,000.00
22	Curb	LF	2,565	\$10.00	\$25,650.00
23	7' Wide Sidewalk	LF	104	\$50.00	\$5,200.00
24	Type "A" Inlet	EA	3	\$4,000.00	\$12,000.00
25	Type "A" Inlet/Extension	EA	1	\$4,500.00	\$4,500.00
26	30" RCP	LF	122	\$55.00	\$6,710.00
27	24" RCP	LF	370	\$40.00	\$14,800.00
28	18" RCP	LF	64	\$35.00	\$2,240.00
29	Handicap Ramp	EA	1	\$500.00	\$500.00
30	Conc. Slope End Treatment	EA	4	\$2,000.00	\$8,000.00
31	Conc. Manhole	EA	1	\$5,000.00	\$5,000.00
32	Type "A1" Manhole	EA	1	\$8,000.00	\$8,000.00
33	5'x2' Conc. Box	LF	200	\$150.00	\$30,000.00
34	Headwall/Wingwall	LS	1	\$8,000.00	\$8,000.00
35	Break & Repair Conc. Channel	LS	1	\$1,500.00	\$1,500.00
36	Downdrain	EA	2	\$500.00	\$1,000.00



# COST ESTIMATE - GATE TO GATE IMPROVEMENTS PHARR INTERNATIONAL BRIDGE CUSTOMS FACILITY

1	CLEARING AND GRUBBING SITE AREA	1	LS	\$45,000.00	\$45,000.00
2	12" LIME STABILIZED SUBGRADE (6% LIME). TO INCLUDE ALL MIXING, PULVERIZATION, WATERING, DISKING, GRADING, SHAPING AND COMPACTION. ALL COMPLETE IN PLACE.	9,000	SY	\$20.00	\$180,000.00
3	16" FLEXIBLE BASE (CALICHE) INCLUDING INSTALLATION, COMPACTION AND SHAPING TO FINAL GRADE. ALL COMPLETE IN PLACE. (8" LIFTS)	9,000	SY	\$18.00	\$162,000.00
4	CONCRETE PAVEMENT WITH 8.5" OF 4,000 PSI CONCRETE, 15 MIL PLASTIC FILM AND STEEL REINFORCMENT. ALL COMPLETE IN PLACE.	6,025	SY	\$75.00	\$451,875.00
5	EROSION AND SEDIMENTATION CONTROL; TO INCLUDE BUT NOT LIMITED TO STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE, INLET PROTECTION, ETC.	1	LS	\$25,000.00	\$25,000.00
6	TRAFFIC CONTROL CONCRETE BARRIERS	500	LF	\$150.00	\$75,000.00
6	CONTINGENCY	25%	PERCENT	\$215,968.75	\$215,968.75
<b>TOTAL AMOUNT OF ESTIMATE:</b>					<b>\$1,154,843.75</b>

**COST ESTIMATE - TRUCK PARKING AREA IMPROVEMENTS  
PHARR INTERNATIONAL BRIDGE CUSTOMS FACILITY**

1	CLEARING AND GRUBBING SITE AREA	1	LS	\$45,000.00	\$45,000.00
2	12" LIME STABILIZED SUBGRADE (6% LIME). TO INCLUDE ALL MIXING, PULVERIZATION, WATERING, DISKING, GRADING, SHAPING AND COMPACTION. ALL COMPLETE IN PLACE.	19,000	SY	\$20.00	\$380,000.00
3	16" FLEXIBLE BASE (CALICHE) INCLUDING INSTALLATION, COMPACTION AND SHAPING TO FINAL GRADE. ALL COMPLETE IN PLACE. (8" LIFTS)	19,000	SY	\$18.00	\$342,000.00
4	CONCRETE PAVEMENT WITH 8.5" OF 4,000 PSI CONCRETE, 15 MIL PLASTIC FILM AND STEEL REINFORCMENT. ALL COMPLETE IN PLACE.	17,960	SY	\$75.00	\$1,347,000.00
5	EROSION AND SEDIMENTATION CONTROL; TO INCLUDE BUT NOT LIMITED TO STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE, INLET PROTECTION, ETC.	1	LS	\$25,000.00	\$25,000.00
6	PAVEMENT MARKINGS	1	LS	\$20,000.00	\$20,000.00
6	CONTINGENCY	25%	PERCENT	\$539,750.00	\$539,750.00
<b>TOTAL AMOUNT OF ESTIMATE:</b>					<b>\$2,698,750.00</b>

**COST ESTIMATE - POE EXIT BOOTHS  
PHARR INTERNATIONAL BRIDGE CUSTOMS FACILITY**

1	CLEARING AND GRUBBING SITE AREA	1	LS	\$25,000.00	\$25,000.00
2	12" LIME STABILIZED SUBGRADE (6% LIME). TO INCLUDE ALL MIXING, PULVERIZATION, WATERING, DISKING, GRADING, SHAPING AND COMPACTION. ALL COMPLETE IN PLACE.	1,500	SY	\$20.00	\$30,000.00
3	16" FLEXIBLE BASE (CALICHE) INCLUDING INSTALLATION, COMPACTION AND SHAPING TO FINAL GRADE. ALL COMPLETE IN PLACE. (8" LIFTS)	1,500	SY	\$18.00	\$27,000.00
4	CONCRETE PAVEMENT WITH 8.5" OF 4,000 PSI CONCRETE, 15 MIL PLASTIC FILM AND STEEL REINFORCMENT. ALL COMPLETE IN PLACE.	1,200	SY	\$75.00	\$90,000.00
5	EROSION AND SEDIMENTATION CONTROL; TO INCLUDE BUT NOT LIMITED TO STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE, INLET PROTECTION, ETC.	1	LS	\$25,000.00	\$25,000.00
6	PAVEMENT MARKINGS	1	LS	\$5,000.00	\$5,000.00
7	INSPECTIONS BOOTHS	2	EA	\$200,000.00	\$400,000.00
6	CONTINGENCY	25%	PERCENT	\$150,500.00	\$150,500.00
<b>TOTAL AMOUNT OF ESTIMATE:</b>					<b>\$752,500.00</b>

# COST ESTIMATE - RELOCATE BOOTHS AND TWO (2) LANES IMPROVEMENTS PHARR INTERNATIONAL BRIDGE CUSTOMS FACILITY

1	CLEARING AND GRUBBING SITE AREA	1	LS	\$45,000.00	\$45,000.00
2	12" LIME STABILIZED SUBGRADE (6% LIME). TO INCLUDE ALL MIXING, PULVERIZATION, WATERING, DISKING, GRADING, SHAPING AND COMPACTION. ALL COMPLETE IN PLACE.	6,500	SY	\$20.00	\$130,000.00
3	16" FLEXIBLE BASE (CALICHE) INCLUDING INSTALLATION, COMPACTION AND SHAPING TO FINAL GRADE. ALL COMPLETE IN PLACE. (8" LIFTS)	6,500	SY	\$18.00	\$117,000.00
4	CONCRETE PAVEMENT WITH 8.5" OF 4,000 PSI CONCRETE, 15 MIL PLASTIC FILM AND STEEL REINFORCMENT. ALL COMPLETE IN PLACE.	5,700	SY	\$75.00	\$427,500.00
5	EROSION AND SEDIMENTATION CONTROL; TO INCLUDE BUT NOT LIMITED TO STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE, INLET PROTECTION, ETC.	1	LS	\$25,000.00	\$25,000.00
6	PAVEMENT MARKINGS	1	LS	\$5,000.00	\$5,000.00
7	RELOCATION OF INSPECTIONS BOOTHS	1	LS	\$850,000.00	\$850,000.00
6	CONTINGENCY	25%	PERCENT	\$399,875.00	\$399,875.00
<b>TOTAL AMOUNT OF ESTIMATE:</b>					<b>\$1,999,375.00</b>

**COST ESTIMATE - CBP PARKING AREA IMPROVEMENTS  
PHARR INTERNATIONAL BRIDGE CUSTOMS FACILITY**

1	CLEARING AND GRUBBING SITE AREA	1	LS	\$25,000.00	\$25,000.00
2	12" LIME STABILIZED SUBGRADE (6% LIME). TO INCLUDE ALL MIXING, PULVERIZATION, WATERING, DISKING, GRADING, SHAPING AND COMPACTION. ALL COMPLETE IN PLACE.	4,200	SY	\$20.00	\$84,000.00
3	12" FLEXIBLE BASE (CALICHE) INCLUDING INSTALLATION, COMPACTION AND SHAPING TO FINAL GRADE. ALL COMPLETE IN PLACE. (8" LIFTS)	4,200	SY	\$15.00	\$63,000.00
4	CONCRETE CURB & GUTTER 4,000 PSI CONCRETE, AND STEEL REINFORCMENT. ALL COMPLETE IN PLACE.	1,200	LF	\$15.00	\$18,000.00
5	EROSION AND SEDIMENTATION CONTROL; TO INCLUDE BUT NOT LIMITED TO STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE, INLET PROTECTION, ETC.	1	LS	\$25,000.00	\$25,000.00
6	PAVEMENT MARKINGS	1	LS	\$15,000.00	\$15,000.00
6	CONTINGENCY	25%	PERCENT	\$57,500.00	\$57,500.00
<b>TOTAL AMOUNT OF ESTIMATE:</b>					<b>\$287,500.00</b>



**AGENDA ITEM REQUEST**

MEETING DATE: 06-02-15  
INITIATED BY: FRED BROUWEN DEPARTMENT: BRIDGE  
AGENDA ITEM: 2015 GOLF TOURNAMENT SPONSORSHIP

*For Fred Brouwen  
5/28/15*

PARTY MAKING THE REQUEST: TEXAS INTERNATIONAL PRODUCE ASSOCIATION

NATURE OF THE REQUEST: SPONSORSHIP

**BUDGET:**

EXPENDITURE REQUIRED: \$ 1,000

CURRENT BUDGET: \$ 33,782.40

ADDITIONAL FUNDING: \$ N/A

**ROUTING:**

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

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

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

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

**APPROVAL:**

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

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

ASSISTANT CITY MANAGER: *[Signature]*

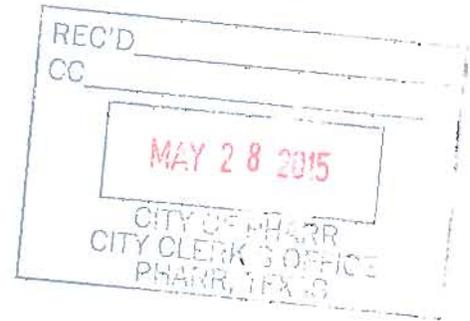
DATE: 5/29/15

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

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

**STAFF RECOMMENDATION:**

**THE PHARR BRIDGE IS REQUESTING THE APPROVAL FOR THE 2015 GOLF TOURNAMENT SPONSORSHIP, APPROVED BY BRIDGE BOARD MEMBERS ON MAY 20, 2015.**





**TEXAS**  
EST. 1942  
International  
Produce Association

**2015**

# GOLF TOURNAMENT

**MCALLEN COUNTRY CLUB, 615 WICHITA AVE, MCALLEN, TX | FRIDAY JUNE 19, 2015**

## TIME

**11:30 AM .... REGISTRATION AND LUNCH.  
1:00 PM ..... SHOTGUN START, RAIN OR SHINE!!**

## COST

**\$150/PLAYER**  
FEE INCLUDES LUNCH, GREEN FEE, GOLF CART, PRIZES,  
BEVERAGES AND SNACK.

## FORMAT

**FORMAT WILL BE A 4-MAN SCRAMBLE.**

Sign up your four man team or sign up as a single and we will place you on a team. Entire team must appear on one entry form. Team handicap will be determined by adding all players' handicap and multiplying by 20%; maximum team handicap allowed will be 15. Team handicap to be deducted from recorded score to determine net team score. Handicaps should be verifiable. Prizes will be awarded to 1st and 2nd place net teams and 1st and 2nd place gross teams.

**THREE WAYS TO REGISTER | FOR QUESTIONS, CALL: 956.581.8632**

**1. FAX** 956.581.3912

**2. MAIL** Texas International Produce Association  
901 Business Park Drive, Suite 500  
Mission, Texas 78572

**3. EMAIL** lilly.garcia@texipa.org

### REGISTRATION:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

ARE YOU REGISTERING AS A:  TEAM OR  SINGLE

### TEAM MEMBER NAMES:

1. \_\_\_\_\_ Handicap: \_\_\_\_\_

2. \_\_\_\_\_ Handicap: \_\_\_\_\_

3. \_\_\_\_\_ Handicap: \_\_\_\_\_

4. \_\_\_\_\_ Handicap: \_\_\_\_\_

### ADD SOME FUN TO YOUR GAME:

TIGER DRIVE ON #11: \$20/IND | \$80/TEAM \$ \_\_\_\_\_  
(MAX 4 PER TEAM)

FORWARD HOLE ON #7: \$20/IND | \$80/TEAM \$ \_\_\_\_\_  
(MAX 4 PER TEAM)

FORWARD HOLE ON #14: \$20/IND | \$80/TEAM \$ \_\_\_\_\_  
(MAX 4 PER TEAM)

MULLIGANS (PUTTING ONLY): \$20/IND | \$80/TEAM \$ \_\_\_\_\_  
(MAX 8 PER TEAM)

AMOUNT FOR REGISTRATION: \$150/IND | \$600/TEAM \$ \_\_\_\_\_

**TOTAL AMOUNT DUE: (NO REFUNDS OR RAIN CHECKS) \$ \_\_\_\_\_**

By Check: Make payable to "Texas International Produce Association"

By Credit Card:  Visa  Mastercard  American Express

Cardholder's Name: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Expiration Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ CSC #: \_\_\_\_\_

2015

# GOLF TOURNAMENT SPONSORSHIP OPPORTUNITIES

## SPONSORSHIP LEVELS:

### DIAMOND SPONSOR

\$3,000—4 entries into the golf tournament, exclusive single hole sponsorship, company logo on all signage at the event, verbal recognition and the option to insert up to 2 items in the swag bag.

### GOLD SPONSOR

\$2,000—3 entries into the golf tournament, shared hole sponsorship, company logo on all signage at the event.

### SILVER SPONSOR

\$1,000—2 entries into the golf tournament, shared hole sponsorship, company logo on all signage at the event.

### BRONZE SPONSOR

\$750—1 entry into the golf tournament, shared hole sponsorship, company logo on all signage at the event.

### HOLE SPONSOR

\$250—Shared hole sponsorship and company name on all signage at the event.

### SWAG BAG SPONSOR (2)

\$1,500—SWAG Bag with company logo for each participant.

### LUNCH SPONSOR (2)

\$2,000—Food for all the participants on the course and verbal recognition at the event.

### SHIRT SPONSOR (2)

\$1,500—Company logo on the participant shirts.

### GOLF BALL SPONSOR (1)

\$1,750

## ADDITIONAL OPPORTUNITES:

### BEVERAGE CART (2)

\$2,500—Assorted soft drinks, bottled water, Gatorade and assorted beer for all participants on the course. Sign with company logo on cart.

### LONG DRIVE SPONSORSHIP (2) \$400

### CLOSET TO THE PIN SPONSORSHIP (2) \$400

### DOOR PRIZE DONATION

List of Item(s):

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

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

TOTAL AMOUNT DUE: (NO REFUNDS OR RAIN CHECKS) \$ \_\_\_\_\_

By Check: Make payable to "Texas International Produce Association"

By Credit Card:  Visa  Mastercard  American Express

Cardholder's Name: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ CSC #: \_\_\_\_\_



## QUESTIONS? CONTACT LILLY GARCIA AT:

Phone: 956.581.8632 | Fax: 956.581.3912 | Email: lilly.garcia@texipa.org  
MAIL CHECK TO: 901 Business Park Drive, Suite 500 – Mission, Texas 78572



**AGENDA ITEM REQUEST**

*For Fred Brouwen 5/20/15*

MEETING DATE: 06-02-15  
INITIATED BY: FRED BROUWEN DEPARTMENT: BRIDGE  
AGENDA ITEM: FORO INTERNACIONAL INDEX REYNOSA 2015

PARTY MAKING THE REQUEST: INDEX REYNOSA

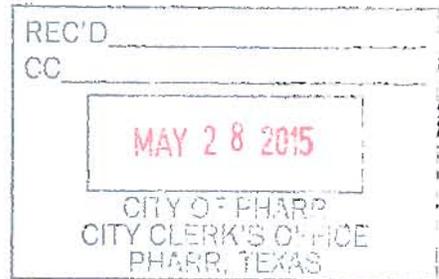
NATURE OF THE REQUEST: SPONSORSHIP

**BUDGET:**

EXPENDITURE REQUIRED: \$ 15,000 (PESOS) \$1,072.00 DOLLARS

CURRENT BUDGET: \$ 33,782.40

ADDITIONAL FUNDING: \$ N/A



**ROUTING:**

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

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

**APPROVAL:**

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

ASSISTANT CITY MANAGER: *[Signature]* DATE: *5/29/15*

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

**STAFF RECOMMENDATION:**

**THE PHARR BRIDGE IS REQUESTING THE APPROVAL FOR THE FORO INTERNACIONAL INDEX REYNOSA 2015 SPONSORSHIP, APPROVED BY BRIDGE BOARD MEMBERS ON MAY 20, 2015.**



## CARTA INVITACION

**INDEX Reynosa** a través de sus Comités de Comercio Exterior, Finanzas, Medio Ambiente, Salud y Seguridad, Tecnologías de Información y Relaciones Industriales, tiene el agrado de invitarle a participar en su evento anual:

### Foro Internacional INDEX Reynosa 2015

Este magno evento se llevara a cabo el día 22 de Septiembre del 2015 en las instalaciones del Parque Cultural Reynosa en un horario de 7:30 a 17:30 horas, con conferencistas de renombre nacional e internacional.

Nuestro Foro ha logrado convertirse en la sala de exposición de proveedores de servicios y productos más importante en la región y año con año han sido una importante plataforma de impulso para el desarrollo y la economía de nuestra Ciudad.

Por lo anterior, nos complace cordialmente invitarlo a participar con nosotros en alguna de las siguientes 3 categorías:

#### Patrocinador PLATINIUM.

En este rubro podrá contar:

- Stand de 4m x 2m.
- Acceso al stand para 4 personas ( incluyendo a las edecanes).
- Acceso a las conferencias.
- Oportunidad de dar a conocer sus productos y servicios de la industria maquiladora durante todo el evento.
- El costo del Stand es de 35,000 pesos más IVA.

#### BASES:

- Se solicitara se liquide el 100% el costo total.
- La fecha llmite de pago es 31 de Mayo del 2015.
- Se asignara el stand una vez confirmado el pago.

Adicional a esto lo invitamos a Participar como patrocinador VIP con los siguientes beneficios:

- Invitación para la cena de gala la noche previa al foro, el 21 de septiembre.
- Publicidad dentro del salón.
- Acceso a la cena de gala para 4 personas.

El costo VIP es de **50 mil pesos. Mas IVA.** ( Incluye patrocinador Premium )

## **Patrocinador GOLD.**

En este rubro podrá contar:

- Stand de 4m x 2m.
- Acceso al stand para 4 personas ( incluyendo edecanes)
- Acceso a las conferencias.
- Oportunidad de dar a conocer sus productos y servicios de la industria maquiladora durante todo el evento
- El costo del Stand es de 25,000 pesos más IVA.

### **BASES:**

- Se solicitara se liquide el 100% el costo total.
- La fecha límite de pago es 31 de Mayo del 2015.
- Se asignara el stand una vez confirmado el pago.

## **Patrocinador PREMIUM**

En este rubro podrá contar:

- Stand de 3m x 2m.
- Acceso al stand para 2 personas ( incluyendo edecanes)
- Acceso a las conferencias.
- Oportunidad de dar a conocer sus productos y servicios de la industria maquiladora durante todo el evento
- El costo del Stand es de 15,000 pesos más IVA.

### **BASES:**

- Se solicitara se liquide el 100% el costo total.
- La fecha límite de pago es 31 de Mayo del 2015.
- Se asignara el stand una vez confirmado el pago.

Esperando contar con su amable participación, nos reiteramos a sus ordenes.

Atentamente.

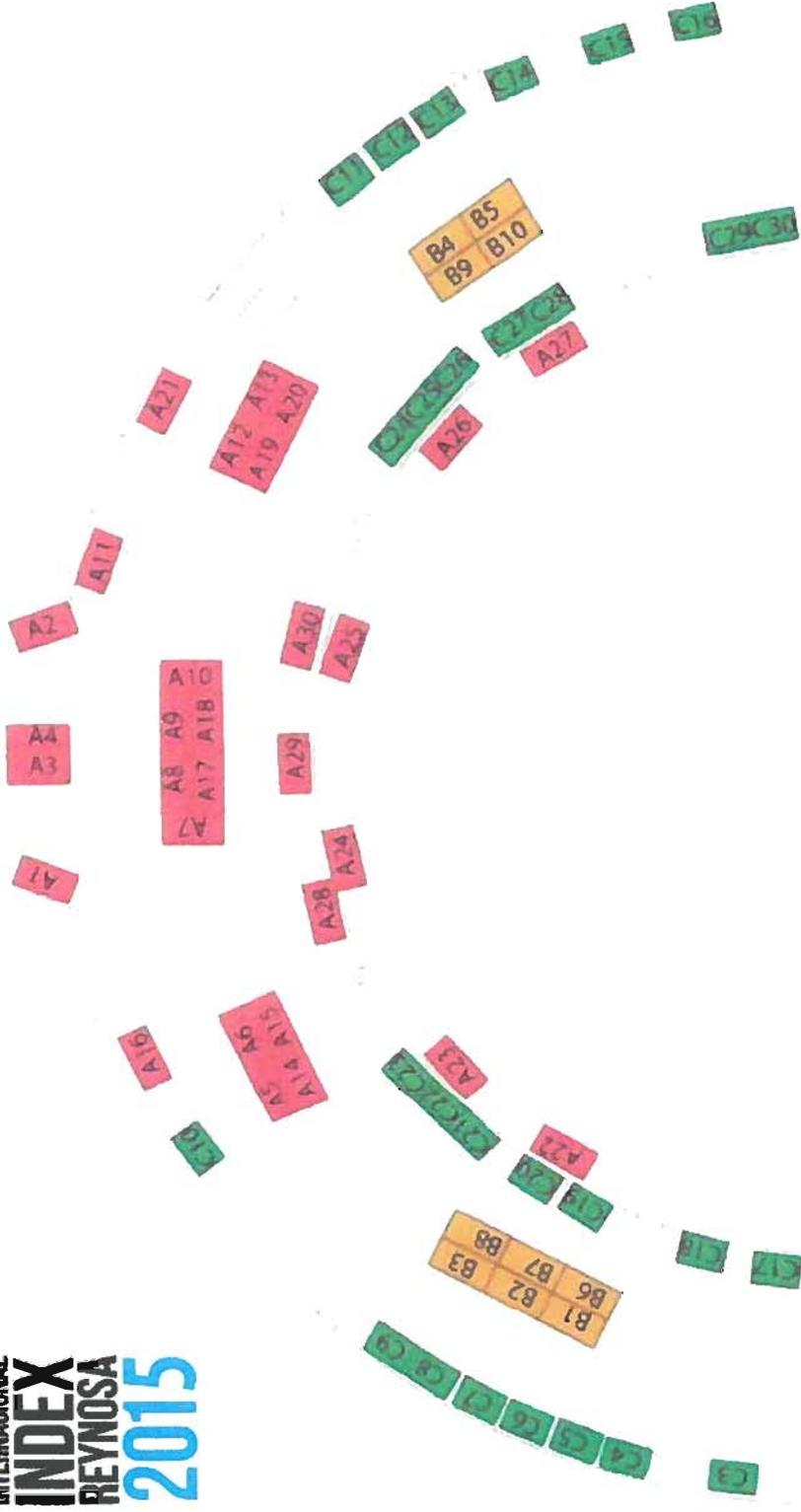


**FORO**  
INTERNACIONAL  
**INDEX**  
REYNOSA  
**2015**

Comité Organizador



**FORO**  
INTERNACIONAL  
**INDEX**  
REYNOSA  
**2015**



- 30 stands de 4x2
- 10 stands de 4x2
- 30 stands x 3x2



**AGENDA ITEM REQUEST**

*Request for Freddy Brouwen 5/28/15*

MEETING DATE: 06-02-15  
INITIATED BY: FRED BROUWEN DEPARTMENT: BRIDGE  
AGENDA ITEM: 2ND ANNUAL PHARR POLICE ATHLETIC LEAGUE FISHING TOURNAMENT  
SPONSORSHIP

PARTY MAKING THE REQUEST: PHARR POLICE  
NATURE OF THE REQUEST: SPONSORSHIP

**BUDGET:**

EXPENDITURE REQUIRED: \$ 1,000  
CURRENT BUDGET: \$ 33,782.40  
ADDITIONAL FUNDING: \$ N/A

REC'D \_\_\_\_\_  
CC \_\_\_\_\_  
**MAY 28 2015**  
CITY OF PHARR  
CITY CLERK'S OFFICE  
PHARR, TEXAS

**ROUTING:**

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

**APPROVAL:**

DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_  
ASSISTANT CITY MANAGER: *[Signature]* DATE: *5/28/15*  
CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF RECOMMENDATION:**

**THE PHARR BRIDGE IS REQUESTING THE APPROVAL FOR THE 2<sup>ND</sup> ANNUAL PHARR POLICE ATHLETIC LEAGUE FISHING TOURNAMENT SPONSORSHIP, APPROVED BY BRIDGE BOARD MEMBERS ON MAY 20, 2015.**



**City of Pharr – Police Athletic League**  
413 East Clark  
Pharr Texas 78577  
Office: 956-402-4725  
www.pharrpal.com



Wednesday, April 1, 2015

**RE: Fishing Tournament June 6<sup>th</sup>, 2015**

**Staff:**

**Executive Director**  
Roel Garza, CPM  
956-533-7666 Cell Number  
Roelgarza@pharr.tx.gov

**P.A.L. Coordinator Officer**  
Juan Carlos "JC" Aguirre  
Pharr Police Department  
956-929-2816 Cell  
jc.aguirre@pd.pharr.tx.gov

**Board Officers:**

**President:**  
Ruben Villescas

**Vice President:**  
Jaime Lopez

**Secretary:**  
Robert Garcia

**Treasurer:**  
Juan Guerra

**Board Members:**

Comin, Oscar Elizondo  
Gerardo "Jerry" Jackson  
Orlando Javier Garcia  
Jaime Chavarri  
Becky Brooks

Dear Sir/Madam:

Greetings from the City of Pharr Police Athletic League. PAL is a recreational oriented youth crime prevention program that emphasizes athletics and other recreational activities with the intention to encourage youth to stay away from negative lifestyle choices such as gangs, drugs and criminal activities by offering positive, healthy experiences with law enforcement.

P.A.L. was established in September 2012 and became affiliated with the National Police Athletic League in December 2012. Our mission is to provide youth civic, athletic, recreational opportunities, educational opportunities and resources to create trust and understanding with police officers. Our vision is for an exciting P.A.L. Program that will be sustained through creativity, diversity, and networking with our youth and their parents.

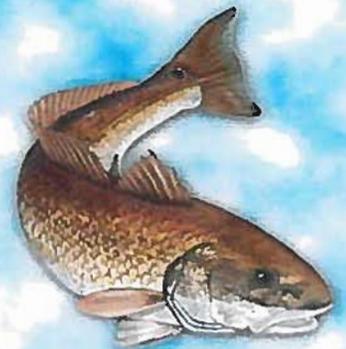
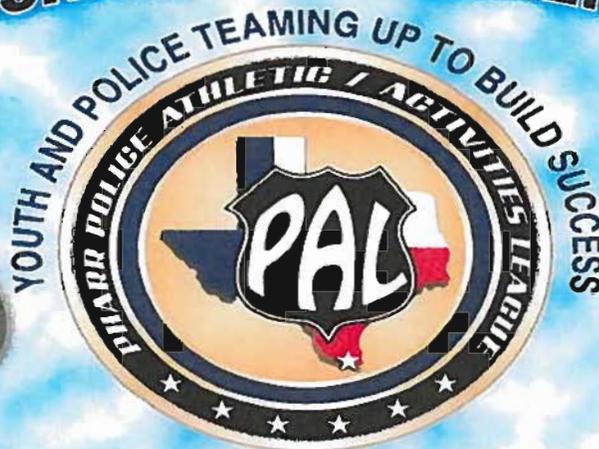
The City of Pharr P.A.L. program is a 501 (c) 3 non-profit entity which relies on the generosity of the community and other partners to fund P.A.L. services. P.A.L. offers the following sports programs: Softball, Pony Baseball, Boys and Girls Soccer, Boys and Girls Basketball, Tennis, Volleyball, Boxing, Rugby, Flag Football and Tackle Football.

City of Pharr Police Athletic League will be hosting its 2<sup>nd</sup> Annual Fishing Tournament to be held in Port Mansfield on June 6<sup>th</sup>, 2015. We are inviting all fishermen and their families to come out and enjoy a day of fishing and helping our young adults to participate in sports and become more responsible adults. If you would like to help with this event we have boat entry of \$250, three different sponsorship levels or any monetary donation will be accepted. Your support will help our P.A.L. program in continuing our pursuit of our mission. I wish to **"Thank You"** for your consideration of this solicitation and May God Bless You. If you are interested in volunteering, please feel free to come by our office and fill out a coach application. Any questions call us at 956-402-4725, Officer Danny Garcia 956-648-6264 or Officer JC Aguirre 956-929-2816 if you have any questions regarding our programs.

Respectfully,

Roel Garza  
Executive Director  
roel.garza@pharr-tx.gov

# 2ND ANNUAL PHARR POLICE ATHLETIC LEAGUE FISHING TOURNAMENT



## JUNE 6, 2015

**WHERE:** PORT MANSFIELD CHAMBER OF COMMERCE PAVILION  
101 E. PORT DRIVE PORT MANSFIELD, TX

**TIME:** 5:00AM TO 12:00PM  
ALL BOATS MUST BE INSPECTED BEFORE LEAVING THE DOCK, STARTING AT 5:00AM  
TOURNAMENT STARTS AT 5:00AM BOATS MUST BE IN LINE TO WEIGH FISH BY 12:00PM

**FEE:** BOAT ENTRY \$250.00

**TEAM:** 4 ANGLERS PER BOAT • NO LICENSED GUIDES ALLOWED

CASH PRIZES PER CATEGORY FOR 1ST, 2ND, 3RD PLACE IN RED FISH, TROUT AND FLOUNDER

1ST PLACE \$1000.00, 2ND PLACE \$750.00, 3RD PLACE \$500.00

HEAVIEST RED - UNDER 28 INCHES (FISH MUST COMPLY WITH TEXAS PARK & WILDLIFE BAG AND LENGTH)

HEAVIEST TROUT - UNDER 25 INCHES (FISH MUST COMPLY WITH TEXAS PARK & WILDLIFE BAG AND LENGTH)

HEAVIEST FLOUNDER (FISH MUST COMPLY WITH TEXAS PARK & WILDLIFE BAG AND LENGTH)

**TACKLE:** \$400.00 FOR THE HEAVIEST STRINGER- 3 REDS, 5 TROUT, 1 FLOUNDER  
LURES, "LIVE BAIT" AND CUT BAIT WILL BE PERMITTED.

PRE - REGISTRATION FORMS CAN BE PICKED UP AT P.A.L. OFFICE  
413 E. CLARK PHARR, TX 956-402-4725

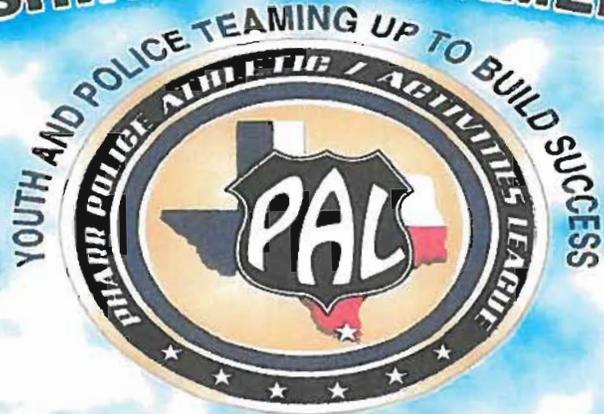
FOR MORE INFO. CONTACT: DANNY GARCIA AT 956-648-6264 OR AT [danny.garcia@pd.pharr-tx.gov](mailto:danny.garcia@pd.pharr-tx.gov)



[www.pharrpal.com](http://www.pharrpal.com)



# 2ND ANNUAL PHARR POLICE ATHLETIC LEAGUE FISHING TOURNAMENT



**JUNE 6, 2015**  
Port Mansfield Chamber of Commerce Pavilion  
101 E. Port Drive Port Mansfield, Tx

## Registration Form

Registration fee includes Anglers Gathering, Award Ceremony Dinner and Refreshments at Port Mansfield Chamber of Commerce Pavilion.

Registration: \$250.00 (Boat Entry)

**\$250.00 Boat Entry**

Team Name: \_\_\_\_\_

Participants Name(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Second Annual Pharr Police Athletic League Fishing Tournament Anglers Gathering

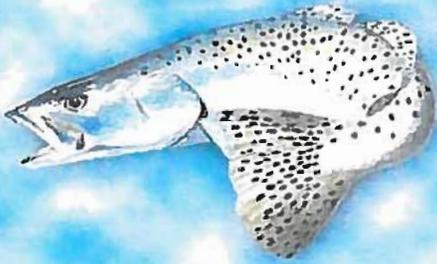
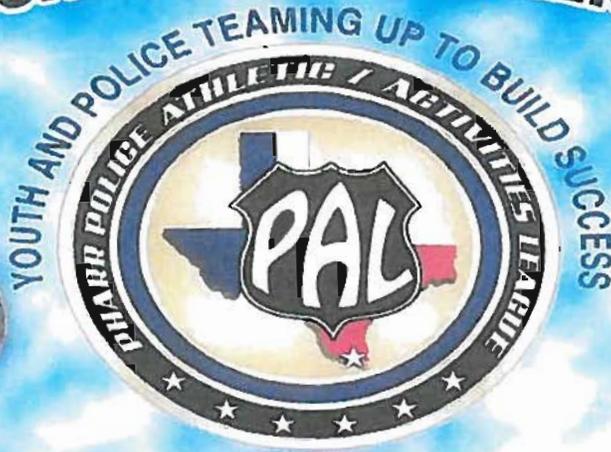
The Pharr Police Athletic League would like to welcome all participants to our First Annual Anglers Gathering at Port Mansfield Chamber of Commerce Pavilion on June 5, 2015 @ 6:00 P.M.

\$1,000  Red Fish Sponsor: 2 Boat entries, Social Media, Radio and print AD.

\$750  Trout Sponsor: 2 Boat entries, Social Media, Print AD advertisement.

\$500  Flounder Sponsor: 1 Boat entry and Social Media advertisement.

# 2ND ANNUAL PHARR POLICE ATHLETIC LEAGUE FISHING TOURNAMENT



## JUNE 6, 2015

Port Mansfield Chamber of Commerce Pavilion  
101 E. Port Drive Port Mansfield, Tx

### SPONSORSHIP OPPORTUNITIES



**RED FISH SPONSOR \$1,000.00**

2 boat entries  
Social Media  
Radio and print AD advertisement



**TROUT FISH SPONSOR \$750.00**

2 boat entries  
Social Media  
Print AD advertisement



**FLOUNDER FISH SPONSOR \$500.00**

1 boat entry  
Social Media

For more info. contact: Danny Garcia at 936-648-6264 or [danny.garcia@pd.pharr-tx.gov](mailto:danny.garcia@pd.pharr-tx.gov) | PAL Office 936-402-4725  
Make checks payable to City of Pharr PAL



## Liability Disclaimer

For

City of Pharr Police Athletic League does not provide liability insurance for the protection of individuals, groups, organizations, business, spectators, or others who may participate in the 2<sup>nd</sup> Annual Pharr Police Athletic League Fishing Tournament.

In consideration for your participation in the 2<sup>nd</sup> Annual Pharr Police Athletic League Fishing Tournament, the individual, group, organization, business, spectator or other, does hereby release and forever discharge Pharr Police Athletic League, its officers, board, employees, jointly and severally from any and all actions, cause of actions, claims, and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the 2<sup>nd</sup> Annual Pharr Police Athletic League Fishing Tournament.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or state providing substance that release shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at this time, to the person executing such release are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators, and assigns, to indemnify Pharr Police Athletic League, board and employees, joins and severally from any and all actions causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the 2<sup>nd</sup> Annual Pharr Police Athletic League Fishing Tournament.

It is further understood and agreed that said participation in the 2<sup>nd</sup> Annual Pharr Police Athletic League Fishing Tournament is not construed as an admission of any liability and acceptance of assumption of responsibility by the Pharr Police Athletic League, its officers, board and employees, jointly and severally, for all damages and expenses for which Pharr Police Athletic League, its officers, board and employees, become liable as a result of any alleged act of the fishing tournament participant.

\_\_\_\_\_

Team Name

\_\_\_\_\_

Date

Name of Individuals Responsible (Print and Sign)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_



**AGENDA ITEM REQUEST**

*for Fred Brouwen  
5/20/15*

MEETING DATE: 06-02-15  
INITIATED BY: FRED BROUWEN DEPARTMENT: BRIDGE  
AGENDA ITEM: 2015 HAVANA NIGHTS SPONSORSHIP

PARTY MAKING THE REQUEST: BOYS AND GIRLS CLUB OF PHARR

NATURE OF THE REQUEST: SPONSORSHIP

**BUDGET:**

EXPENDITURE REQUIRED: \$ 1,000

CURRENT BUDGET: \$ 33,782.40

ADDITIONAL FUNDING: \$ N/A

**ROUTING:**

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

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

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

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

**APPROVAL:**

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

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

ASSISTANT CITY MANAGER: *[Signature]*

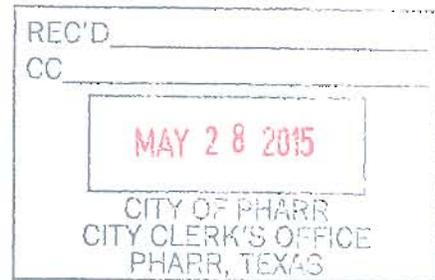
DATE: *5/20/15*

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

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

**STAFF RECOMMENDATION:**

**THE PHARR BRIDGE IS REQUESTING THE APPROVAL FOR THE 2015 HAVANA NIGHTS SPONSORSHIP, APPROVED BY BRIDGE BOARD MEMBERS ON MAY 20, 2015.**



# HAVANA NIGHTS

MAY 7, 2015 | 6:30P-11:30P

ENJOY  
FRESH CIGARS

MUSIC BY:

# ACHE DE BARRIO

ENJOY FREE WINE, CUBA LIBRES, & MOJITOS  
FREE FOOD PROVIDED BY LOCAL RESTAURANTS  
TO BENEFIT THE BOYS AND GIRLS CLUB OF PHARR

JOIN US AT  
VALENCIA EVENT CENTER  
3012 S. JACKSON RD.  
MCALLEN, TX 78503

FOR INFORMATION CALL  
EDDIE CANTU @ 956.454.7247



BOYS & GIRLS CLUB  
OF PHARR

VALENCIA  
EVENT CENTER



**BOYS & GIRLS CLUB  
OF PHARR**

1026 S. Fir Street  
Pharr, TX 78577  
(956) 781-KIDS (5437)  
(956) 781-0837-Fax  
e-mail: [fmata@pharrkids.org](mailto:fmata@pharrkids.org)  
[www.pharrkids.org](http://www.pharrkids.org)

**Board of Directors:**

Nora Cano,  
*Chief Volunteer Officer*

Eduardo Cantu,  
*Vice-President*

Albert Cardenas,  
*Treasurer*

Felipe Cavazos,  
*Secretary*

Oscar Vera,  
*Past Board President*

Francisco Marin  
Victor Carrillo, Jr.  
Juan Carlos "J.C." Aguirre  
Oscar Elizondo, Jr.  
Hector Guerra, Jr., M.D.  
Albert Perez  
David Garza  
Gerardo Jackson

Alfredo "Freddy" Mata, Jr.,  
*Executive Director/C.P.O.*

Stephanie Leal,  
*Director of Operations*

**Afterschool Sites**  
Boys & Girls Club of Pharr Unit  
Las Milpas Unit

**School Sites**  
Lopezville Unit  
Sunset Terrace Unit  
Cesar Chavez Unit  
Palmer Unit  
Buckner Elementary Extension

March 24, 2015

Dear Perspective Sponsor,

The Board of Directors and staff of the Boys & Girls Club of Pharr proudly present **Havana Nights 2015**, featuring Cuban cuisine, live music by Ache de Barrio, group dancing and silent auction to be held on **Thursday, May 7, 2015** at the Valencia Event Center.

- **Did you know** that in 2014, over 8,000 youth and teens participated in our in-school, afterschool programs and special events through 14 club sites, with an Average Daily Attendance of 925.
- **Did you know** that we provide programs in five core program areas: Education and Career Dev. (\$72,000 in scholarship \$\$ was awarded), Character and Leadership Dev., Health & Life Skills, afterschool feeding program (109,501 served in 2014) and the Arts.
- **Did you know** that 86% of our club members come from extremely low or low and moderate household incomes?
- **Did you know** that in their adult life, 67% of former members said the club is where they learned to "say no" to drugs.

For these reasons and more, you are cordially invited to attend and sponsor this year's fundraiser, **Havana Nights 2015!** Please join us for fun, food, silent auction, dancing and fresh cigars. Your Investment will assist us in providing Youth Development Programs to our Club Members by ensuring the future of Pharr's kid's through our New Building Fund. Best of all, 100% of your donation will stay her in our community and go directly to serve youth and teens.

Our goal is to raise over \$75,000. Please allow this letter to serve as a formal request from the Boys & Girls Club of Pharr for your monetary support. Enclosed you will find a registration brochure with the appropriate information.

And in the words of James Baldwin *"For they are our children, we will either profit by or pay for whatever they become."*

If you have any questions or need additional information, please contact Eddie Cantu at (956) 454-7247 or Freddy Mata at (956) 655-9108.

Respectfully,

**Alfredo "Freddy" Mata, Jr.**  
Executive Director/C.P.O.  
Boys & Girls Club of Pharr



United Way of South Texas.  
Serving Hidalgo & Starr Counties

**GREAT FUTURES START HERE.**

# 2015 Havana Nights

May 7, 2015

## Sponsorship Opportunities (please check)

### \_\_\_ Title Sponsor \$10,000

Up to 3 V.I.P. Tables (30 tickets to the Event)

Cigars to smoke

Recognition in Advertisements as Title Sponsor

Recognition in Event Program

Company banner displayed at event

City of Pharr Channel Recognition

Newsletter and Website Recognition

Annual Meeting Recognition

### \_\_\_ Diamond Sponsor \$5,000

Up to 2 V.I.P. Tables (20 tickets to the Event)

Cigars to smoke

Recognition in Media Advertisements

Recognition in Event Program

Company banner displayed at event

City of Pharr Channel Recognition

Newsletter and Website Recognition

Annual Meeting Recognition

### \_\_\_ Platinum Sponsor \$2,500

1 V.I.P. Table (10 tickets to the Event)

Cigars to smoke

City of Pharr Channel Recognition

Newsletter and Website Recognition

Annual Meeting Recognition

### \_\_\_ Gold Sponsor \$1,000

½ V.I.P. Table (4 Tickets to the Event)

City of Pharr Channel Recognition

Newsletter and Website Recognition

Annual Meeting Recognition

### \_\_\_ Silver Sponsor \$500

2 Tickets to the Event

Newsletter and Website Recognition

\_\_\_ **Food Contribution** (Restaurants provide food/appetizers for 250 people)

(Description of Food Contribution) \_\_\_\_\_

\_\_\_ **Silent Auction Item Contribution**

(Description and value of donated item) \_\_\_\_\_

### Please provide your information below

Sponsor Name (Company and/or Individual): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**We accept cash, check or credit card.**

**Please contact Eddie Cantu (956) 454-7247 or  
Freddy Mata (956) 655-9108 for your preferred method of payment.**



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, TRMC City Clerk

**Subject:** Agenda Item – authorizing advertisement for the sale and/or auction of property legally described as Lot 9, Block 44, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

**Date:** June 2, 2015

---

No backup information is needed for this item.

Thank you.



**AGENDA ITEM REQUEST**

MEETING DATE: 05/27/15

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

AGENDA ITEM: To get permission to advertise for bids for Health Insurance Services for FY ~~14~~ <sup>15</sup> ~~16~~

PARTY MAKING THE REQUEST: Juan G. Guerra, CFO

NATURE OF THE REQUEST: \_\_\_\_\_

**BUDGET:**

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

**ROUTING:**

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

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

FINANCE/PURCHASING: Juan G. Guerra

DATE: 5/27/15

**APPROVAL:**

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

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

ASSISTANT CITY MANAGER: [Signature]

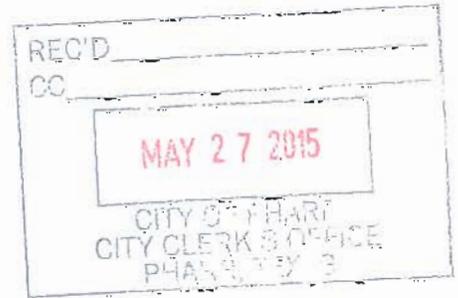
DATE: 5/27/15

CITY MANAGER: [Signature]

DATE: 5/27/15

**STAFF RECOMMENDATION:**

To advertise for bids for Health Insurance Services





**Pharr**  
**Administration**  
interoffice  
**MEMORANDUM**

**To:** Mayor and City Commission  
**From:** Hilda Pedraza, TRMC City Clerk  
**Subject:** Agenda Item – appointing interim City Manager  
**Date:** June 2, 2015

---

This item will be discussed in closed session.

Thank you.



**AGENDA ITEM REQUEST**

MEETING DATE: 05-27-15 *John Fred Brouwen 5/27/15*

INITIATED BY: FRED BROUWEN DEPARTMENT: BRIDGE

AGENDA ITEM: AUTHORIZATION FOR INTERLOCAL AGREEMENT WITH CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

PARTY MAKING THE REQUEST: CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

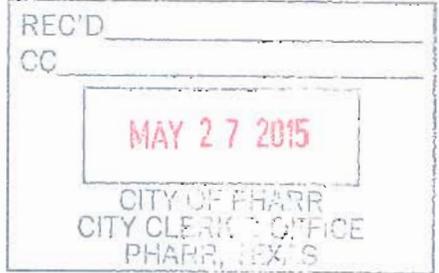
NATURE OF THE REQUEST: AGREEMENT

**BUDGET:**

EXPENDITURE REQUIRED: \$ N/A

CURRENT BUDGET: \$ N/A

ADDITIONAL FUNDING: \$ N/A



**ROUTING:**

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

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

**APPROVAL:**

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

ASSISTANT CITY MANAGER: *[Signature]* DATE: *5/27/15*

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

**STAFF RECOMMENDATION:**

THE PHARR BRIDGE IS REQUESTING THE AUTHORIZATION FOR INTERLOCAL AGREEMENT WITH CAMERON COUNTY MOBILITY AUTHORITY. APPROVED BY BRIDGE BOARD MEMBERS ON MAY 20, 2015.

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Cameron County Regional Mobility Authority ("CCRMA"), a political subdivision of the State of Texas, and the City of Pharr, Texas (the "City"), (collectively, the "Parties").

### RECITALS

**WHEREAS**, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 et seq.; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, the CCRMA currently operates the SH 550 Toll Project and plans to develop and operate future toll projects in Cameron County (the "CCRMA Projects"); and

**WHEREAS**, the City currently operates the Pharr-Reynosa International Toll Bridge (the "Pharr Bridge") pursuant to Chapter 367 of the Texas Transportation Code; and

**WHEREAS**, the Pharr Bridge and the CCRMA Projects both utilize electronic toll collection systems that employ transponder devices to collect tolls (the "ETC Systems") from customers of the City and the CCRMA; and

**WHEREAS**, the City has made available and issued such transponders to customers who use the Pharr Bridge (the "Pharr Bridge Transponders"); and

**WHEREAS**, a significant number of vehicles utilizing Pharr Bridge Transponders travel on and incur toll transactions on CCRMA Projects but are not registered as CCRMA customers, making it difficult for the CCRMA to collect toll charges from these vehicles; and

**WHEREAS**, the Parties agree that it will be to their mutual benefit to engage in a collective approach to the collection of tolls for the use of CCRMA Projects incurred by customers with Pharr Bridge Transponders; and

**WHEREAS**, the Parties agree that it would be to their mutual benefit to operate their respective ETC Systems in an interoperable manner for the purpose of exchanging toll transactions generated by their respective customers.

NOW, **THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

## **AGREEMENT**

- 1. Operation of Interoperability System.** The Parties agree to operate a system that includes interoperable interfaces as part of their respective ETC Systems in addition to using applicable and compatible electronic tag devices. The Parties further agree to operate the necessary interoperable components of their toll collection systems in accordance with the Texas Interoperability Business Rules ("IOPHub IBRs"), attached hereto as Exhibit "A", and the Texas Interoperability Interface Control Documents ("ICDs"), attached hereto as Exhibit "B". The IOPHub IBRs and the ICDs are primarily governed by underlying agreements between the various toll authorities around the State (the "Interoperable Authorities") and their consultants and the Statewide Interoperability of Toll Collection Systems Agreement. Any amendments to the IOPHub IBRs or ICDs made pursuant to those underlying agreements shall not apply to this Agreement unless approved by written agreement of the Parties. As their business needs change the Parties agree to review the IOPHub IBRs and ICDs periodically for possible modifications.
- 2. Data Transfer.** The Parties agree to exchange data in accordance with the requirements of the IOPHub IBRs and the ICDs.
- 3. Pharr Bridge System Matched Transactions.**

  - (a) The CCRMA agrees to operate the ETC Systems on the CCRMA Projects in a manner that allows for recognition of the Pharr Bridge Transponders. Upon recognition of a Pharr Bridge Transponder on a CCRMA Project, the transaction will be transmitted to the CCRMA for processing. The CCRMA will then transmit the summary compiled by the CCRMA Project Host Server ("PHS") of the applicable toll transactions to the City. These transactions are referred to as "System Matched Transactions" and will be identified in such a way that the City can identify these transactions on its customers' toll statements.
  - (b) The City agrees to specifically identify these transactions on its customers' toll statements and inform its customers that they must review such transactions and notify the CCRMA of any toll charges inconsistent with actual travel within thirty (30) days of their toll statement date. The CCRMA must give its prior written approval to the form of the City's communications with respect to such transactions before the City utilizes the communications with the City's customers.
- 4. Transaction Fee.** The "Transaction Fee" to be paid by CCRMA to the City for processing and collecting transactions of the holders of Pharr Bridge Transponders for use of CCRMA Projects shall be fifteen percent (15%) of the initial toll charge

posted to a customer's account. There shall be no Transaction Fee for adjustments or corrections to the initial posted toll charge to a customer's account. The CCRMA will impose its standard toll rate as its toll charge on City customers and the City shall deduct the Transaction Fee from that amount. The Parties may agree to an additional transaction fee to be imposed on those transactions that fall outside of the normal scope of collection procedures, and require additional collection efforts. The City will refer customers to the CCRMA to perform all research and dispute resolution involving the interoperable transactions. In cases where the City must perform action outside of the normal course of customer maintenance, such as providing documentation, additional research and staff time, the City may request an additional transaction fee to be imposed on the select customer transactions. The City must provide written documentation evidencing the additional collection efforts for justification of additional transaction fees imposed prior to performing the work, and the work shall not be performed unless the CCRMA has agreed to the work and the additional transaction fees in writing. From the effective date of this Agreement at a minimum of once annually, the Parties may review the Transaction Fee for possible adjustment pursuant to an amendment to this Agreement.

5. **Payment of Transaction Fees and Reconciliation.** The City will reconcile transactions on a monthly basis, and agree to pay, or cause to be paid, any funds collected on behalf of the CCRMA within thirty (30) days. The City may deduct the Transaction Fees that are owed prior to transferring toll related funds to the CCRMA. The City shall submit a summary of Transaction Fees charged and collected under this Agreement and shall also present a reconciliation of the related transactions, invoices, and accounts.
6. **Marketing.** Parties at their own expense will engage in marketing activities as each may deem necessary and appropriate to advise their customers of the interoperability of benefits being delivered through this Agreement. The Parties may use each other's name or trademarks in marketing efforts relating to this agreement. A Party that intends to use the other Party's name or trademark in marketing materials will give the other Party a reasonable opportunity to review and comment on such marketing materials before the materials are viewed or issued to the public. Parties agree to allow for joint marketing efforts where those efforts may be mutually beneficial and provide cost savings.
7. **Customer Information.** Each Party will preserve and maintain the information received as to the other Party, if any, and further advise if any confidential information is subject to disclosure. Either party shall at all times act in compliance with applicable laws concerning disclosure, privacy practices, and application regulations. These obligations survive the expiration or termination of this Agreement.
8. **Expanded Interoperability Benefits.** The Parties agree that expanded and further interoperability benefits may be considered pursuant to an amendment to this

Agreement, including without limitation the ability to collect tolls for use of by City from holders of transponders issued by other Interoperable Authorities.

9. **Audit.** Upon reasonable advance notice, the Parties at their own expense, may audit each other's books and records that directly relate to the subject matter of this Agreement.
10. **Termination.** This Agreement may be terminated by (i) mutual agreement of the Parties, (ii) by either Party at any time with or without cause by giving to the other Party thirty (30) days prior written notice of its intent to terminate, or (iii) immediately by either Party upon the failure of the other Party to fulfill its obligations under this Agreement.
11. **Notices.** All written notices, demands, and other papers or documents to be delivered to the Parties under this Agreement shall be delivered by courier, hand delivery, or overnight express mail service, to:

To the CCRMA:           Cameron County Regional Mobility Authority  
                                  1100 E. Monroe – Suite 256  
                                  Brownsville, Texas 78521  
                                  Attn: CCRMA Executive Director

To the City:             Fred Sandoval  
                                  The City of Pharr  
                                  Pharr-Reynosa International Toll Bridge  
                                  9900 S. Cage  
                                  Pharr, Texas 78577

All written notices, demands, and other papers or documents served upon the Parties in the aforesaid manner will be deemed served or delivered for all purposes hereunder immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

11. **Relationship of the Parties.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties and/or any other Party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the Parties hereto. Each Party agrees it is responsible for its actions and the actions of its contractors, employees, representative, and agents. Neither Party waives any powers, rights or defenses it may have under applicable law.
12. **No Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties and their respective successors. Nothing in this Agreement nor in any

approval subsequently provided by either Party hereto will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

13. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of the Parties and their legal successors. Other than as provided in the preceding sentence, neither Party shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Party to this Agreement. Any assignment in violation of this paragraph shall be void and cause a default under this Agreement.
14. **Severability.** If any provision of this Agreement or the application thereof to any entity or circumstance is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
15. **Written Amendments.** Any change in the Agreement, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment by each respective governing body. No amendment to this Agreement shall be of any effect unless in writing and executed by the Parties.
16. **Limitations.** All covenants and obligations of the Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the Parties shall have any personal obligations or liability hereunder.
17. **Authorization.** Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third Party is required to be obtained or made in connection with the execution delivery or performance of this Agreement. Each signatory on behalf of the Parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.
18. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.
19. **Waiver.** No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be

construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the Parties will be a waiver of estoppel of a right, remedy, or condition under this Agreement.

20. **Entire Agreement.** This Agreement when executed constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.
21. **Counter Parts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.
22. **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates shown below, to be effective on the date listed above.

**APPROVED AS TO FORM:**

**CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY**

General Counsel

Pete Sepulveda, *Executive Director*

Date:

**ATTEST:**

**CITY OF PHARR**

Secretary

Fred Sandoval, *City Manager*

Date:

---

The Pruneda Law Firm, PLLC,

*City Attorney*

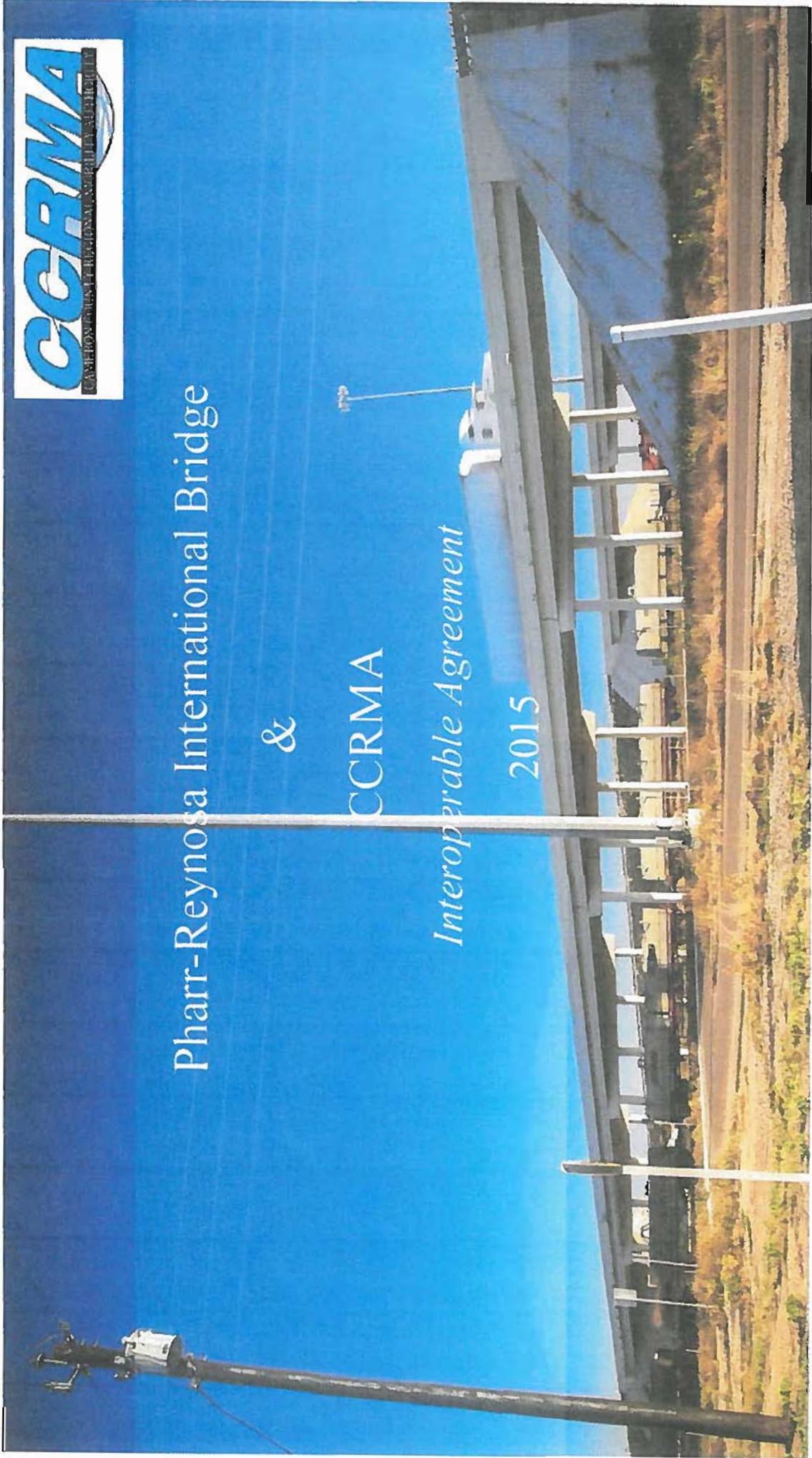
By: Michael Pruneda

**EXHIBIT A**  
**TEXAS INTEROPERABILITY BUSINESS RULES**

**EXHIBIT B**  
**TEXAS INTEROPERABILITY INTERFACE CONTROL DOCUMENTS**



Pharr-Reynosa International Bridge  
&  
CCRMA  
*Interoperable Agreement*  
2015





## Interoperability Agreement Highlights

- 1<sup>st</sup> International Bridge along the Texas/Mexico Border to be Interoperable with a Texas Toll Road
- Potential for future expansion of Interoperability benefits
- Deeper level of customer service for your Bridge customers entering the Port of Brownsville
- CCRMA will provide dedicated staff to service Pharr Bridge customers
- Recognition as a leader in interoperability innovation in Texas
- Additional source of revenue from your bridge customers

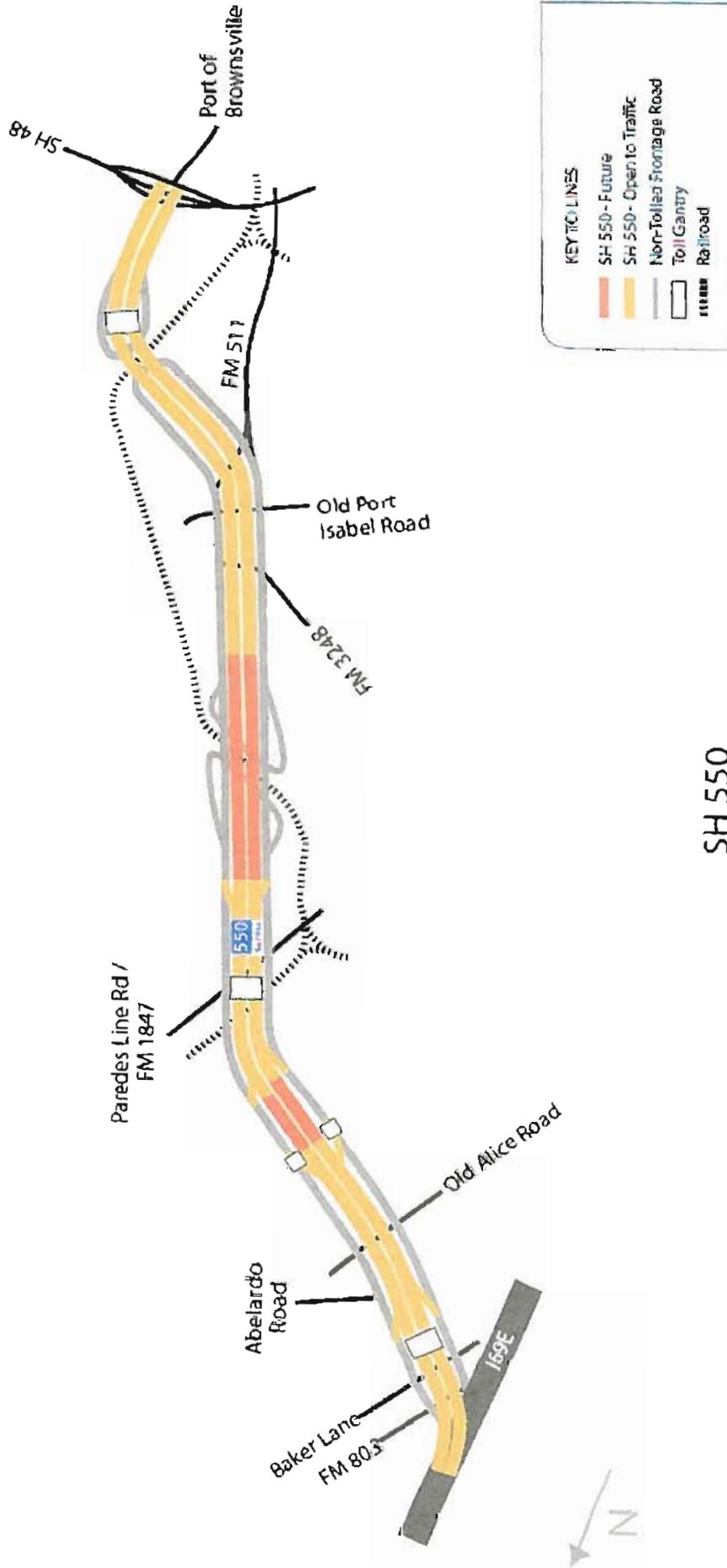


## Transactions and Revenues

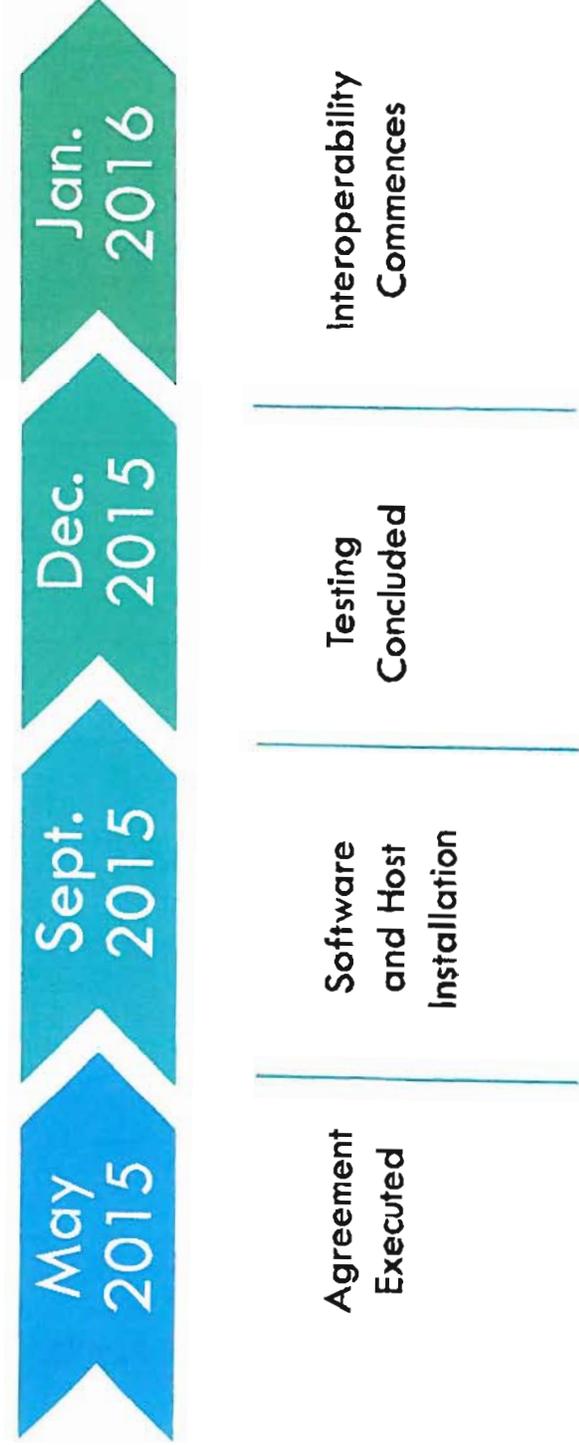
(Actual traffic data)	Transactions	Potential Pharr Bridge Revenue
Oct. 2014 - March 2015	58,335	\$ 16,625
(Estimated traffic data)		Estimated Pharr Bridge Revenue
January - December	Transactions	
2016	156,000	\$ 44,460
2017	171,600	\$ 48,906
2018	188,760	\$ 53,797
<b>Average Toll Rate Charge per transaction:</b>		<b>\$ 1.90</b>



# SH 550 MAP



SH 550



**EXHIBIT A**  
**TEXAS INTEROPERABILITY BUSINESS RULES**



# Toll Interoperability

## Business Requirements

Revision 6.0, Version 1.4

Release Date: February 2, 2012

## **ABSTRACT**

This document contains the business requirements for engaging in toll transaction interoperability, as established by the Interoperability Committee and authorized by the Interoperability Interlocal Agreement (IOP ILA).

These business requirements are revised from time to time by the Interoperability Committee. Interoperability was developed for the sole purpose of coordinating the exchange of toll transactions of multiple organizations that utilize, operate, and manage toll facilities. This document describes what is required of a participating Authority in order to enable and maintain sound business relationships.

Should a question regarding Interoperability operations arise, the then-effective Interoperability Interlocal Agreement (IOP ILA) shall carry with business rules secondary to the IOP ILA.

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## REVISION HISTORY

Date	Revision Version	Author	Description of Modifications
August 2010	5.0, Rev 0	B. Alkire	<p>Changed formatting. Modified requirements per Interoperability Committee Review 7/29/2010.</p>   <p>Interoperable Business Requirement Interoperable Business Requirement</p>
08Sept2010	5.0 Rev 1 (or 5.1, as preferred)	S. Wheeler	HCTRA notes
17Sept2010 - 27Sept2010		B. Alkire	Added comments to HCTRA's notes for review by the committee.
09Dec2010 07Jan2011 14Jan2011	5.0 Rev. 2	B. Alkire R. Silva R. Oldham R. Moore G. Mack J. Bailey R. Jacobson T. Brown K. Docherty S. Wheeler	Review and approve comments and/or edits.
11Feb2011- 15Feb2011, 11Mar2011- 15Mar2011	6.0, Rev. 0	B. Alkire S. Wheeler	Updated based on direction from the group and prior review action items.
29Apr2011- 29June2011	6.0, Rev. 1	B. Alkire	Added business rules for License Plate Validation List implementation.
20Jul2011- 15 Sep2011	6.0, V0, Rev. 2	B. Alkire	Reviewed revisions with IOP Committee.
15Sept2011	Rev 6 Version 1	B. Alkire	Accepted Revisions after acknowledgement of requirements from all parties (NTTA, HCTRA, TTA and CTRMA).
27Sept2011	Rev 6 Version 1.1	B. Alkire	<p>Added Video Transactions to the list of transactions called out in reconciliation. Edited IBR-REC-6 to conform to standard text referencing IOPHub. Defined IHO when it is first mentioned in the security section. Removed footnote to IBR-GEN-2 since exceptions are called out in the Attachment.</p>
01Nov2011	Rev 6 Version 1.2	B. Alkire	Added references for Attachment A and Attachment B.
15Nov2011	Rev 6 Version 1.3	B. Alkire	Corrected IBR-ACC-7, IBR-REC-17, IBR-DIR-4, IBR-SEC-1, IBR-SEC-3, IBR-SEC-15 and IBR-CUS-4 based on Authority review on November 7, 2011.
02Feb2012	Rev 6 Version 1.4	B. Jewell	Revised per final implementation BR review and implementation review meeting.

# 1 Introduction

## 1.1 Purpose

The purpose of this document is to describe and record all business requirements for interoperability relationships.

Attachment A contains each party's requirement implementation exceptions. Each party has responsibility to implement each requirement as stated herein.

The requirements have been agreed to by each party.

## 1.2 Definitions, Acronyms, Abbreviations

The intent of this section is to list terms and acronyms used in this document, for easy reference.

**Table 1: Definitions, Acronyms, and Abbreviations**

Term	Description
Account	An account for the payment of tolls established by a Patron with an Authority.
Authority	An Interoperable Authority, agency, company, or other entity designated as the representative of the Interoperable Authority.
Bad Debt	Debt incurred by any Authority as a result of a non-collectable Transaction.
Base Transaction Fee	Currently a percentage of the posted toll amount, as defined in the IOP ILA, payable by a Visited Authority to a Home Authority for each Interoperable transaction incurred at the Visited Authority's facility and posted by the Home Authority to the Patron's Account.
Credit Settlement Amount	The amount that one Authority agrees to pay another Authority.
Debit Settlement Amount	The amount that one Authority agrees to receive from another Authority.
Disputed Transaction	A Transaction which is disputed by the Patron or the Home Authority.
Duplicate Transaction	A Transaction apparently generated by a single vehicle at a location that occurs within approximately one minute after a Transaction generated by the same vehicle at the same general location (e.g., same plaza and same or adjacent lane).
ETC	Electronic Toll Collection; a method of paying tolls electronically without human intervention.
Fleet Account	An account that contains multiple non-tagged vehicles that may be operated by a third party. These accounts shall have a guaranteed payment method.
Home Authority	An Interoperable Authority which owns and maintains the Patron Account of vehicle(s) and transponder(s) to which interoperable toll transactions are posted.
Interface Control Document (ICD)	Interface Control Document (ICD) describe the data interface and the specifics of fields, files, naming conventions, etc., with which each Interoperable Authority must comply when transmitting Interoperable data.
Interoperable Authority	An Authority which is party to the Interoperable ILA.
Interoperability	The Interoperability Committee comprised of representatives of all

Term	Description
Committee	Interoperable Authorities to formulate and serve as the custodian of all interoperability business rules, interoperability information control documents, and interoperability standards applicable to interoperable toll authorities and to be responsible for evaluating any proposed amendment to such rules, documents and standards.
Interoperability HUB (IOPHub)	The technical and procedural implementation of the Interoperability Interlocal Agreement (IOP ILA).
Interoperability Network	A data communications structure that allows one Interoperable Authority to exchange data with multiple other Interoperable Authorities. This is also referred to as the IOPHub.
Interoperable Transaction	A Transaction created at a Visited Authority by a vehicle identifiable via TVL or LVL.
Interoperability Business Requirements (IBR)	This document, which is incorporated by reference into, and is a part of, the Interoperability Interlocal Agreement.
Interoperability Interlocal Agreement (IOP ILA)	The Interoperability Interlocal Agreement allows for exchange and settlement of tolling transactions; the parties of this Agreement agree to comply with the Interoperability Business Requirements and ICDs.
Invalid Transponder	A Transponder that has a status of lost, stolen, returned, invalid, or undefined and/or that is associated with an Account that has been terminated, suspended, or has an insufficient balance to post a toll (as determined by the Home Authority).
License Plate Validation List (LVL)	A comprehensive list of License Plates on accounts managed by each Interoperable Authority, as specified in the ICDs.
Non-Transponder-Based Transaction System	An electronic toll collection system that does not employ Transponders as the primary means for toll collection.
Non-Transponder-Based Transaction Fee	The Base Transaction fee plus an additional amount as defined by the Interoperability Committee.
Patron	A party that establishes an Account with an Authority.
Post (ed) (ing)	Matching a Transaction to an Account and crediting or debiting the corresponding amount from the Account.
Rejected Transaction	Transactions are rejected by the Home Authority for the following reasons: "D" – Duplicate transaction, posting failed "I" – Invalid Tag, posting failed "V" – Tag validation status out of date, posting failed "M" – Manual Review Rejected – posting failed "T" – Transaction Type not found in IOP "C" – Tag Not Found in IOP "B" – Bad Transaction Amount "O" – Transaction too old "E" – Credit Card Failure – posting failed "F" – Unhandled Error – posting failed As documented in the ICDs.
Reconciliation	The process whereby a Home Authority and a Visited Authority resolve any discrepancies in arriving at final Settlement.
Settle (ment)	The transfer of funds between Interoperable Authorities for Interoperable Transactions, fees and other agreed amounts.
Tag Validation List (TVL)	A comprehensive list of Transponders issued by each Interoperable Authority, as specified in the ICDs.
Tag Validation List Update	A list of Tag Validation List changes since the last Tag Validation List Update or Tag Validation List, as specified in the ICDs.

Term	Description
Transaction	An electronic record of a vehicle's use of an Authority's tolled location.
Transaction Fees	Base Transaction Fee and Non-Transponder Transaction Fee.
Transaction Batch File	A data file containing one or more Interoperable Transaction records.
Transponder	A device that is capable of transmitting or receiving information used to assess or collect tolls that results in vehicle identification for tolling purposes.
Transponder-Based Transaction System	An electronic toll collection system that employs Transponders as the primary means of toll collection.
Transponder Transaction	A transaction transmitted to the IOPHub from the Visited Authority by a vehicle which is equipped with a valid transponder.
Valid Transponder	Transponder provided via a Home Authority TVL which is associated with a License Plate and is active on an open Account at the time of the TVL.
Vehicle	A motorized vehicle or trailer uniquely identified by license plate
Video Transaction	Video Transaction means each electronic record of a toll and set of contemporaneous video images of license plates and other video data that are properly transmitted to the IOPHub from the Visited Authority.
Violation Transaction	A Transaction without payment of the required toll.
Visited Authority	An interoperable Authority that is not the Patron's Home Authority.
V-toll	A Violation Transaction that is sent for Posting, or is Posted, to a Patron Account.

### 1.3 References

The following documents are references contained within requirements in this document and considered requirements of interoperability:

1. Interoperability Interface Control Document: Customer Service Center; Local Server – to – Interop Server File Transfer (P2P ICD-01)
2. Interoperability Interface Control Document: Customer Service Center; Local Server - to - Interop Server Tag Status File (P2P ICD-02)
3. Interoperability Interface Control Document: Customer Service Center; Financial Transactions File (P2P ICD-03)
4. Interoperability Interface Control Document: ICD-01: File Transfer
5. Interoperability Interface Control Document: ICD-02: Tag Validation List
6. Interoperability Interface Control Document: ICD-03: Transaction File
7. Interoperability Interface Control Document: ICD-04: Web Services
8. Interoperability Interface Control Document: ICD-05: License Plate Validation List
9. Interoperability Hub Project Glossary
10. Sample Invoice
11. Toll Interoperability Business Rule Document Revision Approvals
12. IOPHub – License Plate Lookup Business Requirements Document
13. IOPHub – Tagless TVL Business Requirements Document

## 2 Requirements

This document focuses on the business requirements. These requirements and all referenced documents are the minimum with which an Interoperable Authority must comply. The data interface and the specifics of fields, files, naming conventions, etc. are specified in the ICDs, which are referenced in this document.

### 2.1 Tolling Business Requirements

#### 2.1.1 General Requirements

- 
- IBR-GEN-1. Interoperable Authorities shall jointly establish a system that enables a Patron to use one Account to pay tolls at all Interoperable Authorities without the need to take any further action regarding that Account or the associated Transponders.
- 
- IBR-GEN-2. There is a one-to-one relationship between a Transponder and a vehicle. Transponders are vehicle-specific.
- 
- IBR-GEN-3. The Home Authority will make a reasonable attempt to maintain the customer information that may affect interoperability.
- 
- IBR-GEN-4. Electronic toll collection equipment used by Interoperable Authorities should strive to conform to standards approved by the Interoperability Committee in order for all Transponders to be read by all Interoperable Authorities.
- 
- IBR-GEN-5. Authorities exchanging data via the Interoperable Network (IOPHub) shall comply with all Interoperability requirements agreed upon by the Interoperability Committee, including, but not limited to, these Interoperability Business Requirements and the ICDs.
- 
- IBR-GEN-6. Each Interoperable Authority shall provide time synchronization to the common universal time source NIST and shall ensure that all components of its system are time-synchronized.
- 
- IBR-GEN-7. Patron Account agreements shall be written or revised, as necessary, to comply with and provide clarity regarding Interoperability Business Requirements.
- 
- IBR-GEN-8. There shall only be one Home Authority for each Transponder in operation.
- 

#### 2.1.2 Marketing and Branding

- 
- IBR-MKT-1. Interoperable Authorities shall use the TxTag® name and logo for marketing the interoperability of its system. The common logo shall be used to identify participating interoperable tolling locations to the Patron. The TxTag® logo will not be used to identify, market, or sign non-interoperable facilities.
- 
- IBR-MKT-2. An Interoperable Authority that chooses to employ the use of a name other than TxTag® may do so but is required to post the interoperable TxTag® name and logo to inform users of interoperability.
-

- IBR-MKT-3. The interoperable TxTag® name and logo posted on roadway signage for new installations shall adhere to the size requirements agreed upon by the Interoperability Committee.
- 
- IBR-MKT-4. All Interoperable Authorities shall execute a perpetual, royalty free license agreement for use of the TxTag® name and logo and any other similar names and logos (i.e., TxTag®+ or TxTag®Plus)
- 

### 2.1.3 Account Requirements

- IBR-ACC-1. Each Home Authority Account agreement shall provide that the use of a vehicle at a Visited Authority shall constitute the Patron's acceptance of the interoperability terms in the Account agreement.
- 
- IBR-ACC-2. The Account agreement shall also provide that an Account may be charged when a vehicle's license plate is captured as an image while traveling on an Interoperable Authority's facility and that license plate can be associated with the Patron's Account.
- 
- IBR-ACC-3. Patrons shall be able to use a Valid Transponder to make toll payments at all Interoperable Authorities.
- 
- IBR-ACC-4. An Account may be associated with multiple transponders, but each Valid Transponder shall be associated with a single Account.
- 
- IBR-ACC-5. Each Authority is responsible for collecting Bad Debt for Transactions created on its own tolling facilities.
- 
- IBR-ACC-6. The Home Authority shall notify the Visited Authority of Patron complaints regarding alleged overcharges or Duplicate Transactions on the Visited Authority's facilities.
- 
- IBR-ACC-7. An Authority has the right to disallow any vehicle on its tolling facility. The vehicle which is disallowed by an Authority may not be used on that Authority's tolling facilities.
- 
- IBR-ACC-8. A Visited Authority must promptly advise the owner of the vehicle and the vehicle's known Home Authority when a vehicle is disallowed on the Visited Authority tolling facility.
- 

### 2.1.4 Settlement and Reconciliation Requirements

- IBR-REC-1. The Home Authority shall pay the Visited Authorities for all Interoperable Transactions that successfully Post to the Home Authority's Patrons' Accounts.
- 
- IBR-REC-2. The Visited Authority may transmit all Interoperable Transactions to the Home Authority for attempted posting.
- 
- IBR-REC-3. Fund Transfers between any Authorities shall be validated by both the submitting and receiving Authority.
-

IBR-REC-4. Each Authority shall reconcile its own Transactions. The IOPHub shall provide summary and detailed transaction reports to assist in this reconciliation. Reports shall detail Transactions contained within a selected date range by Posting and Transaction date.

---

IBR-REC-5. Each Authority shall be responsible for reconciling bank transfers for interoperability settlements between interoperable Authorities.

---

### **2.1.4.1 Reconciliation Requirements**

IBR-REC-6. Each Home Authority is responsible for reconciling IOPHub reports against its own reporting system for its Patrons on visited roads in order to initially determine the amount it believes it owes to each Visited Authority.

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*The procedures are:*

1. *Using the IOPHub reports as the basis, the Home Authority shall report the value of all Interoperable Transactions sent from the Visited Authority that Posted to Patron accounts in its CSC during the time period being reconciled and settled.*
2. *The Home Authority shall report the value of any adjustments (negative or positive) its CSC Posted to Patron accounts during the time period being reconciled and settled for any Posted Interoperable Transaction from the Visited Authority.*
3. *The Home Authority shall also report the value of the transaction fee that the Visited Authority is expected to settle with the Home Authority.*

IBR-REC-7. The Home Authority is responsible for declaring the amount it owes to each Visited Authority.

---

*The declaration to each Visited Authority shall include the following information:*

1. *the time period being reconciled and settled*
2. *the amount due to the Visited Authority detailed as follows:*
  - (i) Total amount of Interoperable Transactions Posted from the Visited Authority*
  - (ii) Total amount of negative adjustments Posted (with reason for each type of adjustment)*
  - (iii) Total amount of positive adjustments Posted (with reason for each type of adjustment)*
3. *Documentation for any adjustments Posted*

IBR-REC-8. The Visited Authority is responsible for declaring the amount it is due from each Home Authority.

---

*The declaration to each Home Authority shall include the following information:*

1. *the time period being reconciled and settled*
2. *the amount due by the Home Authority detailed as follows:*
  - (i) Total amount of Interoperable Transactions Posted by the Home Authority*
  - (ii) Total amount of negative adjustments Posted (with reason for each type of adjustment)*
  - (iii) Total amount of positive adjustments Posted (with reason for each type of adjustment)*
3. *Documentation for any adjustments Posted*

IBR-REC-9. After receiving a declaration, each Authority is responsible for reviewing and agreeing to the amounts being settled.

---

IBR-REC-10. Reconciliation and Settlement will be performed by each Home Authority for the full calendar month prior to the current month.

---

## **2.1.4.2 Issue Resolution**

IBR-REC-11. During the review of the Home Authority's declaration, the Visited Authority may request that the Home Authority provide available documentation supporting the Posted Transactions, rejected/un-posted Transactions, and/or any adjustments made.

---

*The documentation shall include:*

- Transaction's Transponder number and/or license plate information
- Transaction's date and time
- Transaction's location
- Transaction's disposition / status

IBR-REC-12. After reaching agreement on the Settlement Amount, the Home Authority is responsible for issuing final declaration of the amount owed to the Visited Authority. The declaration may be issued via electronic or mailed communication.

---

## **2.1.4.3 Settlement**

IBR-REC-13. After agreement to the amounts being settled, each Authority will prepare and submit an invoice indicating amounts due based on the agreed to settlement amounts.

---

IBR-REC-14. The invoice shall contain the following information (tolls due by the invoiced Authority acting as the Home Authority and fees due by the invoiced Authority acting as the Visited Authority):

- Invoice Period
  - Amounts due for Posted Interoperable Transactions
  - Total amount of Posted Transponder Transactions
  - Total amount of Posted V-Toll Transactions
  - Total amount of Posted Video Transactions
  - Total amount of Posted Adjustments to Interoperable Transactions (by adjustment type) due
  - Amount(s) due for Transaction Fees
  - Total Invoice Amount Due
- 

IBR-REC-15. Invoices may be transmitted via electronic or paper communication.

---

IBR-REC-16. Monthly invoices shall be submitted in the following month, as specified by the Interoperability Finance Committee, typically by the 15th of the month.

---

IBR-REC-17. The invoiced amounts owed for Transaction Fees shall be based on the invoice period and the respective Interoperable Transactions including Transponder Transactions, V-toll Transactions, Video Transactions and adjustments.

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## **2.1.5 Data Interchange Requirements**

### **2.1.5.1 General**

IBR-DIR-1. Each Interoperable Authority shall comply with the ICDs.

---

IBR-DIR-2. In the event that a receiving Authority does not respond with a processed status (e.g. Posted, rejected, etc.) to a transmitted Interoperable Transaction within 3 days, the sending Authority may repeat the transmission of that Interoperable Transaction for a period of up to ninety (90) days from the Transaction date or until the Interoperable

Transaction has been successfully acknowledged and assigned a status, whichever occurs first.

---

### **2.1.5.2 Tag Validation Lists**

- IBR-DIR-3. The Home Authority shall document the status of its interoperable Transponders in the Tag Validation List. The Tag Validation List shall denote the status of and associated license plate(s) for each interoperable Transponder. The status shall be as defined in the ICDs. Each interoperable Transponder shall have only one status in the Tag Validation List. Home Authorities will not assign tags to vehicles for the sole purpose of making the vehicles interoperable.
- 
- IBR-DIR-4. Transponders will only be non-revenue for interoperability if every Authority agrees.
- 
- IBR-DIR-5. Interoperable Authorities shall electronically exchange full Tag Validation Lists with other Interoperable Authorities on a regular schedule, at least once per day.
- 
- IBR-DIR-6. The Tag Validation List shall contain, at a minimum, the Home Authority identifier, Transponder identification number, license plate number and Transponder status for each Home Authority Transponder.
- 
- IBR-DIR-7. When changes occur to the Tag Validation List, Interoperable Authorities shall exchange Tag Validation List updates at least once per hour with other Interoperable Authorities, as specified in the ICDs.
- 
- IBR-DIR-8. Each Tag Validation List (full or partial) shall be acknowledged and shall be in use within sixty (60) minutes from receipt.
- 
- IBR-DIR-9. Each Authority shall maintain a history of Tag Validation Lists sent to and received from the other Interoperable Authorities for a minimum period of sixty 60 days.
- 

### **2.1.5.3 Transactions**

- IBR-DIR-10. Each Authority shall process transactions with tags in the following order:
- Local accounts
  - IOP Tag Validation List
- 
- IBR-DIR-11. Each Authority shall process transactions without tags in the following order:
- Local Tag-based accounts
  - IOP TVL
  - Local non-fleet accounts
  - IOP non-Fleet accounts (via the LVL lookup)
  - Local Fleet accounts
  - IOP Fleet list - (via the LVL with a Fleet flag)
  - Local transaction processing for pursuing payment
- 
- IBR-DIR-12. The Visited Authority shall send at least one Transaction Batch File to the Home Authority within each twenty-four (24) hour period (unless no interoperable transactions were generated since the last sending).
- 
- IBR-DIR-13. Transaction records in the Transaction Batch File shall be handled as specified in the ICDs.
-

- IBR-DIR-14. The Home Authority shall process the Visited Authority's Transaction Batch File within twenty-four (24) hours of receipt.
- 
- IBR-DIR-15. The Home Authority shall Post Interoperable Transactions to Accounts indicating the Transaction date, time, location, vehicle classification and toll amount.
- 
- IBR-DIR-16. Interoperable Transactions rejected by the Home Authority may be re-submitted by the Visited Authority once per day for up to ninety (90) days after the Transaction date.
- 
- IBR-DIR-17. Each Authority will advise the other Authorities if transaction posting is not expected within thirty (30) days of the Transaction date.
- 
- IBR-DIR-18. If transaction processing and posting has not or could not be performed via IOP within ninety (90) days, through no fault of the customer, then the Visited Authority will agree to honor the toll rate applied to the transaction, for IOP processing, with no additional fees in its pursuit for payment.
- 
- IBR-DIR-19. A Home Authority may reject an Interoperable Transaction that (1) is created by a vehicle associated with an Invalid Transponder, (2) is a Duplicate Transaction, or (3) comprises a record that does not conform to the requirements of the ICDs. Rejected Interoperable Transactions processed by the Home Authority shall be classified as "rejected" (or as a status as specified in the ICDs) and returned to the Visited Authority where the Interoperable Transaction occurred.
- 
- IBR-DIR-20. The Home Authority may elect to not process Interoperable Transactions submitted to the Home Authority by the Visited Authority ninety (90) calendar days after the date and time of the Interoperable Transaction.
- 
- IBR-DIR-21. Visited Authorities shall filter out Duplicate Transactions prior to sending to the Home Authority.
- 
- IBR-DIR-22. Home Authorities shall filter out Duplicate Transactions from a Visited Authority. In the event the Home Authority does receive Duplicate Transaction(s), It shall not Post or remit payment to the Visited Authority for the Duplicate Transaction(s).
- 
- IBR-DIR-23. A Home Authority is not required to process any Transaction occurring on a facility that is not an Interoperable Authority.
- 
- IBR-DIR-24. If an Interoperable Transaction from a Visited Authority's facility is adjusted, the Visited Authority may submit the adjusted Transaction to the Home Authority for posting within ninety (90) days of the transaction date.
- 
- IBR-DIR-25. Video Transactions associated with a valid transponder will be processed the same as all other valid transponder transactions for the purposes of Interoperability. It is the Visited Authorities discretion as to the toll rate charged.
- 

#### **2.1.5.4 License Plate Validation Lists**

- IBR-DIR-26. Each Authority may elect to participate in the License Plate Validation (LVL) List service.
-

- IBR-DIR-27. Each participating Authority shall elect to (1) only send License Plate Validation List (LVL) files, OR (2) only receive LVL files, OR (3) both send and receive LVL files, in addition to the files currently sent and received, OR (4) Opt out of the License Plate Validation and only use the Tag Validation.
- 
- IBR-DIR-28. License plates in the LVL should originate from Home Authority's accounts where tags are not assigned in accordance with the ICD.
- 
- IBR-DIR-29. Each participating Authority electing to send LVL files shall send a complete LVL file on a daily basis at an Authority-specific time. The specific time shall be agreed by the participating Authority.
- 
- IBR-DIR-30. Each participating Authority electing to send LVL files shall send an LVL file containing updates every two hours (at most) following the complete LVL file send until the next complete LVL file send.
- 
- IBR-DIR-31. The IOPHub shall update the Interoperability license plate list with updates received and send the lists to each participating Authority on a regular interval basis. The specific time shall be agreed by the participating Authorities.
- 
- IBR-DIR-32. The IOPHub shall maintain a master License Plate Validation List containing information sent from each of the participating Authorities. The integrity of the Home LVL shall be maintained when the master list is created and updated.

*The License Plate validation rules for the IOPHub are maintained in the IOPHub – Tagless TVL Business Requirements Document*



IOPHub-Tagless\_TVL\_BRD\_V1-1.doc

LVL-REQ-7	Each participating Authority electing to send LVL files shall send a complete LVL file on a daily basis at a specific time. The specific time shall be agreed by the participating Authorities and included in the ICD
LVL-REQ-8	Each participating Authority electing to send LVL files shall send an LVL file containing updates only on a regular interval basis following the complete LVL file send until the next complete LVL file send the following day. The specific time shall be agreed by the participating Authorities and included in the ICD
LVL-REQ-9	The IOPHub shall update the interoperability license plate list with updates received and send the lists to each participating Authority on a regular interval basis. The specific time shall be agreed by the participating Authorities and included in the ICD
LVL-REQ-10	The IOPHub shall maintain a master License Plate Validation List containing information sent from each of the participating Authorities.
LVL-REQ-11	The IOPHub shall use a combination of the tag and license plate validation lists to cross reference tagless transactions and determine, using the currently implemented license plate lookup rules, to which Authority the transaction shall be sent for payment.
LVL-REQ-12	Current business rules identify the most recently updated record to determine the responsible Authority. A revised set of business rules has been proposed as a separate project, once implemented the IOPHub shall begin using these revised rules. Reference the IOP_LP Lookup_BRD_V1_FINAL document for additional details.

IBR-DIR-33. The TVL and LVL will be used to cross reference tag-less transactions and determine, using the following license plate lookup rules, to which Authority the transaction shall be sent for payment.

The License Plate Lookup rules for the IOPHub are maintained in the IOPHub – License Plate Lookup Business Requirements Document.



IOPHub-LP\_Lookup\_BRD\_V1-1.doc

## 2.2 License Plate Lookup

The current Tag Status will be considered in determining which Authority a tagless transaction should be sent to for payment. If more than one match is found with the same status the record with the most recent License Plate Effective Date will be selected as the best match.

Requirement ID	Requirement Description
LPLU-REQ-6	The IOPHub system shall perform License Plate Lookup based on a combination of License Plate State, License Plate Number, Tag Status and License Plate Effective Date.
LPLU-REQ-12	The License Plate Lookup is currently performed exclusively on the TVL file. A tagless TVL or License Plate Validation List (LVL) has been proposed as a separate project, once implemented the IOPHub shall use a combination of the tag and license plate validation lists to cross reference tagless transactions and determine to which Authority the transaction shall be sent for payment. Reference the IOP_Tagless TVL_BRD_V1_FINAL document for additional details.
LPLU-REQ-7	If a license plate from a transaction is found on multiple TVLs (and/or LVLs), the transaction shall be assigned to the Authority where the license plate is effective at the time of the transaction.
LPLU-REQ-8	If multiple Authorities have the license plate effective at the time of the transaction, the transaction shall be assigned to the Authority where the license plate has the best status (i.e. – Good, Low Balance, Invalid Tag, Negative Balance). Please reference the License Plate Lookup process flow in Appendix 1 for the initial default order.
LPLU-REQ-9	The order in which Tag Status' will be considered as best shall be configurable.
LPLU-REQ-10	If multiple Authorities have the license plate effective at the time of the transaction with the best status, the transaction shall be assigned to the Authority with the most recent license plate effective date.
LPLU-REQ-11	When a match cannot be found using the above business rules, the IOPHub shall return 'Tag Not Found' status.

### 2.1.6 Reporting Requirements

IBR-REP-1. All Interoperable Authorities shall comply with established reporting requirements issued by the Interoperability Committee.

### 2.1.7 Performance Requirements

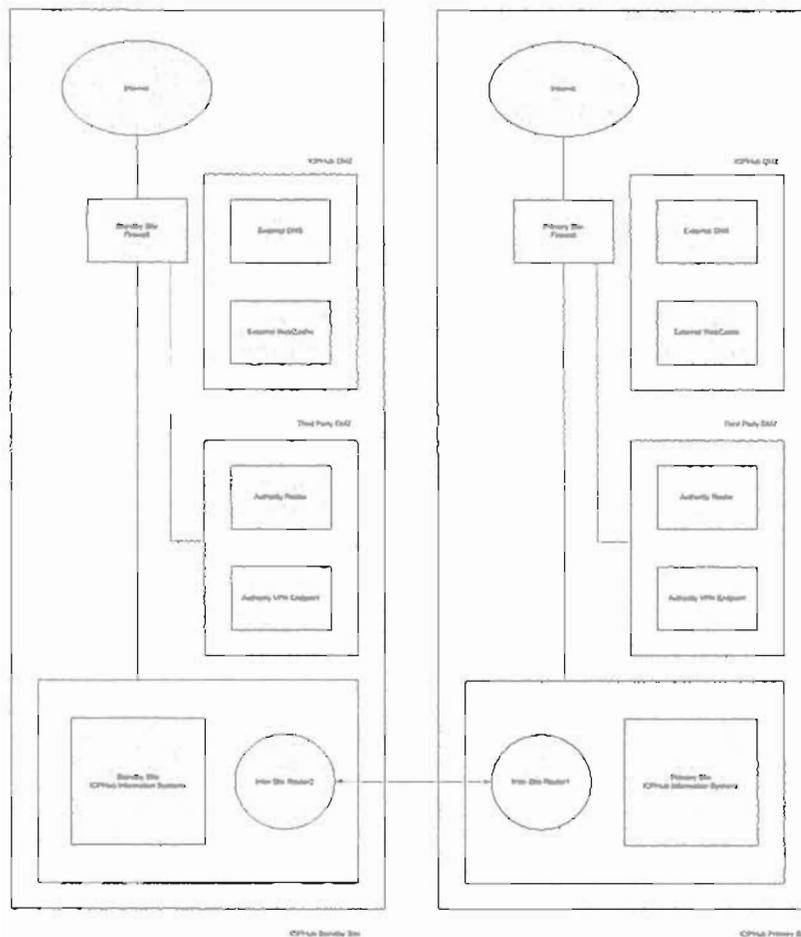
IBR-PER-1. Receipt of a Transaction Batch File shall be acknowledged by the Home Authority to the Visited Authority within fifteen (15) minutes after receipt.

IBR-PER-2. The Home Authority shall report to the Visited Authority on the status of a processed Interoperable Transaction within twenty-four (24) hours of receipt of the Transaction Batch File containing the Interoperable Transaction.

## 2.1.8 Security Requirements

The Interoperability Hub (IOPHub) solution for interoperability utilizes a Service-Oriented Architecture (SOA) to exchange information efficiently and reliably between participating authorities. Within the IOPHub architecture, a Service Provider is an Authority that operates and maintains a customer service center that issues AVI transponders for electronic payment of AVI transactions, such as toll road fees (tolls) and parking fees. A Subscriber is an Authority that employs a service provider to conduct customer service center operations. The subscriber Authority does not maintain its own customer accounts, nor operate its own customer service center. For the purposes of this section both Service Providers and Subscribers are referred to simply as Authorities. The IOPHub itself is the component of the solution that processes and distributes shared interoperability information between the Authorities.

The IOPHub is designed to be independent of the Authorities. Also the IOPHub hosting organization (IHO) for the IOPHub primary and standby sites can be different.



HCTRA is currently the IHO (IOPHub Hosting Organization) for both the primary and standby IOPHub installations. The IOPHub systems are hosted at two separate HCTRA facilities in Houston and require network access to these facilities for Authorities to access the IOPHub. Connectivity to the IOPHub services is made via two paths. The first path is internet access to IOPHub's SSL secured (HTTPS) website at [www.ioptub.com](http://www.ioptub.com). The second path is via private network connections between the Authority and IOPHub via the hosting organization's third party DMZ. If an Authority desires to take advantage of the redundant datacenters then private network connectivity must be established to both sites. Therefore in the event that the standby IOPHub site is promoted to primary, the Authority will retain connectivity to the IOPHub systems.

- IBR-SEC-1. All Interoperable Authorities will use a standard method of interfacing with the IOPHub information system and observe a minimum level of security.
- 
- IBR-SEC-2. Participating Interoperable Authorities and their employees must observe the requirements and procedures set forth in this section to insure continued access and use of the IOPHub.
- 
- IBR-SEC-3. Private network connections between Interoperable Authorities and the IOPHub that pass through non-public IHO (IOPHub Hosting Organization) resources fall under these

security requirements, regardless of whether a telephone company circuit (such as frame relay or ISDN) or virtual private network (VPN) technology is used for the connection.

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IBR-SEC-4. All new connection requests will go through a security review with the IHO's Information Technology (IT) department. The reviews are to ensure that all access meets or exceeds the business requirements in a best possible way and that the principle of least access is followed.

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IBR-SEC-5. All new connection requests require that the Interoperable Authority and the IHO agree to and sign a written connectivity agreement. This agreement must be signed by a representative from the Interoperable Authority who is legally empowered to sign on behalf of the Interoperable Authority. Executed documents will be kept on file by the IHO IT department.

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IBR-SEC-6. The connection request must designate a person (or list of persons) to be the point of contact for the network connection. The point of contact acts on behalf of the Interoperable Authority, and is responsible for those portions of this policy and the connection agreement that pertain to it. In the event that the point of contact changes the IHO must be informed promptly. The IHO will provide a point of contact to Interoperable Authorities for network connectivity and security issues.

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IBR-SEC-7. All connectivity established must be based on the least-access principle. For example, network traffic is to be restricted to only the hosts that need to communicate with each other as well as the specific application ports that are required to those hosts. The traffic restrictions for dedicated lines also apply to VPN connections.

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IBR-SEC-8. The IHO will not rely upon the Authority to protect the IOPHub network or resources. As a condition of gaining access to the IOPHub computer network, every Authority must secure its own connected systems. The IHO reserves the right to audit the security measures in effect on IOPHub connections. The IHO reserves the right to immediately terminate network connections not meeting minimum standards.

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IBR-SEC-9. A written password policy meeting at least the following standards must be available: a minimum password length of 8 characters, minimum password strength of one upper case, one lower case, and one non-alphabet character, and maximum password age of ninety (90) days. No system or software default passwords are allowed.

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IBR-SEC-10. Each Interoperable Authority must be able to demonstrate that their network is properly protected from the internet and other networks via firewalls, router access lists, or other applicable technology.

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IBR-SEC-11. Each Interoperable Authority must be able to demonstrate that physical security measures are in place for the equipment supporting the connectivity with IOPHub. For example the computer and network equipment must be stored in a locked room that can only be accessed by authorized persons.

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IBR-SEC-12. Each Interoperable Authority must be able to demonstrate that network access control measures are in place for the network supporting the connectivity with IOPHub. For example, a written policy is in place detailing the restrictions on new computer connections to the network, remote network access, and/or wireless access to the connecting organizations network.

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- IBR-SEC-13. Each Interoperable Authority must be able to demonstrate a policy that anti-virus software is installed, current and actively running on all systems commonly affected by viruses, especially personal computers and servers. This policy does not include UNIX-based operating systems or mainframes.
- 
- IBR-SEC-14. Each Interoperable Authority must agree to network vulnerability scans to the IOPHub. The IOH will notify the organization that a scan has taken place; however, due to the nature of these scans the IHO may not provide advance notice.
- 
- IBR-SEC-15. Each Interoperable Authority will follow the security standards that are provided in the latest version of the Payment Card Industry (PCI) Data Security Standards (DSS) as published by PCI Security Standards Council at <https://www.pcisecuritystandards.org>
- 
- IBR-SEC-16. All changes in access to the IOPHub must be accompanied by a valid business justification, and are subject to security review. Changes are to be implemented via corporate change management process. Each Interoperable Authority is responsible for notifying the IHO when there is a material change in their originally provided information so that security and connectivity evolve accordingly.
- 
- IBR-SEC-17. When access is no longer required to the IOPHub, each Interoperable Authority must notify the IHO IT team which will then terminate the access. The IHO IT security teams will conduct an audit of external connections on an annual basis to ensure that all existing connections are still needed, and that the access provided meets the needs of the connection. Connections that are found to be depreciated, and/or are no longer being used to conduct IOPHub business, will be terminated immediately. Should a security incident or a finding that a circuit has been depreciated and is no longer being used to conduct IOPHub business necessitate a modification of existing permissions, or termination of connectivity, the IHO IT team will do its best to notify the POC of the change prior to taking any action.
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### 2.1.9 Fees

- IBR-FEE-1. The Visited Authority shall pay the Home Authority a Base Transaction Fee for each Posted Interoperable Transaction as indicated in Appendix A of the Interoperability of Toll Collection Systems Interlocal Agreement.
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- IBR-FEE-2. The Visited Authority shall pay the Home Authority a Non-Transponder Transaction Fee for each Posted Interoperable Non-Transponder Transaction as indicated in Appendix A of the Interoperability of Toll Collection Systems Interlocal Agreement.
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- IBR-FEE-3. Transaction Fees shall be reviewed and determined in accordance with procedures agreed upon by the members of the Interoperability Committee. The Transaction Fees so determined shall be adopted by and applicable to all Interoperable Authorities.
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- IBR-FEE-4. Modification to the requirements for payment of the Transaction Fees between any Interoperable Authorities shall be acknowledged by all participating Interoperable Authorities.
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- IBR-FEE-5. Agreements outside the parameters of this Business Requirements Document, between parties to the latest version of the Interoperability of Toll Collection Systems Interlocal

Agreement, shall not negatively affect parties that are not involved in the external agreement.

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### **2.1.10 Customer Service/Dispute Resolution**

- IBR-CUS-1. The Home Authority is responsible for providing initial service and support to its own Patrons with respect to questions and/or disputes regarding Interoperable Transactions created on facilities of Visited Authorities. Visited Authorities may refer the Home Authority's Patrons to the Home Authority for resolution of such matters if the Visited Authority is unable to respond to or resolve the matter.
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- IBR-CUS-2. Communication protocols shall be established to support customer service.
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- IBR-CUS-3. The Visited Authority and the Home Authority shall work cooperatively when Interoperable Transactions at a Visited Authority's facility are disputed and research must be undertaken to determine the validity of the Interoperable Transaction. Both Authorities shall attempt to minimize inconvenience to the Patron in such circumstances.
- 
- IBR-CUS-4. The Visited Authority may request that the Home Authority make an adjustment to an Account with regard to an Interoperable Transaction created on the Visited Authority's facility. The request by the Visited Authority shall be made within ninety (90) days of the original Interoperable Transaction. If accepted, the Home Authority shall make the adjustment and shall reconcile that Transaction amount in the next financial Settlement to the Visited Authority.
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- IBR-CUS-5. In a situation when a Patron is not satisfied with a Visited Authority's resolution of an Interoperable Transaction dispute, the Patron's Home Authority may elect to credit the Interoperable Transaction to the Patron's Account and shall bear the cost of the credit associated with the disputed Transaction.
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### **2.1.11 Testing Requirements**

- IBR-TST-1. Each Authority shall undergo and pass the minimum set of agreed-upon test requirements promulgated by the Interoperability Committee.
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- IBR-TST-2. Testing for Interoperability certification shall be at the expense of the Authority being certified as interoperable.
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### **2.1.12 Notification of Maintenance and Modifications**

- IBR-MNT-1. Each Interoperable Authority shall strive to provide a minimum of two (2) weeks notification of tolling system changes that affect interoperability. This includes but is not limited to: tolling location additions and/or changes, toll policies or programs, toll equipment changes and toll rate changes.
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- IBR-MNT-2. Each Interoperable Authority in receipt of another Interoperable Authority's change notification shall implement or provide notification of intent to implement any required modification to their system's configuration within the two (2) week period provided.
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IBR-MNT-3. Each Interoperable Authority shall strive to provide a minimum of two (2) weeks' notice of scheduled system maintenance to their respective system that will impact another Interoperable Authority and/or the processing of transactions.

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## Attachment A: Exceptions Taken by Authority

IOP Business Rules: Attachment A: Exceptions Taken by Authority							
Requirement Number	Requirement	CTIRMA	HCTIRA	NITA	IOD	IOPIHub	Notes
IBR-GEN-1	Interoperable Authorities shall jointly establish a system that enables a Patron to use one Account to pay tolls at all Interoperable Authorities without the need to take any further action regarding that Account or the associated Transponders.						
IBR-GEN-2	There is a one-to-one relationship between a Transponder and a vehicle. Transponders are vehicle-specific.				TOD is dependent on implementation of new system.		
IBR-GEN-3	The Home Authority will make a reasonable attempt to maintain the customer information that may affect interoperability.				With respect to at minimum: per TxTag CSC SOPs		
IBR-GEN-4	Electronic toll collection equipment used by Interoperable Authorities should strive to conform to standards approved by the Interoperability Committee in order for all Transponders to be read by all Interoperable Authorities.						
IBR-GEN-5	Authorities exchanging data via the Interoperable Network (IOPHub) shall comply with all interoperability requirements agreed upon by the Interoperability Committee, including, but not limited to, these Interoperability Business Requirements and the ICDs.						
IBR-GEN-6	Each Interoperable Authority shall provide time synchronization to the common universal time source NIST and shall ensure that all components of its system are time-synchronized.						
IBR-GEN-7	Patron Account agreements shall be written or revised, as necessary, to comply with and provide clarity regarding Interoperability Business Requirements.						
IBR-GEN-8	There shall only be one Home Authority for each Transponder in operation.						
IBR-MKT-1	Interoperable Authorities shall use the TxTag® name and logo for marketing the interoperability of its system. The common logo shall be used to identify participating interoperable tolling locations to the Patron. The TxTag® logo will not be used to identify, market, or sign non-interoperable facilities.						
IBR-MKT-2	An Interoperable Authority that chooses to employ the use of a name other than TxTag® may do so but is required to post the interoperable TxTag® name and logo to inform users of Interoperability.						

IOP Business Rules: Attachment A: Exceptions Taken by Authority							
Requirement Number	Requirement	CTIRMA	HCIRA	NITA	IOP	IOPHub	Notes
IBR-MKT-3	The interoperable TxTag® name and logo posted on roadway signage for new installations shall adhere to the size requirements agreed upon by the Interoperability Committee.				IxDOT must adhere to established State of Texas standard highway sign design specifications.		
IBR-MKT-4	All Interoperable Authorities shall execute a perpetual, royalty free license agreement for use of the TxTag® name and logo and any other similar names and logos (i.e., TxTag®+ or TxTag®Plus)						
IBR-ACC-1	Each Home Authority Account agreement shall provide that the use of a vehicle at a Visited Authority shall constitute the Patron's acceptance of the interoperability terms in the Account agreement.						
IBR-ACC-2	The Account agreement shall also provide that an Account may be charged when a vehicle's license plate is captured as an image while traveling on an Interoperable Authority's facility and that license plate can be associated with the Patron's Account.						
IBR-ACC-3	Patrons shall be able to use a Valid Transponder to make full payments at all Interoperable Authorities.						
IBR-ACC-4	An Account may be associated with multiple transponders, but each Valid Transponder shall be associated with a single Account.						
IBR-ACC-5	Each Authority is responsible for collecting Bad Debt for Transactions created on its own tolling facilities.						
IBR-ACC-6	The Home Authority shall notify the Visited Authority of Patron complaints regarding alleged overcharges or Duplicate Transactions on the Visited Authority's facilities.						
IBR-ACC-7	An Authority has the right to disallow any vehicle on its tolling facility. The vehicle which is disallowed by an Authority may not be used on that Authority's tolling facilities.						
IBR-ACC-8	A Visited Authority must promptly advise the owner of the vehicle and the vehicle's known Home Authority when a vehicle is disallowed on the Visited Authority tolling facility.						
IBR-REC-1	The Home Authority shall pay the Visited Authorities for all Interoperable Transactions that successfully Post to the Home Authority's Patrons' Accounts.						
IBR-REC-2	The Visited Authority may transmit all Interoperable Transactions to the Home Authority for attempted posting.						

**IOP Business Rules: Attachment A: Exceptions Taken by Authority**

<b>Requirement Number</b>	<b>Requirement</b>	<b>CTRMA</b>	<b>HCTRA</b>	<b>NITA</b>	<b>TOP</b>	<b>IOPHub</b>	<b>Notes</b>
IBR-REC-3	Fund Transfers between any Authorities shall be validated by both the submitting and receiving Authority.						
IBR-REC-4	Each Authority shall reconcile its own Transactions. The IOPHub shall provide summary and detailed transaction reports to assist in this reconciliation. Reports shall detail Transactions contained within a selected date range by Posting and Transaction date.						
IBR-REC-5	Each Authority shall be responsible for reconciling bank transfers for interoperability settlements between Interoperable Authorities.						
IBR-REC-6	Each Home Authority is responsible for reconciling IOPHub reports against its own reporting system for its Patrons on visited roads in order to initially determine the amount it believes it owes to each Visited Authority.						
IBR-REC-6	The procedures are:						
IBR-REC-6	1. Using the IOPHub reports as the basis, the Home Authority shall report the value of all Interoperable Transactions sent from the Visited Authority that Posted to Patron accounts in its CSC during the time period being reconciled and settled.						
IBR-REC-6	2. The Home Authority shall report the value of any adjustments (negative or positive) its CSC Posted to Patron accounts during the time period being reconciled and settled for any Posted Interoperable Transaction from the Visited Authority.						
IBR-REC-6	3. The Home Authority shall also report the value of the transaction fee that the Visited Authority is expected to settle with the Home Authority.						
IBR-REC-7	The Home Authority is responsible for declaring the amount it owes to each Visited Authority.						
IBR-REC-7	The declaration to each Visited Authority shall include the following information:						
IBR-REC-7	1. the time period being reconciled and settled						
IBR-REC-7	2. the amount due to the Visited Authority detailed as follows:						
IBR-REC-7	(i) Total amount of interoperable Transactions Posted from the Visited Authority						
IBR-REC-7	(ii) Total amount of negative adjustments Posted (with reason for each type of adjustment)						
IBR-REC-7	(iii) Total amount of positive adjustments Posted (with reason for each type of adjustment)						
IBR-REC-7	3. Documentation for any adjustments Posted						
IBR-REC-8	The Visited Authority is responsible for declaring the amount it is due from each Home Authority.						

**IOP Business Rules: Attachment A: Exceptions Taken by Authority**

<b>Requirement Number</b>	<b>Requirement</b>	<b>CTIRMA</b>	<b>HCTRRA</b>	<b>NTA</b>	<b>IOD</b>	<b>IOPIHub</b>	<b>Notes</b>
IBR-REC-8	The declaration to each Home Authority shall include the following information:						
IBR-REC-8	1. the time period being reconciled and settled						
IBR-REC-8	2. the amount due by the Home Authority detailed as follows:						
IBR-REC-8	(i) Total amount of Interoperable Transactions Posted by the Home Authority						
IBR-REC-8	(ii) Total amount of negative adjustments Posted (with reason for each type of adjustment)						
IBR-REC-8	(iii) Total amount of positive adjustments Posted (with reason for each type of adjustment)						
IBR-REC-8	3. Documentation for any adjustments Posted						
IBR-REC-9	After receiving a declaration, each Authority is responsible for reviewing and agreeing to the amounts being settled.						
IBR-REC-10	Reconciliation and Settlement will be performed by each Home Authority for the full calendar month prior to the current month.						
IBR-REC-11	During the review of the Home Authority's declaration, the Visited Authority may request that the Home Authority provide available documentation supporting the Posted Transactions, rejected/un-posted Transactions, and/or any adjustments made.						
IBR-REC-11	The documentation shall include:						
IBR-REC-11	- Transaction's Transponder number and/or license plate information						
IBR-REC-11	- Transaction's date and time						
IBR-REC-11	- Transaction's location						
IBR-REC-11	- Transaction's disposition / status						
IBR-REC-12	After reaching agreement on the Settlement Amount, the Home Authority is responsible for issuing final declaration of the amount owed to the Visited Authority. The declaration may be issued via electronic or mailed communication.						
IBR-REC-13	After agreement to the amounts being settled, each Authority will prepare and submit an invoice indicating amounts due based on the agreed to settlement amounts.						
IBR-REC-14	The invoice shall contain the following information (falls due by the invoiced Authority acting as the Home Authority and fees due by the invoiced Authority acting as the Visited Authority):						
IBR-REC-14	- Invoice Period						
IBR-REC-14	- Amounts due for Posted Interoperable Transactions						



IOP Business Rules: Attachment A: Exceptions Taken by Authority							
Requirement Number	Requirement	CTRMA	HCTRA	NTA	IQD	JOPHub	Notes
IBR-DIR-3	The Home Authority shall document the status of its Interoperable Transponders in the Tag Validation List. The Tag Validation List shall denote the status of and associated license plate(s) for each interoperable Transponder. The status shall be as defined in the ICDs. Each Interoperable Transponder shall have only one status in the Tag Validation List. Home Authorities will not assign tags to vehicles for the sole purpose of making the vehicles interoperable.		Not currently compliant. Requires ATIS agreement change. HCTRA to make certain this is achievable by March 2012.				
IBR-DIR-4	Transponders will only be non-revenue for interoperability if every Authority agrees.						
IBR-DIR-5	Interoperable Authorities shall electronically exchange full Tag Validation Lists with other Interoperable Authorities on a regular schedule, at least once per day.						
IBR-DIR-6	The Tag Validation List shall contain, at a minimum, the Home Authority identifier, Transponder identification number, license plate number and Transponder status for each Home Authority Transponder.						
IBR-DIR-7	When changes occur to the Tag Validation List, Interoperable Authorities shall exchange Tag Validation List updates at least once per hour with other Interoperable Authorities, as specified in the ICDs.						
IBR-DIR-8	Each Tag Validation List (full or partial) shall be acknowledged and shall be in use within sixty (60) minutes from receipt.		Not compliant. Currently takes 3 hours for NITA's full TVL.				Planning on compliance with the new system.
IBR-DIR-9	Each Authority shall maintain a history of Tag Validation Lists sent to and received from the other Interoperable Authorities for a minimum period of sixty 60 days.						
IBR-DIR-10	Each Authority shall process transactions with tags in the following order: - Local accounts						
IBR-DIR-10	- IOP Tag Validation List						
IBR-DIR-11	Each Authority shall process transactions without tags in the following order: - Local Tag-based accounts						

IOP Business Rules: Attachment A: Exceptions Taken by Authority

Requirement Number	Requirement	CTRMA	HCTRA	NITA	IOD	IOPHub	Notes
IBR-DIR-11	- IOP TVL						
IBR-DIR-11	- Local non-fleet accounts						
IBR-DIR-11	- IOP non-Fleet accounts (via the LVL lookup)		Dependant on LVL	Dependant on LVL	Dependant on LVL		
IBR-DIR-11	- Local Fleet accounts						
IBR-DIR-11	- IOP Fleet list - (via the LVL with a Fleet flag)		Dependant on LVL	Dependant on LVL	Dependant on LVL		
IBR-DIR-11	- Local transaction processing for pursuing payment						
IBR-DIR-12	The Visited Authority shall send at least one Transaction Batch File to the Home Authority within each twenty-four (24) hour period (unless no interoperable transactions were generated since the last sending).						
IBR-DIR-13	Transaction records in the Transaction Batch File shall be handled as specified in the ICDs.						
IBR-DIR-14	The Home Authority shall process the Visited Authority's Transaction Batch File within twenty-four (24) hours of receipt.						
IBR-DIR-15	The Home Authority shall Post Interoperable Transactions to Accounts indicating the Transaction date, time, location, vehicle classification and toll amount.						
IBR-DIR-16	Interoperable Transactions rejected by the Home Authority may be re-submitted by the Visited Authority once per day for up to ninety (90) days after the Transaction date.		Not currently compliant Changes are required.  Will not be implemented until new system. May not award until early 2012. In scope for new system.	Transaction re-submittal * Will NITA be able to send transactions repeatedly up to 90 days? - Changes are required.  Not in scope for upgrade. To be scheduled after upgrade.	We currently don't reprocess transactions interoperably.  TOD - Not currently compliant. In scope for new system - targeting June 2012.	Hub exception - Development Required (Old TBUS-41) > Changes will be required at the IOPHub to accept transactions more than once. > Updates are required to the ICD, possible screen and report changes > High level estimate: Months	Higher Priority - 1) IOPHub 2) Receiving resubmitted transactions at each Authority 3) Each Authority Resubmitting transactions

**IOP Business Rules: Attachment A: Exceptions Taken by Authority**

Requirement Number	Requirement	CTRMA	HCTRA	NITA	IOD	IOPHub	Notes
IBR-DIR-17	Each Authority will advise the other Authorities if transaction posting is not expected within thirty (30) days of the transaction date.						
IBR-DIR-18	If transaction processing and posting has not or could not be performed via IOP within ninety (90) days, through no fault of the customer, then the Visited Authority will agree to honor the toll rate applied to the transaction, for IOP processing, with no additional fees in its pursuit for payment.						
IBR-DIR-19	A Home Authority may reject an Interoperable Transaction that (1) is created by a vehicle associated with an invalid Transponder, (2) is a Duplicate Transaction, or (3) comprises a record that does not conform to the requirements of the ICDs. Rejected Interoperable Transactions processed by the Home Authority shall be classified as "rejected" (or as a status as specified in the ICDs) and returned to the Visited Authority where the Interoperable Transaction occurred.						
IBR-DIR-20	The Home Authority may elect to not process Interoperable Transactions submitted to the Home Authority by the Visited Authority ninety (90) calendar days after the date and time of the Interoperable Transaction.		Not currently implemented. Dependant on new system.			Parameter was set to 90 days based on committee approval.	
IBR-DIR-21	Visited Authorities shall filter out Duplicate Transactions prior to sending to the Home Authority.						
IBR-DIR-22	Home Authorities shall filter out Duplicate Transactions from a Visited Authority. In the event the Home Authority does receive Duplicate Transaction(s), it shall not Post or remit payment to the Visited Authority for the Duplicate Transaction(s).						
IBR-DIR-23	A Home Authority is not required to process any Transaction occurring on a facility that is not an Interoperable Authority.						
IBR-DIR-24	If an Interoperable Transaction from a Visited Authority's facility is adjusted, the Visited Authority may submit the adjusted Transaction to the Home Authority for posting within ninety (90) days of the transaction date.		Not currently implemented.	No NITA changes will be made until IOPHub supports this.	We currently don't process adjusted transactions Interoperably - changes to be made after hub supports this.	IOPHub Exception	Medium Priority

**IOP Business Rules: Attachment A: Exceptions Taken by Authority**

<b>Requirement Number</b>	<b>Requirement</b>	<b>CTRMA</b>	<b>HCTRA</b>	<b>NTA</b>	<b>IOP</b>	<b>IOPHub</b>	<b>Notes</b>
IBR-DIR-25	Video Transactions associated with a valid transponder will be processed the same as all other valid transponder transactions for the purposes of interoperability. It is the Visited Authorities discretion as to the toll rate charged.						
IBR-DIR-26	Each Authority may elect to participate in the License Plate Validation (LVL) List service.						
IBR-DIR-27	Each participating Authority shall elect to (1) only send License Plate Validation List (LVL) files, OR (2) only receive LVL files, (3) both send and receive LVL files, in addition to the files currently sent and received, OR (4) Opt out of the License Plate Validation and only use the Tag Validation.	(2)	(4)	(4)	(1)	Configurable at the IOPHub.	
IBR-DIR-28	License plates in the LVL should originate from Home Authority's accounts where tags are not assigned in accordance with the ICD.			N/A			
IBR-DIR-29	Each participating Authority electing to send LVL files shall send a complete LVL file on a daily basis at an Authority-specific time. The specific time shall be agreed by the participating Authority.		N/A	N/A			
IBR-DIR-30	Each participating Authority electing to send LVL files shall send an LVL file containing updates every two hours (at most) following the complete LVL file send until the next complete LVL file send.		N/A	N/A			
IBR-DIR-31	The IOPHub shall update the interoperability license plate list with updates received and send the lists to each participating Authority on a regular interval basis. The specific time shall be agreed by the participating Authorities.		N/A	N/A			
IBR-DIR-32	The IOPHub shall maintain a master License Plate Validation List containing information sent from each of the participating Authorities. The integrity of the Home LVL shall be maintained when the master list is created and updated.		N/A	N/A			
IBR-DIR-32	The License Plate validation rules for the IOPHub are maintained in the IOPHub – Tagless TVL Business Requirements Document		N/A	N/A			
IBR-DIR-33	The TVL and LVL will be used to cross reference tag-less transactions and determine, using the following license plate lookup rules, to which Authority the transaction shall be sent for payment.		N/A	N/A			
IBR-DIR-33	The License Plate Lookup rules for the IOPHub are maintained in the IOPHub – License Plate Lookup Business Requirements Document.		N/A	N/A			
IBR-REP-1	All Interoperable Authorities shall comply with established reporting requirements issued by the Interoperability Committee.						

IOP Business Rules: Attachment A: Exceptions Taken by Authority							
Requirement Number	Requirement	STRMA	HCTRA	NTA	IOP	IOPHub	Notes
IBR-PER-1	Receipt of a Transaction Batch File shall be acknowledged by the Home Authority to the Visited Authority within fifteen (15) minutes after receipt.					Implementation requires enhancement to IOPHub.	Low Priority
IBR-PER-2	The Home Authority shall report to the Visited Authority on the status of a processed Interoperable Transaction within twenty-four (24) hours of receipt of the Transaction Batch File containing the Interoperable Transaction.						
IBR-SEC-1	All Interoperable Authorities will use a standard method of interfacing with the IOPHub information system and observe a minimum level of security.						
IBR-SEC-2	Participating Interoperable Authorities and their employees must observe the requirements and procedures set forth in this section to insure continued access and use of the IOPHub.						
IBR-SEC-3	Private network connections between Interoperable Authorities and the IOPHub that pass through non-public IHO (IOPHub Hosting Organization) resources fall under these security requirements, regardless of whether a telephone company circuit (such as frame relay or ISDN) or virtual private network (VPN) technology is used for the connection.						
IBR-SEC-4	All new connection requests will go through a security review with the IHO's Information Technology (IT) department). The reviews are to ensure that all access meets or exceeds the business requirements in a best possible way and that the principle of least access is followed.						
IBR-SEC-5	All new connection requests require that the Interoperable Authority and the IHO agree to and sign a written connectivity agreement. This agreement must be signed by a representative from the Interoperable Authority who is legally empowered to sign on behalf of the Interoperable Authority. Executed documents will be kept on file by the IHO IT department.						
IBR-SEC-6	The Connection request must designate a person (or list of persons) to be the point of contact for the network connection. The point of contact acts on behalf of the Interoperable Authority, and is responsible for those portions of this policy and the connection agreement that pertain to it. In the event that the point of contact changes the IHO must be informed promptly. The IHO will provide a point of contact to Interoperable Authorities for network connectivity and security issues.						

**IOP Business Rules: Attachment A: Exceptions Taken by Authority**

<b>Requirement Number</b>	<b>Requirement</b>	<b>CTIRMA</b>	<b>HCTRA</b>	<b>NTA</b>	<b>IOP</b>	<b>IOPHub</b>	<b>Notes</b>
IBR-SEC-7	All connectivity established must be based on the least-access principle. For example, network traffic is to be restricted to only the hosts that need to communicate with each other as well as the specific application ports that are required to those hosts. The traffic restrictions for dedicated lines also apply to VPN connections.						
IBR-SEC-8	The IHO will not rely upon the Authority to protect the IOPHub network or resources. As a condition of gaining access to the IOPHub computer network, every Authority must secure its own connected systems. The IHO reserves the right to audit the security measures in effect on IOPHub connections. The IHO reserves the right to immediately terminate network connections not meeting minimum standards.						
IBR-SEC-9	A written password policy meeting at least the following standards must be available: a minimum password length of 8 characters, minimum password strength of one upper case, one lower case, and one non-alphabet character, and maximum password age of ninety (90) days. No system or software default passwords are allowed.						This is for IOPHub.com. HCTRA manages this. It is not in place for IIP today. HCTRA to plan compliance with each authority.
IBR-SEC-10	Each Interoperable Authority must be able to demonstrate that their network is properly protected from the internet and other networks via firewalls, router access lists, or other applicable technology.						
IBR-SEC-11	Each Interoperable Authority must be able to demonstrate that physical security measures are in place for the equipment supporting the connectivity with IOPHub. For example the computer and network equipment must be stored in a locked room that can only be accessed by authorized persons.						
IBR-SEC-12	Each Interoperable Authority must be able to demonstrate that network access control measures are in place for the network supporting the connectivity with IOPHub. For example, a written policy is in place detailing the restrictions on new computer connections to the network, remote network access, and/or wireless access to the						

IOP Business Rules: Attachment A: Exceptions Taken by Authority							
Requirement Number	Requirement	CTIRMA	HCIRA	NTIA	IOP	IOPHub	Notes
	connecting organizations network.						
IBR-SEC-13	Each Interoperable Authority must be able to demonstrate a policy that anti-virus software is installed, current and actively running on all systems commonly affected by viruses, especially personal computers and servers. This policy does not include UNIX-based operating systems or mainframes.						
IBR-SEC-14	Each Interoperable Authority must agree to network vulnerability scans to the IOPHub. The IOH will notify the organization that a scan has taken place; however, due to the nature of these scans the IHO may not provide advance notice.						Per PCI Compliance requirements. Not to be performed during peak hours.
IBR-SEC-15	Each Interoperable Authority will follow the security standards that are most desirable are the ones provided in the latest version of the Payment Card Industry (PCI) Data Security Standards (DSS) as published by PCI Security Standards Council at <a href="https://www.pcisecuritystandards.org/https://www.pcisecuritystandards.org">https://www.pcisecuritystandards.org/https://www.pcisecuritystandards.org</a> .						
IBR-SEC-16	All changes in access to the IOPHub must be accompanied by a valid business justification, and are subject to security review. Changes are to be implemented via corporate change management process. Each Interoperable Authority is responsible for notifying the IHO when there is a material change in their originally provided information so that security and connectivity evolve accordingly.		HCIRA to notify each authority of designee.				Determine Authority Designee who is responsible for requesting access.

**IOP Business Rules: Attachment A: Exceptions Taken by Authority**

<b>Requirement Number</b>	<b>Requirement</b>	<b>CTIRMA</b>	<b>HCTRA</b>	<b>NTA</b>	<b>TOD</b>	<b>JOPIHub</b>	<b>Notes</b>
IBR-SEC-17	When access is no longer required to the IOPHub, each Interoperable Authority must notify the IHO IT team which will terminate the access. The IHO IT security teams will conduct an audit of external connections on an annual basis to ensure that all existing connections are still needed, and that the access provided meets the needs of the connection. Connections that are found to be deprecated, and/or are no longer being used to conduct IOPHub business, will be terminated immediately. Should a security incident or a finding that a circuit has been deprecated and is no longer being used to conduct IOPHub business necessitate a modification of existing permissions, or termination of connectivity, the IHO IT team will do its best to notify the POC of the change prior to taking any action.						
IBR-CUS-1	The Home Authority is responsible for providing initial service and support to its own Patrons with respect to questions and/or disputes regarding Interoperable Transactions created on facilities of Visited Authorities. Visited Authorities may refer the Home Authority's Patrons to the Home Authority for resolution of such matters if the Visited Authority is unable to respond to or resolve the matter.						
IBR-CUS-2	Communication protocols shall be established to support customer service.						
IBR-CUS-3	The Visited Authority and the Home Authority shall work cooperatively when Interoperable Transactions at a Visited Authority's facility are disputed and research must be undertaken to determine the validity of the Interoperable Transaction. Both Authorities shall attempt to minimize inconvenience to the Patron in such circumstances.						
IBR-CUS-4	The Visited Authority may request that the Home Authority make an adjustment to an Account with regard to an Interoperable Transaction created on the Visited Authority's facility. The request by the Visited Authority shall be made within ninety (90) days of the original Interoperable Transaction. If accepted, the Home Authority shall make the adjustment and shall reconcile that Transaction amount in the next financial settlement to the Visited Authority.						
IBR-CUS-5	In a situation when a Patron is not satisfied with a Visited Authority's resolution of an Interoperable Transaction dispute, the Patron's Home Authority may elect to credit the Interoperable Transaction to the Patron's Account and shall bear the cost of the credit associated with the						

**IOP Business Rules: Attachment A: Exceptions Taken by Authority**

<b>Requirement Number</b>	<b>Requirement</b>	<b>CIRMA</b>	<b>HCTRA</b>	<b>NTA</b>	<b>IOD</b>	<b>JOPTub</b>	<b>Notes</b>
	disputed Transaction.						
IBR-TST-1	Each Authority shall undergo and pass the minimum set of agreed-upon test requirements promulgated by the Interoperability Committee.						ETCC to maintain and circulate procedures when required.
IBR-TST-2	Testing for Interoperability certification shall be at the expense of the Authority being certified as Interoperable.						ETCC to maintain and circulate procedures when required.
IBR-MNT-1	Each Interoperable Authority shall strive to provide a minimum of two (2) weeks notification of tolling system changes that affect interoperability. This includes but is not limited to: tolling location additions and/or changes, toll policies or programs, toll equipment changes and toll rate changes.						
IBR-MNT-2	Each Interoperable Authority in receipt of another Interoperable Authority's change notification shall implement or provide notification of intent to implement any required modification to their system's configuration within the two (2) week period provided.						
IBR-MNT-3	Each Interoperable Authority shall strive to provide a minimum of two (2) weeks' notice of scheduled system maintenance to their respective system that will impact another Interoperable Authority and/or the processing of transactions.						

**EXHIBIT B**

**TEXAS INTEROPERABILITY INTERFACE CONTROL DOCUMENTS**

# **Interoperable Interface Control Document ICD-01: File Transfer**

*September 2013*

*Version 2.06*

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# DOCUMENT STATUS SHEET

Date	Revision	Author	Pages Modified	Sections Modified	Description of Modifications
03/23/2007	0.01	ETC	N/A	N/A	Initial draft of document.
05/15/2007	2.00	ETC	N/A	N/A	Made As-Built.
06/08/2007	2.01	ETC			Updated document per TXDOT Review.
06/18/2007	2.02	ETC			Updated per IOP ICD discussion with the IOP Authorities & ETC Internal Review.
06/21/2007	2.03	ETC			Updated per NTTA Review.
7/26/07 – 9/21/07	2.04	BA			Updated per comments from TxDOT.
09/05/08	2.05	Craig Bowie, BA			Updated File Header Format section, processing behavior. Added software release information.
09/09/2013	2.06	ETC	7,8	2.4.3, 2.4.6	Updated Receiver Processing steps to reflect current process.

# SOFTWARE RELEASE

Date	Software Revision	Description of Modifications
January 2007	1.0	<p>New Subscribers and Service Providers as of January 1, 2007 must:</p> <ol style="list-style-type: none"> <li>1. Standardize date and time fields as GMT:               <ol style="list-style-type: none"> <li>a. YYYYMMDD is the GMT date where YYYY is the year in four-digit format (i.e. 2007), MM is the month in numerical format (i.e. October would be 10) and DD is the day of the month.<sup>1</sup></li> <li>b. HH24MISS is the GMT time where HH24 is the 2-digit hour in 24-hour format, MI are the minutes, and SS are the seconds. The time used to create this external file name is the GMT time.</li> </ol> </li> <li>2. Checksums shall be calculated and incorporated in the files transferred.</li> </ol> <p>Previous IOPHub software versions shall be supported until further notice.</p>
August 2008	2.0	<p>New Subscribers and Service Providers as of August 2008: Header records will only process when received with correct size. Any files received with incorrect header file size will result in error.</p>

<sup>1</sup> Dates and times are expressed in Greenwich Mean Time (GMT) to facilitate date/time processing unaffected by daylight savings time changes, or time zone differences.

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# 1 Introduction

## 1.1 Purpose

This Interoperability Interface Control Document (ICD) describes the general file structure used by interoperable authorities to construct files that are exchanged between Authorized Service Providers and authorized Subscribers by means of the IOPHub system.

This interoperable ICD defines the format, content and physical transfer of the files transferred between authorized Service Providers or authorized Subscribers and authorized Service Providers via the IOPHub system.

## 1.2 Definitions, Acronyms and Abbreviations

A comprehensive glossary of terms is being maintained for the entire Interoperability project. The terms, acronyms and abbreviations used in this document will be contained in the Interoperable Project Glossary.

For easy reference, the following terms are provided.

Table 1.2: Definitions, Acronyms, and Abbreviations<sup>2</sup>

Term	Description
Authorized Service Provider	An entity that signs the Statewide Interoperability ILA because it received approval by members of the statewide interoperability task force.
Home Authority (HA)	An Authority that issues transponders to patrons, owns and manages accounts associated with those transponders, and posts transactions to those accounts.
Service Provider (SP)	An Authority that operates and maintains a customer service center that issues AVI transponders for electronic payment of AVI transactions, such as toll road fees and parking fees. For this document, the Service Provider shall be defined as an Authority that sends transponder transactions and toll variance transactions to the IOPHub system for reconciliation.
Subscriber	An Authority that utilizes a service provider to conduct customer service center operations. These types of Authorities do not maintain their own customer accounts, or operate a customer service center.
Tag Validation List (TVL)	A comprehensive list of transponders issued by each interoperable Authority.
Tag Validation List Update	A list of Tag Validation List (TVL) changes since the last TVL Update or TVL List.
Visited Authority (VA)	Any Authority, or its designated representative, that is not the customer's Home Authority.

<sup>2</sup> Note: If changes are made to this table, please verify against the IOPHub Project Glossary.

## 1.3 References

---

The following items are referenced in this document:

- *Interoperability Business Requirements Document*
- *Interoperable ICD-02: Tag Validation List*
- *Interoperable ICD-03: Transactions File.*
- *IOPHub Data Security Guidelines*
- *IOPHub Project Glossary*

## 1.4 Overview

---

The IOPHub uses a standard set of data exchange protocols that provide Interoperability between one or more Service Providers to communicate and exchange data.

The ICDs have been documented to define the protocols used to exchange transactions, reconciliation data, and Tag status information. These ICDs describe the content and structure of the Tag Validation List file, Tag Validation List acknowledgement file, transaction file and reconciliation file and their associated data records, as well as the associated processing required. The document *Interoperable-ICD-02: Tag Validation List*, for example, describes the protocol employed between Service Providers to exchange Tag Validation List information.

The exchange of data (transactions and tag statuses) is governed by the requirements as set forth in the *Interoperable Business Requirements Document*.

IOPHub – Data Flow Diagram

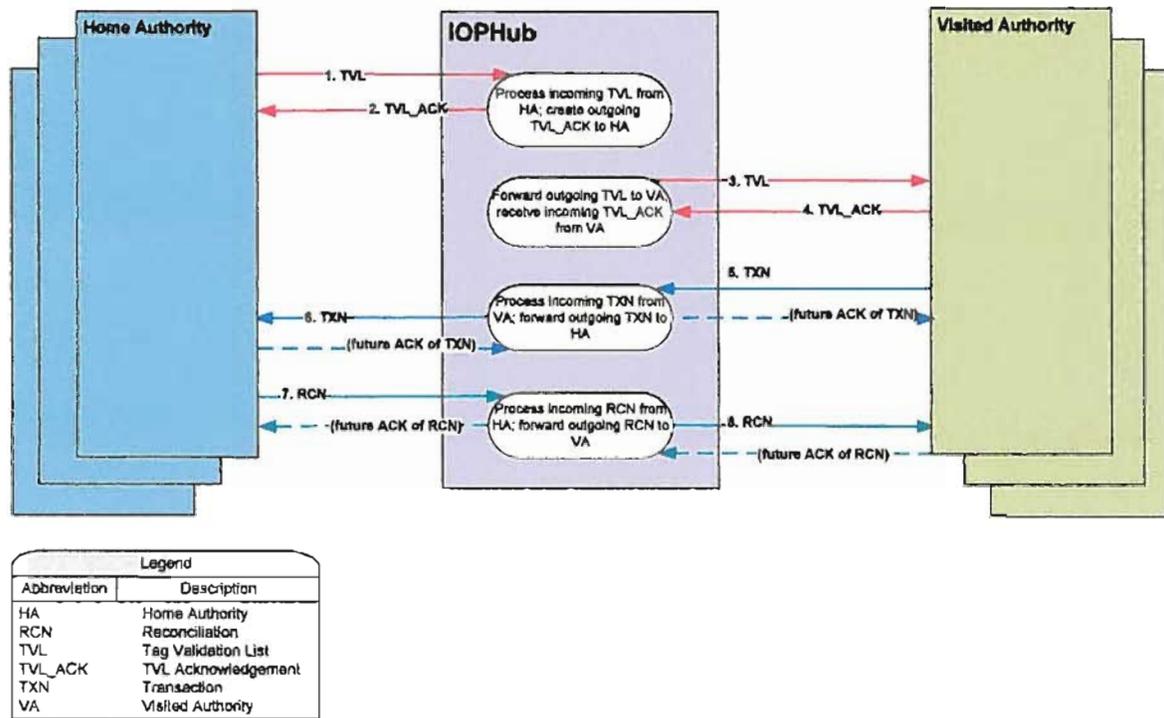


Figure 1. Interoperable Data Flow.

This ICD describes the format of the data files required to support the interoperable protocol between Service Providers to facilitate the physical exchange of data files. This ICD describes the format of the file header and the associated processing of the file required to ensure data files are consistently constructed, transferred and received.

Since data flows between Service Providers via the IOPHub, the interface between Service Providers is important to define. As data is prepared to be sent from the sender's side, additional items are added to the file to support the interoperable protocols. In this instance, a file header is created. The details of the file header are described in this document.

When the IOPHub receives the file in the appropriate Service Provider incoming FTP folder, the file is validated prior to processing. Once the file is validated, the file is processed by the IOPHub and then distributed to the appropriate Service Providers' outgoing FTP folder for pickup. The receiving Service Provider picks up the file and also validates the file header prior to using the file.

The following sections describe the general file structure format and location of the file header required. The content of the data records contained in the file is detailed in the documents *Interoperable-ICD-02: Tag Validation List* and *Interoperable-ICD-03: Transaction File*.

## 2 Specification

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### 2.1 Type

---

This specification defines the general structure of ASCII data files transmitted between Service Providers. This specification does not address the content of the files beyond the file header.

### 2.2 Security

---

The data files will be written with no special security considerations. The contents of the files are viewable in a standard text editor. The files contain no security-sensitive information.

The IOPHub shall utilize a firewall scheme that will prevent unauthorized access by authorized or unauthorized users. Captive accounts or similar accounts shall be used to prevent unauthorized users from accessing other areas of the IOPHub and Service Provider computer systems.

Each Service Provider shall utilize a firewall scheme that will prevent access by unauthorized users. Captive accounts or similar accounts shall be used to prevent an unauthorized user from accessing other areas of the Service Providers' computer systems.

The IOPHub Data Security Guidelines provides documentation on the minimum and preferred security standards.

### 2.3 File Transfer Guidelines

---

All data files transmitted (pushed) to the IOPHub FTP or picked up (pulled) from the IOPHub FTP by Service Providers will be packaged in a .zip file. The .zip file will be named the same name as the file contained within the .zip file. The '.ZIP' (all capital letters) file extension will be used for all .zip files. The .ZIP file name will also have a '\$' character added to the beginning of the file name prior to sending the file. After the file is delivered to the appropriate FTP folder and validated by the Sender, the file name will be changed to the original file name.ZIP without the leading '\$'.

Only one, comma-delimited ASCII data file will be included in each .ZIP file. The file will be unzipped prior to processing.

### 2.4 Processing Guidelines

---

Files will be exchanged between Service Providers and other Service Providers or Subscribers (Visited Authority) on a regular basis as specified in the Interoperability Business Requirements. Files will be sent on a "push" basis to the IOPHub system for distribution. That is, each Service Provider or Subscriber that has a file ready for transmittal will transmit that file to the other Service Providers or Subscribers via the IOPHub FTP.

The general steps taken in creating, transmitting and receiving a file are as follows:

#### **2.4.1 Sender:**

---

Sender can be Authority, Service Provider, Subscriber or future entities.

1. Sender generates data file contents
2. Sender constructs file header and appends data file contents
3. Sender generates checksum and places in file header
4. Sender generates file size and places in file header
5. Sender generates record count and places in record header
6. Sender zips file using PKZIP and places '\$' as leading character of .ZIP file name
7. Sender transmits (push) zipped file to appropriate IOPHub Sender's FTP incoming folder
8. Sender verifies file size of zipped file at destination folder
9. If file verified correctly, Sender renames .ZIP file by removing '\$' from beginning of file-name.ZIP to make file available for pickup by the IOPHub or
10. If file did not verify correctly, Sender removes file

#### **2.4.2 IOPHub**

---

1. Check Sender's FTP incoming folders at IOPHub for new files
2. Verify file name does **not** have '\$' prefix; verify the file name has .ZIP extension
3. Unzip file if no errors
4. Verify file checksum, file size and record count contained in the contents of the file header and record header
5. Verify file record integrity
6. Process file by parsing and validating each record field
7. Mark the file status as "Processed" in Sender's FTP incoming folder at IOPHub.
8. Generate data file contents for Receiver
9. Construct file header and append to data file contents
10. Generate checksum and place in file header
11. Generate file size and place in file header
12. Generate record count and place in record header
13. Zip file using PKZIP
14. Place file to appropriate Receiver FTP outgoing folder at IOPHub

### 2.4.3 Receiver:

---

Receiver can be Authority, Service Provider, Subscriber or future entities.

1. Receiver checks Receiver's FTP outgoing folders at IOPHub for new files
2. Receiver verifies file name does **not** have '\$' prefix; verify the file name has .ZIP extension
3. Receiver pulls ZIP file from IOPHub to the Receiver site; verify the ZIP file size at Receiver site matches with the ZIP file size at IOPHub
4. The file status of the file in Receiver's FTP outgoing folder at IOPHub will be marked as "Deleted" by the Receiver
5. Receiver unzips file at the Receiver site if no errors
6. Receiver verifies file checksum, file size and record count contained in the contents of the file header and record header
7. Receiver verifies file record integrity
8. Receiver processes file

Sections 2.4.4, 2.4.5 and 2.4.6 provide the details of these general steps.

### 2.4.4 Sender Processing

---

When a data file is available for transmission to IOPHub, the Sender must construct a file header containing the file size and checksum value. The format of the file header is described in Section 2.5.1. The name of the file is determined based upon the contents of the file.

Once the file header is constructed, the data file contents are appended and the entire file is zipped in a .ZIP file. The name of the file will be the same name as the original file with the addition of '\$' character as the leading character of the file name and a file extension of .ZIP (all capital letters).

The file is then transmitted to the Sender's FTP incoming folder at the IOPHub. The '\$' character prevents the IOPHub from prematurely processing the file. The Receiver is obliged to ignore any file beginning with the '\$' character.

Upon completion of the transmission, the Sender verifies the file size at the incoming FTP folder of the IOPHub.

If the file size is incorrect, the Sender shall remove the data file ('\$' prefixed named file.ZIP) from the FTP folder. In accordance with the Interoperability Business Requirements document, an attempt to retransmit the file will be made by the Sender. It is the Sender's responsibility to repeat this failure processing before halting further file transfer attempts to the IOPHub. After failed attempts, the Sender should notify IOPHub Support. Each Sender can decide the number of attempts and the duration criteria for resending / repackaging files within the defined limitations of the Interoperability Business Requirements.

If the file size is verified by the Sender at the IOPHub FTP folder, the Sender shall rename the file by removing the '\$' prefix character. At this point, the Sender has delivered the file and made it available for processing at the IOPHub.

### 2.4.5 IOPHUB Processing

---

The IOPHub shall check for incoming files at the Sender's FTP incoming folders. Upon detection of a new ZIP file that is **not** preceded by a '\$', the IOPHub shall unzip the file if no errors. The IOPHub then shall verify the contents of the file. The file header shall contain both the file size and a checksum value. The record header shall contain the record count.

If either the file size or checksum value is invalid, the entire data file shall not be processed. The IOPHub will mark the file as an error status file, notify the appropriate personnel, or take other such similar action.

If the file size and checksum are verified, the file is picked up from the Sender's FTP incoming folder and processed by the IOPHub.

The IOPHub will then mark the file status as "Processed" in the Sender's FTP incoming folder.

The IOPHub will generate data file contents for the Receiver, construct file header, generate checksum and file size to place in the file header and generate record count to place in the record header. The IOPHub will zip the file and place the ZIP file to the appropriate Receiver FTP outgoing folder at IOPHub.

### 2.4.6 Receiver Processing

---

The Receiver shall check for outgoing files at their outgoing FTP folders at the IOPHub. Upon detection of a new ZIP file without '\$' prefix, the Receiver shall pull the ZIP file from IOPHub to the Receiver site. The file status of the file in the Receiver's FTP outgoing folder at the IOPHub will be marked as "Deleted" by the Receiver. (**Note:** The file is deleted logically only; the actual file can still be retrieved for review.)

The Receiver shall verify the ZIP file size is correct and unzip the file if no errors.

The Receiver then shall verify the contents of the file. The file header shall contain both the file size and a checksum value. The record header shall contain the record count. If file size, record count, checksum value or file format is invalid, then the entire data file shall be disregarded. The Receiver may choose to rename the file, move the file to an unprocessed holding area and notify the appropriate personnel within 24 hours.

If the file size, checksum and record count are verified, the file is processed by the Receiver.

### 2.4.7 Audit Capability

---

All files remain available on IOPHub Server and they can be viewed or downloaded via the IOPHub User Interface. At a minimum, the IOPHub will maintain two (2) years of data. The User Interface allows the viewing of various file activities with option to organize the file activities by Service Provider or Subscriber.

### 2.4.8 Archive & Purge

---

The IOPHub shall maintain data online for a period of two (2) years. After the two year period, data shall be purged.

## 2.5 File Format

The format of an exchanged data file is depicted in Figure 2. The first element in the file is a file header. The format and content of the file header is detailed in Section 2.5.1. The file header is followed by a record header, and an arbitrary number of data records. The format of the record header is dependent upon the file category of data contained within the file. The formats of the various record headers are described in the appropriate ICDs.

Each file must contain only one file header at the beginning of the file. The file header must contain the checksum and the file size only. A file that does not contain this minimum element is considered invalid.

Each record in a file consists of ASCII characters terminated by a Carriage Return (ASCII hex 0x0D) and Line Feed (ASCII hex 0x0A). The size of the file header is fixed in length. The sizes of the record header and data records are variable and are specified in the appropriate ICDs.

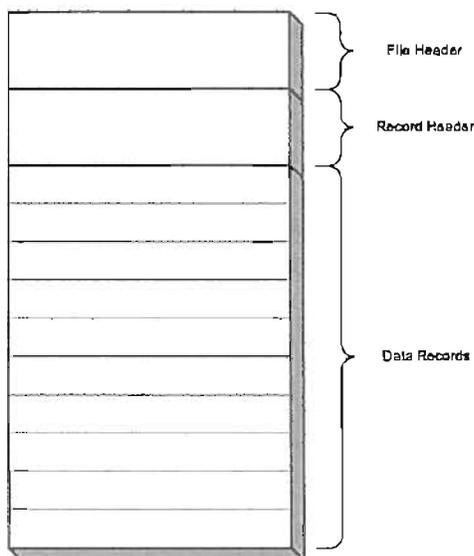


Figure 2. Interoperable File Structure.

### 2.5.1 File Header Format

The file header is a fixed length ASCII record with comma-delimited fields, terminated by a Line Feed or Carriage Return & Line Feed. Although the fields are fixed in length, they are still separated by commas. This is to allow processing by either of two means: (1) specifying absolute file offset position and field length; or (2) parsing the record, breaking on the comma-delimiter. This format was developed to afford implementers maximum flexibility in processing the record type at their system.

#### File Header Format

Description	Type	Min. and Max. Length	Delimiter	Red's	Comment
File Checksum	Character	8	,	Y	A 32-bit, 8 fixed length character checksum computed for the contents of the file, beginning at the character immediately following the header record and associated CR/LF. This value is displayed as an 8-digit ASCII hex number.
File Size	Numeric	12	CR&LF	Y	The size of the file, in bytes.

The CRC32 standard algorithm is used to compute the checksum value. The checksum is a 32-bit value and is displayed as 8 fixed characters in ASCII hex number. The file size is a base-10 ASCII number. The field is fixed length, although it may be zero-padded.

Note: The checksum, a value of FFFFFFFF, is used by the NTTA and HCTRA. CTRMA calculates and uses checksum in file exchanges with IOPHub. Checksums must be calculated for those connecting to the IOPHub after January 2007.

Header records will only process when received with correct size. Any files received with incorrect header file size will result in error.

## 2.5.2 Data Record

The Data record portion of the file may contain one or more records.

All file types may contain data records from one or more Service Providers, Subscribers or Authorities.

The Transaction file and RCN file may contain one or more types of data records from one or more Service Providers, Subscribers or Authorities.

## 2.5.3 ZIP File Format

Each file sent or received in by the IOPHub FTP must be zipped using PKZIP.

Each ZIP file shall contain only one data file.

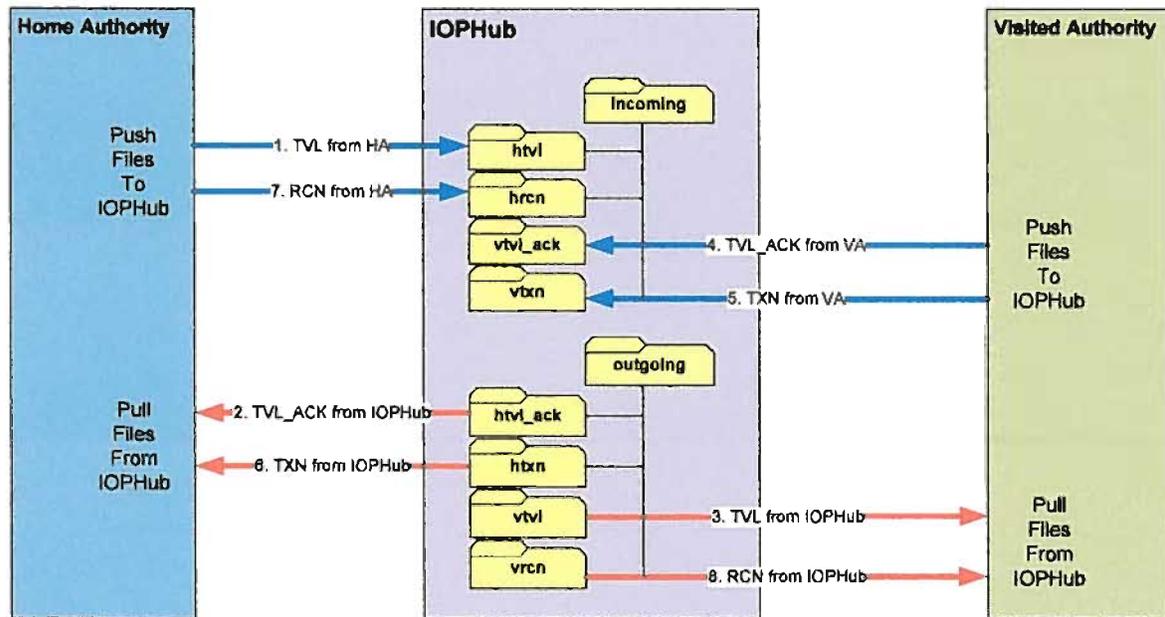
## 2.5.4 Sample Data

A sample File Header is shown below. It contains a checksum value of '13579BDF' (324,508,639 in base-10) and a file size of 53,724 bytes. For illustration purposes, the file size is zero-padded and the Carriage Return & Line Feed is represented as a "¶."

```
13579BDF,000000053724¶
```

## 2.6 File Transfer Depiction

The diagram below provides a visual image of how Service Providers will transmit files (Push) to the IOPHub and how they will receive (Pull) files from the IOPHub. For example, the Home Authority sends TVL to IOPHub. After receiving TVL from the Home Authority, IOPHub sends TVL\_ACK to the Home Authority. IOPHub then forwards TVL to the Visited Authority. After receiving TVL from IOPHub, the Visited Authority sends TVL\_ACK to IOPHub.



Legend	
Abbreviation	Description
HA	Home Authority
RCN	Reconciliation
TVL	Tag Validation List
TVL_ACK	TVL Acknowledgement
TXN	Transaction
VA	Visited Authority

## 2.7 Availability

IOPHub shall be available 24 hours a day, 7 days a week for the file exchanges. Exceptions will be for scheduled maintenance activities. All Service Providers and Subscribers shall be notified in advance of scheduled maintenance activities and extended downtime periods. When IOPHub is down, the agencies should stop pushing and pulling files. File transfers may continue after the IOPHub is back up.

# Interoperable Interface Control Document ICD-02: Tag Validation List

*September 2013*

*Version 2.07*

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# DOCUMENT STATUS SHEET

Date	Revision	Author	Pages Modified	Sections Modified	Description of Modifications
03/23/2007	1.00	ETC	N/A	N/A	Initial draft of document.
05/15/2007	2.00	ETC	N/A	N/A	Made As-Built.
06/08/2007	2.01	ETC			Updated document per TXDOT Review.
06/18/2007	2.02	ETC			Updated per IOP ICD discussion with the IOP Authorities and ETC Internal Review.
06/21/2007	2.03	ETC			Updated per NTTA Review.
7/27/07 – 9/21/07	2.04	BA			Revised based on comments received from TxDOT.
3/5/2008	2.05	Ansel Cheng			Changed document version number to match TXNS document (0709 INTEROPERABLE-ICD-03-TXNS_v2 05.doc)
9/3/08	2.06	Craig Bowie	5, 6, 7	2.5.1, 2.6	File header format updates
09/09/2013	2.07	ETC	3,12	2.3,3.3	Updated TVL Processing Guidelines to reflect current process.

# SOFTWARE RELEASE

Date	Software Revision	Description of Modifications
January 2007	1.0	<p>New Subscribers and Service Providers as of January 1, 2007 must:</p> <ol style="list-style-type: none"> <li>1. Standardize date and time fields as GMT:               <ol style="list-style-type: none"> <li>a. YYYYMMDD is the GMT date where YYYY is the year in four-digit format (i.e. 2007), MM is the month in numerical format (i.e. October would be 10) and DD is the day of the month.<sup>1</sup></li> <li>b. HH24MISS is the GMT time where HH24 is the 2-digit hour in 24-hour format, MI are the minutes, and SS are the seconds. The time used to create this external file name is the GMT time.</li> </ol> </li> <li>2. Checksums shall be calculated and incorporated in the files transferred.</li> </ol> <p>Previous IOPHub software versions shall be supported until further notice.</p>

<sup>1</sup> Dates and times are expressed in Greenwich Mean Time (GMT) to facilitate date/time processing unaffected by daylight savings time changes, or time zone differences.

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# 1 Introduction

## 1.1 Purpose

This Interoperable Interface Control Document (ICD) describes the general file structure used by interoperable authorities to construct files that are exchanged between other authorized Service Providers and authorized Subscribers by means of the IOPHub system.

This interoperable ICD defines the format and content of the physical files transferred between authorized Service Providers or authorized Subscribers and authorized Service Providers via the IOPHub system to exchange Tag status and vehicle license plate information. In addition, this ICD describes the Tag Validation List Acknowledgement File returned to the sending Service Provider and the naming conventions for the files used in this exchange are also described.

## 1.2 Definitions, Acronyms and Abbreviations

A comprehensive glossary of terms is being maintained for the entire Interoperability project. The terms, acronyms and abbreviations used in this document will be contained in the Interoperable Project Glossary.

For easy reference, the following terms are provided.

Table 1.2: Definitions, Acronyms, and Abbreviations<sup>2</sup>

Term	Description
Home Authority (HA)	An Authority that issues transponders to patrons, owns and manages accounts associated with those transponders, and posts transactions to those accounts.
Service Providers (SP)	An Authority that operates and maintains a customer service center that issues AVI transponders for electronic payment of AVI transactions, such as toll road fees and parking fees. For this document, the Service Provider shall be defined as an authority that sends transponder transactions and toll variance transactions to the IOPHub system for reconciliation.
Subscriber	An authority that employs a Service Provider to conduct customer service center operations. These types of authorities do not maintain their own customer accounts, or operate a customer service center.
Tag Validation List (TVL)	A comprehensive list of transponders issued by each interoperable Authority..
Tag Validation List Update	A list of Tag Validation List (TVL) changes since the last TVL Update or TVL..
Visited Authority (VA)	Any Authority, or its designated representative, that is not the customer's Home Authority.

## 1.3 References

The following items are referenced in this document:

<sup>2</sup> Note: If changes are made to this table, please verify against the IOPHub Project Glossary.

- *Interoperability Business Requirements Document*
- *Interoperable -ICD-01: File Transfer*
- *Interoperable -ICD-03: Transactions File*
- *IOPHub Data Security Guidelines*
- *IOPHub Project Glossary*

## 1.4 Overview

---

The IOPHub system uses a standard set of data exchange protocols that provide Interoperable functionality between one or more authorized Service Providers and Subscribers to communicate and exchange data.

This document contains the specification for the format of the Interoperable Tag Validation List and Tag Validation List Acknowledgement. The exact structure of the file and the layout of the individual components are detailed in the remaining sections of this document. Security related issues and processing guidelines are also addressed.

The exchange of data (transactions and tag statuses) is governed by the requirements as set forth in the *Interoperability Business Requirements document*. The ICD-01 File Transfer defines the general format of the files used to exchange interoperable transactions and Tag Validation List Specification.

## 2 Tag Validation List File Specification

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### 2.1 Type

---

This specification defines the general structure of Interoperable Tag Validation List. The Tag Validation List is an ASCII text file. The file contains records with comma-delimited fields, terminated by Carriage Return & Line Feed characters.

### 2.2 Security

---

The data files will be written with no special security considerations. The contents of the files are viewable in a standard text editor. The files contain no security-sensitive information.

The IOPHub utilizes a firewall scheme that will prevent unauthorized access by authorized or unauthorized users. Captive accounts or similar accounts shall be used to prevent unauthorized user from accessing other areas of the IOPHub system and Service Providers' computer systems.

Each Service Provider shall utilize a firewall scheme that will prevent access by unauthorized users. Captive accounts or similar accounts shall be used to prevent an unauthorized user from accessing other areas of the Service Providers and Subscribers computer systems.

The IOPHub Data Security Guidelines provides documentation on the minimum and desired security standards.

### 2.3 Processing Guidelines

---

Files will be exchanged between Service Providers and Subscribers via the IOPHub utilizing the protocol described in the *Interoperable-ICD-01: File Transfer*. Subscribers will receive TVL files, but will not send TVL files. The file transfer protocol verifies the size of the file, checksum, record count and validates the file format.

An interoperable authorized Service Provider shall create a Tag Validation List for the Tags owned by the Authority. This specification requires that the status file contain a record for every Tag owned by the Authority. Additionally, partial Tag Validation List updates are created on an "as required" basis. Once the Tag Validation List is created, it is transmitted to the other Service Providers and Subscribers via the IOPHub.

The Tag Validation List requires acknowledgement from the receiving Service Providers and Subscribers. The format of this acknowledgement file is described in **Section 3.5**. The Tag Validation List must be named and constructed according to the following naming convention:

IOP\_{Originating-Authority}\_{Destination-Authority}\_YYYYMMDD\_HH24MISS\_{XXXXXX}.STA

The Tag Validation List naming convention description:

- "IOP" is the designation abbreviation for Interoperability files.
- {Origination-Authority} is name of the Authority creating the file. The Authority can be Service Provider, Subscriber or IOPHub.
- {Destination-Authority} is name of the Authority receiving the file. The Authority can be Service Provider, Subscriber or IOPHub.

- YYYYMMDD is the GMT date where YYYY is the year in four-digit format (i.e. 2007), MM is the month in numerical format (i.e. October would be 10) and DD is the day of the month.<sup>3</sup>
- HH24MISS is the GMT time where HH24 is the 2-digit hour in 24-hour format, MI are the minutes, and SS are the seconds. The time used to create this external file name is the GMT time.
- {XXXXXXXXXX} is an arbitrary region of up to 9 characters to be used by the Origination Authority to allow unique file names to be generated. Any combinations of alphanumeric characters are allowed in this portion of the name.
- "STA" is the file extension appended to the file name. This extension helps serve to identify the content type of the file.

**Note:** The Data File name and ZIP file name are both in upper case, including the file extension.

For example, a file created and sent from NTTA to IOPHUB on March 13, 2007 at 5pm GMT might be named:

IOP\_NTTA\_IOPHUB\_20070313\_170000\_000002222.STA

Once zipped, the file name of the zipped file would be named:

\$IOP\_NTTA\_IOPHUB\_20070313\_170000\_000002222.ZIP

---

<sup>3</sup> Dates and times are expressed in Greenwich Mean Time (GMT) to facilitate date/time processing unaffected by daylight savings time changes, or time zone differences.

## 2.4 File Format

The file format conforms to the general structure described in the document *Interoperable-ICD-01: File Transfer* (see Figure 1). The files are in ASCII format, comprised of a file header and record header, followed by data records. The file header is described in *Interoperable-ICD-01 File Transfer*. This portion of the file is shown in gray in the figure below.

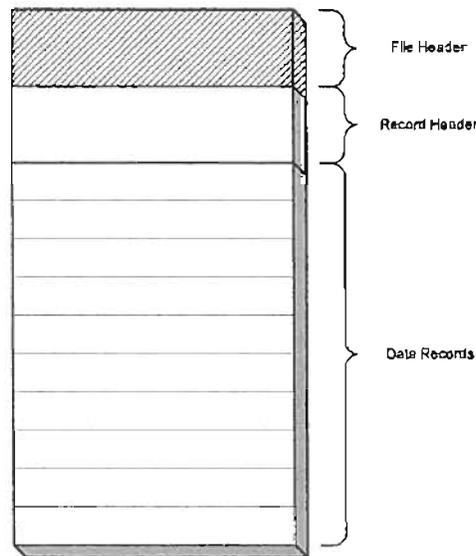


Figure 1. Interoperable File Structure.

The record header and data records are created by the Sender's system. The record header, as well as each data record, will be terminated by a Line Feed or Carriage Return & Line Feed (hex '0D 0A') character combination. Fields in a record header and data records are variable length and comma-delimited. Section 2.5 describes the format of the record header and data records.

## 2.5 Record Formats

The first portion of all record types is similar. Each record begins with a record code composed of a two-digit alpha code and a two-digit version code. The remaining fields in the record vary based upon the record type. All fields are ASCII alphanumeric characters, variable length and comma-delimited.

### 2.5.1 Tag Validation List Record Header Format

The Record Header contains information about the originating Service Provider, time of creation and record count. The batch ID serves as identification in the acknowledgement returned to the file's originator. This field is sufficiently large to allow Service Provider to create unique batch IDs for a reasonable period of time. This would be the amount of time required to allow a receiving Service Providers and Subscribers to post the file's contents with the safest of margins (e.g., 60-90 days).

Tag Validation List Record Header Format					
Description	Type	Max Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field will always be "SH01"
Originating Authority	Character	8	,	Y	Operating Authorities <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• IOPHub</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TXDOT – Texas Department of Transportation</li> </ul>
Date-Time Created	Character	15	,	Y	GMT Date-time file was created. 'YYYYMMDD-HH24MISS'
Record Count	Number	10	,	Y	Number of records not including the header record to follow in this file.
Batch ID	Number	10	,	Y	Batch ID for the file. This field is a number between 0 and 4,294,967,295.
Update Type	Character	10	,	Y	Status update type: <ul style="list-style-type: none"> <li>• "FULL" = Complete list of all owned tags.</li> <li>• "INCR" = Incremental list of tags, a periodic update.</li> </ul>
File Name	Character	60	CR&LF	Y	Original file name for this file as created by the originator.

## 2.5.2 Tag Validation List Record Format

The Tag Validation List Record (Record Code "ST01") contains information about the individual Tags owned by a Service Provider.

Tag Status Validation Record Format					
Description	Type	Max Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field will always be "ST01"
Tag ID	Character	20	,	Y	Complete Tag ID, i.e. 'DNT.12345678.....\$'
Tag Status	Character	1	,	Y	Current tag status recorded at HIA: G – Good B – Low Balance I – Invalid L – Lost N – Negative Balance R – Returned S – Stolen
Tag Vehicle Classification	Numeric	3	,	Y	Classification of the vehicle based on the axle count, listed on the tag record. 2 – Two axle vehicle 3 – Three axle vehicle 4 – Four axle vehicle 5 – Five axle vehicle 6 – Six plus axle vehicle (other)
Revenue Type	Numeric	1	,	Y	1 = full-fare 2 = non-revenue
License Plate State	Character	3	,	N	Three characters indicate the state code.
License Plate Number	Character	15	,	N	License Plate Number associated with the Tag
Alternate License Plate <sup>4</sup> State	Character	3	,	N	Three characters indicate the state code.
Alternate License Plate Number	Character	15	,	N	Alternate License Plate Number associated with the Tag
Attribute_1	Character	15	,	N	This field will have additional Authority specific data, if necessary
Attribute_2	Character	15	,	N	This field will have additional Authority specific data, if necessary
Attribute_3	Character	50	,	N	This field will have additional Authority specific data, if necessary
Attribute_4	Character	50	,	Y	TVL Home Authority • CTRMA – Central Texas Regional Mobility Authority • HCTRA - Harris County Toll Road Authority • NTTA - North Texas Toll Authority • TXDOT – Texas Department of Transportation
Attribute_5	Character	50	CR&LF	N	Home Authority Account ID

<sup>4</sup> Alternate License Plate State and Plate Number shall be implemented in later release. Until then, these fields shall be blank.

## 2.6 Sample Data

Three sample TVL files are shown below. Each TVL file contains a record header and tag validation list records. The Carriage Return & Line Feed characters are shown as a “`\r\n`”.

a) TVL File from NTTA to IOPHUB

```
FFFFFFFF,000078802478\r\n
SH01,NTTA,20070617-070010,1460597,204973,FULL,IOP_NTTA_IOPHUB_20070617_070010_000119035.STA\r\n
ST01,DNT.00030438.....$,G,2,1,TX,017FPXX,,,,,148375\r\n
ST01,DNT.00170632.....$,I,2,1,TX,V50YDJ,,,,,127048\r\n
ST01,DNT.00000919.....$,I,2,1,TX,AMTECH,,,,,1075\r\n
ST01,DNT.00178184.....$,G,2,1,TX,773HBJ,,,,,134014\r\n
ST01,DNT.00204131.....$,L,2,1,TX,1HDN31,,,,,170866\r\n
ST01,DNT.00121336.....$,G,2,1,TX,P73NZD,,,,,96346\r\n
ST01,DNT.00044144.....$,G,2,1,TX,264WWMG,,,,,847895\r\n
```

b) TVL File from IOPHUB to CTRMA

```
B77A0658,000085891811\r\n
SH01,IOPHUB,20070617-074418,1460597,24326,FULL,IOP_IOPHUB_CTRMA_20070617_074418_000024326.STA\r\n
ST01,DNT.00275246.....$,B,2,1,TX,1ZVZ33,,,,,NTTA,89128\r\n
ST01,DNT.01035664.....$,G,2,1,TX,7RGJ74,,,,,NTTA,270062\r\n
ST01,DNT.00610515.....$,I,2,1,TX,D97TGS,,,,,NTTA,422432\r\n
ST01,DNT.01125692.....$,G,2,1,TX,J61XBD,,,,,NTTA,193171\r\n
ST01,DNT.00840360.....$,G,2,1,TX,O2YKC3,,,,,NTTA,531509\r\n
ST01,DNT.00080081.....$,G,2,1,TX,295PYW,,,,,NTTA,51247\r\n
ST01,DNT.00443331.....$,G,2,1,TX,185DJW,,,,,NTTA,309112\r\n
```

c) TVL File from IOPHUB to HCTRA

```
FFFFFFFF,000082970617\r\n
SH01,IOPHUB,20070617-081110,1460597,24326,FULL,IOP_IOPHUB_HCTRA_20070617_081110_000024326.STA\r\n
ST01,DNT.00275246.....$,B,2,1,TX,1ZVZ33,,,,,NTTA,89128\r\n
ST01,DNT.01035664.....$,G,2,1,TX,7RGJ74,,,,,NTTA,270062\r\n
ST01,DNT.00610515.....$,I,2,1,TX,D97TGS,,,,,NTTA,422432\r\n
ST01,DNT.01125692.....$,G,2,1,TX,J61XBD,,,,,NTTA,193171\r\n
ST01,DNT.00840360.....$,G,2,1,TX,O2YKC3,,,,,NTTA,531509\r\n
ST01,DNT.00080081.....$,G,2,1,TX,295PYW,,,,,NTTA,51247\r\n
```



*Interoperable-ICD-02:*  
*Tag Validation List*

---

ST01,DNT.00443331.....\$,G,2,1,TX,185DJW,,,,NTTA,309112¶

## 2.7 Availability

---

IOPHub shall be available 24 hours a day, 7 days a week for the file exchanges. Exceptions will be for scheduled maintenance activities. All Service Providers and Subscribers should be notified in advance of scheduled maintenance activities and extended downtime periods. When IOPHub is down, the agencies should stop pushing and pulling files. File transfer may continue after the IOPHub is back up and operational.

Bulk Tag Validation Lists are transferred to receiving Service Providers and Subscribers by 6:00 am (CDT). The actual time is based on the Authority obtaining their response to account re-bills before distributing a new list.

Tag validation lists are updated by sending incremental files, referred to Tag Validation List updates. Incremental files are typically distributed once an hour. Since these lists contain only those tags whose status has changed, the updated lists may not be generated hourly.

## 3 Tag Validation List Acknowledgement File Specification

---

### 3.1 Type

---

This specification defines the general structure of Interoperable Tag Validation List Acknowledgement. The Tag Validation List is an ASCII text file. The file contains records with comma-delimited fields, terminated by Carriage Return & Line Feed characters.

### 3.2 Security

---

The data files will be written with no special security considerations. The contents of the files are viewable in a standard text editor. The files contain no security-sensitive information.

The IOPHub shall utilize a firewall scheme that will prevent unauthorized access by authorized or unauthorized users. Captive accounts or similar accounts shall be used to prevent unauthorized user from accessing other areas of the IOPHub system and Service Providers and Subscribers computer systems.

Each Service Provider and Subscriber shall utilize a firewall scheme that will prevent access by unauthorized users. Captive accounts or similar accounts shall be used to prevent unauthorized user from accessing other areas of the Service Providers and Subscribers computer systems.

The IOPHub Data Security Guidelines document should be reviewed and implemented where appropriate.

### 3.3 Processing Guidelines

---

Files will be exchanged between IOPHub and Service Providers and Subscribers utilizing the protocol described in the document *Interoperable-ICD-01: File Transfer*. The file transfer protocol verifies the size of the file, record count, checksum, and validates the file format.

When a Tag Validation List Acknowledgement File arrives from a Service Provider, Subscriber or IOPHub, the file size and the header record is examined in order to perform a simple data integrity check. The header contains the number of records in the file and checksum. Additionally the file format is verified to be correct based on the type of file. All four (4) checks must be verified correct before posting of the file occurs. If any one of the four (4) checks fails, the entire file should not be used.

A file noted as incorrect based on the file size, record count, checksum, or file format should be flagged as damaged and notification sent to the appropriate personnel for manual intervention.

If the file size, record count, checksum, and file format are all correct, file processing continues by the receiving Service Provider or Subscriber. As the status file is processed, the receiving Service Provider or Subscriber may encounter an error with a single data record. This specification calls for the

receiving Authority to ignore the errant record and continue processing the remaining records of the file.

The receiving Service Providers and Subscribers must note the time of file receipt and the activation time of the Tag Validation List. The determination of "activation time" is Service Provider or Subscriber -specific, based upon internal system implementations. The Interoperability Business Requirements for computing activation time must be agreed upon among all Service Providers and Subscribers and are beyond the scope of this document.

The Tag Validation List Acknowledgement File must be named by the receiving Service Providers and Subscribers. File names will be constructed according to the following convention:

IOP\_{Originating-Authority}\_{Destination-Authority}\_YYYYMMDD\_HH24MISS\_{XXXXXXXXX}.STA\_ACK

The Tag Validation List naming convention description:

- "IOP" is the designation abbreviation for Interoperability files.
- {Origination-Authority} is name of the Authority creating the file. The Authority can be Service Provider, Subscriber or IOPHub.
- {Destination-Authority} is name of the Authority receiving the file. The Authority can be Service Provider, Subscriber or IOPHub.
- YYYYMMDD is the GMT date where YYYY is the year in four-digit format (i.e. 2002), MM is the month in numerical format (i.e. October would be 10) and DD is the day of the month.
- HH24MISS is the GMT time where HH24 is the 2-digit hour in 24-hour format, MI are the minutes, and SS are the seconds. The time used to create this external file name is the GMT time.
- {XXXXXXXXXX} is an arbitrary region of up to 9 characters to be used by the Origination Authority to allow unique file names to be generated. Any combination of alphanumeric characters is allowed in this portion of the name.
- "STA\_ACK" is the file extension appended to the file name. This extension helps serve to identify the content type of the file.

For example, a file created and sent from NTTA to IOPHUB on March 13, 2003 at 5pm GMT might be named:

IOP\_NTTA\_IOPHUB\_20070313\_170000\_002222.STA\_ACK

Once zipped, the file name of the zipped file would be named:

\$IOP\_NTTA\_IOPHUB\_20070313\_170000\_002222.ZIP

### 3.4 File Format

The file format conforms to the general structure described in the document *Interoperable-ICD-01: File Transfer*. The files are in ASCII format, comprised of a file header and record header, followed by data records. The file header is constructed at the Sender's system as described in *Interoperable-ICD-01: File Transfer*. This portion of the file is shown in gray in the figure below.

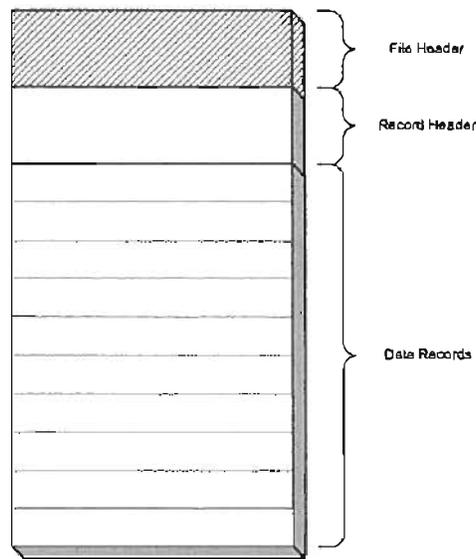


Figure 2. Interoperable File Structure.

The record header and data records are created by the Sender's system. The record header, as well as each data record, will be terminated by a Line Feed or Carriage Return & Line Feed (hex '0D 0A') character combination. Fields in a record header and data records are variable length and comma-delimited. Section 2.5 describes the format of the record header and data records.

The Tag Validation List Acknowledgement File consists of a single Record Header and may or may not contain Data Records. It will contain Data Records when there are TVL Rejected Records.

The structure of the Record Header is contained in the following section.

## 3.5 Record Formats

The first portion of all record types is similar. Each record begins with a record code composed of a two-digit alpha code and a two-digit version code. The remaining fields in the record vary based upon the record type. All fields are ASCII alphanumeric characters, variable length and comma-delimited.

### 3.5.1 Tag Validation List Acknowledgement Record Header Format

The Record Header contains information about the acknowledging Authority and time of creation. This record serves as an acknowledgement of a Tag Validation List received from a Service Provider.

Record Header Format					
Description	Type	Fixed Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field will always be "SA01"
Acknowledging Authority	Character	8	,	Y	Abbreviation for the Authority generating the acknowledgement file. <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• IOPHub</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TXDOT – Texas Department of Transportation</li> </ul>
Date-Time Created	Character	15	,	Y	GMT Date-time acknowledgement file was created. 'YYYYMMDD-HH24MISS'
Record Count	Number	10	,	Y	Number of records, not including the header record, to follow in this file.
Original-Batch ID	Number	10	,	Y	Batch ID for the file received. This field is a number between 0 and 4,294,967,295.
Processing Status	Character	1	,	Y	Processing status of file received: <ul style="list-style-type: none"> <li>▪ "A" – All records processed successfully</li> <li>▪ "R" – Processing failed, bad record count</li> <li>▪ "X" – Processed with exceptions, not all records valid.</li> <li>▪ "B" – File Header invalid</li> <li>▪ "C" – Bad Record Header (Other)</li> </ul>
Date-Time Received	Character	15	,	Y	GMT Date-time Authority received file 'YYYYMMDD-HH24MISS'.
Date-Time Activated	Character	15	,	Y	GMT Date-time Authority activated the status file received 'YYYYMMDD-HH24MISS'.
Valid Record Count	Number	10	,	Y	Count of valid records processed in the status file received.
Invalid Record Count	Number	10	CR&LF	Y	Count of records with exceptions in the status file received.

### 3.5.2 Tag Validation List Rejected Record Format

Rejected tag status records are currently only sent to Service Providers and Subscribers requesting this report.

Tag Status Rejected Record Format						
Description	Type	Max Length	Delimiter	Req'd	Comment	
Record Code	Character	4	,	Y	This field will always be "SR01"	
Original Tag ID	Character	20	,	Y	The values received in the original Tag Validation List Record are repeated here in the Tag Validation List Rejected Record.	
Original Tag Status	Character	1	,	Y		
Original Tag Vehicle Classification	Numeric	3	,	Y		
Original Revenue Type	Numeric	1	,	Y		
Original License Plate State	Character	3	,	N		
Original License Plate Number	Character	15	,	N		
Original Alternate License Plate State	Character	3	,	N		
Original Alternate License Plate Number	Character	15	,	N		
Reject Reason Code	Character	2	CR&LF	Y		The reason the original validation record was rejected: A – Tag blocked by receiving Authority D – Invalid Data Record

### 3.6 Sample Data

Three sample TVL ACK file is shown below. These are the acknowledgement files created for the TVL files contained in Section 2.6. The Carriage Return & Line Feed characters are shown as a "¶".

a) TVL-ACK File from IOPHUB to NTTA

FFFFFFFF,000000000103¶

SA01,IOPHUB,20070617-074416,0,204973,A,20070617-070010,20070617-074416,1460597,0¶

b) TVL-ACK File from CTRMA to IOPHUB

A9A28CFE,000000000330¶

SA01,CTRMA,20070617-083710,5,24326,A,20070617-083218,20070617-083710,1460597,5¶

SR01,DNT.00178572.....\$,G,2,1,TX,WSY07P,,A¶

SR01,DNT.00055391.....\$,G,2,1,TX,X18VSY,,A¶

SR01,DNT.00040870.....\$,G,2,1,TX,WHT38J,,A¶

SR01,DNT.00595869.....\$,G,2,1,TX,Y98TSS,,,D¶

SR01,DNT.00386142.....\$,S,2,1,TX,WQG68,,A¶

c) TVL-ACK File from HCTRA to IOPHUB

FFFFFFFF,000000000101¶

SA01,HCTRA,20070617-093636,0,24328,A,20070817-084136,20070617-093636,1460597,0

## 3.7 Availability

---

IOPHub shall be available 24 hours a day, 7 days a week for the file exchanges. Exceptions will be for scheduled maintenance activities. All Service Providers and Subscribers should be notified in advance of scheduled maintenance activities and extended downtime periods. When IOPHub is down, the agencies should stop pushing and pulling files. File transfer may continue after the IOPHub is back up and operational.

# **Interoperable Interface Control Document ICD-03: Transactions File**

*September 2008*

*Version 2.07*

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# DOCUMENT STATUS SHEET

Date	Revision	Author	Pages Modified	Sections Modified	Description of Modifications
03/23/2007	0.01	ETC	N/A	N/A	Initial draft of document.
05/15/2007	2.00	ETC	N/A	N/A	Made As-Built.
06/08/2007	2.01	ETC			Updated document per TXDOT Review.
06/18/2007	2.02	ETC			Updated per IOP ICD discussion with the IOP Authorities and ETC internal Review.
06/21/2007	2.03	ETC			Updated per NTTA Review.
7/27/07 – 9/21/07	2.04	BA			Revised based on comments from TxDOT.
3/5/2008	2.05	Ansel Cheng	17	3.5.2	Added disposition code 'F' to Toll Reconciliation Record Format Type 1
5/28/2008	2.06	B. Alkire			Changed TXDOT to TTA, per TTA's request.
9/3/08	2.07	Craig Bowie	5, 6, 15	2.5.1, 2.6	Header record file format updates

# SOFTWARE RELEASE

Date	Software Revision	Description of Modifications
January 2007	1.0	<p>New Subscribers and Service Providers as of January 1, 2007 must:</p> <ol style="list-style-type: none"> <li>1. Standardize date and time fields as GMT:               <ol style="list-style-type: none"> <li>a. YYYYMMDD is the GMT date where YYYY is the year in four-digit format (i.e. 2007), MM is the month in numerical format (i.e. October would be 10) and DD is the day of the month.<sup>1</sup></li> <li>b. HH24MISS is the GMT time where HH24 is the 2-digit hour in 24-hour format, MI are the minutes, and SS are the seconds. The time used to create this external file name is the GMT time.</li> </ol> </li> <li>2. Checksums shall be calculated and incorporated in the files transferred.</li> </ol> <p>Previous IOPHub software versions shall be supported until further notice.</p>

<sup>1</sup> Dates and times are expressed in Greenwich Mean Time (GMT) to facilitate date/time processing unaffected by daylight savings time changes, or time zone differences.

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# 1 Introduction

## 1.1 Purpose

This Interoperability Interface Control Document (ICD) describes the general file structure used by interoperable Authorities to construct and exchange Transactions files and Financial Reconciliation files that are exchanged between Service Providers by means of the IOPHub.

## 1.2 Definitions, Acronyms and Abbreviations

A comprehensive glossary of terms is being maintained for the entire Interoperability project. The terms, acronyms and abbreviations used in this document will be contained in the Interoperable Project Glossary.

For easy reference, the following terms are provided.

**Table 1.2: Definitions, Acronyms, and Abbreviations<sup>2</sup>**

<b>Term</b>	<b>Description</b>
Home Authority (HA)	An Authority that issues transponders to patrons, owns and manages accounts associated with those transponders, and posts transactions to those accounts.
Service Providers (SP)	An Authority that operates and maintains a customer service center that issues AVI transponders for electronic payment of AVI transactions, such as toll road fees and parking fees. For this document, the Service Provider shall be defined as an authority that sends transponder transactions and toll variance transactions to the IOPHub system for reconciliation.
Subscriber	An authority that employs a Service Provider to conduct customer service center operations. These types of authorities do not maintain their own customer accounts, or operate a customer service center.
Tag Validation List (TVL)	A comprehensive list of transponders issued by each interoperable Authority..
Tag Validation List Update	A list of Tag Validation List (TVL) changes since the last TVL Update or TVL.
Visited Authority (VA)	Any Authority, or its designated representative, that is not the customer's Home Authority.

## 1.3 References

The following items are referenced in this document:

- *Interoperability Business Requirements Document*
- *Interoperable ICD-01: File Transfer*
- *Interoperable ICD-02: Tag Validation List*

<sup>2</sup> Note: If changes are made to this table, please verify against the IOPHub Project Glossary.

- *IOPHub Data Security Guidelines*
- *IOPHub Project Glossary*

## **1.4 Overview**

---

The IOPHub uses a standard set of data exchange protocols that provide Interoperability between one or more authorized Service Providers and Subscribers to communicate and exchange data.

This document contains the specifications for the format of the interoperable Transactions Files and interoperable Financial Reconciliation Files. The exact structure of the file and the layout of the individual components are detailed in the remaining sections of this document. Security related issues and processing guidelines are also addressed. The exchange of data (Transactions and the Tag Validation List) is governed by the requirements as set forth in the Interoperability Business Requirements document.

## 2 Transactions File Specification

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### 2.1 Type

---

The Transaction File is an ASCII text file. The file contains records with comma-delimited fields, terminated by Carriage Return & Line Feed characters.

### 2.2 Security

---

This type of file will be written with no special security considerations. The contents of the file are viewable in a standard text editor. The file contains no security-sensitive information.

The IOPHub shall utilize firewall scheme that will prevent unauthorized access by authorized or unauthorized users. Captive accounts or similar accounts shall be used to prevent unauthorized user from accessing other areas of the IOPHub and Service Providers' computer systems.

Each Service Provider shall utilize a firewall scheme that will prevent access by unauthorized users. Captive accounts or similar accounts shall be used to prevent unauthorized user from accessing other areas of the Service Providers' computer systems.

The IOPHub Data Security Guidelines provides documentation on the minimum and desired security standards.

### 2.3 Processing Guidelines

---

Files will be exchanged between IOPHub and Service Providers or Subscribers utilizing the protocol described in the *Interoperable-ICD-01: File Transfer*. The file transfer protocol verifies the file size, record count, checksum and validates the file format.

A Service Provider or Subscriber creates a Transactions File requesting payment for transactions associated with a Tag from a Visiting Authority. The Transactions File itself does not require acknowledgement from the IOPHub. The individual transactions within the file, however, do require a corresponding reconciliation record from the Home Authority. The reconciliation records are transmitted back to the Visited Authority where the Transactions occurred after posting of the transaction record has been completed by the Home Authority. The format of the Financial Reconciliation File is described later in the document in Section 3.

After the Transaction File is received from the Service Provider or Subscriber, IOPHub will process the file and determine the Home Authority for each transaction in the file and re-package the transactions for the corresponding Home Authority. The Home Authority will pick up the file from the FTP outgoing folder at IOPHub for processing.

If the originating Service Provider or Subscriber does not receive reconciliation for a transaction, the un-reconciled transaction should be included in a future Transactions File. It is the Sender's responsibility to repeat this failure processing before halting further attempts to submit the same Transaction and contacting the IOPHub Support for resolution. Each Sender can decide the number of attempts and the duration criteria for resending / repackaging files within the defined limitations of the Interoperable Business Requirements.

The Transactions File must be named and constructed according to the following convention:

IOP\_{Originating-Authority}\_{Destination-Authority}\_YYYYMMDD\_HH24MISS\_{XXXXXXXXXX}.TRX

The Transactions File naming convention description:

- "IOP" is the designation abbreviation for Interoperability files.
- {Origination-Authority} is name of the Authority creating the file. The Authority can be Service Provider, Subscriber or IOPHub.
- {Destination-Authority} is name of the Authority receiving the file. The Authority can be Service Provider, Subscriber or IOPHub.
- YYYYMMDD is the GMT date where YYYY is the year in four-digit format (i.e. 2007), MM is the month in numerical format (i.e. October would be 10) and DD is the day of the month.<sup>3</sup>
- HH24MISS is the GMT time where HH24 is the 2-digit hour in 24-hour format, MI are the minutes, and SS are the seconds. The time used to create this external file name is the GMT time.
- {XXXXXXXXXX} is an arbitrary region of up to 9 characters to be used by the Origination Authority to allow unique file names to be generated. Any combinations of alphanumeric characters are allowed in this portion of the name.
- ".TRX" is the file extension appended to the file name. This extension helps serve to identify the content type of the file.

**Note:** The Data File name and ZIP file name are both in upper case, including the file extension.

For example, a file created and sent from HCTRA to IOPHUB on March 13, 2007 at 5pm GMT might be named:

IOP\_HCTRA\_IOPHUB\_20070313\_170000\_000002222.TRX

Once zipped, the file name of the zipped file would be named:

\$IOP\_HCTRA\_IOPHUB\_20070313\_170000\_000002222.ZIP

---

<sup>3</sup> Dates and times are expressed in Greenwich Mean Time (GMT) to facilitate date/time processing unaffected by daylight savings time changes, or time zone differences.

## 2.4 File Format

The file format conforms to the general structure described in the document *Interoperable-ICD-01: File Transfer* (see Figure 1). The files are in ASCII format, comprised of a file header and record header, followed by data records. The file header is constructed as described in *Interoperable-ICD-01: File Transfer*. This portion of the file is shown in gray in the figure below.

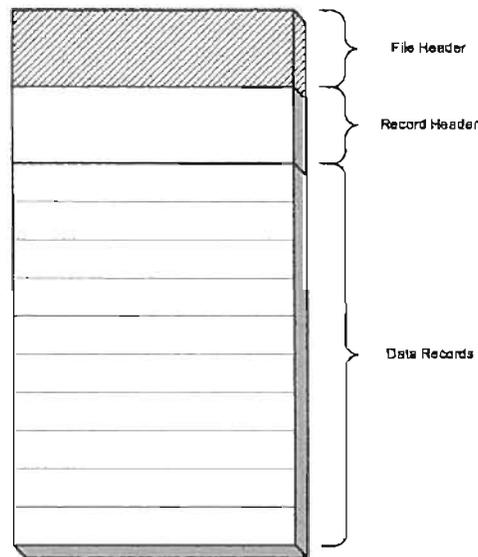


Figure 1. Interoperable File Structure

The record header and data records are created by the Visited Authority. The record header, as well as each data record, will be terminated by a Line Feed or Carriage Return & Line Feed (hex '0D 0A') character combination. Fields in a record header and data records are variable length and comma-delimited. Section 2.5 Record Formats describes the format of the record header and data records.

## 2.5 Record Formats

The first portion of all record types is similar. Each record begins with a record code composed of a two-digit alpha code and a two-digit version code. The remaining fields in the record vary based upon the record type. All fields are ASCII alphanumeric characters, variable length and comma-delimited.

The following record codes may appear in a Transactions File.

Transactions File Record Codes			
Record Code	Meaning	Section	Description
FH01	Financial Header	2.5.1	This is the record header. Each file contains one record of this type.
TB01	Vehicle Toll-Barrier Type	2.5.2	These are vehicle toll transaction records for which an Authority expects to receive payment. The toll is from a barrier-type roadway system.
VB01	Violation Toll-Barrier Type	2.5.3	Records containing toll violations from a barrier-type roadway system identified by vehicle license plate and Tag ID.

### 2.5.1 Transactions Record Header Format

The Record Header contains information about the originating Authority, time of creation and record count.

Transactions Record Header Format					
Description	Type	Max Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field will always be "FH01"
Originating Authority	Character	8	,	Y	Abbreviation for the Authority generating the file. <ul style="list-style-type: none"> <li>▪ CTRMA – Central Texas Regional Mobility Authority</li> <li>▪ HCTRA - Harris County Toll Road Authority</li> <li>• IOPHub</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Date-Time Created	Character	15	,	Y	GMT Date-time file was created. 'YYYYMMDD-HH24MISS'
Record Count	Number	10	,	Y	Number of records not including the header record to follow in this file.
Batch ID	Number	10	,	N	Optional Batch ID for the file. This field is a number between 0 and 4,294,987,295.
File Name	Character	60	CR&LF	Y	Original file name for this file as created by the originator.

A batch ID is provided in the Record Header for use by the originating Service Provider. Since no acknowledgement is required for the file itself, this batch ID is never returned to the originating Service

Provider in the Financial Reconciliation File. Implementers may use this field for any internal tracking purposes they see fit.

The optional "File Name" field is available to record the original name of the file as created by the originator. This is the name constructed as per the file naming specifications in Section 2.3. Once a file is sent to a Service Provider, the external name given to the file by the operating system may be changed for various reasons. The destination Service Provider's operating system may not support long file names, or the external file name may be changed as the file is moved through various stages of processing. The File Name field serves to preserve the original file name, as created by the originator, despite any external activity on the file.

## 2.5.2 Vehicle Toll-Barrier Type Record Format

---

The Vehicle Toll-Barrier Type Record (Record Code "TB01") contains a vehicle toll transaction from a barrier type roadway system. Barrier type roadway systems are designed to collect payment at specific tolling locations, irrespective of the distance a patron may have traveled in arriving at the collection point.

The Transaction record may be resubmitted by the sending Service Provider or Subscriber if no response is received from the IOPHub. For example, the Home Authority sends TVL to IOPHub. After receiving TVL from the Home Authority, IOPHub sends TVL\_ACK to the Home Authority. IOPHub then forwards TVL to the Visited Authority. After receiving TVL from IOPHub, the Visited Authority sends TVL\_ACK to IOPHub. The receiving agency is responsible for noting the RCN file is a duplicate if they receive more than one RCN record for the same Transaction record.

The Transaction records containing invalid or unknown lane location will have the record rejected by the IOPHub, but the entire file will not be rejected.

Vehicle Toll-Barrier Type Record Format					
Description	Type	Max Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field will always be "TB01"
Reference ID	Character	20	,	N	An optional reference number created by the originating Authority for this transaction. If a value is present in the record, this reference ID must be included in the reconciliation record returned by the receiving Authority.
Transaction Date-Time	Character	15	,	Y	GMT date-time of transaction in format 'yyyymmdd-hh24miss'.
Location	Character	30	,	Y	Location description (e.g., Facility, Plaza, and Lane) for where transaction occurred. If the lane location is unknown to the Visited Authority, the IOPHub will reject the record, but not the entire file.
Tag ID	Character	20	,	Y	Complete Tag ID, i.e. 'DNT.12345678.....\$'
Tag Status	Character	1	,	Y	Tag status at the collection point at the time of the transaction: G – Good B – Low Balance I – Invalid L – Lost N – Negative Balance R – Returned S – Stolen
Tag Status List Batch ID	Numeric	10	,	N	The Batch ID of the tag validation list used to determine the tag status. If the Batch ID is not available, this field may be set to zero (0).
Vehicle Classification	Numeric	3	,	Y	Classification of the vehicle, as determined at the time of the transaction. 2 – Two axle vehicle 3 – Three axle vehicle 4 – Four axle vehicle 5 – Five axle vehicle 6 – Six plus axle vehicle (other)
Toll Amount	Number	6	,	Y	Toll amount in Cents
Revenue Type	Numeric	2	,	Y	Revenue type associated with this transaction: 1 – Full-fare 2 – Non-revenue
Guaranteed	Character	1	,	Y	Based upon business rules associated with the timely receipt and deployment of AVI status validation lists, the transaction originating Authority makes a determination of guaranteed payment by the owning Authority: Y – Conditions met for guaranteed payment N – Conditions not met for guaranteed payment Default: N
Attribute_1	Character	2000	,	N	This field will have additional agency specific data, if necessary
Attribute_2	Character	20	,	N	This field will have additional agency specific data, if necessary
Attribute_3	Character	30	,	N	This field will have additional agency specific data, if necessary
Attribute_4	Character	30	,	N	This field will have additional agency specific data, if necessary
Attribute_5	Character	40	,	N	This field will have additional agency specific data, if necessary
Attribute_6	Character	40	,	N	This field will have additional agency specific data, if necessary
Attribute_7	Character	50	,	N	This field will have additional agency specific data, if necessary

Vehicle Toll-Barrier Type Record Format					
Description	Type	Max Length	Delimiter	Req'd	Comment
Attribute_8	Character	50	,	Y	Field used by IOPHub to identify the Visited Authority <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Attribute_9	Character	250	,	N	Field used by IOPHub to identify the Home Authority. <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Attribute_10	Character	250	CR&LF	N	This field will have additional agency specific data, if necessary

### 2.5.3 Violation Toll-Barrier Type Record Format

The Violation Toll-Barrier Type Record (Record Code "VB01") contains a violation toll variance transaction from a barrier type roadway system. Visited Authorities capable of capturing and identifying vehicle license plate information may resolve toll variances using vehicle information exchanged among Service Providers. In the event a toll variance is attributed to a Service Providers' Tag ID, this record type is used to request payment.

The IOPHub will automatically perform a Tag Validation List lookup service for violation records sent with license plate and state only and no Tag ID in a Violation Toll-Barrier Type record. If the Tag ID is present in a Violation Toll-Barrier Type record the IOPHub will use the Tag ID history information only to identify the transactions' Home Authority.

Violation Toll-Barrier Type Record Format					
Description	Type	Max Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field will always be "VB01"
Reference ID	Character	20	,	N	An optional reference number created by the originating Authority for this transaction. If a value is present in the record, this reference ID must be included in the reconciliation record returned by the receiving Authority.
Transaction Date-Time	Character	15	,	Y	GMT date-time of transaction in format 'yyyymmdd-hh24miss'.
Location	Character	30	,	Y	Location description (e.g., Facility, Plaza, and Lane) for where transaction occurred.
Tag ID	Character	20	,	N/Y	Complete Tag ID, i.e. 'DNT.12345678.....S' If VA does not save TVL history, then Tag ID should be sent as Null; IOPHub will use IOPHub history to determine the Tag ID. If VA does save TVL history and uses TVL history to determine the tag at the time of plate transaction, then Tag ID is required; otherwise IOPHub will use IOPHub history to determine the Tag ID.
Tag Status	Character	1	,	N/Y	Tag status at the collection point at the time of the transaction: G – Good B – Low Balance I – Invalid L – Lost N – Negative Balance R – Returned S – Stolen  If Tag ID is present, then Tag Status should be populated as well.
Tag Status List Batch ID	Numeric	10	,	N	The Batch ID of the tag validation list used to determine the tag status.
Vehicle Classification	Numeric	3	,	Y	Classification of the vehicle, as determined at the time of the transaction. 2 – Two axle vehicle 3 – Three axle vehicle 4 – Four axle vehicle 5 – Five axle vehicle 6 – Six plus axle vehicle (other)

**Violation Toll-Barrier Type Record Format**

Description	Type	Max Length	Delimiter	Req'd	Comment
Toll Amount	Number	6	,	Y	Toll amount in Cents
License Plate State	Character	3	,	Y	Three characters indicate the state code.
License Plate Number	Character	15	,	Y	License Plate Number associated with a Tag
Guaranteed	Character	1	,	Y	See "Guaranteed" field description in Section 2.5.2
Attribute_1	Character	2000	,	N	This field will have additional agency specific data, if necessary
Attribute_2	Character	20	,	N	This field will have additional agency specific data, if necessary
Attribute_3	Character	30	,	N	This field will have additional agency specific data, if necessary
Attribute_4	Character	30	,	N	This field will have additional agency specific data, if necessary
Attribute_5	Character	40	,	N	This field will have additional agency specific data, if necessary
Attribute_6	Character	40	,	N	This field will have additional agency specific data, if necessary
Attribute_7	Character	50	,	N	This field will have additional agency specific data, if necessary
Attribute_8	Character	50	,	Y	Field used to identify the Visited Authority. <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Attribute_9	Character	250	,	N	Field used to identify the Home Authority, if available in the system. <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Attribute_10	Character	250	CR&LF	N	This field will have additional agency specific data, if necessary

## 2.6 Sample Data

---

A sample Transaction File created by NTTA to IOPHub is shown below. It contains a record header and Transaction records. The Carriage Return & Line Feed characters are shown as a "¶".

a) TXN sample data from NTTA to IOPHUB:

```
FFFFFFFF,000000005914¶
FH01,NTTA,20070618-022846,63,450494,IOP_NTTA_IOPHUB_20070618_022846_000056548.TRX¶
TB01,44500577,20070618-015542,DNT-SPVRD-04,HCTR02887161.....$,G,0,2,30,1,Y,,,,,NTTA,, ¶
TB01,44500579,20070618-015621,DNT-MLP2-08,HCTR02585968.....$,G,0,2,60,1,Y,,,,,NTTA,, ¶
TB01,44500580,20070618-015622,DNT-MLP2-08,HCTR03150579.....$,G,0,2,60,1,Y,,,,,NTTA,, ¶
VB01,44500667,20070610-022526,PGBT-MLP8-06,HCTR01383799.....$,I,0,2,60,TX,71YGP2,N,,,,,NTTA,, ¶
VB01,44500668,20070610-032842,PGBT-MLP8-06,HCTR02392212.....$,I,0,2,60,TX,55RWN1,N,,,,,NTTA,, ¶
VB01,44500670,20070613-014324,PGBT-MLP6-07,HCTR02117539.....$,I,0,2,60,TX,P83XCW,N,,,,,NTTA,, ¶
```

A sample Transaction File created by IOPHub of the above file from NTTA and placed in FTP outgoing folder for HCTRA to pickup is shown below. It contains a record header and Transaction records. The Carriage Return & Line Feed characters are shown as a "¶".

b) TXN sample data from IOPHUB to HCTRA:

```
FFFFFFFF,000000005852¶
FH01,IOPHUB,20070618-024551,63,699709,IOP_IOPHUB_HCTRA_20070618_024551_000022912.TRX¶
TB01,16311891,20070618-015542,DNT-SPVRD-04,HCTR02887161.....$,G,0,2,30,1,Y,,,,,NTTA,, ¶
TB01,16311892,20070618-015621,DNT-MLP2-08,HCTR02585968.....$,G,0,2,60,1,Y,,,,,NTTA,, ¶
TB01,16311893,20070618-015622,DNT-MLP2-08,HCTR03150579.....$,G,0,2,60,1,Y,,,,,NTTA,, ¶
VB01,16311924,20070610-022526,PGBT-MLP8-06,HCTR01383799.....$,I,0,2,60,TX,71YGP2,N,,,,,NTTA,, ¶
VB01,16311925,20070610-032842,PGBT-MLP8-06,HCTR02392212.....$,I,0,2,60,TX,55RWN1,N,,,,,NTTA,, ¶
VB01,16311926,20070613-014324,PGBT-MLP6-07,HCTR02117539.....$,I,0,2,60,TX,P83XCW,N,,,,,NTTA,, ¶
```

## 2.7 Availability

---

IOPHub shall be available 24 hours a day, 7 days a week for the file exchanges. Exceptions will be for scheduled maintenance activities. All Service Providers and Subscribers should be notified in advance of scheduled maintenance activities and extended downtime periods. When IOPHub is down, the agencies should stop pushing and pulling files. File transfer may continue when the IOPHub is back up and operational.

---

## 3 Financial Reconciliation File Specification

---

### 3.1 Type

---

The Interoperable Financial Reconciliation File is an ASCII text file. The file contains a file header and multiple financial reconciliation data records with comma-delimited fields, terminated by a Carriage Return & Line Feed character.

### 3.2 Security

---

The data files will be written with no special security considerations. The contents of the files are viewable in a standard text editor. The files contain no security-sensitive information.

The IOPHub shall utilize a firewall scheme that will prevent unauthorized access. Captive accounts or similar accounts shall be used to prevent unauthorized user from accessing other areas of the IOPHub and Service Providers' computer systems.

Each Service Provider shall utilize a firewall scheme that will prevent unauthorized access. Captive accounts or similar accounts shall be used to prevent unauthorized user from accessing other areas of the Service Providers' computer systems.

The IOPHub Data Security Guidelines document should be reviewed and implemented where appropriate.

### 3.3 Processing Guide Lines

---

Financial Reconciliation (RCN) Files will be exchanged between IOPHub, Service Providers and Subscribers utilizing the protocol described in the document *Interoperable-ICD-01: File Transfer*. The file transfer protocol verifies the file size, record count, checksum, and format of the file.

As a Transaction File arrives from IOPHub, at the Home Authority, the Home Authority posts the transactions. The disposition of each transaction records in the file are maintained by the Home Authority.

Periodically, the Home Authority creates a Financial Reconciliation File containing the disposition of all the posted and rejected transactions received from IOPHub. The Home Authority then sends the file to IOPHub.

The Financial Reconciliation File does not require acknowledgement from the IOPHub. The individual reconciliation transactions within the file do not require any form of acknowledgement from the IOPHub back to the Home Authority.

After the Financial Reconciliation File arrives at the IOPHub, IOPHub will process the file and determine the Visited Authority for each RCN record and repackage the records for the corresponding Visited Authority. The Visited Authority will pick up the file from the FTP outgoing folder at IOPHub.

The Visited Authority then processes the Financial Reconciliation File. First the file header record is examined in order to perform a simple data integrity checks. The header contains file size, record count and checksum. Additionally the file format is verified to be correct based on the type of file. All four (4) checks must be verified correct before posting of the file can occur. If any one of the four (4) checks fails, the entire file should not be used.

A file noted as incorrect based on the file size, record count, checksum, or file format should be flagged as damaged and notification sent to the IOPHub Support. An Acknowledgement File is **not** required to be sent to the originating Authority indicating the error status.

The Financial Reconciliation File must be named and constructed according to the following convention:

IOP\_{Originating-Authority}\_{Destination-Authority}\_YYYYMMDD\_HH24MISS\_{XXXXXXXXXX}.RCN

The Transactions Reconciliation File naming convention description:

IOP<sup>®</sup> is the designation abbreviation for Interoperability files.

- {Origination-Authority} is name of the Authority creating the file. The Authority can be Service Provider, Subscriber or IOPHub.
- {Destination-Authority} is name of the Authority receiving the file. The Authority can be Service Provider, Subscriber or IOPHub.
- YYYYMMDD is the GMT date where YYYY is the year in four-digit format (i.e. 2007), MM is the month in numerical format (i.e. October would be 10) and DD is the day of the month.
- HH24MISS is the GMT time where HH24 is the 2-digit hour in 24-hour format, MI are the minutes, and SS are the seconds. The time used to create this external file name is the GMT time.
- {XXXXXXXXXX} is an arbitrary region of up to 9 characters to be used by the Origination Authority to allow unique file names to be generated. Any combinations of alphanumeric characters are allowed in this portion of the name.
- "RCN" is the file extension appended to the file name. This extension helps serve to identify the content type of the file.

For example, a file created and sent from NTTA to IOPHUB on March 13, 2007 at 5pm GMT might be named:

IOP\_NTTA\_IOPHUB\_20070313\_170000\_00002222.RCN

Once zipped, the file name of the zipped file would be named:

\$IOP\_NTTA\_IOPHUB\_20070313\_170000\_00002222.ZIP

## 3.4 File Format

The file format conforms to the general structure described in the document *Interoperable-ICD-01: File Transfer*. The files are in ASCII format, comprised of a file header and record header, followed by data records. The file header is constructed at the Sender's system as described in *Interoperable-ICD-01: File Transfer*. This portion of the file is shown in gray in the figure below.

The Financial Reconciliation File consists of a single Record Header and multiple Data Records described in this portion of the document. The record header, as well as each data record, will be terminated by a Line Feed or Carriage Return & Line Feed (hex 'OD OA') character combination. Fields in a record are variable length and comma-delimited. This section describes the format of the record header and data records.

## 3.5 Record Formats

The first portion of all record types is similar. Each record begins with a record code composed of a two-digit alpha code and a two-digit version code. The remaining fields in the record vary based upon the record type. All fields are ASCII alphanumeric characters, variable length and comma-delimited.

The record codes for the reconciliation records are constructed by reversing the record code for the transaction type being reconciled. That is, the reconciliation for a "TB01" record (Vehicle Toll-Barrier Type) is "BT01". The record codes that may appear in a Financial Reconciliation File are listed in the table below.

Financial Reconciliation File Record Codes			
Record Code	Meaning	Section	Description
RH01	Reconciliation Header	3.5.1	This is the record header. Each file contains one record of this type.
BT01	Vehicle Toll-Barrier Reconciliation	3.5.2	Reconciliation for a "TB01" record.
BV01	Violation Toll-Barrier Reconciliation	3.5.2	Reconciliation for a "VB01" record.

### 3.5.1 Financial Reconciliation Record Header Format

The Record Header contains information about the originating Service Provider, time of creation and record count.

Financial Reconciliation Record Header Format					
Description	Type	Fixed Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field will always be "RH01"
Originating Authority	Character	8	,	Y	Abbreviation for the Authority generating the file. <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• IOPHub</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Date-Time Created	Character	15	,	Y	GMT Date-time file was created. 'YYYYMMDD-HH24MISS'
Record Count	Number	10	,	Y	Number of records not including the header record to follow in this file.
Batch ID	Character	20	,	N	Optional Batch ID for the file.
File Name	Character	60	CR&LF	Y	Original file name for this file as created by the originator.

A Batch ID is provided in the Record Header for use by the originating Service Provider. Since no acknowledgement is required for the file itself, this Batch ID is never returned to the originating Service Provider. Implementers may use this field for any internal tracking purposes.

The optional "File Name" field is available to record the original name of the file as created by the originator. See Section 2.5.1 for a discussion of this field.

### 3.5.2 Toll Reconciliation Record Format Type 1

The Toll Reconciliation Record Type 1 is used to communicate the disposition of Transactions received from a Service Provider associated with barrier type toll systems.

Toll Reconciliation Record Format Type 1					
Description	Type	Max Length	Delimiter	Req'd	Comment
Record Code	Character	4	,	Y	This field must be one of the following: <ul style="list-style-type: none"> <li>"BT01" - Vehicle Toll-Barrier Reconciliation</li> <li>"BV01" - Violation Toll-Barrier Reconciliation</li> </ul>
Reconciliation Reference ID	Character	20	,	N	An optional reference number created by the reconciling Authority for this reconciliation.
Original Reference ID	Character	20	,	Y/N	The reference number created by the Authority originating the transaction being reconciled. If the original transaction contained a reference ID, it must be included here.
Original Transaction Date-Time	Character	15	,	Y	GMT date-time of the original transaction in format 'yyyymmdd-hh24miss'.
Original Location	Character	30	,	Y	Location description (e.g., Facility, Plaza, and Lane) for original transaction.
Original Tag ID	Character	20	,	Y/N	Complete Tag ID, i.e. 'DNT.12345678.....\$' For "BT01" record, this field is always required. For "BV01" record, if Visited Authority has history, then this field should be populated; if not, then IOPHub will determine this using IOPHub history.
Original License Plate State	Character	3	,	Y/N	If this is violation reconciliation, the license state code must be returned.
Original License Plate Number	Character	15	,	Y/N	If this is violation reconciliation, the license plate number must be returned.
Posted Date-Time	Character	15	,	Y	GMT date-time of the posting of this transaction in format 'yyyymmdd-hh24miss' by the receiving Authority.
Posting Disposition	Character	1	,	Y	Posting disposition for the Transaction. The following status codes indicate success: <ul style="list-style-type: none"> <li>"P" - Posted successfully</li> <li>"R" - Posted with reservation, the tag is now invalid, but the status was not yet communicated to the peer Authority.</li> </ul> <p>The following codes indicate the transaction was rejected:</p> <ul style="list-style-type: none"> <li>"D" - Duplicate transaction, posting failed</li> <li>"I" - Invalid Tag, posting failed</li> <li>"V" - Tag validation status out of date, posting failed</li> <li>"M" - Manual Review Rejected - posting failed</li> <li>"T" - Transaction Type not found in IOP</li> <li>"C" - Tag Not Found in IOP</li> <li>"B" - Bad Transaction Amount</li> <li>"O" - Transaction too old</li> <li>"E" - Credit Card Failure - posting failed</li> <li>"F" - Unhandled Error - posting failed</li> </ul>
Amount paid	Number	6	,	Y	Amount of original fee paid, in Cents, to Authority. Field defaulted to '0'.

Toll Reconciliation Record Format Type 1					
Description	Type	Max Length	Delimiter	Req'd	Comment
Processing Flat Fee Amount	Number	6	,	Y	Amount of flat fee surcharge, in Cents, associated with this transaction. Field defaulted to '0'.
Processing Flat Fee Type	Character	1	,	Y	Indication of flat fee type assessed for this transaction: <ul style="list-style-type: none"> <li>▪ "N" – No fee/surcharge assessed. Default value of field.</li> <li>▪ "C" – Credit Card charges applied</li> <li>▪ "T" – Transaction charge, as per peer Authority agreement</li> <li>▪ "O" – Other fee assessed</li> </ul>
Processing % Fee Amount	Number	6	,	Y	Amount of % surcharge, in Cents, associated with this transaction. Field defaulted to '0'.
Processing % Fee Type	Character	1	,	Y	Indication of % fee type assessed for this transaction: <ul style="list-style-type: none"> <li>• "N" – No fee/surcharge assessed. Default value of field.</li> <li>• "C" – Credit Card charges applied</li> <li>• "T" – Transaction charge, as per peer Authority agreement</li> <li>▪ "O" – Other fee assessed</li> </ul>
Repost Count	Number	2	,	N	This field will indicate the number of reposting attempts made by the HA to post the record. Field defaulted to '0'.
Attribute_1	Character	2000	,	N	This field will have additional agency specific data, if necessary
Attribute_2	Character	20	,	N	This field will have additional agency specific data, if necessary
Attribute_3	Character	30	,	N	This field will have additional agency specific data, if necessary
Attribute_4	Character	30	,	N	This field will have additional agency specific data, if necessary
Attribute_5	Character	40	,	N	This field will have additional agency specific data, if necessary
Attribute_6	Character	40	,	N	This field will have additional agency specific data, if necessary
Attribute_7	Character	50	,	N	This field will have additional agency specific data, if necessary
Attribute_8	Character	50	,	Y	Field used to identify the Visited Authority. <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Attribute_9	Character	250	,	Y	Field used to identify the Home Authority. <ul style="list-style-type: none"> <li>• CTRMA – Central Texas Regional Mobility Authority</li> <li>• HCTRA - Harris County Toll Road Authority</li> <li>• NTTA - North Texas Toll Authority</li> <li>• TTA – Texas Turnpike Authority (a division of the Texas Department of Transportation (TxDOT))</li> </ul>
Attribute_10	Character	250	CR&LF	N	This field will have additional agency specific data, if necessary

### 3.6 Sample Data

A sample Financial Reconciliation File created by HCTRA to IOPHub is shown below. This is the acknowledgement file created for the Transaction file contained in Section 2.6. The Carriage Return & Line Feed characters are shown as a “␣”.

a) RCN sample data from HCTRA to IOPHUB:

```

FFFFFFFF,000000007803␣␣
RH01,HCTRA,20070618-025544,63,196161,IOP_HCTRA_IOPHUB_20070618_025544_000140689.RCN␣␣
BT01,7524526,16311891,20070618-015542,DNT-SPVRD-04,HCTR02667161.....$,,20070618-
025352,P,30,0,0,,0,,,,,NTTA,HCTRA, ␣␣
BT01,7524527,16311892,20070618-015621,DNT-MLP2-08,HCTR02585968.....$,,20070618-
025352,P,60,0,0,,0,,,,,NTTA,HCTRA, ␣␣
BT01,7524528,16311893,20070618-015622,DNT-MLP2-08,HCTR03150579.....$,,20070618-
025352,P,60,0,0,,0,,,,,NTTA,HCTRA, ␣␣
BV01,7524559,16311924,20070610-022526,PGBT-MLP8-06,HCTR01383799 .....$,TX,71YGP2,20070618-
025353,I,0,0,0,,0,,,,,NTTA,HCTRA, ␣␣
BV01,7524560,16311925,20070610-032842,PGBT-MLP8-06,HCTR02392212.....$,TX,55RWN1,20070618-
025353,P,60,0,0,,0,,,,,NTTA,HCTRA, ␣␣
BV01,7524561,16311926,20070613-014324,PGBT-MLP6-07,HCTR02117539.....$,TX,P83XCW,20070618-
025353,P,60,0,0,,0,,,,,NTTA,HCTRA, ␣␣

```

A sample file created by IOPHub of the above file from HCTRA and placed in FTP outgoing folder for NTTA to pickup is shown below. The Carriage Return & Line Feed characters are shown as a “␣”.

b) RCN sample data from IOPHUB to NTTA:

```

FFFFFFFF,000000007992␣␣
RH01,IOPHUB,20070618-030007,63,699713,IOP_IOPHUB_NTTA_20070618_030007_000023297.RCN␣␣
BT01,16311891,44500577,20070618-015542,DNT-SPVRD-04,HCTR02667161.....$,,20070618-
025352,P,30,0,N,0,N,0,,,,,NTTA,HCTRA, ␣␣
BT01,16311892,44500579,20070618-015621,DNT-MLP2-08,HCTR02585968.....$,,20070618-
025352,P,60,0,N,0,N,0,,,,,NTTA,HCTRA, ␣␣
BT01,16311893,44500580,20070618-015622,DNT-MLP2-08,HCTR03150579.....$,,20070618-
025352,P,60,0,N,0,N,0,,,,,NTTA,HCTRA, ␣␣
BV01,16311924,44500667,20070610-022526,PGBT-MLP8-06,HCTR01383799.....$,TX,71YGP2,20070618-
025353,I,0,0,N,0,N,0,,,,,NTTA,HCTRA, ␣␣
BV01,16311925,44500668,20070610-032842,PGBT-MLP8-06,HCTR02392212.....$,TX,55RWN1,20070618-
025353,P,60,0,N,0,N,0,,,,,NTTA,HCTRA, ␣␣
BV01,16311926,44500670,20070613-014324,PGBT-MLP6-07,HCTR02117539.....$,TX,P83XCW,20070618-
025353,P,60,0,N,0,N,0,,,,,NTTA,HCTRA, ␣␣

```

### **3.7 Availability**

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IOPHub shall be available 24 hours a day, 7 days a week for the file exchanges. Exceptions will be for scheduled maintenance activities. All Service Providers and Subscribers should be notified in advance of scheduled maintenance activities and extended downtime periods. When IOPHub is down, the agencies should stop pushing and pulling files. File transfer may continue when the IOPHub is back up and operational.

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES  
BETWEEN THE CITY OF PHARR AND  
THE PHARR ECONOMIC DEVELOPMENT CORPORATION II

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO

THIS AGREEMENT, executed the 21 day of SEPTEMBER, 2010, by and between the CITY OF PHARR, a municipal corporation, acting by and through its City Commission, situated in Hidalgo County, Texas (hereinafter referred to as "City"), and the Pharr Economic Development Corporation (hereinafter referred to as "PEDC II") acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide certain management, professional, administrative, financial and investment services to the PEDC II according to the terms of this agreement. Direct services the City shall perform for the PEDC II shall include:

1. Preparing all financial and investment reports and keeping all financial books and records required by the PEDC II's Bylaws.
2. Preparing a budget for the forthcoming year for review and approval by the Board and City Commission.
3. Providing all necessary budgeting, accounting, financial management and investment management through the City's Finance Department.
4. Providing accounts payable, payroll, purchasing and other bookkeeping services with oversight and training of such services.
5. Providing for a repository of records, office and conference space.
6. Providing technology support of hardware, software and phone systems through the City's Information Technology Department.
7. Providing administrative support, review and oversight by various City departments including but not limited to City Manager, City Secretary, and Planning & Zoning.
8. Providing for project management services.
9. Providing executive oversight of PEDC II staff, projects and other activities via the City Manager of the City of Pharr.

It is understood and agreed that access to City staff resources by the PEDC II is secondary to the needs of the City Commission of the City of Pharr.

II.

Subject to the PEDC II continuing to contract with the City for management and executive oversight services, the PEDC II will pay to the City for its services pursuant to this agreement, in the form of a flat fee in the amount of \$150,000.00 per year.

In the event of the termination of this agreement, the PEDC II will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative and financial services to the PEDC II.

IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of one year commencing OCT. 1, 2010 and ending SEPT. 30, 2015, and said agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement.

V.

1. This contract may be terminated by the City or PEDC II, in whole, or from time to time, in part, upon thirty (30) days notice from the terminating party to the other party. Termination shall be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.
2. After receipt of a Notice of Termination the City shall:
  - a. Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
  - b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
  - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.

d. The PEDC II shall pay all expenses incurred through the date of termination.

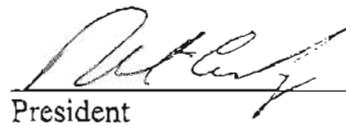
VII.

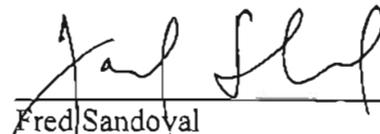
This Agreement shall take effect on the day of execution.

IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

PHARR ECONOMIC  
DEVELOPMENT CORPORATION II

CITY PHARR, TEXAS

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Fred Sandoval  
City Manager



interoffice  
MEMORANDUM

**To:** Mayor and City Commission

**From:** Hilda Pedraza, TRMC City Clerk

**Subject:** Agenda Item - Letter of Intent with LCNG/Eco-Fuels International for establishment of Anaerobic Digester/Chemical Processing plant.

**Date:** June 2, 2015

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Staff will present information at the meeting.

Thank you.